

NGĀ HAPŪ O TE IWI O WHANGANUI

and

TAKAPAU WHĀRIKI TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

*Initialling version for presentation to Ngā Hapū o Te Iwi o Whanganui for ratification
purposes*

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**1. NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION
PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S
ACTIONS**

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

Jean D'Arcy – Powataunga area (as shown on deed plan TTW-008-011)

Iwi Kōrero

1. The Powataunga area includes the Powataunga Scenic Reserve and the Jean Darcy Memorial Conservation Area within the Jean Darcy Memorial State Forest and it is placed on two blocks, Mangaporau and Puketotara. This area is (1565ha) and a place with many significant cultural and historical sites and significance for Ngā Hapū o Te Iwi o Whanganui.
2. In the title investigation for the Mangaporau block, it was said that Paerangi was involved in laying the watershed boundaries of Mangaporau. Prior to 1840 there were hunting grounds and eel weirs on this land and Puahineuru was a kāinga for bird snaring on the watershed in this block. Tarumoku was a lamprey weir.
3. This reserve is also significant for Ngā Hapū o Te Iwi o Whanganui as their dead, and the dead of their Ngā Rauru Kiitahi whanaunga, were buried there. Rangitahoa was burnt there, as was the custom in ancient times.
4. Tauranga Piopio and Taumatarata were given as boundaries on this block between Ngarauru and Ngāti Hau. Taumatarata was described as being in the middle of the block. Taumatarata was named for Rata the son of Tahau, in the time of Porau it was known as Ru angarau. There was a traditional road that run through Taumatarata.
5. Other significant kāinga for Ngā Hapū o Te Iwi o Whanganui were Tawawakahinga. Tawawakahinga was named because tūpuna used to dry Tawa berries there. Hanangarau, Otopitopi is a kāinga on the Makakaho stream. Powataunga, Mareawakawakawa (Maruakawakawa) is a kāinga with karaka trees. Hawera was a lake, and Ngahautapu is a pā with a whare near it where Ngā Hapū o Te Iwi o Whanganui cultivated and Mahoe and Patoko are other pā named. There are Ngāti Hau burials at Patoko. Rakautakunu is another kāinga in the middle of this block that Ngā Hapū o Te Iwi o Whanganui lived in. Ngā Hapū o Te Iwi o Whanganui also had cultivations at Marutokotoko. There were further kāinga on the Rangitatau stream.
6. The Upokonui stream is named by Ngāti Hau as being the boundary. This stream is of significance to Ngā Hapū o Te Iwi o Whanganui because of its proximity to a sacred site of Tamakehu. Ngā Hapū o Te Iwi o Whanganui also had a waerenga (spiritual clearing on the land) on this whenua.
7. There was also an old track on the block called Wairiki and another called Puketotara with more cultivations. Ngāti Hau hunted kiwi, kakapo and pigs within the block. It is of note that the Powataunga Scenic Reserve is located in a southerly direction from Mataimoana. Mataimoana is significant to Ngā Hapū o Te Iwi o Whanganui.

Protection Principles

8. The following Protection Principles are directed to the Minister of Conservation avoiding harm to, or the diminishing of Ngā Hapū o Te Iwi o Whanganui values related to part Jean Darcy Memorial Conservation Area and the Powataunga Scenic Reserve, which falls within the Ngā Hapū o Te Iwi o Whanganui area:
 - a) Protection of wāhi tapu, indigenous flora and fauna, and the wider environment within the Powataunga area;

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

- b) Recognition of the mana, kaitiakitanga and tikanga of Ngā Hapū o Te Iwi o Whanganui with regard to the Powataunga area;
- c) Respect for Ngā Hapū o Te Iwi o Whanganui tikanga and kaitiakitanga within the Powataunga area;
- d) Encouragement of respect for the association of Ngā Hapū o Te Iwi o Whanganui with the Powataunga area;
- e) Accurate portrayal of the association of Ngā Hapū o Te Iwi o Whanganui with the Powataunga area; and
- f) Recognition of the relationship of Ngā Hapū o Te Iwi o Whanganui with the wāhi tapu and wāhi whakahirahira, and active protection of the Powataunga area.

Director-General Actions

9. Pursuant to clause 8.24.4 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:
- a) The Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngā Hapū o Te Iwi o Whanganui values related to the Powataunga area and will be encouraged to respect the association Ngā Hapū o Te Iwi o Whanganui have with the Powataunga area;
 - b) The Department of Conservation will engage with Takapau Whāriki regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngā Hapū o Te Iwi o Whanganui cultural information with the consent of Takapau Whāriki;
 - c) The Ngā Hapū o Te Iwi o Whanganui association with the Powataunga area will be accurately portrayed in all new Department of Conservation information and educational material related to the Powataunga area;
 - d) The Department of Conservation will work with Ngā Hapū o Te Iwi o Whanganui on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - e) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Takapau Whāriki will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
 - f) Any kōiwi or other taonga found or uncovered by the Department of Conservation within the Powataunga area will be left untouched and Takapau Whāriki informed as soon as possible to enable Ngā Hapū o Te Iwi o Whanganui to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;
 - g) The public will be informed that the removal of all rubbish and waste from the Powataunga area is required;

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

- h) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- i) The Department of Conservation will ensure that Ngā Hapū o Te Iwi o Whanganui are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngā Hapū o Te Iwi o Whanganui.

Ahuahu area (as shown on deed plan TTW-008-010)

Iwi Kōrero

1. The Ahu Ahu Reserve is (1714ha) and is of significant cultural importance to Ngā Hapū o Te Iwi o Whanganui, particularly that part which includes the Ahuahu Stream and the Haehaekupenga Scenic Reserve.
2. The two tūpuna named for this area is Kahukurataupae and Hinewai. The rohe tupuna for the northern boundary for Ngāti Hineoneone, is the Ahuahu Stream. It is on the west side of Te Awa Tupua, the Whanganui River. Pamoana, a Ngāti Ruanui man married a woman of Ngā Hapū o Te Iwi o Whanganui and settled at Ahu Ahu and Te Tuhi.
3. The Ahu Ahu was also the name of a large cultivation that was worked by Ngāti Hineoneone. The tupuna Kakahu resided here and there was an eel weir here called Nga Purua, it was built in the middle of the Whanganui River and also used by the Ngāti Hineoneone. It was here on the Ahuahu that Kakahu broke up the canoes that belonged to the whānau of Huatau. There was also an eastern cultivation named Tu Whenua and cultivations on the western part were named Pakupakutea or Pukepukenui.
4. The taniwha kaitiaki here within the Ahu Ahu area is known as Manga-Puera. For many years the old Māori track between Waitōtara and the Whanganui River down the Ahuahu tributary was abandoned owing to a kaitiaki named Manga-puera that came from no one knows where and made his lair in a cave up the Ahuahu from which he rushed out on to travelling parties and usually succeeded in dragging two or three unfortunates back to his cave where he feasted upon them at his leisure. He had a decided preference for females. Tarawhiti a man was attacked by Manga-puera but he was ready and he severed the kaitiaki's hind claws. Now behold the kaitiaki roaring with pain and mad for revenge. He made a mighty sweep with his tail and brought down the tree, the man and the whole hill face – a huge landslide which is seen to this day. There the bones of both man and reptile are buried forever, and all that remains to remind us of those dread days of old is the landslide, the cave and the story.
5. Within this area, there are also many kāinga and urupā of Whanganui tūpuna located. Keepa Rangihwinui states that he created the Ahuahu reserves with the object of protecting the graves of his people.
6. Te Tuhi landing is the access point to the Ahu Ahu Valley. Historically, this was a fortified pā for Ngā Hapū o Te Iwi o Whanganui and was a main highway to Waitōtara.

Protection Principles

7. The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngā Hapū o Te Iwi o Whanganui values related to the Ahu Ahu Reserve, which falls within the Ngā Hapū o Te Iwi o Whanganui area:
 - a) Protection of wāhi tapu, indigenous flora and fauna, and the wider environment within the Ahu Ahu Reserve;

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- b) Recognition of the mana, kaitiakitanga and tikanga of Ngā Hapū o Te Iwi o Whanganui with regard to the Ahu Ahu Reserve;
- c) Respect for Ngā Hapū o Te Iwi o Whanganui tikanga and kaitiakitanga within the Ahu Ahu Reserve;
- d) Encouragement of respect for the association of Ngā Hapū o Te Iwi o Whanganui with the Ahu Ahu Reserve;
- e) Accurate portrayal of the association of Ngā Hapū o Te Iwi o Whanganui with the Ahu Ahu Reserve; and
- f) Recognition of the relationship of Ngā Hapū o Te Iwi o Whanganui with the wāhi tapu and wāhi whakahirahira, and active protection of the Ahu Ahu Reserve.

Director-General Actions

8. Pursuant to clause 8.24.4 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:
- a) The Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngā Hapū o Te Iwi o Whanganui values related to the Ahu Ahu Reserve and will be encouraged to respect the association Ngā Hapū o Te Iwi o Whanganui have with the Ahu Ahu Reserve;
 - b) The Department of Conservation will engage with Takapau Whāriki regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngā Hapū o Te Iwi o Whanganui cultural information with the consent of Takapau Whāriki;
 - c) The Ngā Hapū o Te Iwi o Whanganui association with the Ahu Ahu Reserve will be accurately portrayed in all new Department of Conservation information and educational material related to the Ahu Ahu Reserve;
 - d) The Department of Conservation will work with Ngā Hapū o Te Iwi o Whanganui on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - e) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Takapau Whāriki will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
 - f) Any kōiwi or other taonga found or uncovered by the Department of Conservation within the Ahu Ahu Reserve will be left untouched and Takapau Whāriki informed as soon as possible to enable Ngā Hapū o Te Iwi o Whanganui to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;
 - g) The public will be informed that the removal of all rubbish and waste from the Ahu Ahu Reserve is required;

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

- h) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- i) The Department of Conservation will ensure that Ngā Hapū o Te Iwi o Whanganui are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngā Hapū o Te Iwi o Whanganui.

Pitangi area (as shown on deed plan TTW-008-012)

Iwi Kōrero

1. The Pitangi Scenic Reserve and the Mangahowhi Conservation covers over 1097ha of whenua and is of significant cultural importance to Ngā Hapū o Te Iwi o Whanganui.
2. Pitangi was a fortified Pā belonging to Ngāti Hineoneone, Ngā Poutama and all the people who owned cultivations from Oawhiti to Wauteihi. They were the descendants of Tongahurumanu and others.
3. Pitangi Stream is a tapu stream for Ngāti Hineoneone due to the old fighting pā and mass graves upstream. This stream has not been touched by Whanganui hapū for generations and even today no food is collected from Pitangi given its significance to Ngā Hapū o Te Iwi o Whanganui and its tapu status.
4. Pitangi Stream is the rohe taupa, or southern boundary, of Ngāti Hineoneone. The name Pitangi tells of the cry of the Koekoeā, the long-tailed cuckoo, which is a migratory bird. Koekoeā migrate to a bush block at Pitangi Stream, they then fly to Te Tuhi (within the Ahu Ahu Reserve) and Tauakira land block in February to nest around Atene. The traditional kōrero of Ngā Hapū o Te Iwi o Whanganui describes how the Koekoeā enters a rotten tree and metamorphoses into a lizard upon leaving – Ka puta tana āhua he Mokomoko. The Koekoeā tail feathers are highly prized taonga for Ngā Hapū o Te Iwi o Whanganui and their whanaunga. Whanganui Māori signed the Te Tiriti o Waitangi with Koekoeā feather quills, indicating their significance and the corresponding significance of Pitangi for Ngā Hapū o Te Iwi o Whanganui.
5. A Hineoneone pā site is located upstream from the Pitangi Stream. This is also a place ravaged by sickness epidemic. Tautawai was also a pā on this land.
6. Waitere is a cultivation on the Ngāti Hineoneone side of the Pitangi Stream. Waitere is a ridge along the Whanganui River on the river side this ridge is very steep till you get by the Upokopoito rapid. Waitere is located above the settlement of Kahi Katoa. There are number of different cultivations at Waitere, one was called Rongokere and this was on high ground.
7. Tau Te Rata was a cultivation and settlement just before the Pitangi Settlement along the Whanganui River where kumara and Maori taewa were planted. The taewa planted there were parareka and tatairongo. Paratiki lived at Tau Te Rata with her husband Tama ki Runga. At Tau Te Rata there is a clump of harakeke planted all along the cultivations. It is also the name of a cultivation at Upokopoito.
8. There are two Paetawa, one is a locality where Ngā Hapū o Te Iwi o Whanganui tupuna gathered forest fruits and preserved birds. The other Paetawa is at Pitangi which is also in the bush around the Pitangi stream.
9. Nui, Wareia, Motukawa, Tipiri, Tuhoropenga No.2, Tumata, Rameka, Raurau, Tarawa, Rongotekaia, Taiawa Te Ope and others are tūpuna who all lived at Pitangi.

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Protection Principles

10. The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngā Hapū o Te Iwi o Whanganui values related to the Pitangi Scenic Reserve, which falls within the Ngā Hapū o Te Iwi o Whanganui area:
- a) Protection of wāhi tapu, indigenous flora and fauna, and the wider environment within the Pitangi Scenic Reserve, including the Pitangi Stream, and Mangahowhi Conservation Area;
 - b) Recognition of the mana, kaitiakitanga and tikanga of Ngā Hapū o Te Iwi o Whanganui with regard to the Pitangi Scenic Reserve, including the Pitangi Stream, and Mangahowhi Conservation Area;
 - c) Respect for Ngā Hapū o Te Iwi o Whanganui tikanga and kaitiakitanga within the Pitangi Scenic Reserve, including the Pitangi Stream, and Mangahowhi Conservation Area;
 - d) Encouragement of respect for the association of Ngā Hapū o Te Iwi o Whanganui with the Pitangi Scenic Reserve and Mangahowhi Conservation Area;
 - e) Accurate portrayal of the association of Ngā Hapū o Te Iwi o Whanganui with the Pitangi Scenic Reserve and Mangahowhi Conservation Area; and
 - f) Recognition of the relationship of Ngā Hapū o Te Iwi o Whanganui with the wāhi tapu and wāhi whakahirahira, and active protection of the Pitangi Scenic Reserve and Mangahowhi Conservation Area.

Director-General Actions

11. Pursuant to clause 8.24.4 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:
- a) The Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngā Hapū o Te Iwi o Whanganui values related to the Pitangi Scenic Reserve and Mangahowhi Conservation Area and will be encouraged to respect the association Ngā Hapū o Te Iwi o Whanganui have with the Pitangi Scenic Reserve and Mangahowhi Conservation Area;
 - b) The Department of Conservation will engage with Takapau Whāriki regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngā Hapū o Te Iwi o Whanganui cultural information with the consent of Takapau Whāriki;
 - c) The Ngā Hapū o Te Iwi o Whanganui association with the Pitangi Scenic Reserve and Mangahowhi Conservation Area will be accurately portrayed in all new Department of Conservation information and educational material related to the Pitangi Scenic Reserve and Mangahowhi Conservation Area;
 - d) The Department of Conservation will work with Ngā Hapū o Te Iwi o Whanganui on the design and location of any new signs to discourage inappropriate behaviour,

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including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

- e) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Takapau Whāriki will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- f) Any kōiwi or other taonga found or uncovered by the Department of Conservation within the Pitangi Scenic Reserve and Mangahowhi Conservation Area will be left untouched and Takapau Whāriki informed as soon as possible to enable Ngā Hapū o Te Iwi o Whanganui to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;
- g) The public will be informed that the removal of all rubbish and waste from the Pitangi Scenic Reserve and Mangahowhi Conservation Area is required;
- h) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- i) The Department of Conservation will ensure that Ngā Hapū o Te Iwi o Whanganui are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngā Hapū o Te Iwi o Whanganui.

Tokomaru East area (as shown on deed plan TTW-008-013)

- 12. The Tokomaru East Block Conservation Area overlay lies in the Tokomaru block. Tokomaru East Block Conservation Area is a large land block (518ha) located on the western side of the Whanganui river.

Iwi Kōrero

- 13. The Mangaiti trail through the Tokomaru Block was used to access inland Kai Iwi through this block. Kauarapaoa is situated on the Eastern side of this land block. Tawhitinui is a ridge located on the Tawhare block and runs north to the Tokomaru Trig.
- 14. The iwi and hapū associated with this whenua is Ngā Paerangi, Ngāti Rongomaitawhiri and Ngāti Rangipo (Ngāti Rangitapona). Tūpuna associated with this whenua are Tamahaia, Tamanga, Waiturangi and others. Ngā Hapū o Te Iwi o Whanganui have two links to two taonga (pounamu) that were found buried along one of the trails on the Tokomaru Block. One now sits in the possession of Ngā Paerangi.
- 15. Within Tokomaru there are cultivations and a number of urupā on this land block, Wakatauranga, Rakauwhatiwhati, Te Ripo and Pukemapo. There are tupuna buried at Wakatauranga and there is also believed to be a sacred place there as well as cultivations. Te Ripo is a large cultivation and puna wai that served the people of Otire. This is where an eponymous ancestor, Hinetera, was captured by relatives, taken to the river, killed and then taken to Tunuhaere. There is also a stream here called the Kahikatea stream.

Protection Principles

- 16. The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngā Hapū o Te Iwi o Whanganui values related to the Tokomaru East Block Conservation Area, which falls within the Ngā Hapū o Te Iwi o Whanganui area:

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- a) Protection of wāhi tapu, indigenous flora and fauna, and the wider environment within the Tokomaru East Block Conservation Area;
- b) Recognition of the mana, kaitiakitanga and tikanga of Ngā Hapū o Te Iwi o Whanganui with regard to the Tokomaru East Block Conservation Area;
- c) Respect for Ngā Hapū o Te Iwi o Whanganui tikanga and kaitiakitanga within the Tokomaru East Block Conservation Area;
- d) Encouragement of respect for the association of Ngā Hapū o Te Iwi o Whanganui with the Tokomaru East Block Conservation Area;
- e) Accurate portrayal of the association of Ngā Hapū o Te Iwi o Whanganui with the Tokomaru East Block Conservation Area; and
- f) Recognition of the relationship of Ngā Hapū o Te Iwi o Whanganui with the wāhi tapu and wāhi whakahirahira, and active protection of the Tokomaru East Block Conservation Area.

Director-General Actions

17. Pursuant to clause 8.24.4 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:
- a) The Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngā Hapū o Te Iwi o Whanganui values related to the Tokomaru East Block Conservation Area and will be encouraged to respect the association Ngā Hapū o Te Iwi o Whanganui have with the Tokomaru East Block Conservation Area;
 - b) The Department of Conservation will engage with Takapau Whāriki regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngā Hapū o Te Iwi o Whanganui cultural information with the consent of Takapau Whāriki;
 - c) The Ngā Hapū o Te Iwi o Whanganui association with the Tokomaru East Block Conservation Area will be accurately portrayed in all new Department of Conservation information and educational material related to the Tokomaru East Block Conservation Area;
 - d) The Department of Conservation will work with Ngā Hapū o Te Iwi o Whanganui on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - e) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Takapau Whāriki will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
 - f) Any kōiwi or other taonga found or uncovered by the Department of Conservation within the Tokomaru East Block Conservation Area will be left untouched and Takapau Whāriki informed as soon as possible to enable Ngā Hapū o Te Iwi o

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Whanganui to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;

- g) The public will be informed that the removal of all rubbish and waste from the Tokomaru East Block Conservation Area is required;
- h) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- i) The Department of Conservation will ensure that Ngā Hapū o Te Iwi o Whanganui are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngā Hapū o Te Iwi o Whanganui.

2. STATEMENTS OF ASSOCIATION

2: STATEMENTS OF ASSOCIATION

Aramoana Domain Recreation Reserve (as shown on deed plan TTW-008-001)

Aramoana Domain Recreation Reserve is situated over two land blocks, the Upokongaro block and the other in the Omaru Block. This area is (8.7ha) and a place with many significant cultural and historical sites and significance for Ngā Hapū o Te Iwi o Whanganui.

The Aramoana Domain Recreation Reserve is sacred to Ngā Paerangi. It contains a burial ground and cave, is near to important puna and was also a place where tupuna resided and collected kai from. It is located close to the Whanganui River Road and the Aramoana Lookout is situated in it.

This whenua was used extensively for cultivations and kāinga. A number of walking trails cross through this reserve, the old people from upriver would walk directly from Mahitihi, on the Omaru block, to Upokongaro.

The well-known rapids within close proximity to this reserve are Punawhitu, Ramoku, and Auoha.

Lake Kohata Wildlife Management Reserve (as shown on deed plan TTW-008-006)

The Lake Kohata Wildlife Management Reserve is a significant fishing spot for Ngā Hapū o Te Iwi o Whanganui and was an important pathway to the coast, as the inter riverine area between Whangaehu and Whanganui rivers connected through this dune lake system. It contains an area of (13.7ha).

Lake Kohata was a pivotal source of kai for Ngāti Tumango. It contained a number of Pā, tuna, freshwater koura and noho kāinga around it.

The resource rights and interests of the collectives within Putiki Wharanui have their basis formed in their Paerangi whakapapa.

Ngāti Tumango rights were upheld alongside the awa and the tributaries that connect as well as in the dune lake system that traverses the inter riverine area.

The outlet Kaitoke Stream is also a significant fishing spot for Putiki and others. Important pathways to the coast also passed through the coastal wetlands down the coast between the Whangaehu and Whanganui Rivers.

When looking into the post-European contact period in the early 1800s, Putiki was bolstered by more permanent occupation and support from the Tūpoho leadership which supplemented the existing right holders. These rights were expressed by way of kāinga and pātuna around Roto Kaitoke, nohoanga adjacent to Lake Wiritoa and Lake Pauri.

Mystery Block Conservation Area (as shown on deed plan TTW-008-007)

The Mystery Block Conservation Area is a wāhi tapu where the ancestress Hineoneone resided prior to relocating to Atene. This whenua is placed within the Puketotara land block and contains (615ha).

This area was an important food source for gathering kai and hunting. Within the area are old pa sites, urupā and wāhi tapu.

It was the site of killings in the conflict between another iwi and hapū of Whanganui, including Ngāti Pāmoana. Within this area is the source of the Kauarapaoa stream. At the mouth of the Kauarapaoa Stream is Kemp's Pole, a boundary marker, where Major Kemp or Te Rangihwinui (a Ngā Hapū o Te Iwi o Whanganui leader who initially fought with colonial forces) declared the river upstream of the pole closed to all Europeans travelling without his permission.

2: STATEMENTS OF ASSOCIATION

The name Kauarapaoa was given to this area and the stream by Kupe. Kupe's servant Arapaoa drowned when swimming across the river to gather kai. Kupe gave the area the name 'Kauarapaoa' meaning 'to swim, Arapaoa.' He is also referred to sometimes as Arapawa. There is a well-known kaitiaki at the mouth of Kauarapaoa stream.

Owairua Scenic Reserve (as shown on deed plan TTW-008-008)

The Ōwairua Scenic Reserve is located on the Waharangi block within division six (6). The original name for the Waharangi 6 block is Te Autumutu. In the investigation of title, the three main ancestors for this division of the block were given as Rapa, Tai Kimihia and Tiko.

Close to the Reserve there was a kāinga called Whakatakikua, bird snares, cultivations and a rapid called Te Autumutu.

Other important battles occurred here, a number within this division of Waharangi. Marama Takirangi was killed in the nearby Kaukore stream.

Raukawa Scenic Reserve (as shown on deed plan TTW-008-002)

The Raukawa Scenic Reserve is located on the Ohotu 6D1 block. The original name for the Ohotu 6D block is Wetaweta. In the investigation of title held on the 8 April 1879, evidence was given that the two main ancestors for this block were Hinerau and Te Haupatahi, a sister and brother, with Hinerau being the elder of the two.

There were kainga called Hingahinau, Whitiwhiti, Pukeaka, bird snares, cultivations and an eel weir called Korotete. Peaches were planted at Whitiwhiti on the west side of Mangawhero just opposite Wetaweta.

Whitiwhiti kainga belonged to tupuna Paratene and Rehe and Te Keepa Riki. Keepa said this Wetaweta land belonged to him thru (through) Hinerau. The boundaries of this land were described as commencing at Katamo following along to Aramahoe ridge to Pukeke, a kainga still, along that ridge (Aramahoe) to Pukerarauhe then along the boundary of Ohotu to the Mangawhero, just above the rapid in that river called Te Aotitara then down the Mangawhero to starting place. Tupuna described going on to this land, and being taken along the principal boundaries of Wetaweta.

Pukeaka was a kainga. Wetaweta was another kainga. Aramahoe another kainga, where there was an eel weir in the Mangawhero called Korotete, and just below Aramahoe eels were sat in the eel weir.

The Raukawa Scenic Reserve also flanks the left bank of Te Rere o Raukawa. Close below this reserve is a track that joined the Mangawhero and Whanganui Rivers. A whare called Tari O Maui stood at (H)auraki on the Mangawhero just above Te Rere o Raukawa. A house of the same name was also erected at Otumaire, after the battle of Moutoa Island.

Taukoro Conservation Area (as shown on deed plan TTW-008-003)

Taukoro Conservation Area falls within the Paratieke Block and part of the Taukoro State Forest Reserve within the Nga Pukewhkapu Block. This area is 335ha and a place with many significant cultural and historical sites of significance for Ngā Hapū o Te Iwi o Whanganui.

The Taukoro Conservation Area is of historical, cultural and traditional significance to the descendants of Pamoana. Pamoana is one of the tupuna from whom Ngāti Pamoana hapū descend.

2: STATEMENTS OF ASSOCIATION

Pamoana is the name of the highest trig station on the block. The Taukoro Stream is a significant part of the Mangawhero fishery, which includes eels and koaro. Wetlands are significant and abundant in the area and contain plenty of wood in them, proving that there were forest growing in the area and on the flats.

The surrounding area was extensively cultivated by hapū, with sites located at Pukekahu, Paratieke, Wainui and Areroatero. The native bush was utilised for bird snaring, with sites located at Tukuhouhunga, Tekokete and Te Mania. Other resources accessed in the area were timber for waka building and fern root.

There were many kāinga and pā, including Paratieke and Waipipi. Pipipi was one of the named urupā.

Taunoka Conservation Area (as shown on deed plan TTW-008-009)

The Taunoka Conservation Area is placed within the Whakaihuwaka block and contains an area of (243ha).

There are number of identified wāhi tapu that sit within Taunoka Conservation Area. Affiliations to this whenua are Ngāti Pourua, Ngāti Kura and Ngāti Hau.

Mangataunoka stream runs alongside the Taunoka Conservation area, there were pā sites, cultivation sites and eel weirs. One of these was named Te Pua. Te Pua was also the name of a rapid. Ngawaierua was the name of one of the weirs at Te Pua and Matini of Kurawhatia used this pā tuna. The other names of the pā tuna at Te Pua rapid are Tokanui, Pipipi, Kotare, Ngawaierua, Otuaue and Tokawhakairo. There were people killed in this area, and there is a burial ground at the mouth of the Mangataunoka Stream called Otata and another in close proximity called Poroporoaki.

Te Komai Conservation Area (as shown on deed plan TTW-008-004)

Te Kōmai Conservation Area is an area of significance within the Tauakira Block. This area is (68ha) and a place with many significant cultural and historical sites and significance for Ngā Hapū o Te Iwi o Whanganui.

The hapū that affiliate to this block are Ngāti Waikarapu, Ngāti Hineoneone, Ngāti Rangitapona Ngāti Tinirau, Ngāti Hurumatakina, Ngāti Pamoana, Ngāti Whitikai, Ngāti Urutaia, Ngāti Hinemokai, and Ngāti Ruwai. Rora Potaka, speaking in the Native Land Court title investigation for the Taonui, Wharepu and Maraetaua blocks claimed her hapū here to be Ngāti Urutaia and Ngāti Rangitapona.

Te Komai is located at a junction point along the old tracks that Whanganui tūpuna used when travelling between the Whanganui and Mangawhero Rivers and the hinterland to visit relations and hunt. At an early stage the Ngāti Pamoana families of Koriniti and Operiki intermarried with the descendants of Uenuku Manawawiri of Paerangi descent, forging alliances and access to an abundance of natural resources. It was said to take 2 days for a man carrying a load to walk from Operiki to the Otumauma block. Te Komai is approximately halfway between these places.

Resting places and camp sites along ancestral tracks were common. Paetawa is a forest below the Komai Ridge where forest fruits and birds were collected and taken to Pitangi to be preserved. During times of intertribal fighting large proportions of the population would leave the Operiki area and migrate to the Mangawhero, this migration was called 'Heke'. The main stream that provided fresh water and food sources to Te Komai is the Raupiu Stream which in turn flows into the Mangawhero. Places of significance in the vicinity include the Waipapa Kainga, the principal settlement of Urutaia and Tapapakura. A house called 'Te Kapuawhakarito' stood at Waipapa.

2: STATEMENTS OF ASSOCIATION

Urutaia and her husband Tapuiterawa had a residence called Ngapuke o Hinepane on this block. The location of Ngapuke o Hinepane is illusive but believed to be nearby.

In 1893, the whānau with a close affiliation to the area were said by Hawira Rehe to be the descendants of Manukaki, Whitikai and some of those descending from Hinetore and Hinerau. Along with his own Hawira Rehe mentions the following families: Rupuha, Tuka and Broughton.

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

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

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

1 INTRODUCTION

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

1.1.1 Ngā Hapū o Te Iwi o Whanganui (the **settling group**); and

1.1.2 Takapau Whāriki Trust (**Takapau Whāriki**).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the **statutory areas**):

1.2.1 Lake Kohata Wildlife Management Reserve (as shown on deed plan TTW-008-006);

1.2.2 Mystery Block Conservation Area (as shown on deed plan TTW-008-007);

1.2.3 Owairua Scenic Reserve (as shown on deed plan TTW-008-008); and

1.2.4 Taunoka Conservation Area (as shown on deed plan TTW-008-009).

1.3 Those statements of association are –

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

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

1.4 The Crown has acknowledged the statements of association in the [Ngā Hapū o Te Iwi o Whanganui Claims Settlement Act [year]], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

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

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

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

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

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

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

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

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

- (c) to assess current and future visitor activities:
 - (d) to identify the appropriate number and type of concessions:
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river: and
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting Takapau Whāriki under clause 2.1, provide Takapau Whāriki with sufficient information to make informed decisions.

3 LIMITS

- 3.1 This deed –
 - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.4 is subject to the settlement legislation.

4 TERMINATION

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

5 NOTICES

- 5.1 Notices to Takapau Whāriki and the Crown are to be given under this deed in accordance with part [4] of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation
Conservation House
Whare Kaupapa Atawhai

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

18 Manners Street
Wellington 6011
PO Box 10420
The Terrace
Wellington 6143.

6 AMENDMENT

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

7 NO ASSIGNMENT

- 7.1 Takapau Whāriki may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed –

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

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

deed of settlement means the deed of settlement dated [*date*] between the settling group, Takapau Whāriki Trust, and the Crown; and

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

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

Minister means the Minister of Conservation; and

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

settling group and **Ngā Hapū o Te Iwi o Whanganui** have the meaning given to them by the deed of settlement; and

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

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

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

Takapau Whāriki has the meaning given to it by the deed of settlement; and

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

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

9 INTERPRETATION

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

DOCUMENTS

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

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by

The Minister of Conservation
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

The Director-General of Conservation
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

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

SCHEDULE

Copies of Statements of Association

Lake Kohata Wildlife Management Reserve (as shown on deed plan TTW-008-006)

[statement of association]

Mystery Block Conservation Area (as shown on deed plan TTW-008-007)

[statement of association]

Owairua Scenic Reserve (as shown on deed plan TTW-008-008)

[statement of association]

Taunoka Conservation Area (as shown on deed plan TTW-008-009)

[statement of association]]

4. CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR RESOURCES REGARDING CONSULTATION WITH NGĀ HAPŪ O WHANGANUI BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between the trustees of the Takapau Whāriki Trust ("**Takapau Whāriki**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with Takapau Whāriki on matters specified in the Protocol.
- 1.2 Both the Ministry and Takapau Whāriki are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi and Te Tomokanga ki Te Matapihi which underpins the parties as they move forward as partners, connecting with whānau, Hapū, Iwi and whenua within the Protocol Area.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act shall have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. In accordance with Section 14(1) of the Act, the minerals programme gives effect to Section 4 of the Act.
- 1.4 The Minister and the Ministry recognises Takapau Whāriki representing Ngā Hapū o Whanganui.
- 1.5 Ngā Hapū o Whanganui 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. The Protocol Area does not include the area covered by Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, over which Te Pou Tupua exercises functions under the Act on behalf of the hapū and iwi of the Whanganui River. Notwithstanding that, it is acknowledged that Ngā Hapū o Whanganui are tāngata whenua within that area too.

2 PURPOSE OF THIS PROTOCOL

- 2.1 In relation to minerals administered in accordance with the Act in the Protocol Area, with the intent of upholding the relationship between Ngā Hapū o Whanganui and the Ministry, as underpinned by Te Tomokanga ki Te Matapihi, 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 Takapau Whāriki 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.

4: CROWN MINERALS PROTOCOL

3 PROTOCOL AREA

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

4 TERMS OF ISSUE

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

5 CONSULTATION

- 5.1 The Minister will ensure that Takapau Whāriki 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 Takapau Whāriki on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

- (c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(b);

Amendments to petroleum permits

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

Permit block offers for Crown owned minerals other than petroleum

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

4: CROWN MINERALS PROTOCOL

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

Newly available acreage

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

Amendments to permits for Crown owned minerals other than petroleum

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

Gold fossicking areas

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

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

6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with Takapau Whāriki in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Ngā Hapū o Whanganui.
- 6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Takapau Whāriki in each case are:
- (a) ensuring that Takapau Whāriki is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
 - (b) providing Takapau Whāriki with sufficient information to make informed decisions and submissions;
 - (c) ensuring that sufficient time is given for the participation of Takapau Whāriki in the decision-making process and to enable it to prepare its submissions; and
 - (d) ensuring that the Ministry will approach the consultation with Takapau Whāriki with an open mind and will genuinely consider the submissions of Ngā Hapū o Whanganui.

4: CROWN MINERALS PROTOCOL

7 DEFINITIONS

7.1 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 Ngā Hapū o Whanganui;

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

mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister for 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) 2025

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

DOCUMENTS

4: CROWN MINERALS PROTOCOL

protocol means a statement in writing, issued by the Crown through the Minister to Takapau Whāriki under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

Te Tomokanga ki Te Matapihi has the same meaning as in the Deed of Settlement.

ISSUED ON []

SIGNED for and on behalf of

THE SOVEREIGN

in right of New Zealand by

the Minister for Resources.

WITNESS

Name_____

Occupation_____

Address_____

4: CROWN MINERALS PROTOCOL

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 Takapau Whāriki may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Takapau Whāriki, in accordance with Te Tomokanga ki Te Matapihi.

2. Noting

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

3. Limits

- 3.1 This Protocol does not –
 - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section []); or
 - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of [] or a representative entity (section []); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section []); or
 - 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section []).]
- 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: CROWN MINERALS PROTOCOL

4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, [] may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section []).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause []).

5. RELATIONSHIP AGREEMENTS

**5.1 RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION –
TE PAPA ATAWHAI**

**5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA
ATAWHAI**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ O TE IWI O
WHANGANUI**

and

**the MINISTER OF CONSERVATION and the DIRECTOR-GENERAL OF
CONSERVATION (for the Crown)**

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora	Our nationhood sustains us,
Mai te whare toka ki te tokatū	our tribal domain dictates our worldview,
He matapihi ki uta, ki tai, ki te ao	our culture and economy sustain and elevate
He ao āpōpō, he ao tea	our mana motuhake and tino rangatiratanga,
	our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with us and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Department of Conservation as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Department of Conservation.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Department of Conservation.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

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5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui (**Takapau Whāriki**); and
- (b) The Minister of Conservation and the Director-General of Conservation (Director-General), who represent the Crown and the Department of Conservation / Te Papa Atawhai (the **Department**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and wellbeing of the whenua within the Settlement Redress Area.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Department with whānau, hapū, iwi and whenua; and
- (c) facilitate, by improving the health and wellbeing of the whenua, improvements to the wellbeing of the whānau and hapū of Whanganui, thereby re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also acknowledge that their engagement will demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.
- 2.5 The parties acknowledge that the Department's functions are set out under legislation including the Conservation Act 1987 and the Acts listed in its Schedule, and include managing "for conservation purposes, all land, and all other natural and historic resources". As provided in section 4 of the Conservation Act 1987, the "Act shall be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi".
- 2.6 This Agreement, including its schedules, should be read subject to the Ngā Hapū o Te Iwi o Whanganui Deed of Settlement. This Agreement will apply within the Settlement Redress Area as shown at Appendix One.
- ### 3.0 GIVING LIFE TO TE TOMOKANGA KI TE MATAPIHI AND NGĀ MĀTĀPONO
- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono within the Ngā Hapū o Te Iwi Settlement Redress Area as part of an enduring relationship, in the manner as outlined and mutually agreed, in Table One below and as set out in this agreement.
- 3.2 The Department of Conservation, through this relationship agreement, seeks to have a strong enduring relationship that recognises the mana of Takapau Whāriki and Ngā Hapū o Te Iwi o Whanganui. It considers that the commitments outlined in Table 1 will provide guidance towards achieving this and Te Tomokanga ki Te Matapihi and Ngā Mātāpono will be given life and supported as set out in this relationship agreement.

Table 1: Department of Conservation journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui – Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	- Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. - To understand the meaning of Te Tomokanga ki Te Matapihi in order for the Department's officials within the tribal domain to promote understanding to all parts of the Department of Conservation and to conservation stakeholders (including the Conservation Board and the New Zealand Conservation Authority) as appropriate. - Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. - Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

	• A focus on building and maintaining a strong relationship in practice, that complements legal contracts or agreements, including those in the Deed of Settlement. • Engagement based on the principle of Mana ki te mana, Mahi ki te Mahi. • Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. • Identify shared goals and values, and develop strategies to achieve them together. • Continual exploration of new ways to work together and enhance the partnership.
Toitū Te Mana Relationship of Authority The recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.	• Recognise Ngā Hapū o Te Iwi o Whanganui as mana whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system and adopting a collaborative approach to finding solutions. • Respect the rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. • Support opportunities to engage in a way that aligns with Ngā Mātāpono and values the contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. • Provide for discussion of long-term strategic objectives for the relationship, an annual relationship meeting involving senior staff from the Department and Ngā Hapū o Te Iwi o Whanganui, and discussion of an annual work plan to progress the strategic objectives (refer to part 5 of this Relationship Agreement). • Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi. • Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programmes that affect their iwi, hapū, whānau, and community within the rohe. • Commitment towards successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. • To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. • To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui and for the whenua. • To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

	respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, te taiao and its health and well-being.	• Through the Department's exercise of its functions, including promoting the benefits of the conservation of natural and historic resources to present and future generations. • Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui and the health and wellbeing of the whenua/taiao. • Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for future generations. • Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao. • To understand and be able to appropriately consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see our work through this lens. • Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. • To uphold its status as in the relationship and act according to the principles of Tupua Te Kawa.

4.0 ENGAGEMENT

- 4.1 The Parties will work together in good faith to identify where a policy or programme, within the Department's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their rohe.
- 4.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 5.5 to 5.9;
 - (b) collaborate and develop **strategic objectives and an annual work plan** as set out in clauses 5.1 to 5.4 and 5.10 to 5.20 respectively; and
 - (c) hold meetings as required at both strategic and operational levels as mutually agreed.

5.0 ANNUAL RELATIONSHIP MEETING AND STRATEGIC COLLABORATION

Strategic Objectives

- 5.1 As soon as is practicable after the signing of this Agreement the Parties will meet to discuss long-term Strategic Objectives for their relationship across the Settlement Redress Area (**Strategic Objectives**).

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- 5.2 For the Department this would involve District Operations Managers and Regional Operations Director or Directors (or Tier 3 and 4 equivalent).
- 5.3 It is expected that within the Settlement Redress Area, the Strategic Objectives will guide the Department and Takapau Whāriki towards an effective relationship by establishing a framework of high-level priorities for their relationship.
- 5.4 Unless otherwise agreed, within 6 months of their first meeting referred to in 5.4, the Parties will:
- (a) agree the strategic objectives; and
 - (b) agree the scope of the first annual work plan by which the Parties intend to achieve the strategic objectives.

Annual Relationship Meeting

- 5.5 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.6 The Parties may mutually agree not to hold annual relationship meetings.
- 5.7 Unless otherwise agreed, at least once a year, Takapau Whāriki will meet with senior staff of the Department within the Settlement Redress Area for the purposes of:
- (a) monitoring the progress of the long-term strategic objectives; and
 - (b) discussing any other matters they may wish to raise relating to conservation management within the settlement redress area.
- 5.8 From the Department, this would include the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent).
- 5.9 The Parties agree that a senior representative of Takapau Whāriki will participate in an annual relationship meeting.

Administrative arrangements and agenda

- 5.10 Before each relationship meeting held in accordance with clause 5.5 and 5.7, representatives of Takapau Whāriki and the Department will agree on the administrative arrangements for the meeting including the agenda.
- 5.11 Agenda items should include:
- (a) the annual priorities for the Department, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki;
 - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party);
 - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party);

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (d) the status of any statutory or non-statutory planning documents that have an impact in the settlement redress area, including any planned or potential reviews;
- (e) review of any work plan developed under clause 5.13;
- (f) opportunities for collaboration between the Department and Takapau Whāriki;
- (g) any other matters of mutual interest; and
- (h) next steps, including any further meeting dates required to review aspects of the Department's work programme or any new policies or processes that may be of interest to Takapau Whāriki.

5.12 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.

Work Plan

5.13 As a result of the annual relationship meetings, held in accordance with clause 5.7, and as part of other relationship meetings held in accordance with clause 5.17, the Parties may develop a Work Plan.

5.14 The work plan will be mutually agreed by Takapau Whāriki and the Department and will reflect agreed priorities, resources and the specific functions and duties of the parties.

5.15 The parties acknowledge that each undertakes separate business planning processes prior to the beginning of each new financial year or relevant planning period. These business planning processes determine Takapau Whāriki and the Department's work priorities and commitments for the year or relevant planning period.

5.16 For the Department, the initial business planning processes where forward work programmes are identified largely sit with the District Operations Managers (or Tier 4 equivalent).

5.17 The relevant District Operations Managers (or Tier 4 equivalent) and representatives of Takapau Whāriki will therefore meet at an early stage in their annual business planning processes to discuss the development of a Work Plan.

5.18 The Parties may be interested to include, but are not limited to, the following projects and topics that may be included in the Work Plan:

- (a) discuss opportunities for Ngā Hapū o Te Iwi o Whanganui hapū to seek management agreements (via section 53(2)(i) of the Conservation Act 1987) to undertake operational activities, such as species work and pest control with respect to the land in the Ngā Hapū o Te Iwi o Whanganui settlement redress area;
- (b) discuss opportunities for Ngā Hapū o Te Iwi o Whanganui to seek to establish nohoanga-like sites through the concessions/permissions process in agreement with the Department;
- (c) discuss priorities and conservation projects in line with the joint Reserve Management Plan (subject to each party retaining discretion for their own resourcing) and opportunities for conservation projects on lands that share boundaries;

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (d) opportunities for Ngā Hapū o Te Iwi o Whanganui to undertake Department-led and delivered conservation training (for example: pest management, habitat restoration);
 - (e) identify and discuss potential projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship;
 - (f) discuss the Department's regional and national priorities;
 - (g) discuss Ngā Hapū o Te Iwi o Whanganui's priorities for conservation;
 - (h) discuss timeframes for the development of annual work programmes;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 5.19 If a specific project is undertaken together, the Department and Takapau Whāriki will determine the nature of their collaboration on that project which may include finalising a work plan for that project. In the event a specific project is not undertaken together, the Parties will advise one another of the reason(s) for this.
- 5.20 The Department retains discretion over which activities are funded by the Department and the level of financial commitment.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.
- 6.3 In sharing data or information, Ngā Hapū o Te Iwi o Whanganui consider that both Parties should have regard to the principles of Māori data sovereignty (as developed by Te Mana Raraunga in the October 2018 Te Mana Raraunga Charter), attached as Appendix Two).

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 4.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (d) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Department to discuss and (if possible) resolve any issues that may arise;
- (e) informing relevant Department staff and Conservation stakeholders (such as the Conservation Board and the New Zealand Conservation Authority) of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (f) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (g) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (h) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
- (i) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

8.1 The contact people for the Department for all matters relating to this Relationship Agreement are:

- (a) Operations Manager [for the relevant region]; and
- (b) Operations Director, Central North Island.

8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

8.3 The contact persons named in this Relationship Agreement may change from time to time. The Department and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

9.1 The Department is subject to the requirements of the Official Information Act 1982 (**OIA**).

9.2 The Department may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

9.3 The Department will where possible notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Department in a timely fashion, so that the Department is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

10.1 The Parties are focussed on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working.

- 10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 10.3 In accordance with the principles described in clause 2.4, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.4 The commitments of the Department under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Department and of the government of the day.
- 10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 TERMS OF AGREEMENT

- 11.1 This Agreement is entered into pursuant to clauses [8.2] to [8.3.4] of the Deed of Settlement. The Agreement does not override or limit:
- (a) legislative rights, powers or obligations;
 - (b) the functions, duties and powers of Ministers, the Minister of Conservation, Chief Executives, the Director-General or any other officials or statutory officers of the Department; or
 - (c) the ability of the Crown to introduce legislation and change government policy.
- 11.2 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
- (a) land or any other resource held, managed or administered under Conservation Legislation;
 - (b) flora or fauna managed or administered under Conservation Legislation; or
 - (c) rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 11.3 A breach of this Agreement is not a breach of this Deed.
- 11.4 If the Crown breaches this Agreement without good cause, Takapau Whāriki may:
- (a) seek a public law remedy, including judicial review; or
 - (b) subject to the Crown Proceedings Act 1950, seek to enforce the Agreement
 - (c) but in either case damages or compensation (with the exception of court costs) may not be awarded.
- 11.5 Clause 11.4 does not apply to any contract entered into between the Department and Takapau Whāriki, including any independent contract for service or a concession.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

12.0 SPECIAL CONDITIONS

- 12.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

13.0 REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 13.2 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

14.0 DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 14.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the parties.

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

15.0 DEFINITIONS

“the Settlement Redress Area”	means the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix One.
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Tupua Te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

SIGNED by the **Minister of**)
Conservation)
in the presence of:)
)

Minister of Conservation

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

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

Signature of Witness

Director-General of Conservation

Witness Name

Occupation

Address

SIGNED by for and on behalf of the)
trustees of the **TAKAPAU WHĀRIKI**)
TRUST by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Schedule One – Provisions for Public Conservation Lands and Waters and Department of Conservation activity

1.0 Freshwater Fisheries

- 1.1 Takapau Whāriki and the Department have shared aspirations for conservation of freshwater fisheries and habitats within the settlement redress area.
- 1.2 The Takapau Whāriki aspirations and conservation ethic for freshwater fisheries include the sustainable and traditional use of freshwater fisheries in accordance with Ngā Hapū o Te Iwi o Whanganui kawa, tikanga and ritenga.
- 1.3 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational (non-commercial) freshwater fisheries and freshwater fish habitats. The Department is responsible for the regulation of whitebait fishing under the applicable regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act 1991 processes.
- 1.4 The Parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and jointly developing or contributing to research and monitoring programmes with a particular focus on the Protocol Area.
- 1.5 The Department shall work with Takapau Whāriki and provide for Takapau Whāriki participation where reasonably practicable in the conservation management (including research and monitoring) of customary freshwater fisheries and freshwater fish habitats.
- 1.6 The Department shall work at a local level to provide for the active participation of Takapau Whāriki in the conservation management and research of customary freshwater fisheries and freshwater fish habitats by:
 - (a) discussing with Takapau Whāriki a general approach to be taken with the Department in respect of advocacy, and identifying:
 - (i) their respective priorities and issues of mutual concern; and
 - (ii) areas for co-operation in advocacy;
 - (b) having regard to the priorities and issues of mutual concern and areas for cooperation identified when the Department and Takapau Whāriki makes decisions in respect of advocacy. To avoid doubt, the parties recognise that they will continue to make separate submissions in any Resource Management Act 1991 process;
 - (c) making non-confidential information available to Takapau Whāriki to assist in improving their effectiveness in undertaking advocacy for the conservation of freshwater fisheries;
 - (d) with Takapau Whāriki jointly developing or contributing to research and monitoring projects that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements with a focus on the Protocol Area;

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (e) considering Takapau Whāriki as a possible provider or collaborator for research projects funded or promoted by the Department;
- (f) working together to ensure that the relevant staff of the Department is aware of relevant tikanga relating to freshwater fisheries and habitats; and
- (g) consulting Takapau Whāriki when processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

2.0 Statutory Planning Documents

- 2.1 The Department has obligations under the Conservation Legislation to prepare, review and amend planning documents, including conservation management strategies, national park management plans and conservation management plans (**Statutory Planning Documents**).
- 2.2 The Department and Takapau Whāriki will meet to identify and seek to address issues affecting Ngā Hapū o Te Iwi o Whanganui at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Settlement Redress Area.

3.0 Statutory Authorisations (including concessions)

- 3.1 The Minister, Director-General and their delegates (as the case may be) may grant concessions, permits and other authorisations under the Conservation Legislation (**Statutory Authorisations**).
- 3.2 As part of the Strategic Objectives set out at clause 5.1 of the Relationship Agreement, the Department and Takapau Whāriki will identify categories of Statutory Authorisations that may impact on the cultural, spiritual, traditional or historic values of [Whanganui iwi and hapū].
- 3.3 These categories will be reviewed on a continuing basis. In the identified categories the Department will:
 - (a) advise and encourage all prospective applicants whose application is within the settlement redress area to consult Takapau Whāriki before filing their application; and
 - (b) consult Takapau Whāriki at an early stage on such categories of authorisations or renewal of authorisations within the settlement redress area.
- 3.4 Until such time as the identified categories are agreed, the Department will consult Takapau Whāriki on Statutory Authorisations when required by the Conservation Legislation.
- 3.5 As the Department works within time limits to process Statutory Authorisations applications, at the earliest opportunity it will notify Takapau Whāriki of the time frames for providing advice on impacts on the cultural, spiritual, traditional or historic values of Ngā Hapū o Te Iwi o Whanganui.
- 3.6 Before issuing Statutory Authorisations to carry out activities on land managed by the Department within the settlement redress area, the Department will encourage

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

communication between the applicant for the Statutory Authorisation and Takapau Whāriki.

- 3.7 When considering applications for Statutory Authorisations the Department must apply the relevant statutory and other legal considerations in a way that gives effect to the principles of the Treaty of Waitangi. This involves applying the relevant Treaty principles to the facts of the particular case.
- 3.8 When issuing or renewing Statutory Authorisations that give authority for third parties to carry out activities on land administered by the Department, the Department will:
- (a) require the third parties to manage the land according to the standards of conservation best practice;
 - (b) require the third parties to carry out the activities according to appropriate conservation standards; and
 - (c) encourage third parties to consult Takapau Whāriki before using cultural information of Ngā Hapū o Te Iwi o Whanganui.

4.0 Statutory Land Management Activities

- 4.1 The Department manages public conservation land in accordance with the Conservation Legislation and other relevant statutory obligations. As part of this statutory function, the Department carries out various activities to help achieve conservation gains (**Statutory Land Management Activities**). These include:
- (a) vestings or management appointments for reserves;
 - (b) other management arrangements with third parties;
 - (c) changing reserve classifications; and
 - (d) disposal of public conservation land.
- 4.2 In accordance with the Strategic Objectives, the Department and Takapau Whāriki will identify the categories of Statutory Land Management Activities that have potential to affect the cultural, spiritual, traditional or historic values or sites of significance of Ngā Hapū o Te Iwi o Whanganui, and will identify when consultation is appropriate.
- 4.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act 1977 within the settlement redress area, the Department will discuss with Takapau Whāriki whether it wishes to be given an opportunity to be considered for such a vesting or appointment subject to agreed conditions (if any).

5.0 Cultural Materials

- 5.1 The deed of settlement includes a commitment for the Department to jointly prepare with Takapau Whāriki, post-settlement, a cultural materials plan covering:
- (a) the customary take of flora material within public conservation land within the settlement redress area; and
 - (b) the possession of protected wildlife found dead within the settlement redress area.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

6.0 Sites Of Significance

- 6.1 The Department recognises that there are wāhi tapu and wāhi taonga and other places of cultural and historical significance to Ngā Hapū o Te Iwi o Whanganui within the Settlement Redress Area. The terms, wāhi tapu and wāhi taonga, refer to places that are sacred or significant to Ngā Hapū o Te Iwi o Whanganui.
- 6.2 Department will work with Takapau Whāriki to respect Ngā Hapū o Te Iwi o Whanganui values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified on lands administered by the Department within the settlement redress area by:
- (a) discussing with Takapau Whāriki practical ways in which Ngā Hapū o Te Iwi o Whanganui can exercise kaitiakitanga over sites of significance and surrounding land;
 - (b) managing, in co-operation with Takapau Whāriki, sites of historic significance to Ngā Hapū o Te Iwi o Whanganui according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983 and other operating standards;
 - (c) informing Takapau Whāriki if kōiwi or taonga tūturu are found within the Settlement Redress Area; and
 - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngā Hapū o Te Iwi o Whanganui and seeking to ensure they are not desecrated or damaged.
- 6.3 The parties will develop a process for Takapau Whāriki to advise the Department of sites of significance and wāhi tapu. Information relating to wāhi tapu will be treated in confidence by the Department, unless otherwise agreed by Takapau Whāriki, but subject to the Official Information Act 1982 and other relevant legislation.
- 6.4 The Department will consult Takapau Whāriki before carrying out work on public conservation land in the settlement redress area where appropriate either because of the nature of the work, or its location in relation to a site of significance identified under clause 22.3.

7.0 Species And Habitat Protection (Including National Programmes And Pest Control)

- 7.1 The Department and Takapau Whāriki share aspirations of protecting ecosystems and indigenous flora and fauna within the settlement redress area. These aspirations will be reflected in the Strategic Objectives.
- 7.2 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.
- 7.3 In recognition of the cultural, spiritual, traditional or historic associations of Ngā Hapū o Te Iwi o Whanganui with indigenous flora and fauna within the settlement redress area for which the Department has responsibility, the Department will inform Takapau Whāriki of the national sites and species programmes on which the Department will be actively

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

working, and provide opportunities for Ngā Hapū o Te Iwi o Whanganui to participate in these programmes.

- 7.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of the Department's work to protect the unique biodiversity of New Zealand, subject to available resources and conservation priorities.
- 7.5 It is envisaged that the agreed Strategic Objectives will guide the parties to determine the strategic outcomes sought from pest control programmes within the Settlement Redress Area, including:
- (a) monitoring and assessment of programmes;
 - (b) early consultation with Takapau Whāriki on pest control activities particularly the use of pesticides within the Settlement Redress Area; and
 - (c) co-ordination of pest control where Takapau Whāriki is the adjoining landowner.

8.0 Visitor & public information

- 8.1 Takapau Whāriki and the Department wish to share knowledge about natural and historic heritage within the Settlement Redress Area with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 8.2 The Department and Takapau Whāriki also wish to encourage respect for, and awareness of, the cultural, spiritual, traditional and historic associations of Ngā Hapū o Te Iwi o Whanganui with the land, waters and indigenous flora and fauna within the Settlement Redress Area, and the responsibility of Ngā Hapū o Te Iwi o Whanganui as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.
- 8.3 The Department and Takapau Whāriki will do this by:
- (a) raising public awareness of positive conservation relationships developed between them;
 - (b) engaging with each other in the development of visitor and public information published by either party that relates to Ngā Hapū o Te Iwi o Whanganui values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngā Hapū o Te Iwi o Whanganui sites of significance and aspirations to the land;
 - (c) the Department obtaining from Takapau Whāriki an assurance that information relating to Ngā Hapū o Te Iwi o Whanganui to be contained in a publication of the Department is accurate and appropriate;
 - (d) the Department obtaining the consent of Takapau Whāriki for the disclosure of information received from Takapau Whāriki relating to Ngā Hapū o Te Iwi o Whanganui values, subject to the Official Information Act 1982 and other applicable legislation; and
 - (e) the Department consulting Takapau Whāriki before use of information about Ngā Hapū o Te Iwi o Whanganui values for new interpretation panels, signs and other visitor publications.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- 8.4 The Department may, as part of its statutory role under conservation legislation, wish to share knowledge about natural and historic heritage within the Settlement Redress Area with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.

9.0 Conservation Advocacy

- 9.1 From time to time, Takapau Whāriki and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 (**RMA**).

- 9.2 Areas of common concern include:

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

- 9.3 From time to time the Department and Takapau Whāriki will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and Takapau Whāriki may continue to make separate submissions in any RMA processes.

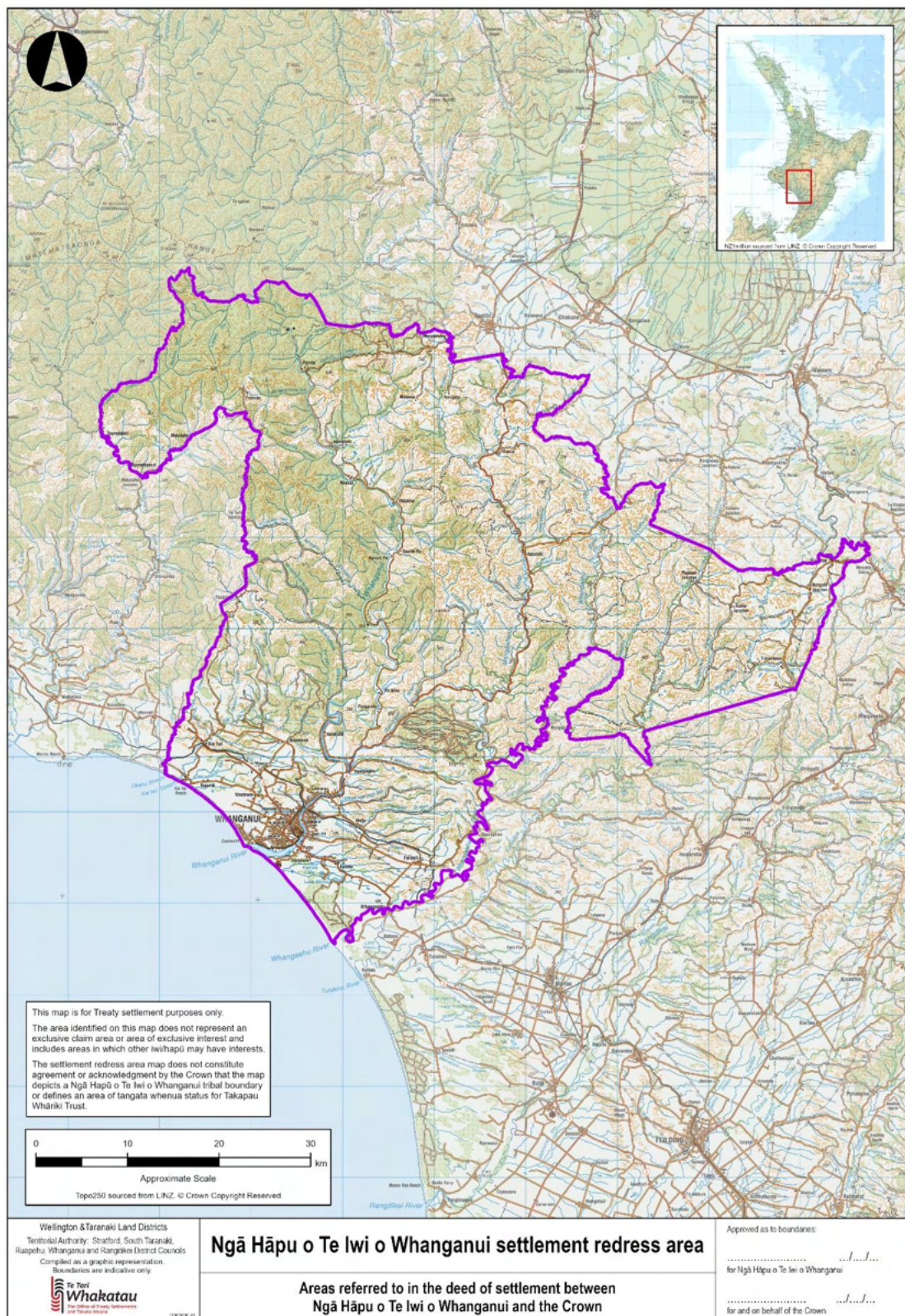
10.0 Cross-Organisational Opportunities

- 10.1 As part of the development of the annual work plan, the Department and Takapau Whāriki will discuss:

- (a) opportunities and processes to share scientific and cultural resources and information, including data and research material (including to assist Ngā Hapū o Te Iwi o Whanganui to exercise their role as kaitiaki);
- (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the settlement redress area. Options may include wānanga, education, training, development and secondments; and
- (c) opportunities to be involved, or to nominate individuals to take part, in relevant training initiatives run by either party, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Settlement Redress Area. Takapau Whāriki may propose candidates for these roles or opportunities.
- (d) Where appropriate, and subject to its procurement obligations, the Department will consider approaching Takapau Whāriki for recommendations for individuals or entities as providers of professional services (such as oral history and interpretation projects).

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

APPENDIX ONE: Ngā Hāpū o Te Iwi o Whanganui Settlement Redress Area



APPENDIX TWO: Te Mana Raraunga – Māori Data Sovereignty Network Charter



Te Mana Raraunga - Māori Data Sovereignty Network Charter

*He whenua hou, Te Ao
Raraunga Te Ao Raraunga, He
whenua hou¹*

Preamble

With respect to the inherent rights that we as Māori have by virtue of our inalienable relationships with the land, water and the natural world, we assert that:

- Data is a living tāonga and is of strategic value to Māori.
- Māori data refers to data produced by Māori or that is about Māori and the environments we have relationships with. Maori Data includes but is not limited to:
 - Data from organisations and businesses
 - Data about Māori that is used to describe or compare Māori collectives
 - Data about Te Ao Māori that emerges from research
- Māori data is subject to the rights articulated in the Treaty of Waitangi and the UN's Declaration on the Rights of Indigenous Peoples,² to which Aotearoa New Zealand is a signatory.
- Data Sovereignty typically refers to the understanding that data is subject to the laws of the nation within which it is stored.
- Indigenous Data Sovereignty perceives data as subject to the laws of the nation from which it is collected.
- Māori Data Sovereignty recognises that Māori data should be subject to Māori governance.
- Māori Data Sovereignty supports tribal sovereignty and the realisation of Maori and Iwi aspirations.

¹ Data is a new world, a world of opportunity.

² Consistent with the rights articulated in the Mataatua Declaration, WAI 262, (Nga Puhi doc) and the Outcome Document of the UNDRIP.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Purpose

The purpose of Te Mana Raraunga is to enable Māori Data Sovereignty and to advance Māori aspirations for collective and individual wellbeing by:

1. asserting Māori rights and interests in relation to data,
2. ensuring data for and about Māori can be safeguarded and protected,
3. requiring the quality and integrity of Maori data and its collection,
4. advocating for Māori involvement in the governance of data repositories,
5. supporting the development of Māori data infrastructure and security systems,
6. supporting the development of sustainable Māori digital businesses and innovations.

Where necessary, Te Mana Raraunga will utilise the expertise of its members to provide Māori data governance functions over relevant datasets **in the absence of** mandated Māori governance entities. Te Mana Raraunga will support the establishment of appropriate protocols for iwi authority over data.

