HAKO
and
NGĀI TAI KI TĀMAKI
and
NGĀTI HEI
and
NGĀTI MARU
and
NGĀTI PAOA
and
NGĀTI POROU KI HAURAKI
and
NGĀTI PŪKENGA
and
NGĀTI RĀHIRI TUMUTUMU
and
NGĀTI TAMATERĀ
and
NGĀTI TARA TOKANUI
and
NGAATI WHANAUNGA
and
TE PATUKIRIKIRI

and

THE CROWN

PARE HAURAKI COLLECTIVE REDRESS DEED

---

2 August 2018

PURPOSE OF THIS DEED

This deed relates to the 12 Iwi of Hauraki, being –

- Hako;
- Ngāi Tai ki Tāmaki;
- Ngāti Hei;
- Ngāti Maru;
- Ngāti Paoa;
- Ngāti Porou ki Hauraki;
- Ngāti Pūkenga;
- Ngāti Rāhiri Tumutumu;
- Ngāti Tamaterā;
- Ngāti Tara Tokanui;
- Ngaati Whanaunga; and
- Te Patukirikiri.

This deed –

- specifies the collective Treaty redress in respect of the shared interests of the Iwi of Hauraki for their historical claims; and
- provides for other relevant matters; and
- is conditional upon the Pare Hauraki collective redress legislation coming into force.

Each Iwi of Hauraki will also receive iwi-specific Treaty redress in a deed of settlement of its historical claims with the Crown.

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PARE HAURAKI COLLECTIVE REDRESS DEED

THIS DEED is made between

HAKO
and
NGĀI TAI KI TĀMAKI
and
NGĀTI HEI
and
NGĀTI MARU
and
NGĀTI PAOA
and
NGĀTI POROU KI HAURAKI
and
NGĀTI PŪKENGA
and
NGĀTI RĀHIRI TUMUTUMU
and
NGĀTI TAMATERĀ
and
NGĀTI TARA TOKANUI
and
NGAATI WHANAUNGA
and
TE PATUKIRIKIRI

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS, RATIFICATION AND APPROVALS

1.1 Since December 2009, there have been negotiations between the 12 Iwi of Hauraki and the Crown towards a collective Treaty redress deed for the historical claims of the iwi.

1.2 The attachments contain a map showing the area within which redress is being provided to the Iwi of Hauraki. This map does not describe an area of interest and only encompasses part of the Iwi of Hauraki rohe.

1.3 On 1 October 2010, the Iwi of Hauraki and the Crown signed a Framework Agreement that included offers to negotiate redress with respect to –

1.3.1 Te Aroha and Moehau maunga;

1.3.2 motu;

1.3.3 recognition of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine;

1.3.4 co-governance of Whenua Kura/public conservation land;

1.3.5 co-governance of the Waihou and Piako Rivers which includes the Ōhinemuri River;

1.3.6 relationship agreements and protocols with Ministers including Energy and Resources, Arts Culture and Heritage and Fisheries;

1.3.7 place name changes;

1.3.8 financial redress;

1.3.9 Athenree, Kauaeranga, Tairua, Waihou, Whangamata and Whangapoua Crown Forest Licensed land, including accumulated rentals;

1.3.10 commercial redress properties including Landcorp Farms, Office of Treaty Settlements' landbank properties and sale and leaseback properties; and

1.3.11 rights of first refusal.

1.4 On 22 July 2011, each Iwi of Hauraki signed Agreement in Principle Equivalents which expanded upon the Hauraki Collective Framework Agreement and also included offers to negotiate redress with respect to –

1.4.1 the rivers and waterways of the Coromandel Peninsula;

1.4.2 Whangamarino system, and Mangatawhiri and Mangatangi streams;

1.4.3 formal Conservation Board and Hauraki Gulf Forum representation;

1.4.4 a relationship agreement issued by the Minister of Conservation;

1.4.5 Te Reo Māori me ona tikanga;

1.4.6 enhancement and return of all forms of taonga;

1.4.7 rights relating to nationalised and non-nationalised Crown-owned minerals and information held by the Crown or Crown Research Institutes on these minerals;

1.4.8 preferential access to concessions in relation to Whenua Kura/ conservation land, Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine;

1.4.9 opportunities to enter into formal arrangements with the Crown over its proposed commercial arrangements in the Hauraki region, particularly in relation to infrastructure development and investment; and

1.4.10 other mechanisms available to the Iwi of Hauraki to recognise their interests in the marine and freshwater fisheries of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine, and the waterways of Tīkapa Moana.