Te Mana Raraunga will advocate for resourcing to support the development of capacity and capability across the Māori data ecosystem including:

1. Data rights and interests. Establishing the nature of Māori rights and interests to government collected administrative data, survey, census and research data derived from indigenous tāonga are central to realising aspirations in the Mataatua Declaration, the WAI262 claim, and the UNDRIP. Articulating these rights and interests in an intellectual property framework is necessary to realise commercialisation opportunities and benefit sharing agreements for hapū, iwi and/or Māori entities.³
2. Data governance. There is a wealth of data pertaining to Māori individuals, whānau, households, hapū, iwi, entities and te Taiao that is collected by the state as part of the Official Statistics System (OSS), crown agencies and government organisations, through commercial transactions, social media, telecommunications (including satellites) and other means. Only a small proportion of these data sources are currently accessible to Māori for our own purposes and benefit. Māori involvement in data governance and data management is essential to ensure data is used for projects that support beneficial outcomes for Māori.
3. Data storage and security. As more businesses and entities have moved to cloud-based models of data storage, this has raised concerns around the security and privacy of data that are stored offshore, and the legal and privacy frameworks that the data are subject to, including the issue of data sovereignty. TMR supports the development of Māori data infrastructure and security systems to support the realisation of Māori data sovereignty.

³ As set out by World Intellectual Property Organisation (WIPO).

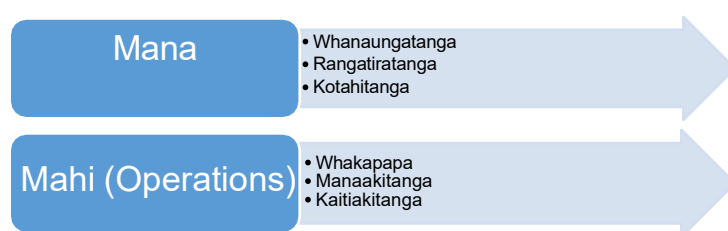
5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

4. Data Collection, Access and Control: Māori should be involved in decisions about the collection of and access to Māori data, analysis and interpretation. Use of data for research should also be consistent with frameworks for Māori research ethics (i.e. Te Ara Tika). Using data requires that data is made available in a usable form and that we have the workforce who can be actively engaged in the design, collection, processing, analysis and dissemination of data to meet our own needs.

Guiding principles

Te Mana Raraunga recognises the need to advance discussions about Māori Data Sovereignty at both governance and operational levels. The work of Te Mana Raraunga will support the realisation of rangatiratanga, kotahitanga, manaakitanga and kaitiakitanga.

Mana-Mahi Framework



Whanaungatanga and Whakapapa: Whanaungatanga denotes the fact that in Māori thinking and philosophy relationships between man, Te Ao Turoa (the natural world) and spiritual powers inherent therein, and Taha Wairua (spirit) are everything. Whakapapa evidences those linkages and identifies the nature of the relationships.

Rangatiratanga: Rangatiratanga speaks to the hapū, iwi/Māori aspiration for self-determination, to be in control of our own affairs and to influence those taking place within our iwi boundaries. This is especially true for activities that have the potential to affect our people (ngā uri whakaheke) or our environment (whenua/moana). Rangatiratanga can be expressed through leadership and participation. Data supports the expression of Rangatiratanga and Rangatiratanga can be expressed through data in terms of the OCAP⁴ principles of ownership, access, control and possession.

Kotahitanga: Kotahitanga speaks to a collective vision and unity of purpose while recognising the mana of rangatira from individual hapū and iwi. The foundations of kotahitanga can be found in our whakapapa and reflected in our relationships with each other. It is important that we make space to identify our collective aspirations for indigenous data sovereignty and advocate for activities that benefit all Māori.

4 The OCAP principles are trademarked by the First Nations Information Governance Centre and means that First Nations control data collection processes in their communities and how the data are used. <http://fnigc.ca/ocap.html>.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Manaakitanga: Manaakitanga can be expressed through the responsibility to provide hospitality and protection to whānau, hapū, iwi, the community and the environment. The foundations of manaakitanga rely on the ability of Māori to live as Māori, to access quality education, to have good health, to have employment opportunities and to have liveable incomes. Ethical data-use has the potential to contribute greatly to Māori aspirations.

Kaitiakitanga: Kaitiakitanga speaks to the hapū, iwi responsibility to be an effective steward or guardian and relates to actions that ensure a sustainable future for all people. Underpinning our existence is the need to protect and enhance Māori knowledge and practices, to strengthen whānau, hapū and iwi and to create sustainable futures. Kaitiaki have a social contract and are responsible to the communities they serve. Identifying appropriate data guardians and the principles by which they will operate is a key consideration.

Membership and mandate

Te Mana Raraunga advocates for Māori Data Sovereignty at a national level. Te Mana Raraunga is open to participation from Māori and iwi data users, ICT providers, researchers, policymakers and planners, businesses, service providers and community advocates that share this charter.

A working group advances Te Mana Raraunga's work programme with support from a part-time administrator. The working group will meet with key Māori and iwi representatives and liaise with government agencies including the New Zealand Data Futures Forum to support the realisation of Māori Data Sovereignty.

An inaugural meeting on Māori Data Sovereignty was held at Hopuhopu on 19th October 2015 where the formation of Te Mana Raraunga as a Māori Data Sovereignty Network was accepted by the participants and the contents of the charter discussed.

The charter was approved in Te Rangimarie at Papakura Marae on 5 April 2016.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Background to the Te Mana Raraunga Charter

In July 2015 a group of Māori researchers and practitioners participated in a workshop on Data Sovereignty for Indigenous Peoples hosted by the Academy of Social Sciences in Australia. The workshop considered the implications of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) for the collection, ownership and application of data pertaining to indigenous peoples and what these might mean for indigenous peoples' sovereignty over data that are about us, our territories and ways of life. It built on previous workshops organised by the United Nations Permanent Forum on Indigenous Issues (UNPFII) on 'data collection and disaggregation' (in 2004) on 'indicators of wellbeing' (in 2006) and on 'development with culture and identity' (in 2010). At these events indigenous representatives had raised concerns about the relevance of existing statistical frameworks for reflecting their worldviews and highlighted their lack of participation in data collection processes and governance.

The Canberra/Kamberra workshop was timely. Several data initiatives underway in Aotearoa NZ have significant implications for Māori data sovereignty. The Integrated Data Infrastructure (IDI) is likely to eventually replace the census. IDI is a longitudinal dataset that links anonymized individual-level data across various government administrative systems including tax, health, education, corrections, justice, migration, benefits and tenancy. Population census data will also eventually be added. IDI was created to support research, analysis, and policy evaluation on transitions and outcomes to inform more effective decision-making in government and business. It is not yet clear how the creation of IDI will benefit Māori, nor what mechanisms will be put in place to empower Māori governance over Māori data.

The second major initiative is New Zealand Data Futures. In August 2015 Government established a Data Futures Partnership which comprises a cross-sector group of influential people working together to drive high-trust and high-value data use. The overarching vision of NZ Data Futures is for NZ to be a world leader in the trusted use of shared data to deliver a prosperous, inclusive society. NZDF recognises the strategic importance of data as a national asset and is focused on deriving social and economic benefits from data while maintaining trust and privacy. The partnership is mandated by Government and a dedicated Working Group will drive the overall programme of work and core deliverables for the Partnership.

**5.2 TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE
AND HERITAGE PARTIES**

TE TOMOKANGA TIAKI TAONGA RELATIONSHIP AGREEMENT

between the Culture and Heritage agencies (Te Ara Taonga)

and

Takapau Whāriki Trust, as the body representative for Ngā Hapū o Te Iwi o Whanganui.

DATE:

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

Background

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga ki Te Matapihi

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
Our tribal domain dictates our worldview,
Our culture and economy sustain and elevate
Our mana motuhake and tino rangatiratanga, our
legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui. The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the the culture and heritage agencies (**Te Ara Taonga**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Te Ara Taonga. Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Te Ara Taonga.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātapuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

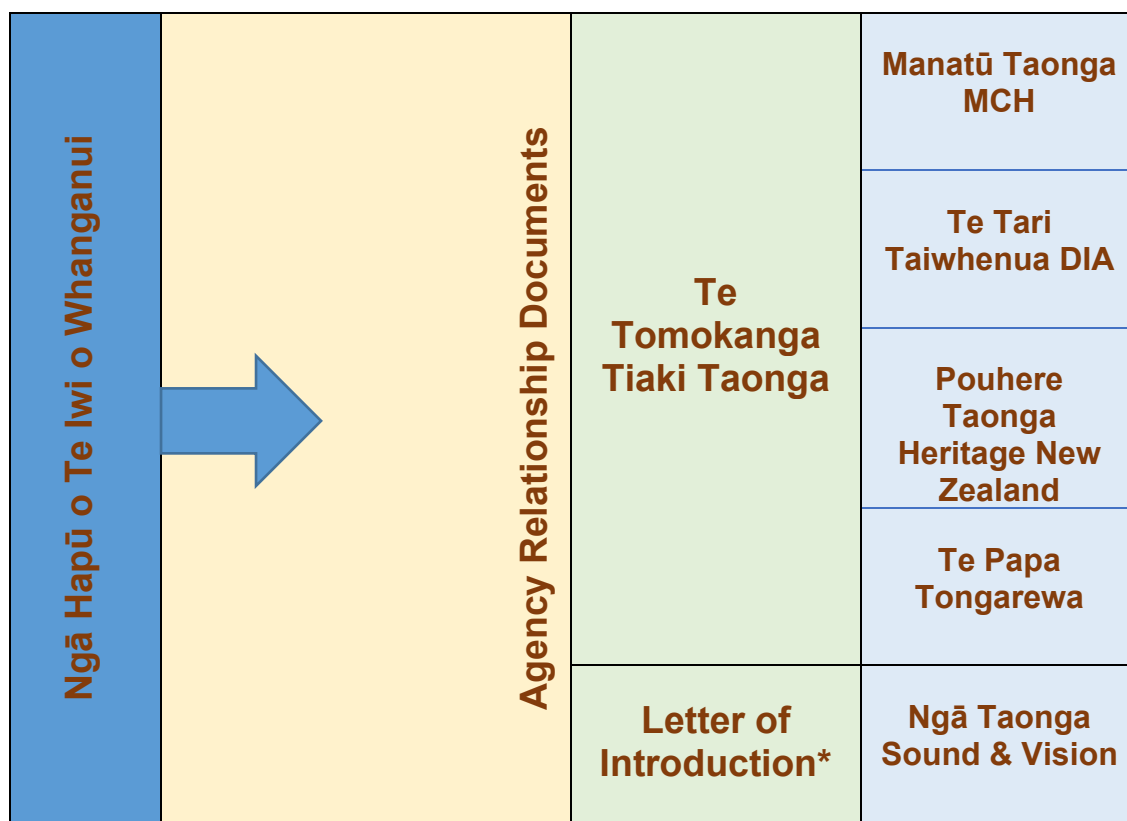
Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES



***An agreement outside of Treaty settlement process.**

This diagram explains the way we give effect to the relationship between iwi and the respective agencies. Some Culture and Heritage agencies come under this document, the Te Tomokanga Tiaki Taonga, and some have their own agreement. The constant is the relationship approach which is that agencies will work collaboratively to support iwi and their taonga aspirations.

*Ngā Taonga Sound & Vision (**Ngā Taonga**) participates in the collective agency Te Ara Taonga approach, including meetings with other cultural agencies and with iwi. Due to its status as a charitable trust, Ngā Taonga is not a signatory of the Whakaaetanga relationship agreement. The Letter of Introduction is a formal invitation from the Crown to Ngā Taonga to develop, with Ngā Hapū o Te Iwi o Whanganui, a relationship similar to the Te Tomokanga Tiaki Taonga, based on a mutually agreed set of principles which underpins the way we work together.*

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

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5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

Te Tomokanga Tiaki Taonga

The Parties

The Parties to this Te Tomokanga Tiaki Taonga (“Te Tomokanga”) are:

- Takapau Whāriki Trust (“Takapau Whāriki”), the post-settlement governance entity;
- Manatū Taonga, Ministry for Culture and Heritage (“MCH”);
- Te Tari Taiwhenua, Department of Internal Affairs (“DIA”), the agency responsible for:
 - the National Library Te Puna Mātauranga o Aotearoa (“National Library”); and
 - Archives New Zealand Te Rua Mahara o Te Kāwanatanga (“Archives New Zealand”)
- Te Papa Tongarewa, The Museum of New Zealand (“Te Papa”); and
- Pouhere Taonga, Heritage New Zealand (“Pouhere Taonga”).

For the purposes of this Te Tomokanga, Takapau Whāriki is the body representative of Ngā Hapū o Te Iwi o Whanganui who have an interest in the matters covered under this Te Tomokanga. This derives from the status of Takapau Whāriki as tangata whenua in the Iwi Settlement Redress Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

The agencies responsible for the National Library and Archives New Zealand, Te Papa, Pouhere Taonga and MCH are for the purposes of this Te Tomokanga referred to as the “Culture and Heritage Parties”.

A summary of the role and functions of each of the Parties is provided in the Appendices.

Introduction

1. Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the “Deed of Settlement”), the Parties agreed to the development of a Te Tomokanga between the Culture and Heritage Parties and Takapau Whāriki to facilitate:
 - 1.1 the care, management, access, use, development and revitalisation of Ngā Hapū o Te Iwi o Whanganui taonga; and
 - 1.2 the identification, protection, preservation and conservation of the historical and cultural heritage of Ngā Hapū o Te Iwi o Whanganui.
2. This Te Tomokanga records certain aspects of the parties’ relationship giving effect to Te Tomokanga ki Te Matapihi, underpinning the relationship between the parties as they move forward as partners, connecting with whānau, Hapū, Iwi and whenua within the Settlement Redress Area.
3. The Parties have entered into Te Tomokanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Ngā Hapū o Te Iwi o Whanganui.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of Takapau Whāriki.

Purpose

6. The Parties are seeking an ongoing relationship based on Te Tomokanga ki Te Matapihi which facilitates the care and management, use, development and revitalisation of, and access to, Ngā Hapū o Te Iwi o Whanganui taonga (whether held by Ngā Hapū o Te Iwi o Whanganui whānau and hapū or Culture and Heritage Parties).
7. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Te Tomokanga and will be discussed as part of the development of the joint work plans:
 - 7.1. the significance of Ngā Hapū o Te Iwi o Whanganui taonga to the maintenance and development of Ngā Hapū o Te Iwi o Whanganui culture and to enriching the cultural life of New Zealand;
 - 7.2. that Ngā Hapū o Te Iwi o Whanganui taonga are held and looked after by Ngā Hapū o Te Iwi o Whanganui whānau and hapū, and also by the Culture and Heritage Parties to this Te Tomokanga;
 - 7.3. Ngā Hapū o Te Iwi o Whanganui's cultural and spiritual authority in relation to Ngā Hapū o Te Iwi o Whanganui taonga;
 - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Ngā Hapū o Te Iwi o Whanganui in the care and management, use, development and revitalisation of, and access to, Ngā Hapū o Te Iwi o Whanganui taonga is required as agreed in the joint work plans;
 - 7.5. that innovative and technological solutions are required to provide opportunities for Ngā Hapū o Te Iwi o Whanganui's population, and [a percentage] of that population who are living outside the traditional tribal rohe, to connect with Ngā Hapū o Te Iwi o Whanganui's culture and identity; and
 - 7.6. the need for an enduring and collaborative relationship to be developed between Takapau Whāriki and the Culture and Heritage Parties.
8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Te Tomokanga and will be discussed as part of the development of the work plans:
 - 8.1. the significance of wāhi tapu and wāhi tūpuna, land-based Māori heritage, structures and monuments to enriching the cultural life of New Zealand;
 - 8.2. the significance that place-based taonga such as marae, wāhi tapu and wāhi tūpuna, ancestral footprints in archaeology, and others have for iwi/hapū and the cultural life of New Zealand;
 - 8.3. that said place-based taonga are looked after by Ngā Hapū o Te Iwi o Whanganui whānau and hapū;

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- 8.4. Ngā Hapū o Te Iwi o Whanganui 's cultural and spiritual authority in relation to their place-based taonga
- 8.5. that active and meaningful engagement by the Pouhere Taonga with Ngā Hapū o Te Iwi o Whanganui the identification, protection, preservation and conservation of their place-based taonga are required as agreed in the work plans; and
- 8.6. the need for an enduring and collaborative relationship to be developed between Takapau Whāriki and Pouhere Taonga.

Vision

9. The Culture and Heritage Parties recognise and respect the vision of Takapau Whāriki which is that Whanganui will be a positive and responsible tribal nation with the capability to act and live as a tribe that is vibrant, strong, robust and prosperous culturally, socially, environmentally and economically.
10. This vision is intended to facilitate access to Ngā Hapū o Te Iwi o Whanganui taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Ngā Hapū o Te Iwi o Whanganui's historical and cultural heritage.
11. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land-based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

Principles

12. Te Tomokanga ki Te Matapihi underpins the relationship between the Parties. Consistent with this, the Parties acknowledge Ngā Mātāpono of:

Toitū te kupu (Relationship of Integrity) The intent of one's word and the truth of its expression.

Toitū te mana (Relationship of Authority) Recognition of the permanence of Iwi mana and the sharing of responsibility to uphold that mana.

Toitū te whenua (Relationship of Sustenance) The connection of humanity with the taiao, and the duty of care by humanity towards the taiao.

And in addition, the Parties are committed to the principles that will guide the implementation of Te Tomokanga, by:

- 12.1 acknowledging that Ngā Hapū o Te Iwi o Whanganui hold Mana Motuhake within their rohe/takiwā;
- 12.2 working consistently with Te Tiriti o Waitangi;
- 12.3 working with a 'no surprises' approach;
- 12.4 working in a spirit of co-operation;

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- 12.5 acknowledging that the relationship is flexible and evolving;
 - 12.6 respecting the independence of the Parties, their individual mana and/or legislative authority, their roles and responsibilities; and
 - 12.7 recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
13. Takapau Whāriki and the Culture and Heritage Parties have entered into this Te Tomokanga in good faith and in the spirit of partnership. Takapau Whāriki and the Culture and Heritage Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

Development of specific pieces of work

14. When requested by Takapau Whāriki, each of the Culture and Heritage Parties will make best endeavours to confirm joint work plans (work plans) with Takapau Whāriki within two months of the request. If this timeframe is unable to be met, the Cultural and Heritage Parties will ensure that Takapau Whāriki is kept informed as to progress on the request and likely timing. The work plans will cover matters consistent with the purpose of this Te Tomokanga of specific pieces of work to be undertaken which may:
- 14.1. provide the detail of the commitments agreed by Takapau Whāriki and each respective Culture and Heritage Party;
 - 14.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 14.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 14.4. identify a process for resolving any issues or disputes;
 - 14.5. identify key contact persons for the parties;
 - 14.6. provide for mutually agreed outcomes; and
 - 14.7. provide for the work plans to be reviewed at the annual meeting.
15. Final topics for the work plans will be mutually agreed by Takapau Whāriki and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
16. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with Takapau Whāriki before issuing any such invitation and respect Te Tomokanga ki Te Matapihi in doing so.

Work Plan Topics Shared by all Parties

17. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.
- 17.1. Care and Management of Ngā Hapū o Te Iwi o Whanganui taonga held by Culture and Heritage Parties and of land-based Māori heritage structures and monuments:

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- a. to provide access, advice and guidance on taonga and cultural heritage issues;
 - b. to work collaboratively with Takapau Whāriki as far as reasonably practicable, to develop and maintain inventories for Ngā Hapū o Te Iwi o Whanganui taonga;
 - c. to work collaboratively with Takapau Whāriki to research Ngā Hapū o Te Iwi o Whanganui taonga;
 - d. to work with Takapau Whāriki to develop metadata for Ngā Hapū o Te Iwi o Whanganui taonga;
 - e. to work collaboratively with Takapau Whāriki on taonga care, management, and storage;
 - f. to develop mutually beneficial research projects that enhance the understanding of Ngā Hapū o Te Iwi o Whanganui taonga and Ngā Hapū o Te Iwi o Whanganui culture; and
 - g. to work collaboratively with Takapau Whāriki on the identification, preservation and protection of Ngā Hapū o Te Iwi o Whanganui land-based Māori heritage, structures and monuments.
- 17.2. Sharing knowledge and expertise associated with Ngā Hapū o Te Iwi o Whanganui cultural heritage in order to:
- a. share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
 - b. share information on database use and research methodologies specific to, or that can be applied towards Ngā Hapū o Te Iwi o Whanganui taonga;
 - c. work together on exhibition planning processes and related activities specific to Ngā Hapū o Te Iwi o Whanganui taonga;
 - d. seek advice from Takapau Whāriki regarding specific policy and tikanga guidance as it relates to Ngā Hapū o Te Iwi o Whanganui taonga; and
 - e. share information on the preservation and protection of land-based Māori heritage, structures and monuments.
- 17.3. Opportunities for increased learning and capacity building relating to Ngā Hapū o Te Iwi o Whanganui taonga through:
- a. conservation and training in taonga and structure preservation;
 - b. collection management systems;
 - c. digitisation initiatives; and
 - d. training and development, with possible internships.

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

18. Final topics for the work plans will be mutually agreed by Takapau Whāriki and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Te Tomokanga includes potential topics for work plans between Takapau Whāriki and each of the Culture and Heritage Parties.

Ongoing Relationships

19. The Parties agree to meet (“hui of the Parties”) if requested by either party, at a date to be mutually agreed.
20. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.
21. Each party will meet its own cost of attending a hui of the Parties. This clause relates specifically to costs associated with travel to and from a hui of the Parties. It does not relate to costs associated with hosting, which will typically be met by the hosting Party.

Communication

22. The Parties commit to:
- 22.1. maintain effective communication with one another on any concerns and issues arising from this Te Tomokanga and its implementation;
 - 22.2. provide reasonable opportunities for meetings of relevant management and staff;
 - 22.3. provide reasonable opportunities to train relevant employees of the Parties to ensure they are made aware of this Te Tomokanga and the practical tasks which flow from it;
 - 22.4. provide reasonable opportunities to inform other organisations with whom they work, central government agencies and stakeholders about this Te Tomokanga and future amendments, as relevant; and
 - 22.5. include a copy of this Te Tomokanga Tiaki Taonga on the Culture and Heritage Parties’ websites.
23. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Te Tomokanga shall be resolved in accordance with Te Tomokanga ki Te Matapihi.

Changes to Policy and Legislation Affecting this Te Tomokanga

24. In addition to the specific commitments in this Te Tomokanga, the Culture and Heritage Parties will consult, wherever practicable, with Takapau Whāriki on legislative and policy development or review which potentially affects Ngā Hapū o Te Iwi o Whanganui taonga and provide for opportunities for Takapau Whāriki to contribute to such developments.
25. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

the Culture and Heritage Parties operate, and which impacts on the purpose of this Te Tomokanga, the Culture and Heritage Parties will:

- 25.1. notify Takapau Whāriki of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
 - 25.2. make available to Takapau Whāriki all relevant information;
 - 25.3. ensure Takapau Whāriki has an opportunity to discuss and engage with the relevant Culture and Heritage Party regarding any preliminary outcome of any consultation/process; and
 - 25.4. advise Takapau Whāriki of the final outcome of any such consultation.
26. Where the Culture and Heritage Parties are required to consult under this Te Tomokanga, the basic principles that will be followed in consulting with Takapau Whāriki in each case are:
- 26.1. ensuring that Takapau Whāriki trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage party of the proposal or issues to be the subject of the consultation;
 - 26.2. providing Takapau Whāriki trustees with sufficient information to engage and make informed submissions in relation to any of the matters that are the subject of the consultation;
 - 26.3. ensuring that sufficient time is given for the participation of Takapau Whāriki trustees, and/or Ngā Hapū o Te Iwi o Whanganui members as appropriate, in the decision making process including the preparation of submissions by Takapau Whāriki trustees in relation to any of the matters that are the subject of the consultation;
 - 26.4. ensuring that the Culture and Heritage party will approach the consultation with Takapau Whāriki trustees with an open mind and in accordance with Te Tomokanga, and will genuinely consider the submissions of Takapau Whāriki trustees in relation to any of the matters that are the subject of the consultation; and
 - 26.5. reporting back to Takapau Whāriki trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

Effect

27. The Parties are focussed on and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focussed on building enduring relationships to establish shared ways of working. This Whakaaetanga is not legally binding.
28. Appendix B (The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturū) of the Te Tomokanga is issued pursuant to section [xx] of the [IWI NAME Settlement Act YEAR] ("the Settlement Legislation") that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement. The

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

aspects of Appendix B that are reflected in the Settlement Legislation are legally enforceable.

29. Takapau Whāriki acknowledges that all agreements and commitments contained in this Te Tomokanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific taonga are held by the Culture and Heritage Parties.

Dispute Resolution

30. If a dispute arises in connection with this Te Tomokanga, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
31. If the process in clause 30 does not result in resolution of the dispute, the matter may be escalated to a meeting of the relevant Culture and Heritage Party's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
32. If the dispute is not resolved within a reasonable time through the process under clause 31, then the matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Chief Executive of the relevant Culture and Heritage Party (or nominee). In the case of Te Papa and Pouhere Taonga, the Chairperson of the Board. The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
33. If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
34. The costs of mediation are to be split equally between the parties.
35. Nothing under clauses 30 – 34, or in this agreement, prevents Takapau Whāriki from contacting or meeting with the relevant Minister, if required.

Review provision

36. This Te Tomokanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Te Tomokanga.
37. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered in Te Tomokanga remain relevant and continue to capture the purpose of Te Tomokanga.
38. If for any reason, the hui of the Parties is unable to take place, a review is to be carried out by the Parties by an alternative agreed method.
39. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at [clause 19-21] and may sign an amended Te Tomokanga that reflects the changes which will take effect upon signing.

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

Definitions

“the Settlement Redress Area”	means the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area defined at Appendix D
“Culture and Heritage parties”	has the same meaning given to it in “the Parties” section of this Te Tomokanga
“Deaccessioned”	means the permanent removal of an item from the collections of Te Papa
“Found”	has the same meaning as in section 2 of the Protected Objects Act 1975
“Inventories”	means list of information
“Te Tomokanga Tiaki Taonga”	“the Te Tomokanga”: means this Te Tomokanga Tiaki Taonga (consistent with Whaakaetanga Tiaki Taonga).
“National Library”	includes the Alexander Turnbull Library
“Ngā Mātāpono”	has the same meaning as in the Deed of Settlement.
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“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, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
“Te Tomokanga Te Matapihi”	has the same meaning as in the Deed of Settlement.
“Tiaki Taonga”	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties
“Tupua Te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

[Issued on []

Signing parties

WITNESS

(Name)

Chief Executive

Name:

Takapau Whāriki Trust

Occupation:

Date:

Address:

Paul James

Chief Executive

WITNESS

Te Tari Taiwhenua Department of Internal Affairs

Name:

Date:

Occupation:

Address:

Leauanae Laulu Mac

Tumu Whakarae, Chief Executive

Ministry for Culture and Heritage Manatū Taonga

WITNESS

Name:

Date:

Occupation:

Address:

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

Courtney Johnston

Tumu Whakarae, Chief Executive

WITNESS

Museum of New Zealand Te Papa Tongarewa

Date:

Name:

Occupation:

Address:

Dr Arapata Hakiwai

Kaihautū

WITNESS

Museum of New Zealand Te Papa Tongarewa

Date:

Name:

Occupation:

Address:

Andrew Coleman

Chief Executive

WITNESS

Heritage New Zealand Pouhere Taonga

Date:

Name:

Occupation:

Address:

Appendix A: Work Plan Topics Specific to Culture and Heritage Parties

Potential topics for Culture and Heritage Parties' respective work plans may include, but are not limited to, the topics identified below.

Te Tari Taiwhenua Department of Internal Affairs

National Library Te Puna Mātauranga o Aotearoa

1. Collaborative Care and Management of Taonga:
 - a) to work with Takapau Whāriki to develop processes to record what material relating to Ngā Hapū o Te Iwi o Whanganui taonga is being accessed from the collections;
 - b) to work with Takapau Whāriki to develop protocols concerning use of and access to material relating to Ngā Hapū o Te Iwi o Whanganui taonga;
 - c) to work with Takapau Whāriki to develop and maintain any existing or future collection(s) that concern or refer to Whanganui taonga;
 - d) to work with Takapau Whāriki to develop exhibition opportunities relating to Ngā Hapū o Te Iwi o Whanganui Settlement taonga; and
 - e) to provide Takapau Whāriki the opportunity to share their mātauranga regarding key activities and events at National Library.
2. Sharing knowledge and expertise associated with Ngā Hapū o Te Iwi o Whanganui taonga:
 - a) to share knowledge and expertise on Ngā Hapū o Te Iwi o Whanganui taonga held in New Zealand and overseas; and
 - b) to broker relationships with New Zealand and international libraries and heritage organisations.

Archives New Zealand Te Rua Mahara o Te Kāwanatanga

3. Collaborative Care and Management of Taonga:
 - a) to work with Takapau Whāriki to develop processes to record what material relating to Ngā Hapū o Te Iwi o Whanganui taonga is being accessed from the collections;
 - b) to work with Takapau Whāriki to develop protocols concerning use of and access to materials relating to Ngā Hapū o Te Iwi o Whanganui taonga;
 - c) The Chief Archivist will facilitate, where possible, the engagement of public offices with Ngā Hapū o Te Iwi o Whanganui to identify and arrange for the discharge of any taonga records relevant to Ngā Hapū o Te Iwi o Whanganui which are scheduled for disposal and are not required for retention as part of the permanent Government record.

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- d) to develop a process to provide information to Takapau Whāriki on the type of research being conducted when Ngā Hapū o Te Iwi o Whanganui taonga are being accessed.
- 4. Monitoring delivery of service:
 - a) to develop processes to monitor the effectiveness of the relationship with and services to Takapau Whāriki in achieving outcomes mutually agreed in the work plans.
- 5. Analysis and reporting:
 - a) to prepare and prioritise a list of key questions to ask regularly in written reports to Takapau Whāriki which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
- 6. Advice for public offices and local authorities on access to Ngā Hapū o Te Iwi o Whanganui taonga:
 - a) to consult with Takapau Whāriki, and advise public offices and local authorities, on best practice in making access decisions for access to Ngā Hapū o Te Iwi o Whanganui taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

- 7. To work with Takapau Whāriki consistent with the principle of Mana Taonga which:
 - a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and
 - b) shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of taonga.
- 8. Collaborative Care and Management of Taonga:
 - a) to develop and maintain an inventory of Ngā Hapū o Te Iwi o Whanganui taonga held at Te Papa;
 - b) to ensure access to Ngā Hapū o Te Iwi o Whanganui taonga held at Te Papa;
 - c) to work with Takapau Whāriki to develop exhibition opportunities; and
 - d) to provide opportunities to promote Ngā Hapū o Te Iwi o Whanganui artists at Te Papa.
- 9. To provide Ngā Hapū o Te Iwi o Whanganui the opportunity to share their mātauranga regarding key activities and events at Te Papa:
 - a) to recognise the Takapau Whāriki as an iwi authority for Ngā Hapū o Te Iwi o Whanganui in relation to taonga issues; and

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- b) to consult with Takapau Whāriki regarding, and provide Ngā Hapū o Te Iwi o Whanganui with the opportunity to acquire, Ngā Hapū o Te Iwi o Whanganui taonga that may be deaccessioned by Te Papa.
10. Sharing knowledge and expertise associated with Ngā Hapū o Te Iwi o Whanganui cultural heritage kaupapa:
- a) to share knowledge and expertise associated with Ngā Hapū o Te Iwi o Whanganui cultural heritage kaupapa, including the following:
 - i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;
 - ii) Visitor Market Research & Evaluation methodology and data;
 - iii) Ngā Hapū o Te Iwi o Whanganui taonga held overseas;
 - b) to actively facilitate Ngā Hapū o Te Iwi o Whanganui relationships with New Zealand and international museums, galleries and heritage organisations; and
 - c) to actively facilitate opportunities for access and reconnection of Takapau Whāriki taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations

11. In the future Te Papa and Takapau Whāriki will work together on:
- a) New Zealand Museum Standards Scheme;
 - b) advice on cultural centre development;
 - c) commercial initiatives;
 - d) exhibition and project partnership; and
 - e) repatriation of Māori and Moriori ancestral remains to their iwi/imi and rohe of origin in Aotearoa, Te Waipounamu and Rēkohu/Chatham Islands/Wharekauri.
12. To implement the above workplan, initial contact is to be made with Te Papa through the Kaihautū and the Director of the Ngā Manu Atarua directorate.
13. Funding for workshops to develop iwi capacity and capability in research, care of taonga and development of exhibitions is provided through Te Papa's Te Paerangi National Services group. To maximise this funding, opportunities may be given for multiple iwi and Māori community representatives to learn and share their mātauranga together.

Pouhere Taonga Heritage New Zealand– Māori Heritage

14. From maunga kōrero to punawai, from where tūpuna to rua kōiwi, Māori heritage places are taonga tuku iho, integral to Aotearoa/ New Zealand's culture and identity. Pouhere Taonga – Heritage New Zealand ("Pouhere Taonga") promotes the identification,

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protection, preservation and conservation of the historical and cultural heritage of our country.

Whakaoranga Taonga Marae – Māori Buildings Conservation Programme

15. Wharenui, wharekai, whare karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, hapū and iwi initiatives to preserve these taonga through a range of advisory and on-site services.
16. These services include:
 - a) conservation assessments;
 - b) conservation technical advice and services;
 - c) conservation workshops; and
 - d) funding advice.

Mahi Hura Whenua – Māori Heritage and Archaeology

17. The Heritage New Zealand Pouhere Taonga Act 2014 (“the Act”) defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence relating to the history of Aotearoa/New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must apply for an archaeological authority. The archaeological authority provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:
 - a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and hapū or iwi has been conducted; and
 - b) help liaise with communities – relevant iwi, hapū and hāpori, landowners, developers, archaeologists.

Mahi Rārangi Kōrero – Māori Heritage and the List

18. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero (“the List”) recognises historic places, historic areas, Wāhi Tapu, Wāhi Tapu areas and Wāhi Tūpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:
 - a) liaise and engage with relevant iwi/hapū and hāpori and interested groups, e.g. landowners, local authorities, government departments;
 - b) specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to iwi/hapū of their taonga places; and

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- c) work with iwi/hapū and relevant groups towards the long-term conservation, and protection of Māori heritage places, in particular through district planning mechanisms if this is deemed appropriate and conservation advice.

Appendix B: The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu

1. The Minister for Arts, Culture and Heritage (“the Minister”) and the Chief Executive of the Ministry for Culture and Heritage (“the Chief Executive”) have certain roles in terms of the matters described in this Appendix. In exercising such roles, the Minister and the Chief Executive will provide Takapau Whāriki with the opportunity for input into those matters.

Relationship Principles

2. Takapau Whāriki, the Minister and the Chief Executive agree to abide by the relationship principles set out in [clauses 12 and 13] of this Te Tomokanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

Te Tomokanga Provisions

3. The Ministry for Culture and Heritage (“MCH”) agrees to comply with all its obligations to Takapau Whāriki set out in the body of the Te Tomokanga.

Protected Objects Act 1975

4. The Chief Executive has certain functions, powers and duties in terms of the Protected Objects Act 1975 (formerly known as the Antiquities Act 1975) and will consult, notify and provide information to Takapau Whāriki trustees within the limits of the Act.
5. The Protected Objects Act 1975 regulates:
 - a) the export of protected New Zealand objects;
 - b) the illegal export and import of protected New Zealand and foreign objects; and
 - c) the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

Notification of Taonga Tūturu

6. From the date this Te Tomokanga is issued the Chief Executive will:
 - a) notify Takapau Whāriki in writing of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand;
 - b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand;
 - c) notify Takapau Whāriki in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand;

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- d) notify Takapau Whāriki in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession, or custody of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- e) notify Takapau Whāriki in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession, or custody of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui 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 the area or identified as being Ngā Hapū o Te Iwi o Whanganui origin found elsewhere in New Zealand

- 7. If Takapau Whāriki lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui 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.
- 8. If there is a competing claim or claims lodged in conjunction with Takapau Whāriki claim of ownership, the Chief Executive will consult with Takapau Whāriki 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.
- 9. If the competing claims for ownership of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of Takapau Whāriki may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Custody of Taonga Tūturu found in the area of identified as being Ngā Hapū o Te Iwi o Whanganui origin found elsewhere in New Zealand

- 10. If Takapau Whāriki does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui 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:
 - a) consult Takapau Whāriki before a decision is made on who may have custody of the Taonga Tūturu; and
 - b) notify Takapau Whāriki in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications – Expert Examiners

- 11. For the purpose of seeking an expert opinion from Takapau Whāriki trustees on any export applications to remove any Taonga Tūturu of Ngā Hapū o Te Iwi o Whanganui origin from

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New Zealand, the Chief Executive will register Takapau Whāriki trustees on the MCH Register of Expert Examiners.

12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngā Hapū o Te Iwi o Whanganui origin from New Zealand, the Chief Executive will consult Takapau Whāriki trustees as an Expert Examiner on that application and notify Takapau Whāriki trustees in writing of their decision.

The role of the Minister under the Protected Objects Act 1975

13. The Minister has functions, powers and duties under the Protected Objects Act 1975 and may consult, notify and provide information to Takapau Whāriki within the limits of the Act. In circumstances where the Chief Executive originally consulted Takapau Whāriki as an Expert Examiner, the Minister may consult with Takapau Whāriki where a person appeals the decision of the Chief Executive to:
- a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
14. MCH will notify Takapau Whāriki in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Takapau Whāriki was consulted as an Expert Examiner.

Registration as a collector of Ngā Taonga Tūturu

15. The Chief Executive will register Takapau Whāriki trustees as a Registered Collector of Taonga Tūturu.

Board appointments

16. The Chief Executive shall:
- a) notify Takapau Whāriki trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - b) add Takapau Whāriki trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
 - c) notify Takapau Whāriki trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

National Monuments, War Graves and Historic Graves

17. The Chief Executive shall seek and consider the views of Takapau Whāriki trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Ngā Hapū o Te Iwi o Whanganui's interests.
18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by Takapau Whāriki, which the Chief Executive considers complies with the MCH's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of

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the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

History Publications

19. The Chief Executive shall:
- a) provide Takapau Whāriki trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate to Ngā Hapū o Te Iwi o Whanganui; and
 - b) where reasonably practicable, consult with Takapau Whāriki trustees on any work MCH undertakes that relates to Ngā Hapū o Te Iwi o Whanganui:
 - i) from an early stage;
 - ii) during the process of undertaking the work; and
 - iii) before making the final decision on the material of a publication.
20. Takapau Whāriki trustees accept that the author, after genuinely considering the submissions and/or views of and confirming and correcting any factual mistakes identified by Takapau Whāriki trustees, is entitled to make the final decision on the material of the historical publication.

Provision of Cultural and/or Spiritual Practices and Professional Services

21. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngā Hapū o Te Iwi o Whanganui within the Area, the Chief Executive will meet the costs of undertaking such practices.
22. Where appropriate, the Chief Executive will consider using Takapau Whāriki trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in [clause 22 and 23] of Appendix B is subject to the Government Procurement Rules, all government good practice policies and guidelines, and MCH's purchasing policy.

Appendix C: Background information of the agencies

Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs (“the Department”) is the oldest government department and has been part of the fabric of New Zealand’s Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. It works towards ensuring oranga hapū, iwi and Māori is improved through an enduring, equitable and positive Māori-Crown partnership; and that iwi, hapū and communities across New Zealand are safe, resilient and thriving.
3. The Department is responsible to several Ministers administering one vote across multiple portfolios. Our portfolios currently include Internal Affairs, Ministerial Services, Racing, Local Government, the Community and Voluntary sector, National Library, Archives New Zealand and the Chief Information Office.
4. The Minister of Internal Affairs oversees the Government’s ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
5. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates people’s 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.
6. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation, the Chief Executive of the Department of Internal Affairs became accountable for the functions of the National Library and of Archives New Zealand.
7. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in this Whakaaetanga in relation to the functions of the National Library and Archives New Zealand, and will have an important role in managing the overall relationship with Takapau Whāriki.

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

8. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;

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

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

- 10. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
- 11. Archives New Zealand works to achieve the following outcomes:
 - (a) Full and accurate records are kept by public sector agencies;
 - (b) Public archives are preserved and well-managed; and
 - (c) Public archives are accessible and used.
- 12. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.
- 13. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
- 14. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
- 15. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
- 16. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices

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provide local communities with access to records of local significance. Together we support government recordkeeping and Māori, iwi and hapū with the care and management of archives.

Museum of New Zealand Te Papa Tongarewa (Te Papa)

17. The Museum of New Zealand Te Papa Tongarewa (“Te Papa”) is an autonomous Crown Entity under the Crown Entities Act 2004. It was established by the Museum of New Zealand Te Papa Tongarewa Act 1992, replacing the former National Museum and National Art Gallery.
18. Te Papa’s purpose, as stated in the Museum of New Zealand Te Papa Tongarewa Act, is to “provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future”.
19. Under the Act, in performing its functions, Te Papa shall:
 - (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.
20. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website: www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents.

Manatū Taonga – Ministry for Culture and Heritage

21. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
22. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.
23. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand’s culture and kaitiaki of New Zealand’s taonga. The Ministry’s work prioritises cultural outcomes and supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
24. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day

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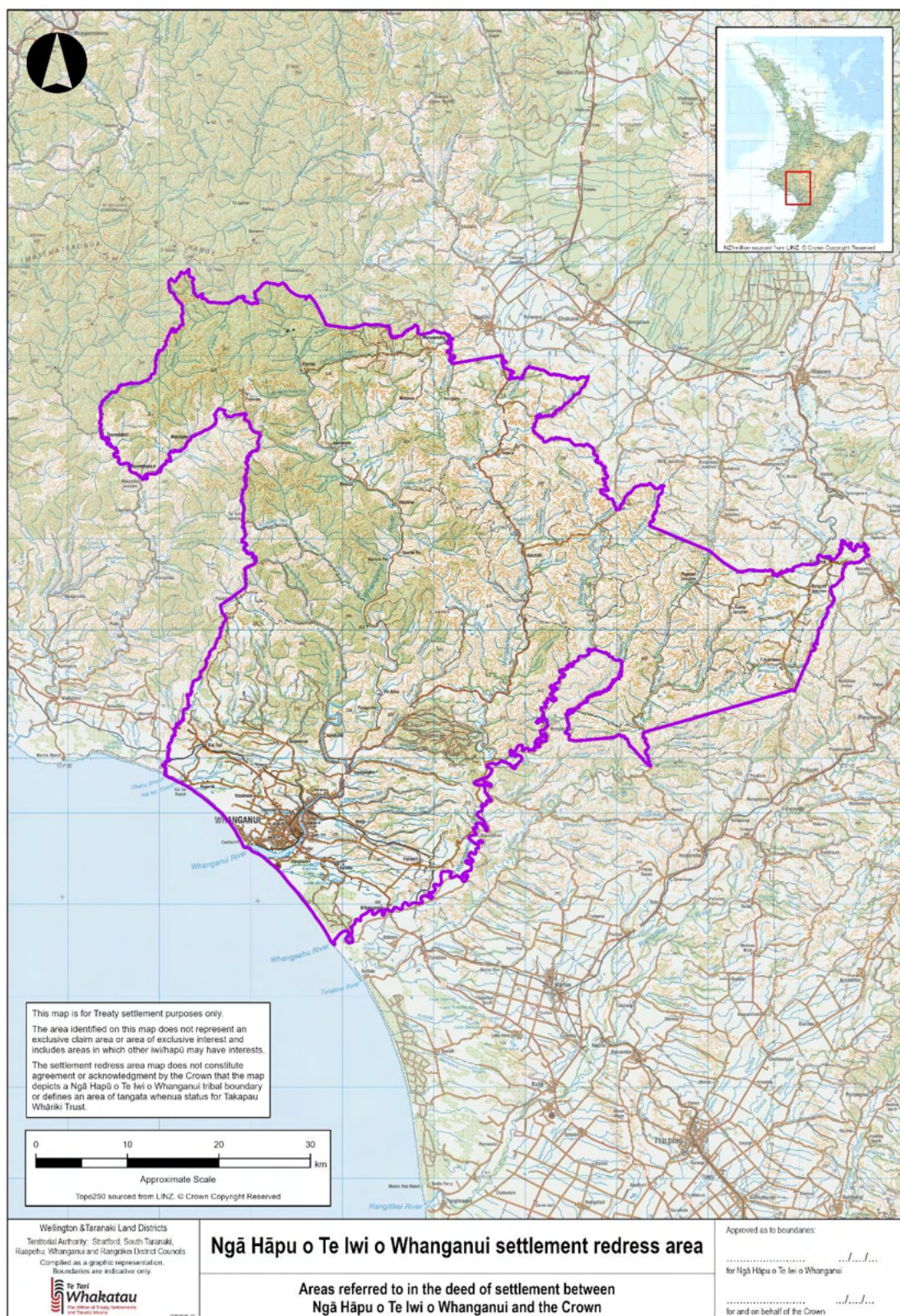
celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

Heritage New Zealand Pouhere Taonga

25. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
26. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the <http://legislation.govt.nz/act/public/2014/0026/latest/DLM4005414.html>.
27. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.
28. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

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Appendix D: Ngā Hapū o Te Iwi o Whanganui - Settlement Redress Area



5.3 JUSTICE SECTOR RELATIONSHIP AGREEMENT

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

**THE MINISTRY OF JUSTICE, DEPARTMENT OF CORRECTIONS AND
NEW ZEALAND POLICE**

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through the Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of the Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with the Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Justice, Department of Correction and New Zealand Police (**Justice Sector**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Justice Sector.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by, and provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Justice sector.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātapuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

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5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui (**Takapau Whāriki**);
- (b) The Ministry of Justice/Te Tāhū o te Ture (the **Ministry of Justice**);
- (c) Department of Corrections/Ara Poutama Aotearoa (the **Department of Corrections**); and
- (d) New Zealand Police/Ngā Pirihimana o Aotearoa (**NZ Police**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Justice Sector with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Justice Sector journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Integrity and respect are shared values across Justice Sector Agencies. Each agency supports an enduring and effective relationship with Whanganui Land Settlement Negotiation Trust (Ngā Hapū o Te Iwi o Whanganui) that gives life to these shared values. Justice Sector Agencies will use our best endeavours to: • continue to deepen and grow our understanding of Te Tomokanga ki te Matapihi, Ngā Mātāpono and what it means for our work • engage based on the principle of Mana ki te Mana, Mahi ki te Mahi • continue to maintain open and active communication lines • continue to strengthen and enhance our working relationships with Ngā Hapū o Te Iwi o Whanganui, including through our current relationships such as the NZ Police and Ministry of Justice arrangements under Te Puna Hapori. • identify shared goals and values, and develop strategies to achieve them together • do what we say we will do and be honest about what we cannot do.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared	Justice Sector agencies understand their responsibilities in the justice sector and recognise the mana of Ngā Hapū o Te Iwi o Whanganui as the Iwi and kaitiaki in their area of relationships. Justice Sector Agencies will use our best endeavours to: • engage and collaborate with Ngā Hapū o Te Iwi o Whanganui

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responsibility to uphold that mana.	on issues that impact the people and whenua within their area of relationships - engage with Ngā Hapū o Te Iwi o Whanganui on proposed work that may fall within their area of relationships - explore and discuss opportunities for Ngā Hapū o Te Iwi o Whanganui involvement at a strategic level, in business planning and in local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. - recognise the importance of Te Tomokanga ki Te Matapihi and the value of local solutions to local matters, including Ngā Hapū o Te Iwi o Whanganui's unique role in these solutions - explore opportunities to apply Ngā Mātāpono at operational levels - strive to listen to Ngā Hapū o Te Iwi o Whanganui perspectives and to respect their mana.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Justice Sector Agencies recognise their status and role as Te Rino in the context of Te Tomokanga ki Te Matapihi and our obligations to uphold te Tiriti o Waitangi/Treaty of Waitangi with Ngā Hapū o Te Iwi o Whanganui. Agencies also recognise the values reflected in Tupua Te Kawa. Justice Sector Agencies will use our best endeavours to: - work together to understand the principles of Tupua Te Kawa and explore opportunities to apply them at the operational level. - work together with other agencies, entities, and iwi for the common purpose of providing for, and protecting the health and wellbeing of, the people, community - work together to develop a values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is relational, meaningful and trusting - acknowledge the connection between our work and its connection to people and the natural world.

4.0 VALUES OF THE JUSTICE SECTOR AGENCIES

Ministry of Justice/Te Tāhū o Te Ture

- 4.1 The Ministry, welcomes the opportunity to continue an ongoing relationship with Ngā Hapū o Te Iwi o Whanganui. The Ministry has integrated whakaaro Māori into its RISE values, which are:
- Respect – Whakamana: *Ko te tohu o te mana ko te whakamana*** – A process of mutual respect and understanding.
 - Integrity – Toka Tū: *Kia toka tū moana*** - To be solid in our foundations and to maintain the integrity of the Ministry.

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

- (c) **Service – Ākina: *Kia manawa tītī*** – Ākina or encouragement is about doing what needs to be done without praise or the need to be recognised.
- (d) **Excellence – Eke Panuku: *Kaua mā te waewae tūtuki engari mā te upoko pakaru*** – To successfully overcome.

Department of Corrections/ Ara Poutama Aotearoa

4.2 The values of the Department of Corrections/ Ara Poutama Aotearoa are:

- (a) **Manaaki (Respect)** – We care for and respect everyone.
- (b) **Kaitiaki (Guardianship)** – We are responsive and responsible.
- (c) **Whānau (Relationships)** – We develop supportive relationships.
- (d) **Rangatira (Leadership)** – We demonstrate leadership and are accountable.
- (e) **Wairua (Spirituality)** – We are unified and focused in our efforts.

New Zealand Police/Ngā Pirihimana o Aotearoa

4.3 The values of New Zealand Police/Ngā Pirihimana o Aotearoa are:

- (a) **Professionalism** - Our employees take pride in representing Police and making a difference in the communities the behaving professionally, in combination with specialist skills and expertise, is essential to ensuring colleagues and communities feel safe and are safe. In short, we want to “look the part and be the part”.
- (b) **Respect** - Police should treat everyone with dignity, uphold individual rights and honour their freedoms. We treat others as we would want to be treated. Being respectful of colleagues and the communities we work with builds trust and confidence in our organisation.
- (c) **Integrity** - Police employees need to be honest and uphold excellent ethical standards. Our integrity as individuals and as an organisation, is critical to building the trust and confidence of our colleagues and the communities we serve.
- (d) **Commitment to Māori and the Treaty** - Police act in good faith of, and respect, the principles of Te Tiriti o Waitangi. The principles are “partnership”, “protection” and “participation”. Working with Māori is essential to success. Police and Māori stand together, because only then can we build the support and relationships to reverse the over-representation of Māori in the criminal justice system.
- (e) **Empathy** - All Police employees seek to understand and consider the experience and perspective of the people we serve. It’s about walking in other people’s shoes. Better results will be achieved when we appreciate situations from the point of view of all the people we serve, work alongside and represent.
- (f) **Valuing Diversity** - Recognising different perspectives and experiences help make us better at what we do. Reflecting the communities we serve and appreciating different thinking and ways of life leads to better problem solving and results.

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within the Justice Sector's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 5.3 to 5.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 5.15 to 5.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 5.10 to 5.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 5.3 The Parties agree that a senior representative of Takapau Whāriki and the Justice Sector will participate in an annual relationship meeting.
- 5.4 The Justice Sector's representatives at the annual relationship meeting will be an appropriate member from each agency's Leadership Team, or an individual referred to in paragraph 8.1, who is delegated to make decisions on each agency's behalf.
- 5.5 Before each relationship meeting held in accordance with clause 5.3, representatives of Takapau Whāriki and the Justice Sector will agree to administrative arrangements for the meeting including the agenda.
- 5.6 Agenda items should include:
- (a) the annual workplan for the Justice Sector, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) reviewed any work plan developed under clause 5.10 to 5.14;
 - (c) opportunities for collaboration between the Justice Sector and Takapau Whāriki;
 - (d) any other matters of mutual interest; and
 - (e) next steps, including any further meeting dates required to review aspects of the Justice Sector's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 5.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.9 The Parties may, in writing, agree not to hold annual relationship meetings.

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT**Work Plans**

- 5.10 As a result of the annual relationship meetings, held in accordance with clause 5.3, and as part of other relationship meetings held in accordance with clause 5.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting.
- 5.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
- (a) developing shared policies that benefit the community;
 - (b) in accordance with clause 6.0 below, sharing information that is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) building on the current resource base to maximise opportunities;
 - (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area
 - (f) establishing shared prevention and intervention programs within the local community;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles,
 - (h) creating opportunities for increased learning and capacity building;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 5.12 When developing work plans under this agreement, the Justice Sector may invite any other party to be involved in discussions about the work plan. The Justice Sector will engage with Takapau Whāriki before issuing any such invitation.
- 5.13 Work plans will be mutually agreed by Takapau Whāriki and the Justice Sector and will reflect the priorities, resources and the specific functions and duties of the parties.
- 5.14 At the initial annual meeting, the Parties will agree priority topics, and these may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 5.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.

- 5.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Justice Sector. The Justice Sector will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 5.20 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 5.21 The Justice Sector will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 5.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;

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- (c) maintaining information on the parties' office holders, their addresses and contact details;
- (d) providing a primary contact at the Justice Sector for Takapau Whāriki who will act as a liaison person with other Justice Sector staff;
- (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Justice Sector to discuss and (if possible) resolve any issues that may arise;
- (f) informing relevant Justice Sector staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

- 8.1 The contact person for each of the Justice Sector Agencies for all matters relating to this Relationship Agreement is:
- (a) NZ Police - Deputy Commissioner or the Deputy Chief Executive Iwi and Communities, or their delegates.
 - (b) Ministry of Justice - Pou Whirinaki or nominated representative.
 - (c) Department of Corrections - Regional General Manager Communities Partnerships and Pathways.
- 8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.
- 8.3 The contact persons named in clauses in this Relationship Agreement may change from time to time. The Justice Sector Agencies and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

- 9.1 The Justice Sector is subject to the requirements of the Official Information Act 1982 (OIA).
- 9.2 The Justice Sector may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).
- 9.3 The Justice Sector will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

Takapau Whāriki wishes to make must be provided to the Justice Sector in a timely fashion, so that the Justice Sector is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 10.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.
- 10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.4 The commitments of the Justice Sector under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Justice Sector and of the government of the day.
- 10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

- 11.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 12.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 5.3 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

- 13.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 13.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 13.5 The costs of mediation are to be split equally between the parties.
- 13.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 13.0.

14.0 DEFINITIONS

“Justice Sector” or “Justice Sector Agencies”	means the Ministry of Justice, Department of Corrections and NZ Police.
“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two.
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga Toitū te Whānau”	means the enduring and positive well-being of the family/whānau.
“Tupua te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

SIGNED for and on behalf of **THE**)
MINISTRY OF JUSTICE/TE TĀHŪ O)
TE TURE in the presence of:)

) _____

 Signature of Witness

 Witness Name

 Occupation

 Address

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

SIGNED for and on behalf of **THE**)
DEPARTMENT **OF**)
CORRECTIONS/ARA POUTAMA)
AOTEAROA in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of **NEW**)
ZEALAND **POLICE/NGĀ**)
PIRIHIMANA O AOTEAROA in the)
presence of:)

Signature of Witness

Witness Name

Occupation

Address

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

SIGNED by for and on behalf of the)
trustees of the **TAKAPAU WHĀRIKI**)
TRUST by the Chair, in the presence)
of:

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about what giving life to Ngā Mātāpono

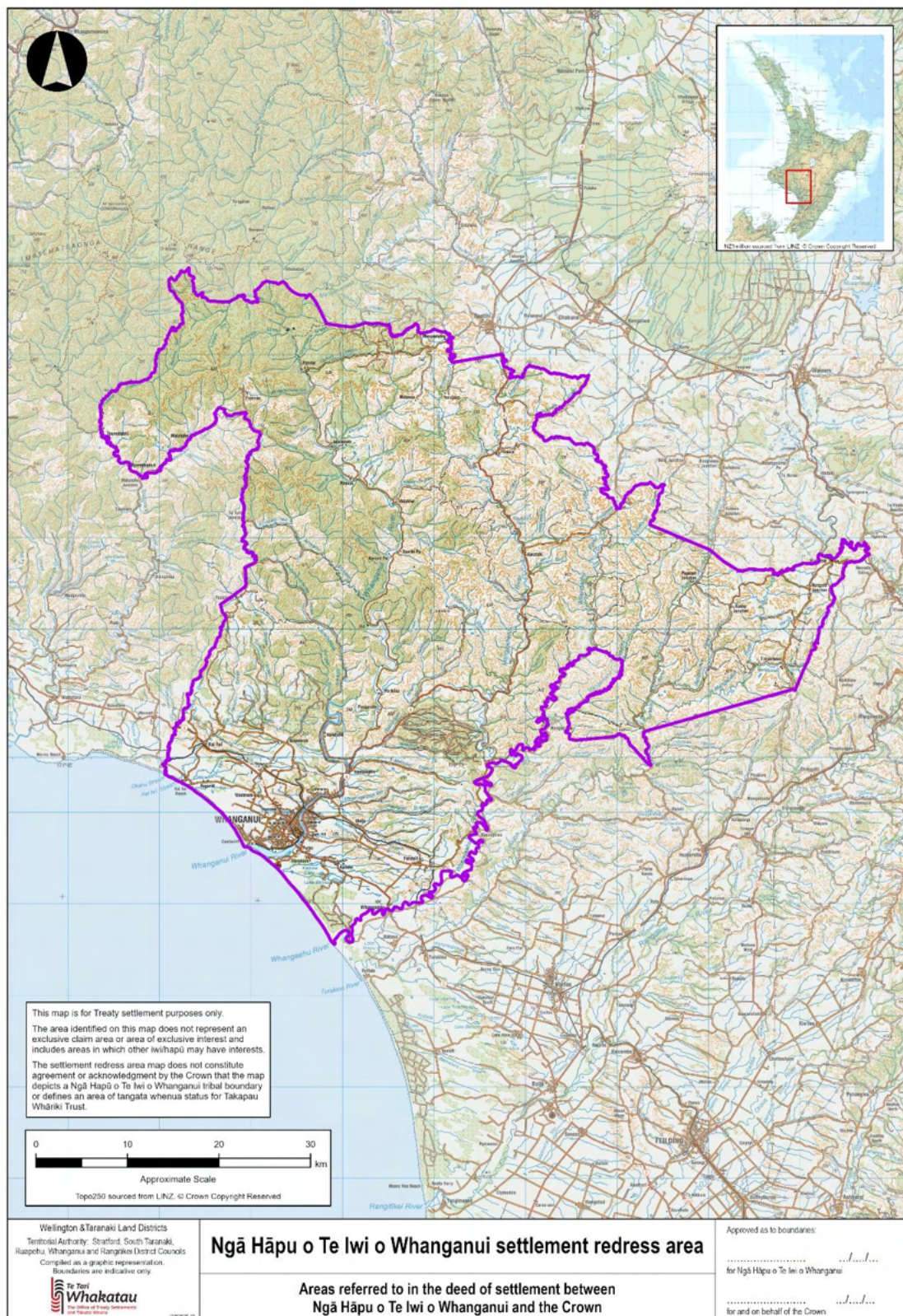
Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for [Crown entity] officials to relay this to all parts/members of [Crown entity]. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.
Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

to uphold that mana.	Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū te whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

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APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

NGĀ HAPŪ O TE IWI O WHANGANUI

through TAKAPAU WHĀRIKI TRUST

and

KĀINGA ORA – HOMES AND COMMUNITIES

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora	Our nationhood sustains us,
Mai te whare toka ki te tokatū	our tribal domain dictates our worldview,
He matapihi ki uta, ki tai, ki te ao	our culture and economy sustain and elevate
He ao āpōpō, he ao tea	our mana motuhake and tino rangatiratanga,
	our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome Kāinga Ora as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Kāinga Ora.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Kāinga Ora.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partaners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātapuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

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5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**); and
- (b) Kāinga Ora – Homes and Communities (**Kāinga Ora**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Kāinga Ora with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Kāinga Ora journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Proposed Commitments
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	To Kāinga Ora this means "walking the talk." To do that Kāinga Ora will – • Learn where, when, with who and how to engage and seek clarification about engaging when necessary. • Be prepared to engage. • Have the right people from Kāinga Ora engage so decisions and commitments, are implemented. • Some matters being raised or discussed will be new to the Parties with neither having experience with. Both Parties agree to explore how best to progress those matters.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.	To Kāinga Ora this means "hapū exercising tino rangatiratanga," to support hapū exercising tino rangatiratanga. Kāinga Ora will, explore how best to- • Understand and acknowledge hapū tino rangatiratanga when undertaking its activities. • Involve hapū in its activities where able.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Kāinga Ora acknowledges the role hapū play as Kaitiaki and will support them in that role by exploring how Kāinga Ora can provide information and advice to Takapau Whāriki and/or hapū about its activities in the Whanganui Settlement Redress Area so that the impact of its activities on te Taiao is understood, recorded, and monitored.

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

4.0 KĀINGA ORA VALUES

- 4.1 Kāinga Ora – Homes and Communities is a special name, and it is significant because of the mahi it is set up to do and the new ways it is being expected to do it, by working in partnership with Māori. To Kāinga Ora –
- (a) Kāinga is about a home, rather than a house.
 - (b) Kāinga Ora is about well-being.
 - (c) Kāinga Ora means wellbeing through places and communities.
- 4.2 The 2024-25 Statement of Performance Expectations sets out what activities Kāinga Ora will follow for the year. It confirms Kāinga Ora's commitment to fostering mutual respect, understanding, and partnership with Māori and iwi, and honouring the government's obligations under te Tiriti o Waitangi (the Treaty of Waitangi). The Kāinga Ora Strategy 2025 - 2035, where Māori are given prominent focus, outlines how we will deliver on our obligations and support Māori housing outcomes. Kāinga Ora supports the implementation of *MAIHI Ka Ora – the National Māori Housing Strategy*, and other kaupapa where Kāinga Ora has a clear role in supporting Māori housing outcomes.
- 4.3 These strategies lay a foundation for the expression and realization of Māori aspirations for housing. Co-designing Te Rautaki Māori demonstrates and priorities Partnership under te Tiriti o Waitangi.
- 4.4 The values are reaffirmed in the Kāinga Ora Strategy 2025–2035, which highlights:
- (a) A focus on Māori housing outcomes
 - (b) Te Tiriti o Waitangi: Māori and Crown partner to deliver better outcomes
 - (c) Enabling iwi and hapū aspirations in urban development and whenua-based housing solutions
 - (d) Embedding holistic service models such as *Te Whare Tapa Whā* and *Fonofale* in tenancy practice.
- 4.5 The goals of te Rautaki Māori o Kāinga Ora are:
- (a) All Māori are housed in safe and affordable homes
 - (b) Significant and efficient scaling of increased housing options for Māori
 - (c) Māori-led solutions to Māori issues with the support of government
- 4.6 Kāinga Ora must act consistently with a set of operating principles that includes working with iwi and Māori to build and support genuine, meaningful, and enduring partnerships that enable opportunities for Māori to both lead, deliver and contribute to housing solutions on their whenua, and to participate in urban development projects.
- 4.7 The Kāinga Ora Strategy 2025–2035 details four key objectives:
- (a) Our Services – We will adapt to the changing needs of our customers by refining our tenancy service model

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- (b) Our Homes – We will enhance the condition and utilization of our homes
- (c) Our Housing Portfolio – We will respond to customer needs by actively reconfiguring and renewing our homes
- (d) Our Organisation – We will be a reliably high-performing organisation

5.0 ROLES AND RESPONSIBILITIES

- 5.1 The Parties acknowledge that they are at the starting point of what is intended to be an enduring relationship. Both Parties agree to work towards developing a mutually beneficial relationship that is shown in meaningful and easy dialogue. To hasten that work, Kāinga Ora sets out here its purpose and focus areas.
- 5.2 The current vision of Kāinga Ora is: “Building better, brighter homes, communities and lives”. The core purpose of Kāinga Ora as an organisation is to make a positive difference in people’s lives.
- 5.3 The relationship Kāinga Ora has with Māori is bound by existing district and other administrative boundaries of central and local government which cross Māori rohe (i.e. geographic area of interest).
- 5.4 Kāinga Ora is working towards its focus areas of:

Tenancy Management and Urban Development

- (a) Kāinga Ora provides tenancy services to 200,000 customers and their whānau and owns, manages, and maintains some 70,000 public houses while also providing home ownership products and other services. Kāinga Ora is focusing on prioritising customers’ wellbeing, and provide customers with good quality, warm, dry, and healthy homes.
- (b) Kāinga Ora is also focused on delivering quality urban developments that connect homes with jobs, transport, open spaces, and the facilities that communities need. This includes accelerating the availability of build-ready land, and building a mix of housing including public housing, affordable housing, homes for first home buyers and market housing of several types, sizes, and tenures.