1.5 The Agreement in Principle Equivalents also included offers to negotiate iwi-specific redress with respect to –

1.5.1 the properties and areas of ancestral, spiritual and cultural significance to each iwi including transfers and vestings, overlay classifications, statutory acknowledgements and deeds of recognition;

1.5.2 other cultural redress including relationship agreements, access to cultural resources, nohoanga and other arrangements and place name changes; and

1.5.3 commercial redress for each iwi.

1.6 On 22 December 2016, the Iwi of Hauraki and the Crown initialled a collective redress deed.

1.7 The Iwi of Hauraki have, since the initialling of this deed, by a majority of –

1.7.1 the percentage for each Iwi of Hauraki specified next to the iwi below, ratified this deed; and

1.7.2 the percentage for each Iwi of Hauraki specified next to the iwi below, approved the Pare Hauraki collective entities each receiving the relevant collective redress:

Iwi	Deed ratification percentage	Pare Hauraki collective entities approved
Hako	94.20%	93.33%
Ngāi Tai ki Tāmaki	89.60%	86.78%
Ngāti Hei	97.70%	97.70%
Ngāti Maru	94.00%	92.88%
Ngāti Paoa	96.20%	96.23%
Ngāti Porou ki Hauraki	Not applicable, refer to part 19	Not applicable, refer to part 19
Ngāti Pūkenga	Not applicable, refer to part 19	Not applicable, refer to part 19
Ngāti Rāhiri Tumutumu	86.05%	83.72%
Ngāti Tamaterā	96.15%	92.63%
Ngāti Tara Tokanui	95.24%	85.81%
Ngaati Whanaunga	98.15%	96.23%
Te Patukirikiri	100.00%	100.00%

1.8 Each majority referred to in clause 1.7 is of valid votes cast in a ballot.

1.9 The Crown is satisfied –

1.9.1 with the ratification and approvals of each Iwi of Hauraki referred to in clauses 1.7.1 and 1.7.2; and

1.9.2 the Pare Hauraki collective cultural entity is appropriate to receive cultural redress on behalf of the Iwi of Hauraki; and

1.9.3 the Pare Hauraki collective commercial entity and Pare Hauraki collective CFL land entity are appropriate to receive commercial redress on behalf of the Iwi of Hauraki.

1: BACKGROUND

ESTABLISHMENT OF PARE HAURAKI COLLECTIVE ENTITIES

1.10 The parties acknowledge that the Iwi of Hauraki must establish the Pare Hauraki collective entities to receive collective redress on behalf of the Iwi of Hauraki.

AGREEMENT

1.11 Therefore, the parties –

1.11.1 wish to enter, in good faith, into this deed; and

1.11.2 agree and acknowledge as provided in this deed.

2 IMPLEMENTATION AND EFFECT ON VARIOUS STATUTES

RESUMPTIVE ENACTMENTS

2.1 The Pare Hauraki collective redress legislation will, on the terms provided by sections 11 to 13 of the draft collective bill, –

2.1.1 provide that the legislation referred to in section 11(2) of the draft collective bill does not apply –

(a) to a cultural redress property; or

(b) to a commercial redress property; or

(c) to the licensed land; or

(d) to a purchased deferred selection property if settlement of the property has been effected; or

(e) to an early release commercial redress property; or

(f) to any RFR land disposal under a contract formed under section 229 of the draft collective bill; or

(g) to all or part of the Koheroa Road property if it is disposed of under a contract formed under section 264 of the draft collective bill; or

(h) for the benefit of Pare Hauraki collective entities; and

2.1.2 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, the properties listed in clause 2.1.1; and

2.1.3 define Koheroa Road property as the property described in part 8 of the attachments (second right of refusal land), being 0.8075 hectares, more or less, being Lot 1 DP 92293. All computer freehold register NA48D/901.