Partnering

- (c) Kāinga Ora cannot do this alone. Kāinga Ora partners with others, including councils, government agencies, local government, Māori, infrastructure providers, private developers, and community housing providers. Kāinga Ora will enable and complement, rather than compete with, the private market. One of the key functions is to understand, support and enable Māori aspirations for urban development. This means operating in a way that provides for early and meaningful engagement with Māori when doing urban development, understanding Māori perspectives and the active pursuit of opportunities for Māori to participate in urban development.

Public Housing agencies

- (d) Kāinga Ora and the Ministry of Housing and Urban Development have complementary roles in housing and urban development. The Ministry is responsible for leadership in the housing and urban development system, policy, monitoring and advising the Government on strategic direction. Kāinga Ora also

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

works closely with the Ministry of Social Development, which is responsible for working with people who need housing, income and employment support and helping people access and sustain long-term accommodation, and help meet the cost of short-term, emergency accommodation.

6.0 ENGAGEMENT

- 6.1 The Parties will work together in good faith to identify where a policy or programme, within the Kāinga Ora's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 6.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 6.3 to 6.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 6.15 to 6.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 6.10 to 6.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 6.3 The Parties agree that a senior representative of Takapau Whāriki and the Kāinga Ora will participate in an annual relationship meeting.
- 6.4 The Kāinga Ora's representatives at the annual relationship meeting will be an appropriate member of the Kāinga Ora's Leadership Team, who is delegated to make decisions upon the Kāinga Ora's behalf.
- 6.5 Before each relationship meeting held in accordance with clause 6.3, representatives of Takapau Whāriki and the Kāinga Ora will agree to administrative arrangements for the meeting including the agenda.
- 6.6 Agenda items should include:
- (a) the annual workplan for the Kāinga Ora, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) reviewed any work plan developed under clause 6.10 to 6.14;
 - (c) opportunities for collaboration between the Kāinga Ora and Takapau Whariki;
 - (d) Kāinga Ora will focus our its resources and activity in the near term on delivering our the Kāinga Ora build programme. That means Kāinga Ora will deliver in line with planning intentions, within our its financial metrics, and using the method that makes the most commercial sense (highest and best use) in that location;
 - (e) When undertaking that activity, Kāinga Ora will use our its legislative obligations to support and enhance our partnerships with iwi groups when we intend to divest a property subject to RFR. Kāinga Ora will engage with Ngā Hapū o Te Iwi o Whanganui in respect of any property divestments (including those not subject to RFR) within the Settlement Redress Area;

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- (f) any other matters of mutual interest; and
 - (g) next steps, including any further meeting dates required to review aspects of the Kāinga Ora's work programme or any new policies or processes that may be of interest to Takapau Whariki.
- 6.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 6.8 The first relationship meeting will take place within [three] months of a written request by Takapau Whariki.
- 6.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

- 6.10 As a result of the annual relationship meetings, held in accordance with clause 6.3, and as part of other relationship meetings held in accordance with clause [6.2(d)], the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting.
- 6.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
 - (a) developing shared policies that benefit the community;
 - (b) in accordance with clause 7 below, sharing information that is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) building on the current resource base to maximise opportunities;
 - (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (f) establishing shared prevention and intervention programs within the local community;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles;
 - (h) creating opportunities for increased learning and capacity building;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (j) setting out a timetable for monitoring, reporting, and reviewing work plans.
- 6.12 When developing work plans under this agreement, Kāinga Ora may invite any other party to be involved in discussions about the work plan. Kāinga Ora will engage with the [Governance Entity] before issuing any such invitation.

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- 6.13 Work plans will be mutually agreed by the [Governance Entity] and Kāinga Ora and will reflect the priorities, resources and the specific functions and duties of the parties.
- 6.14 At the initial annual meeting, the Parties will agree priority topics, and these may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

[Applicable only to agencies who have a role in social and economic development]

- 6.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 6.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 6.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 6.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 6.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and Kāinga Ora. Kāinga Ora will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 6.20 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 6.21 Kāinga Ora will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

7.0 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

8.0 COMMUNICATION

- 8.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 6.0 of this agreement;
 - (b) information sharing in accordance with clause 7.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at Kāinga Ora for Takapau Whāriki who will act as a liaison person with other Kāinga Ora staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of Kāinga Ora to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Kāinga Ora staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

9.0 CONTACTS

- 9.1 The contact person for Kāinga Ora for all matters relating to this Relationship Agreement is:
- (a) Hayden Potaka, Engagement and Relationships, Te Kurutao Group Maori, and
 - (b) Graeme Broderick, Regional Director, Taranaki Whanganui Manawatu.
- 9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Regional Director of Takapau Whariki.

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- 9.3 The contact persons named in this Relationship Agreement may change from time to time. Kāinga Ora and Takapau Whāriki agree to update each other as and when this occurs.

10.0 OFFICIAL INFORMATION

- 10.1 Kāinga Ora is subject to the requirements of the Official Information Act 1982 (**OIA**).
- 10.2 Kāinga Ora may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).
- 10.3 Kāinga Ora will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to Kāinga Ora in a timely fashion, so that Kāinga Ora is able to meet the statutory timeframes for responding to the relevant request for information.

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 11.1 The Parties are focused on and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.
- 11.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether they be affiliated with Takapau Whāriki.
- 11.3 In accordance with the principles described in clause 11.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 11.4 The commitments of Kāinga Ora under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Kāinga Ora and of the government of the day.
- 11.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources, and/or priorities.

12.0 SPECIAL CONDITIONS

- 12.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

13.0 REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 6.3 and may sign a variation to this Relationship Agreement which

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

14.0 DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 14.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires escalation, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Chief Executive of Kāinga Ora. The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the parties.
- 14.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 14.0.

DEFINITIONS

- “the Settlement Redress Area”** means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two.
- “Settlement Date”** has the same meaning as in the Deed of Settlement.
- “Te Tomokanga”** has the same meaning as in the Deed of Settlement.
- “Te Tomokanga Toitū te Whānau”** means the enduring and positive well-being of the family/whānau.
- “Tupua te Kawa”** has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

SIGNED for and on behalf of the
KĀINGA ORA
in the presence of:

)
)
)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees
of **TAKAPAU WHĀRIKI**
by the Chair, in the presence of:

)
)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

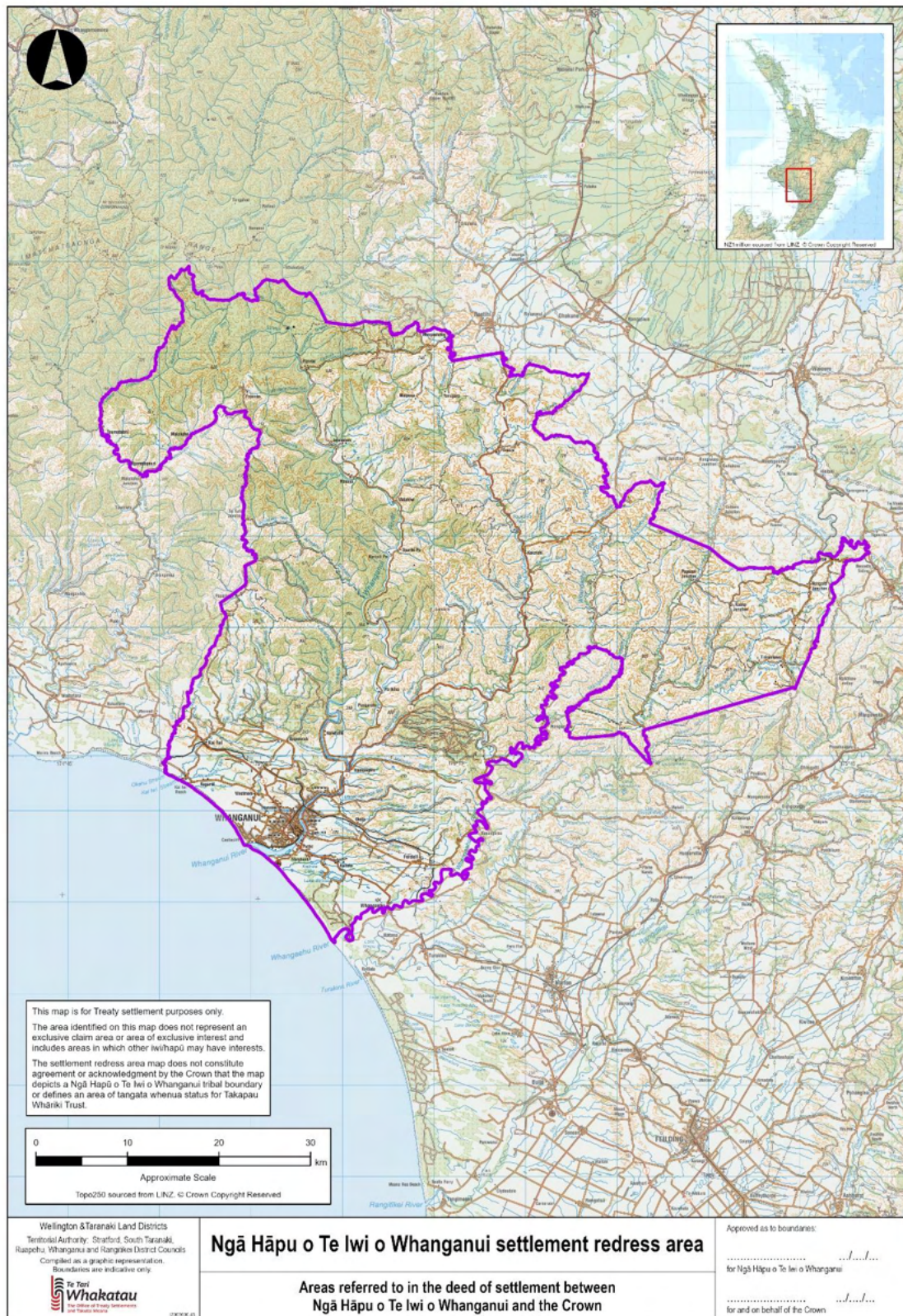
Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for [Crown entity] officials to relay this to all parts/members of [Crown entity]. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions. Respect the tino	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses to have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

	rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social, and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.5 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION
AND EMPLOYMENT – HĪKINA WHAKATUTUKI**

**5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND
EMPLOYMENT – HĪKINA WHAKATUTUKI**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Business, Innovation and Employment (**MBIE**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the MBIE.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the MBIE.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

**5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND
EMPLOYMENT – HĪKINA WHAKATUTUKI**

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5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

1.0 THE PARTIES

1.1 The parties to this Relationship Agreement are:

- (a) Takapau Whāriki Trust (representing Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**).
- (b) The Ministry of Business, Innovation and Employment/Hīkina Whakatutuki (**MBIE**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this Relationship Agreement is to:

- (a) record and recognise that Te Tomokanga ki Te Matapihi me Ngā Mātāpono and the MBIE Values both underpin the relationship between the Parties;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting MBIE with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui through social and economic development.

2.3 To this end, the parties agree:

- (a) The relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono, MBIE values and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this Relationship Agreement. The Parties also agree that the relationship will also be underpinned by following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a ‘no surprises’ approach;
- (c) work in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and, where practicable, expertise.

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided guidance about what giving life to their three values (Toitū te kupu, Toitū te mana and Toitū te whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: MBIE journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

WLS Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.
Toitū Te Mana Relationship of Authority A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.	Recognise Ngā Hapū o Te Iwi o Whanganui as tangata whenua and value the significant role of iwi and hapū working to address issues impacting the local community and adopting a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in te Tomokanga ki Te Matapihi. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the natural world and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the natural world.

4.0 MBIE VALUES

4.1 The Parties agree and acknowledge that their relationship will also be underpinned by the MBIE Values set out in this clause 4.2.

4.2 The MBIE Values are as follows:

- (a) Mahi Tahi: Mā mahi tahi, ka ora, ka puāwai (By working together we flourish and achieve greatness).
 - (i) We collaborate and respect the experiences of others
 - (ii) We share our knowledge
 - (iii) We connect and partner with our communities
- (b) Pae Kahurangi: Ka huri taku aro ki te pae Kahurangi, kei reira te oranga mōku (We turn out attention to the future, that's where the opportunities lie).
 - (i) Learn from the past to shape the future
 - (ii) We protect what's precious, out taonga
 - (iii) We listen to lead the way
- (c) Māia: Tāwhia tō mana kia mau, kia māia (Retain and hold fast to your mana, be bold be brave)
 - (i) We challenge the status quo
 - (ii) We're curious
 - (iii) We explore new ideas
- (d) Pono me te tika: Ā matou mahi katoa, ka pono, ka tika / Taking responsibility to commit to doing things right
 - (i) We take responsibility and do what we say we will
 - (ii) We embrace the difference of others, always

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

- (iii) We hold ourselves and each other to account

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within MBIE's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area. The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 6.3 to 6.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 5.12 to 5.18.
 - (c) collaborate and develop a **work plan** as set out in clauses 6.10 to 6.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 5.2 The Parties agree that a senior representative of Takapau Whāriki and of MBIE will participate in an annual relationship meeting.
- 5.3 MBIE's representative at the meeting will be a senior leader, either the one stipulated at 9.1 or another appropriate senior leader who is delegated to make decisions on MBIE's behalf.
- 5.4 Before each meeting, representatives of Takapau Whāriki and MBIE will agree to administrative arrangements for the meeting including the agenda.
- 5.5 Agenda items should include (but are not limited to):
- (a) the work plan developed under clauses 5.9 to 5.11;
 - (b) any legislative or policy developments that have been released publicly that directly affect the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (c) opportunities for collaboration between MBIE and Takapau Whāriki; and
 - (d) any other matters of mutual interest.
- 5.6 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance of the meeting in question.
- 5.7 The first relationship meeting will take place within three months of a written request by Takapau Whāriki on a date and time and in a location agreed between the Parties.
- 5.8 The Parties may, in writing, agree not to hold annual relationship meetings.

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

Work Plans

- 5.9 The Parties will develop a Work Plan. The Parties will discuss the process for developing the Work Plan at the first annual meeting.
- 5.10 The Work Plan will set out the matters the Parties agree to work on and may include:
- (a) opportunities to develop shared policies that benefit the community;
 - (b) in accordance with clause 7 below, sharing information that is of mutual benefit;
 - (c) building on the current resource base to maximise opportunities;
 - (d) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (e) creating opportunities for increased learning and capacity building;
 - (f) set out a timetable and milestones for delivering on any agreed commitments; and
 - (g) set out a timetable for monitoring, reporting and reviewing progress.
- 5.11 When developing work plans under this agreement, each Party may invite any other party to be involved in discussions about the work plan provided they first obtain the other party's agreement before issuing any such invitation.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.12 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix 1).
- 5.13 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 5.14 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.15 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.16 This Relationship Agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and MBIE. MBIE will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach, which may involve working with the charitable trust from time to time.
- 5.17 For the avoidance of doubt, any engagement by MBIE with such a charitable trust does not create an additional agreement between MBIE and the charitable trust.

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

- 5.18 MBIE will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions (including but not limited to confidentiality obligations and legal privilege).

7.0 COMMUNICATION

- 7.10 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) maintaining information on the parties' office holders, their addresses and contact details;
 - (b) providing a primary contact at MBIE, as noted at clause 8, for Takapau Whāriki, who will act as a liaison person with other MBIE staff;
 - (c) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of MBIE to discuss and (if possible) resolve any issues that may arise;
 - (d) informing relevant MBIE staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (e) approaching the relationship with an open mind and genuinely considering any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (f) reporting back to Takapau Whāriki on any actions MBIE has agreed to take under and in accordance with the agreement.

8.0 CONTACTS

- 8.1 The contact person for MBIE for all matters to this Relationship Agreement is:
- (a) Operational Level: Shar Amner (General Manager, Te Kupenga) and

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

(b) Senior Leadership: Melanie Porter (Deputy Secretary Strategy and Assurance)

- 8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the [Chief Executive] of Takapau Whāriki.
- 8.3 The contact persons named in clauses 5.3, 8.1 and 8.2 may change from time to time and MBIE and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

- 9.1 MBIE is subject to the Official Information Act 1982 (OIA).
- 9.2 MBIE may be required in accordance with the OIA or otherwise according to law (including by an order of a court of competent jurisdiction) from time to time to disclose information it holds relating to any matter in relation to this Relationship Agreement or arising under it (e.g. meeting minutes or correspondence).
- 9.3 MBIE will notify Takapau Whāriki and seek its views before releasing any such information. Any comments Takapau Whāriki wishes to make must be provided to MBIE within the timeframe set by MBIE, so that MBIE is able to meet the statutory timeframes for responding to the relevant request for information or under the OIA or meet any other legal obligation to disclose the information. If any such comments are not provided within the timeframe specified, MBIE will make its decision on the request based on the information available to it.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 10.1 The Parties are focused on and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working.
- 10.2 This Relationship Agreement is not legally binding on the Parties and nor is it legally enforceable at private and public law.
- 10.3 Nothing in this Relationship Agreement displaces any existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with Takapau Whāriki.
- 10.4 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.5 The provisions that relate to MBIE under this Relationship Agreement only have to be met to the extent that they are within the capability, resources, mandated work programme and/or priorities of MBIE and of the government of the day.
- 10.6 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

- 11.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 12.2 This review will take place at a meeting of the parties. The purpose of the review is to ensure that the Relationship Agreement remains relevant and continues to fulfil the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions at an annual relationship meeting and may sign a variation to this Relationship Agreement which will take effect upon signing. The Parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters within a reasonable timeframe, firstly through the relevant line of management of the area of MBIE where the dispute arises.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting between the relevant MBIE Deputy Chief Executive or the senior leader outline in clause 8 and a nominated representative of Takapau Whāriki, who will meet and use their reasonable endeavours acting in good faith to resolve the matter.
- 13.3 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 13.4 The costs of mediation are to be split equally between the parties.
- 13.5 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 13.0.

DEFINITIONS

“MBIE Values	has the meaning given to it in clause 4 of this Relationship Agreement.
“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three.
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga Toitū te Whānau”	means: the enduring and positive well-being of the family/whānau.
“Tupua te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

**5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND
EMPLOYMENT – HĪKINA WHAKATUTUKI**

SIGNED for and on behalf of)
MBIE)
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of the **TAKAPAU WHĀRIKI TRUST**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

APPENDIX ONE: BACKGROUND: Ngā Hapū o Te Iwi o Whanganui guidance about giving life to Ngā Mātāpono

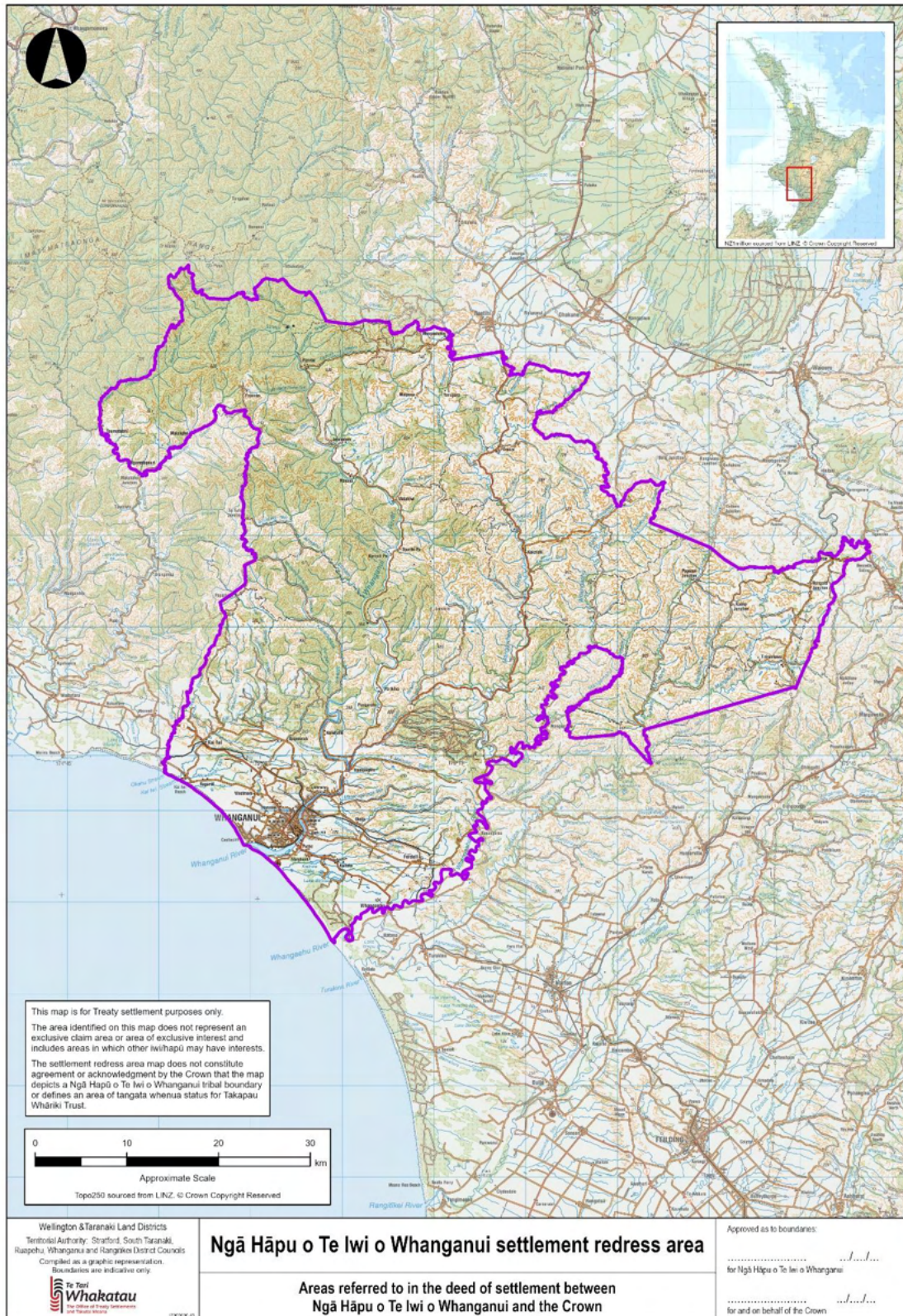
WLS Ngā Mātāpono	How WLS seeks that agencies will give life to the values	Outcomes WLS is seeking
Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for MBIE officials to relay this to all parts/members of MBIE. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.
Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses, have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

	them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū te whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

APPENDIX TWO: Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.6 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT –
MANATŪ WHAKAHIATO ORA**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for
NGĀ HAPŪ O TE IWI O WHANGANUI,**

and

the Ministry of Social Development – Te Manatū Whakahiato Ora

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o te Iwi o Whanganui and the Ministry being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Social Development as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry of Social Development.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Ministry of Social Development.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātapuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

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5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (**Takapau Whāriki**), as the body representative for Ngā Hapū o Te Iwi o Whanganui, and
- (b) The Ministry of Social Development (the **Ministry**)

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te iwi o Whanganui and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the health and wellbeing of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Ministry with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi / Treaty of Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) working with a ‘no surprises’ approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū te kupu, Toitū te mana and Toitū te whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Ministry of Social Development journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Ministry of Social Development is committed to doing the right thing with integrity - 'Tika me te pono'. Tika me te pono, is about doing right by New Zealanders in a way that is fair, just, genuine and sincere. Doing what is right with integrity is about leading by example through honesty and trustworthiness. We are accountable for our actions and perform our roles in a manner that demonstrates a spirit of service for whānau, families and communities. There is no higher purpose than the service to others.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the sharing of responsibility to uphold that mana.	Ministry of Social Development is committed to working together, making a difference for communities. Mahi tahi 'unifying value', is the overarching concept that represents the collective efforts of our people who are passionate and committed to helping New Zealanders be safe, strong and independent. We understand that mahi tahi guides a higher purpose (kaupapa); that no individual is bigger than the kaupapa; that we can express mahi tahi in meaningful, mana-enhancing ways through establishing and cultivating strong relationships and enabling the strengths of the collective.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Ministry of Social Development is committed to the wellbeing and success of people. Manaaki is our 'centred' value. We look after the dignity of others through the expression of manaaki; to lift and nurture the mana of others through simple acts of respect and aroha. Aroha is the extension of manaaki and can be shared and reciprocated. We place value in our people and understand the importance of their

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

	contribution. Helping people, whānau, families and communities is at the heart of what we do.

4.0 MINISTRY OF SOCIAL DEVELOPMENT VALUES

- 4.1 The Ministry of Social Development's purpose and values guide our work and the behaviours the Ministry needs to adopt to ensure it achieve its outcomes.
- 4.2 The Ministry of Social Development's values represent who they are and what they stand for. These values are:
- (a) Manaaki. We care about the wellbeing and success of people.
 - (b) Mahi tahi. We work together, making a difference for communities.
 - (c) Whanau. We are inclusive and build a sense of belonging and place.
 - (d) Tika me te pono. We do the right thing with integrity.

5.0 ROLES AND RESPONSIBILITIES

- 5.1 The role of the Ministry is outlined in Appendix Two.

6.0 ENGAGEMENT

- 6.1 The Parties will work together in good faith to identify where a policy or programme, within the Ministry's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 6.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 6.3 to 6.9;
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 6.15 to 6.21;
 - (c) collaborate and develop a **work plan** as set out in clauses 6.10 to 6.14; and
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 6.3 The Parties agree that a senior representative of Takapau Whāriki and the Ministry will participate in an annual relationship meeting;
- 6.4 The Ministry of Social Development's representative at the annual relationship meeting will be the MSD Regional Commissioner who is delegated to make decisions upon the Ministry of Social Development's behalf.
- 6.5 Before each relationship meeting held in accordance with clause 6.3, representatives of Takapau Whāriki and the Ministry will agree to administrative arrangements for the meeting including the agenda.

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

6.6 Agenda items should include:

- (a) the annual workplan for the ministry, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
- (b) reviewed any work plan developed under clause 6.10;
- (c) opportunities for collaboration between the Ministry and Takapau Whariki;
- (d) any other matters of mutual interest; and
- (e) next steps, including any further meeting dates required to review aspects of the Ministry's work programme or any new policies or processes that may be of interest to Takapau Whāriki.

6.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.

6.8 The first relationship meeting will take place within [three] months of a written request by Takapau Whāriki.

6.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

6.10 As a result of the annual relationship meetings, held in accordance with clause 6.3, and as part of other relationship meetings held in accordance with clause 6.2(d) the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial relationship meeting.

6.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:

- (a) developing shared policies that benefit the community;
- (b) in accordance with clause 7 below, sharing information that is of mutual benefit;
- (c) establishing practical solutions that create alternative intervention systems;
- (d) building on the current resource base to maximise opportunities;
- (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area
- (f) establishing shared prevention and intervention programs within the local community;
- (g) determining how research, monitoring and evaluation can help to evidence the relationship principles,
- (h) creating opportunities for increased learning and capacity building;
- (i) setting out a timetable and milestones for delivering on any agreed commitments;

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

- (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 6.12 When developing work plans under this agreement, the Ministry may invite any other party to be involved in discussions about the work plan. The Ministry will engage with the Takapau Whāriki before issuing any such invitation.
- 6.13 Work plans will be mutually agreed by the Takapau Whāriki and the Ministry and will reflect the priorities, resources and the specific functions and duties of the parties.
- 6.14 At the initial relationship meeting, the Parties will agreed the priority topics, and this may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 6.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at **Appendix Two**).
- 6.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 6.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 6.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 6.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Ministry. The Ministry will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 6.20 For the avoidance of doubt, Ministry engagement with the charitable trust does not create an additional agreement with agencies.
- 6.21 The Ministry will consider how it can support Te Tomokanga Toitū Te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for iwi, hapū, whānau and the Whanganui community;
 - (b) by genuinely working together in decision making to enable the trust to contribute to local solutions for iwi/hapū/whānau and communities; and

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

- (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

7.0 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

8.0 COMMUNICATION

- 8.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
 - (a) engaging in accordance with clause 6.0 of this agreement;
 - (b) information sharing in accordance with clause 7;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at the Ministry for Takapau Whāriki who will act as a liaison person with other Ministry staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Ministry to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

9.0 CONTACTS

- 9.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is:
 - (a) Gloria Campbell, Regional Commissioner, Taranaki, King Country, Whanganui Region; and

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

(b) Rena Hona, General Manager, Māori, Partnerships and Programmes.

9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Te Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

9.3 The contact persons named in this Relationship Agreement may change from time to time. The Ministry and Takapau Whāriki agree to update each other as and when this occurs.

10.0 OFFICIAL INFORMATION

10.1 The Ministry is subject to the requirements of the Official Information Act 1982 (**OIA**).

10.2 The Ministry may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

10.3 The Ministry will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

11.1 The Parties are focussed on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focussed on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

11.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

11.3 In accordance with the principles described in clause 2.4, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

11.4 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry and of the government of the day.

11.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

12.0 SPECIAL CONDITIONS

12.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

13.0 REVIEW AND AMENDMENT

13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

- 13.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 6.3 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

14.0 DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 14.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the Ministry's leadership, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Chief Executive (or their nominee). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the parties cannot reach a negotiated outcome, a party may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the parties.
- 14.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in clauses 14.2 to 14.4 above.

15.0 DEFINITIONS

“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three.
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Tupua te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.
“Te Tomokanga Toitū te Whānau”	Means the enduring and positive well-being of the family/whānau.

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ
WHAKAHIATO ORA

SIGNED for and on behalf of the)
MINISTRY OF SOCIAL DEVELOPMENT)
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **TAKAPAU WHĀRIKI**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui seeks that agencies will give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui is seeking
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for Ministry officials to relay this to all parts/members of the Ministry of Social Development. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the sharing of responsibility to uphold that mana.	Recognise Ngā Hapū o Te Iwi o Whanganui as tangata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

responsibility to, our taiao and its health and well-being.	Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

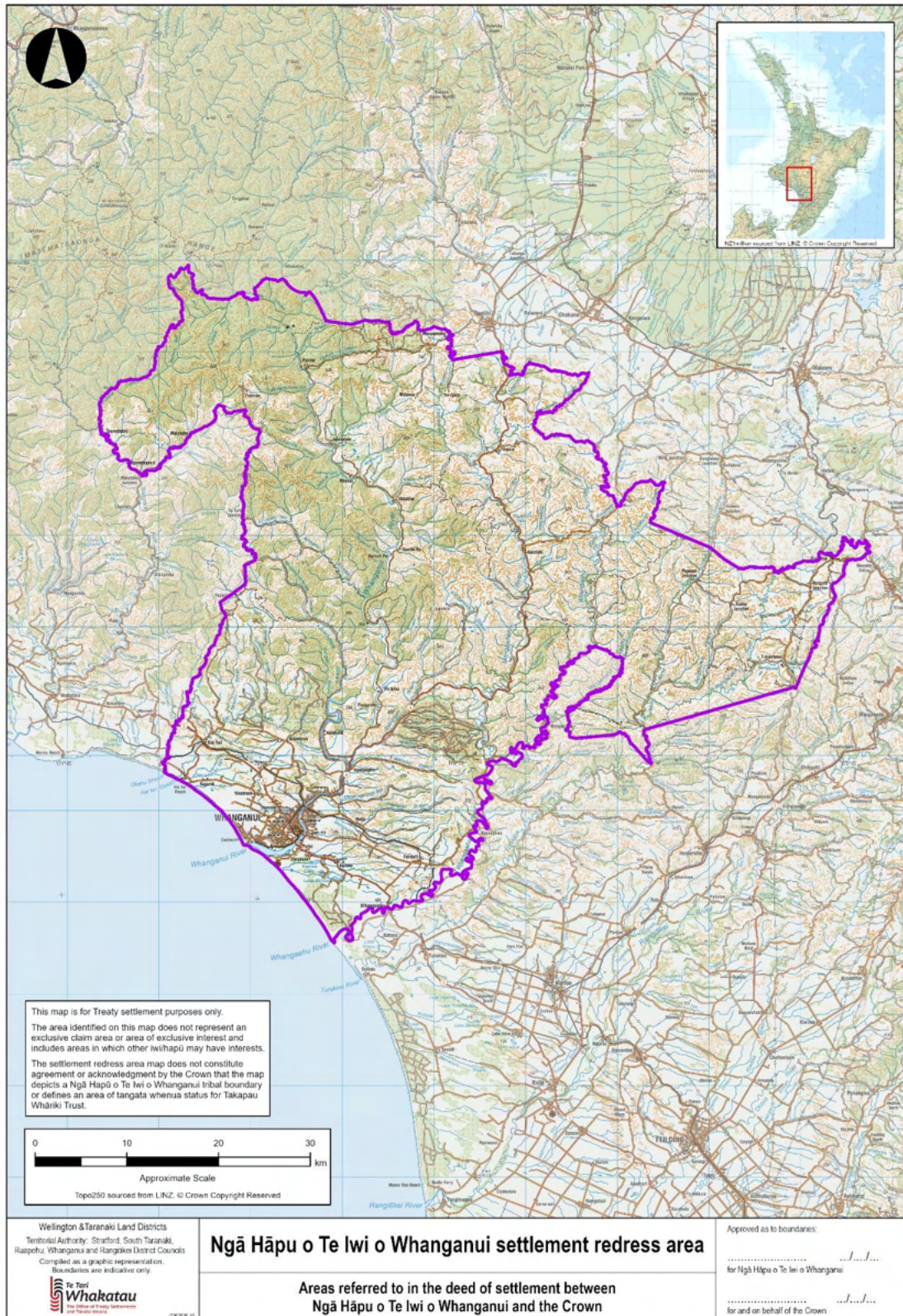
5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

APPENDIX TWO – THE ROLE OF THE MINISTRY OF SOCIAL DEVELOPMENT

1. Manaaki tangata, manaaki whānau: the mission of the Ministry of Social Development is to help New Zealanders to be safe, strong and independent.
2. The Ministry of Social Development is seeking to achieve the following outcomes for New Zealanders:
 - a) New Zealanders get the support they require;
 - b) New Zealanders are resilient and live in inclusive and supportive communities; and
 - c) New Zealanders participate positively in society and reach their full potential.
3. The Ministry of Social Development helps New Zealanders by fulfilling a broad range of responsibilities and functions, including;
 - a) providing income support and superannuation services
 - b) providing employment services and support
 - c) designing and delivering community services in conjunction with others
 - d) allocating funding to community service providers
 - e) providing student allowances and loans
 - f) providing public housing assistance and services
 - g) being the primary provider of social policy and advice to Government
 - h) monitoring three Crown entities and providing advice to the responsible Minister
 - i) hosting Disability Support Services, Te Kāhui Kāhu (Social Services Accreditation), the Office for Seniors, and the Ministry of Youth Development
 - j) funding Disability Support Services
 - k) ensuring the legislation we administer is effective and fit-for-purpose, and;
 - l) working with other agencies and the wider social sector to support Government priorities and improve the wellbeing of all New Zealanders.”

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

APPENDIX THREE – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.7 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT –
MANATŪ MŌ TE TAIAO**

**5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ
TE TAIAO**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

The Ministry for the Environment

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAI AO

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Whanganui and the Crown's responsibility to enhance and uphold its Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry for the Environment as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry for the Environment.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by, and will provide direction for, all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Ministry for the Environment.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and well-being of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and well-being.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

**5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ
TE TAIAO**

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5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

1.0 THE PARTIES

1.1 The Parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**); and
- (b) The Ministry for the Environment (the Ministry)

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui it is fundamental Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown entities;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting the Ministry with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the Parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this relationship agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The Parties agree their engagement will also demonstrate the following relationship principles:

- (a) working consistently with te Tiriti o Waitangi;
- (b) working with a ‘no surprises’ approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way. The Ministry is committed to being informed on the content of Appendix One.

Table 1: The Ministry for the Environment journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	The Ministry aspires to engage with the Takapau Whāriki Trust to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o te Iwi o Whanganui. The Ministry seeks to ensure ongoing dialogue and honest discussions with Takapau Whāriki Trust regarding policy relevant to Ngā Hapū o Te Iwi o Whanganui in the Settlement Redress Area. The Ministry aspires to promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Ministry seeks to build and maintain a strong relationship in practice, to complement and support this relationship agreement. Engagement should be based on the principle of Mana ki te Mana, Mahi ki te Mahi.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

	When seeking Takapau Whāriki Trust input on policy development, the Ministry aspires to: a) consult as soon as reasonably practicable following the identification of matters to be the subject of the engagement; b) agree a timeframe for Takapau Whāriki Trust to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement; c) approach the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki Trust may have in relation to any of the matters that are subject to the engagement; and d) report back to Takapau Whāriki Trust on any decision that is made that relates to the engagement.
Toitū Te Mana Relationship of Authority - Recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.	The Ministry aspires to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o te Iwi o Whanganui. The Ministry aspires to engage in a manner that allows Takapau Whāriki Trust to shape policy that affects their iwi, hapū, whānau, and community within the rohe. The Ministry aspires to seek the perspectives of Takapau Whāriki Trust in policy development to respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	The Ministry will seek to engage with Takapau Whāriki Trust in relation to policies that affect the health and wellbeing of the natural world and its inhabitants, both now and for the future generations. The Ministry aspires to provide information to Takapau Whāriki Trust to enable meaningful engagement regarding climate, the whenua and taiao, and those things which impact on the natural world. The Ministry aspires to understand and be able to appropriately consider the connection of humanity and the natural world for Ngā Hapū o Te Iwi o Whanganui and see its work through this lens.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAI AO

	The Ministry aspires to develop a holistic, values-based relationship with Takapau Whāriki Trust that is more than just transactional.

4.0 ROLE OF THE MINISTRY

- 4.1 The role of the Ministry is set out in the Environment Act 1986.
- 4.2 The Ministry also has specific functions under a number of other Acts including the:
- (a) Soil Conservation and Rivers Control Act 1941;
 - (b) Resource Management Act 1991 (RMA);
 - (c) Hazardous Substances and New Organisms Act 1996;
 - (d) Climate Change Response Act 2002;
 - (e) Waste Minimisation Act 2008;
 - (f) Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012 (EEZ Act); and
 - (g) Environmental Reporting Act 2015.
- 4.3 The Ministry is involved in limited day-to-day environmental management, which is undertaken by local authorities. The Ministry's core roles include:
- (a) providing policy advice to enable the Government's legislative and regulatory agenda;
 - (b) Providing national direction through national policy statements and national environmental standards;
 - (c) supporting the implementation of government policies; and
 - (d) environmental reporting.

5.0 SCOPE

- 5.1 This relationship agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect the Ngā Hapū o te Iwi o Whanganui Settlement Redress Area as defined in the Ngā Hapū o Te Iwi o Whanganui Deed of Settlement.
- 5.2 This relationship agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

- 5.3 The commitments of the Ministry under this relationship agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

6.0 ENGAGEMENT

- 6.1 The Parties will work together in good faith to identify where a policy or programme, within the Ministry's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 6.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 6.3 to 6.9;
 - (b) collaborate and develop a **work plan** as set out in clauses 6.10 to 6.14; and
 - (c) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 6.3 The Parties agree that a senior representative of Takapau Whāriki and the Ministry will participate in an annual relationship meeting.
- 6.4 The Ministry's representatives at the annual relationship meeting will be an appropriate member of the Ministry's Leadership Team, who is delegated to make decisions upon the Ministry's behalf.
- 6.5 Before each relationship meeting held in accordance with clause 6.3, representatives of Takapau Whāriki and the Ministry will agree to administrative arrangements for the meeting including the agenda.
- 6.6 Agenda items should include:
- (a) the annual workplan for the Ministry, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) review of any work plan developed under clauses 6.10 to 6.14;
 - (c) opportunities for collaboration between the Ministry and Takapau Whāriki;
 - (d) any other matters of mutual interest; and
 - (e) next steps, including any further meeting dates required to review aspects of the Ministry's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 6.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAI AO

6.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.

6.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

6.10 As a result of the annual relationship meetings, held in accordance with clause 6.3, and as part of other relationship meetings held in accordance with clause 6.2(c), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the Work Plan at the initial annual meeting.

6.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:

- (a) developing shared policies that benefit the community;
- (b) in accordance with clause 8 below, sharing information that is of mutual benefit;
- (c) establishing practical solutions that create alternative intervention systems;
- (d) building on the current resource base to maximise opportunities;
- (e) progress towards social and economic objectives with regional partners to improve the well-being and outcomes of whānau, hapū, iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
- (f) establishing shared prevention and intervention programs within the local community;
- (g) determining how research, monitoring and evaluation can help to evidence the relationship principles,
- (h) creating opportunities for increased learning and capacity building;
- (i) setting out a timetable and milestones for delivering on any agreed commitments;
- (j) confirming the responsibilities for the Parties to meet any agreed commitments; and
- (k) setting out a timetable for monitoring, reporting and reviewing Work Plans.

6.12 When developing Work Plans under this agreement, the Ministry may invite any other party to be involved in discussions about the Work Plan. The Ministry will engage with Takapau Whāriki before issuing any such invitation.

6.13 Work Plans will be mutually agreed by Takapau Whāriki and the Ministry, and will reflect the priorities, resources and the specific functions and duties of the parties.

6.14 At the initial annual meeting, the Parties will agree priority topics and these may result in a Work Plan.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO**7.0 INFORMATION SHARING**

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

Contestable funds

- 7.3 The Ministry administers a number of contestable funds that Takapau Whāriki Trust may be interested in applying for. The Ministry will provide Takapau Whāriki Trust with up-to-date information on funding rounds and funding criteria on request.

Local Government Performance

- 7.4 The Minister for the Environment (the “Minister”) has the function of monitoring the effect and implementation of the RMA (refer section 24 RMA). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27 RMA).
- 7.5 The Ministry, on behalf of the Minister, surveys all local authorities about their processes under the RMA through the National Monitoring System (the NMS). The NMS includes questions relating to Māori participation.

Environment monitoring

- 7.6 The Ministry also separately collects information on climate and environmental outcomes.
- 7.7 Before each relationship meeting held under clause 6, if requested by Takapau Whāriki, the Ministry will provide:
- (a) access to the most recently published information from the NMS as may be relevant to the Ngā Hapū o te Iwi o Whanganui Settlement Redress Area; and
 - (b) details of any published climate or state of the environment monitoring, as it relates to the Ngā Hapū o te Iwi o Whanganui Settlement Redress Area.

8.0 COMMUNICATION

- 8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 6.0 of this agreement;
 - (b) information sharing in accordance with clause 7.0;

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

- (c) maintaining information on the Parties' office holders, their addresses and contact details;
- (d) providing a primary contact at the Ministry for Takapau Whāriki who will act as a liaison person with other Ministry staff;
- (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Ministry to discuss and (if possible) resolve any issues that may arise;
- (f) informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

9.0 CONTACTS

- 9.1 The contact person for the Ministry for all matters relating to this relationship agreement is the Manager of Te Piringa (Treaty Commitments) within Tūmatakōkiri (Māori Strategy and Performance).
- 9.2 The contact person for the iwi for all matters relating to this relationship agreement is the [Chief Executive] of Takapau Whāriki.
- 9.3 The contacts may change from time to time and the Ministry and Takapau Whāriki agree to update each other as and when this occurs.

10.0 OFFICIAL INFORMATION

- 10.1 The Ministry is subject to the requirements of the Official Information Act 1982 (OIA).
- 10.2 The Ministry may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this relationship agreement (e.g. meeting minutes or correspondence).
- 10.3 The Ministry will notify Takapau Whāriki and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

**5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ
TE TAIAO**

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 11.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This relationship agreement is not legally binding.
- 11.2 Nothing in this relationship agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 11.3 In accordance with the principles described in clause 2.4, nothing in this relationship agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this relationship agreement.
- 11.4 The commitments of the Ministry under this relationship agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry and of the government of the day.
- 11.5 The commitments of Takapau Whāriki under this relationship agreement are limited to the extent that they are within its capability, resources and/or priorities.

12.0 SPECIAL CONDITIONS

- 12.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

13.0 REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this relationship agreement from time to time.
- 13.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the relationship agreement remain relevant and continue to capture the purpose of the relationship agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 6.3 and may sign a variation to this relationship agreement which will take effect upon signing. The Parties may agree in writing to review or vary the provisions of this agreement.

14.0 DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this relationship agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Ministry's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TĀIAO

- 14.3 If the dispute is not resolved following the process above, and the Parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The Parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the Parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the Parties.
- 14.6 At any stage, if the dispute so requires it, the Parties may by mutual agreement vary the process set out in this clause 14.0.

15.0 DEFINITIONS

“Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two.
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga Toitū te Whānau”	means the enduring and positive well-being of the family/whānau.
“Tupua te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

SIGNED for and on behalf of the
THE MINISTRY FOR THE ENVIRONMENT
 in the presence of:

)
)
)
)

 Signature of Witness

 Witness Name

 Occupation

 Address

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ
TE TAIAO

SIGNED by for and on behalf of the trustees)
of **TAKAPAU WHĀRIKI**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAI AO

APPENDIX ONE: Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono.

Ngā Mātāpono o Ngā Hapū o Te Iwi o Whanganui	How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Takapau Whāriki Trust to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the Parties regarding policy and projects relevant to Takapau Whāriki Trust. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for Ministry officials to relay this to all parts/members of the Ministry. Ensure hui/discussions consistent with clause 6 of this relationship agreement are being held with Takapau Whāriki Trust in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Takapau Whāriki Trust in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

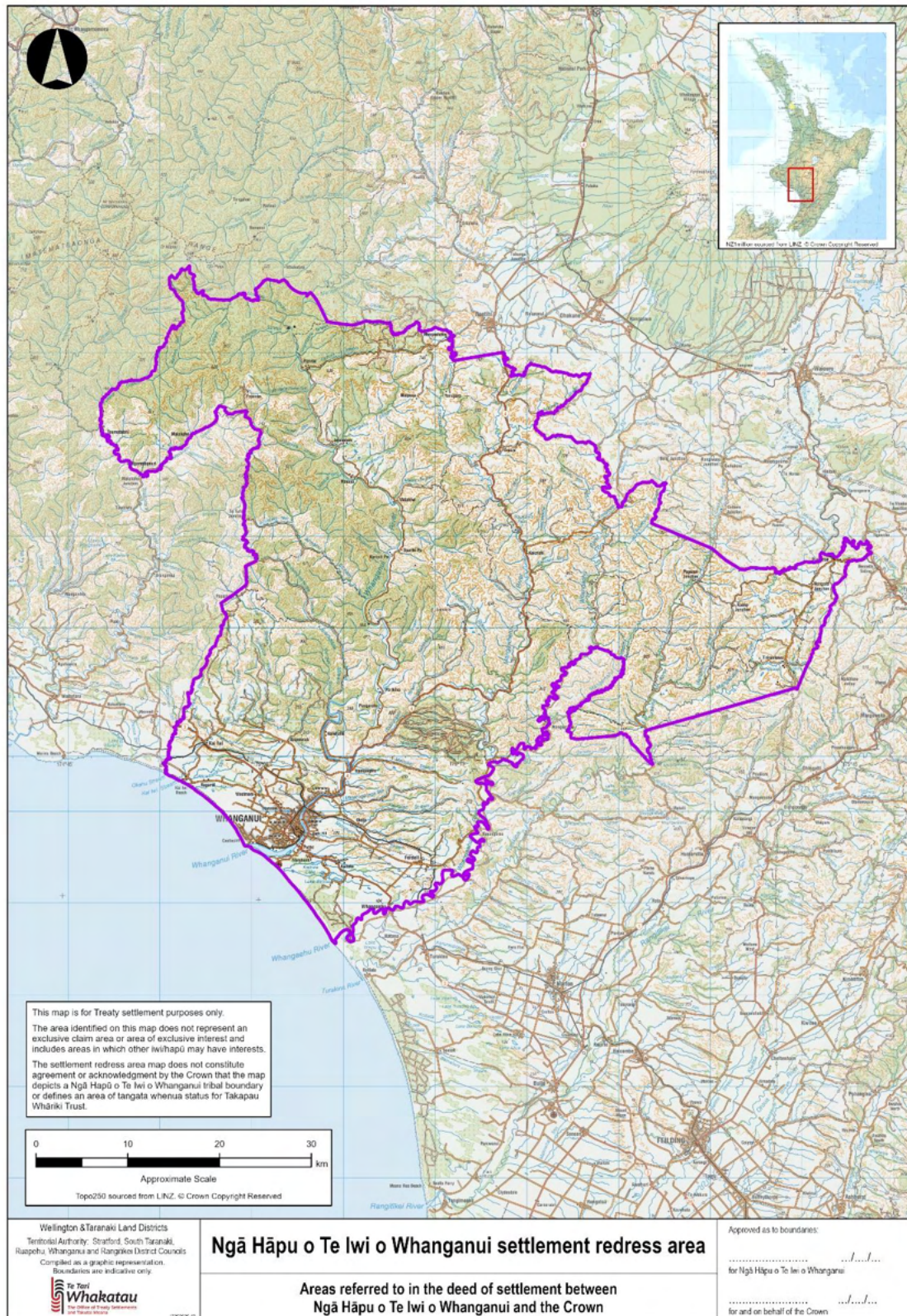
		Continual exploration of new ways to work together and enhance the partnership.
Toitū Te Mana Relationship of Authority - Recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system, such as agencies working with Takapau Whāriki Trust to address issues impacting the local community and adopting a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Takapau Whāriki Trust are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	Engage with Takapau Whāriki Trust so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TĀIAO

		protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Takapau Whāriki Trust in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Takapau Whāriki Trust to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and projects through this lens. Development of a holistic, values-based relationship with Takapau Whāriki Trust that is more than just transactional. To uphold its status in the relationship and act according to the principles of Tupua te Kawa. To partner with Takapau Whāriki Trust to develop a joint reporting framework that allows for the provision of review and evaluation, so that both Parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAI AO

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.8 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ
HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA**

**5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND
HEALTH NEW ZEALAND – TE WHATU ORA**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ
HAPŪ O TE IWI O WHANGANUI,**

and

**The Ministry of Health/Manatū Hauora and
Health New Zealand/Te Whatu Ora**

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Health and Health New Zealand as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry of Health and Health New Zealand.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Ministry of Health and Health New Zealand.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

**5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND
HEALTH NEW ZEALAND – TE WHATU ORA**

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5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**);
- (b) The Ministry of Health (the **Ministry**); and
- (c) Health New Zealand | Te Whatu Ora (**Health NZ**)).

1.2 Where an Iwi Māori Partnership Board (**IMPB**) is established and recognised under the Pae Ora (Healthy Futures) Act 2022, and Takapau Whāriki have a representative on that IMPB, that relationship is separate and supplementary to, and supportive of, the direct relationship of partnership between Takapau Whāriki, the Ministry, and Health NZ, which is contemplated by this Agreement.

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, [Takapau Whāriki Trust] and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Ministry and Health NZ with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a ‘no surprises’ approach;

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- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: The Ministry and Health NZ journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	• Act with integrity and honesty to nurture and maintain a positive relationship. • Ensure honest discussion to identify shared goals and values, and develop strategies to achieve them together. • Maintain ongoing dialogue between the parties at an operational level on matters of interest to Ngā Hapū o Te Iwi o Whanganui.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.	• Respect the mana and rangatiratanga of Ngā Hapū o Te Iwi o Whanganui. • Uphold the values and tikanga expressed in Te Tomokanga ki Te Matapihi.

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Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Explore opportunities for collaboration as they arise, including collaboration to enhance the social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. • Developing shared policies that benefit the community. • Sharing practical solutions that create alternative intervention systems. • Sharing prevention and intervention programs within the local community.

4.0 ENGAGEMENT

- 4.1 The Parties will work together in good faith to identify where a policy or programme, within the Ministry and Health NZ's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 4.2 The Parties commit to engaging with each other through the following mechanisms:
- attend an **annual relationship** meeting as set out in clauses 4.3 to 4.9.
 - feed into the objectives and functions of **Te Tomokanga Toitū te Whānau** as set out in clauses 4.15 to 4.21.
 - collaborate and develop a **work plan** as set out in clauses 4.10 to 4.14.
 - hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 4.3 The Parties agree that a senior representative of Takapau Whāriki and the Ministry and Health NZ will participate in an annual relationship meeting.
- 4.4 The Ministry and Health NZ's representatives at the annual relationship meeting will be an appropriate member of the Ministry and Health NZ's Leadership Team, who is delegated to make decisions upon the Ministry and Health NZ's behalf.
- 4.5 Before each relationship meeting held in accordance with clause 4.3, representatives of Takapau Whāriki and the Ministry and Health NZ will agree to administrative arrangements for the meeting including the agenda.
- 4.6 Agenda items should include:
- the annual workplan for the Ministry and Health NZ, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - reviewed any work plan developed under clauses 4.10 to 4.14;
 - opportunities for collaboration between the Ministry and Health NZ and Takapau Whāriki;
 - any other matters of mutual interest; and

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

- (e) next steps, including any further meeting dates required to review aspects of the Ministry and Health NZ's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 4.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 4.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 4.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

- 4.10 As a result of the annual relationship meetings, held in accordance with clause 4.3, and as part of other relationship meetings held in accordance with clause 4.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting.
- 4.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
 - (a) developing shared policies that benefit the community;
 - (b) in accordance with clause 5.0 below, sharing information that is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) building on the current resource base to maximise opportunities;
 - (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (f) establishing shared prevention and intervention programs within the local community;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles;
 - (h) creating opportunities for increased learning and capacity building;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 4.12 When developing work plans under this agreement, the Ministry and Health NZ may invite any other party to be involved in discussions about the work plan. The Ministry and Health NZ will engage with Takapau Whāriki before issuing any such invitation.

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

- 4.13 Work plans will be mutually agreed by Takapau Whāriki and the Ministry and Health NZ and will reflect the priorities, resources and the specific functions and duties of the parties.
- 4.14 At the initial annual meeting, the Parties will agree priority topics, and this may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 4.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 4.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 4.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 4.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 4.19 This relationship agreement is between Takapau Whāriki, the Ministry and Health NZ.
- (a) The Ministry and Health NZ will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
 - (b) The Ministry and Health NZ will respect the relationship between the charitable Trust and the IMPB.
- 4.20 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 4.21 The the Ministry will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

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5.0 INFORMATION SHARING

- 5.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 5.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

6.0 COMMUNICATION

- 6.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 4.0 of this agreement;
 - (b) information sharing in accordance with clause 5.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at the Ministry and Health NZ for Takapau Whāriki who will act as a liaison person with other Ministry and Health NZ staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Ministry and Health NZ to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Ministry and Health NZ staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

7.0 CONTACTS

- 7.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is:
- (a) John Whaanga, Deputy Director-General, Māori Health; and
 - (b) [CE/DCE or agency equivalent senior lead].

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

- 7.2 The contact person for Health NZ for all matters relating to this Relationship Agreement is:
- (a) Regional Deputy Chief Executive – Central, Health NZ;
 - (b) National Director Hauora Māori Services, Health NZ; or
 - (c) equivalent senior leader within Health NZ.
- 7.3 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) Takapau Whāriki.
- 7.4 The contact persons named in this Relationship Agreement may change from time to time. The Ministry and Health NZ and Takapau Whāriki agree to update each other as and when this occurs.

8.0 OFFICIAL INFORMATION

- 8.1 The Ministry and Health NZ are subject to the requirements of the Official Information Act 1982 (OIA).
- 8.2 The Ministry and Health NZ may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).
- 8.3 The Ministry and Health NZ will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Ministry and Health NZ in a timely fashion, so that the Ministry and Health NZ is able to meet the statutory timeframes for responding to the relevant request for information.

9.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 9.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.
- 9.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 9.3 In accordance with the principles described in clause 9.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 9.4 The commitments of the Ministry and Health NZ under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry and Health NZ and of the government of the day.
- 9.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

10.0 SPECIAL CONDITIONS

- 10.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

11.0 REVIEW AND AMENDMENT

- 11.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 11.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 11.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 4.3 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

12.0 DISPUTE RESOLUTION PROCESS

- 12.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 12.2 If the process in clause 12.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 12.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 12.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 12.5 The costs of mediation are to be split equally between the parties
- 12.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 12.0.

13.0 DEFINITIONS

“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga Toitū te Whānau”	means the enduring and positive well-being of the family/whānau.

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5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND
HEALTH NEW ZEALAND – TE WHATU ORA

“Tupua te Kawa”

has the same meaning as in the Te Awa Tupua
(Whanganui River Claims Settlement) Act 2017.

SIGNED by for and on behalf of the)
trustees of the **TAKAPAU WHĀRIKI**)
TRUST by the Chair, in the presence of:)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of the)
MINISTRY OF HEALTH in the presence)
of:)
)

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND
HEALTH NEW ZEALAND – TE WHATU ORA

SIGNED for and on behalf of **HEALTH**)
NEW ZEALAND in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for [Crown entity] officials to relay this to all parts/members of [Crown entity]. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.
Toitū Te Mana Relationship of Authority - A relationship of authority founded on the recognition of	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

Iwi and Hapū permanence and the shared responsibility to uphold that mana.	community and adopting a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting

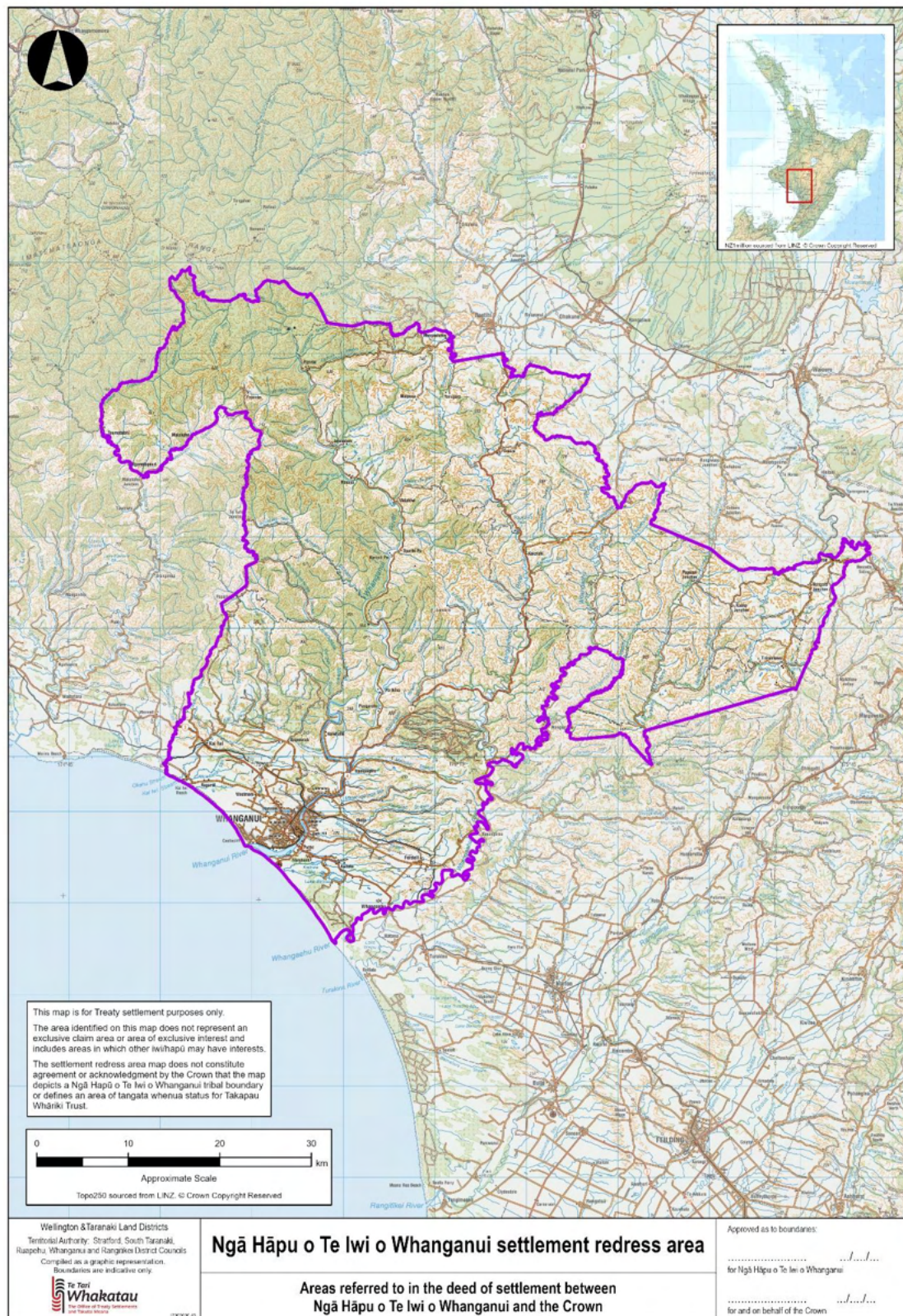
DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

	for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

APPENDIX TWO – Map of Ngā Hāpu o Te Iwi o Whanganui Settlement Redress Area



**5.9 RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR
CHILDREN**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

ORANGA TAMARIKI

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome Oranga Tamariki as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Oranga Tamariki.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Oranga Tamariki.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN**TABLE OF CONTENTS**

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5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**); and
- (b) Oranga Tamariki - Ministry for Children (**Oranga Tamariki**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting Oranga Tamariki with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of tamariki, the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Oranga Tamariki journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	• Ensure lines of communication between Oranga Tamariki and Ngā Hapū o Te Iwi o Whanganui are strong. • Work collaboratively with Ngā Hapū o Te Iwi o Whanganui to address any challenges that might impact giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono. • The principle of 'mana ki te mana' will be maintained when considering how the parties will engage with each other.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.	• Acknowledge the inherent rangatiratanga of Ngā Hapū o Te Iwi o Whanganui in their rohe, and work together to bring Te Tomokanga ki Te Matapihi me Ngā Mātāpono to life. • Collaborate with Ngā Hapū o Te Iwi o Whanganui in decision-making to enable meaningful contribution to building local solutions for iwi, hapū, whānau and communities.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Sharing data and information regarding Whanganui tamariki interactions with Oranga Tamariki to inform social and economic well-being planning. • Upholding the mana of Ngā Hapū o Te Iwi o Whanganui is upheld by applying a lens of continuous improvement when assessing the efficacy of our relationship. • Engage with Ngā Hapū o Te Iwi o Whanganui to better understand how our relationship will positively impact on the natural world, particularly with regard to the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area.

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4.0 ORANGA TAMARIKI VALUES

- 4.1 The vision of Oranga Tamariki is that New Zealand values the wellbeing of tamariki above all else.
- 4.2 The purpose of Oranga Tamariki is to ensure that all tamariki are in loving whānau and communities where oranga tamariki can be realised.
- 4.3 The values of Oranga Tamariki are:
- (a) We put tamariki first: We will challenge when things aren't right for the child.
 - (b) We respect the mana of people: We listen, we don't assume, and we create solutions with others.
 - (c) We believe aroha is vital: It keeps us focused on what is right.
 - (d) We value whakapapa: Tamariki are part of a whānau and a community.
 - (e) We are tika and pono: We do what we say we'll do.
 - (f) We recognise that orange is a journey: We understand the long-term impact of our actions today.