PERPETUITIES AND AVAILABILITY OF DEED

2.2 The Pare Hauraki collective redress legislation will, on the terms provided by sections 14 and 17 of the draft collective bill –

2.2.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –

(a) apply to a document entered into to give effect to this deed if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective; or

(b) prescribe or restrict the period during which the Pare Hauraki collective cultural entity, being the trust to be established under clause 18.7.2, may exist or hold or deal with property; and

2.2.2 require the Chief Executive of the Ministry of Justice to make copies of this deed publicly available.

APPLICATION OF TE TURE WHENUA MAORI ACT 1993

2.3 The Pare Hauraki collective redress legislation will, on the terms provided by section 15 of the draft collective bill, provide that no judicial body has jurisdiction in respect of any matter that arises from the application of Te Ture Whenua Maori Act 1993 if the matter relates to –

2.3.1 a property vested or transferred under the Pare Hauraki collective redress legislation or this deed while it remains in the ownership of the recipient entity or any subsidiary; or

2.3.2 RFR land (other than land subject to an application under section 41(e) of the Public Works Act 1981); or

2.3.3 former RFR land transferred to the Pare Hauraki collective commercial entity (or to a person to whom the rights of the entity under the RFR have been assigned) while it remains in the ownership of that person or any subsidiary; or

2.3.4 former second right of refusal land transferred to the Pare Hauraki collective commercial entity (or to a person to whom the rights of the entity under the RFR have been assigned) while it remains in the ownership of that person or any subsidiary; or

2.3.5 any governance arrangement over land or property described in clauses 2.3.1 to 2.3.4; or

2.3.6 any action taken by a Pare Hauraki collective entity in relation to land or property (other than a cultural redress property) described in clause 2.3.1 to 2.3.3 before the transfer of the land to it.

3 PARE HAURAKI COLLECTIVE CULTURAL ENTITY

OVERVIEW

3.1 The Pare Hauraki collective cultural entity will be the representative collective body of the Iwi of Hauraki in relation to natural resource matters and other matters.

3.2 As detailed in parts 5 to 12, the Pare Hauraki collective cultural entity will be responsible for (among other things):

3.2.1 promoting the restoration, maintenance and enhancement of natural resources in the Pare Hauraki world;

3.2.2 promoting a culture of natural resource partnership in the Pare Hauraki world;

3.2.3 promoting an integrated approach to natural resource governance and management across the Pare Hauraki world; and

3.2.4 promoting the social, cultural and economic wellbeing of the people of Pare Hauraki.

CO-GOVERNANCE, PARTNERSHIPS AND RELATIONSHIPS

3.3 The Pare Hauraki collective redress legislation will provide that the Pare Hauraki collective cultural entity will:

3.3.1 appoint six members to the Waihou, Piako, Coromandel Catchment Authority, a co-governance entity which provides governance, oversight and direction in relation to the waterways of the Waihou, Piako and Coromandel catchments;

3.3.2 be involved in the governance and management of the upper and lower Mangatangi River, the Mangatawhiri Stream and the Whangamarino catchments, being the area edged black in the map in part 14 of the attachments; and

3.3.3 appoint three members to the Moehau Tupuna Maunga Board to administer the Moehau Tupuna Maunga Reserve.

3.4 The Pare Hauraki collective cultural entity will also have partnerships and relationships with relevant Ministers and Ministries, including, under this deed, the Department of Conservation, Ministry for Primary Industries and the Ministry of Business, Innovation and Employment.

FUTURE NEGOTIATIONS

3.5 The Pare Hauraki collective cultural entity will lead, on behalf of the Iwi of Hauraki, the future Treaty negotiations with the Crown:

3.5.1 for collective cultural redress, over the following water bodies:

(a) Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine:

(b) Tauranga Moana; and

3.5.2 as part of the review of the scheme which applies to the gathering, use and possession of materials for customary purposes from dead marine mammals to provide for the rights of the Iwi of Hauraki.