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within the responsibility of Oranga Tamariki, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend **regular relationship meetings** as set out in clauses 5.3 to 5.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 5.15 to 5.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 5.10 to 5.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Relationship Meeting

- 5.3 The Parties agree that a senior representative of Takapau Whāriki and Oranga Tamariki will participate in a regular relationship meeting.
- 5.4 Oranga Tamariki's representatives at the relationship meeting will be an appropriate member of the Oranga Tamariki Leadership Team, who is delegated to make decisions upon the Oranga Tamariki's behalf.
- 5.5 Before each relationship meeting held in accordance with clause 5.3, representatives of Takapau Whāriki and Oranga Tamariki will agree to administrative arrangements for the meeting including the agenda.
- 5.6 Agenda items should include:

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- (a) the annual workplan for Oranga Tamariki, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) review of any work plan developed under clauses 5.10 to 5.14;
 - (c) opportunities for collaboration between Oranga Tamariki and Takapau Whāriki;
 - (d) any other matters of mutual interest; and
 - (e) next steps, including any further meeting dates required to review aspects of Oranga Tamariki's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 5.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.9 The Parties may, in writing, mutually agree not to hold any given relationship meeting.

Work Plans

- 5.10 As a result of the relationship meetings, held in accordance with clause 5.3, and as part of other relationship meetings held in accordance with clause 5.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial relationship meeting.
- 5.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
- (a) developing shared policies that benefit the community;
 - (b) in accordance with clause 6.0 below, sharing information that is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) where possible, build upon the current resource base to maximise opportunities;
 - (e) progress towards socio-economic objectives with regional partners to improve the wellbeing and outcomes of tamariki, whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (f) establishing shared prevention and intervention programs within the local community;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles;
 - (h) creating increased learning and capacity building opportunities for the benefit of tamariki and whānau;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;

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- (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 5.12 When developing work plans under this agreement, Oranga Tamariki may invite any other party to be involved in discussions about the work plan. Oranga Tamariki will engage with Takapau Whāriki before issuing any such invitation.
- 5.13 Work plans will be mutually agreed by Takapau Whāriki and Oranga Tamariki and will reflect the priorities, resources and the specific functions and duties of the parties.
- 5.14 At the initial relationship meeting, the Parties will agree priority topics, and this may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 5.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 5.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and Oranga Tamariki. Oranga Tamariki will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 5.20 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 5.21 Oranga Tamariki will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and

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- (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
 - (a) engaging in accordance with clause 5.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at Oranga Tamariki for Takapau Whāriki who will act as a liaison person with other Oranga Tamariki staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of Oranga Tamariki to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Oranga Tamariki staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

- 8.1 The contact person for Oranga Tamariki for all matters relating to this Relationship Agreement is:
 - (a) XXXXXXXXXXXXXXXX, [relevant region]; and
 - (b) CE/DCE or Oranga Tamariki equivalent senior lead.

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- 8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.
- 8.3 The contact persons named in this Relationship Agreement may change from time to time. Oranga Tamariki and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

- 9.1 Oranga Tamariki is subject to the requirements of the Official Information Act 1982 (OIA).
- 9.2 Oranga Tamariki may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).
- 9.3 Oranga Tamariki will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to Oranga Tamariki in a timely fashion, so that Oranga Tamariki is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 10.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.
- 10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.4 The commitments of Oranga Tamariki under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Oranga Tamariki and of the government of the day.
- 10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

- 11.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- 12.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 5.3 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 13.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 13.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 13.5 The costs of mediation are to be split equally between the parties.
- 13.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in 13.0.

DEFINITIONS

“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga Toitū te Whānau”	means the enduring and positive well-being of the family/whānau.
“Tupua te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

SIGNED for and on behalf of **ORANGA
TAMARIKI** in the presence of:

)
)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees
of the **TAKAPAU WHĀRIKI TRUST**
by the Chair, in the presence of:

)
)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui guidance about giving life to Ngā Mātāpono

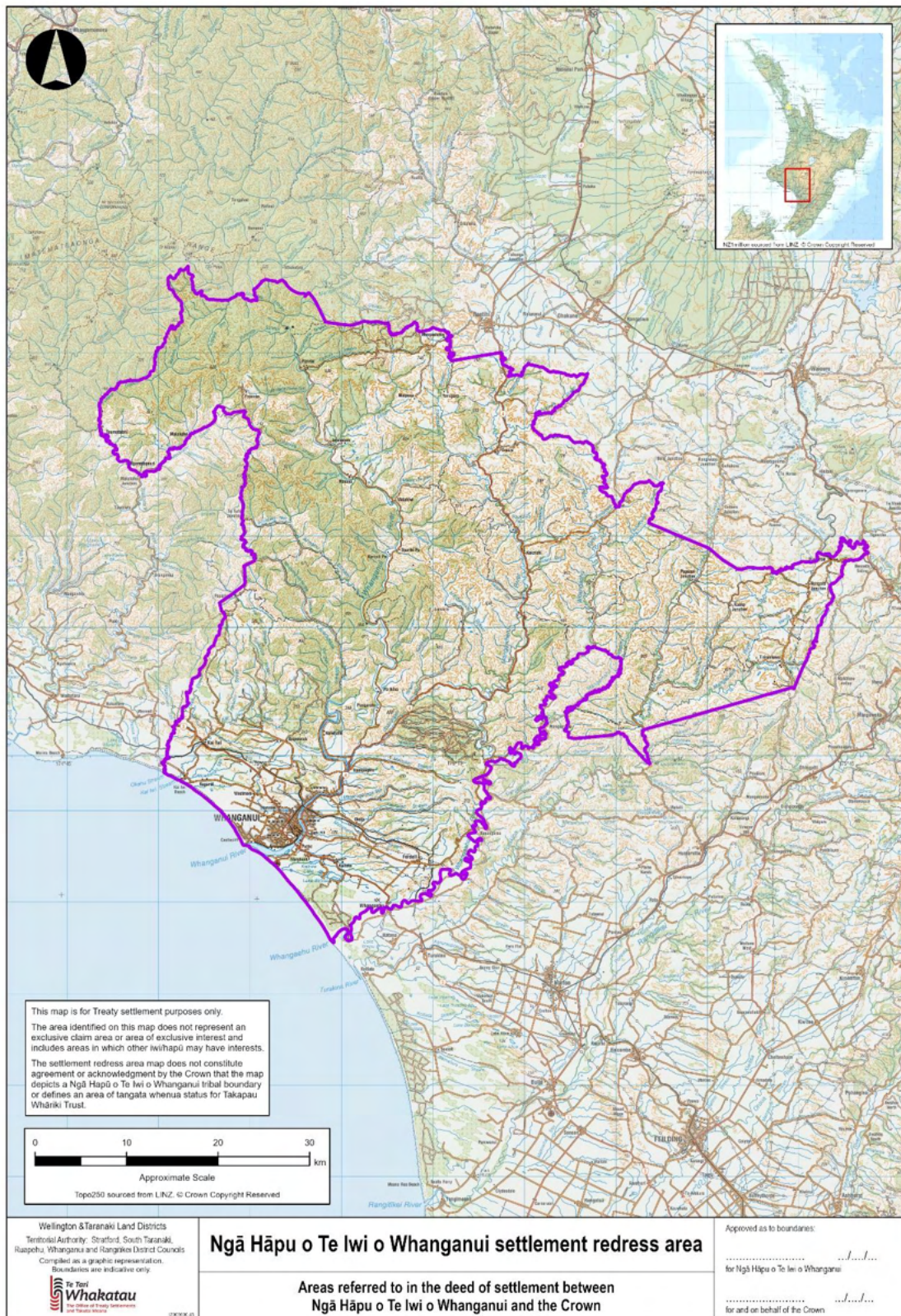
Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui seek agencies give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for [Crown entity] officials to relay this to all parts/members of [Crown entity]. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.
Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

to uphold that mana.	Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of [Ngā Hapū o Te Iwi o Whanganui.]
Toitū te whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.10 RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION
NEW ZEALAND**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

LAND INFORMATION NEW ZEALAND – TOITŪ TE WHENUA

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome Land Information New Zealand (**LINZ**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and LINZ.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with LINZ.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

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5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**); and
- (b) Land Information New Zealand – Toitū te Whenua (**LINZ**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting LINZ with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a ‘no surprises’ approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: LINZ journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	How Land Information New Zealand will Give Life
Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression	Act with integrity and ensure ongoing dialogue and honest discussions between the parties regarding matters of concern or policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Engage with Whanganui Lands to understand the meaning of Te Tomokanga ki Te Matapihi and promote understanding within the relevant teams of LINZ as appropriate. Having a focus on building and maintaining a strong relationship in practice, that complements legal contracts or agreements, including those in the Deed of Settlement. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui to nurture and maintain a positive relationship.
Toitū te mana Relationship of Authority Recognition of the permanence of Iwi mana and the sharing of responsibility to uphold that mana.	Recognise Ngā Hapū o Te Iwi o Whanganui as tangata whenua and value the significant role of iwi and hapū in leading and engaging with LINZ. Adopting a collaborative approach to finding solutions. Support opportunities to engage in a way that aligns with Ngā Mātāpono and values the contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.
Toitū te whenua Relationship of Sustenance The connection of humanity with the natural world, and the duty of care by humanity towards the natural world.	Whatungarongaro te tangata toitū te whenua. People come and go but land remains. - Enabling resources to be used carefully and sustainably in ways that support the wellbeing of our people, whānau and communities. - LINZ has a responsibility to look after those resources so that they are present and healthy for our children and future generations.

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

	• Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social, and economic well-being of Ngā Hapū o Te Iwi o Whanganui and the health and wellbeing of the whenua/natural world in the Settlement Redress Area. • Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.

4.0 LINZ VALUES

Whatungarongaro te tangata toitū te whenua.

People come and go but land remains.

4.1 This whakatauki underpins the LINZ purpose, reflecting the interconnectedness and inter-relationship of all living and non-living things.

4.2 Living the LINZ values helps LINZ to bring to life this whakataukī and purpose. These values are:

(a) **Māia** - Bold

I am curious and courageous. I take personal responsibility to be positive and strive to be better.

(b) **Matatau** - Expert

I am passionate about reaching my potential. I keep an open mind and share my knowledge. I am outward-looking, innovative and flexible.

(c) **Whakapipiri** - Stronger Together

I make connections to strengthen my work. I communicate effectively. I care and Manaaki influences the way I work. I respect and value diversity.

5.0 ROLES AND RESPONSIBILITIES

5.1 LINZ provides expert property and location information, manages Crown land, and regulates overseas investments.

Role of Statutory Officers who operate independently within LINZ

5.2 For the avoidance of doubt, there are four statutory officers within Toitū te Whenua LINZ. Statutory officers are responsible for their own legislation therefore they operate independently from the Government – LINZ's Chief Executive can not influence decisions that statutory officers make. The four officers and their roles are:

(a) Surveyor-General: sets standards for cadastral and geodetic survey systems, ensuring that we can rely on land boundaries and location information. This includes membership on the Cadastral Survey Licensing Board. They also support the Electoral Commission's setting of electorates every five years.

(b) Valuer-General: regulates the rating valuations industry. This includes administering the Valuers Registration Board (which regulates registered valuers)

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

and ensuring district valuation rolls are maintained (used by Territorial Authorities for rating purposes)

- (c) Registrar-General of Land: oversees Aotearoa New Zealand's property rights registration system (Torrens System) They also provide policy advice and administer claims and reviews under the Land Transfer Act 2017.
 - (d) Commissioner of Crown Lands: exercises rights of ownership and has statutory responsibility for Crown land administered under the Land Act 1948. This means the Commissioner is the landlord for Crown pastoral lessees, and is responsible for consenting to activities including leasing and disposal of Crown land.
- 5.3 Any decisions and policies that are made by statutory officers are separate to LINZ therefore direct consultation with Ngā Hapū o Te Iwi o Whanganui can not always be carried out.

6.0 ENGAGEMENT

- 6.1 The Parties will work together in good faith to identify where a policy or programme, within LINZ's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area. LINZ will endeavour to give life to Ngā Mātāpono within the parameters set by the Government of the day.
- 6.2 In respect of consulting on policy, LINZ is currently the lead agency for policies pursuant to the legislation it administers, for example, the Public Works Act 1981 and the Land Act 1948 or legislation that governs the roles of the statutory officers as discussed under clause 5.0. Where LINZ is responsible for leading a policy, it will engage with the Takapau Whāriki if that policy directly impacts Ngā Hapū o Te Iwi o Whanganui.
- 6.3 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 6.4 to 6.10.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 6.16 to 6.22.
 - (c) collaborate and develop a **work plan** as set out in clauses 6.11 to 6.15.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 6.4 The Parties agree that a senior representative of the Takapau Whāriki and LINZ will participate in an annual relationship meeting.
- 6.5 LINZ's representatives at the annual relationship meeting will be an appropriate member of LINZ's Leadership Team, who is delegated to make decisions upon LINZ's behalf.
- 6.6 Before each relationship meeting held in accordance with clause 6.4, representatives of the Takapau Whāriki and LINZ will agree to administrative arrangements for the meeting including the agenda.

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

6.7 Agenda items should include:

- (a) the annual workplan for LINZ, including any legislative or policy developments of interest to or affecting the interests represented by the Takapau Whāriki in relation to the Settlement Redress Area;
- (b) reviewed any work plan developed under clause 6.11 to 6.15;
- (c) opportunities for collaboration between LINZ and the Takapau Whāriki;
- (d) any other matters of mutual interest; and
- (e) next steps.

6.8 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.

6.9 The first relationship meeting will take place within three months of a written request by the Takapau Whāriki.

6.10 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

6.11 As a result of the annual relationship meetings, held in accordance with clause 6.4, and as part of other relationship meetings held in accordance with clause 6.3(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting.

6.12 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:

- (a) developing shared policies that benefit the community;
- (b) in accordance with clause 7.0 below, sharing information that is of mutual benefit;
- (c) establishing practical solutions that create alternative intervention systems;
- (d) building on the current resource base to maximise opportunities;
- (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
- (f) establishing shared prevention and intervention programs within the local community;
- (g) determining how research, monitoring and evaluation can help to evidence the relationship principles;
- (h) creating opportunities for increased learning and capacity building;
- (i) setting out a timetable and milestones for delivering on any agreed commitments;
- (j) confirming the responsibilities for the parties to meet any agreed commitments; and

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

- (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 6.13 When developing work plans under this agreement, LINZ may invite any other party to be involved in discussions about the work plan. LINZ will engage with Takapau Whāriki before issuing any such invitation.
- 6.14 Work plans will be mutually agreed by Takapau Whāriki and LINZ and will reflect the priorities, resources and the specific functions and duties of the parties.
- 6.15 At the initial annual meeting, the Parties will agree priority topics.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 6.16 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 6.17 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 6.18 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 6.19 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 6.20 This relationship agreement is between Takapau Whāriki and LINZ. LINZ will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 6.21 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 6.22 LINZ will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
 - (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

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7.0 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

8.0 COMMUNICATION

- 8.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 6.0 of this agreement;
 - (b) information sharing in accordance with clause 7.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at LINZ for the Takapau Whāriki who will act as a liaison person with other LINZ staff;
 - (e) providing reasonable opportunities for the Takapau Whāriki to meet with senior staff of LINZ to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant LINZ staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for the Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to the Takapau Whāriki on any decision that is made that relates to the agreement.

9.0 CONTACTS

- 9.1 The contact person for LINZ for all matters relating to this Relationship Agreement is:
- (a) XXXXXXXXXXXXXXXX, [*relevant region*]; and
 - (b) Gaye Searancke, Te Tumu Whakarae Chief Executive.
- 9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

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- 9.3 The contact persons named in this Relationship Agreement may change from time to time. LINZ and Takapau Whāriki agree to update each other as and when this occurs.

10.0 OFFICIAL INFORMATION

- 10.1 LINZ is subject to the requirements of the Official Information Act 1982 (OIA).
- 10.2 LINZ may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).
- 10.3 LINZ will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to LINZ in a timely fashion, so that LINZ is able to meet the statutory timeframes for responding to the relevant request for information.

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 11.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.
- 11.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Takapau Whāriki.
- 11.3 In accordance with the principles described in clause 11.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 11.4 The commitments of LINZ under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of LINZ and of the government of the day.
- 11.5 The commitments of the Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

12.0 SPECIAL CONDITIONS

- 12.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

13.0 REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions and may sign a variation to this Relationship Agreement which will take effect upon signing.

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14.0 DISPUTE RESOLUTION PROCESS

- 14.1 Subject to the provisions of statutes administered by LINZ if a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 14.3 If the dispute is not resolved following the process outlined at 14.1 and 14.2, and the parties agree that the matter is of such significance that it requires the attention of the Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of the Takapau Whāriki and the Chief Executive (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the parties.
- 14.6 Nothing in this clause 14.0, or this agreement, prevents the Takapau Whāriki from contacting or meeting with the relevant Minister as required.
- 14.7 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 14.0.

15.0 DEFINITIONS

“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga Toitū te	means the enduring and positive well-being of the family/whānau.
“Tupua te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

SIGNED for and on behalf of the
LAND INFORMATION NZ – TOITŪ TE
WHENUA in the presence of:

)
)
)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees
of the **TAKAPAU WHĀRIKI TRUST**
by the Chair, in the presence of:

)
)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

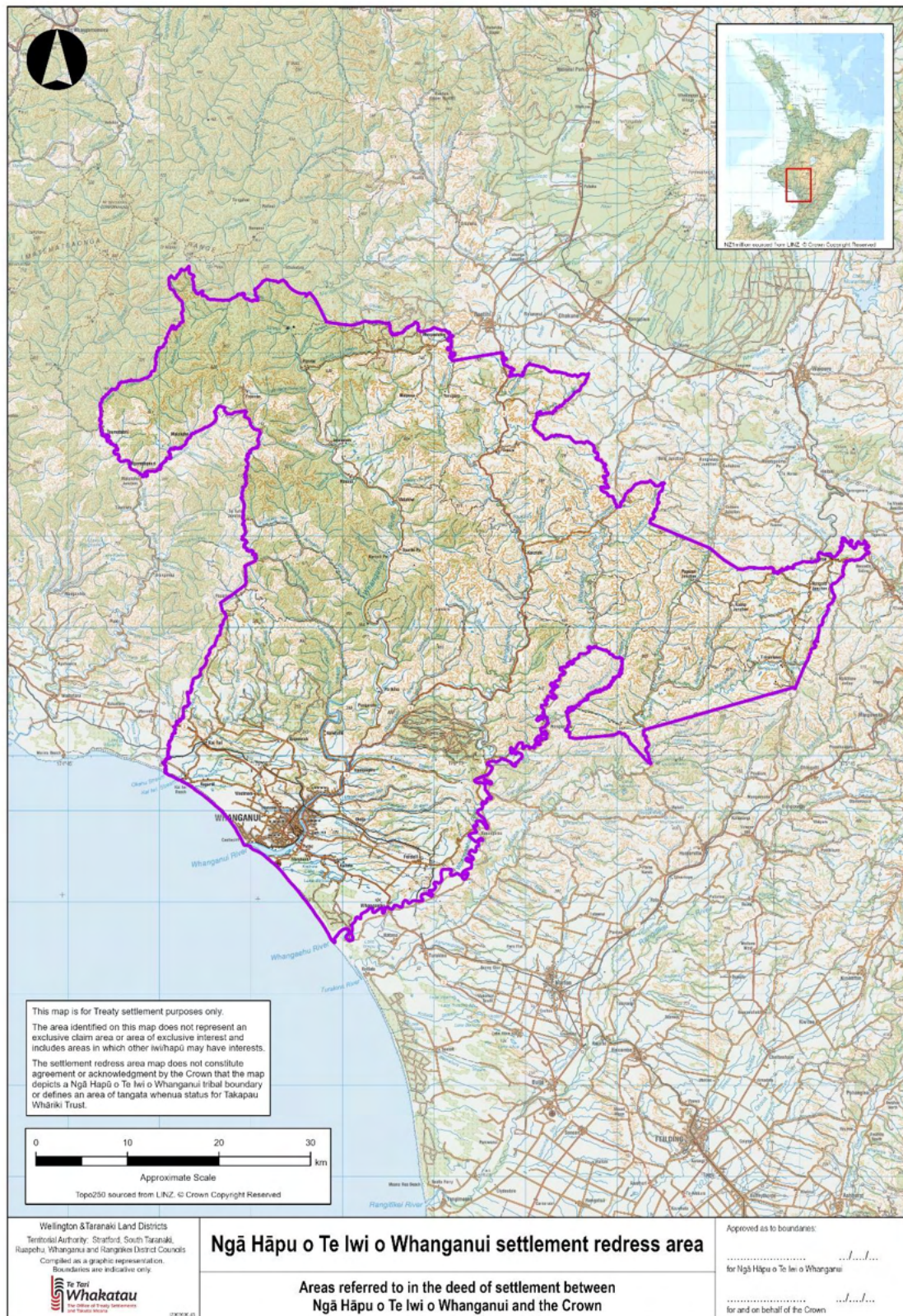
Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for LINZ officials to relay this to all parts/members of LINZ. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.
Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

	them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū te whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.11 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU
O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION –
TE AMORANGI MĀTAURANGA MATUA**

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

NGĀ HAPŪ O TE IWI O WHANGANUI,

TAKAPAU WHĀRIKI TRUST

and

THE CROWN THROUGH THE SECRETARY FOR EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION (Te Tāhuhu o te Mātauranga),

and

THE CROWN THROUGH THE CHIEF EXECUTIVE OF THE TERTIARY EDUCATION COMMISSION (Te Amorangi Mātauranga Matua)

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Education Sector as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Education Sector.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

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NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Education Sector.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

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5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

1.0 THE PARTIES

1.1 The Parties to this relationship agreement are:

- (a) Takapau Whariki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui (**Takapau Whāriki**);
- (b) The Ministry of Education, Te Tāhuhu o te Mātauranga (the **Ministry**) and the Tertiary Education Commission, Te Amorangi Mātauranga Matua (the **Commission**), collectively the **Education Sector**.

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, [Takapau Whariki Trust] and the Crown (the Deed of Settlement), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Education Sector with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, to work together in good faith to seek opportunities to give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;

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- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed to work together, in good faith, to seek opportunities to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice to support the Education Sector with information and guidance on its ongoing journey towards giving life to the core values of Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua within the Settlement Redress Area (see map at Appendix Two).
- 3.3 These examples reflect hapū aspirations for how these values might be applied in practice, and the outcomes they seek through working in partnership with agencies. Their inclusion does not represent a commitment on the part of the Education Sector to implement the specific examples given.
- 3.4 In addition, to support deeper understanding, Appendix Three provides an illustrative example of the Te Tomokanga Toitū te Whānau Framework, which may also help guide kaupapa-led engagement and practical application of these values.

Table 1: Ministry of Education journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Commitments reached as to how the Ministry and TEC will give life to the mātāpono by:
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Act with integrity and honesty to nurture and maintain a positive relationship. Conduct ongoing dialogue and honest discussion to identify shared goals and values and where possible, develop strategies to achieve them together.
Toitū Te Mana Relationship of Authority A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship	Respect the mana and tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions by sharing available information relevant to Ngā Hapū o Te Iwi o Whanganui. Value the contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui through listening and ongoing engagement.

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between humanity and the taiao and people with one another through appropriate tikanga.	
Toitū Te Whenua Relationship of Sustenance The connection of humanity with the taiao, and the duty of care by humanity towards the taiao.	Explore opportunities for collaboration as they arise, including collaboration to enhance educational outcomes of Ngā Hapū o Te Iwi o Whanganui. Enable meaningful engagement that fosters enduring relationships. Share available education information and data that is held by the Ministry.

4.0 ROLES AND RESPONSIBILITIES

- 4.1 The Ministry is the Government's lead advisor on New Zealand's education system. It shapes the direction for education agencies and providers, and contributes to the Government's goals for education.
- 4.2 The purpose of the Education Sector is to shape an education system that delivers equitable and excellent outcomes.
- 4.3 The Commission leads the government's relationship with the tertiary education sector in Aotearoa New Zealand and provides career services from education to employment. This involves supporting and developing a high-quality and sustainable tertiary education system. The Commission does this by providing sound, evidence-based investment in tertiary education, training and careers services that meet the needs of our society.

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within the Education Sector's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) Attend an **annual relationship meeting** as set out in clauses 5.3 to 5.9.
 - (b) Collaborate and develop a **work plan** as set out in clauses 5.14 to 5.19.
 - (c) Hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 5.3 The Parties agree that representative of Takapau Whāriki and the Education Sector will participate in an annual relationship meeting.
- 5.4 Before each relationship meeting held in accordance with clause 5.3, representatives of Takapau Whāriki and the Education Sector will discuss and agree:

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- (a) the level at which the the annual relationship meeting should take place; and
- (b) the administrative arrangements for the meeting including the agenda.

Meeting Level and Representation

- 5.5 The level of the representatives meeting should be matched so that the Chair of the Takapau Whāriki meets with:
- (a) the Secretary for Education and Chief Executive of the Ministry, and/or
 - (b) the Chief Executive of the Commission or their nominated representative
- and so forth.
- 5.6 The level at which the meeting should take place will be determined by mutual agreement with reference to the agenda of the meeting and the matters to be discussed and decided.
- 5.7 According to the preference of Takapau Whāriki, the first or the second meeting should be at Chair/Chief Executive level in order to set the direction of the relationship.
- 5.8 As a guide and subject to clause 5.6, it is expected that the Chair and Chief Executives would meet on average about every three years.
- 5.9 At other times, subject to clause 5.5:
- (a) The Ministry will be represented by a relevant Hautū (Deputy Secretary) or the Director of Education for the Taranaki, Whanganui, Manawatū region of Te Mahau, or, by mutual agreement, by other Ministry officials of equivalent standing.
 - (b) The Commission will be represented by a Deputy Chief Executive or the Chief Advisor Iwi and Māori Relations or, by mutual agreement, by officials of equivalent standing.

Agenda

- 5.10 Agenda items should include:
- (a) the annual workplan for the Education Sector, including any legislative or policy developments known to be of interest to Takapau Whāriki in relation to the Settlement Redress Area, or likely to affect the ability of Takapau Whāriki or the Education Sector to deliver on any work plan commitments or any other agreements reached between the Parties;
 - (b) the review of any work plan developed under clause 5.14 to 5.19;
 - (c) opportunities for collaboration between the Education Sector and Takapau Whāriki;
 - (d) any other matters of mutual interest; and
 - (e) the next steps as agreed by the parties.

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- 5.11 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 5.12 The first relationship meeting will take place within [three] months of a written request by Takapau Whāriki.
- 5.13 The Parties may mutually agree, in writing, not to hold annual relationship meetings in some years.

Work Plans

- 5.14 In accordance with clause 5.2(b), the parties will develop a workplan. This will be a plan to implement strategic agreements reached in the annual relationship meetings referred to in clause 5.2(a), and may be developed and amplified in the course of the additional meetings provided for in clause 5.2(c).
- 5.15 The workplan will be a living document that will be updated in response to work completed and changes or new opportunities in the education environment.
- 5.16 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
- (a) as the context allows, developing shared local policies that benefit the community;
 - (b) sharing information which is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) maximising opportunities that are available given the existing resource base;
 - (e) exploring opportunities to make progress towards mutual social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Whanganui Settlement Redress Area;
 - (f) pursuing opportunities to establish or participate in shared prevention and intervention programs within the local community;
 - (g) considering how research, monitoring and evaluation could be used to demonstrate use of the relationship principles in practice;
 - (h) creating opportunities for increased learning and capacity building;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 5.17 The plan may provide for the direct involvement of the Parties, or the brokering of relationships to help to advance these objectives.

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- 5.18 When developing work plans under this agreement, the Education Sector may invite any other party to be involved in discussions about the work plan. The Education Sector will engage with Takapau Whāriki before issuing any such invitation.
- 5.19 Work plans will be developed by mutual agreement between Takapau Whāriki and the Education Sector and will reflect the priorities, resources and the specific functions and duties of all the Parties.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange.
- 6.2 The Parties will use their best endeavours to share information in relation to the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui.
- 6.3 Any information that is shared is subject to privacy laws and other legal restrictions.
- 6.4 The parties will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 5.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at the Education Sector for Takapau Whāriki who will act as a liaison person with other Education Sector staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Education Sector to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Education Sector staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) where possible, consulting as soon as reasonably practicable following the identification of matters known to be of interest to Takapau Whāriki in relation to the Settlement Redress Area, or likely to affect the ability of Takapau Whāriki or the Education Sector to deliver on any work plan commitments or other agreements;
 - (h) where possible, agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

- (i) approaching the relationship with an open mind and, where possible genuinely considering any views and/or concerns that Takapau Whāriki may have in relation to any of the matters known to be of interest to Takapau Whāriki in relation to the Settlement Redress Area, or likely to affect the ability of Takapau Whāriki of the Education to deliver on any work plan commitments or any other agreements reached between the Parties; and
- (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

8.1 The contact people for Education Sector are:

- (a) for the Ministry, the Director for Education, Taranaki, Whanganui and Manawatū, and;
- (b) for the Commission, the Chief Advisor Iwi and Māori Relations.

8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

8.3 The contact persons named in this Relationship Agreement may change from time to time. The Education Sector and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

9.1 The Education Sector is subject to the requirements of the Official Information Act 1982 (OIA).

9.2 The Education Sector may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

9.3 The Education Sector will, where possible, notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Education Sector in a timely fashion, so that the Education Sector is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

10.1 The Parties are focused on, and are committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

- 10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.4 The commitments of the Education Sector under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Education Sector and of the government of the day.
- 10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

- 11.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 12.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions and may sign a variation to this Relationship Agreement which will take effect at a time mutually agreed. The parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of nominated representatives of the Ministry and/or the Commission (as relevant) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 13.3 If the dispute remains unresolved, by those representatives, the dispute shall be escalated to the Chief Executives of the Parties.
- 13.4 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 13.0.

14.0 DEFINITIONS

“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two.
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

“Te Tomokanga Toitū te Whānau” means the enduring and positive well-being of the family/whānau.

“Tupua te Kawa” has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

SIGNED for and on behalf of the)
MINISTRY OF EDUCATION)
in the presence of:)

) _____

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of the)
TERTIARY EDUCATION COMMISSION)
in the presence of:)

) _____

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **TAKAPAU WHĀRIKI**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui Advice about their Aspirations for What Giving Life to Ngā Mātāpono Might Look Like

These examples have been provided by the Ngā Hapū o Te Iwi o Whanganui to support the Education Sector with information and guidance on its ongoing journey towards giving life the core values of Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua within the Settlement Redress Area (see map at Appendix Two).

These examples reflect hapū aspirations for how these values might be applied in practice, and the outcomes they seek through working in partnership with agencies. Their inclusion does not represent a commitment on the part of the Education Sector to implement the specific examples given.

Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for Crown entity officials to relay this to all parts/members of Crown entity. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

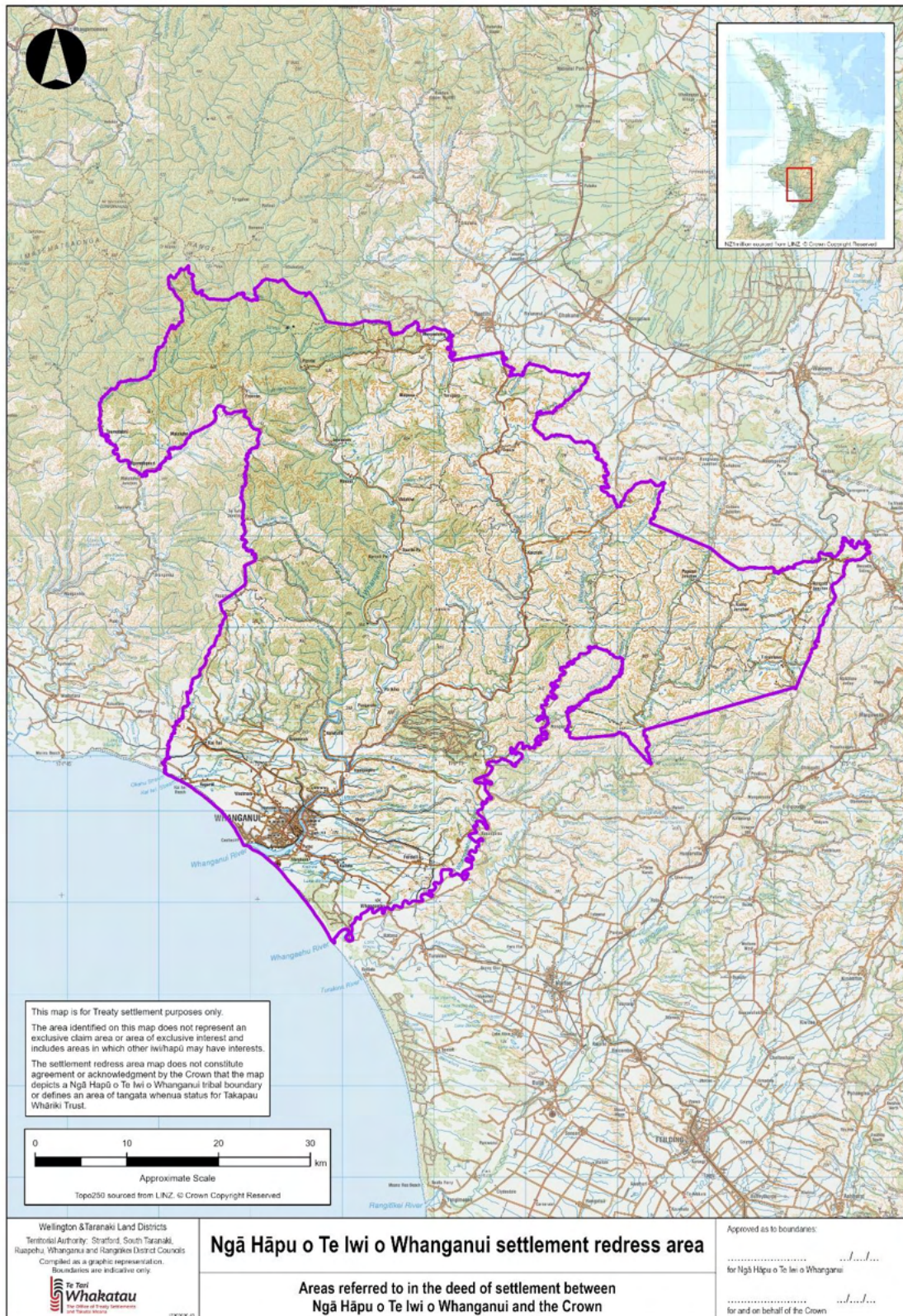
	Te Matapihi me Ngā Mātāpono.	Continual exploration of new ways to work together and enhance the partnership.
Toitū Te Mana Relationship of Authority – A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship between humanity and the taiao and people with one another through appropriate tikanaga.	Recognise Ngā Hapū o Te Iwi o Whanganui as tangata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū te whenua	Exploring opportunities for collaboration as they arise,	To understand and be able to appropriately address/consider the connection of humanity

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

Relationship of Sustenance The connection of humanity with the taiao, and the duty of care by humanity towards the taiao.	including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

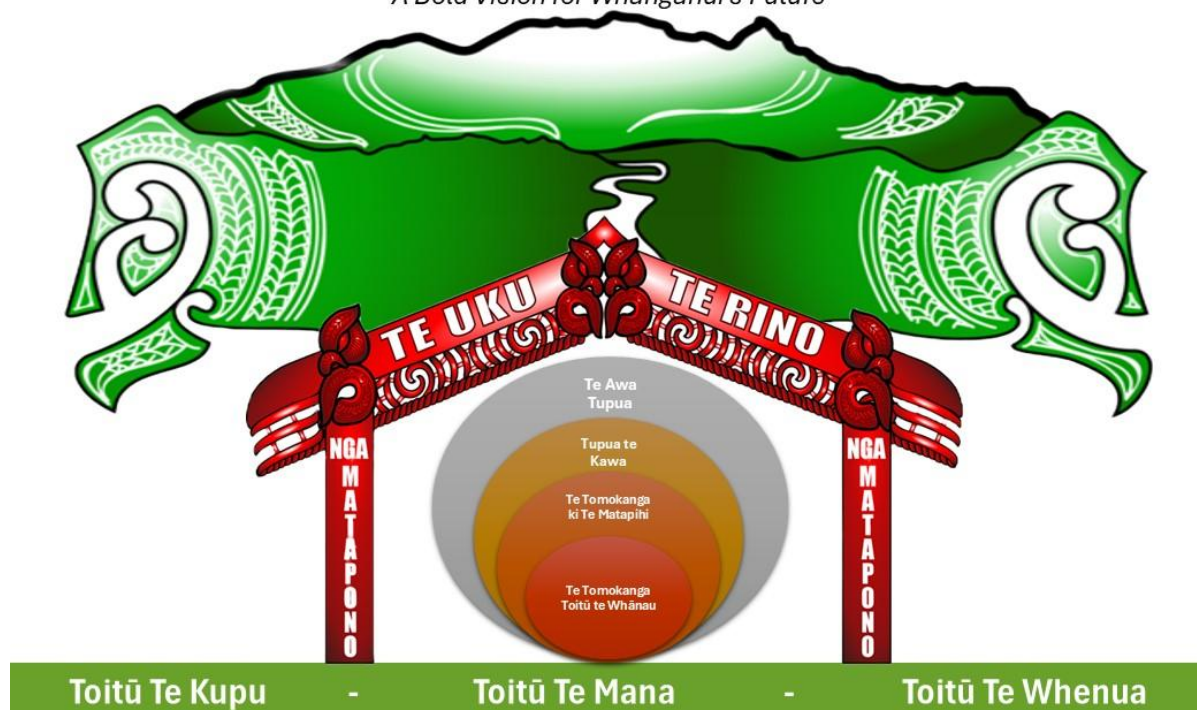
APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

APPENDIX THREE – Toitū te Whānau Framework: An Illustrative Example of How Ngā Matapōno Values May be Applied in Practice

[UNCLASSIFIED]
TE TOMOKANGA TOITŪ TE WHĀNAU
A Bold Vision for Whanganui's Future



5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

[UNCLASSIFIED]

TOITŪ TE WHĀNAU

He ao āpōpō, he ao tea
Our legacy, our aspiration, our future



VISION We will strengthen all whānau by placing them at the heart of our well-being decision-making to meet our genuine local needs.

MISSION Uniting to improve the well-being of our whānau and community.

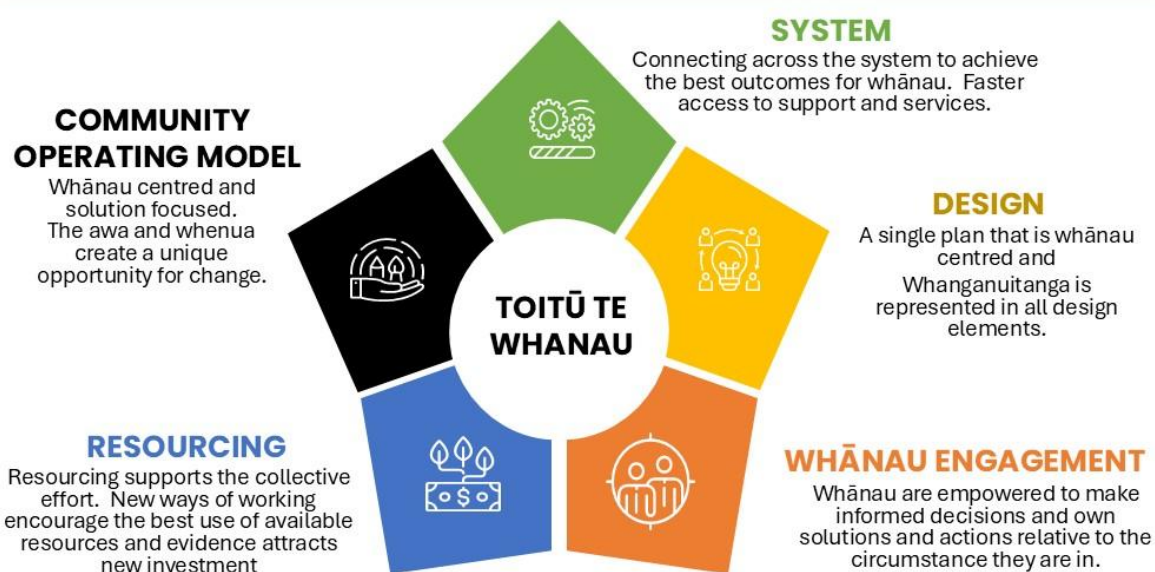
PURPOSE To reposition and redesign our well-being landscape by providing a platform for strategic governance to **mahi ngātahi** to provide the best possible position to improve the well-being of our Whānau, Hapū, Iwi and Hāpori within our Te Whare Kāho o Whanganui.

KEY STRATEGY To use a values-based approach to establish meaningful relationships. Toitū te Whānau reflects true partnership where our worldviews and practices are combined to guide strategic direction in a way that is responsive to the needs of whānau.

Toitū Te Kupu - Toitū Te Mana - Toitū Te Whenua

[UNCLASSIFIED]

THE APPROACH has five elements: System, Design, Whānau Engagement, Resourcing, and a Community Operating Model. Collectively, these elements aim to create change and improve outcomes for whānau. Each element requiring something new and different from the status quo.



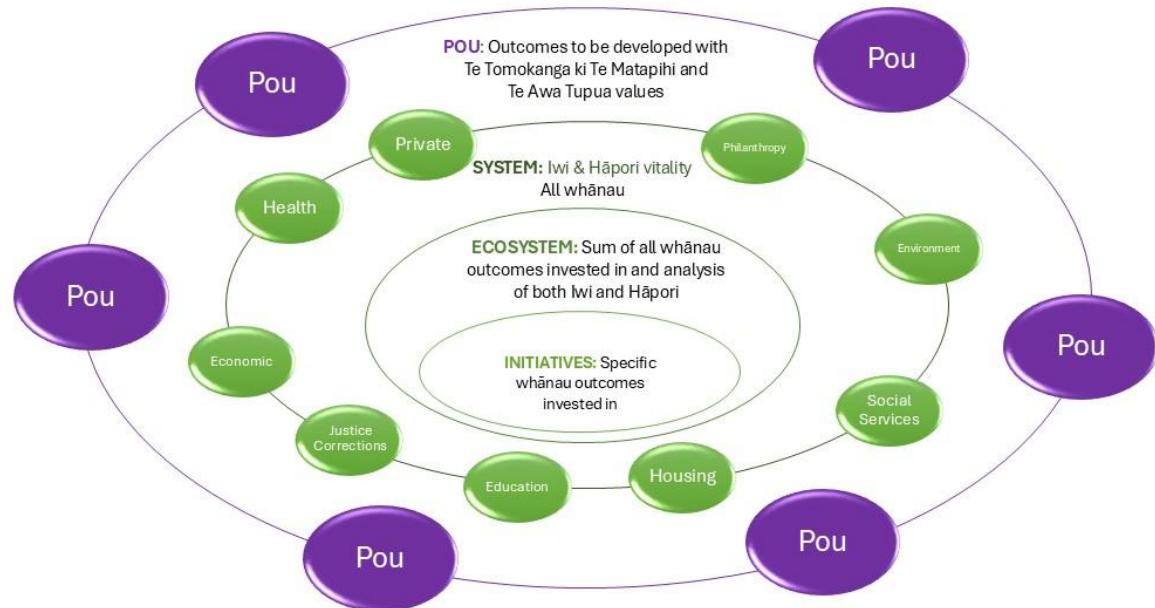
Toitū Te Kupu - Toitū Te Mana - Toitū Te Whenua

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

[UNCLASSIFIED]

TOITŪ TE WHĀNAU

Future interwoven work of Toitū te Whānau with government and other agencies connection



Toitū Te Kupu

Toitū Te Mana

Toitū Te Whenua

[UNCLASSIFIED]

Toitū te Whānau Outcomes



Toitū Te Kupu

Toitū Te Mana

Toitū Te Whenua

**5.12 RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF
HOUSING AND URBAN DEVELOPMENT**

**5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING
AND URBAN DEVELOPMENT**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

**TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN
DEVELOPMENT**

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Housing and Urban Development – Te Tūāpapa Kura Kāinga (**Te Tūāpapa Kura Kāinga**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Te Tūāpapa Kura Kāinga.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Te Tūāpapa Kura Kāinga.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

**5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING
AND URBAN DEVELOPMENT**

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5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui (**Takapau Whāriki**); and
- (b) Te Tūāpapa Kura Kāinga - The Ministry of Housing and Urban Development (**Te Tūāpapa Kura Kāinga**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting Te Tūāpapa Kura Kāinga with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the Parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi/the Treaty of Waitangi (Te Tiriti o Waitangi); and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The Parties also agree to progress and sustain a positive, co-operative, and enduring relationship, and agree to abide by the following relationship principles:

- (a) kia mau ki te wairua o te Tiriti o Waitangi/the Treaty of Waitangi: upholding the spirit of te Tiriti o Waitangi/the Treaty of Waitangi;
- (b) co-operating in partnership with a spirit of whakawhanaungatanga, good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability to achieve shared outcomes;
- (c) maintaining a 'no surprises' approach and ensuring early engagement on issues of known interest to the Parties;

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

- (d) respecting the independence of the Parties and their respective mandates, roles and responsibilities;
- (e) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (f) acknowledging that the relationship is flexible and evolving; and
- (g) addressing issues in a timely manner and discussing disagreements openly, directly, and confidently when they arise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Te Tūāpapa Kura Kāinga journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	<i>Manaakitanga: key mechanisms of engaging and building relationships.</i> <i>Tikanga: doing things right, being in the right place and right time.</i> Te Tūāpapa Kura Kāinga is committed to working co-operatively with a 'no surprises' approach and building high trust so that whānau aspirations are enhanced and they can live in a safe, secure, warm and comfortable home. We will work together in a way that preserves and strengthens the integrity of our relationship.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.	<i>Whakamana: empower whānau intergenerationally.</i> <i>Tino Rangatiratanga: self determination of self-sufficiency through creating your own sense of belonging.</i> We recognise the importance of whānau and will work collaboratively to ensure that whānau are in the driver's seat to achieve housing outcomes.

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	<i>Whakamana: empower whānau intergenerationally.</i> <i>Whanaungatanga: deliver services for Māori through a whakapapa lens.</i> We recognise the importance of whānau, kinship ties, intergenerational connections and enduring relationships. We will include the experience and voices of whānau in the design and delivery of programmes and services.

4.0 HOUSING PRINCIPLES

- 4.1 The Parties will also be guided by the following relationship principles identified in the MAIHI Ka Ora – National Māori Housing strategy, (**MAIHI Ka Ora**). Maihi Ka Ora takes Te Maihi o te Whare Māori – Māori and Iwi Housing Innovation Framework for Action (**MAIHI**) which is a whole of system approach and elevates it to provide the strategic direction for the whole Māori housing system.
- 4.2 The MAIHI principles identify Te Mauri o te Whānau at the centre of Crown responses – that is the life force of the whānau being central to building strength and resilience from within, and includes:

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

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5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

	built on demonstrating respect, generosity and caring for others.
Whakamana: empowering whānau intergenerationally	We will actively seek to include the experience and voices of whānau in the design and delivery of programmes and services. Our collaborative efforts will be anchored in positive impacts and outcomes for whānau that restores and enhances their mana.
Tino Rangatiratanga: self-determination of self-sufficiency through creating your own sense of belonging	We agree to work together to ensure that whānau are in the 'driver's seat' and supported to determine their future housing aspirations and how their needs are met, in a way that makes sense for them.

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within Te Tūāpapa Kura Kāinga's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 5.3 to 5.9.
 - (b) feed into the objectives and functions of **Te Tomokanga Toitū te Whānau** as set out in clauses 5.20 to 5.25.
 - (c) collaborate and develop a **work plan** as set out in clauses 5.10 to 5.14.
 - (d) progressing work on agreed mutual priorities through **operational level engagement** as set out in clauses 5.15 to 5.19.
 - (e) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 5.3 The Parties agree that a senior representative of Takapau Whāriki and Te Tūāpapa Kura Kāinga will participate in an annual relationship meeting.
- 5.4 Te Tūāpapa Kura Kāinga's representatives at the annual relationship meeting will be an appropriate member of Te Tūāpapa Kura Kāinga's Leadership Team, who is delegated to make decisions upon Te Tūāpapa Kura Kāinga's behalf.
- 5.5 Before each relationship meeting held in accordance with clause 5.3, representatives of Takapau Whāriki and Te Tūāpapa Kura Kāinga will agree to administrative arrangements for the meeting including the agenda.
- 5.6 Agenda items should include:
- (a) the annual workplan for Te Tūāpapa Kura Kāinga, including any legislative or policy developments of interest to or affecting the interests represented by

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

Takapau Whāriki in relation to the Settlement Redress Area;

- (b) review of any work plan developed under clause 5.10 to 5.14;
 - (c) opportunities for collaboration between Te Tūāpapa Kura Kāinga and Takapau Whāriki;
 - (d) any other matters of mutual interest; and
 - (e) next steps, including any further meeting dates required to review aspects of Te Tūāpapa Kura Kāinga's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 5.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

- 5.10 As a result of the annual relationship meetings, held in accordance with clause 5.3, and as part of other relationship meetings held in accordance with clause 5.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting, noting that:
- (a) The work plan will be co-designed by the Parties.
 - (b) The work plan will include, amongst other things:
 - (i) provision for the exchange of information and identification of opportunities for improving and achieving the wellbeing and housing outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (ii) priorities for action to improve and achieve the housing aspirations of Ngā Hapū o Te Iwi o Whanganui;
 - (iii) the responsibilities for the parties to meet any agreed commitments; and
 - (iv) processes for identifying and agreeing funding and resources required to successfully deliver any work plan.
- 5.11 The Parties may be interested to also include, but are not limited to, the following projects and topics in the Work Plan:
- (a) key indicators to be used for measuring success in achieving the objectives of any work plan, including setting out a timetable and milestones for delivering on any agreed commitments;
 - (b) strategies, policies and programmes that will assist with building Ngā Hapū o Te Iwi o Whanganui capability and capacity for delivering projects to achieve wellbeing and housing outcomes;

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

- (c) provisions for the acknowledgement and protection of the data sovereignty of Ngā Hapū o Te Iwi o Whanganui;
 - (d) methods for developing a data platform to support evidence-based reporting; and
 - (e) identification of joint projects to address priorities for action in improving the housing of Ngā Hapū o Te Iwi o Whanganui.
- 5.12 When developing work plans under this agreement, Te Tūāpapa Kura Kāinga may invite any other party to be involved in discussions about the work plan. Te Tūāpapa Kura Kāinga will engage with Takapau Whāriki before issuing any such invitation.
- 5.13 Work plans will be mutually agreed by Takapau Whāriki and Te Tūāpapa Kura Kāinga and will reflect the priorities, resources and the specific functions and duties of the parties. The work plan will be regularly monitored by the Parties and may be modified from time to time as agreed between the Parties.
- 5.14 At the initial annual meeting, the Parties will agree priority topics, and this may result in a work plan.

Operational Level Engagement

- 5.15 The Parties agree that ongoing engagement is needed to operationalise any work plan developed as set out in clauses 5.10 to 5.14.
- 5.16 Operational level engagement will involve:
- (a) coordinating the organisation of the annual strategic relationship hui;
 - (b) facilitating the implementation of any work plan and any actions arising from the annual strategic relationship hui;
 - (c) mitigating issues and risks;
 - (d) exploring further opportunities for collaboration as they arise;
 - (e) working with Takapau Whāriki to identify matters that are subject to engagement; and
 - (f) monitoring progress against the key indicators to be used for measuring success as set out in any work plan.
- 5.17 This dialogue and collaboration may include meetings as mutually agreed from time to time between Te Tūāpapa Kura Kāinga staff and the representatives of Takapau Whāriki. This may occur at different levels as required to advance any work plan.
- 5.18 The Parties will make their best endeavours to attend meetings requested by any one of them, subject to resourcing and work programme requirements.
- 5.19 Where such further meetings are required, each party will meet the costs and expenses of its representatives attending the meetings, unless otherwise agreed by the Parties.

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.20 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 5.21 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 5.22 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.23 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.24 This relationship agreement is between Takapau Whāriki and Te Tūāpapa Kura Kāinga. Te Tūāpapa Kura Kāinga will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 5.25 The Te Tūāpapa Kura Kāinga will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.
- 5.26 For the avoidance of doubt, the agency is not required to engage directly with the charitable trust and agency engagement with the charitable trust does not create an additional agreement.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively.
- 6.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to,
- (a) sharing meaningful and relevant details of their ongoing work programmes for the purpose of informing each other of their current activities and for seeking out further opportunities to partner for shared outcomes;

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- (b) sharing information relating to entities being funded within Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as set out in Appendix Two and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui, subject to clause 11.0 of this Agreement;
- (c) providing up-to-date information about changes to their work programmes in a transparent and timely manner;
- (d) acknowledging the data sovereignty of Ngā Hapū o Te Iwi o Whanganui;
- (e) supporting Ngā Hapū o Te Iwi o Whanganui to build its own processes and procedures for collection, storage, use and management of data as it relates to Ngā Hapū o Te Iwi o Whanganui, so that they can better understand the housing needs and aspirations of Ngā Hapū o Te Iwi o Whanganui; and
- (f) providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Agreement.

7.0 COMMUNICATION

7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:

- (a) engaging in accordance with clause 4.0 of this agreement;
- (b) information sharing in accordance with clause 6.0;
- (c) maintaining information on the parties' office holders, their addresses and contact details;
- (d) providing a primary contact at Te Tūāpapa Kura Kāinga for Takapau Whāriki;
- (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of Te Tūāpapa Kura Kāinga to discuss and (if possible) resolve any issues that may arise;
- (f) informing relevant Te Tūāpapa Kura Kāinga staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely considering any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

8.0 CONTACTS

8.1 The contact person for for Te Tūāpapa Kura Kāinga for all matters relating to this Agreement is:

(a) Jessica Smith, Deputy Chief Executive Māori-Crown Relations,
Jessica.Smith@hud.govt.nz.

8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

8.3 The contact persons named in this Relationship Agreement may change from time to time. Te Tūāpapa Kura Kāinga and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

9.1 Te Tūāpapa Kura Kāinga is subject to the requirements of the Official Information Act 1982 (OIA).

9.2 Te Tūāpapa Kura Kāinga and its Ministers may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

9.3 Te Tūāpapa Kura Kāinga will, where possible, notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to Te Tūāpapa Kura Kāinga in a timely fashion, so that Te Tūāpapa Kura Kāinga is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

10.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

10.4 The commitments of Te Tūāpapa Kura Kāinga under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Te Tūāpapa Kura Kāinga and of the government of the day.

10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

11.0 SPECIAL CONDITIONS

- 11.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020, Public Finance Act 1989 or their successors.

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 13.2 If the dispute is at the operations level and the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to the relevant Deputy Chief Executive and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe. If the dispute is not resolved following the process above it shall be escalated to the Chief Executives of the parties.

14.0 DEFINITIONS

“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga Toitū te Whānau”	means the enduring and positive well-being of the family/whānau.
“Tupua te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING
AND URBAN DEVELOPMENT

SIGNED for and on behalf of the)
TE TŪĀPAPA KURA KĀINGA – MINISTRY)
OF HOUSING AND URBAN)
DEVELOPMENT in the presence of:)

Signature of Witness

Brad Ward, Acting Chief Executive

Witness Name

Occupation

Address

SIGNED by for and on behalf of the)
trustees of the **TAKAPAU WHĀRIKI**)
TRUST by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

APPENDIX ONE – BACKGROUND: Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui aspire for agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in relevant decision-making processes and that relevant decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for Te Tūāpapa Kura Kāinga officials to relay this to all parts/members of their agency. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values, and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a relevant project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.
Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

to uphold that mana.	a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in relevant business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.
Toitū te whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the

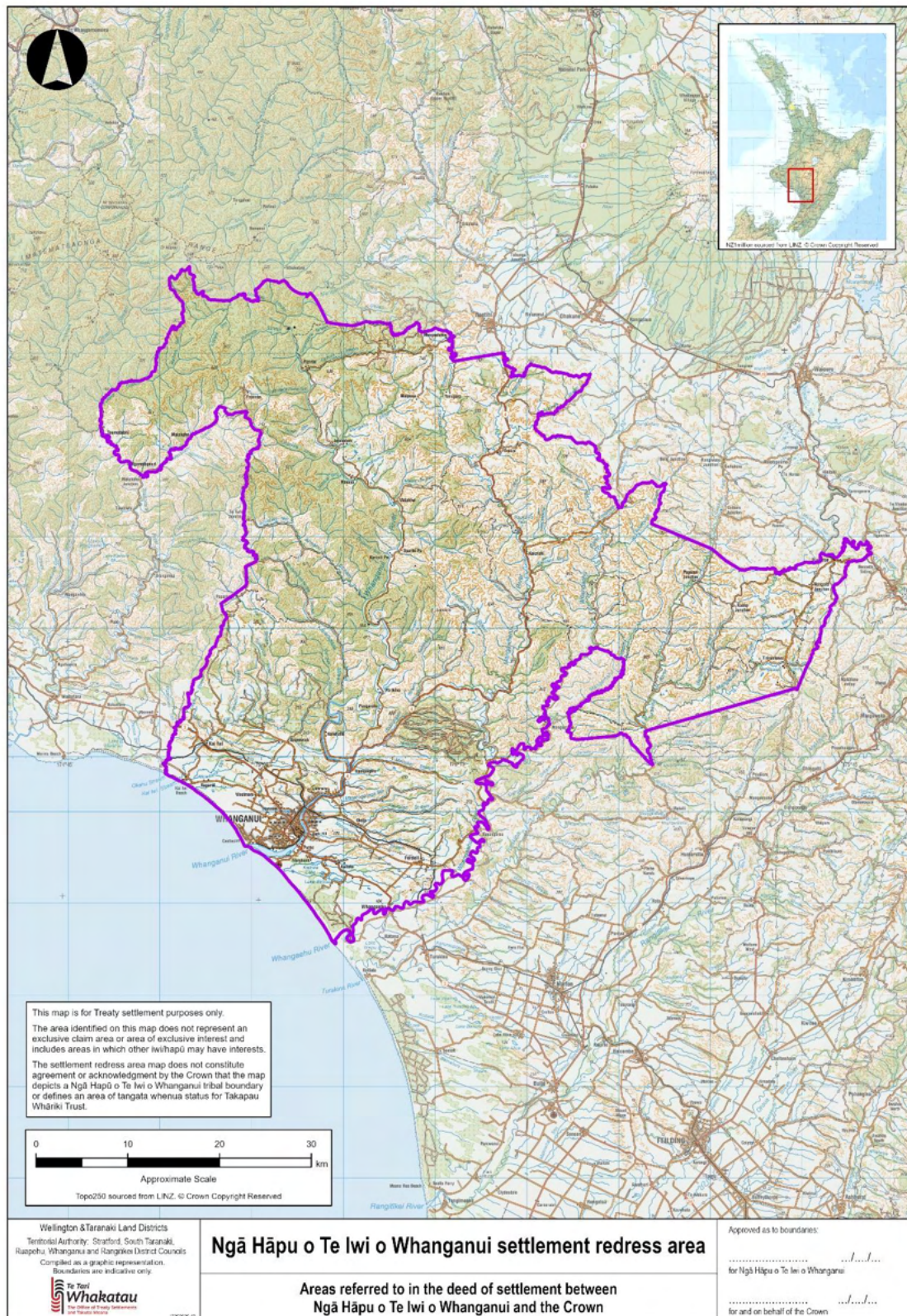
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5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

	taiao, and those things which impact on the taiao.	relationship agreement over time and identify opportunities for improvement.

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.13 RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA
AOTEAROA**

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

STATISTICS NEW ZEALAND, TATAURANGA AOTEAROA

5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA AOTEAROA

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with us and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Stats NZ as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Stats NZ.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA AOTEAROA

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Stats NZ.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

**5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA
AOTEAROA**

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1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**).
- (b) Statistics New Zealand, Tatauranga Aotearoa (**Stats NZ**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting Stats NZ with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) strive to work consistently with Te Tiriti o Waitangi;
- (b) working with a ‘no surprises’ approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and

5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA AOTEAROA

- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana, and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Stats NZ journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	Commitments reached
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	- We acknowledge that our relationships are enduring, built on the foundation that our word is our bond. We are committed to honouring the intent behind our words (kupu) and focusing on outcomes that matter. Our approach is rooted in transparent communication, meaningful engagement, and a deep respect for whakapapa and connection to whenua. - Subject experts come ready to engage – take responsibility for our actions and come prepared. - Be dependable and deliver on the things we say we will do. - Recognising that data is a taonga for Ngā Hapū o Te Iwi o Whanganui.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.	- Rangatira ki te Rangatira, mana ki te mana, mana ōrite, engagement between the parties will occur at a rangatira-to-rangatira level, which means people will engage with those who have similar status (for example, the Chair to Minister, Chief Executive to Chief Executive, lead iwi advisor/iwi advisors to senior officials, kaimahi to kaimahi). - Be mindful of the power and resource imbalance – both parties maintain their own mana and will empower each other to do our part. - Work with integrity and high trust, using processes to enhance and promote the mana and integrity of (Ngā Hapū O Te Iwi o Whanganui), Te Whare Kāho o Whanganui Trust, noting any shifts that occur between Ngā Hapū O Te Iwi o Whanganui, Te Whare Kāho o Whanganui Trust and Tatauranga Aotearoa Stats NZ should not impact on their ability to enable rangatiratanga as envisaged inside of the partnership.

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Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Acknowledging the deep connection of the Whanganui iwi to their whenua and the inseparable physical and spiritual connection of whakapapa with the environment, particularly with Te Awa Tupua. Together, we will collaborate to develop programs that support the data aspirations and capability needs of the Whanganui iwi, empowering locally led, whānau-centred, and values-driven initiatives within their communities.

4.0 STATS NZ APPROACH TO PARTNERSHIP

- 4.1 Stats NZ as a core part of the Crown, plays a key role in exemplifying the Tiriti partnership and strives to give effect to the Crown's relationship to Ngā Hapū o te Iwi o Whanganui by utilising the Stats NZ's whakapapa engagement approach which emphasises enduring connections and acknowledging genealogical ties as a basis for our engagement practice.
- 4.2 Recognising the unique value-centric relationship Ngā Hapū o te Iwi o Whanganui have with the Crown including, but not limited to Te Awa Tupua, Stats NZ aims to demonstrate its commitment to Tiriti-centric outcomes as a core business mechanism supporting the delivery of data for and with Māori, iwi and hapū.
- 4.3 Stats NZ has an organisation-wide, strategic priority to build enduring relationships and support the infrastructure, capabilities and resources required to work with Māori data appropriately as part of our core business.
- 4.4 Realising this priority will not only deliver for Māori, iwi, and hapū but forms the foundation for how the organisation works differently to achieve our vision. By forging stronger partnerships with iwi, we contribute to a better Aotearoa – both today and for generations to come – demonstrating the power of mutually beneficial engagement in building lasting relationships and driving towards partner outcomes.