CROWN CONTRIBUTION

3.6 On the settlement date, the Crown will pay the amount of $500,000 to the Pare Hauraki collective cultural entity as a contribution to the establishment and other costs of the entity.

4 STATEMENT OF PARE HAURAKI WORLD VIEW AND PROGRAMME FOR A CULTURE OF NATURAL RESOURCE PARTNERSHIP

I. STATEMENT OF PARE HAURAKI WORLD VIEW

Ngā puke ki Hauraki ka tārehua
E mihi ana ki te whenua, e tangi ana ki te tāngata
Ko Moehau ki waho, ko Te Aroha ki uta
Ko Tīkapa te moana, ko Hauraki te whenua

The peaks of Hauraki lie shrouded in mist
We revere the land and lament the people
Moehau stands afar while Te Aroha stands within
Tīkapa is the sea and Hauraki the land

Haere mai ki Hauraki he aute te awhea[1]

4.1 The spiritually and culturally symbiotic relationship between the people of Pare Hauraki and our world, mai Matakana ki Matakana, is founded on whakapapa links between the cosmos, gods, nature and people. Our world is a holistic unified whole consisting of spiritual and physical interrelated realities.

4.2 Our relationships are first and foremost genealogical. All things, animate and inanimate, have a whakapapa derived from Papatūānuku and her children. The works of nature – mountains, seas, rivers, wetlands, animals and plants – are either kin, ancestors, or founding parents. From our cosmogony, all things have their own mauri and personality requiring respect and protection.

4.3 Whanaungatanga lies at the core of our relationships. Te taura tāngata is the cord of kinship that binds us together through whakapapa. It is a braid that is tightly woven, tying in all its strands. It is unbroken and infinite.

4.4 Our traditional imagery holds that the Coromandel Peninsula is the jagged barb of the great fish of Māui (Te Tara o te Ika a Māui), while the peaks of Te Aroha and Moehau form the prow and stern of the waka.

4.5 Important tribal taniwha and tupua dwell in the ancestral seas and rivers which are also the location of continued spiritual and cultural traditions and practices maintained over the many centuries.

4.6 The extensive coastline, mountainous backbone, rivers and wetlands make for a resource rich and environmentally diverse rohe, desired by many over the centuries. The taonga tuku iho bestowed upon us include taonga species, fertile soils, hua

[1] "Come to Hauraki, where the aute is not disturbed."

The aute plant (paper mulberry), brought to Hauraki from Hawaiki, is an iconic symbol representing the fertility and mana of Hauraki, and this pepeha is a metaphor of peace and endurance.

whenua, hua rākau, kai moana, kai awa, kai ngahere, timber, textile flora and minerals.

4.7 The seas and foreshores of Tīkapa Moana to Mahurangi and Te Tai Tamahine / Te Tai Tamawahine to Ngā Kuri a Whārei provide nourishment and spiritual sustenance as well as the maritime pathways to settlements throughout our rohe. The maunga of Hauraki are uplifted places of revered events in time and space. There, resides the tangible history of Pare Hauraki. Many rivers flow from the maunga into the plains and sea and provide sustenance and inland pathways. To the west includes the Waihou, Ōhinemuri and Piako, and to the east Whitianga and Tairua. The flood plain of the Piako and Waihou rivers was an inland sprawling sea and wetland rich with flora and fauna.

4.8 These places are revered in tribal histories and mōteatea.

4.9 Our traditions hold that our people have dwelt in Hauraki for over a millennium.

4.10 Our tūpuna inhabited a rohe temperate and generally frost free which enabled the cultivation of kūmara, taro and yam from Polynesia. The broadleaf and podocarp forests include miro, hinau, tawa and karaka whose fruit were harvested. The rohe abounds in bird life with many wetland species and thousands of migratory waders, which congregate on the coastal mudflats in season. The seas and foreshores teem with marine mammals, fish and shellfish, the wetlands and rivers with birds, tuna and fish, as well as berries and medicinal and textile flora. Much of the rohe was thickly forested, with the rivers and water bodies giving access to great stands of kahikātea and kauri.

4.11 These resources were subject to access and use rights as an essential part of kaitiakitanga. Some species would be generally available, while other species would be regulated by rangatira in order to ensure sustenance and sustainability for the tribe.

4.12 The richness and diversity of this natural world is reflected by the many peoples who have belonged to the land and seas of Hauraki over the centuries. Thus, there are some 6,000 recorded historical sites, 700 of which are pā. It is generally accepted that there are more than double that number. More numerous again are the wāhi tapu cared for by Pare Hauraki as kaitiaki of these revered places.

4.13 The traditions of Pare Hauraki are of a highly mobile and maritime nation. Movement throughout tribal areas was influenced by areas of occupation and the location and availability of natural resources. Seasonal harvesting, especially kai moana, involved travel and occupation over very wide areas of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine and their motu. Preservation of birds and fish was an important activity, together with tending of extensive cultivations.

4.14 The mana and wellbeing of Pare Hauraki was displayed in many ways - the quantity and quality of kai; waka and whare; tools/weaponry personal ornaments (including tahanga, tōhora, and huruhuru); and korowai and whāriki etc.

4.15 Many whānau, hapū and iwi have dwelled in Hauraki over the centuries. The complexity and diversity of Pare Hauraki is reflected in the separate waves of tribal migration - various waka, tōhora and taniwha traditions, together with histories of

conflict, intermarriage and tuku whenua. Tribal entities have come and gone, with the 12 Iwi of Hauraki now comprising:

4.15.1 Hako;

4.15.2 Ngāi Tai ki Tāmaki;

4.15.3 Ngāti Hei;

4.15.4 Ngāti Maru;

4.15.5 Ngāti Paoa;

4.15.6 Ngāti Porou ki Hauraki;

4.15.7 Ngāti Pūkenga;

4.15.8 Ngāti Rāhiri Tumutumu;

4.15.9 Ngāti Tamaterā;

4.15.10 Ngāti Tara Tokanui;

4.15.11 Ngaati Whanaunga; and

4.15.12 Te Patukirikiri.

II. PROGRAMME FOR A CULTURE OF NATURAL RESOURCE PARTNERSHIP

He ahakoa au ka mate, tēna te aute i whakatokia e au ki te taha o te whare[2]

4.16 A culture of natural resource partnership is a set of values, principles, attitudes, traditions, modes of behaviour and ways of life based on:

4.16.1 full respect for Te Tiriti o Waitangi;

4.16.2 full respect for the tino rangatiratanga of the Iwi of Hauraki;

4.16.3 full respect for the intergenerational kaitiaki responsibilities of the Iwi of Hauraki;

4.16.4 full respect for the kawanatanga of government;

4.16.5 promoting inclusive and mutual outcomes for all people;

4.16.6 commitment to partnerships based on good faith, integrity, honesty, transparency and accountability;

[2] "Although I may be killed, there is an aute tree which I have planted by the side of my house."

This Pare Hauraki ohaaki has several layers of meaning, one of which is putting in place the necessary steps to safeguard the future.

4.16.7 recognition that the health and wellbeing of the people is integrally linked to the health and wellness of the Pare Hauraki world;

4.16.8 recognition that the whenua binds all people together; and

fostered by enabling regional and national regimes conducive to natural resource partnerships.

4.17 Effective implementation of the Programme requires mobilisation of commitments or resources by Pare Hauraki and government (central and local).

4.18 Commitments to a whole of world approach that:

4.18.1 produces holistic and vertically integrated policy and planning instruments; and

4.18.2 encourages cross-boundary initiatives.

4.19 Maintenance, enhancement and restoration of natural resources, including to:

4.19.1 reinvigorate the health and viability of the Pare Hauraki world;

4.19.2 restore the mana of the ancestral maunga, moana, awa and whenua and other taonga of the Iwi of Hauraki;

4.19.3 prioritise reversing the environmental degradation of the ancestral moana and awa of the Iwi of Hauraki;

4.19.4 ensure the moana and awa are capable of sustaining the cultural traditions, practices and uses of the Iwi of Hauraki;

4.19.5 sustain and enhance the mauri of the Pare Hauraki world and all its parts;

4.19.6 protect the wāhi tapu of the Iwi of Hauraki;

4.19.7 provide governance and management to protect and enhance environmental, economic, social, spiritual and cultural wellbeing for the Iwi of Hauraki; and

4.19.8 promote environmental enhancement.