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within Stats NZ's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 5.3 to 5.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 5.15 to 5.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 5.10 to 5.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

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Annual Relationship Meeting

- 5.3 The Parties agree that a senior representative of Takapau Whāriki and Stats NZ will participate in an annual relationship meeting.
- 5.4 Stats NZ's representatives at the annual relationship meeting will be an appropriate member of Stats NZ's Leadership Team, who is delegated to make decisions upon Stats NZ's behalf.
- 5.5 Before each relationship meeting held in accordance with clause 5.2, representatives of Takapau Whāriki and Stats NZ will agree to administrative arrangements for the meeting including the agenda.
- 5.6 Agenda items may include:
- (a) the annual workplan priorities for Stats NZ, including any work of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) reviewed any work plan developed under clause 5.10 to 5.14;
 - (c) opportunities for collaboration between Stats NZ and Takapau Whāriki; and
 - (d) any other matters of mutual interest, including providing visibility of the Stats NZ work programme.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 5.8 The first relationship meeting will take place within [three] months of a written request by Takapau Whāriki.
- 5.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

- 5.10 As a result of the annual relationship meetings, held in accordance with clause 5.2(a), and as part of other relationship meetings held in accordance with clause 5.3, the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial meeting.
- 5.11 The Parties may be interested to include, but are not limited to, the following projects in the Data Work Plan:
- (a) in accordance with clause 6 below, sharing information that is of mutual benefit;
 - (b) building on the current resource base to maximise opportunities and making sure that the resourcing is available to deliver on items in the Data Work Plan;
 - (c) determining how research, monitoring and evaluation can help to evidence the relationship principles;
 - (d) creating opportunities for increased learning and data capacity building;
 - (e) setting out a timetable and milestones for delivering on the Data Work Plan;

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- (f) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (g) setting out a timetable for monitoring, reporting, and reviewing Data Work Plans.
- 5.12 When developing work plans under this agreement, Stats NZ may invite any other party to be involved in discussions about the work plan. Stats NZ will engage with Takapau Whāriki before issuing any such invitation.
- 5.13 Work plans will be mutually agreed upon by Takapau Whāriki and Stats NZ and will reflect the priorities, resources and the specific functions and duties of the parties.
- 5.14 At the initial annual meeting, the Parties will begin to scope out priority data projects and these may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 5.16 Te Tomokanga Toitū te Whānau approach upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 5.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, through Takapau Whāriki, and Stats NZ. Stats NZ will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 5.20 For the avoidance of doubt, Stats NZ engagement with the charitable trust does not create an additional agreement with agencies.
- 5.21 Stats NZ will consider how it can support Te Tomokanga Toitū te Whānau approach and work with the charitable trust to progress iwi and community social and economic objectives in the following ways:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for iwi, hapū, whānau and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for iwi/hapū/whānau and communities; and

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- (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to the Data and Statistics Act 2022, privacy laws and other legal restrictions.

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
 - (a) engaging in accordance with clause 5.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at Stats NZ for the Takapau Whāriki who will act as a liaison person with other Stats NZ staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of Stats NZ to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Stats NZ staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

- 8.1 The contact staff for Stats NZ for all matters relating to this Relationship Agreement are:
 - (a) Mareta Savage, Senior Manager, Māori Partnerships and Engagement, and

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- (b) Anna McDowell, General Manager, Strategic Engagement Māori Partnerships and Outcomes.

- 8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.
- 8.3 The contact persons named in clauses 8.1 and 8.2 may change from time to time and Stats NZ and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

- 9.1 Stats NZ is subject to the requirements of the Official Information Act 1982 (“OIA”).
- 9.2 Stats NZ may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).
- 9.3 Stats NZ will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to Stats NZ in a timely fashion, so that Stats NZ is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 10.1 The Parties are focused on, and are fully committed to, working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.
- 10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.4 The commitments of Stats NZ under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Stats NZ and of the government of the day.
- 10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

- 11.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Data and Statistics Act and the Privacy Act 2020 or its successors.

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

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- 12.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 5.2 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith and in alignment with Ngā Mātāpono, to resolve matters at in the operational level within a reasonable timeframe.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the General Manager Strategic Engagement Māori Partnerships and Outcomes (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 13.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Chief Executive (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 13.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 13.5 The costs of mediation are to be split equally between the parties
- 13.6 Nothing in this clause 13.0, or this agreement, prevents Takapau Whāriki from contacting or meeting with the relevant Minister as required.
- 13.7 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 13.0.

14.0 DEFINITIONS

“the Settlement Redress Area”	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga”	has the same meaning as in the Deed of Settlement.
“Te Tomokanga Toitū te Whānau”	means the enduring and positive well-being of the family/whānau.
“Tupua te Kawa”	has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA
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SIGNED for and on behalf of)
STATS NZ)
in the presence of:)
)

Chief Executive, Statistics New Zealand

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **TAKAPAU WHĀRIKI TRUST**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

**5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA
AOTEAROA**

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

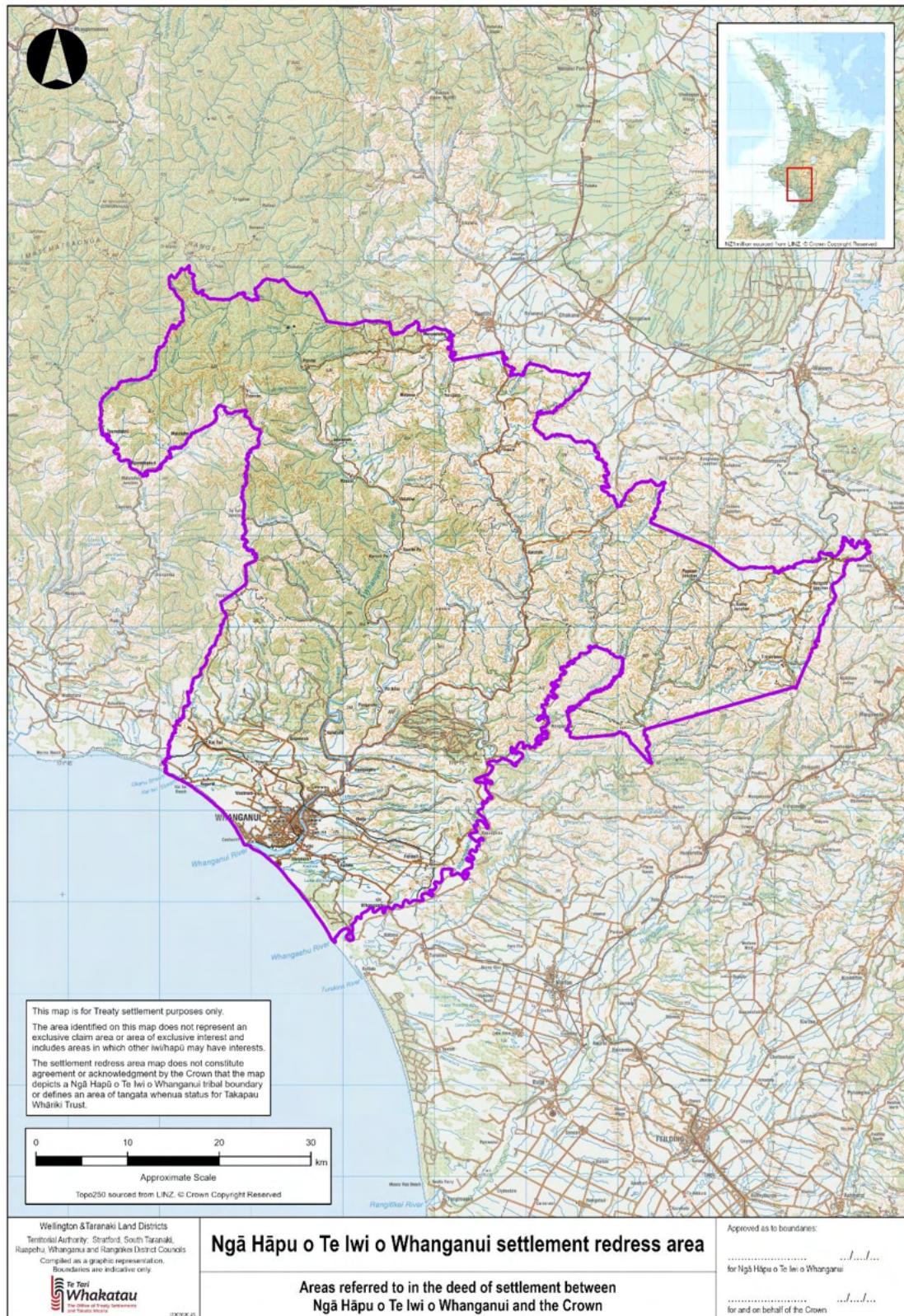
Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. Start the process of how to align applicable activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono. Ensure participation of Ngā Hapū o Te Iwi o Whanganui in applicable decision-making processes and that decisions are made in a collaborative manner. Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.	A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements. Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi. To understand the meaning of Te Tomokanga ki Te Matapihi in order for [Crown entity] officials to relay this to all parts/members of [Crown entity]. Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. Identify shared goals and values and develop strategies to achieve them together. Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out. Continual exploration of new ways to work together and enhance the partnership.
Toitū Te Mana Relationship of Authority A relationship of authority founded on the recognition of Iwi and Hapū permanence and the	Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions. Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o	Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe. Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase. Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi

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shared responsibility to uphold that mana.	Whanganui and help empower them to participate and make informed decisions. Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.	and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui. To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of [Ngā Hapū o Te Iwi o Whanganui.]
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui. Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations. Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.	To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens. Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. To uphold its status as in the relationship and act according to the principles of Tupua te Kawa. To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.

5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA AOTEAROA

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**6. LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF
THE MINISTRY FOR PRIMARY INDUSTRIES**

6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR
PRIMARY INDUSTRIES

[Date]

[Name]

Chair

Takapau Whāriki Trust

PO Box 4262

Whanganui 4541

Tēnā koe [Name of Chair]

NGĀ HAPŪ O TE IWI O WHANGANUI LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Ngā Hapū o Te Iwi o Whanganui Claims Settlement Act 20XX. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown, Takapau Whāriki Trust and Ngā Hapū o Te Iwi o Whanganui, the Ministry for Primary Industries (**the Ministry**) now extends to you this Letter of Recognition.

This letter sets out how the Ministry will work with Ngā Hapū o Te Iwi o Whanganui with on matters of shared interest where these directly affect Ngā Hapū o Te Iwi o Whanganui settlement redress area.

This letter also sets out the specific details of how the Ministry intends to work with Ngā Hapū o Te Iwi o Whanganui, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1996 and the Deed of Settlement signed between the Crown and Ngā Hapū o Te Iwi o Whanganui on [date].

Crown acknowledgement of Te Tomokanga ki Te Matapihi as the basis for resetting the Ministry and Iwi relationship

We acknowledge that, for Ngā Hapū o Te Iwi o Whanganui, their values underpin their relationships with the Crown, including the Ministry. As part of our commitment to our re-newed relationship with you, we record the values framework, known as Te Tomokanga ki Te Matapihi, in our letter of recognition.

TE TOMOKANGA KI TE MATAPIHI

Ko te rangawhenua te mātāpuna o te ora

Mai te whare toka ki te tokatū

He matapihi ki uta, ki tai, ki te ao

He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR PRIMARY INDUSTRIES

In 1840, the Crown entered through Te Tomokanga ki te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

- **Te Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights their inherent right to exist, survive and thrive as tāngata whenua within their tribal nation. This arm creates a responsibility for Ngā Hapū o Te Iwi o Whanganui to ensure that their participation and relationship with the Crown, and any other party, endures for the benefit of future generations.
- **Te Rino** is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. The Ministry for Primary Industries is welcome as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kaho**), where the values and tikanga underpin the future relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry.

Te Tomokanga ki Te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua Te Kawa. Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

Ngā Mātāpono

The gateway is supported by pou. Embedded in this are the values and tikanga that govern all relationships in the Ngā Hapū o Te Iwi o Whanganui domain.

- *Toituu te Kupu: integrity*

A relationship of integrity is founded on both the intent of one's word and the truth of its expression. Ngā Hapū o Te Iwi o Whanganui expect partners to act with integrity when providing their services to whānau and whenua.

- *Toitū te Mana: inherited authority*

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR PRIMARY INDUSTRIES

- *Toitū te Whenua: physical and metaphysical sustenance*

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

Tupua Te Kawa

Tupua Te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

- *Ko te Awa te mātāpuna o te ora*

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

- *E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa*

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

- *Ko au te Awa, ko te Awa ko au*

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

- *Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua*

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

MINISTRY FOR PRIMARY INDUSTRIES: MANATŪ AHU MATUA – AGRICULTURE, BIOSECURITY, FISHERIES, FORESTRY, AND FOOD SAFETY

The Ministry for Primary Industries is the Crown's lead agency for agriculture (including horticulture and animal welfare), biosecurity, fisheries, forestry and food safety.

The Ministry recognises Ngā Hapū o Te Iwi o Whanganui as tangata whenua within your settlement redress area.

Information sharing

The Ministry and Ngā Hapū o Te Iwi o Whanganui will use reasonable endeavours to exchange and share relevant information of mutual benefit, subject to the provisions of relevant enactments and the general law.

Ngā Hapū o Te Iwi o Whanganui may request the Ministry attend meetings on matters of shared interest. The Ministry will endeavour to fulfil these requests.

**6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR
PRIMARY INDUSTRIES**

Joint work programmes

If agreed by both parties, the Ministry and Ngā Hapū o Te Iwi o Whanganui may work together to develop and implement joint work programmes on matters relating to agriculture (including horticulture and animal welfare), biosecurity, fisheries, forestry and food safety. The terms of delivery will be jointly agreed.

Services and research

The Ministry acknowledges there is potential for Ngā Hapū o Te Iwi o Whanganui to provide services to, or conduct research for, the Ministry and vice versa. Where the Ministry undertakes or contracts for services or research, and where the Ministry considers it to have a direct impact on the Ngā Hapū o Te Iwi o Whanganui settlement redress area, the Ministry will:

- a. notify Takapau Whāriki of its intention to do so and provide Takapau Whāriki with an opportunity to be involved in the planning for services or research, as appropriate;
- b. where applicable, invite Takapau Whāriki to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
- c. advise Takapau Whāriki of the provider it has chosen;
- d. require any research provider to engage with Takapau Whāriki; and
- e. provide Takapau Whāriki with the results of that research, as appropriate.

Consultation

Where the Ngā Hapū o Te Iwi o Whanganui settlement redress area is directly affected by the development of policies and operational processes that are led by the Ministry, the Ministry will consult with Takapau Whāriki.

FISHERIES NEW ZEALAND : TINI A TANGAROA

Recognition of Ngā Hapū o Te Iwi o Whanganui as tangata whenua

The Ministry recognises Ngā Hapū o Te Iwi o Whanganui as tangata whenua within your settlement redress area. The Ministry acknowledges that Ngā Hapū o Te Iwi o Whanganui has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act 1996, within your settlement redress area.

The Ministry also acknowledges that Ngā Hapū o Te Iwi o Whanganui have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act 1996, within your settlement redress area.

Tangata whenua input and participation

The Fisheries Act 1996 provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act 1996 also provides that the responsible Minister, the Minister for Oceans and Fisheries, must have particular regard to kaitiakitanga when providing for the input and participation of tangata whenua.

**6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR
PRIMARY INDUSTRIES**

Appointment as an advisory committee to the Minister for Oceans and Fisheries

The Minister will appoint Takapau Whāriki as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995. Appointing Takapau Whāriki will require the Minister to consider written advice from the committee when making decisions relating to changes in the management regime for areas of special significance identified by tangata whenua. (The areas of special significance will need to be identified by Takapau Whāriki and agreed to by the Ministry for Primary Industries prior to the appointment of Takapau Whāriki as an advisory committee).

National Fisheries Plans

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

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

Ngā Hapū o Te Iwi o Whanganui involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry will ensure that Takapau Whāriki has an opportunity to contribute to the development of an Iwi Fisheries Plan and FFP. The Ministry, within the resources it has available, may assist Takapau Whāriki in developing these plans. This will ensure that Takapau Whāriki's fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that Takapau Whāriki has an opportunity to participate in, and contribute to, any future engagement process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, within the Ngā Hapū o Te Iwi o Whanganui settlement redress area.

Support for implementation of non-commercial customary fisheries regulations

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

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Ngā Hapū o Te Iwi o Whanganui and may be put in place, within your settlement redress area, by Takapau Whāriki.

The Ministry and Ngā Hapū o Te Iwi o Whanganui acknowledge that a traditional rāhui placed by Takapau Whāriki over your customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Takapau Whāriki undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngā Hapū o Te Iwi o Whanganui over your customary fisheries, and also the reasons for the rāhui.

**6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR
PRIMARY INDUSTRIES**

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes in the area to which the rāhui has been applied (to the extent that such groups exist) of the placing and the lifting of a rāhui by Ngā Hapū o Te Iwi o Whanganui over their customary fisheries.

I once again offer my congratulations to Ngā Hapū o Te Iwi o Whanganui on this landmark event. The Ministry looks forward to a strong and enduring relationship with Ngā Hapū o Te Iwi o Whanganui underpinned by Te Tomokanga ki Te Matapihi and Tupua Te Kawa.

Nāku noa, nā

Ray Smith
Director-General

7. LETTERS OF INTRODUCTION

7.1 LETTER OF INTRODUCTION – TRANSPOWER

7.1: LETTER OF INTRODUCTION – TRANSPOWER



Level 2, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

<Date>

James Kilty
Chief Executive
Transpower
PO Box 1021
Wellington

Tēnā koe

Ngā Hapū o Te Iwi o Whanganui Treaty Settlement Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Takapau Whāriki Trust, Ngā Hapū o Te Iwi o Whanganui to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Please find a summary of the Deed of Settlement attached as **Appendix One** for your information.

Ngā Hapū o Te Iwi o Whanganui is a large natural group that comprises 22 Iwi/Hapū and 17 marae.

Their settlement redress area (area of interest) centres on Whanganui city and the river mouth area, up the Whanganui River to Pīpīriki. The eastern boundary extends towards Taihape in the North and Ratana in the South. The north-western boundary extends to Whanganui National Park. A map of the Ngā Hapū o Te Iwi o Whanganui settlement redress area is attached for your information at **Appendix Two**.

As part of the settlement, the Crown agreed to write a letter of introduction encouraging Transpower, to discuss matters of common interest and to provide you with a copy of Te Tomokanga ki Te Matapihi, the Ngā Hapū o Te Iwi o Whanganui value framework. Accordingly, I am writing to introduce you to Takapau Whāriki Trust as the post-settlement governance entity for Ngā Hapū o Te Iwi o Whanganui. In doing so, I am hopeful you and Takapau Whāriki Trust can build a positive and enduring relationship.

Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui value framework

Te Tomokanga ki Te Matapihi is the Ngā Hapū o Te Iwi o Whanganui value framework and is attached at **Appendix Three**. The Deed of Settlement recognises that Te Tomokanga is the gateway for resetting Crown-Iwi relationships at the local level and that Ngā Hapū o Te Iwi o Whanganui has a relationship with the Crown based on their values. Te Tomokanga ki Te Matapihi provides a basis for resetting your engagement with Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust.

7.1: LETTER OF INTRODUCTION – TRANSPOWER

[Name of recipient] has also agreed to acknowledge Te Tomokanga ki Te Matapihi underpins your relationship with Ngā Hapū o Te Iwi o Whanganui.

Relationship with Ngā Hapū o Te Iwi o Whanganui

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between WLS and the local authorities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust.

Acknowledging that you may already be in contact, as a first step, I ask that you make contact with Ngā Hapū o Te Iwi o Whanganui through the Takapau Whāriki Trust to explore the best ways to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

The Pouwhakarae/Kaiwhakahaere (Chair) of Takapau Whāriki Trust is [insert name] who may be reached at [insert email address]. The postal address for Takapau Whāriki Trust is:

PO Box 4262
Whanganui 4541

If you have any additional queries, please contact James Mitchell, Negotiation and Settlement Manager, at james.mitchell@tearawhiti.govt.nz via cell on 027 561 1270.

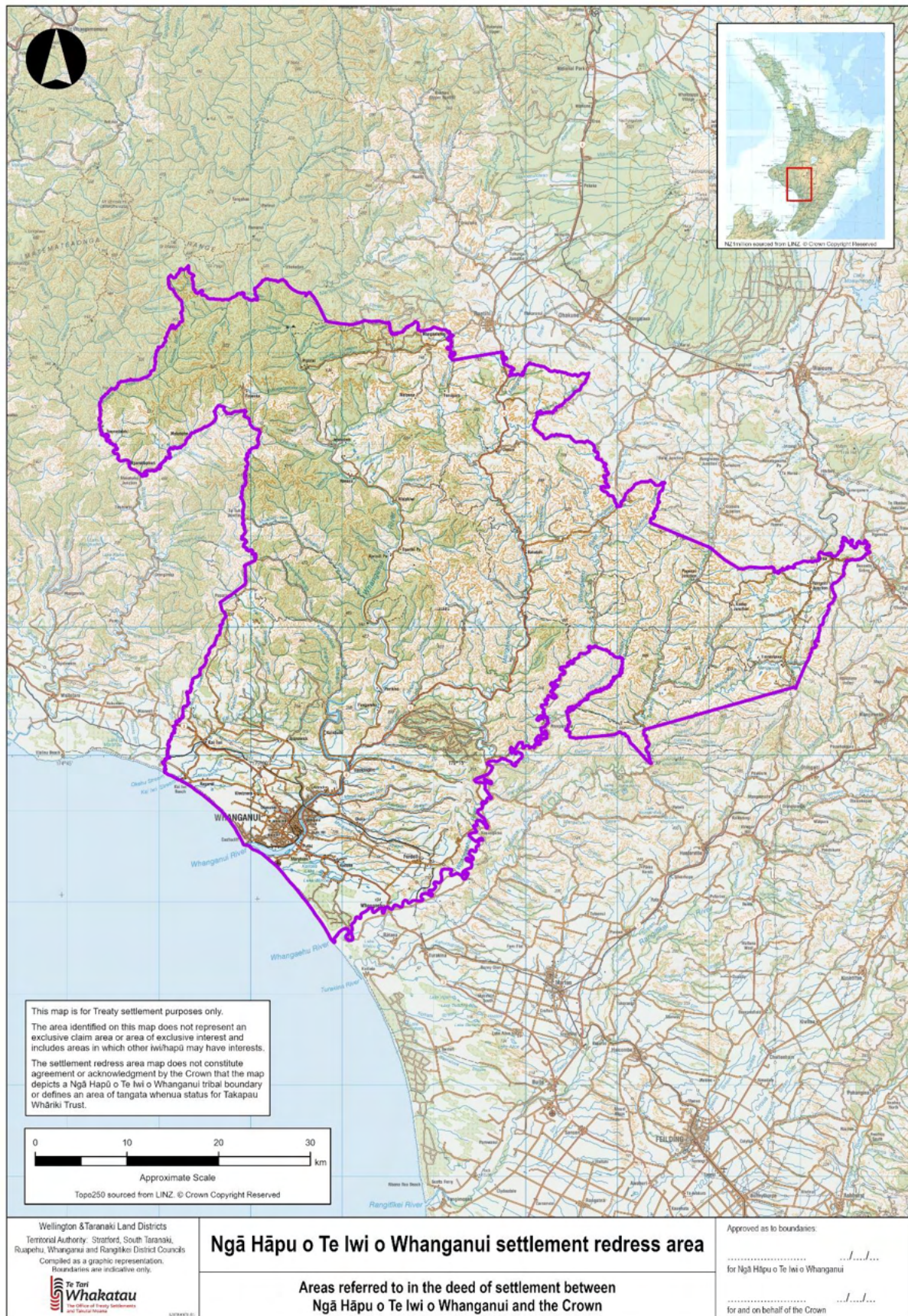
Nāku noa, nā

Justine Smith
Tumu Whakarae – Chief Executive (Acting)
Te Arawhiti – The Office for Māori Crown Relations

Appendix One: Ngā Hapū o Te Iwi o Whanganui summary Deed of Settlement

7.1: LETTER OF INTRODUCTION – TRANSPOWER

Appendix Two: Ngā Hapū o Te Iwi o Whanganui settlement redress area



7.1: LETTER OF INTRODUCTION – TRANSPOWER

Appendix Three: Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui value framework

*Ko te rangawhenua te mātāpuna o te ora
 Mai te whare toka ki te tokatū
 He matapihi ki uta, ki tai, ki te ao
 He ao āpōpō, he ao tea*

Our nationhood sustains us,
 our tribal domain dictates our worldview,
 our culture and economy sustain and elevate
 our mana motuhake and tino rangatiratanga,
 our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain.

Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui iwi marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

- **Te Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as mana whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.
- **Te Rino** is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments, agencies and entities are considered manuhiri. We welcome the Crown and its agents as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kaho**). Our values and tikanga underpin the future relationship between Ngā Hapū o Te Iwi o Whanganui and the Crown and its agents. Te Tomokanga ki Te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua Te Kawa.

Tupua Te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

7.1: LETTER OF INTRODUCTION – TRANSPOWER

Ngā Mātāpono

The gateway is supported by pou. Embedded in this are our values and tikanga that govern all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values govern our relationship with Transpower.

Toituu te Kupu: Integrity

A relationship of integrity is founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toituu te Mana: inherited authority

A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship between humanity and the natural world and people with one another through appropriate tikanga. We see Transpower as playing a large role in upholding the mana of our people.

Toituu te Whenua: physical and metaphysical sustenance

Tupua Te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain:

Tupua Te Kawa

Tupua Te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui:

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua Te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua.

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

7.2 LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION



Level 2, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

<Date>

Honiana Love
Chief Executive – Tumu Whakarae
Ngā Taonga Sound & Vision
70 Molesworth St
Thorndon
Wellington 6011

Tēnā koe

Ngā Hapū o Te Iwi o Whanganui Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Takapau Whāriki Trust and Ngā Hapū o Te Iwi o Whanganui to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Please find a summary of the Deed of Settlement attached as **Appendix One** for your information. Ngā Hapū o Te Iwi o Whanganui (formerly known as Whanganui Land Settlement) comprises 22 Iwi/Hapū and 17 marae. Their settlement redress area (area of interest) centres on Whanganui city and the river mouth area, up the Whanganui River to Pīpīriki. The eastern boundary extends towards Taihape in the North and Ratana in the South. The north-western boundary extends to Whanganui National Park. A map of the Ngā Hapū o Te Iwi o Whanganui settlement redress area is attached for your information at **Appendix Two**.

As part of the settlement, the Crown agreed to write a letter of introduction encouraging Ngā Taonga Sound & Vision, to discuss matters of common interest and to provide you with a copy of Te Tomokanga ki te Matapihi, the Ngā Hapū o Te Iwi o Whanganui tikanga and values framework. Accordingly, I am writing to introduce you to Takapau Whāriki Trust as the post-settlement governance entity of Ngā Hapū o Te Iwi o Whanganui. In doing so, I am hopeful you and the trust can build on your existing positive relationship.

Te Tomokanga ki Te Matapihi – Whanganui Land Settlement value framework

Te Tomokanga ki Te Matapihi framework is attached at **Appendix Three**. The Deed of Settlement recognises that Te Tomokanga is the gateway for resetting Crown-Iwi relationships at the local level and that Ngā Hapū o Te Iwi o Whanganui has a relationship with the Crown based on their values. Te Tomokanga ki Te Matapihi provides a basis for resetting your engagement with Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust.

Ngā Taonga Sound & Vision has also agreed to acknowledge Te Tomokanga ki Te Matapihi underpins your relationship with Ngā Hapū o Te Iwi o Whanganui.

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

Relationship with Ngā Hapū o Te Iwi o Whanganui

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between Ngā Hapū o Te Iwi o Whanganui and Crown entities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust.

I note Ngā Taonga's commitment to building greater collaboration and trust with Iwi/Māori. Ngā Taonga's Kaitiaki framework seeks to make space for Kaitiaki to maintain an enduring relationship with their taonga Māori and speak on their behalf to ensure appropriate access. The framework aligns well with Te Tomokanga ki Te Matapihi.

Acknowledging that you may already be in contact, as a first step, I ask that you make contact with Ngā Hapū o Te Iwi o Whanganui through the Takapau Whāriki Trust to explore the best ways to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

The Pouwhakarae/Kaiwhakahaere of Takapau Whāriki Trust is [insert name] who may be reached at [insert email address]. The postal address for Takapau Whāriki Trust is:

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Nāku noa, nā

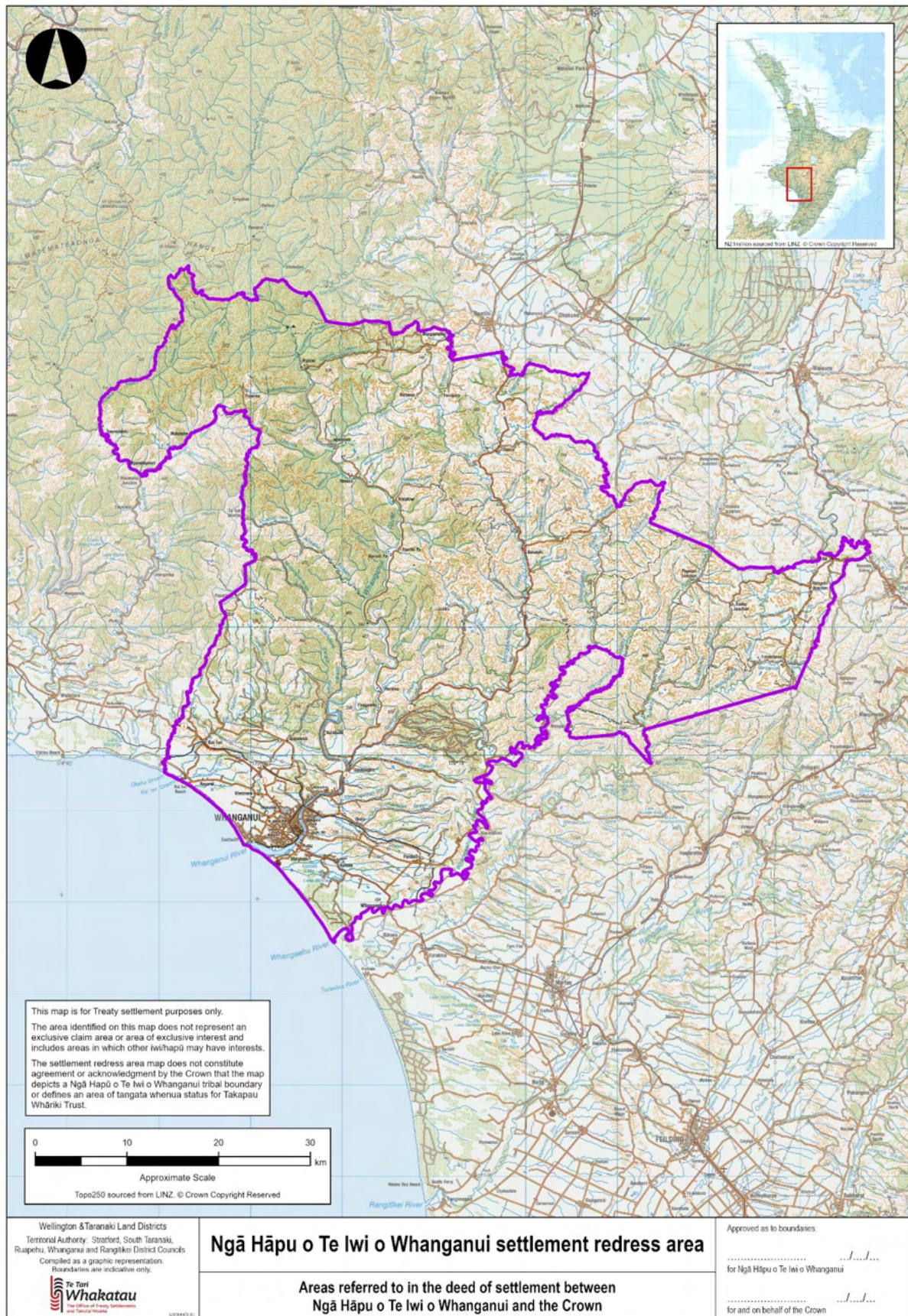
Justine Smith
Tumu Whakarae – Chief Executive (Acting)
Te Arawhiti – The Office for Māori Crown Relations

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

Appendix One: Ngā Hapū o Te Iwi o Whanganui summary Deed of Settlement

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

Appendix Two: Ngā Hapū o Te Iwi o Whanganui settlement redress area



7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

Appendix Three: Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui values framework

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 our culture and economy sustain and elevate
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In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui Iwi domain.

Physically, Te Tomokanga ki te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui Iwi domain.

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The gateway has two arms – **Te Uku** and **Te Rino**.

- **Te Uku** represents Ngā Hapū o Te Iwi o Whanganui Iwi and highlights our inherent right to exist, survive and thrive as mana whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.
- **Te Rino** is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments, agencies and entities are considered manuhiri. We welcome Ngā Taonga Sound & Vision as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kaho**). Our values and tikanga underpin our future relationship. Te Tomokanga ki te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua Te Kawa. Tupua Te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

Ngā Mātāpono

The gateway is supported by pou. Embedded in this are our values and tikanga that govern all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values govern our relationship with Ngā Taonga Sound & Vision.

Toituu te Kupu: Integrity

A relationship of integrity is founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toituu te Mana: inherited authority

A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship between humanity and the natural world and people with one another through appropriate tikanga. We see Ngā Taonga Sound & Vision as playing a large role in upholding the mana of our people.

Toituu te Whenua: physical and metaphysical sustenance

A relationship of physical and metaphysical sustenance is founded on the connection, through appropriate tikanga, of humanity with the natural world, and the duty of care by humanity towards the natural world.

Tupua Te Kawa

Tupua Te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain:

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua Te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua.

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

7.3 LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI



Level 2, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

<Date>

Brett Gliddon
Chief Executive (Acting)
New Zealand Transport Agency - Waka Kotahi
PO Box 5084
Wellington 6140
New Zealand

Tēnā koe

Ngā Hapū o Te Iwi o Whanganui Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Takapau Whāriki Trust and Ngā Hapū o Te Iwi o Whanganui to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Please find a summary of the Deed of Settlement attached as **Appendix One** for your information.

Ngā Hapū o Te Iwi o Whanganui is a large natural group that comprises 22 iwi/hapū and 17 marae. The Ngā Hapū o Te Iwi o Whanganui settlement redress area stretches from Pīpīriki in the middle reaches of the Whanganui River to the river mouth, from the Whenuakura River in the north-west to below the Turakina River in the south-east, and centres on Whanganui city. A map of the Ngā Hapū o Te Iwi o Whanganui settlement redress area is attached for your information at **Appendix Two**.

As part of the settlement, the Crown agreed to write a letter of introduction encouraging New Zealand Transport Agency - Waka Kotahi to discuss matters of common interest and to provide you with a copy of Te Tomokanga ki Te Matapihi. Accordingly, I am writing to introduce you to Takapau Whāriki Trust as the post-settlement governance entity. In doing so, I am hopeful you and the Trust can build a positive and enduring relationship.

Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui tikanga and value framework

Te Tomokanga ki Te Matapihi is the Ngā Hapū o Te Iwi o Whanganui tikanga and value framework and is attached at **Appendix Three**. The Deed of Settlement recognises that Te Tomokanga is the gateway for resetting Crown-Iwi relationships at the local level and that Ngā Hapū o Te Iwi o Whanganui has a relationship with the Crown based on their values. Te Tomokanga ki Te Matapihi provides a basis for resetting your engagement with Ngā Hapū o Te Iwi o Whanganui and the Takapau Whāriki Trust.

New Zealand Transport Agency - Waka Kotahi has also agreed to acknowledge Te Tomokanga ki Te Matapihi underpins your relationship with Ngā Hapū o Te Iwi o Whanganui.

7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

Relationship with New Zealand Transport Agency - Waka Kotahi

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between Ngā Hapū o Te Iwi o Whanganui and Crown authorities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust. This is one of the guiding principles around which the settlement has been designed.

Acknowledging that you may already be in contact, as a first step, I ask that you make contact with Ngā Hapū o Te Iwi o Whanganui through Takapau Whāriki Trust to explore the best ways to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

The Te Mataraeroa (Chair) of the Takapau Whāriki Trust is [insert name] who may be reached at [insert email address]. The postal address for the Takapau Whāriki Trust is:

[PO Box 4262]

Whanganui 4541

If you have any additional queries, please contact James Mitchell, Negotiation and Settlement Manager, at james.mitchell@tearawhiti.govt.nz or via cell on 027 561 1270.

Nāku noa, nā

Justine Smith

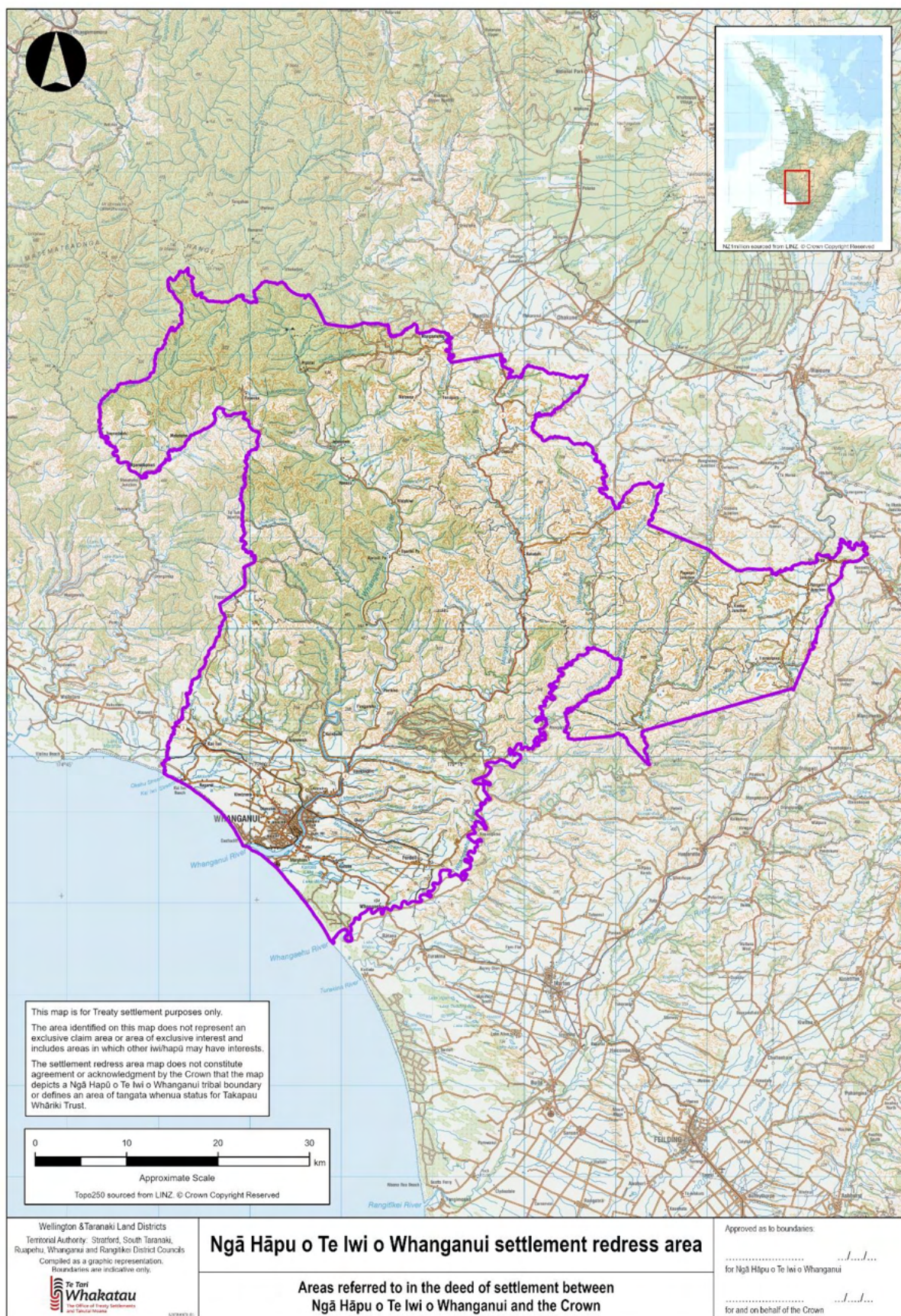
Tumu Whakarae – Chief Executive (Acting)

Te Tari Whakatau – The Office of Treaty Settlements and Takutai Moana

7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

**Appendix One: Whanganui Land Settlement Ngā Hapū o Te Iwi o Whanganui summary
Deed of Settlement**

Appendix Two: Ngā Hapū o Te Iwi o Whanganui settlement redress area



7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

Appendix Three: Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui values framework

Ko te rangawhenua te mātāpuna o te ora

Mai te whare toka ki te tokatū

He matapihi ki uta, he matapihi ki tai, he matapihi ki te ao

He ao āpōpō, he ao tea

Our nationhood sustains us,

our tribal domain dictates our worldview,

our culture and economy sustain and elevate

our mana motuhake and tino rangatiratanga,

our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Whanganui Iwi domain.

Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (Ngā Mātāpono) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

- **Te Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as mana whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.
- **Te Rino** is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown agencies and entities are considered manuhiri. We welcome the Crown and its agents as manuhiri to enter through the gateway into the Whanganui Iwi domain (**Te Whare Kāho**). Our values and tikanga underpin the future relationship between Whanganui Iwi and the Crown and its agents. Te Tomokanga ki Te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua te Kawa.

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

Ngā Mātāpono

The gateway is supported by pou. Embedded in this are our values and tikanga that govern all relationships in the Ngā Hapū o Te Iwi o Whanganui. It is important for us that these values govern our relationship with New Zealand Transport Agency - Waka Kotahi.

Toitū Te Kupu: Innate Integrity

A relationship of integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

Tupua te Kawa

Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui settlement redress area:

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua.

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

8. TE MATA O TE RUA

TE MATA O TE RUA***HE RUA AU, HE RAURU AU, HE AWA AI AUE!*****Ngā Tupuna – Ngā Hapū**Ngaa Rauru Kii-TahiTe Awa nui ā Rua: Hinengākau, Tamaūpoko, Tūpoho**Ngā Muka Tangata***Kaupapa Matua a Te Mata o Te Rua*

1. Whanaungatanga
2. Tatau Pounamu
3. Te Aronga ki āpōpō
4. Ngā Tautohetohe
5. Ngā Ritenga

1. Whanaungatanga

- Ko te herenga tuatahi, ko te kawenga tuatahi hoki a Te Mata o Te Rua ki āna whanaunga, ahakoa nō hea, ahakoa ko wai.
- Kei roto i ngā whanaungatanga o ngā hapū o Ngaa Rauru me Te Atihaunui-ā-Paparangi, he muka e kore e taea te poroa, nā te mea he whānau tūtahi, nā tēnei hononga ka riro ngā kawenga a ngā mahi ki te katoa hei mahi tahi.
- Ko ngā mea uaua, ko ngā mea raruraru kei waenganui i ngā Iwi me ngā Hapū, ka whakatikatika mā te kōrero, mā te taukumekume me te mahi tahi ā ngā whanaunga katoa.
- Ko ētehi āhuatanga o te whanaungatanga ko te tautoko me te awhi ki te wā e kitea ana ngā mea uaua, ngā mea raruraru ki āna whanaunga.
- Me ohi “Mā pango, mā whero ka oti ngā mahi”. He āhuatanga tēnei e taea ana te whakahuihui tātou ahakoa te aha.

2. Tatau Pounamu

- Hei hononga anō tēnei i runga i te Ara Whanaunga o tētehi o mātou, ki tētehi o koutou.
- Ko te Tatau Pounamu he Kawa e whakatau ana, e whakarite ana hoki he pāhuki hei wāhi whawhaikore mai i tētehi Iwi ki tētehi Iwi, mai i tētehi Hapū ki tētehi Hapū.
- Mā Te Mata o Te Rua te Tatau Pounamu e whakarite, e whakamana.

8: TE MATA O TE RUA

- Mā te Tatau Pounamu e taea ngā lwi, ngā Hapū te noho mārire ki tōna Rohe, e kaha ana hoki ki te noho matakore.

3. Te Aronga ki āpōpō

- Kaiārahitanga
- Te Poipoi
- Whāngai i te mānga
- Te Whakawhanake

4. Ngā Tautohetohe

Hohou Rongo:

- Ka taea mā te hohou i te rongo e whakatū ngā whakatikatikanga, e whakaaio te hunga kārangi.
- Ko te tūmanako o te houhou i te rongo, hei mea haumāro mā te hunga kaitohetohe.
- Ki te tuituia ō reira kōrero, kia ngātahi whakaaro ai mō te kaupapa.

Hūmārie:

- Ko te āhuatanga o te hūmārie; ko te Tū Rangatira, ko te Mana, ko te Ngākau Māhaki
- Ki te mau te tangata ki te hūmārie, e ai te kōrero, “E kaha ana ia ki te tū he kaiwhakawā ki ngā take taukaikai a ngā lwi, a ngā Hapū rānei”.

Manawanui:

- Ko te kaha o te tangata ki te whakaoti ki te whakatūtuki i āna mahi.
- E kaha ana te tangata ki te whakapuāwai i ngā whakahauhautanga.
- E ai te kōrero a te Pākeha, ‘persistence and patience’, arā, i te ao Māori ko te “Upoko pakaru” tērā.
- Kia āta tātari, kia āta titiro ki ngā hua o te take, kaua ki take kē.
- E kī ana te kōrero, “Mā iti, mā rahi, ka rapa te whai”.

5. Ngā Ritenga

- He tangata, he rōpū rānei e kaha ana ki te arataki i tōna whānau, i tōna hapū, i tōna iwi ki te huarahi tika ahakoa te aha...
- Kua tū māro tonu ia ki ngā pikinga, ki ngā hekenga o te ao e patupatu ana i a ia.
- Ahakoa ngā toimahatanga o te ao hoki, ka taea e ia te whakatūtuki, me te whakatinana i ngā whāinga i whakarite ai mo tōna whānau, mō tōna hapū, mō tōna iwi.
- Kua rawe tōna maia, tōna matakite, tōna hiringa.

8: TE MATA O TE RUA

- Kua pakari rawa hoki ōna pumanawa. Ko ia anō te whakakikokikotanga o te whakatauki nei: “He toka tū moana, he toka tū whenua”.

Ngā Tupuna – Ngā Hapū

Ngaa Rauru Kii-Tahi

Te Awa Nui Ā Rua: Hinengākau, Tamaūpoko, Tūpoho

Ngā Muka Tangata

Guiding principles of Te Mata o Te Rua

1. Relationships
2. Resolutions
3. Future Directions
4. Disputes
5. Practices/Procedures

Relationships

- The first kinship connection is also the first function of Te Mata o Te Rua towards his/her relations, regardless of where they belong to or who they are.
- There is a kinship flax fibre interwoven into the relationships between the hapū of Ngaa Rauru and Te Atihaunui-ā-Paparangi that cannot be severed, because they are a family unit that stands as one; it is because of this connection that all activities should be performed together.
- Any dissension or difficulties between the tribes and sub-tribes are to be resolved with dialogue, debate and working together of all the relations.
- Key elements of the relationship are the support and assistance afforded to the extended families until resolution is found to difficulties and troubles.
- Let's synergize "The work will be completed by the combined effort of the black and red". This is a principle that will unite us all.

Resolutions

- This is yet another connection in the long-standing relationship of one of us to one of you.
- The principle for conflict resolution establishes a boundary of non-conflict from one iwi to another and from one hapū to another.
- Te Mata o Te Rua will establish and enact the resolutions process.
- The resolutions process enables each iwi and each hapū to reside peacefully in their area, and without fear.

Future Directions

- Leadership
- Nurture
- An implicit responsibility to pass on the knowledge and experiences
- Growth & Development

Disputes

Make Peace:

- The coming together on peaceful terms shall allow for redress, and the settling of any concerns that either one may have.
- The expectations of coming together on peaceful terms shall be the function that guides representatives purposefully.
- As each discussion is addressed, there is a unified agreement on all matters of interest.

Humility:

- The qualities of humility are: the demonstration of leadership, authority, and compassion.
- Should a person exhibit these qualities, then it is said, "He/she is able to arbitrate all debatable issues at a tribal or sub-tribal level".

Patience, Stout-hearted:

- The ability of a person to achieve, to accomplish his/her tasks.
- The person is able to bring to fruition that which has been proclaimed.
- According to the Pākehā, "Persistence and patience", in other words, in the Māori worldview that is "Upoko Pakaru".
- To analyse thoroughly, to scrutinise the benefits of an issue, and not irrelevant matters.
- It is said, "By the small and the large, success is achieved".

Practices/Procedures

- A person or group able to lead their extended family, sub-tribe or tribe on the right path no matter what.
- He/She has withstood all the trials and tribulations encountered in the world.
- Despite the pressures of the world, he/she is able to achieve and bring to fruition the goals of his/her extended family, sub-tribe and tribe.
- His/Her strength, vision and excellence are exceptional.

8: TE MATA O TE RUA

- His/Her qualities are of the highest calibre. He/She is the personification of this proverb:
“A rock of Gibraltar in the sea, a rock of strength on Land”

9. TE MATATIKI

TE MATATIKI

1. Ko Te Matatiki te ingoa o tēnei tuinga, he kupu e whakaohoho ana i te puna wai, te putanga tuatahi o te wai i te kōpū o te whenua. He puna, he oranga mō te katoa, e whakamahara ana ki ngā tīmatanga i ahu mai ai tātou. Pēnei i te wai e rere ana i te whenua, e whāngai ana i ngā mea katoa i tōna ara, ko tēnei kaupapa hoki e whāngai ana i tō tātou haerenga ngātahi.
2. He kōrero tēnei mō te pūtaketanga o te hononga ngā ia huna e here ana i a tātou i roto i te wā, i te wāhi, i te whakapapa. Ehara a Te Matatiki i te tīmatanga noa iho; he whakamaharatanga ora mō tō tātou kotahitanga, mō ngā kawenga ka kawea ngātahi, me ngā mātāpono e ārahi ana i a tātou. Ko te ngākau o te wai e pupū ana i raro i te mata, ko te kaha hūmārie e whāngai ana i ā tātou mahi, i ā tātou hononga.
3. I roto i tēnei puna, ka kitea te māramatanga. I tōna rerenga, ka kitea te aronga. Ka karanga mai a Te Matatiki kia hoki atu ki te pūtake, kia whakarongo hōhonu, kia mahi i runga i te whakaaro nui, ā, kia whakanuia ngā wai e kawea ana i a tātou ki tua.

Kupu Whakamārama

4. Ko te Tai Whakapapa nei he taura here i ngā hononga whakapapa, i ngā kawa tuku iho, e whakamanahia ana te whenua, te moana, te awa, me te taiao. Nā te ngākau aroha i whiria ai ēnei hononga, arā, ko Tai Aroha te aho matua e here ai ngā kawa e rima: Tai Rangi, Tai Whenua, Tai Moana, Tai Awa, me Taiao.
5. Ko te Tai Whanaungatanga te ngākau, te manawa ora, te wairua o te kotahitanga. Mā te aroha ka whakakotahi ngā hapū o Whangaehu me Whanganui, mā te aroha ka whakaae ki te mana o tēnā, o tēnā i ōna ake rohe, mā te aroha ka tiakina te taiao, ka whakamanahia te whakapapa, ka whakatinanahia ngā tikanga hei painga mō te katoa.

Te Hononga Whakapapa me te Tauākī Tikanga: Tai Rangi, Tai Whenua, Tai Moana, Tai Awa, Taiao***Tai Rangi – Te Kawa o te Whakapapa i te Rangi***

6. Ko te hononga i waenga i a Ngā Wairiki me Ngāti Apa rāua ko Whanganui, he mea tūhono i runga i ngā tikanga tuku iho, arā, ko te whakapapa i heke mai i te ao o Rangi ki a tātou te tāngata. He tūhono i rarangahia mā ngā rangatira, mā ngā ariki i mau i ngā aho o te whakapapa o Ngā Wairiki me Ngāti Apa, o Whanganui hoki, he pou herenga i waenga i ngā iwi e rua. Nā tēnei taonga tuku iho i whakatinana te hiahia kia tū he kawa motuhake hei whakanui i te hononga o ngā hapū o ngā Awa o Whangaehu me Whanganui, i runga i te rangimārie, te kotahitanga, me te whakaute mutunga kore.

Tai Whenua – Te Kawa o te Whenua

7. E tū tautoko ana a Te Matatiki i te kawenata o Tā kai Here i hainatia i te 9 o Pipiri 2022, hei tohu o te māramatanga ngātahi i waenga i ngā hapū o Pūtiki, Whangaehu, me Kauangaroa. He whakapuaki tēnei i te hononga hapū ki te whenua, hei tūāpapa mō tēnei whanaungatanga. E whakakaha ana a Te Matatiki i te rangatiratanga o ngā hapū i ō rātou ake wāhi, ā, e tautoko ana i ngā kaupapa e pā ana ki te whenua me tōna toitūtanga. Ko te aronga nui, kia noho ngātahi ngā hapū katoa i raro i te korowai i tōna ake mana Motuhake, me te whakatutuki i ngā wawata mō te oranga tonutanga o te taiao me te iwi.

Tai Moana – Te Kawa o te Takutai Moana

8. Ka whakamanahia te manakohi, arā, ko te mātauranga hōhonu, ko te mōhiotanga tuku iho e pā ana ki a Tangaroa Tai Moana, Tangaroa Tai Whenua, e puritia ana e Ngā Wairiki me Ngāti Apa rāua ko Whanganui mō te takutai moana. He taonga tēnei mātauranga, he aho whakapapa e hono ana i te tāngata ki te taiao, ki te wairua o te moana. Ka whakaae ngā hapū ki te mahi tahi i ngā take e pā ana ki te takutai, me te mōhio anō, mā te hapū o te takiwā e whai i te taurite ki ngā āhuatanga katoa, mā te whakatinana i tō rātou rangatiratanga hei Tāngata Tiaki mō te takiwā.

Tai Awa – Te Kawa o te Awa me te Whakapapa

9. Ko ngā awa he matatiki o te ora, he puna wairua, he puna mātauranga, he puna whakapapa hoki. E Whakaae ana a Ngā Wairiki me Ngāti Apa rāua ko Whanganui, i te whakatata atu ki te awa o Whangaehu, mā ngā hapū o Ngā Wairiki me Ngāti Apa o te rohe e whakahaere tō rātou mana hei tāngata tiaki o te wāhi. Waihoki, i te whakatata atu ki te awa o Whanganui, mā ngā hapū o Whanganui o te rohe e whakahaere tō rātou mana hei tāngata tiaki o te wāhi. E whakaata ana tēnei kawa i ngā mātāpono o Te Awa Tupua o Whanganui me Te Waiū-o-Te-Ika, e mōhio ai ngā awa he tupuna ora.

Taiao – Te Kawa o te Ao Tūroa

10. Nā te whakapapa i here ai te kotahitanga o Ngā Wairiki me Ngāti Apa rāua Whanganui. Ko te whakapapa te aho matua e hono ai te ngākau, te wairua, me te whakaaro kotahi. I raro i tēnei here, ka puta te kaha, te manawanui, me te manawaroa ki te mahi tahi i ngā kaupapa whānui puta noa i ō tātou rohe, takiwā, me ngā whaitua, hei tiaki i ngā rawa taiao me te taiao whānui.
11. Ka whakaae ngā hapū katoa ki te mahi tahi ki te tiaki i te taiao, ahakoa kei hea. Ka ārahina ngā mahi e te hapū kei te takiwā, ā, ka tautokohia e ērā atu. Mā te Tai Whanaungatanga, ka whai te hapū o te takiwā i te taurite ki ngā āhuatanga katoa, mā te whakatinana i tō rātou rangatiratanga hei Tāngata Tiaki mō te taiao, mō te whenua hoki.

TE MATATIKI

(English Text)

1. Te Matatiki is the name given to this document, a title that evokes the image of a spring, the first emergence of water from the depths of the earth. It is a source, pure and life-giving, that reminds us of the origins from which we all flow. Just as water finds its way through whenua, nourishing everything in its path, so too does this kaupapa seek to nurture our collective journey.
2. It speaks to the essence of connection, the unseen currents that bind us together across time, place, and whakapapa. Te Matatiki is not just a beginning; it is a living reminder of our interdependence, our shared responsibilities, and the values that guide us. It is the heartbeat beneath the surface, the quiet strength that sustains our mahi and our relationships.
3. In this spring, we find clarity. In its flow, we find direction. Te Matatiki invites us to return to the source to listen deeply, to act with intention, and to honour the waters that carry us forward together.

Kupu Whakamārama

4. This Tai Whakapapa is a binding cord of shared whakapapa connections, ancestral protocols, that affirms our relationships to the land, the sea, the rivers, and the environment. These relationships are woven together by the spirit of connection Tai Aroha, which is the central thread binding the five principles of: Tai Rangī, Tai Whenua, Tai Moana, Tai Awa, and Taiao.
5. Tai Whanaungatanga is the heart, the life force, and the spirit of unity. Through aroha, the hapū of Whangaehu and Whanganui are united; through aroha, each hapū's authority within its own domain is respected; through aroha, the environment is protected, whakapapa is honoured and is enacted for the benefit of all.

Te Hononga Whakapapa me te Tauākī Tikanga: Tai Rangi, Tai Whenua, Tai Moana, Tai Awa, Taiao***Tai Rangi – Te Kawa o te Whakapapa i te Rangi***

6. The relationship between Ngā Wairiki me Ngāti Apa and Whanganui is grounded in ancestral custom, namely whakapapa from the realm of Rangi to us, the tāngata. This connection is woven through esteemed rangatira and ariki who carried the whakapapa of Ngā Wairiki me Ngāti Apa, and Whanganui, and who served as binding figures between the iwi. Their legacy affirms the need for a distinct kawa that honours the relationship between the hapū of the rivers of Whangaehu and Whanganui, founded on peace, unity, and mutual respect.

Tai Whenua – Te Kawa o te Whenua

7. Te Matatiki acknowledges the Tākai Here agreement signed on 9 June 2022 as a meaningful expression of shared understanding between the hapū of Pūtiki, Whangaehu, and Kauangaroa. This agreement affirms that hapū-based relationships with the land remain the foundation of this partnership. Te Matatiki upholds the authority of hapū at place and supports initiatives that relate to the land and its sustainability. The arrangements within Te Matatiki are guided by this commitment to honour hapū at place and the enduring connection between hapū at place and whenua.

Tai Moana – Te Kawa o te Takutai Moana

8. The ‘manakohi’ interests, this being the deep, localised knowledge and understanding of Tangaroa Tai Moana, Tangaroa Tai Whenua to Ngā Wairiki me Ngāti Apa and Whanganui in the coastal marine area, are recognised. This treasured knowledge is a genealogical thread that connects people with the natural world and the spirit of the ocean. Ngā Wairiki me Ngāti Apa and Whanganui agree to establish a shared protocol for the coastal area that connects Whangaehu and Whanganui. Hapū at place agree to collaborate on coastal matters, with the understanding that the hapū at place will seek balance across all domains, exercising their rangatiratanga as Tāngata Tiaki.

Tai Awa – Te Kawa o te Awa me te Whakapapa

9. Rivers are the physical, metaphysical and spiritual source of life, knowledge, and genealogy. Ngā Wairiki me Ngāti Apa and Whanganui agree that when approaching the Whangaehu River, the local hapū of Ngā Wairiki me Ngāti Apa will exercise their authority as tāngata tiaki of place. Likewise, when approaching the Whanganui River, the local Whanganui hapū will exercise their authority as tāngata tiaki of place. This protocol reflects the principles of the Te Awa Tupua o Whanganui and Te Waiū-o-Te-Ika, which recognises the rivers as living, ancestral beings.

Taiao – Te Kawa o te Ao Tūroa

10. It is through shared whakapapa that the unity between Ngā Wairiki me Ngāti Apa and Whanganui is bound. Whakapapa is the central thread that connects our hearts, spirits, and collective intentions. From this unity comes strength, resolve, and resilience to work together on common goals across our combined rohe, takiwā, and whaitua to protect our natural resources and the wider environment.
11. All hapū at place agree and are united to uphold the health and wellbeing of the environment, wherever they may be. Through Tai Whanaungatanga, the hapū of place

9: TE MATATIKI

will seek balance across all domains, exercising their rangatiratanga as Tāngata Tiaki of the environment and whenua.

10. ENCUMBRANCES

10.1 MŌWHĀNAU SITE B RESTRICTIVE COVENANT

10.1: MŌWHĀNAU SITE B RESTRICTIVE COVENANT

Attestation

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

Signed on behalf of His Majesty the King acting by and through the Minister of Conservation by [] [title] [district] pursuant to a written delegation from the Minister of Conservation dated []. _____ Signature of Covenantee	Signed in my presence by the Covenantee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

10.1: MŌWHĀNAU SITE B RESTRICTIVE COVENANT

Annexure Schedule

Page 1 of 1 Pages

Insert instrument type

Restrictive Land Covenant

1. Definitions

1.1 In this covenant instrument:

- a) **"Covenant Area"** means the area [shown as ['A'] on SO [] (shown on deed plan OMCR-008-019 (subject to survey))];
- b) **"Conservation and Reserve Values"** means the values outlined in clause 2; and
- c) **"Nukumarū Recreation Reserve"** means the reserve of that name that adjoins the Burdened Land.

2. Nukumarū Recreation Reserve Conservation and Reserve Values

- 2.1 The Nukumarū Recreation Reserve is bounded by the Covenant Area to the south and the Kai Iwi Stream to the north. It is an open grassed area with limited bush cover along parts of the riparian margin of the Kai Iwi Stream. It has a steep slope down from the Covenant Area to flat land adjoining the stream.
- 2.2 The primary Conservation and Reserve Values for the Nukumarū Recreation Reserve are as an open space available for recreational activity (i.e. walking) by the public.

3. Restrictive Covenant

- 3.1 The Covenantor will not carry out or permit to be carried out on the Covenant Area (or any part of it), any development for any purpose, except for a development comprising building(s) (and related improvements):
 - a) that are intended for residential housing purposes; and
 - b) that, in the Covenantee's reasonable opinion, have a minimal adverse effect on the Conservation and Reserve Values on the Nukumarū Recreation Reserve; and
 - c) that comply with the relevant territorial authority's then operative District Plan; and
 - d) for which all required consents have been obtained and complied with.

4. Construction of Covenant in Gross

- 4.1 The Covenantor covenants with the Covenantee as set out above so that such covenants shall in perpetuity:
 - a) burden and run with the land comprised in the Burdened Land, to the intent that they shall bind the registered owner for the time being of all and any part of the Burdened Land; and
 - b) be for the benefit of the Covenantee in gross, to the intent that they shall be enforceable by the Covenantee (or any successors or assigns of the Covenantee).

10.2 MŌWHĀNAU SITE C EASEMENT

DOCUMENTS

10.2: MŌWHĀNAU SITE C EASEMENT

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

FORM 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

[THE TRUSTEES OF TAKAPAU WHĀRIKI TRUST]

Grantee

WHANGANUI DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

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

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	[As shown marked with a red pecked line on deed plan TTW-008-027. The easement will be 3m wide. Subject to survey.]	[Section [] SO [] Subject to survey] (formerly Part Section 1 SO 18911, Sections 11, 12 and 14 and Part Sections 8 and 13 Mowhanau Village.)	[Parts Section 1 SO 18911, Section 7 and Parts Section 6 and Part Section 13 Mowhanau Village]
Right to convey sewage	[As shown marked with a green pecked line on deed plan TTW-008-027. The easement will be 3m wide. Subject to survey.]	[Section [] SO [] Subject to survey] (formerly Part Section 1 SO 18911, Sections 11 and 12 and Part Sections 8 and 13 Mowhanau Village.)	
Right to convey water	[As shown marked with a blue pecked line on deed plan TTW-008-027. The easement will be 3m wide. Subject to survey.]	[Section [] SO [] Subject to survey] (formerly Part Section 1 SO 18911 and Part Section 13 Mowhanau Village)	

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

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007. The implied rights and powers are **added to** by the provisions set out in the Annexure Schedule

10.2: MŌWHĀNAU SITE C EASEMENT

Annexure Schedule

Page 1 of 2 Pages

*Insert instrument type***Easement Instrument****1. GRANT OF EASEMENT**

- 1.1 Pursuant to clause [9.4.2] of the deed of settlement of historical claims between the Crown, Ngā Hapū o Te Iwi o Whanganui, and Takapu Whāriki Trust, the Grantor grants to the Grantee:
- a) a right of way at all times to go over and along the easement facility for the purposes of accessing the Grantee's sewage infrastructure located on the Burdened Land; and
 - b) a right to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the easement area, and to and from the Benefited Land; and
 - c) a right to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity through the easement facility and over the easement area, and to and from the Benefited Land.
- 1.2 The implied rights and powers prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 apply to this easement. Where the implied rights and powers conflict with the terms of this easement, the terms of this easement will prevail.

2. COMPLIANCE WITH LEGISLATION

- 2.1 The Grantee will:
- a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);
 - b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
 - c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the burdened land; and
 - d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the burdened land.