4.20 Processes to effect meaningful natural resource partnerships, including to:

4.20.1 restore the mana of the Iwi of Hauraki to make decisions in relation to the Pare Hauraki world and exercise kaitiakitanga;

4.20.2 promote iwi as decision makers along with government (central and local) on the use, development, management and protection of all natural resources;

4.20.3 commit to enabling and supporting te reo Pare Hauraki me ona tikanga;

4.20.4 provide for cultural use and access by the Iwi of Hauraki to their ancestral maunga, moana, awa and other taonga;

4.20.5 strengthen processes for early engagement on issues; and

4.20.6 ensure working together between the Iwi of Hauraki and government (central and local) using shared knowledge, information and expertise.

5 CULTURAL REDRESS: WAIHOU, PIAKO, COROMANDEL CATCHMENT CO-GOVERNANCE REGIME

WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

5.1 The Pare Hauraki collective redress legislation will, on the terms provided by sections 86 to 100 of the draft collective bill, provide for the establishment of a statutory authority called the Waihou, Piako, Coromandel Catchment Authority (**Waihou, Piako, Coromandel Catchment Authority**).

PURPOSE OF WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

5.2 The purpose of the Waihou, Piako, Coromandel Catchment Authority will be to provide co-governance, oversight and direction for the taonga that is the waterways of the Coromandel, Waihou and Piako catchments (shown as the areas edged respectively yellow, purple and blue in the map in part 15 of the attachments), in order to promote:

5.2.1 a co-ordinated and intergenerational approach;

5.2.2 the Pare Hauraki World View and Programme for a Culture of Natural Resource Partnership;

5.2.3 the values of Ngāti Hauā;

5.2.4 the values of Ngāti Hinerangi;

5.2.5 the values of Raukawa; and

5.2.6 community aspirations for the Waihou, Piako and Coromandel catchments.

FUNCTIONS OF WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

5.3 The principal function of the Waihou, Piako, Coromandel Catchment Authority will be to achieve its purpose.

5.4 The specific functions of the Waihou, Piako, Coromandel Catchment Authority will be to:

5.4.1 promote the integrated and co-ordinated management of the waterways of the Waihou, Piako and Coromandel catchments;

5.4.2 prepare and approve the Waihou, Piako and Coromandel Catchments Plan for the waterways of the Waihou, Piako and Coromandel catchments;

5.4.3 maintain a register of accredited hearing commissioners;

5.4.4 engage with, seek advice from and provide advice to the local authorities and government departments regarding the health and wellbeing of the waterways of the Waihou, Piako and Coromandel catchments;

5.4.5 engage with, seek advice from and provide advice to iwi with interests in the waterways of the Waihou, Piako and Coromandel catchments regarding the health and wellbeing of those waterways;

5.4.6 provide oversight of the monitoring of activities in and the state of the waterways of the Waihou, Piako and Coromandel catchments and the extent to which the purpose of the Waihou, Piako, Coromandel Catchment Authority is being achieved, including through the implementation and effectiveness of the Waihou, Piako and Coromandel Catchments Plan;

5.4.7 engage with stakeholders, including liaising with the community in relation to the waterways of the Waihou, Piako and Coromandel catchments; and

5.4.8 take any other action that is considered by the Waihou, Piako, Coromandel Catchment Authority to be appropriate to achieve its purpose.

5.5 The Waihou, Piako, Coromandel Catchment Authority will operate in a manner that recognises and respects that different iwi have interests in different parts of the waterways of the Waihou, Piako and Coromandel catchments.

5.6 The Waihou, Piako, Coromandel Catchment Authority will have those powers that are reasonably necessary for it to carry out its functions.