3. INDEMNITY

- 3.1 The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

Insert instrument type

Easement Instrument

4. ADDRESSES FOR SERVICE

4.1 The Grantor's address(es) for service of notices is:

[enter details]

4.2 The Grantee's address(es) for service of notices is:

[enter details]

10.3 FORMER ARAMOHO SCHOOL PROPERTY EASEMENT

DOCUMENTS

10.3: FORMER ARAMOHO SCHOOL PROPERTY EASEMENT

FORM 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

[insert names of the trustees of the TAKAPAU WHĀRIKI TRUST]

Grantee

HIS MAJESTY THE KING

Grant of Easement or *Profit à prendre*

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

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	C, D and E on SO 566143	Section 2 SO 566143 ([insert record of title reference])	Section 1 SO 566143 ([insert record of title reference])
Right to convey electricity	E on SO 566143		
Right to drain sewage	D and F on SO 566143		

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

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007. The implied rights and powers are **varied** and **added to** by the provisions set out in the Annexure Schedule

Insert instrument type

Easement Instrument

1. GRANT OF EASEMENTS

- 1.1 Pursuant to clause [9.4.2] of the deed of settlement of historical claims between the Crown, Ngā Hapū o Te Iwi o Whanganui, and Takapu Whāriki Trust, the Grantor grants to the Grantee a right of way, a right to convey water, a right to convey electricity and a right to drain sewage, as set out in Schedule A.
- 1.2 The implied rights and powers prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 apply to this easement instrument. Where the implied rights and powers conflict with the terms in this easement instrument, the terms in this easement instrument will prevail.

2. ADDRESSES FOR SERVICE

- 2.1 The Grantor's address(es) for service of notices is:

[enter details]
- 2.2 The Grantee's address(es) for service of notices is:

[enter details]

10.4 FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO DRAIN WATER EASEMENT

DOCUMENTS

10.4: FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO DRAIN WATER EASEMENT

FORM 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

[insert names of the trustees of the TAKAPAU WHĀRIKI TRUST]

Grantee

WHANGANUI DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

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

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	A on SO 566143	Section 2 SO 566143 ([insert record of title])	in gross

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

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007. The implied rights and powers are **added to** by the provisions set out in the Annexure Schedule

10.4: FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO DRAIN WATER EASEMENT

Annexure Schedule
Pages

Page 1 of 1

Insert instrument type

Easement Instrument

1. GRANT OF EASEMENT

- 1.1 Pursuant to clause [9.4.2] of the deed of settlement of historical claims between the Crown, Ngā Hapū o Te Iwi o Whanganui, and Takapu Whāriki Trust, the Grantor grants to the Grantee a right to drain water as set out in Schedule A.
- 1.2 The implied rights and powers prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 apply to this easement instrument. Where the implied rights and powers conflict with the terms in this easement instrument, the terms in this easement instrument will prevail.

2. ADDRESSES FOR SERVICE

- 2.1 The Grantor's address(es) for service of notices is:

[enter details]

- 2.2 The Grantee's address(es) for service of notices is:

[enter details]

**10.5 FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO CONVEY WATER
EASEMENT**

DOCUMENTS

10.5: FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO CONVEY WATER EASEMENT

FORM 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

HIS MAJESTY THE KING

Grantee

[insert names of the trustees of the TAKAPAU WHĀRIKI TRUST]

Grant of Easement or *Profit à prendre*

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

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	B on SO 566143	Section 1 SO 566143 ([insert record of title reference])	Section 2 SO 566143 ([insert record of title reference])

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

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007. The implied rights and powers are **added to** by the provisions set out in the Annexure Schedule

10.5: FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO CONVEY WATER EASEMENT

Annexure Schedule
Pages

Page 1 of 1

Insert instrument type

Easement Instrument

1. GRANT OF EASEMENT

- 1.1 Pursuant to section [x] of the Whanganui Claims Settlement Act [20xx], the Grantor grants to the Grantee a right to convey water as set out in Schedule A.
- 1.2 The implied rights and powers prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 apply to this easement instrument. Where the implied rights and powers conflict with the terms of this easement instrument, the terms of this easement instrument will prevail.

2. ADDRESSES FOR SERVICE

- 2.1 The Grantor's address(es) for service of notices is:
[enter details]
- 2.2 The Grantee's address(es) for service of notices is:
[enter details]

11. LEASES FOR LEASEBACK PROPERTIES

11.1 TE PUNA HAPORI LEASE

LESSOR:

TAKAPAU WHĀRIKI TRUST |

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should be registered or noted.

.....
Certified by (Practitioner or Lessee) or
(Lessee)

LESSEE:

HIS MAJESTY THE KING

acting by and through the Chief
Executive of the Ministry of Justice

Particulars entered in the
Register as shown herein
on the date and at the
time endorsed below

MEMORANDUM OF LEASE

THE CHIEF EXECUTIVE
MINISTRY OF JUSTICE
WELLINGTON

11.1: TE PUNA HAPORI LEASE

MINISTRY OF JUSTICE

LONG TERM LEASE OF BARE GROUND

FOR COURTHOUSE PURPOSES

TAKAPAU WHĀRIKI TRUST (hereafter called “**the Lessor**”) being registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed in Record of Title for a fee simple estate Wellington Land Registry, in that piece of land containing [approximately 10,000 square metres more or less **subject to survey**], situated at 57 Campbell Street, Whanganui.

does hereby lease to **HIS MAJESTY THE KING** acting through the Chief Executive of the Ministry of Justice (hereafter called “**the Lessee**”) all the said land (hereafter called “**the Land**”) to be held by the Lessee as tenant for a term of twenty (20) years at the yearly rental of [\$-----] plus GST payable annually in advance on the first day of [] in each year during the continuance of this Lease subject to the covenants, conditions and restrictions set forth in Schedules A and B following.

The Lessee doth hereby accept the lease of the above described land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants set forth in Schedules A and B following.

Dated this [] day of [] 20[--]

SIGNED by **TAKAPAU WHĀRIKI TRUST**)
as Lessor)

11.1: TE PUNA HAPORI LEASE

SIGNED for and on behalf of HIS)
MAJESTY THE KING as Lessee)
by)
(acting by and through the Chief)
Executive of the Ministry of Justice))

SCHEDULE A

ITEM 1 THE LAND

that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

The commencement date of this Lease shall be the [] day of [] 20[--].

ITEM 3 ANNUAL RENTAL

[Value in words (\$0.00)]
per annum plus GST payable annually in advance on the first day of each year during the
continuance of this lease with a first payment due on the [] day
of [] 20[--].

ITEM 4 TERM OF LEASE

4.1 Initial term

Twenty (20) years from the Commencement Date to determination on the [] day
of [] 20[].

4.2 Subsequent terms

Perpetual rights of renewal of ten (10) years each from the [] day
of [] 20[] and each 10th anniversary after that date.

ITEM 5 LESSEE OUTGOINGS

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial,
governmental and any other statutory authority excluding only taxes levied against the
Lessor in respect of its interest in the Land.

5.2 Charges for water, gas, electricity, telephones and other utilities or services.

5.3 Rubbish collection charges.

5.4 All costs associated with the repair, maintenance or replacement of any fencing on the
land.

11.1: TE PUNA HAPORI LEASE

ITEM 6 PERMITTED USE

- 6.1 For any Justice Sector related purposes including (but not limited to) a courthouse and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a courthouse on the Land, or any other use which conforms with the local Code of Ordinances or District Plan applying to the premises.
- 6.2 Any secondary use for government works under the Public Works Act 1981 if a part of the land but not a significant part being more than half of the Land, is not required for Courthouse purposes. or
- 6.3 Any use of the Land or any part of the Land consented to by the Lessee as sub Lessor under clause 4.01 of this Lease where both the sub lease and the use of the Land comply with the requirements of clause 4.01.

ITEM 7 RIGHTS OF RENEWAL

Renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

Five (5) yearly from the Commencement Date of this Lease.

ITEM 9 LESSOR'S PROPERTY

Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

All buildings and other improvements together with foundations, sub-soil works and services now or hereafter constructed on the Land by the Lessee or any agent or permitted occupier of the Lessee including, without limitation, the court house building, paving areas and courtyards and asphalted carpark and all fixtures, fittings and chattels therein contained.

ITEM 11 CLAUSE 3.04(b) CHARGEHOLDER'S NOTICE

To: [The Lessor]
(hereafter called "**the Lessor**")

11.1: TE PUNA HAPORI LEASE

And to: [The Lessee]
(hereafter called "**the Lessee**")

From: [Mortgagee / Chargeholder]
(hereafter called "**the Lender**")

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("**the Land**") which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

- (i) It has notice of the provisions of clause 3.04(b) and (c) of the said Lease; and
- (ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease (hereafter collectively called "**the relevant period**");
- (iii) It will not claim any interest in any Lessee's Improvements under the security for its loan during the relevant period irrespective of how any Lessee's Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;
- (iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE ***

[That parcel of land containing]

.....

(LENDER EXECUTION)

/ / 20

ITEM 12 CLAUSE 3.04(c) CHARGEHOLDER'S NOTICE

To: [The Lessor]
(hereafter called "**the Lessor**")

11.1: TE PUNA HAPORI LEASE

(hereafter called "**the Lessee**")

From: [Mortgagee/Chargeholder]
(hereafter called "**the Lender**")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("**the Security**") given by the Lessor over the land described in the Schedule below ("**the Land**") it had notice of and agreed to be bound by the provisions of clause 3.04(c) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease.

ITEM 13 ADDRESS FOR SERVICE

Lessor: **TAKAPAU WHĀRIKI TRUST**

Tupoho House
249 Victoria Avenue
Whanganui 4500

Attn: General Manager

Email: info.wlsnt@gmail.com

Lessee: Chief Executive
Ministry of Justice
Level 3
Justice Centre
Aitken Street
WELLINGTON (SX 10088, WELLINGTON)

Emails: MoJLeasedSites@justice.govt.nz

SCHEDULE B**PART I - PRELIMINARY****1.00 DEFINITIONS AND INTERPRETATION****1.01** In this Lease:

- (a) The expression “**the Lessor**” shall include and bind:
 - (i) the persons executing this lease as Lessor; and
 - (ii) any Lessor for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression “**the Lessee**” shall include and bind:
 - (i) the person executing this lease as Lessee;
 - (ii) all the Lessees for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression “**the Lessee**” shall include the Lessee’s agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.
- (c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.02 “**Goods and Services Tax**” or “**GST**” means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.

1.03 “**Government Work**” means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.

11.1: TE PUNA HAPORI LEASE

- 1.04** “**Lease**” means, unless the context otherwise requires, this lease and any further or renewal term thereof.
- 1.05** “**Lessee’s Improvements**” shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude “Lessor’s Property”.
- 1.06** “**Lessee’s Outgoings**” means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.07** “**Lessor’s Property**” means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.
- 1.08** “**Value of the Land**” means the market value of the freehold interest in the Land as at the relevant rent review date, as vacant land in an unsubdivided state assessed in accordance with its then current underlying zoning or a courthouse, whichever is the greater, LESS a discount of twenty percent (20%) to reflect the terms and conditions of this Lease while the Ministry of Justice remains the Lessee.
- 1.09** “**The Land**”, “**The Commencement Date**”, “**Annual Rental**”, “**Term of the Lease**” and “**Permitted Use**” shall have the meanings ascribed to them in Schedule A.
- 1.10** The term “**to sublet**” shall include the granting of a licence to occupy the Land or part thereof and “subletting” and “sublease” shall be construed accordingly.
- 1.11** References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.12** A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.13** Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

PART II - LESSEE'S COVENANTS

2.00 LESSEE'S COVENANTS

2.01 ANNUAL RENT

- (a) Throughout the term of this Lease, including following the exercise of any rights of renewal by the Lessee, the Lessee shall pay rental as assessed in accordance with Schedule C for the Land which shall be adjusted on each rent review date and shall be assessed in accordance with clause 4.05 and Schedule C noting that for so long as the Lessee is His Majesty the King acting by and through the Chief Executive of the Ministry of Justice and for so long as the Lessee is using the land for the purpose of a Courthouse, the rent payable shall reflect the terms of this Lease and the use to which the Lessee is putting the Land, as a Courthouse.
- (b) The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

2.02 PAYMENT OF LESSEE OUTGOINGS

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

2.03 USE OF LAND

The Lessee shall not, without the prior written consent of the Lessor first had and obtained, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A which consent may be given or withheld at the absolute discretion in all things of the Lessor. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

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2.04 COMPLIANCE WITH LAW

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.

2.05 AVOIDANCE OF DANGER

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) Promptly remedy any danger or hazard that may arise on the Land;
- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

2.06 MAINTENANCE OF LESSEE'S IMPROVEMENTS

The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease.

2.07 NO LESSOR MAINTENANCE

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

2.08 LESSEE'S FURTHER MAINTENANCE AND REPAIR OBLIGATIONS

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

2.09 SIGNAGE

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

2.10 INSURANCE

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of this clause shall be of no application whilst the Lessee is **HIS MAJESTY THE KING**.

2.11 SUNDRY LESSEE ACKNOWLEDGEMENTS

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;
- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

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2.12 GST

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

2.13 LESSEE'S ACKNOWLEDGEMENT

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

PART III

3.00 LESSOR'S COVENANTS

3.01 QUIET ENJOYMENT

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

3.02 CONSTRUCTION OF OR ALTERATIONS TO LESSEE'S IMPROVEMENTS

The Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land and such consent shall not be unreasonably or arbitrarily withheld.

3.03 LESSOR'S PROPERTY

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's

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Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

3.04 LESSOR'S ACKNOWLEDGEMENTS AS TO LESSEE'S IMPROVEMENTS

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
 - (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
 - (ii) Lessee's Improvements are to be fully insured by the Lessee in its own name; and
 - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.
- (b) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (c) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within five (5) working days from the date of their receipt by the Lessor. If the Lessor fails to comply with the requirements of this clause 3.04(c) (time being of the essence) the Lessor shall procure the release and discharge of any mortgage or charge

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registered over the Land within ten (10) working days of receipt by the Lessor of a notice from the Lessee requiring such release and discharge;

- (d) That the Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

3.05 LESSOR CONSENT TO GROUND WORKS

- (a) Notwithstanding anything to the contrary in clauses 3.02 or 3.04(d), the Lessee shall not:
 - (i) Make any excavation of the Land; or
 - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;
 - (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed alteration or interference;
 - (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application

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to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in equal shares by the parties unless the engineer otherwise so determines.

3.06 DESIGNATION

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

3.07 PROVISION OF CERTAIN NOTICES TO THE LESSEES

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant government department, as the case may be.

3.08 FIRST RIGHT OF REFUSAL TO PURCHASE

- 3.08.1 If, at any time during the term of this Lease or any renewal thereof the Lessor shall desire to sell the Land or the Lessor is required to sell the Land by a Mortgagee or Chargeholder the Lessor and/or the Mortgagee or Chargeholder as the case may be shall give to the Lessee notice in writing of the Lessor's intention to sell the Land, the price fixed by the Lessor for such purchase, and other terms and conditions proposed by the Lessor ("the Lessor's Notice").
- 3.08.2 The Lessor's Notice must be accompanied by a signed registered valuer's certificate substantiating the price fixed by the Lessor for such purpose, failing which the Lessor's Notice shall be null and void.
- 3.08.3 The Lessee shall have thirty (30) Working Days from the date of receipt of the Lessor's notice within which to elect by notice in writing to the Lessor ("the Lessee's Notice") to purchase the Land at the price and on the terms and conditions specified in the Lessor's Notice.

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- 3.08.4 Upon the Lessee having exercised the Lessee's option to purchase by serving the Lessee's Notice pursuant to clause 3.08.3 the parties will be deemed to have entered into a contract for the sale and purchase of the Land on the terms of the agreement at the date of the exercise of the right then in use by the New Zealand Law Society in association with the Real Estate Institute of New Zealand.
- 3.08.5 The Lessee shall within eighty (80) Working Days of receipt by the Lessor of the Lessee's Notice complete the purchase by making payment to the Lessor of the purchase price specified in the Lessor's Notice plus GST (if any) and all rent, outgoings and other amounts payable and due or accruing due under the Lease up to the date of settlement. Upon such payment being made by the Lessee to the Lessor the Lessor will transfer the Land to the Lessee for an estate in fee simple free of any mortgage, charge or encumbrance.
- 3.08.6 If the Lessee declines to elect to purchase the Land or does not give notice within the said period of thirty (30) Working Days after receipt of the Lessor's Notice then the Lessor will be at liberty to sell the Land on the open market, PROVIDED THAT the Lessor may not offer to sell the Land to any other party at a price lower than that first offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice without first reoffering the Land by notice in writing to the Lessee for purchase at such lower price and on such terms and conditions. In such case the Lessee shall have fourteen (14) Working Days after receipt of such notice in writing within which to elect to purchase the Land at such lower price or on such more favourable terms and conditions and shall complete such purchase in the manner hereinbefore provided within eighty (80) Working Days of receiving the Lessor's amended notice.
- 3.08.7 The provisions of clause 3.08.6 shall apply each time the Lessor wishes to sell the Land to any other party at a price lower than that offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice where such offer has been declined by the Lessee in accordance with the provisions of clause 3.08.6.
- 3.08.8 The Lessor agrees that this section 3.08 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the

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Lessee's interest by way of the first right of refusal to purchase created by this section 3.08 at any time after the date of this Deed.

3.08.9 For the purposes of the section 3.08 the term "sale" means:

- a) A sale, transfer, vesting or other disposition of the Lessor's registered estate and interest in the Land;
- b) The entering into by the Lessor of a superior lease in respect of the Land;
- c) Where the Lessor is a company, the only asset of which is the Land (or the Land together with other Land leased to the Lessee), any change or rearrangement in the beneficial ownership of the shareholding of the Lessor having the effect of altering the effective control of the Lessor

and the word "sell" shall have a corresponding meaning.

3.09 DISPOSAL OF LESSOR'S INTEREST

3.09.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided that:

3.09.1.1 the Lessor has first complied with the provisions of clause 3.08 herein on each and every occasion the Lessor proposes to dispose of the Lessor's interest in the Land; and

3.09.1.2 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

3.09.1.3 for so long as the Lessee is a Government Agency the following further provisions shall apply:

- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

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- (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within ten (10) working days of receiving the Lessor's advice pursuant to clause 3.09.1.3(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 3.09.1.3(2)(a) or 3.09.1.3(2)(b) above together with grounds to substantiate its reasonable apprehension within ten (10) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee validly objects to the proposed Assignee in accordance with clause 3.09.1.3(2)(a) or 3.09.1.3(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) The Lessor agrees that this section 3.09 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the Lessee's interest in preventing the disposal of the Lessor's interest in the Land to a party to whom the Lessee has any reasonable objection in terms of clause 3.09.1.3(2) at any time after the date of this Deed. Such caveat shall ensure that any prospective purchaser of the Lessor's interest in the Land is aware of the provisions of this clause section 3.09 and shall prevent the Lessor disposing of its interest in the Land without first complying with the requirements of this section 3.09.

3.10 HEALTH AND SAFETY

The Lessor shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from the Lessor's ownership of the Land;
- (b) Take all reasonable steps to ensure that any obligations placed on the Lessor as a Person Conducting a Business or Undertaking as that term is defined in the Health and Safety at Work Act 2015 by virtue of the Lessor's ownership of the Land, are met;

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- (c) At all material times keep in place appropriate rules and procedures in order to comply with Health and Safety at Work requirements which the Lessor is obliged by law to comply with.

3.11 LESSOR'S ACKNOWLEDGEMENT

The Lessor agrees that if the Land or any part of the Land has any inherent defect, whether arising prior to the Commencement Date or during the term of this Lease, the Lessee has no liability in respect of such inherent defect and the Lessor releases to the fullest extent permitted by law the Lessee, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessee or persons acting under the control of the Lessee.

PART IV – MUTUAL COVENANTS

4.00 MUTUAL COVENANTS

4.01 ASSIGNMENT AND SUBLETTING

- (a) The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- (b) Notwithstanding subclause (a), where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- (c) In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.

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- (d) This clause 4.01 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- (e) For the purpose of this clause 4.01, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 4.01(f).
- (f) For the purposes of clause 4.01(a), a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- (g) Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- (h) Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- (i) Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by His Majesty the King ("**the Crown**"), the following provisions shall apply:
 - (i) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease or of any licence period granted pursuant to

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clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease;

- (ii) in the event of an assignment or transfer during any renewed Term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.
- (j) Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee's own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

4.02 LESSOR MAY REMEDY LESSEE DEFAULT

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.
- (b) Any notice served under the provisions of clause 4.02(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

4.03 LESSEE'S IMPROVEMENTS

- (a) If at any time during the Term of the Lease the Lessee declares that the Lessee's Improvements is surplus to the requirements of the Crown and the Lessee decides to sell the Lessee's Improvements, then the Lessee will first give the Lessor notice in writing of the Lessee's intention to sell, the price fixed by the Lessee for such purposes, the timeframe for exercising the option to purchase (which shall be no less than 15 working days) and other terms and conditions proposed by the Lessee ("The Lessee's Notice"). If the Lessor does not exercise its right to purchase as specified in the Lessee's Notice, then the Lessee will be at liberty to sell the Lessee's Improvements on the open market provided the Lessee will not offer the Lessee's Improvements to any other party at a price lower than the first offered by the Lessee or more favourable terms and conditions than those specified in the Lessee's Notice.
- (b) Subject to clause 4.03(a), the parties acknowledge that:
- (i) The Lessee not being in breach of the Lease may, either prior to or on the expiry of this Lease, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a period of six months from the expiration or sooner determination of the within Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until this time and that no prior written consent or any other consent of the Lessor shall be required in respect of any such removal elected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of six (6) months subsequent to the expiration of this Lease and remove Lessee's Improvements and further that this provision shall endure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
 - (ii) In the event the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and restore the Land to a neat, tidy and safe condition subsequent to any such removal;
 - (iii) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the expiration or sooner determination of the Lease or within six

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months after this time and notwithstanding any rule of law or equity to the contrary;

- (iv) In any review of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental;
- (v) Notwithstanding the generality of the provisions of clause 4.03(b)(i), the Lessee shall not remove any boundary fencing or any sub-soil drainage or reticulated sub-soil service(s) or any retaining walls on the Land without the prior written consent of the Lessor, which may be given or withheld at the discretion in all things of the Lessor.

For the avoidance of doubt, nothing herein shall obligate the Lessee to remove the property referred to in this clause 4.03(b)(v), should the Lessee decide to abandon such property to the Lessor upon the expiration of this Lease;

- (vi) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- (vii) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall endure for the benefit of the party entitled until completely performed;
- (viii) All Lessee's Improvements remaining upon the Land after the expiration of the six month period provided in subclause 4.03(b)(i) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor.

4.04 RENEWAL

- (a) The Lessee, not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the initial term of any subsequent term as follows:

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- (i) The Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.05 as though the commencement date of the renewed term were a Rent Review Date.
 - (ii) The renewed Lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- (b) No earlier than 24 months prior to the expiration to the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.04(a) within six (6) months from the date of receipt of notice from the Lessor (time being of the essence) then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earlier state by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.04(b) is the date which falls 18 months prior to the expiration of the relevant term.
- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.04(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time up until the expiry date.
- (d) The annual rent for the first term of any renewal shall be agreed upon or, failing agreement, shall be determined in accordance with clause 4.05 which shall apply with such modifications as may be necessary.
- (e) Otherwise, the renewed Lease shall be upon the same terms and conditions as are expressed or implied in this Lease.

4.05 RENT REVIEW

- (a) The Annual Rental payable as from each review date shall be determined as follows:
 - (i) Either party may not earlier than three (3) months prior to review date and not later than one (1) year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current annual rent as at the relevant review date, which shall be equal to 5.75% of the Value of the Land as defined in clause 1.08.

11.1: TE PUNA HAPORI LEASE

- (ii) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within twenty (20) Working Days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the recipient as the current annual rent, then the new rent shall be determined in accordance with clause 4.05(b);
 - (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 6 months after the relevant rent review date but subject to clause (c) and (d).
 - (v) The rent review at the option of either party may be recorded in a Deed.
- (b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current annual rent for the Land, but if agreement is not reached within twenty (20) working days then the same may be determined either:
 - (i) By one party giving written notice to the other requiring the current annual rent for the Land to be determined by arbitration; or
 - (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within twenty (20) working days of the parties agreeing to so determine the new rent;
 - (bb) If the party receiving a notice fails to appoint a valuer within the twenty (20) working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - (cc) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;

11.1: TE PUNA HAPORI LEASE

- (dd) The valuers appointed by the parties shall determine the current annual rent for the Land but if they fail to agree then the rent shall be determined by the third expert;
- (ee) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

In ascertaining the new annual rental to apply from a review date:

- (ff) The value of any building or improvements then existing upon the Land shall not be taken into consideration; and
- (gg) For so long as the Lessee is a Government Agency, the parties and their valuers shall take into account the contents of Schedule C in determining the rent

When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.

- (c) The annual rent so determined or accepted:
 - (i) Shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and
 - (ii) Shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than six (6) months after the Rent Review Date.
- (d) For the avoidance of doubt, where the rent review date coincides with the commencement of a renewed or subsequent terms, the annual rent shall be the current annual rent payable by the Lessee as agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.

11.1: TE PUNA HAPORI LEASE

- (e) Pending determination of the current annual rent for the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current annual rent, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:
 - (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (f) Upon determination of the new rent, any overpayment or any shortfall in payment shall immediately be payable by the Lessor or the Lessee as the case may be.

4.06 LESSEE'S RIGHT OF EARLY TERMINATION

Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than twelve (12) months notice in writing to that effect PROVIDED THAT:

- (a) no such notice may be given so as to effect termination of this Lease within the first two (2) years of the initial term or the first two (2) years of any renewed term of this Lease; and
- (b) the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

4.07 RE-ENTRY

- (a) The Lessor may re-enter the Land where:

11.1: TE PUNA HAPORI LEASE

- (i) rental is in arrears for a period exceeding thirty (30) days after any rent payment date;
- (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
- (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;
- (iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

- (b) Whilst **HIS MAJESTY THE KING** is the Lessee under this Lease and should **HIS MAJESTY THE KING** either default in the payment of any rental for a period exceeding thirty days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.
- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:
 - (i) the Lessee must within thirty (30) days of receipt of such notice remedy the default specified; and
 - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.

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4.08 INSURANCE

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.
- (d) In the event that the Lessee elects not to effect reinstatement of the Lessee's Improvements following damage or destruction thereof, then the Lessee shall be entitled to determine this Lease by giving three (3) months notice in writing to that effect to the Lessor. At the expiration of such period this Lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party.

4.09 RATING ASSESSMENTS

The parties agree that the Lessee may at any time make application to the Valuation Department for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

4.10 ENTIRE AGREEMENT

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

4.11 DIFFERENCES AND DISPUTES

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president

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for the time being of the District Law Society of the District within which the Land is situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.

- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies prescribed in clauses 4.06 and 4.07 hereof.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.05(b)(ii).

4.12 SERVICE OF NOTICES

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) or by email (in which case service will be effected once the email has been acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically will not constitute an acknowledgement) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

4.13 REGISTRATION OF LEASE

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 2017 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

4.14 COSTS

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

4.15 INTEREST

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

4.16 ESSENTIAL TERMS

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) ***Payment of Rental:***

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) ***Assignment and Sub Leasing:***

The provisions dealing with assignment and sub leasing; or

(c) ***Use of Land:***

The provisions restricting the use of the Land.

4.17 WAIVER

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

4.18 RENT MORATORIUM

If any moratorium or other law, act or regulation that (notwithstanding clause 4.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

4.19 ARTEFACTS OR FOSSILS

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

4.20 NO ACCESS PROVISION

In the event that the Lessee is unable to gain access to the land to fully conduct the Lessee's business for at least six (6) months due to a prohibition or restriction on access to the land by reason of national or local emergency, including but not limited to natural hazard, explosion, act of terror, volcanic activity or pandemic then a fair proportion of the rent and outgoings payable shall abate from the date the Lessee is unable to access the land to fully conduct their business, until the date that the inability ceases.

4.21 EXCLUSION OF IMPLIED CONDITIONS

The parties agree that following covenants, conditions, and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 shall not apply to this Lease:

- (i) Part 2, Clause 5;
- (ii) Part 2, Clause 10;
- (iii) Part 2, Clause 11; and
- (iv) Part 3, Clause 13.

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SCHEDULE C

Establishing Rental on Rent Reviews

1. The parties acknowledge and agree that in establishing the annual rental payable from the commencement date of this Lease, the rental was determined by assessing the current market value of the Land and applying an appropriate adjustment to reflect the designation and associated use of the Land as a Courthouse by the Lessee.
2. The parties acknowledge the importance of maintaining consistency between the approach taken on setting the commencement rental and the approach to be taken in setting the rent payable by the Lessee while the Land remains designated as a Courthouse and used by the Lessee as a Courthouse.
3. In order to maintain consistency, the parties shall ensure that on each rent review, the respective valuers are instructed to assess the rent payable by the Ministry of Justice by assessing the rent based on the designation and use of the Land as a Courthouse, on the same basis as which the commencement rental was established at the outset of the Lease, as articulated in Schedule C Paragraph 1.

11.2 WHANGANUI PRISON LEASE

DOCUMENTS

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Completion Note: *There are a number of terms in the lease which are to be confirmed or completed by Corrections prior to execution. These are indicated by notes or square brackets where relevant.*

Form 11

Lease instrument

(Section 91 Land Transfer Act 2017)

Record of Title (unique identifier)	All/part	Area/Description of part
611059 WN48C/764 WN48C/765	All	[]

Lessor

[TBC]

Lessee

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Department of Corrections

Estate or Interest

Insert "fee simple", "leasehold in lease number" etc.

Fee Simple

Lease Memorandum Number (if applicable)

N/A

Term

As set out in the Annexure Schedule

Rental

As set out in the Annexure Schedule

Lease and Terms of Lease

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

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

DOCUMENTS

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Form L

Annexure Schedule

Page of Pages

Insert instrument type

Continue in additional Annexure Schedule, if required

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1 DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Lease, unless the context indicates otherwise:

- (a) **Annual Rent** means the rent for the Land specified in Schedule One, subject to review as set out in this Lease;
- (b) **Authority** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use;
- (c) **Commencement Date** means the date of commencement of the Initial Term specified in Schedule One;
- (d) **Consent** means any building consent, resource consent or approval or other statutory or regulatory consent or approval, including renewals or variations of such, whether issued by local or regional councils or any other relevant Authorities, and **Consents** has a corresponding meaning;
- (e) **CPI** means the consumer price index (all groups) as published by Statistics New Zealand or its successor (or, if that index ceases to be published or otherwise ceases to be available to the parties, means such other index as measures, in a manner which most clearly resembles the manner in which the consumer price index (all groups) measures, inflation or deflation in New Zealand immediately prior to becoming unavailable to the parties or ceasing to be published);
- (f) **Deed of Settlement** means the Deed of Settlement of Historic Claims between [parties] and the Crown dated [date];
- (g) **Default Interest Rate** means the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5% per annum;
- (h) **District Plan** means an operative or proposed district plan under the Resource Management Act 1991 or equivalent successor legislation;
- (i) **Government Agency** includes any department or instrument of the Executive Government of New Zealand; and, includes:
 - (i) a body corporate or corporation sole (whether called a corporation, commission, council, board, authority, or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
 - (ii) a body corporate, entity or organisation that is controlled or wholly owned by the Crown, a Minister of the Crown or by any Government Department;
 - (iii) a Crown Entity within the meaning of the Crown Entities Act 2004; and
 - (iv) any partnership or other legal relationship that includes a Government Agency as a participant.
- (j) **GST** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution of that tax;
- (k) **Land** means the land described on the first page of the instrument further outlined in the Plan and for the avoidance of doubt excludes all of the Lessee's Improvements which remain the property of the Lessee at all times irrespective of their degree of annexation to the

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Land;

- (l) **Lessee** means The Sovereign in right of New Zealand acting by and through the Chief Executive of the Department of Corrections, and includes all the respective executors, administrators, successors, assigns and successors in title of the lessee and if more than one jointly and severally
- (m) **Lessee's Improvements** means the Lessee's Improvements situated in, or on, the Land and includes (but is not limited to):
 - (i) buildings, or other fixed structures including any fencing;
 - (ii) concrete, asphalt, paved or tiled roadway, sealed yards, paths, lawns, gardens;
 - (iii) all of the Lessee's equipment, plant and machinery located on the Land including equipment related to security, infrastructure required for the conduct of electricity, water, sewage, stormwater, gas, telecommunications and computer media to and from the Prison; and
 - (iv) other like property of any kind whatsoever;

whether those improvements are made, constructed or placed on the Land by the Lessee or by any third party appointed by the Lessee or as may be required in the future to conduct the Lessee's business before or after the Commencement Date.
- (n) **Lessee's Outgoings** mean:
 - (i) rates, charges, taxes, assessments, duties, impositions, fees or levies payable to any local or territorial authority;
 - (ii) charges for water, gas, electricity, telephones and other utilities or services;
 - (iii) rubbish collection charges;
 - (iv) all charges relating to the repair and maintenance of any Lessee Improvements (whether of a structural nature or not);
 - (v) the cost of landscaping and ground maintenance;
 - (vi) car parking area maintenance and repair;
 - (vii) all costs associated with the repair, maintenance or replacement of any fencing on the Land; and
 - (viii) any land tax or tax in the nature of a land tax;

in respect to the Land and includes any other outgoings related to the Lessee's use of the Land, the Permitted Uses or for any use consented to under clause 3.5;
- (o) **Lessor** means [TBC entity] and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;
- (p) **Plan** means the plan of the Land attached as Schedule Two;
- (q) **Prison** means the Whanganui Prison operated on the Land;
- (r) **Prison Manager** means the prison manager for the time being of the Whanganui Prison and includes any person acting in that

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capacity;

- (s) **Term** means the term of this Lease and includes the Initial Term and any further Subsequent Terms;
- (t) **Utility Services** means all utility and other services that are or will be in the future connected and/or supplied to the Land, including (without limitation), water, stormwater, sewerage, drainage, electricity, gas, telecommunications and computer media that are located outside the Land and are not Lessee's Improvements, but are essential to the Lessee's ability to carry out the Permitted Use on the Land; and
- (u) **Working Day** has the meaning given to it in the Property Law Act 2007.

1.2 **Interpretation:** In this Lease, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background;
- (b) **Headings:** section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (c) **Parties:** the expressions "Lessor" and "Lessee" include their respective successors and assigns (if permitted in the case of the Lessee under clause 9) and where the context permits the Lessee includes the Lessee's sublessee's and other lawful occupiers of the Land and Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee);
- (d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Schedule Terms:** the terms Initial Term, Permitted Use, Subsequent Term(s), CPI Rent Review Dates, Market Rent Review Dates and Termination Date, together with the other terms set out in Schedule One, will be interpreted by reference to Schedule One;
- (j) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- (k) **Documents:** references to any document (however described) are

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references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2 LEASE AND TERM

- 2.1 **Grant of Lease:** The Lessor leases the Land to the Lessee and the Lessee takes the Land on lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent, as specified in Schedule One, subject to clause 14.

3 LESSEE'S COVENANTS

- 3.1 **Payment of Annual Rent:** The Lessee must pay the Annual Rent to the Lessor by equal annual payments in advance, with the first payment to be made on the Commencement Date, and all subsequent payments to be paid on the anniversary of the Commencement Date.
- 3.2 **No Deduction or Set-Off:** Subject to clause 18.3, all rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.
- 3.3 **GST:** The Lessee will pay to the Lessor, or as the Lessor directs, the GST payable by the Lessor in respect of the Annual Rent and any other payments payable by the Lessee under this Lease. The GST in respect of the Annual Rent will be payable on each occasion when any rental payment falls due for payment and in respect of any other payment will be payable on demand.
- 3.4 **Payment of Outgoings:** To the extent that they are separately assessed or charged, the Lessee will pay the Lessee Outgoings in respect of the Land direct to the relevant Authority or supplier concerned and, if permitted by law the Lessee will be entered on the rating information database and the district valuation roll as the ratepayer in respect of the Land. Any Outgoing which is not assessed or charged separately will be apportioned between the Lessor and the Lessee and the Lessee must pay to the Lessor, on demand, its fair and reasonable portion of the charge.
- 3.5 **Use of Land:** The Lessee will not, without the prior written consent of the Lessor use the Land for any purpose other than the Permitted Uses. The Lessor must not unreasonably or arbitrarily withhold its consent to any change of, or addition to, the Permitted Uses. For the avoidance of doubt, the parties agree that any cessation or suspension of the use of the Land or part of the Land for the Permitted Uses for any period of time is not a breach of this clause.
- 3.6 **Use of Land other than by a Government Agency:** The Lessee will not:
- (a) do anything or allow anything to be done on the Land that may be or grow to be a nuisance, disturbance or annoyance to the Lessor or any other person and the Lessee will generally conduct the Lessee's activities on the Land in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to the Lessor or any other person;
 - (b) use the Land or allow them to be used for any noisy, noxious, illegal or offensive activity;
 - (c) bring, or permit to be brought, on to the Land any material of a dangerous, flammable, or explosive nature without first complying with all laws then in force relating to the handling and

11.2: WHANGANUI PRISON LEASE

storage of such materials and with the requirements of the insurers for the Lessor and Lessee; or

- (d) object to or procure any third party to object to any application of the Lessor (or its lessees or licensees) for a plan change, licence, permit or Consent under the Resource Management Act 1991, the Building Act 2004, the Local Government Act 2002 or any other statute where a plan change, licence, permit or Consent is required to undertake any development in the vicinity of the Land and the Lessee will promptly where requested by the Lessor sign a consent or acknowledgement (in such form as the Lessor reasonably requires) confirming that it has no such objection,

but this clause 3.6 does not apply when the Lessee is a Government Agency.

- 3.7 **Compliance with the Law:** The Lessee will comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to, or affecting the Land or the conduct of the Permitted Uses on the Land and will also at the Lessee's own cost comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any Authority in respect of the Land or the Lessee's conduct of the Permitted Uses on the Land or the Lessee's Improvements on the Land including (but not limited to) compliance with the Corrections Act 2004 and Corrections Regulations 2005.
- 3.8 **Avoidance of Danger:** The Lessee will:
 - (a) take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and must not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard; and
 - (b) promptly remedy any danger or hazard that may arise on the Land.
- 3.9 **Maintenance of Lessee's Improvements:** The Lessee will at the Lessee's own expense keep any Lessee's Improvements on the Land in good order, condition and repair during the Term of this Lease.
- 3.10 **No Lessor Maintenance:** The Lessee acknowledges that the Lessor has no repair or maintenance obligations for any of the Lessee's Improvements on the Land.
- 3.11 **Rubbish Removal:** The Lessee will regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's own expense cause to be removed all trade waste boxes and other goods or rubbish not removed in the ordinary course by the Territorial Authority.
- 3.12 **Signage:** The Lessee may affix names, signs, nameplates, and signboards relating to the Permitted Use without the consent of the Lessor.
- 3.13 **Construction or Alteration to Lessee's Improvements:** The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements necessary or incidental to the Permitted Use without any consent or approval from the Lessor. The Lessee must obtain the prior written consent of the Lessor, (which must not be unreasonably withheld or delayed) to the construction of any Lessee's Improvements that are not necessary or incidental to the

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Permitted Use.

4 **LESSOR'S COVENANTS**

- 4.1 **Quiet Enjoyment:** The Lessee, paying the rent and performing and observing all the covenants and agreements expressed and implied in this Lease, shall quietly hold and enjoy the Land throughout the Term (and shall be entitled, without limitation, to any rights as grantee or grantor in relation to any easements granted in favour of the Land), without any interruption or disturbance by the Lessor or any person claiming under the Lessor.
- 4.2 **Lessor's Property:** The Lessor must not during the Term of this Lease place any Lessor's property on the Land.
- 4.3 **Grant of Additional Rights:** The Lessor must not cancel, surrender, modify or grant any easement, mortgage or any other registered or unregistered interest over or in favour of the Land or change the status of the Land in any way that would prejudice the ability of the Crown to exercise its option to reacquire the Land under clause 17.2 or to operate the Prison, without the Lessee's prior written consent, which may be withheld at the Lessee's sole discretion or may be granted subject to conditions.
- 4.4 **Consent not to be Unreasonably Withheld:** If this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:
- (a) must not unreasonably withhold consent, and
 - (b) must, within a reasonable time of the Lessor's consent being requested:
 - (i) grant that consent; or
 - (ii) notify the Lessee in writing that the consent is withheld.
- 4.5 **Utility Services:** The Lessor and Lessee agree that:
- (a) neither the Lessor nor its employees, contractors or invitees will interfere with any Utility Services required by the Lessee, to the boundary of the Land;
 - (b) the Lessee must ensure the Utility Services are maintained and provided in proper working order at all times, including undertaking reasonable maintenance as necessary;
 - (c) should Utility Services not be provided to the Land for any reason at the date of commencement of this Lease, the Lessee may enter upon any land that adjoins the Land and is owned by the Lessor, to arrange for any necessary works on, under or over that land to supply or restore the Utility Services to the Land, at the Lessee's cost;
 - (d) the Lessee will be responsible for payment of all charges for use of Utility Services provided under this clause, either to the Lessor, or to a relevant third party network supplier, as applicable; and
 - (e) that neither the Lessor nor its employees, contractors and invitees, will interfere with any Utility Services located on the Land that are owned by third parties, and will comply with all rights of such third parties in respect of that infrastructure (including that it will not cancel or surrender any such rights without the written consent of the Lessee which may be withheld in its sole discretion).

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- 4.6 **No termination:** The Lessor acknowledges and agrees that the Lessor shall have no right to terminate this Lease for any reason (including for any breach by the Lessee of any terms or conditions of this Lease) and the Lessor's sole remedy in the event of breach shall be a claim for damages.

5 RIGHT OF LESSOR TO ENTER AND INSPECT LAND

- 5.1 **Entry to Land:** Pursuant to section 217 of the Property Law Act 2007, and notwithstanding section 218 and clause 11 of Schedule 3 of that Act, the parties agree that the Lessee will permit the Lessor to enter the Land to inspect its condition, on no more than two occasions in each calendar year, and subject to compliance with the conditions of entry set out in this clause 5.
- 5.2 **Conditions of Entry:** Entry under clause 5.1 is subject to:
- (a) the Lessor providing the Lessee with at least 10 Working Days prior notice, in writing;
 - (b) compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee; and
 - (c) entry being limited to two persons named in the notice under clause 5.2(a), authorised by the Lessee, and approved in writing by the Lessee, in advance of entry.
- 5.3 **Lessor's Acknowledgment:** The Lessor acknowledges that the Land is a working prison and that the Prison Manager will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Land for inspection purposes under this clause 5, as the Prison Manager thinks necessary or appropriate to the operational requirements of the Prison.
- 5.4 **Lessor Representations:** The Lessor may make representations to the Prison Manager regarding the times entry to the Land is requested for inspection purposes but the Lessor acknowledges that the Prison Manager may at his/her discretion upon the giving of either oral or written notice, vary any consent to entry given under this Lease if the Prison Manager deems this to be necessary or appropriate to the operational requirements of the Prison.
- 5.5 **Compliance with Statutes:** When exercising any right of entry under this clause 5 the Lessor will at all times comply with all statutes, ordinances, bylaws or other enactments affecting or relating to the Land including (but not limited to) the Corrections Act 2004 and the Corrections Regulations 2005, and with all instructions which may be given by the Prison Manager or any Authority, and will keep the Lessee indemnified in respect of any non-compliance by the Lessor.
- 5.6 **Prison Manager's Powers:** The Lessor acknowledges that in the event that the Prison ceases to have a Prison Manager, the Prison Manager's powers under this Lease may be exercised by any agent, employee or servant of the Lessee to whom a written authorisation in this regard is made or by any assignee under clause 9.

6 LESSEE'S IMPROVEMENTS

- 6.1 **Lessor's Acknowledgement:** The Lessor acknowledges in relation to the Lessee's Improvements that:
- (a) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements will remain with the Lessee during the Term of this Lease, and also at and from the expiry or earlier

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termination of the Lease irrespective of how such property is annexed to the Land, and may be dealt with by the Lessee without reference to the Lessor;

- (b) the Lessor does not have any rights of ownership or proprietary interest in any of the Lessee's Improvements, either during the Term of the Lease, or at the expiry or earlier termination of the Lease; and
- (c) if any Lessee's improvements are destroyed or damaged, the decision whether to reinstate or not is solely at the discretion of the Lessee and for the avoidance of doubt, the Lessee shall be solely entitled to any insurance proceeds (if any).

6.2 **Demolition:** The Lessee may (at the Lessee's discretion) demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such demolition or removal.

6.3 **Removal:** The parties acknowledge that:

- (a) The Lessee may, either prior to or on the expiry or earlier termination of this Lease, demolish or remove any Lessee's Improvements from the Land, but shall not be required to do so. If the Lessee elects to demolish or remove any such Lessee's Improvements, the Lessee shall not be obliged to pay the Lessor any compensation for their demolition or removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee and that no prior written consent or any other consent of the Lessor is required in respect of any such demolition or removal elected by the Lessee. The Lessee will restore the Land to a neat, tidy and safe condition subsequent to any such demolition or removal.
- (b) The Lessor will be deemed by the provisions of clause 6.3(a) to have granted to the Lessee a licence to enter the Land and demolish or remove the Lessee's Improvements and further that the provision will endure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and will also bind any successor in title to the Lessor subsequent to the expiry of the Lease.
- (c) The Lessor will do nothing to obstruct or otherwise impede the demolition or removal of any Lessee's Improvements from the Land at any time prior to the expiration or earlier termination of the Lease or within three (3) months after such expiration or earlier termination and notwithstanding any rule of law or equity to the contrary.
- (d) The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease if the Lessee remains on the Land after the expiration or earlier termination of the Lease for the purposes of demolishing or removing the Lessee's Improvements under this clause.
- (e) In the event that the Lessee elects not to demolish or remove all or part of its Lessee's Improvements from the Land under clause 6.3(a), title and property in such Lessee Improvements as are left on the Land at the expiry of the three (3) month period set out in clause 6.3(c) shall pass to the Lessor on an 'as is where is' basis.

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[Completion Note: Corrections wishes to work together with the owner of the land to ensure, as far as reasonably possible, that Corrections will be able to obtain the Consents it requires to operate the Prison on an ongoing basis. Accordingly, this clause is subject to review and further amendment by Corrections to reflect the applicable consenting legislation and regime at the point of execution of this lease, in order to achieve this]

7.1 **Designations and Consents:** The Lessor consents to the Lessee maintaining or implementing a designation (or any other Consent) under the Resource Management Act 1991 (including any relevant successor legislation) for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 3.5 for the Term of this Lease, and further consents to the application for new Consents and the inclusion of any new or further designation for such purposes in any operative or proposed District Plan or Regional Plan.

7.2 **No Right to Object:** The Lessor agrees that it will not:

- (a) complain or object to, or cause others to complain or object to, or publicly comment on, any variation, renewal, change or modification to existing or future lawful uses of the Land and any designations or Consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date (including applications for new Consents or designations), provided the variations, renewal, changes or modifications, or any new Consents or designations, are related to, or ancillary to, the Permitted Uses or any use consented to under clause 3.5; or
- (b) directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change, renewal or modification to existing or lawful future uses, designations or Consents, either in place at the Commencement Date or lawfully granted to the Lessee at a later date (including applications for new Consents or designations).

7.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any lawful activities on the Land in accordance with the Permitted Uses.

8 LESSEE'S ACKNOWLEDGEMENT

8.1 **Lessee Uses Land at Own Risk:** The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any personal property in or about the Land, except when this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

9 SUBLETTING AND ASSIGNMENT

9.1 **Subletting and Assignment:** Subject to clauses 9.2 and 9.3, the Lessee must not sublet, assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

- (a) the Lessee proves to the satisfaction of the Lessor that the proposed sublessee or assignee is (or in the case of a company the shareholders of the company of the proposed assignee or sublessee are) respectable, responsible and has the financial resources to meet the commitments under any sublease or lease;
- (b) all rent and other moneys payable under this Lease have been

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paid and there is no subsisting breach of any of the Lessee's covenants;

- (c) the Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed sublessee or assignee;
- (d) the Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease; and
- (e) where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such directors and/or shareholders of that company as the Lessor requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.

9.2 **Transfer of Operation, Management, or Ownership:** If, by any statutory provision or regulation, the Lessee is obliged or authorised to:

- (a) enter into an agreement to transfer or assign the operation, management, or ownership of the Prison and/or the Lessee's Improvements or any aspect of operation, management, or ownership of the Prison and/or the Lessee's Improvements to a third party; or
- (b) enter into a public/private partnership with a third party relating to the funding and/or operation, management or ownership of the Prison and/or the Lessee's Improvements or any aspect of the funding, operation, management, or ownership of the Prison and/or the Lessee's Improvements the provisions of clause 9.1 will not apply and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of the operation, management or ownership of the Prison and/or the Lessee's Improvements, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

9.3 **Transfer to a Government Agency:** The Lessee may transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

9.4 **Subletting:** Where the Lessor consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

10 RENEWAL

10.1 **Exercise of Perpetual Right of Renewal:** If the Lessee has observed and performed its covenants under this Lease and has given written notice

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to renew the Lease at least twelve (12) calendar months prior to the end of the Initial Term not being of the essence of such notice) then the Lessor will renew this Lease for the next Subsequent Term from the renewal date as follows:

- (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 11; and
- (b) otherwise the renewed lease will be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.

11 RENT REVIEW

Market Rent Reviews

- 11.1 **Annual Rent on Review:** The Annual Rent payable from any Market Rent Review Date will be determined in accordance with clauses 11.2 to 11.7 plus GST.
- 11.2 **Commencement of Market Review:** The Lessor may commence a market review by not earlier than three (3) months prior to a Market Rent Review Date giving written notice to the Lessee:
 - (a) specifying the sum considered by the Lessor to be the market rental of the Land (as bare land) as at that Market Rent Review Date; and
 - (b) accompanied by a certificate signed by a registered valuer which fixes the market rental as at that Market Rent Review Date at the same figure as that fixed in the Lessor's written notice.
- 11.3 Should the Lessor not have given written notice to the Lessee pursuant to clause 11.2 within three (3) months' following any Market Rent Review Date, the Lessee may at any time thereafter commence the review by giving written notice to the Lessor:
 - (a) specifying the sum considered by the Lessee to be the market rental as at the Market Rent Review Date; and
 - (b) accompanied by a certificate signed by a registered valuer which fixes the market rental as at that Market Rent Review Date at the same figure as that fixed in the Lessee's written notice.
- 11.4 **Disputing Party's Notice:** If, by written notice from one party to the other within twenty eight (28) days after receipt of the Lessor's notice (under clause 11.2) or the Lessee's notice (under clause 11.3) (as the case may be), the other party disputes that the proposed market rental is the market rental of the Land, then the market rental will be determined in accordance with the provisions of clause 11.8.
- 11.5 **Application of Reviewed Annual Rent:** The Annual Rent so determined or accepted will be the Annual Rent from the Market Rent Review Date or the date of the Lessor's notice or Lessee's notice (as the case may be) if such notice is given later than three (3) months after the Market Rent Review Date.
- 11.6 **Payment of Annual Rent Pending Determination:** Pending the determination of the new Annual Rent, the Lessee will pay the Annual Rent payable immediately prior to the Market Rent Review Date. Upon determination of the new Annual Rent, an appropriate adjustment will be made.
- 11.7 **Documenting New Annual Rent:** The new Annual Rent at the option of either party may be recorded in a variation of this Lease, the cost of which

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will be payable by the Lessee.

- 11.8 **Process to Determine New Annual Rent:** Immediately following receipt by a party of a notice given by the other party under clause 11.4, the parties will endeavour to agree upon the market rental but if agreement is not reached within twenty eight (28) days, then the market rental for the Land will be determined by registered valuers acting as experts and not as arbitrators as follows:
- (a) each party will appoint a valuer and give written notice of the appointment to the other party within twenty eight (28) days of the parties agreeing to so determine the market rental;
 - (b) the valuers appointed before commencing their determination will appoint an umpire who will be a registered valuer or Solicitor of the High Court of New Zealand. In the event the valuers fail to agree upon an umpire, the appointment of an umpire will be made by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated on the application of either of the valuers;
 - (c) the valuers will determine the market rental of the Land as at the Market Rent Review Date;
 - (d) each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time or other limits as the valuers or the umpire may prescribe and they will have regard to any such representations but not be bound by them; and
 - (e) when the market rental has been determined, the umpire or valuers will give written notice of the new market rental to the parties. Any umpire notice will provide how the costs of the determination will be apportioned and will be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.

Annual CPI Adjustments

- 11.9 **Annual CPI Adjustment:** On each CPI Rent Review Date the Annual Rent may be subject to an adjustment in accordance with the movement in CPI from the date of the last rent review to the relevant CPI Rent Review Date. The new Annual Rent determined pursuant to this clause shall be payable from the relevant CPI Rent Review Date once it is determined by the Lessor and notified to the Lessee in writing.
- 11.10 **Interim Rent:** Pending determination of the new Annual Rent under clause 11.9, the Lessee will pay the Annual Rent payable immediately prior to the CPI Rent Review Date. On determination of the new Annual Rent, the Lessee will immediately pay any shortfall to the Lessor.
- 11.11 The relevant CPI adjustment that applies from any CPI Rent Review Date shall be calculated as follows:

$$A = B \times (C \div D)$$

Where:

A= The CPI reviewed Annual Rent from the relevant CPI Rent Review Date

B= The Annual Rent payable immediately before the relevant CPI Rent Review Date

C= CPI for the quarter year ending immediately before the relevant CPI Rent Review Date

D= CPI for the quarter year ending immediately before the last CPI Rent Review Date or if there is no previous CPI Rent Review Date, the commencement date of the then current term of Lease (and in the case where A is the CPI reviewed rent for a renewal

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date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement data of the preceding term).

- (a) If the CPI data for the relevant quarter is not published at the relevant CPI Rent Review Date, as soon as the CPI is published an appropriate adjustment will be made to the Annual Rent (if necessary) with effect from the relevant CPI Rent Review Date.
- (b) Notwithstanding any other clause in this Lease, the maximum percentage of any CPI adjustment on a CPI Rent review Date will be 2.5%.

12 GENERAL INDEMNITY

12.1 The Lessee will (to the extent legally permissible) indemnify and hold harmless the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor shall or may be or become liable in respect of and arising from:

- (a) any failure by the Lessee to comply with any obligation imposed on the Lessee under this Lease or by law;
- (b) loss damage, or injury from any cause to property or persons caused or contributed to by the use of the Land by the Lessee or by condition of the Land or any part of the Land; or
- (c) loss, damage or injury from any cause to property or persons within or without Land occasioned or contributed to by any act, omission, neglect, breach, default on the part of the Lessee,

except to the extent where the same has arisen from the act, omission, neglect, breach or default of the Lessor and provided that the Lessor will take all necessary steps to mitigate any loss, liability or damage it may suffer and will not admit liability, settle or compromise any claim without the Lessee's consent.

12.2 Clause 12.1 does not apply while the Lessee is a Government Agency.

13 RE-ENTRY AND INTEREST ON UNPAID MONEY

13.1 **No Right of Re-Entry:** Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity and security of the Prison, the Lessor agrees that it may not cancel the Lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent) while the Lessee remains a Government Agency and/or the Permitted Use continues to include a prison as defined in section 3 of the Corrections Act 2004. For the avoidance of doubt, if the Lease is assigned to a third party under clause 9.1 and the Permitted Use is changed to a use that does not include a prison, the rights and obligations in Part 4, subpart 6 of the Property Law Act 2007 will apply to the Lease from the effective date of assignment and change of Permitted Use.

13.2 If the Lessee defaults in payment of the Annual Rent or any other money payable under this Lease for 10 Working Days, then the Lessee shall pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment down to date of payment provided however while the Lessee remains a Government Agency this provision does not apply.

14 LESSEE'S RIGHT OF EARLY TERMINATION

14.1 **Lessee's Ability to Terminate:** The Lessee may:

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- (a) in its sole discretion and without giving any reasons, terminate this Lease at any time by providing no less than twelve (12) months' notice in writing to the Lessor; or
- (b) terminate this lease at any time by providing not less than six (6) months' notice in writing to the Lessor in the event that the Lessee is not able to obtain, maintain or renew the necessary Consents required to carry out the Permitted Use, in which case the Lessee shall provide the Lessor with reasonable supporting evidence that the Lessee is unable to obtain such Consents.

14.2 **Right to Terminate Without Prejudice to Rights Accrued:** This Lease and the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination, including (without limitation) the Lessee's right to remove any Lessee's Improvements under clause 6.3.

15 LESSEE'S RIGHT OF PARTIAL SURRENDER

- 15.1 **Exercise of Partial Surrender:** The Lessee may, in its sole and absolute discretion and without giving any reasons, partially surrender and convey to the Lessor, this Lease, as it relates to any part of the Land (*Surrender Land*) by providing no less than six (6) months' notice (*Surrender Notice*) in writing at any time to the Lessor. The Lessor must accept any partial surrender of the Lease under this clause. To avoid doubt, the parties agree that the Lessee is able to exercise the right of partial surrender as set out in this clause 15 on more than one occasion.
- 15.2 **Surrender Notice:** A Surrender Notice issued under clause 15.1 must clearly set out the terms and conditions of the partial surrender and must clearly identify the Surrender Land.
- 15.3 **Effective Date of Partial Surrender:** Any partial surrender will be effective from the date that is six (6) months from the date of receipt of the Surrender Notice by the Lessor or such other later date as may be specified in the Surrender Notice (*Surrender Date*).
- 15.4 **Merger with Residual Estate:** The residue of the Term of this Lease as it applies to the Surrender Land will merge with the Lessor's residual estate and be extinguished from the Surrender Date but without prejudice to either party's rights arising in relation to the Surrender Land before the Surrender Date.
- 15.5 **Tasks and Actions:** Following the issue and receipt of a Surrender Notice under clause 15.1, the Lessor and Lessee will complete all tasks and actions necessary to give legal effect to the partial surrender, in particular, the parties will meet as soon as practicable to implement any steps required to give legal effect to the partial surrender which will include, without limitation:
- (a) establishing the adjusted Annual Rent payable under this Lease from the Surrender Date. Such adjusted rent will be a pro-rated proportion of the Annual Rent payable at the date of the Surrender Notice; and
 - (b) the preparation and execution of a deed to be registered against the Record of Title for the Land, to record the terms of the partial surrender and to reflect the adjusted Annual Rent and otherwise set out the legal requirements of the parties and roles and responsibilities to give legal effect to the partial surrender, including, without limitation, survey and re-definition of the land remaining subject to this Lease, subdivision Consent and issue of a replacement leasehold title (as applicable).
- 15.6 **Costs and No Compensation:** The parties must pay their own costs in relation to any actions or tasks required to give effect to this clause 15 and

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otherwise to give legal effect to any partial surrender. The Lessor will not be entitled to claim from the Lessee any damages or compensation arising in any way, either directly or indirectly, from any partial surrender under this clause 15.

- 15.7 **Right to Surrender Without Prejudice to Rights Accrued:** Any partial surrender under this clause 15 will be without prejudice to any rights which have accrued up to the Surrender Date, including (without limitation) the Lessee's right to remove any Lessee's Improvements from the Surrender Land under clause 6.3.

16 **INSURANCE**

- 16.1 **Lessee Responsible for Insurance:** The Lessee will be responsible for insuring any Lessee's Improvements on the Land and may elect to arrange and maintain any such insurance that it considers appropriate, at its sole discretion, and without reference to the Lessor.

- 16.2 **Reinstatement at Lessee's Discretion:** If any of the Lessee's Improvements are damaged or destroyed, then it will be the sole responsibility of the Lessee to decide whether to effect reinstatement or not.

- 16.3 **Public Liability Insurance:** The Lessor and Lessee must each keep a public liability insurance policy applicable to the Land and the Permitted Use current throughout the Term. The policies must provide cover for:

- (a) **Set Amount:** the amount of \$5,000,000.00 (being the amount which may be paid out arising from any single accident or event); and
- (b) **Escalation:** any reasonable escalation in the policy limit, required by either party, subject to one (1) month's notice, and mutual agreement.

- 16.4 **Particulars of Insurance Policies:** The insurance policies effected by the Lessor and Lessee under clause 16.3 must:

- (a) **Recognition of Interest Insured:** recognise the Lessor and Lessee for their respective rights and interests; and
- (b) **Approved Insurer Rating:** be with an insurer carrying a rating of no less than A- Standard & Poors/B+ A M Best.

- 16.5 **Evidence of Insurance:** Each party must, if required, produce a certificate of insurance of evidence as evidence that the insurances required by this clause have been, and continue to be, in effect.

17 **RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST**

- 17.1 **Sale of Land;** If at any time before the expiry or earlier termination of the Term, the Lessor:

- (a) decides to sell or transfer the Lessor's interest in the Land; or
- (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must immediately give written notice (*Lessor's Notice*) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In each case, the Lessor's Notice must include an offer in the form of an agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 17.8.

- 17.2 **Exercise of Option:** The Lessee will have ninety (90) Working Days after

11.2: WHANGANUI PRISON LEASE

and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (*Lessee's Notice*) accepting the offer contained in the Lessor's Notice.

- 17.3 **Lapse of Option:** If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 17.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.
- 17.4 **Re-offer on Better Terms:** If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee (*Lessor's Second Notice*). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 17.8.
- 17.5 **Acceptance of Second Offer:** The Lessee will have forty (40) Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (*Lessee's Second Notice*) accepting the offer contained in the Lessor's Second Notice.
- 17.6 **Lapse of Second Option:** If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 17.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 17.1(b), if applicable) on any terms the Lessor thinks fit.
- 17.7 **Formation of Contract:** On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (*Contract*).
- 17.8 **Terms of Contract:** The terms of the Contract will be modified as follows:
- (a) **Subdivision:** the Lessor shall obtain the necessary subdivision Consent on terms acceptable to the Lessee to allow the Land to be transferred to the Lessee as a separate Record of Title following completion of the necessary survey work;
 - (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply;
 - (c) **Completion:** the Lessee will not be required to complete the purchase earlier than one (1) month from the date of issue of the separate computer register required by clause 17.8.
- 17.9 **Exception to Right of First Refusal:** The right of first refusal set out in clauses 17.1 – 17.8 shall not apply to any transfer or sale from the Lessor to a Hapū Entity, however the Lessee's consent shall be required to such a transfer or sale. The Lessee shall not be entitled to withhold their consent provided that the Lessor can demonstrate that the Hapū Entity is (or will be, following receipt of rent payable by the Lessee under this lease) capable of meeting the Lessor's responsibilities under the Lease.

For the purposes of this clause, "Hapū Entity" means a legal entity which represents one or more of the hapū listed at clause [10.7.2] of the Deed of Settlement.

11.2: WHANGANUI PRISON LEASE

- 18.1 **Acknowledgement of Significance of Prison:** The Lessor and Lessee acknowledge that the Prison operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. The Lessor and Lessee agree that the provisions of this clause 18 are intended to reflect this significance and to ensure that the Lessee is able to carry out the Permitted Uses effectively on the Land. For the avoidance of doubt, the Lessor and the Lessee agree that, notwithstanding the definition of "Lessee" in clause 1.1, for the purposes of this clause 18, the definition of "Lessee" is limited to a Government Agency, and excludes any third party.
- 18.2 **Consequences of Breach of Covenant by Lessor:** If, in the opinion of the Lessee (acting reasonably), the Lessee is unable to carry out the Permitted Uses on the Land, as a direct result of a breach of the Lessor's covenants and obligations under clause 4 of this Lease, the Lessee may, by notice in writing to the Lessor, specify the breach on which the notice is based and require the Lessor to remedy the breach.
- 18.3 **Failure to Remedy:** If, within twenty (20) Working Days after receipt of a notice from the Lessee under clause 18.2 the Lessor fails to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee, without prejudice to any other rights that it may have under this Lease or at common law against the Lessor, may suspend payment of the Annual Rent payable under this Lease until the breach is remedied or the dispute is resolved, without liability for any interest or any other claim.
- 18.4 **Effect of Suspension of Rent:** The suspension of payment of Annual Rent under clause 18.3 by the Lessee will not in any way affect the continuing obligations of the Lessor or the Lessee under this Lease. Suspension of payment of Annual Rent may continue at the Lessee's sole discretion until the breach has been remedied or dispute has been resolved.
- 18.5 **Prior Notice of Intention to Reacquire Land:** If, after following the process set out in clauses 18.2 and 18.3, the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably), the Lessee may provide written notice to the Lessor of its intention to reacquire the fee simple interest in the Land under clause 18.8 (*Reacquisition Notice*).
- 18.6 **Reference to Senior Representatives:** Within ten (10) Working Days of receipt of a Reacquisition Notice, the parties must refer the Lessee's intention to reacquire the fee simple interest in the Land to their senior representatives as notified to each other from time to time, and the senior representatives must meet as soon as practicable to jointly consider and, if possible agree, whether the Lessee should reacquire the fee simple interest in the Land.
- 18.7 **Consequences of Failure to Reach Agreement:** If there is no joint agreement reached by the senior representatives as to whether the Lessee should reacquire the fee simple interest in the Land within a further period of thirty (30) Working Days from their initial meeting to consider the issue, and the breach has not otherwise been resolved, then the Lessee may exercise the right of reacquisition in accordance with clauses 18.8 and 18.9.
- 18.8 **Lessee's Right of Reacquisition:** If, after following the process set out in clauses 18.2, 18.3, 18.5, 18.6, and 18.7 the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee may, by notice in writing to the Lessor from the Minister of Corrections, elect to reacquire the fee simple interest in the Land.
- 18.9 **Terms of Reacquisition:** The terms of any reacquisition of the fee simple interest in the Land under clause 18.5 will be as follows:
- (a) **Subdivision:** if required, the Lessor shall obtain the necessary subdivision Consent on terms acceptable to the Lessee to allow the Land to be transferred to the Lessee as a separate Record of

11.2: WHANGANUI PRISON LEASE

Title following completion of the necessary survey work;

- (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply;
- (c) **Completion:** the Lessee will not be required to complete the purchase earlier than one (1) month from the date of issue of the separate Record of Title required by clause 18.9(a); and
- (d) **Purchase Price:** the purchase price payable will be the relevant proportion of the purchase price applicable to the Land paid by the Lessor when it acquired the Land, increased by an amount which is commensurate with any increase in the CPI over the Term of the Lease from the Commencement Date, up until the date of the service of the notice under clause 18.8.

19 ENTIRE AGREEMENT

- 19.1 **Entire Agreement:** This Lease (together with the agreement for transfer and leaseback between the Lessee as vendor and the Lessor as purchaser in relation to the Land, and all licences and easements entered into under that agreement) constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation will be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

20 DIFFERENCES AND DISPUTES

- 20.1 **Disputes:** If a dispute or difference arises between the Lessor and the Lessee (other than a dispute or difference to which clause 18 applies), the dispute must be resolved in accordance with the provisions of this clause.
- 20.2 **Resolution of Disputes:** Nothing in this clause prevents:
- (a) a party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause; or
 - (b) the parties meeting at any time to seek to resolve a dispute.
- 20.3 **Notice of Dispute:** If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute (*Notice of Dispute*).
- 20.4 **Request for Further Information:** A party who receives a Notice of Dispute under clause 20.3 may, within five (5) Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information relating to the dispute.
- 20.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:
- (a) **Meeting of Representatives:** one or more representatives of each party will meet, within ten (10) Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and
 - (b) **Meeting of Chief Executives:** if those representatives do not resolve the dispute within five (5) Working Days of their first meeting, then within ten (10) Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to

11.2: WHANGANUI PRISON LEASE

discuss and attempt to resolve the dispute.

- 20.6 **Appointment of a Mediator:** If a dispute is not resolved within ten (10) Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 20.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.
- 20.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within fifteen (15) Working Days of the meeting of the Chief Executives or Chairpersons under clause 20.5(b), then either party may request the president of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a mediator.
- 20.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:
- (a) identify the subject matter of the dispute;
 - (b) identify the provisions of this Lease relevant to the dispute;
 - (c) discuss each other's position in relation to the dispute;
 - (d) listen to any comments made by the mediator; and
 - (e) attempt to resolve the dispute by mutual agreement.
- 20.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined -by the mediator.
- 20.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.
- 20.11 **Costs of Mediation:** The parties wilt share equally the costs of the mediation unless otherwise agreed by the parties.
- 20.12 **Arbitration:** If the dispute is not resolved by mediation within a further twenty (20) Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:
- (a) the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
 - (b) the arbitration will take place in New Zealand; and
 - (c) the award in the arbitration will be final and binding on the parties.
- 20.13 **Time Limits:** The parties may agree to extend any of the time limits in this clause.
- 20.14 **Appointment of Arbitrator:** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.
- 20.15 **Rent Review Excluded:** This clause does not apply to any rent review under clause 11.

11.2: WHANGANUI PRISON LEASE

21.1	Service of Notices: Any notice or document required or authorised to be given or served under this Lease may be given or served unless otherwise required by sections 352 to 361 of the Property Law Act 2007: (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or (b) by personal delivery, or by posting by registered mail or ordinary mail or by email to the address of the party to be notified, as set out in Schedule One, or to such other address as either party may notify to the other in writing.
21.2	Time of Service: Any notice or other document will be treated as given or served and received by the other party: (a) Delivery: when received by the addressee; (b) Post: three (3) Working Days after being posted to the addressee's last known address in New Zealand; or (c) Email: when acknowledged by the addressee by return email or otherwise in writing,
21.3	Signature of Notices: Any notice or document to be given or served under this Lease must be in writing and may be signed by: (a) Attorney etc: any attorney, officer, employee or solicitor for the party serving or giving the notice; or (b) Authorised Person: the party serving the notice or any other person authorised by that party.
22	PROPERTY LAW ACT
22.1	The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.
23	REGISTRATION OF LEASE
23.1	Lease to be Registered: The parties agree that this Lease will be registered against the Record of Title for the Land under the provisions of the Land Transfer Act 2017 at the expense of the Lessee. The Lessor consents to the Lessee caveating the Record of Title for the Land to protect the Lessee's interest prior to registration.
24	COSTS
24.1	Lessee to pay Lessor's Costs: The Lessee shall pay the Lessor's reasonable costs of and incidental to the negotiation, preparation and execution of this Lease and of any variation, renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
25	SECURITY AND HEALTH AND SAFETY
25.1	The Lessor acknowledges that the Prison operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. Accordingly, the Lessor and its employees, contractors or invitees will comply with the Lessee's security and operational requirements, and health and safety processes and procedures, as notified to the Lessor from time to time.
26	WAHI TAPU (HISTORIC AND SACRED PLACES)
26.1	The Lessee will safeguard at its own expense all graves of the tangata whenua and monuments, historic places, sacred places and places of

DOCUMENTS

11.2: WHANGANUI PRISON LEASE

archaeological consequence in or on the Land that may be unearthed, located or discovered during the term of this Lease.

- 26.2 If the Lessee discovers any human remains on the Land, it must notify the Lessor of the discovery as soon as possible and the Lessee must give the Lessor the opportunity to re-inter those remains in any burial ground(s). Pending reinterment or any decision of the Lessor not to re-inter, the remains will be regarded and treated with respect and proper provisions are to be made with all due reverence for their interim safety and custody.

27 NGA TAONGA TUTURU (PROTECTED OBJECTS)

- 27.1 Subject to the Protected Objects Act 1975, if during the term of this Lease any taonga tuturu is discovered by the Lessee, it must take all reasonable practicable steps to safeguard the taonga tuturu, consult with the Lessor and comply with the Lessor's reasonable directions as to the disposal of the taonga tuturu. If the Lessor has not reached or implemented any decision as to the disposal of any taonga tuturu discovered by the Lessee by the expiry of the Term, the Lessee as bailee without any recourse from the Lessor or any other third party will be entitled to hand over such taonga tuturu to any appropriate authority chosen by the Lessee.

EXECUTED AND DELIVERED AS A DEED:

Signed by [TBC] as Lessor by:

Full Name of Director / Authorised Signatory Signature of Director / Authorised Signatory

Full Name of Director / Authorised Signatory Signature of Director / Authorised Signatory

Witnessed by:

Witness Signature:

Name:

Address:

Signed by **THE SOVEREIGN** in right of New Zealand acting by and through the Chief Executive of the Department of Corrections as Lessee in the presence of:

Full Name: _____ Signature: _____

Witnessed by: _____

Witness Signature: _____

Name: _____

Address: _____

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11.2: WHANGANUI PRISON LEASE

SCHEDULE ONE: REFERENCE SCHEDULE	
Commencement Date	[TBC]
Initial Term	From the commencement date until 1 July 2044 <i>[Completion Note: Initial Term may be amended to reflect Consent terms when known]</i>
Termination Date	1 July 2044 subject to renewal in accordance with clause 10, or earlier termination
Subsequent Terms	Perpetually renewable terms of twelve (12) years each
Annual Rent	[TBC]
Market Rent Review Dates	[TBC]
CPI Rent Review Dates	[TBC]
Permitted Uses	a) a prison as defined in section 3 of the Corrections Act 2004; b) a residence or youth justice residence (as those terms are defined in the Oranga Tamariki Act 1989); c) any activities and uses related to the operation of the Corrections system (which may include Ministry of Justice, New Zealand Police, Oranga Tamariki, or Immigration New Zealand activities and uses); d) uses ancillary to a prison, including but not limited to: i. the provision of healthcare (including dental) services to prisoners, ii. providing a facility for the detention of prisoners or other persons in custody while in transit between prison locations; iii. forestry, farming, horticulture or agriculture operations; iv. prisoner employment and related business initiatives; and v. and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a prison on the Land; e) accommodation of former prisoners (offenders) and any other persons on the Land as and when required; f) emergency use by the Crown or local authority as part of disaster recovery

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11.2: WHANGANUI PRISON LEASE

	operations; and g) provision for a secondary use for government works under the Public Works Act 1981 if part of the Land (but not a significant part being more than half of the Land) is not required for prison purposes. <i>[Completion Note – the Permitted Use definition is subject to amendment to reflect Corrections’ requirements at the time the parties enter into the lease]</i>
Lessor’s contact details	Contact Person: [TBC] Postal Address: [TBC] Physical Address: [TBC] Phone number: [TBC] Email Address: [TBC]
Lessee’s contact details	Contact Person: [TBC] Postal Address: [TBC] Physical Address: [TBC] Phone number: [TBC] Email Address: [TBC]

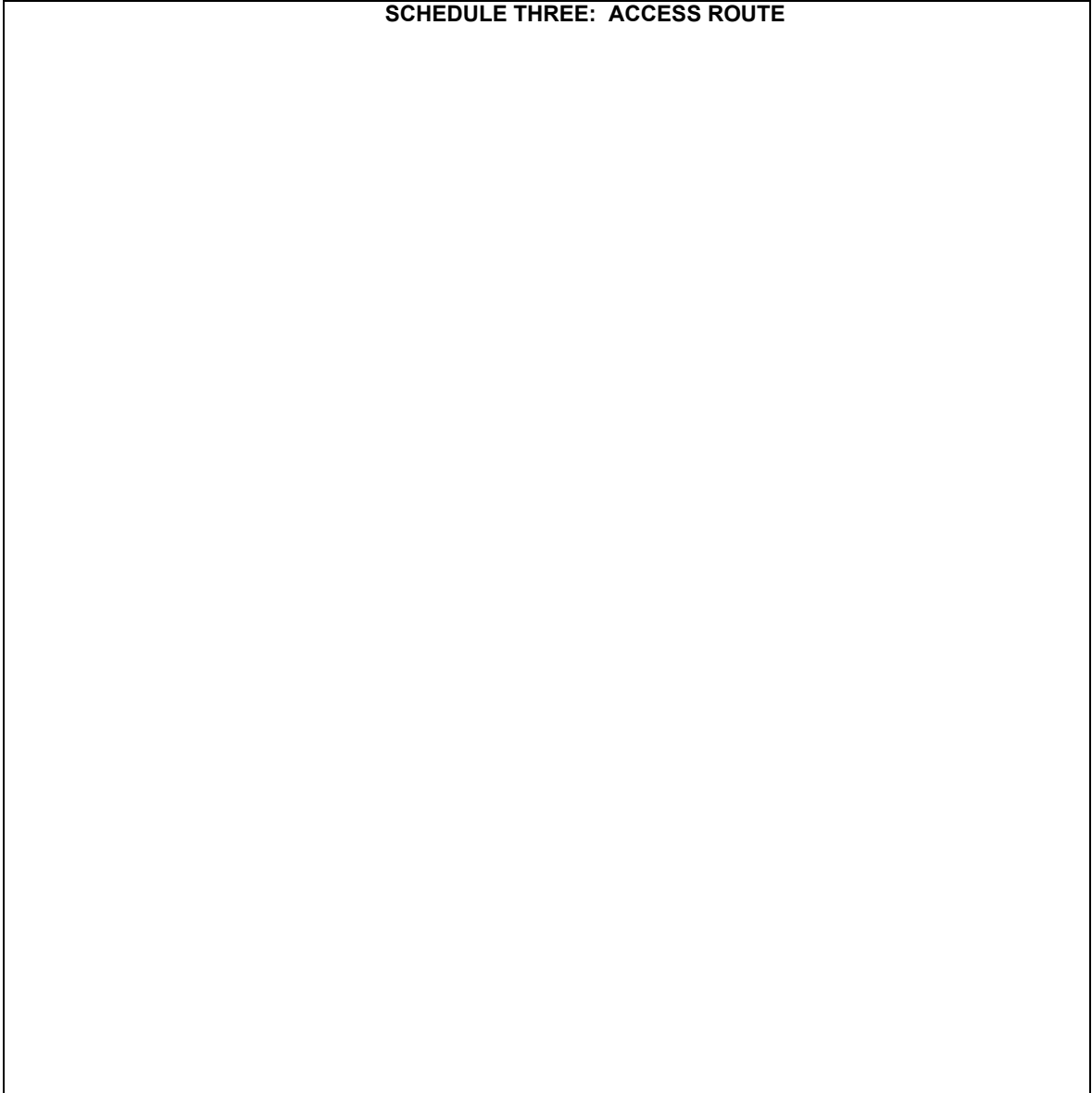
DOCUMENTS

11.2: WHANGANUI PRISON LEASE

SCHEDULE TWO: PLAN

11.2: WHANGANUI PRISON LEASE

SCHEDULE THREE: ACCESS ROUTE



11.2: WHANGANUI PRISON LEASE

SCHEDULE FOUR: LICENSED AREA AND TERMS OF LICENCE

11.3 WHANGANUI INTERMEDIATE SCHOOL LEASE

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

Lessor

Lessee

HIS MAJESTY THE KING for education purposes

Estate or Interest

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

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule (Items 2 and 4 of Schedule A)

Rental

See Annexure Schedule

Lease and Terms of Lease

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

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Attestation

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

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

Certified correct for the purposes of the Land Transfer Act 2017

_____ _____ _____

Solicitor for the Lessee

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

Page 1 of 21 Pages

Insert instrument type

Lease Instrument

BACKGROUND

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

SCHEDULE A

ITEM 1 THE LAND

[*insert area*] more or less being [*insert lot description*] held in [*insert title or gazette notice description*], situated at [*insert physical address - note that improvements are excluded*].

ITEM 2 START DATE

[*insert start date*].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

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

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F continued

Annexure Schedule

Page 2 of 21 Pages

Insert instrument type

Lease Instrument

- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

Education Purposes.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

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

ITEM 9 LESSEE'S IMPROVEMENTS

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

[]

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

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F continued

Annexure Schedule

Page 3 of 21 Pages

Insert instrument type

Lease Instrument

ITEM 10 CLAUSE 16.5 NOTICE

To: [Takapau Whāriki Trust] ("the Lessor")

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

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

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

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

SCHEDULE

[]

[Form of execution by Lender]

[Date]

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F continued

Annexure Schedule

Page 4 of 21 Pages

Insert instrument type

Lease Instrument

ITEM 11 CLAUSE 16.6 NOTICE

To: [Takapau Whāriki Trust] ("the Lessor")

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

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

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

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

SCHEDULE

[]

[Form of execution by Lender]

[Date]

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

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

Page 5 of 21 Pages

Insert instrument type

Lease Instrument

SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

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

1.2 The term "Lessee" includes and binds:

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

1.3 "Business Day" means a day that is not:

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

1.4 "Contamination" has the meaning corresponding to that given to "Contaminant" in section 2(1) of the Resource Management Act 1991 and includes:

- (a) asbestos and asbestos containing material;

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

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- (b) refrigerant emissions, ozone depleting substances, and polychlorinated biphenyls; and
 - (c) any other illegal, detrimental, dangerous, combustible or unhealthy substance,
- and is to be interpreted as contaminants in any state, levels or concentrations that are unsafe or pose a danger, threat or risk to life, health and/or safety including as specified or determined in accordance with any prevailing national standards, Ministry of Health guidelines, occupational safety codes of practice and/or compliance or other applicable legislative or regulatory requirements from time to time.
- 1.5 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.
- 1.6 “Crown Organisation” means the Crown, all instruments of the His Majesty the King, and includes, but is not limited to:
- (a) offices of Parliament;
 - (b) the Reserve Bank of New Zealand, as continued under section 5 of the Reserve Bank of New Zealand Act 1989;
 - (c) the entities listed in Schedule 4 and Schedule 4A to the Public Finance Act 1989;
 - (d) the Crown entities as defined in section 7(1) of the Crown Entities Act 2004;
 - (e) state enterprises (as defined in the State-owned Enterprises Act 1986); and
 - (f) each local authority, as defined in section 5 of the Local Government Act 2002;
- 1.7 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.8 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.9 “Legislation” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.10 “Lessee’s Improvements” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.

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1.11 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.

1.12 "Maintenance" includes repair.

1.13 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.

1.14 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

2 Payment of Annual Rent

2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.

2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.

2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

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

3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:

(a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or

(b) the Nominal Value being:

(i) during the initial Term: a value based on 3% growth per annum of the Transfer Value of the Land; or

(ii) for subsequent Terms: a value based on 3% growth per annum of the reset Nominal Value as calculated in clause 3.4.

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

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

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

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

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.

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- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 **Payment of Lessee Outgoings**

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

5 **Valuation Roll**

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

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6 **Utility Charges**

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

7 **Goods and Services Tax**

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

8 **Interest**

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

9 **Permitted Use of Land**

- 9.1 The Lessee will only use the Land for the Permitted Use.
- 9.2 Notwithstanding clause 9.1 the Lessee may seek the Lessor's written consent to vary the Permitted Use. The Lessor's consent will not be unreasonably withheld or delayed where:
- (a) the proposed Permitted Use is compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management; and
 - (b) consultation for the purposes of clause 9.3 has occurred.
- 9.3 If the Lessee gives the Lessor written notice seeking the Lessor's consent to vary the Permitted Use the parties will, as soon as reasonably practicable, consult on the terms of any corresponding or consequential variations that either party may propose to the Lease, including (but not limited to) the amendment of clauses 3.2 and 22.1.

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10 **Designation**

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

11 **Compliance with Law**

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

12 **Hazards**

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

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly remedy, reinstate or otherwise return the state of the Land to a "fit for purpose" condition including by addressing any hazards for the protection of occupants of the site and eliminating or minimising (to the extent reasonably practicable) any hazards as soon as possible ("Remediation Works").

12.3 If:

- (a) the Lessee has given the Lessor written notice of circumstances requiring Remediation Works; and
- (b) the Lessor has not undertaken material steps in respect of the Remediation Works within a period of not less than [20] Business Days from the date of receipt of the Lessee's written notice,

then without prejudice to the Lessee's other rights and remedies expressed or implied in this Lease, the Lessee may, at its discretion in all things, by the Lessee's employees and contractors, with all necessary equipment and material at all reasonable times, execute the Remediation Works.

12.4 Any Remediation Works undertaken by the Lessee under this clause 12 will not release the Lessor from any liability in respect of any breach of any expressed or implied covenant, condition or agreement contained in this Lease.

12.5 Notwithstanding clauses 12.3 and 12.4, upon the written request of either party given at any stage prior to completion of the Remediation Works, the parties will meet to consult and negotiate in good faith as to any matter concerning the Remediation Works, including which party is best placed to undertake the Remediation Works and the costs of the Remediation Works.

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13 **Damage or Destruction**13.1 **Total Destruction**

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

13.2 **Partial Destruction**

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

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

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13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
 - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

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

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

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

14 Contamination

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

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

15 **Easements**

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

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

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

16 **Lessee's Improvements**

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

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

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

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

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- 16.5 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.6 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.7 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.8 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 17 Rubbish Removal**
- The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
- 18 Signs**
- The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.
- 19 Insurance**
- 19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Organisation permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.
- 20 Fencing**
- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

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21 Quiet Enjoyment

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

22 Assignment and subletting

- 22.1 The Lessee may:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

for Education Purposes, without the Lessor's consent.

- 22.2 The Lessee may otherwise:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

provided the Lessee obtains the Lessor's prior written consent, which will be given if the following conditions are fulfilled:

- (i) in the case of a transfer the Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee is (and in the case of a company that the shareholders of the proposed transferee are) respectable responsible and has the financial resources to meet the Lessee's commitments under this Lease;
- (ii) all rent and other money payable have been paid and there is not any significant existing material breach of any of the Lessee's covenants under this Lease;
- (iii) in the case of a transfer, a transfer or such other instrument in customary form approved or prepared by the Lessor is duly executed by the Lessee and delivered to the Lessor;

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- (iv) the Lessee pays the Lessor's reasonable costs and disbursements in respect of:
 - (A) the approval and the preparation of any transfer instrument; and
 - (B) (if appropriate) all reasonable fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Lessor concerning any proposed transferee, sublessee or guarantor. All such costs shall be payable whether or not the transaction proceeds; and
- (v) the Lessee has complied with its obligations (if any) under section 40 of the Public Works Act 1981.

23 Occupancy by School Board of Trustees

- 23.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.
- 23.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 23.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020.

24 Lessee Break Option

- 24.1 The Lessee may at any time end this Lease as it relates to any part of the Land ("Surrendered Land") by giving not less than six months' notice in writing to the Lessor. At the end of the notice period ("Surrender Date") the Lease in respect of the Surrendered Land will end and the Lessee will pay the Break Fee calculated in accordance with clause 24.4 to the Lessor.
- 24.2 Where the Surrendered Land comprises part of the Land the Lessee must procure (if required and at its cost):
 - (a) a plan prepared by a registered surveyor identifying the Surrendered Land and the Land that remains subject to this Lease ("Balance Land"); and
 - (b) the registration of the partial surrender of the Lease on the fee simple and leasehold records of title.

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- 24.3 The adjusted Annual Rent payable in respect of the Balance Land from the Surrender Date will be a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Balance Land bears to the total area of the Land.
- 24.4 For the purposes of clause 24.1, "Break Fee" means a further 12 months' rent in respect of the Surrendered Land. Where the Surrendered Land comprises part of the Land, the monthly rent payable in respect of the Surrendered Land will, at the election of the Lessor, be calculated on the basis of either:
- (a) a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Surrendered Land bears to the total area of the Land ("Pro-rata Calculation"); and
 - (b) 6% of the Current Market Value for the Surrendered Land as at the Surrender Date assessed at the cost of the Lessor in accordance with clause 3 ("CMV Calculation"), provided that the monthly rent payable under the CMV Calculation will not be more than the monthly rent payable under the Pro-rata Calculation.
- 24.5 The Lessor agrees to accept the Break Fee in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.
- 24.6 The Lessor and the Lessee will complete all tasks and actions necessary to give legal effect to the surrender at the Lessee's cost.

25 **Breach**

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

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26 Notice of Breach

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

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

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

27 Renewal

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

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

28 Right of First Refusal for Lessor's Interest

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

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

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

28.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

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

29 Exclusion of Implied Provisions

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

(a) Clause 11 – Power to inspect premises.

30 Entire Agreement

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

31 Disputes

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

32 Service of Notices

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

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6140

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

[insert contact details]

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

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

Page 21 of 21 Pages

Insert instrument type

Lease Instrument

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

33 **Registration of Lease**

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

34 **Costs**

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

35 **Counterparts and Electronic Signatures**

The parties agree that either party may sign this lease electronically in two or more counterparts, all of which will together be deemed to constitute one and the same lease which may be sent to the other by email. If a party signs this lease by electronic means, that party represents and warrants to the other party that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

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

11.4 WHANGANUI COMMUNITY PROBATION CENTRE LEASE

DOCUMENTS

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Completion Note: There are a number of terms in the lease which are to be confirmed or completed by Corrections prior to execution. These are indicated by notes or highlighting where relevant.

Form 11

Lease instrument

(Section 91 Land Transfer Act 2017)

Record of Title (unique identifier)	All/part	Area/Description of part
223299	All	Lot 1 Deposited Plan 354737 and Section 255 Town of Wanganui

Lessor

[TBC]

Lessee

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Department of Corrections

Estate or Interest

Insert "fee simple", "leasehold in lease number" etc.

Fee Simple

Lease Memorandum Number (if applicable)

N/A

Term

As set out in the Annexure Schedule

Rental

As set out in the Annexure Schedule

Lease and Terms of Lease

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

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

DOCUMENTS

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Continue in additional Annexure Schedule, if required

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Lease, unless the context indicates otherwise:

- (a) **Annual Rent** means the rent for the Land specified in Schedule One, subject to review as set out in this Lease;
- (b) **Authority** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use;
- (c) **Commencement Date** means the date of commencement of the Initial Term specified in Schedule One;
- (d) **Consent** means any building consent, resource consent or approval or other statutory or regulatory consent or approval, including renewals or variations of such, whether issued by local or regional councils or any other relevant Authorities, and **Consents** has a corresponding meaning;
- (e) **CPI** means the consumer price index (all groups) as published by Statistics New Zealand or its successor (or, if that index ceases to be published or otherwise ceases to be available to the parties, means such other index as measures, in a manner which most clearly resembles the manner in which the consumer price index (all groups) measures, inflation or deflation in New Zealand immediately prior to becoming unavailable to the parties or ceasing to be published);
- (f) **Crown Organisation** means the Lessee and any other entity that is part of the New Zealand Crown that may become lessee under this lease, including
 - (i) the Crown as defined in the Public Finance Act 1989;
 - (ii) any Crown Entity as defined in the Crown Entities Act 2004; and
 - (iii) any State enterprise as defined in the State-Owned Enterprises Act 1986
- (g) **Deed of Settlement** means the Deed of Settlement of Historic Claims between [parties] and the Crown dated [date];
- (h) **Default Interest Rate** means the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5% per annum;
- (i) **District Plan** means an operative or proposed district plan under the Resource Management Act 1991 or equivalent successor legislation;
- (j) **Government Agency** includes any department or instrument of the Executive Government of New Zealand; and, includes:
 - (i) a body corporate or corporation sole (whether called a corporation, commission, council, board, authority, or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
 - (ii) a body corporate, entity or organisation that is controlled or wholly owned by the Crown, a Minister of the Crown or by any Government Department;
 - (iii) a Crown Entity within the meaning of the Crown Entities Act 2004; and

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

- (iv) any partnership or other legal relationship that includes a Government Agency as a participant.
- (k) **GST** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution of that tax;
- (l) **Land** means the land described on the first page of the instrument and indicated on the Plan attached to this lease but excludes the Lessee's Improvements;
- (m) **Lessee** means The Sovereign in right of New Zealand acting by and through the Chief Executive of the Department of Corrections, and includes all the respective executors, administrators, successors, assigns and successors in title of the lessee and if more than one jointly and severally
- (n) **Lessee's Improvements** means the Lessee's Improvements situated in, or on, the Land and includes (but is not limited to):
 - (i) all buildings, or other fixed structures including any fencing and gates (electric and manual);
 - (ii) concrete, asphalt, paved or tiled roadway, sealed yards, paths, lawns, gardens, freestanding electric vehicle charges and associated cabling;
 - (iii) all of the Lessee's equipment, plant and machinery located on the Land including equipment related to security, infrastructure required for the conduct of electricity, water, sewage, stormwater, gas, telecommunications and computer media to and from the Service Centre; and
 - (iv) other like property of any kind whatsoever;

whether those improvements are made, constructed or placed on the Land by the Lessee or by any third party appointed by the Lessee or as may be required in the future to conduct the Lessee's business before or after the Commencement Date.
- (o) **Lessee's Outgoings** mean:
 - (i) rates, charges, taxes, assessments, duties, impositions, fees or levies payable to any local or territorial authority;
 - (ii) charges for water, gas, electricity, telephones and other utilities or services;
 - (iii) rubbish collection charges;
 - (iv) all charges relating to the repair and maintenance of any Lessee Improvements (whether of a structural nature or not);
 - (v) the cost of landscaping and ground maintenance;
 - (vi) car parking area maintenance and repair;
 - (vii) all costs associated with the repair, maintenance or replacement of any fencing on the Land; and
 - (viii) any land tax or tax in the nature of a land tax;

in respect to the Land and Improvements and includes any other outgoings related to the Lessee's use of the Land, the Permitted Uses or for any use consented to under clause 4.5;

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

- (p) **Lessor** means [TBC] and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;
- (q) **Month** means calendar month;
- (r) **Plan** means the plan of the Land attached as Schedule Two;
- (s) **Rates** means all rates payable to the district or regional council and relating to the Land;
- (t) **Service Centre** means a facility to provide the administrative offices for the community probation service managed by the Lessee (or similar service operated in addition to, or substitution for a community probation service), which may include a Community Work Centre established under section 30 of the Corrections Act 2004;
- (u) **Term** means the term of this Lease and includes the Initial Term and any further Renewal Terms;
- (v) **Utility Services** means all utility and other services that are or will be in the future connected and/or supplied to the Land, including (without limitation), water, stormwater, sewerage, drainage, electricity, gas, telecommunications and computer media that are located outside the Land and are not Lessee's Improvements, but are essential to the Lessee's ability to carry out the Permitted Use on the Land; and
- (w) **Working Day** has the meaning given to it in the Property Law Act 2007.

1.2 Interpretation: In this Lease, unless the context indicates otherwise:

- (a) **Building Act Terms:** the terms Building Work, Code Compliance Certificate and Certificate for Public Use have the meanings given to those terms in the Building Act 2004;
- (b) **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background;
- (c) **Headings:** section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (d) **Joint and Several Obligations:** where two or more persons are bound by a provision of this lease, that provision will bind those persons jointly and each of them severally;
- (e) **Parties:** the expressions "Lessor" and "Lessee" include their respective successors and assigns (if permitted in the case of the Lessee under clause 10) and where the context permits the Lessee includes the Lessee's sublessee's and other lawful occupiers of the Land and Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee);
- (f) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (g) **Plural and Singular:** references to the singular include the plural and vice versa;
- (h) **Clauses/Schedules/Attachments:** references to clauses,

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;

- (i) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (j) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (k) **Schedule Terms:** the terms Initial Term, Permitted Use, Renewal Term(s), CPI Rent Review Dates, Market Rent Review Dates, Termination Date and Final Expiry Date, together with the other terms set out in Schedule One, will be interpreted by reference to Schedule One;
- (l) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- (m) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2 LEASE AND TERM

- 2.1 **Grant of Lease:** The Lessor leases the Land to the Lessee and the Lessee takes the Land on lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent, as specified in Schedule One, subject to any renewals in accordance with clause 3.

3 RIGHT OF RENEWAL

3.1 Precondition: if:

- (a) **Written Notice:** at least three months before the Termination Date, the Lessee gives the Lessor written notice of the Lessee's wish to renew this lease; and
- (b) **Compliance by Lessee:** the Lessee has complied with all of the Lessee's obligations under this lease

then the Lessor will renew this lease at the Lessee's cost for the Renewal Term beginning on the day following the Termination Date.

- 3.2 **Rent on Renewal:** Subject to clause 3.4, the Annual Rent payable from the beginning of each Renewal Term will be:

- (a) **Current Market Rent:** the current market rent of the Land at the beginning of the relevant Renewal Term; and
- (b) **Determined as if Rent Review:** determined using the terms of this lease relating to rent reviews as if the commencement date of the relevant Renewal Term were a Rent Review Date.

- 3.3 **Terms of Renewed Lease:** The renewed lease will be on the same terms as this lease but will exclude this present term for renewal unless further Renewal Term(s) are specified in the schedule. If so, the renewed lease will contain rights to renew for those Renewal Term(s) to the same effect as clauses 3.1 – 3.5 (inclusive). The Term must never expire later

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

than the Final Expiry Date.

- 3.4 **Reviews of Rent:** The Annual Rent payable during each Renewal Term will be subject to review:

- (a) **Set Dates:** on the Rent Review Date(s); or
- (b) **No Dates Specified:** at intervals of time equivalent to those provided for rent reviews during the Initial Term, if no Rent Review Date(s) are specified in the schedule for any Renewal Terms.

- 3.5 **Holding Over:** If, other than under a renewal of this lease or the grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Land after the end or earlier termination of the Term, the occupation will be a periodic tenancy only, determinable by 20 Working Days' notice by either the Lessor or the Lessee to the other of them, at the rent then payable and otherwise on the same terms and conditions (as far as applicable to a periodic tenancy) as are contained in this lease.

4 LESSEE'S COVENANTS

- 4.1 **Payment of Annual Rent:** The Lessee must pay the Annual Rent to the Lessor by equal annual payments in advance, with the first payment to be made on the Commencement Date, and all subsequent payments to be paid on the anniversary of the Commencement Date.

- 4.2 **No Deduction or Set-Off:** Subject to clause 17.3, all rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

- 4.3 **GST:** The Lessee will pay to the Lessor, or as the Lessor directs, the GST payable by the Lessor in respect of the Annual Rent and any other payments payable by the Lessee under this Lease. The GST in respect of the Annual Rent will be payable on each occasion when any rental payment falls due for payment and in respect of any other payment will be payable on demand.

- 4.4 **Payment of Outgoings:** To the extent that they are separately assessed or charged, the Lessee will pay the Lessee Outgoings in respect of the Improvements direct to the relevant Authority or supplier concerned and, if permitted by law the Lessee will be entered on the rating information database and the district valuation roll as the ratepayer in respect of the Land.

- 4.5 **Use of Land:**

- (a) **Permitted Use:** subject to clause 4.5(b), the Lessee must use the Land for the Permitted Use.
- (b) **Change of Permitted Use:** The Lessee may use the Land for a use or activity other than the Permitted Use but only with the Lessor's prior written consent. The Lessor must not withhold its consent to any change of, or addition to, the Permitted Uses:
 - (i) for which the Land is reasonably suitable; and
 - (ii) which complies with all Authorities' Requirements.

For the avoidance of doubt, the parties agree that any cessation or suspension of the use of the Land or part of the Land for the Permitted Uses for any period of time is not a breach of this clause.

- 4.6 **Use of Land other than by a Crown Organisation or Government**

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Agency: The Lessee will not:

- (a) do anything or allow anything to be done on the Land that may be or grow to be a nuisance, disturbance or annoyance to the Lessor or any other person and the Lessee will generally conduct the Lessee's activities on the Land in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to the Lessor or any other person;
- (b) use the Land or allow them to be used for any noisy, noxious, illegal or offensive activity;
- (c) bring, or permit to be brought, on to the Land any material of a dangerous, flammable, or explosive nature without first complying with all laws then in force relating to the handling and storage of such materials and with the requirements of the insurers for the Lessor and Lessee; or
- (d) object to or procure any third party to object to any application of the Lessor (or its lessees or licensees) for a plan change, licence, permit or Consent under the Resource Management Act 1991, the Building Act 2004, the Local Government Act 2002 or any other statute where a plan change, licence, permit or Consent is required to undertake any development in the vicinity of the Land and the Lessee will promptly where requested by the Lessor sign a consent or acknowledgement (in such form as the Lessor reasonably requires) confirming that it has no such objection,

but this clause 4.6 does not apply when the Lessee is a Crown Organisation or Government Agency.

- 4.7 **Compliance with the Law:** The Lessee will comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to, or affecting the Land or the conduct of the Permitted Uses on the Land and will also at the Lessee's own cost comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any Authority in respect of the Land or the Lessee's conduct of the Permitted Uses on the Land or the Lessee's Improvements on the Land including (but not limited to) compliance with the Corrections Act 2004 and Corrections Regulations 2005.

- 4.8 **Avoidance of Danger:** The Lessee will:

- (a) take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and must not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard; and
- (b) promptly remedy any danger or hazard that may arise on the Land, including the remediation of any contaminated land (as that term is defined in the Resource Management Act 1991).

- 4.9 **Maintenance of Lessee's Improvements:** The Lessee will at the Lessee's own expense keep any Lessee's Improvements on the Land in good order, condition and repair during the Term of this Lease.

- 4.10 **No Lessor Maintenance:** The Lessee acknowledges that the Lessor has no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

- 4.11 **Rubbish Removal:** The Lessee will regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

containers in a tidy condition. The Lessee will also at the Lessee's own expense cause to be removed all trade waste boxes and other goods or rubbish not removed in the ordinary course by the Territorial Authority.

- 4.12 **Signage:** The Lessee may affix names, signs, nameplates, and signboards relating to the Permitted Use without the consent of the Lessor.
- 4.13 **Construction or Alteration to Lessee's Improvements:** The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements necessary or incidental to the Permitted Use without any consent or approval from the Lessor. The Lessee must obtain the prior written consent of the Lessor, (which must not be unreasonably withheld or delayed) to the construction of any Lessee's Improvements that are not necessary or incidental to the Permitted Use.

5 LESSOR'S COVENANTS

- 5.1 **Quiet Enjoyment:** The Lessee, paying the rent and performing and observing all the covenants and agreements expressed and implied in this Lease, shall quietly hold and enjoy the Land throughout the Term (and shall be entitled, without limitation, to any rights as grantee or grantor in relation to any easements granted in favour of the Land), without any interruption or disturbance by the Lessor or any person claiming under the Lessor.
- 5.2 **Lessor's Property:** The Lessor must not during the Term of this Lease place any Lessor's property on the Land.
- 5.3 **Grant of Additional Rights:** The Lessor must not cancel, surrender, modify or grant any easement, mortgage or any other registered or unregistered interest over or in favour of the Land or change the status of the Land in any way that would prejudice the ability of the Lessee to undertake the Permitted Use, without the Lessee's prior written consent, which may be withheld at the Lessee's sole discretion or may be granted subject to conditions.
- 5.4 **Consent not to be Unreasonably Withheld:** If this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:
- (a) must not unreasonably withhold consent, and
 - (b) must, within a reasonable time of the Lessor's consent being requested:
 - (i) grant that consent; or
 - (ii) notify the Lessee in writing that the consent is withheld.
- 5.5 **Utility Services:** The Lessor and Lessee agree that:
- (a) neither the Lessor nor its employees, contractors or invitees will interfere with any Utility Services required by the Lessee, to the boundary of the Land;
 - (b) the Lessee must ensure the Utility Services are maintained and provided in proper working order at all times, including undertaking reasonable maintenance as necessary;
 - (c) should Utility Services not be provided to the Land for any reason at the date of commencement of this Lease, the Lessee may enter upon any land that adjoins the Land and is owned by the Lessor, to arrange for any necessary works on, under or over that land to supply or restore the Utility Services to the Land, at the

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Lessee's cost;

(d) **Utility Service Charges:**

- (i) **Lessor to pay Utility Services Charges:** the Lessee must promptly pay to the relevant Authority or supplier all charges for Utility Services which are separately metered or charged to the Land.
- (ii) **Meters:** if the Lessor or any Authority requires the Lessee to do so, the Lessee must at the Lessee's own expense install any meter or other measuring devices necessary for the proper measurement of the charges for any Utility Services or other services supplied to the Land.

- (e) that neither the Lessor nor its employees, contractors and invitees, will interfere with any Utility Services located on the Land that are owned by third parties, and will comply with all rights of such third parties in respect of that infrastructure (including that it will not cancel or surrender any such rights without the written consent of the Lessee which may be withheld in its sole discretion).

- 5.6 **No termination:** The Lessor acknowledges and agrees that the Lessor shall have no right to terminate this Lease for any reason (including for any breach by the Lessee of any terms or conditions of this Lease) and the Lessor's sole remedy in the event of breach shall be a claim for damages.

6 **RIGHT OF LESSOR TO ENTER AND INSPECT LAND**

- 6.1 **Entry to Land:** Pursuant to section 217 of the Property Law Act 2007, and notwithstanding section 218 and clause 11 of Schedule 3 of that Act, the parties agree that the Lessee will permit the Lessor to enter the Land to inspect its condition, on no more than two occasions in each calendar year, and subject to compliance with the conditions of entry set out in this clause 6.

- 6.2 **Conditions of Entry:** Entry under clause 6.1 is subject to:

- (a) the Lessor providing the Lessee with at least 10 Working Days prior notice, in writing;
- (b) compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee; and
- (c) entry being limited to two persons named in the notice under clause 6.2(a), authorised by the Lessee, and approved in writing by the Lessee, in advance of entry.

7 **LESSEE'S IMPROVEMENTS**

- 7.1 **Lessor's Acknowledgement:** The Lessor acknowledges in relation to the Lessee's Improvements that:

- (a) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements will remain with the Lessee during the Term of this Lease, and may be dealt with by the Lessee without reference to the Lessor;
- (b) the Lessor does not have any rights of ownership or proprietary interest in any of the Lessee's Improvements; and

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

- (c) if any Lessee's improvements are destroyed or damaged, the decision whether to reinstate or not is solely at the discretion of the Lessee and for the avoidance of doubt, the Lessee shall be solely entitled to any insurance proceeds (if any).

7.2 **Demolition:** The Lessee may (at the Lessee's discretion) demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such demolition or removal.

7.3 **Improvements on termination / expiry:** The parties acknowledge that:

- (a) The Lessee may, either prior to or on the expiry or earlier termination of this Lease, demolish or remove any Lessee's Improvements from the Land, but shall not be required to do so.
- (b) If the Lessee elects to demolish or remove any such Lessee's Improvements, the Lessee shall not be obliged to pay the Lessor any compensation for their demolition or removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee and that no prior written consent or any other consent of the Lessor is required in respect of any such demolition or removal elected by the Lessee. The Lessee will restore the Land to a neat, tidy and safe condition subsequent to any such demolition or removal.
- (c) The Lessor will be deemed by the provisions of clause 7.3(a) to have granted to the Lessee a licence to enter the Land and demolish or remove the Lessee's Improvements and further that the provision will endure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and will also bind any successor in title to the Lessor subsequent to the expiry of the Lease.
- (d) The Lessor will do nothing to obstruct or otherwise impede the demolition or removal of any Lessee's Improvements from the Land at any time prior to the expiration or earlier termination of the Lease or within three (3) months after such expiration or earlier termination and notwithstanding any rule of law or equity to the contrary.
- (e) The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease if the Lessee remains on the Land after the expiration or earlier termination of the Lease for the purposes of demolishing or removing the Lessee's Improvements under this clause.
- (f) In the event that the Lessee elects not to demolish or remove all or part of its Lessee's Improvements from the Land under clause 7.3(a), title and property in such Lessee Improvements as are left on the Land at the expiry of the three (3) month period set out in clause 7.3(d) shall pass to the Lessor on an 'as is where is' basis.

8 DESIGNATIONS AND OTHER CONSENTS

[Completion Note: Corrections wishes to work together with the owner of the land to ensure, as far as reasonably possible, that Corrections will be able to obtain the Consents it requires to operate the Service Centre on an ongoing basis. Accordingly, this clause is subject to review and further amendment by Corrections to reflect the applicable consenting legislation and regime at the point of execution of this lease, in order to achieve this]

8.1 **Designations and Consents:** The Lessor consents to the Lessee maintaining or implementing a designation (or any other Consent) under

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

the Resource Management Act 1991 (including any relevant successor legislation) for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 4.5 for the Term of this Lease, and further consents to the application for new Consents and the inclusion of any new or further designation for such purposes in any operative or proposed District Plan or Regional Plan.

8.2 **No Right to Object:** The Lessor agrees that it will not:

- (a) complain or object to, or cause others to complain or object to, or publicly comment on, any variation, renewal, change or modification to existing or future lawful uses of the Land and any designations or Consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date (including applications for new Consents or designations), provided the variations, renewal, changes or modifications, or any new Consents or designations, are related to, or ancillary to, the Permitted Uses or any use consented to under clause 4.5; or
- (b) directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change, renewal or modification to existing or lawful future uses, designations or Consents, either in place at the Commencement Date or lawfully granted to the Lessee at a later date (including applications for new Consents or designations).

8.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any lawful activities on the Land in accordance with the Permitted Uses.

9 **LESSEE'S ACKNOWLEDGEMENT**

9.1 **Lessee Uses Land at Own Risk:** The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any personal property in or about the Land, except when this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

10 **SUBLETTING AND ASSIGNMENT**

10.1 **Subletting and Assignment:** Subject to clauses 10.2 and 10.3, the Lessee must not sublet, assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

- (a) the Lessee proves to the satisfaction of the Lessor that the proposed sublessee or assignee is (or in the case of a company the shareholders of the company of the proposed assignee or sublessee are) respectable, responsible and has the financial resources to meet the commitments under any sublease or lease;
- (b) all rent and other moneys payable under this Lease have been paid and there is no subsisting breach of any of the Lessee's covenants;
- (c) the Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the

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Lessor concerning any proposed sublessee or assignee;

- (d) the Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease; and
- (e) where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such directors and/or shareholders of that company as the Lessor requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.

10.2 **Transfer of Operation, Management, or Ownership:** If, by any statutory provision or regulation, the Lessee is obliged or authorised to:

- (a) enter into an agreement to transfer or assign the operation, management, or ownership of the Service Centre and/or the Lessee's Improvements or any aspect of operation, management, or ownership of the Service Centre and/or the Lessee's Improvements to a third party; or
- (b) enter into a public/private partnership with a third party relating to the funding and/or operation, management or ownership of the Service Centre and/or the Lessee's Improvements or any aspect of the funding, operation, management, or ownership of the Service Centre and/or the Lessee's Improvements the provisions of clause 10.1 will not apply and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of the operation, management or ownership of the Service Centre and/or the Lessee's Improvements, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

10.3 **Transfer to a Government Agency:** The Lessee may transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

10.4 **Subletting:** Where the Lessor consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

11 RENT REVIEW

Market Rent Reviews

11.1 **Annual Rent on Review:** The Annual Rent payable from any Market Rent Review Date will be determined in accordance with clauses 11.2 to 11.7 plus GST.

11.2 **Commencement of Market Review:** The Lessor may commence a market review by not earlier than three (3) months prior to a Market Rent Review Date giving written notice to the Lessee:

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- (a) specifying the sum considered by the Lessor to be the market rental of the Land (as bare land) as at that Market Rent Review Date; and
 - (b) accompanied by a certificate signed by a registered valuer which fixes the market rental as at that Market Rent Review Date at the same figure as that fixed in the Lessor's written notice.
- 11.3 Should the Lessor not have given written notice to the Lessee pursuant to clause 11.2 within three (3) months' following any Market Rent Review Date, the Lessee may at any time thereafter commence the review by giving written notice to the Lessor:
 - (a) specifying the sum considered by the Lessee to be the market rental as at the Market Rent Review Date; and
 - (b) accompanied by a certificate signed by a registered valuer which fixes the market rental as at that Market Rent Review Date at the same figure as that fixed in the Lessee's written notice.
- 11.4 **Disputing Party's Notice:** If, by written notice from one party to the other within twenty eight (28) days after receipt of the Lessor's notice (under clause 11.2) or the Lessee's notice (under clause 11.3) (as the case may be), the other party disputes that the proposed market rental is the market rental of the Land, then the market rental will be determined in accordance with the provisions of clause 11.8.
- 11.5 **Application of Reviewed Annual Rent:** The Annual Rent so determined or accepted will be the Annual Rent from the Market Rent Review Date or the date of the Lessor's notice or Lessee's notice (as the case may be) if such notice is given later than three (3) months after the Market Rent Review Date.
- 11.6 **Payment of Annual Rent Pending Determination:** Pending the determination of the new Annual Rent, the Lessee will pay the Annual Rent payable immediately prior to the Market Rent Review Date. Upon determination of the new Annual Rent, an appropriate adjustment will be made.
- 11.7 **Documenting New Annual Rent:** The new Annual Rent at the option of either party may be recorded in a variation of this Lease, the cost of which will be payable by the Lessee.
- 11.8 **Process to Determine New Annual Rent:** Immediately following receipt by a party of a notice given by the other party under clause 11.4, the parties will endeavour to agree upon the market rental but if agreement is not reached within twenty eight (28) days, then the market rental for the Land will be determined by registered valuers acting as experts and not as arbitrators as follows:
 - (a) each party will appoint a valuer and give written notice of the appointment to the other party within twenty eight (28) days of the parties agreeing to so determine the market rental;
 - (b) the valuers appointed before commencing their determination will appoint an umpire who will be a registered valuer or Solicitor of the High Court of New Zealand. In the event the valuers fail to agree upon an umpire, the appointment of an umpire will be made by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated on the application of either of the valuers;
 - (c) the valuers will determine the market rental of the Land as at the Market Rent Review Date;
 - (d) each party will be given the opportunity to make written or verbal

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representations to the valuers or the umpire subject to such reasonable time or other limits as the valuers or the umpire may prescribe and they will have regard to any such representations but not be bound by them; and

- (e) when the market rental has been determined, the umpire or valuers will give written notice of the new market rental to the parties. Any umpire notice will provide how the costs of the determination will be apportioned and will be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.

CPI Adjustments

11.9 **CPI Adjustment:** On each CPI Rent Review Date the Annual Rent may be subject to an adjustment in accordance with the movement in CPI from the date of the last rent review to the relevant CPI Rent Review Date. The new Annual Rent determined pursuant to this clause shall be payable from the relevant CPI Rent Review Date once it is determined by the Lessor and notified to the Lessee in writing.

11.10 **Interim Rent:** Pending determination of the new Annual Rent under clause 11.9, the Lessee will pay the Annual Rent payable immediately prior to the CPI Rent Review Date. On determination of the new Annual Rent, the Lessee will immediately pay any shortfall to the Lessor.

11.11 The relevant CPI adjustment that applies from any CPI Rent Review Date shall be calculated as follows:

$$A = B \times (C \div D)$$

Where:

A= The CPI reviewed Annual Rent from the relevant CPI Rent Review Date

B= The Annual Rent payable immediately before the relevant CPI Rent Review Date

C= CPI for the quarter year ending immediately before the relevant CPI Rent Review Date

D= CPI for the quarter year ending immediately before the last CPI Rent Review Date or if there is no previous CPI Rent Review Date, the commencement date of the then current term of Lease (and in the case where A is the CPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement data of the preceding term).

- (a) If the CPI data for the relevant quarter is not published at the relevant CPI Rent Review Date, as soon as the CPI is published an appropriate adjustment will be made to the Annual Rent (if necessary) with effect from the relevant CPI Rent Review Date.
- (b) Notwithstanding any other clause in this Lease, the maximum percentage of any CPI adjustment on a CPI Rent review Date will be 2.5%.

12 **GENERAL INDEMNITY**

12.1 The Lessee will (to the extent legally permissible) indemnify and hold harmless the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor shall or may be or become liable in respect of and arising from:

- (a) any failure by the Lessee to comply with any obligation imposed on the Lessee under this Lease or by law;
- (b) loss damage, or injury from any cause to property or persons caused or contributed to by the use of the Land by the Lessee or

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by condition of the Land or any part of the Land; or

- (c) loss, damage or injury from any cause to property or persons within or without Land occasioned or contributed to by any act, omission, neglect, breach, default on the part of the Lessee,

except to the extent where the same has arisen from the act, omission, neglect, breach or default of the Lessor and provided that the Lessor will take all necessary steps to mitigate any loss, liability or damage it may suffer and will not admit liability, settle or compromise any claim without the Lessee's consent.

- 12.2 Clause 12.1 does not apply while the Lessee is a Crown Organisation or Government Agency.

13 RE-ENTRY AND INTEREST ON UNPAID MONEY

- 13.1 **No Right of Re-Entry:** Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity and security of the Service Centre, the Lessor agrees that it may not cancel the Lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent) while the Lessee remains a Crown Organisation or Government Agency and/or the Permitted Use continues to include a Service Centre. For the avoidance of doubt, if the Lease is assigned to a third party under clause 10.1 and the Permitted Use is changed to a use that does not include a service centre, the rights and obligations in Part 4, subpart 6 of the Property Law Act 2007 will apply to the Lease from the effective date of assignment and change of Permitted Use.

- 13.2 If the Lessee defaults in payment of the Annual Rent or any other money payable under this Lease for 10 Working Days, then the Lessee shall pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment down to date of payment provided however while the Lessee remains a Crown Organisation or Government Agency this provision does not apply.

14 LESSEE'S RIGHT OF EARLY TERMINATION

- 14.1 **Lessee's Ability to Terminate:** The Lessee may:

- (a) in its sole discretion and without giving any reasons, terminate this Lease at any time by providing no less than twelve (12) months' notice in writing to the Lessor; or
- (b) terminate this lease at any time by providing not less than six (6) months' notice in writing to the Lessor in the event that the Lessee is not able to obtain, maintain or renew the necessary Consents required to carry out the Permitted Use, in which case the Lessee shall provide the Lessor with reasonable supporting evidence that the Lessee is unable to obtain such Consents.

- 14.2 **Right to Terminate Without Prejudice to Rights Accrued:** This Lease and the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination, including (without limitation) the Lessee's right to remove any Lessee's Improvements under clause 7.3.

15 INSURANCE

- 15.1 **Lessee Responsible for Insurance:** The Lessee will be responsible for insuring any Lessee's Improvements on the Land and may elect to arrange and maintain any such insurance that it considers appropriate, at its sole discretion, and without reference to the Lessor.

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15.2	Reinstatement at Lessee's Discretion: If any of the Lessee's Improvements are damaged or destroyed, then it will be the sole responsibility of the Lessee to decide whether to effect reinstatement or not.
15.3	Public Liability Insurance: The Lessor and Lessee must each keep a public liability insurance policy applicable to the Land and the Permitted Use current throughout the Term. The policies must provide cover for: (a) Set Amount: the amount of \$2,000,000.00 (being the amount which may be paid out arising from any single accident or event); and (b) Escalation: any reasonable escalation in the policy limit, required by either party, subject to one (1) month's notice, and mutual agreement.
15.4	Particulars of Insurance Policies: The insurance policies effected by the Lessor and Lessee under clause 15.3 must: (a) Recognition of Interest Insured: recognise the Lessor and Lessee for their respective rights and interests; and (b) Approved Insurer Rating: be with an insurer carrying a rating of no less than A- Standard & Poors/B+ A M Best.
15.5	Evidence of Insurance: Each party must, if required, produce a certificate of insurance of evidence as evidence that the insurances required by this clause have been, and continue to be, in effect.
16	RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST
16.1	Sale of Land; If at any time before the expiry or earlier termination of the Term, the Lessor: (a) decides to sell or transfer the Lessor's interest in the Land; or (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer; the Lessor must immediately give written notice (<i>Lessor's Notice</i>) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In each case, the Lessor's Notice must include an offer in the form of an agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 16.8.
16.2	Exercise of Option: The Lessee will have ninety (90) Working Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (<i>Lessee's Notice</i>) accepting the offer contained in the Lessor's Notice.
16.3	Lapse of Option: If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 16.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.
16.4	Re-offer on Better Terms: If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee (<i>Lessor's Second Notice</i>). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District

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Law Society, modified as set out in clause 16.8.

- 16.5 **Acceptance of Second Offer:** The Lessee will have forty (40) Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (*Lessee's Second Notice*) accepting the offer contained in the Lessor's Second Notice.
- 16.6 **Lapse of Second Option:** If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 16.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 16.1(b), if applicable) on any terms the Lessor thinks fit.
- 16.7 **Formation of Contract:** On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (*Contract*).
- 16.8 **Terms of Contract:** The terms of the Contract will be modified as follows:
- (a) **Subdivision:** the Lessor shall obtain the necessary subdivision Consent on terms acceptable to the Lessee to allow the Land to be transferred to the Lessee as a separate Record of Title following completion of the necessary survey work;
 - (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply;
 - (c) **Completion:** the Lessee will not be required to complete the purchase earlier than one (1) month from the date of issue of the separate computer register required by clause 16.8.

17 **BREACH OF COVENANT BY LESSOR**

- 17.1 **Acknowledgement of Significance of Service Centre:** The Lessor and Lessee acknowledge that the Service Centre operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. The Lessor and Lessee agree that the provisions of this clause 17 are intended to reflect this significance and to ensure that the Lessee is able to carry out the Permitted Uses effectively on the Land. For the avoidance of doubt, the Lessor and the Lessee agree that, notwithstanding the definition of "Lessee" in clause 1.1, for the purposes of this clause 17, the definition of "Lessee" is limited to a Crown Organisation or Government Agency, and excludes any third party.
- 17.2 **Consequences of Breach of Covenant by Lessor:** If, in the opinion of the Lessee (acting reasonably), the Lessee is unable to carry out the Permitted Uses on the Land, as a direct result of a breach of the Lessor's covenants and obligations under clause 4 of this Lease, the Lessee may, by notice in writing to the Lessor, specify the breach on which the notice is based and require the Lessor to remedy the breach.
- 17.3 **Failure to Remedy:** If, within twenty (20) Working Days after receipt of a notice from the Lessee under clause 17.2 the Lessor fails to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee, without prejudice to any other rights that it may have under this Lease or at common law against the Lessor, may suspend payment of the Annual Rent payable under this Lease until the breach is remedied or the dispute is resolved, without liability for any interest or any other claim.
- 17.4 **Effect of Suspension of Rent:** The suspension of payment of Annual Rent under clause 17.3 by the Lessee will not in any way affect the continuing obligations of the Lessor or the Lessee under this Lease.

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Suspension of payment of Annual Rent may continue at the Lessee's sole discretion until the breach has been remedied or dispute has been resolved.

18 ENTIRE AGREEMENT

- 18.1 **Entire Agreement:** This Lease (together with the agreement for transfer and leaseback between the Lessee as vendor and the Lessor as purchaser in relation to the Land, and all licences and easements entered into under that agreement) constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation will be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

19 DIFFERENCES AND DISPUTES

- 19.1 **Disputes:** If a dispute or difference arises between the Lessor and the Lessee (other than a dispute or difference to which clause 17 applies), the dispute must be resolved in accordance with the provisions of this clause.
- 19.2 **Resolution of Disputes:** Nothing in this clause prevents:
- (a) a party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause; or
 - (b) the parties meeting at any time to seek to resolve a dispute.
- 19.3 **Notice of Dispute:** If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute (*Notice of Dispute*).
- 19.4 **Request for Further Information:** A party who receives a Notice of Dispute under clause 19.3 may, within five (5) Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information relating to the dispute.
- 19.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:
- (a) **Meeting of Representatives:** one or more representatives of each party will meet, within ten (10) Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and
 - (b) **Meeting of Chief Executives:** if those representatives do not resolve the dispute within five (5) Working Days of their first meeting, then within ten (10) Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to discuss and attempt to resolve the dispute.
- 19.6 **Appointment of a Mediator:** If a dispute is not resolved within ten (10) Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 19.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.
- 19.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within fifteen (15) Working Days of the meeting of the Chief Executives or Chairpersons under clause 19.5(b), then either party may request the president of the Arbitrators and

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Mediators Institute of New Zealand Incorporated to appoint a mediator.

- 19.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:
- (a) identify the subject matter of the dispute;
 - (b) identify the provisions of this Lease relevant to the dispute;
 - (c) discuss each other's position in relation to the dispute;
 - (d) listen to any comments made by the mediator; and
 - (e) attempt to resolve the dispute by mutual agreement.
- 19.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined -by the mediator.
- 19.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.
- 19.11 **Costs of Mediation:** The parties will share equally the costs of the mediation unless otherwise agreed by the parties.
- 19.12 **Arbitration:** If the dispute is not resolved by mediation within a further twenty (20) Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:
- (a) the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
 - (b) the arbitration will take place in New Zealand; and
 - (c) the award in the arbitration will be final and binding on the parties.
- 19.13 **Time Limits:** The parties may agree to extend any of the time limits in this clause.
- 19.14 **Appointment of Arbitrator:** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.
- 19.15 **Rent Review Excluded:** This clause does not apply to any rent review under clause 11.

20 NOTICES

- 20.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (b) by personal delivery, or by posting by registered mail or ordinary mail or by email to the address of the party to be notified, as set out in Schedule One, or to such other address as either party may notify to the other in writing.

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20.2	Time of Service: Any notice or other document will be treated as given or served and received by the other party: (a) Delivery: when received by the addressee; (b) Post: three (3) Working Days after being posted to the addressee's last known address in New Zealand; or (c) Email: when acknowledged by the addressee by return email or otherwise in writing,
20.3	Signature of Notices: Any notice or document to be given or served under this Lease must be in writing and may be signed by: (a) Attorney etc: any attorney, officer, employee or solicitor for the party serving or giving the notice; or (b) Authorised Person: the party serving the notice or any other person authorised by that party.
21	PROPERTY LAW ACT
21.1	The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.
22	REGISTRATION OF LEASE
22.1	Lease to be Registered: The parties agree that this Lease will be registered against the Record of Title for the Land under the provisions of the Land Transfer Act 2017 at the expense of the Lessee. The Lessor consents to the Lessee caveating the Record of Title for the Land to protect the Lessee's interest prior to registration.
23	COSTS
23.1	Lessee to pay Lessor's Costs: The Lessee shall pay the Lessor's reasonable costs of and incidental to the negotiation, preparation and execution of this Lease and of any variation, renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
24	SECURITY AND HEALTH AND SAFETY
24.1	The Lessor acknowledges that the Service Centre operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. Accordingly, the Lessor and its employees, contractors or invitees will comply with the Lessee's security and operational requirements, and health and safety processes and procedures, as notified to the Lessor from time to time.
25	WAHI TAPU (HISTORIC AND SACRED PLACES)
25.1	The Lessee will safeguard at its own expense all graves of the tangata whenua and monuments, historic places, sacred places and places of archaeological consequence in or on the Land that may be unearthed, located or discovered during the term of this Lease.
25.2	If the Lessee discovers any human remains on the Land, it must notify the Lessor of the discovery as soon as possible and the Lessee must give the Lessor the opportunity to re-inter those remains in any burial ground(s). Pending reinterment or any decision of the Lessor not to re-inter, the remains will be regarded and treated with respect and proper provisions are to be made with all due reverence for their interim safety and custody.
26	NGA TAONGA TUTURU (PROTECTED OBJECTS)

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- 26.1 Subject to the Protected Objects Act 1975, if during the term of this Lease any taonga tuturu is discovered by the Lessee, it must take all reasonable practicable steps to safeguard the taonga tuturu, consult with the Lessor and comply with the Lessor's reasonable directions as to the disposal of the taonga tuturu. If the Lessor has not reached or implemented any decision as to the disposal of any taonga tuturu discovered by the Lessee by the expiry of the Term, the Lessee as bailee without any recourse from the Lessor or any other third party will be entitled to hand over such taonga tuturu to any appropriate authority chosen by the Lessee.

EXECUTED AND DELIVERED AS A DEED:

Signed by [TBC] as Lessor by:

Full Name of Director / Authorised Signatory Signature of Director / Authorised Signatory

Full Name of Director / Authorised Signatory Signature of Director / Authorised Signatory

Witnessed by:

Witness Signature:

Name:

Address:

Signed by **THE SOVEREIGN** in right of New Zealand acting by and through the Chief Executive of the Department of Corrections as Lessee in the presence of:

Full Name: Signature:

Witnessed by:

Witness Signature:

Name:

Address:

DOCUMENTS

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

SCHEDULE ONE: REFERENCE SCHEDULE	
Commencement Date	[TBC]
Initial Term	Twenty (20) years
Termination Date	[TBC]
Final Expiry Date	[TBC] assuming all renewals are exercised
Renewal Terms	Three (3) terms of ten (10) years each
Annual Rent	[TBC]
Market Rent Review Dates	Each fifth anniversary of the Commencement Date.
CPI Rent Review Dates	Each second anniversary of the Commencement Date.
Permitted Uses	a) a Service Centre; b) rehabilitative and reintegrative programmes of any kind the Lessee or a third party appointed by the Lessee may run at the Service Centre; c) provision for any other use for any other Crown or government works including works under the Public Works Act 1981 if part of the Premises is not required for the purposes of a Service Centre; <i>[Completion Note – the Permitted Use definition is subject to amendment to reflect Corrections' requirements at the time the parties enter into the lease]</i>
Lessor's contact details	Contact Person: [TBC] Postal Address: [TBC] Physical Address: [TBC] Phone number: [TBC] Email Address: [TBC]
Lessee's contact details	Contact Person: [TBC] Postal Address: National Office, Mayfair House, 44-52 The Terrace, Wellington 6011 Physical Address: National Office, Mayfair House, 44-52 The Terrace, Wellington 6011 Phone number: [TBC] Email Address: [TBC]

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SCHEDULE TWO: PLAN

12. WHANGANUI FOREST PROPERTY RIGHT

12: WHANGANUI FOREST PROPERTY RIGHT

Instrument to grant *profit à prendre*

Section 109, Land Transfer Act 2017
Section 2A, Forestry Rights Registration Act 1983

Land registration district

Wellington

Grantor

[Takapau Whāriki Trust] [Insert names of Trustees for Tākapau Whāriki Trust]

Grantee

His Majesty the King in right of New Zealand acting by and through the Minister of Forestry

Grant of Profit à prendre

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of 2025

Attestation

Chair of Takapau Whāriki Trust _____	
His Majesty the King in right of New Zealand acting by and through the Minister of Forestry acting by and through the Director General of the Ministry for Primary Industries acting pursuant to an authorisation _____ Raymond Stanley Smith	Signed in my presence by the Grantee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

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Instrument to grant *profit à prendre* - continued

Schedule A

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Purpose (Nature and extent) of easement or <i>profit à prendre</i>	Shown (plan reference)	Burdened Land (Record(s) of Title)	Benefited Land (Record(s) of Title) or in gross
Forestry Right	As shown on the map attached to the First Schedule of the Annexure Schedule	WN50C/50	His Majesty the King in right of New Zealand acting by and through the Minister of Forestry (in gross)

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

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

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1. DEFINITIONS AND INTERPRETATION

1.1 In this Forestry Right, unless the context otherwise requires:

“Accepted Forestry Practices” means standard forest industry practices in New Zealand which are based upon environmentally sound, sustainable, and economically prudent practices and which include the New Zealand Forest Accord, the NES-CF and the maintenance of the sustainable productivity of the Forest Area for forestry purposes;

“Access Ways” means the area of land required for the provision of access to the Forest Area, including formed roads and tracks;

“Commencement Date” means the date of this Forestry Right;

“Crown” means His Majesty the King in right of New Zealand including all ministers of the Crown, government departments, departmental agencies, offices of Parliament, Crown entities (as defined in section 7(1) of the Crown Entities Act 2004) and state enterprises (as defined in the State-owned Enterprises Act 1986);

“Default Interest Rate” means the rate equal to 2% above the Grantor’s bank’s overdraft base interest rate at the date of the default;

“Existing Access Rights” means any existing legal unregistered or registered access or use rights that the Grantor or a third party may have in relation to the Land as at the date of this Forestry Right;

“Final Termination Date” means [TBC – 30 years from planting of the youngest age class]

“Forest” means Trees growing on the Forest Area;

“Forest Area” means that part of the Land described as the Forest Area and shown as such on the plan included in Part 2 of the First Schedule;

“Forest Manager” means the forest manager appointed by the Grantee to provide services to further the Objectives, including the forestry operations;

“Forest Produce” means the Trees and other plants and produce of the Trees and other plants;

“Forestry Right” means a forestry right created pursuant to the Forestry Rights Registration Act 1983 and where the context requires means this Forestry Right;

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"Grantee's Improvements" means any formed roads and tracks, culverts, skids/pads, fire dams, fencing, and security gates on the Land;

"Joint Management Committee" means the committee of the representatives of the Grantor and the Grantee appointed pursuant to clause 6.1.10;

"Land" means the land described in Part 1 of the First Schedule;

"Local Authority" has the meaning given to it in the Local Government Act 2002;

"Management Plan" means any forest management plan prepared and/or revised by the Grantee;

"NES-CF" means the Resource Management (National Environmental Standards for Commercial Forestry) Regulations 2017;

"Objectives" means the objectives of the Parties, set out in clause 3;

"Parties" means the Grantor and the Grantee and includes any successors, executors and permitted assigns;

"Productive Area" means:

- (a) the Forest Area; together with
- (b) associated non-productive areas (including unstocked gaps, roads, tracks, skids and processing areas and areas occupied by improvements) to be used by the Grantee for forestry purposes;

"Protection Forest" means a forest that mitigates or prevents the impact of a natural hazard. For the purposes of this Forestry Right, they are those stands identified as 'Protection Forest' in the Management Plan.

"Rental" means the rental payable under this Forestry Right set out, and reviewed or adjusted from time to time as provided for, in the Second Schedule;

"Report" means a report prepared and submitted as provided for in clause 5.1.14;

"RMA" means any resource management act including the Resource Management Act 1991 and includes any regulations made under that legislation including, but not limited to, national environmental standards including the NES-CF;

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“Slash” means any tree waste left behind after commercial forestry activity;

“Stand” means a block of Trees within the Forest, of the same age, species, structure, growth characteristics and silvicultural treatment;

“Surrender Area” means a part of the Forest Area that, for the purposes of clause 6.1.12:

- (a) has been identified by the Grantee pursuant to clause 6.1.12 for surrender to the Grantor; and
- (b) either:
 - (i) has been harvested;
 - (ii) is Protection Forest;
 - (iii) was never planted or is no longer needed by the Grantee; and
- (c) in the case of Forest Area that has been harvested, is in the condition provided for in the Sixth Schedule; and
- (d) either:
 - (i) is not less than a minimum area of 50 hectares in contiguous hectares; or
 - (ii) is less than a minimum area of 50 hectares in contiguous hectares but is accepted as a Surrender Area by the Grantor at its sole option as advised in writing to the Grantee; or
 - (iii) is less than a minimum area of 50 hectares in contiguous hectares but as a Surrender Area is contiguous with a previous Surrender Area which has been returned to the Grantor; or
 - (iv) is the final Surrender Area to be returned to the Grantor,

provided that for the purpose of subclause (d)(iii) of this definition, a Surrender Area will be considered contiguous with a previous Surrender Area if it is separated by only a road, access way, stream, river, or other such unproductive area through, on or over which access between the Surrender Area and the previous Surrender Area is not unreasonably impeded;

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“Term” means the term of this Forestry Right, beginning on the Commencement Date and ending on the Termination Date;

“Termination Date” in respect of the whole or any part of the Forest Area means the earlier of:

- (a) the Final Termination Date; or
- (b) the date on which the Grantee surrenders that part or those parts pursuant to clause 6.1.12;

“Trees” means the commercial crop of trees on the Forest Area;

“Working Day” means any day of the week other than:

- (a) Saturday and Sunday;
- (b) any public holiday from time to time specified in the Holidays Act 2003 and observed in Wellington or in the locality of the Land; and
- (c) a day in the period starting on 20 December in any year and ending on 10 January in the next year (both inclusive).

1.2 In this Forestry Right:

- (a) the words “includes” or “including” do not imply any limitation;
- (b) words importing the singular number will include the plural;
- (c) words importing one gender include the other genders;
- (d) a person includes the Crown and any individual, company, corporation, firm, partnership, limited partnership, joint venture, association, organisation, trust, incorporated society, or Local Authority, in each case whether or not having separate legal personality;
- (e) the schedules to this Forestry Right and the provisions and conditions contained in such schedules will have the same effect as if set out in the body of this Forestry Right;
- (f) references to clauses and schedules are references to clauses in and schedules to this Forestry Right, respectively;

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- (g) references to \$ or dollars is a reference to the lawful currency of New Zealand and all amounts payable under this Forestry Right are to be paid in that currency;
- (h) any reference to legislation or statutory requirements includes reference to regulations or any other form of delegated legislation and such legislation amended and in force from time to time;
- (i) if any provision of this Forestry Right is considered to be invalid under any applicable statute or rule of law it will be deemed to be omitted only to the extent that the same is in violation of such statute or rule of law and will be enforced to the maximum extent possible; and
- (j) headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Forestry Right.

2. FORESTRY RIGHT

- 2.1 In consideration of, and subject to, the covenants and agreements on the part of the Grantee expressed in this Forestry Right, the Grantor transfers and grants to the Grantee for the Term, a Forestry Right to enter and remain on the Land for the purposes of establishing, maintaining, protecting, and harvesting the Forest on the Forest Area subject to the following covenants and conditions.

3. OBJECTIVES

- 3.1 The objectives of the Forestry Right are:

- 3.1.1 to work collaboratively through the Joint Management Committee established under clause 6.1.10;
- 3.1.2 to establish, tend, grow, manage, protect, harvest, store, carry away and sell the Forest Produce from the Trees;
- 3.1.3 Use their best endeavours to obtain a fully commercial return in respect of the Objectives;
- 3.1.4 to manage the Trees in accordance with the Management Plan; and
- 3.1.5 for the purpose of exercising such rights and carrying out such duties, to have and enjoy such rights of access to and from the Forest Area over the Land as set out in the Forestry Right subject to any Existing Access Rights.

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4. GRANTOR'S COVENANTS

4.1 It shall be the responsibility of the Grantor and, the Grantor covenants and agrees with the Grantee, subject to any regulatory requirements and Laws, as follows:

- 4.1.1 Comply with all mortgages, leases, licences, permits, charges or other encumbrances over the Land;
- 4.1.2 Where the Grantee is not practically able to do so, at the written request of the Grantee, take reasonable steps to obtain, observe, and keep current all statutory or other consents necessary or required for the grant of this Forestry Right and the operations of the Grantee on the Land pursuant to it and comply with any consents obtained by the Grantee. The Grantee will meet reasonable costs incurred by the Grantor under this clause.
- 4.1.3 Promptly advise the Grantee of any circumstances arising on the Land and of which the Grantor has actual knowledge which may affect the operations of the Grantee under this instrument.
- 4.1.4 Subject to any Existing Access Rights, the Grantor will allow the Grantee to construct upon the Forest Area such buildings, plant and other works as may be necessary or convenient for the full enjoyment of this grant. Unless the Grantor otherwise allows, the Grantee must remove the same on expiry or sooner determination of this Forestry Right and must make good any damage caused to the Forest Area by such removal.
- 4.1.5 To carry out any commercial operations on planted and unplanted portions of the Forest Area only in accordance with guidelines set out in the Management Plan and subject to restrictions imposed by the Grantee if in the Grantee's opinion damage is being caused or is likely to be caused to the Trees.
- 4.1.6 Subject to any Existing Access Rights, to allow unimpeded access to, from and over the Forest Area through or over (including in the airspace) the Land with or without machinery, vehicles or plant of any kind; but provided that the Grantee will not cause any unnecessary interference with the operations of the Grantor, or other third party holding any Existing Use Rights, and whenever practical operations on the Forest shall be scheduled so as to cause minimum interference with those other operations.
- 4.1.7 Pay all rates, taxes and charges which may be rated, taxed, charged, levied, or assessed or payable in connection with the Land.

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- 4.1.8 Not to do or omit any act or grant to any person any rights which may cause danger to the Forest or impede or affect in any material respect the rights of the Grantee.
- 4.1.9 To allow the Grantee to extract and use any clay or rock found within the Forest Area for use in its operation on the Forest Area and any necessary access to it. The Grantee is to obtain the Grantor's written consent before commencing any such extraction, which is not to be unreasonably or arbitrarily withheld. The Grantee is not to remove any minerals, metals, precious metals, precious stones, coal, earth, rock, clay, sand or the like from the Land.
- 4.1.10 Not to:
- (a) make, lodge, nor be a party to nor directly or indirectly support, encourage or finance or contribute to the cost of making or lodging any submission, application or proceedings or appeal (pursuant to the RMA or otherwise) to any relevant body having jurisdiction, in respect of the carrying out of any of the Grantee's rights or obligations under this Forestry Right, including any application by or on behalf of the Grantee for resource consent to carry out any and all reasonable activities required to carry out the Objectives provided the carrying out of the Grantee's rights or obligations under this Forestry Right does not result in a breach of this Forestry Right or any Law including the RMA;
 - (b) take any other steps which would or may unreasonably hinder or interfere with the Grantee's carrying out of any of the Grantee's rights or obligations under this Forestry Right; or
 - (c) object to any noise (provided it does not exceed the maximum level permitted under the relevant district plan or any condition under a resource consent), dust, smoke, smell, pollen and shade that may escape, pass over or settle (as the case may be) on the Land caused as a result of the Grantee carrying out any of the Grantee's rights or obligations provided that the Grantee is carrying out its rights and obligations in compliance with this Forestry Right and all Laws.
- 4.1.11 To advise the Grantee of any wāhi tapu (historic and sacred places) or taonga-o-ngā tūpuna (artefacts) sites located within the Forest Area which require protection.
- 4.1.12 Not to subdivide, lease, licence and/or sell any part of the Land which includes any part of the Forest Area or is used to access the Forest Area without, at the

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Grantor's cost, notifying the Grantee of the subdivision, lease, licence or sale and providing the Grantee with:

- (a) any necessary easements or other document required to ensure that the Grantee's right of access to the Forest Area and harvesting and all other rights under this Forestry Right are adequately protected (in the Grantee's opinion, acting reasonably); and
- (b) a registerable covenant in favour of the Grantee (in a form approved by the Grantee) from any successor landowner, lessee, licensee or other required registered interest holder of any of the Land or interest in the Land or the Grantor's Adjacent Land, not to:
 - (i) make, lodge, nor be a party to nor directly or indirectly support, encourage or finance or contribute to the cost of making or lodging any submission, application or proceedings or appeal (pursuant to the RMA or otherwise) to any relevant body having jurisdiction, in respect of the carrying out of any of the Grantee's rights or obligations under this Forestry Right, including any application by or on behalf of the Grantee for resource consent to carry out any and all reasonable activities required to carry out the Objectives provided the carrying out of the Grantee's rights or obligations under this Forestry Right does not result in a breach of this Forestry Right, or any Laws including the RMA;
 - (ii) take any other steps which would or may hinder or interfere with the Grantee's carrying out of any of the Grantee's rights or obligations under this Forestry Right; or
 - (iii) object to any noise (provided it does not exceed the maximum level permitted under the relevant district plan or any condition under a resource consent), dust, smoke, smell, pollen and shade that may escape, pass over or settle (as the case may be) on the Land caused as a result of the Grantee carrying out any of the Grantee's rights or obligations under this Forestry Right.

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5. GRANTEE'S COVENANTS

5.1 It shall be the responsibility of the Grantee, and the Grantee covenants with the Grantor, to do the following:

- 5.1.1 To carry out its responsibilities in good faith and in a manner consistent with Accepted Forestry Practices, the Objectives and the Management Plan, in

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accordance with the terms of this Forestry Right, employing the same degree of care and diligence a highly skilled person with expertise in plantation forestry management in New Zealand would use in carrying out similar responsibilities.

- 5.1.2 To maintain, at its sole cost, any existing fencing located on the Land to the standard required to achieve the objectives, as reasonably determined by the Grantee.
- 5.1.3 To comply with all requests from the Grantor with respect to any wāhi tapu (historic and sacred places) or taonga-o-ngā tūpuna (artefacts) notified by the Grantor under clause 4.1.11 which are within the Forest Area or which are discovered during the course of the Grantee's operations, provided that if any such request is made which substantially reduces the benefit of this Forestry Right to the Grantee, then this Forestry Right may in this respect be renegotiated.
- 5.1.4 To pay to the Grantor the Rental as at the times and amount specified in the Second Schedule as reviewed or adjusted in accordance with the Second Schedule.
- 5.1.5 To promptly pay or reimburse the Grantor for rates that the Grantor has paid pursuant to clause 4.1.7 in respect of the Productive Area.

If the rates are not separately levied, the rates will be payable by the Grantee in an amount equivalent to a percentage of rates payable in respect of the Land. The percentage will bear the same proportion to the areas as the Productive Area (from time to time) bears to the Land as a whole. Amounts payable by the Grantee under this clause shall be apportioned between the Grantor and Grantee in respect of periods current at the commencement and termination (including early termination or partial surrender) of this Forestry Right.

- 5.1.6 To pay all costs associated with the establishment, administration, management and harvesting of the Forest; and to comply with all Laws relating to the Forest Area including the following:
 - (a) RMA;
 - (b) Biosecurity Act 1993;
 - (c) Fire and Emergency New Zealand Act 2017;
 - (d) Heritage New Zealand Pouhere Taonga Act 2014;

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- (e) Land Drainage Act 1908;
 - (f) Accident Compensation Act 2001;
 - (g) Health and Safety at Work Act 2015;
 - (h) Civil Aviation Act 1990; and
 - (i) Forests Act 1949,
- and their amendments, revisions and substitutes.

- 5.1.7 Subject to clauses 6.1.6 and 6.1.7, not to assign or mortgage its interest in this Forestry Right without first obtaining the written consent of the Grantor. The Grantor's consent is not to be arbitrarily or unreasonably withheld in the case of a responsible, solvent and suitable assignee which has satisfied the Grantor of its ability to exercise the Forestry Right and observe and perform the covenants of the Grantee under this Forestry Right and is not a Disqualified Investor (as defined in the Fourth Schedule).
- 5.1.8 At the Termination Date or sooner determination in accordance with this Forestry Right to remove any of the Grantee's Improvements (other than roads) remaining on the Forest Area (unless the Grantor agrees that they may remain) and make good any damage caused by the removal, and remove all merchantable trees except for those the Grantor may agree to purchase. Unless agreed otherwise, all of the Grantee's Improvements remaining on the Forest Area by the Grantee after harvesting has been completed will be deemed to be the property of the Grantor.
- 5.1.9 Subject to clause 6.1.21, to allow the Grantor continued access to all natural water on the Forest Area and not to block or impede any water course on the Land without the Grantor's consent.
- 5.1.10 To carry out or manage all forestry operations required for the development and care of the Forest as described in the Management Plan including:
- (a) establishing, tending, protecting and managing the Forest to ensure the health, vigour and marketability of the Trees consistent with the Objectives; and
 - (b) harvesting the Forest in accordance with the Management Plan using Accepted Forestry Practices.

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- 5.1.11 If the Grantee wishes to contract a Forest Manager to carry out all or any of the Grantee's obligations under clause 5.1.10 prior to the Grantee entering into a contract, the Grantee will follow the process laid out in the Seventh Schedule.
- 5.1.12 Subject to clause 5.1.13, to comply with the requirements of the RMA and Laws and obtain, observe and keep current any consents which may be required for the forestry operations in the Forest Area.
- 5.1.13 If the Grantee receives a notice of enforcement or abatement under the RMA, it shall advise the Grantor within 10 Working Days of receiving the notice. The Grantee shall comply with any abatement notice received unless it appeals the notice and the notice is stayed or until the notice is cancelled under the RMA. The Grantee shall comply with any enforcement order made under the RMA until such time as that order is cancelled. Provided the Grantee is complying with this clause 5.1.13, it will not be in default for the purposes of clauses 5.1.12 and 6.1.19.
- 5.1.14 Prepare and submit the Management Plan and Reports specified in the Eighth Schedule at the times specified in and otherwise substantially in conformity with the Eighth Schedule.
- 5.1.15 To maintain a record system for each Stand covering the establishment, tending, and growth, and to make them available for scrutiny by the Grantor on request.
- 5.1.16 Where existing road access to the Forest Area is inadequate for forestry purposes, to consult with the Grantor from time to time on what construction works are necessary, including the route of the road, materials, culverts, bridges, and the like, and to meet the full costs of such road works. Any failure to agree on such works shall be subject to the dispute resolution procedure in clause 6.1.9.
- 5.1.17 Use reasonable endeavours to observe all obligations of the Grantor in relation to all Existing Access Rights and not to cause the Grantor to be in breach of them.
- 5.1.18 Where the Rental or any other money payable under the Forestry Right is in arrears and unpaid for 20 Working Days following the due date for payment, the Grantee must pay to the Grantor interest to be calculated on a daily rate from the due date for payment to the date of actual payment, at the Default Interest Rate. For the avoidance of doubt, no money will be payable by the Grantee unless the Grantor has issued a valid tax invoice for the money payable.
- 5.1.19 If the Grantee causes any damage to any fences erected by the Grantor, the Grantee is responsible at its cost to make repairs or replacements as necessary

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to reinstate the fences to the condition they were in before the damage was caused.

6. MUTUAL COVENANTS

6.1 The Parties covenant with each other as follows:

6.1.1 Subject to clause 5.1.16, that they will share in the costs of maintenance and repair of the Access Ways in proportion to each Party's use of the Access Ways. Where any maintenance or repair is required due to the acts or omissions of the Grantor or the Grantee, then that Party will be responsible for the cost of the works.

6.1.2 That neither Party by itself or its employees, contractors, agents, lessees, licensees, or other invitees shall carry out any act, or allow any act to be carried out or omission to take place, which may result in the Forest being damaged or destroyed; or any injury or damage occurring to buildings, vehicles, equipment, roads, or other assets belonging to either Party.

Each Party shall indemnify the other for all claims, demands, losses, costs, expenses, liability or proceedings of any nature (but excluding any indirect or consequential loss) suffered or incurred at any time by one Party as a direct result of any act or omission of the other Party (other than an act or omission in compliance with this Forestry Right) or any breach of the a Party's covenants, obligations or warranties expressed or implied in this Forestry Right; or if agreed, make reimbursement to the other. Without prejudice to the Grantor's rights for breach of the Forestry Right by the Grantee, the indemnity in this clause does not apply to the Grantee while the Crown is the Grantee.

6.1.3 Not to use any chemical substances in a manner which should damage the Forest or the pasture, crops, livestock, trees, or other assets of either of the Parties or of neighbouring parties.

6.1.4 In relation to any damage to the Forest resulting in loss of Trees in a contiguous area of 10 hectares or more, the Grantee may salvage (and retain for its own benefit) whatever it is able to from the damaged area. Following completion of the salvage operations, notwithstanding any other provisions of this Forestry Right, the damaged area shall be deemed to be a Surrender Area under clause 6.1.12. Surrender of a damaged area will be effective on 30 September following the date that the Grantee gives notice that salvaging operations have been completed.

6.1.5 During the Term, take out and maintain insurance specified in the Third Schedule.

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6.1.6 That the assignment of rights under this Forestry Right is permitted subject to the provisions of clauses 5.1.7 and 6.1.7, provided neither the Grantor nor the Grantee shall be released from their respective liabilities outstanding at the time of assignment.

6.1.7 If at any time during the Term:

- (a) the Grantee wishes to transfer, assign or otherwise dispose of all or part of its interest in this Forestry Right; and
- (b) the Grantee is the Crown, the process and provisions set out in the Fourth Schedule will apply,

and on assignment or transfer of this Forestry Right by the Grantee, the Grantee (if the Grantee is the Crown) will be released from all future obligations as Grantee of this Forestry Right but without prejudice to the rights of either Party against the other in relation to any breach or non-performance arising prior to the date of such assignment or transfer.

6.1.8 That should either Party be unable to perform its obligations under this Forestry Right, totally or partially, for any of the following reasons, being an unforeseeable event beyond the reasonable control of that Party, that Party shall be released from such obligations to the extent and for the time performance is so prevented:

- (a) war (whether declared or not declared), revolution, riot, or act of public enemies;
- (b) flood, storm, tempest, wind, earthquake, volcanic activity, fire (as an act of God), explosion or other act of God;
- (c) act of restraint of any Local Authority or government department or other competent authority having jurisdiction to so act;
- (d) the taking of the whole of the Land by proclamation or otherwise by Local Authority or government department;
- (e) disease, blight or infection of the Trees; and
- (f) any other similar cause beyond the reasonable control of the Party claiming force majeure, whereby a Party is materially prevented from performing its obligations under this Forestry Right. Without limiting the foregoing, the

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solvency of a Party shall be deemed to be within that Party's reasonable control and is not a force majeure event.

Notwithstanding the provisions of this clause, if for any reason it appears that the subsistence of the cause of the force majeure will operate to frustrate this Forestry Right then either Party may apply to the other for termination of this Forestry Right. If the other Party agrees to such termination then the terms of the termination are to be agreed between the Parties and if the Parties fail to agree on such terms the matter will be referred to dispute resolution in accordance with the procedure in clause 6.1.9.

Force majeure shall not excuse the non-payment of any money due or which becomes due under the Forestry Right where the obligation to pay arose before the occurrence of the event of force majeure.

- 6.1.9 That in the event of any dispute arising between the Parties over any of the provisions of this Forestry Right, the Parties will, in the first instance, in good faith and without undue delay, attempt to resolve the dispute by mutual discussion. Failing resolution through discussion, without undue delay, the dispute will be referred to a mutually acceptable independent third party for mediation. If mediation fails to resolve the dispute, either of the Parties may refer the dispute to arbitration in accordance with the Arbitration Act 1996.
- 6.1.10 To establish a Joint Management Committee to comprise of two representatives from each of the Grantor and the Grantee, and to have the following functions, details of which are more particularly set out in the Seventh Schedule:
- (a) to provide a forum:
 - (i) for the Grantor and Grantee to discuss matters of business arising from or pertaining to this Forestry Right that are of interest or concern to them; and
 - (ii) to facilitate the presentation, discussion and approval of the Management Plans and Reports; and
 - (b) to consult on behalf of the Grantor and the Grantee, on matters of business arising from or pertaining to this Forestry Right that are of interest or concern to the Grantor or the Grantee.
- 6.1.11 To deliver all notices and other communications in connection with this Forestry Right that are required to be in writing and to be given by one Party to the other, by personal delivery, courier, post or electronic mail, to the address set out in the

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Fifth Schedule; and to promptly notify the other Party if there is a change of address.

- 6.1.12 On 30 September (or such other date as the Parties agree) in each year of the Forestry Right the Grantee will surrender those parts of the Forest Area considered by the Grantee as not required by the Grantee for the purposes of growing, managing, protecting and harvesting the Forest. The Grantee will notify the Grantor in writing of those parts of the Forest Area which are no longer required. Provided those parts of the Forest Area constitute a Surrender Area (or are being surrendered pursuant to clause 6.1.4), the Grantee shall surrender the Surrender Area to the Grantor. That part of the Surrender Area that is harvested must be in the condition provided for in the Sixth Schedule before surrender to the Grantor.
- 6.1.13 The Rental payable for the remainder of the year and following years shall be reduced in accordance with the Second Schedule to reflect the Surrender Area surrendered from time to time.
- 6.1.14 From the date on which the surrender becomes effective, the Grantee will have no further rights to harvest any Trees within that Surrender Area.
- 6.1.15 Any Access Ways that are outside the Surrender Area and are no longer required by the Grantee for access to the Forest Area or for any other purpose associated with this Forestry Right may be returned to the Grantor provided that at the time of return they are in good order and suitable for use by four wheel drive vehicles. The Grantee will have no further rights or obligations in regard to any such Access Ways, and any of the Grantee's Improvements on the Access Ways will be deemed to be the property of the Grantor.
- 6.1.16 Following surrender under clause 6.1.12, the Grantee must, if part or all of the Surrender Area has been harvested or salvaged, replant the Surrender Area as a second rotation crop in accordance with clause 6.1.17. For clarity, if the:
- (a) Surrender Area was never planted and harvested; or
 - (b) Grantee is unable to get consents to replant; or
 - (c) Grantor requests the Grantee not to replant,
- the Grantee will not have any obligation to replant the Surrender Area.

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For clarity, reference to a second rotation crop in this Forestry Right is reference to a second rotation crop under this Forestry Right, regardless of the number of rotations that may have occurred prior to this Forestry Right being entered into.

- 6.1.17 The Grantee is required to replant the Forest Area with a second rotation crop. The following provisions will apply in respect of the Grantee's replanting obligations under clause 6.1.16:
- (a) once the Grantee considers a second rotation crop has been planted on the harvested Forest Area to the specifications set out in the Ninth Schedule, the Grantee will give written notice to the Grantor who will at its cost arrange for an inspection by a suitably qualified consultant appointed by the Grantor. At the time of giving the Grantee's notice under this clause 6.1.17(a), the Grantee will also provide to the Grantor a copy of all records and documentation pertaining to the replanted area;
 - (b) within 30 Working Days (or any further period expressly agreed in writing by the Parties acting reasonably) of the Grantee giving notice under clause 6.1.17(a), the Grantor's consultant will either:
 - (i) provide a certificate to both Parties that a second rotation crop has been established as specified in the Ninth Schedule; or
 - (ii) provide written notice to the Grantee of the deficiency to be remedied;
 - (c) if a certificate or notice from the Grantor's consultant under clause 6.1.17(b)(ii) is not delivered to the Grantee within the period described in that clause, the second rotation crop shall be deemed to have been established in accordance with the specifications in the Ninth Schedule on the date that is 30 Working Days after the date of the Grantee's notice given under clause 6.1.17(a);
 - (d) if the Grantor and the Grantee are unable to agree on whether the area has been established in a second rotation crop to the specifications in the Ninth Schedule or that deficiencies notified under clause 6.1.17(b)(ii) have been remedied, the issue will be subject to the dispute resolution procedure in clause 6.1.9.
- 6.1.18 As soon as reasonably practicable the Parties will, at their own expense, take and do all such acts and things as may be reasonably required to register this Forestry Right against the Land and to ensure, subject to any Existing Access Rights, that this interest will not rank behind or *pari passu* with any other interests

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in respect of the Forest Area and the Forest. To this end the Grantor will take and do all such acts and things as may be reasonably required to obtain the consent of any mortgagees or other registered interest holders holding an interest in the Land to the registration of this instrument and the waiver of those mortgagees or other required registered interest holders (if any) to any prior claim to the Forest Area or the Forest or any insurance moneys paid or payable in respect of the Forest Area or the Forest. The Grantor agrees not to sell, mortgage, dispose of or transfer its interest in the Land before the registration of this Forestry Right.

- 6.1.19 That if either Party is in default of any provision of this Forestry Right, the non-defaulting Party may notify the defaulting Party in writing to remedy it within 60 Working Days. If the defaulting Party fails to remedy the default within the time, or the default is not capable of remedy, the non-defaulting Party may, without prejudice to any of its other rights under this Forestry Right or at law:
- (a) terminate this Forestry Right;
 - (b) perform any such covenant, condition or provision on behalf of the defaulting Party (without prejudice to any rights of re-entry or other right) and all costs and expenses properly incurred in remedying the default shall be payable by the defaulting party within 10 Working Days; or
 - (c) waive the default. A waiver will apply only to that particular default that was notified, and not be a continuing waiver, or apply to any other default (whether or not connected or associated with the notified default). If this Forestry Right is terminated the Parties will attempt to agree on an equitable level and period of compensation. If they cannot agree within a reasonable time the dispute will be subject to the dispute resolution procedure in clause 6.1.9.
- 6.1.20 The Parties will do all things necessary to comply with the Health and Safety at Work Act 2015, including but without limitation:
- (a) complying with applicable duties under that Act and providing evidence of such compliance to the other upon request; and
 - (b) co-operating and co-ordinating with each other, and keeping each other reasonably informed, in relation to the management of health and safety as it affects activities carried out or permitted by either Party, within the Forest Area.

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- 6.1.21 The Grantee will have the right to manage, control, and if necessary, restrict access to the Forest Area by the Grantor or the Grantor's contractors, agents, employees, beneficiaries, licensees, forestry right holders and other invitees (as applicable) and prescribe specific access protocols that the Grantor or the Grantor's contractors, agents, employees, beneficiaries, licensees, forestry right holders and other invitees including the public (as applicable) must comply with for reasons relating to the health and safety of individuals, security, operational requirements and the protection of Trees, improvements, plant, equipment and related items. Any access will:
- (a) to the extent permitted pursuant to any Existing Access Rights as at the date of this Forestry Right, be at the Grantee's sole discretion;
 - (b) be at the Grantor's risk in all respects;
 - (c) be for non-commercial activities or any other commercial activities which are approved in writing by the Grantee;
 - (d) be provided in a manner and be in accordance with approved health and safety management plans and any other requirements of the Grantee; and
 - (e) must comply with the Grantor's obligations at Law and under this Forestry Right.
- 6.1.22 The Grantor will be responsible, and will indemnify the Grantee, for any damage caused to the Trees, Access Ways or other improvements arising directly or indirectly from the Grantor or the Grantor's contractors, agents, employees, licensees, forestry right holders, beneficiaries and other invitees (as applicable) accessing the Forest Area.
- 6.1.23 That the Parties will, in matters relating to this Forestry Right, act consistently with the Objectives.
- 6.1.24 At any time, the Grantor may request to purchase all or part of the Grantee's interest in this Forestry Right.
- (a) The Grantor will give a written notice to the Grantee requesting to buy out all or part of the Grantee's interest in this Forestry Right. The Grantor may withdraw its notice at any time before any price is agreed.
 - (b) As soon as reasonably practicable following receipt of the Grantor's notice the Parties will meet in good faith and enter into negotiations to reach agreement on price and other terms and conditions of the disposal of all or

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part of the Grantee's interest in this Forestry Right. Such negotiations will include but will not be limited to the following:

- (i) By way of indication only (which shall not be determinative or binding on either Party) price consideration may be the net present value of the Grantee's forecast future stumpage returns of the forest to be determined by a suitably qualified forest valuer appointed jointly by the Parties, or if no single appointment can be agreed, each to appoint a valuer, who must jointly agree to a single value. In the case of no agreement by the valuers, the Parties will be permitted to abandon the negotiations in respect of that offer, without in that instance referring the matter for dispute resolution under clause 6.1.10 of this Forestry Right;
 - (ii) the Crown obtaining all authorisations required to dispose of its interest in this Forestry Right;
 - (iii) the Grantor obtaining all authorisations required to complete the transaction; and
 - (iv) all other terms and conditions for the sale and purchase.
- (c) If the negotiations result in agreement the Parties will enter into a contract, to be prepared by the Grantee, on the price and on the terms and conditions as agreed.

7. GENERAL

- 7.1 **Deemed assignment:** Any change in shareholding of the Grantee which results is a change in the effective control of the Grantee shall be deemed to be an assignment and shall be subject to the provisions of clause 6.1.6.
- 7.2 **Governing Law:** The law applicable to this Forestry Right will be the law of New Zealand. The Parties irrevocably and unconditionally agree to submit to, and to be bound by, the non-exclusive jurisdiction of the Courts and tribunals of New Zealand.
- 7.3 **Waiver:** No waiver or acquiescence by either Party in respect of one breach on one occasion of any obligation in this Forestry Right shall operate as a waiver of the same breach on any subsequent occasion or as a waiver of any other covenant or stipulation contained or implied in this Forestry Right.
- 7.4 **Trustee liability:** If any person enters into this Forestry Right as trustee of a trust, then if that person has no right to or interest in any assets of the trust except in that person's

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capacity as a trustee of the trust, that person's liability will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust in its possession or control from time to time (or the assets of the trust that would have been in its possession or control except for fraud, negligence or breach of trust by such person) ("Limited Amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the Limited Amount for which that person is not indemnified from the assets of the trust due to the fraud, negligence or breach of trust by that person.

- 7.5 **Costs:** Unless otherwise stated in this Forestry Right, each Party will bear its own costs and expenses in connection with the implementation of this Forestry Right.
- 7.6 **Entire agreement:** This Forestry Right constitutes the entire agreement of the Parties relating to this Forestry Right and supersedes all prior discussions, negotiations, representations, warranties, understandings and agreements between the Parties relating to this Forestry Right.
- 7.7 **Severability:** If any provision of this Forestry Right is held to be illegal or unenforceable, it will be amended to the extent necessary to avoid such illegality or unenforceability, and if such amendment is not possible the enforceability of the balance of this Forestry Right will not be affected, provided that nothing in this clause can materially affect the purpose of, or frustrate this Forestry Right.

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First Schedule

Description of the Land and Plan of Area Covered by the Forestry Right at the
Commencement Date

Part 1

805.5393 hectares more or less being Section 546 Left Bank Wanganui River and Part Section 1 Block X and Part Section 2 Block IX Ikitara Survey District comprised and described in Record of Title WN50C/50.

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Second Schedule

Rent and Rental Review / Adjustment

[Clauses 1 to 7 below are to be amended and / or deleted (as appropriate) to reflect the rental options determined or agreed in accordance with Part 5 of the property redress schedule. Clause references are also to be updated as appropriate]

[Example A – Annual Land Rental Indexed to CPI / PPI]

1. Rental and Rent Review

1.1 The rental is an annual fee of [\$] paid annually in advance, being calculated as [\$] per hectare of Forest Area, being an amount equivalent to the market rental payable for a forested area similar to the Forest Area (reviewable annually in accordance with clause 1.2 below) plus Goods and Services Tax (if any).

1.2 On every anniversary of the Commencement Date during the Term ("**Adjustment Date**"), the Consideration payable by the Grantee under this Forestry Right will be adjusted in accordance with the following formula:

(a) New Rent = Old Rent x Index Factor

Adjusted as necessary for Surrender Areas that have been replanted and surrendered.

1.3 Provided that:

(a) in no year will the Rental be less than that payable in the previous year (except where adjusted for Surrender Areas), and

(b) in the event of a decrease in the index for any or several years, the Rental shall not increase until it has increased beyond its previous highest point during the term.

1.4 "**Index Factor**" in clause 1.2(a) means the movement in the "Index" as defined below for the period from the Commencement Date to the relevant Adjustment Date, or from Adjustment Date to Adjustment Date as appropriate.

1.5 The index is comprised of:

(a) []% Consumer Price Index (All Groups (CPI));

(b) []% Producers Price Index (Forestry and Logging Outputs (PPI));

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- (c) being the CPI and PPI published by statistics New Zealand (or any replacement body); and
- (d) the relevant annual index will be the latest available published quarterly CPI or PPI as at the adjustment date.

[Example B – Annual Land Rental Indexed to CPI with Periodic Review]

2. RENTAL

- 2.1 The Grantee covenants with the Grantor to pay to the Grantor the Rental (which is subject to adjustment in accordance with this Schedule). The Annual Rent at the Commencement Date is [\$] plus GST.
- 2.2 The Rental will be paid to the Grantor by direct payment to the Grantee or as the Grantor otherwise directs (following receipt of a valid GST tax invoice) annually in advance with the first payment to be made as soon as practicable following registration of the Forestry Right and subsequent payments due annually thereafter on 1 March during the term of the Forestry Right.
- 2.3 Prior to issuing a valid GST tax invoice for the Rental to the Grantee, the Grantor and the Grantee will undertake an assessment to confirm the proportion of the Productive Area available to the Grantee and for which the Rental is payable.

3. ANNUAL CPI RENT REVIEW

- 3.1 The Rental is to be reviewed annually on each anniversary of the Commencement Date (Annual Rent Review Date). The new Rental will be calculated by multiplying the Per Hectare Rate (as reviewed under this clause) by the total number of hectares of the Productive Area, plus GST, as at the time of the relevant Annual Rent Review Date.
- 3.2 The Per Hectare Rate (in NZ Dollars per hectare) will be reviewed on each Annual Rent Review Date in accordance with the following:

$$A = (B/C) \times D$$

where:

A is the Per Hectare Rate applicable from the relevant Annual Rent Review Date.

B is the most recent CPI published by Statistics New Zealand (or its successor) prior to the relevant Annual Rent Review Date.

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- C** is the most recent CPI published by Statistics New Zealand (or its successor) prior to the previous CPI Rent Review Date, or if there is no previous Annual Rent Review Date, the Commencement Date.
- D** is the Per Hectare Rate immediately before the relevant Annual Rent Review Date.
- 3.3 In no event will the Per Hectare Rate effective from the relevant Annual Rent Review Date following a review under this clause be less than the Per Hectare Rate immediately prior to the relevant Annual Rent Review Date.
- 3.4 In no year will the Rental be less than that payable in the previous year (except where the Productive Area has reduced as a result of a surrender in accordance with clause 6.1.13 of the Forestry Right or the Grantee has purchased some of the productive area in accordance with clause 6.1.24).
- 3.5 In the event that Statistics New Zealand publishes the CPI for a quarter and then subsequently revises the CPI relating to that quarter, the Parties will as soon as possible determine the difference in Rental that results in that revision and credit or debit (as applicable) the difference against or to (as applicable) the next Rental payment.
- 3.6 For the purposes of this clause, CPI means the Consumer Price Index (All Groups) as published by Statistics New Zealand (or any successor organisation) on a quarterly basis. If that index ceases to be published on a quarterly basis or if the basis of calculation of the index is fundamentally changed, the CPI will mean an index on which the Parties agree, or failing agreement, as may be determined by the Independent Expert in accordance with this Schedule.

4. REVIEW PROCESS

- 4.1 Within a reasonable period prior to each Annual Rent Review Date the Grantee will determine, and give written notice to the Grantor of:
- (a) the reviewed Per Hectare Rate; and
 - (b) the new Rental (together with details about its calculations and supporting documentation about the calculations in sufficient detail to enable the Grantor to check the calculations),
- that applies from the relevant Annual Rent Review Date.
- 4.2 If the Grantor considers (acting reasonably and in good faith) that the Grantee has made an error in calculating the Productive Area, the Per Hectare Rate and/or the new Rental, it must notify the Grantee within 30 Working Days of receipt of the Grantee's notice that it considers that the Grantee has made an error or errors. Any such counter notice must set

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out the errors that the Grantor considers that the Grantee has made and include the Grantor's calculation of the new Rental in accordance with clause 5 of this Schedule.

5. MARKET RENT REVIEW

- 5.1 On the date [] years from the Commencement Date and every [] anniversary of the Commencement Date thereafter (Market Review Date), the parties may review the annual Rental using the process set out below.
- 5.2 At any time not earlier than nine months but no later than four months prior to the Market Review Date, either the Grantee or the Grantor may notify the other party if they require the annual Rental to be reviewed (Market Review Notice).
- 5.3 Upon receipt of the Market Review Notice, the parties will agree on an independent and suitably qualified forestry consultant to determine the fair market rent. If the parties are unable to agree upon a forestry consultant within 20 Working Days of receipt of the Market Review Notice, the parties will each appoint an independent and suitably qualified forestry consultant who will meet and agree on the fair market rent using the process set out in clause 5.4 of this Schedule. Either party may request that the President of either the New Zealand Institute of Valuers or the New Zealand Institute of Forestry appoint a suitably qualified forestry consultant.
- 5.4 The forestry consultant(s) will undertake the review using industry recognised methodology to determine the amount of annual Rental expected to be paid as at the Market Review Date for the use of the Forest Area for the purposes of the Forestry Right by a willing holder to a willing landowner in an arm's length transaction.
- 5.5 If, following adjustments for changes to the Productive Area, the fair market annual rental determined by the forestry consultant(s) at the Market Review Date (Assessed Rental Amount), is less than the annual Rental payable immediately before the relevant Market Review Date the annual Rental payable is the annual Rental immediately before the relevant Market Review Date.
- 5.6 If clause 5.5 applies, at each Annual Rent Review Date, the Assessed Rental Amount will be reviewed in accordance with clause 5.2 of this Schedule. If the new Assessed Rental Amount at the relevant Annual Rent Review Date is greater than the annual Rental

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payable immediately before the Annual Rent Review Date, the new Assessed Rental Amount will be the annual Rental.

- 5.7 The forestry consultant's(s) decision will be final and binding on the parties.
- 5.8 The costs of the joint forestry consultant will be shared equally. However, if the parties are unable to agree on a joint forestry consultant and each party appoints a forestry consultant, each party will meet its own costs.

[Example C – Rental as a percentage of land value]

6. Rental

- 6.1 That the Grantee shall pay to the Grantor Rental in respect of the Land as follows:
- (a) Rental payable under this Forestry Right shall be payable annually in advance commencing on [] each year and ending on [] in the succeeding year.
 - (b) Rental payable from and including the Commencement Date will be as follows, unless varied following a Rental review under this Forestry Right or otherwise as agreed and recorded in writing by the parties:
 - (i) For the first five years of the Forestry Right, from the Commencement date to [] the sum of [\$] excluding GST per annum (the Initial Rental).
 - (ii) From [] for the [] year period immediately following the Initial Rental period, and for all subsequent [] yearly periods until the Expiry Date, the rental shall be a sum equal to [] percent of the Land value as determined by an independent valuation of the Land for the purpose of rent review in accordance with clause 6.2 below. Provided however that the rental for each subsequent [] yearly period shall not be less than that for the preceding [] yearly period.
- 6.2 The parties agree that in respect to the independent valuation:
- (a) they will mutually select and appoint an independent registered valuer (the valuer) who shall value the Land in accordance with good industry practice and calculate the revised rental (if any). The costs of the valuer shall be equally divided between the parties;
 - (b) in the event of any disagreement or dispute between the parties concerning the selection of the valuer to perform the independent valuation referred to in clause (a) immediately above or the valuer's calculation of the revised rental (if any) then the parties shall each appoint an independent registered valuer (at their own cost) and

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each of these valuers shall value the Land in accordance with good industry practice, and calculate the revised rental (if any).

- (c) Where in the case of subclause (a) above, the values differ above, valuers shall meet and mutually agree the revised rental (if any) and the mutual decision of the valuers shall be binding on both parties'; and
- (d) where the valuers are unable to reach agreement within four (4) weeks, or such later time as may be agreed by the parties, then the calculation of the revised rental shall be considered a dispute and shall be referred to dispute resolution.

6.3 Pending the resolution of any disagreement or dispute referred to in clause 6.2 above, the Grantee shall continue to pay the rental to the Grantor at the same rate as the previous year's rent. After the amount of increased rent (if any) is determined, the Grantee shall thereafter pay rent to the Grantor at the increased rate so determined, and within thirty (30) days shall also pay to the Grantor any rental arrears resulting from the increased rental, such arrears to be calculated from the commencement of the relevant [] yearly rental period.

[Example D – Stumpage Rental]

7. Rental

7.1 The Stumpage Rental rate is []%.

7.2 The Grantee will pay the Grantor Stumpage Rental as follows:

- (a) In any calendar month where there is Stumpage, then Stumpage Rental shall be paid on the 20th of the month following the month in which Forest Produce is sold or utilised.
- (b) Where Stumpage Rental is payable, that the Grantee shall, together with such rental payment, submit to the Grantor a certified statement of all the Forest Produce sold or

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utilised and of the revenue and/or notional revenue arising therefrom and of the revenue received on which Stumpage Rental is payable.

- 7.3 The Grantee shall pay such Stumpage Rental at the rate of []% of Stumpage before the due date specified in clause 7.2(a) above.
- 7.4 If applicable, revenue arising from insurance from the Trees accruing to either the Grantor or the Grantee will be apportioned in the following ratio:
- (a) []% of Stumpage to the Grantor; and
- (b) (d) []% of Stumpage to the Grantee.
- 7.5 "Stumpage" shall be determined by the pricing system described in Note 1 below and means the market value of Forest Produce or the value established from the actual sale price of all Forest Produce, whichever is the greater.

Note 1: Stumpage is a pricing system where the price point is the standing tree. In cases where Forest Produce is sold in the form of prepared logs, stumpage is determined by taking the delivered sale price of prepared logs at a particular pricing point and then deducting the direct harvesting costs incurred to get prepared logs to that pricing point. Direct harvesting costs include (without limitation) harvest planning and consent fees, harvest road and skid construction, fence removal (if any), tree felling, log extraction, delimbing and processing, log cartage, marketing and associated harvest and management fees. Direct harvesting costs exclude (without limitation) the forest growing costs, overhead costs, management fees associated with the establishment and growing of the Forest and tax.

[End of rental and rent review examples]

8. Areas surrendered from the Forestry Right

- 8.1 Under clause 6.1.4 and clause 6.1.12 of the Forestry Right, the Grantee may surrender part of the Productive Area from time to time, and under clause 6.1.24 the Grantor may purchase (with agreement of the Grantee) all or part of the Productive Area from the Grantee. The Productive Area will be adjusted to reflect the areas validly surrendered or bought back, as the case may be, from the date that the surrender or buy back becomes effective in accordance with the Forestry Right (Effective Date), and the Rental will be adjusted accordingly.
- 8.2 Where an Effective Date occurs during a rental year, for the broken period from the Effective Date to the next Annual Rent Review Date, the Grantor shall determine the amount by which the Rental should be reduced by multiplying the Per Hectare Rate by the Surrender Area or the area bought back, as applicable, for the period from the Effective Date to the Next Annual Rent Review Date (Surrender/Buy-back Area Reduction). The

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Grantor may either pay the Surrender/Buy-back Area Reduction to the Grantee by direct payment to the Grantee within 20 Working Days of receipt of a valid GST tax invoice from the Grantee or elect to have the Surrender/Buy-back Area Reduction offset against the next payment of Rental.

9. Interest on overdue Rental or other moneys

- 9.1 Where the Rental or any other money payable under this Schedule is in arrears and unpaid for 20 Working Days following the due date for payment, the Grantee must pay to the Grantor interest to be calculated on a daily rate from the due date for payment to the date of actual payment, at the Default Interest Rate. For the avoidance of doubt, no money will be payable by the Grantee unless the Grantor has issued a valid tax invoice for the money payable.
- 9.2 Clause 9.1 of this Schedule will not apply to the failure to pay the adjustment of the Rental if this adjustment has not been determined on or before the due date for payment.

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Third Shedule

Insurance

(Ref clause 6.1.5)

1. To the extent that the Grantor or the Grantor's invitees carry on any activities on the Land which could cause any risk to the Forest, the Grantee and its operations and assets, the Grantor will, at its cost, take out and maintain insurance cover as is reasonable having regard to the nature of the risks involved and any dispute between the Parties as to the scope or level of such insurance will be the subject of the dispute resolution process in clause 6.1.9 of the Forestry Right. In any event, the level of such insurance cover required will not be less than the level of cover required by the Grantee from its Forestry Manager, contractors, licensees or invitees for comparable activities. The Grantor will comply with this clause if it holds the following insurance cover:

Public Liability: no less than \$10,000,000

2. If the Grantee is not the Crown during the Term the Grantee will, at its cost, take out and maintain insurance as follows:

Public liability: no less than \$10,000,000

3. Each Party will provide to the other on request details or a copy of such policy and a certificate of currency.

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Fourth Schedule

Assignment by the Crown as Grantee

(Ref clause 6.1.7)

The process and provisions set out in this Fourth Schedule will apply in the case of an assignment or proposed assignment under clause 6.1.7.

1. The Grantee shall give written notice to the Grantor offering to dispose of all or part of its interest in the Forestry Right as the case may be, at a price and on the terms and conditions set out in the notice. The Grantee may withdraw a notice at any time before acceptance.
2. If the Grantor –
 - (a) accepts the offer by notice in writing to the Grantee before the expiry of one calendar month after receiving the notice (“the Expiry Date”) a contract is constituted between the Grantee and the Grantor at the price and on the terms and conditions in the Grantee’s notice; or
 - (b) does not accept the offer by notice in writing within one calendar month, the Grantee may, at any time within the period of 6 months after the Expiry Date, dispose of all or part of its interest in the Forestry Right (as the case may be) subject to paragraph 3 of this Fourth Schedule.
3. If paragraph 2(b) of this Fourth Schedule applies:
 - (a) the price and other terms and conditions of the disposal may not be more favourable to the purchaser than those that were set out in the notice; and
 - (b) the Grantee may transfer or otherwise dispose of its interest in this Forestry Right subject to obtaining the prior written consent of the Grantor. Consent is not to be arbitrarily or unreasonably withheld in the case of a responsible, solvent and suitable assignee which has satisfied the Grantor of its ability to exercise the Forestry Right and observe and perform the covenants of the Grantee under this Forestry Right and provided the assignee is not a Disqualified Investor (as defined in this Schedule).
 - (c) the Grantor may require, as a condition of its consent, that the assignee provides security in the form of a bank guarantee from a New Zealand-registered trading

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bank (or such other form of guarantee acceptable to the Grantor) on terms acceptable to the Grantor to secure the assignee's obligations as Grantee under this Forestry Right provided such security (which if required by the Grantor will be adjusted on each Relevant Review Date) is limited to the value of one year's Rental payable under this Forestry Right plus all rates due and payable under clause 5.1.5 and the Grantor's costs of enforcing its rights under the guarantee to secure payment of the Rental and any other money payable by the Grantor under this Forestry Right.

4. After the six-month period referred to in paragraph 2(b) of this Fourth Schedule or notice is withdrawn in accordance with paragraph 1 of this Fourth Schedule, clause 6.1.7 of the Forestry Right applies again.
5. A Disqualified Investor is a person or entity that:
 - (a) has within the previous five years, been insolvent or had an administrator, receiver or liquidator (or equivalent) appointed (excluding any solvent restructuring or voluntary process);
 - (b) is not, or is not ultimately controlled by, a person which a reasonable person in the Grantor's position would consider to be a reputable and respectable entity or person, having regard in particular to whether the entity or person:
 - (i) has a track record of material or persistent breaches of environmental protection legislation;
 - (ii) is known to have materially or persistently breached laws or reasonable levels of ethical standards applicable to business practice; and
 - (iii) is or has been in recent years in material dispute with indigenous parties in a manner which demonstrates a lack of regard for the values of indigenous people; or
 - (c) (where required) has not received consent to the relevant transaction pursuant to the Overseas Investment Act 2005.

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Fifth Schedule

Notices and Communications

(Ref clause 6.1.11)

Initial address details of the Grantor:

Initial address details of the Grantee:

The General Manager
Crown Forestry
Ministry for Primary Industries
PO Box 2526
Wellington 6140
Email: Crown.Forestry@mpi.govt.nz

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A written notice or other communication under this Forestry Right:

1. must be delivered to the last known address (physical or electronic-mail (*email*) as the case may be) that was provided by the relevant Party under this clause; and
2. will only be effective when delivered (personal or courier delivery), 5 Working Days after posting (postal delivery) or, in the case of email, when acknowledged by the other Party orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement (email delivery).
3. Any receipt or deemed receipt after 5:00 pm or on a day that is not a Working Day in the place it is delivered will be deemed to have been received on the next Working Day in that place.

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Sixth Schedule

Surrender Area Condition for Surrender

(Ref clause 6.1.12)

1. Prior to surrender of a Surrender Area under clause 6.1.12 (where the Surrender Area has been harvested), the Surrender Area must be in a post-harvest condition consistent with Accepted Forestry Practices. As at the date of this Forestry Right, the standards for Accepted Forest Practices in respect of post-harvest condition are those in the NES-CF and described in detail below. Such post-harvest condition is specifically prior to and not including land preparation for the establishment of the subsequent crop:
 - (a) harvested Trees and Slash will be removed from water bodies, roads, culverts, land that would be covered by water during a 5% annual exceedance probability flood event and fences (in accordance with standard forestry industry practice in New Zealand), provided it is safe to do so;
 - (b) subject to paragraph 1(c) of this Sixth Schedule, harvested Trees and Slash that are 2 metres or more, have large-end diameters of 10 centimetres or more and can be safely lifted using harvesting equipment and transferred to a landing without degrading or breaking up must be removed from any cutover areas located on orange or red zone land (as defined in the NES-CF (Cutover Areas)) provided it is safe to do so;
 - (c) the Grantee may, at its sole and absolute discretion, elect to leave:
 - (i) up to 15m³ of harvested Trees and Slash on each hectare of the Cutover Area; or
 - (ii) more than 15m³ of harvested Trees and Slash on each hectare of the Cutover Area provided it has obtained the relevant consents;
 - (d) Slash will, where reasonably practical, be retained on and left in a dispersed state over areas of the Surrender Area which are considered stable ground;
 - (e) Slash will be left in a manner as to avoid the collapse of a Slash pile or the collapse of the ground under the Slash pile; and

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- (f) foreign bodies and rubbish deposited on the Surrender Area during the Term (including without limitation logging equipment and consumables such as wire rope) are removed from the Surrender Area.

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Seventh Schedule

Joint Management Committee

(Ref clause 6.1.10)

Establishment of the Joint Management Committee

1. The Parties shall:
 - (a) jointly establish a Joint Management Committee;
 - (b) each appoint two representatives to the Joint Management Committee; and
 - (c) each Party will notify the other of their nominated appointees from time to time.
2. Both Parties agree that each member has the delegated authority from the Grantor and the Grantee (as applicable) to carry out the roles and responsibilities on behalf of the Grantor or the Grantee responsible for the appointment.

Joint Management Committee: Role Functions and Responsibilities

3. Consistent with sound forestry practices and principles and to achieve effective, efficient, and coordinated management of the forest estate including their respective areas without diminishing the privileges and responsibilities of the Parties under the Forestry Right, the Joint Management Committee shall:
 - (a) meet at least annually or as the Parties otherwise determine appropriate bearing in mind the stage of the Forest and the operational activities taking place in respect of the Forest;
 - (b) have authority delegated by the Parties to discuss and agree joint policies including but not limited to:
 - (i) formulae for fair appointment of management, operational and protection costs;

For the avoidance of doubt any costs incurred which relate to a specific Party's area and not to the other Party's area will be borne in full solely by the relevant Party;

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Unless otherwise agreed by the Joint Management Committee, forest management costs for general management, protection, maintenance, and fire services incurred in any financial year will be shared in proportion to use by each Party;

- (ii) access by either Party or their agents, representatives or appointees over the other Party's area;
 - (iii) fire control and equipment (where equipment is held);
 - (iv) road, fence and other maintenance;
 - (v) weed and animal control;
 - (vi) Health and Safety at Work Act 2015 issues; and
 - (vii) interaction with regulatory authorities in respect of land and land use issues; and
- (c) adopt a consensus approach to policy determination. If consensus cannot be achieved on any significant issue the matter shall be referred to the Minister's lawful delegate and the Grantor's directors or senior management for direction or, if necessary, resolution; and
- (d) discuss and, provided the Management Plan is consistent with the Forestry Right, approve the Management Plan (such approval not to be unreasonably withheld). Prior to approving and ratifying the Management Plan, the Joint Management Committee may consult with the Grantor as to the form and content of the Management Plan (including any revisions).
4. For the avoidance of doubt, the Grantee has the sole and absolute right to harvest the Trees at such time and in such manner during the Term as it thinks fit in its sole discretion.
5. The Grantee will be the secretariat for the Joint Management Committee and bear all costs associated with that, but each Party will otherwise bear their own costs.

Appointment of a Forest Manager

6. The Forest Manager shall be engaged by the Grantee, following consultation with, and giving consideration to the views of the Joint Management Committee, on the basis that the Forest Manager shall:

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- (a) be responsible for carrying out all forestry operations; and
- (b) attend and report to the meetings of the Joint Management Committee meetings as required by the Joint Management Committee.
7. For the avoidance of doubt, the Parties acknowledge that any Forest Manager contracted by the Grantee is in connection with the Grantee's responsibilities under this Forestry Right, and therefore, the Grantee will have the sole and absolute right in all respects to decide who (if anyone) it contracts with to provide forestry operations services.

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Eighth Schedule

Management Plan and Reports

(ref clause 5.1.14)

Management Plan

1. Within 12 months of the Commencement Date, the Grantee shall prepare a Management Plan as outlined below and submit the Management Plan to the Joint Management Committee for discussion, and ratification.
2. In subsequent years of the Term, any updates to the Management Plan by the Grantee will be submitted to the Joint Management Committee for discussion, and ratification.
3. The Grantee will undertake a review of the Management Plan at least every three years and confirm whether any updates are required.

Objectives of the Management Plan

4. The Management Plan will be prepared with a view to achieving the following objectives:
 - (a) to manage, tend, grow, protect, harvest, store, carry away and sell Forest Produce from the Trees grown on the Forest Area;
 - (b) to manage the Forest in accordance with best forest industry practice in New Zealand;
 - (c) to ensure effective planning, implementation, monitoring, consultation and review processes which promote continuous improvement; and
 - (d) to implement effective management systems and practices that will protect the Forest and enable activities to be managed in a way where any adverse effects are avoided, remedied or mitigated,

whilst demonstrating respect for the mana whenua of the Grantor, and having regard to the Grantor's role as kaitiaki of the land (and related duties), and the need to operate the business in a manner that takes into consideration the principles of kaitiakitanga and for those involved to practice a land stewardship ethic that

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integrates responsible land use within the conservation of soil, air, water quality, wildlife and ecosystems, aesthetics and sites of cultural or historic significance.

Content of Management Plan

5. Unless otherwise determined by mutual agreement, the Management Plan will include:
- (a) the objectives of Forest management;
 - (b) a description of the Forest resource;
 - (c) how the objectives will be met;
 - (d) establishment and silvicultural activities if, or as relevant;
 - (e) harvesting schedules and marketing plans when relevant (provided that the Management Plan must include a harvesting schedule where harvesting is scheduled to occur within two years);
 - (f) Forest management and contract administration practices;
 - (g) steps to be taken where practicable (in accordance with Accepted Forestry Practices) to:
 - prevent soil erosion and pollution of streams;
 - conserve and protect fish and wildlife;
 - conserve and protect native bush reserves;
 - to the extent weeds and Trees are hindering access, clear weeds and spray and tend the Trees on or adjacent to boundary roads and arterial roads; and
 - keep all streams, water courses, water races power and telephone lines, fire breaks, skids and survey pegs on the Forest Area clear and unobstructed.
 - (h) planned management activities in the short term including Forest protection, maintenance and security;

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- (i) environmental impacts of the plan;
- (j) management of historic sites and wāhi tapu;
- (k) conservation of rare and threatened species;
- (l) access requirements of the Grantor;
- (m) pests and weed control; and
- (n) maps of the Forest, showing protected areas, planned management and land ownership.

Annual Report

6. The Grantee will within 90 days after the end of each reporting year provide to the Grantor an Annual Operations Report on the principal operations undertaken in the preceding year in respect of the Forest. The Annual Operations Report will include:
- (a) a statement of health and safety performance in forestry operations together with summary documentation covering aspects of that performance such as a summary of audits undertaken, performance against improvement objectives and new contractor inductions undertaken;
 - (b) a statement for environmental performance of forestry operations including a summary of inspections and actions undertaken;
 - (c) a report of the relevant year containing a summary of forestry operational activities undertaken during the year, together with a narrative discussion highlighting the results of the year, with reference to the Management Plan;
 - (d) forest health, protection and security;
 - (e) any conditions or events which materially alter the future management of or value of any of the Forest;
 - (f) planned operations for the following 12-month period; and
 - (g) other content as agreed.

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Ninth Schedule

**Specifications for the Establishment of the Second Rotation Crop
(Ref clause 6.1.17)**

"Establishment" and "Established" as the context so requires means in relation to the planting of the second rotation crop the achievement at eight months i.e. at 31 March in the year following planting, of a minimum average stocking of 800 stems per hectare for each geographically identifiable Stand.

All establishment operations will be carried out according to best forestry practice appropriate to comparable sites in the region where the Forest is located, and quality standards prevailing in the forest industry at the time at the cost of the Grantee in all respects.

The establishment operations to be carried out are to include (but not by way of limitation) at the Grantee's cost:

Land Preparation

Sufficient preparation and weed control to enable the successful establishment of the second rotation crop.

Purchase of Planting Stock

The species will be *Pinus radiata* of a minimum Growth and Form (GF) rating of GF17 or its equivalent at the time or such other growth and form rating necessary in accordance with the obligation to comply with best forestry practice.

Planting

Seedlings, cuttings or other plant material planted at a suitable stocking and spacing that will achieve a minimum average stocking of 800 stems per hectare eight months after planting.

Releasing

Sufficient releasing to ensure that the minimum average stocking is achieved.

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Statutory Consents and Approvals

Obtaining and complying with all necessary statutory and regulatory consents and approvals for the establishment of the second rotation crop.

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