MEMBERSHIP OF WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

5.7 The Waihou, Piako, Coromandel Catchment Authority will consist of 14 members as follows:

5.7.1 six members appointed by the Pare Hauraki collective cultural entity;

5.7.2 one member appointed by Te Mātāpuna o ngā awa o Waihou Piako;

5.7.3 two members appointed by the Waikato Regional Council;

5.7.4 two members appointed by the Thames-Coromandel District Council;

5.7.5 one member appointed by the Hauraki District Council;

5.7.6 one member appointed by the Matamata-Piako District Council; and

5.7.7 one member appointed by the South Waikato District Council;

(each organisation being an **appointer**).

5.8 The members of the Waihou, Piako, Coromandel Catchment Authority must:

5.8.1 act in a manner so as to achieve the purpose of the Waihou, Piako, Coromandel Catchment Authority; and

5.8.2 subject to clause 5.8.1, comply with any terms of appointment issued by the relevant appointer.

5: CULTURAL REDRESS: WAIHOU, PIAKO, COROMANDEL CATCHMENT CO-GOVERNANCE REGIME

Appointment of members and term

5.9 Members of the Waihou, Piako, Coromandel Catchment Authority:

5.9.1 are appointed for a term of three years commencing on the 60th day after the polling day for the most recent triennial local government election, unless the member resigns or, in the case of a local government appointer, is discharged by an appointer during that term; and

5.9.2 may be reappointed.

5.10 The initial term will:

5.10.1 commence on the settlement date; and

5.10.2 cease on the 59th day after the polling day for the next triennial local government election following the commencement date.

5.11 In appointing members to the Waihou, Piako, Coromandel Catchment Authority, appointers must be satisfied that the person has the mana, skills, knowledge or experience to:

5.11.1 participate effectively in the Waihou, Piako, Coromandel Catchment Authority; and

5.11.2 contribute to the achievement of the purpose of the Waihou, Piako, Coromandel Catchment Authority.

Discharge and resignation of members

5.12 A member may resign by written notice to that person's appointer and the Waihou, Piako, Coromandel Catchment Authority.

5.13 An appointer that is a local authority may discharge a member from the Waihou, Piako, Coromandel Catchment Authority by written notice to that person and to the Waihou, Piako, Coromandel Catchment Authority.

5.14 Where there is a vacancy on the Waihou, Piako, Coromandel Catchment Authority:

5.14.1 the relevant appointer will fill that vacancy, for the residual period of the relevant term, as soon as is reasonably practicable; and

5.14.2 any such vacancy does not prevent the Waihou, Piako, Coromandel Catchment Authority from continuing to discharge its functions.

CO-CHAIRS

5.15 At the first meeting, two members of the Waihou, Piako, Coromandel Catchment Authority must be appointed as Co-Chairs, as follows:

5.15.1 one Co-Chair must be appointed by the seven members appointed under clauses 5.7.1 and 5.7.2; and

5.15.2 the other Co-Chair must be appointed by the seven members appointed under clauses 5.7.3 to 5.7.7.

5.16 The Co-Chairs:

5.16.1 are appointed for a term of three years unless a Co-Chair resigns or, in the case of a local government appointer, is discharged as a member during that term; and

5.16.2 may be reappointed.

SUBCOMMITTEES

5.17 The Waihou, Piako, Coromandel Catchment Authority will have the power to:

5.17.1 appoint subcommittees of the Waihou, Piako, Coromandel Catchment Authority; and

5.17.2 delegate to those subcommittees any functions of the Waihou, Piako, Coromandel Catchment Authority except final approval of the Waihou, Piako and Coromandel Catchments Plan.

5.18 The Waihou, Piako, Coromandel Catchment Authority will consider, in particular, whether subcommittees should be appointed to address matters relating to:

5.18.1 the waterways of the Coromandel catchment; and

5.18.2 the waterways of the Waihou and Piako catchments.

MEETINGS OF WAIHOU, PIAKO, COROMANDEL CATCHMENT AUTHORITY

5.19 The Waihou, Piako, Coromandel Catchment Authority will:

5.19.1 at its first meeting agree a schedule of meetings that will allow the Authority to achieve its purpose and properly discharge its functions; and

5.19.2 review that meeting schedule on a regular basis to ensure that it is sufficient to allow the Authority to achieve its purpose and properly discharge its functions.

5.20 The quorum for a meeting of the Waihou, Piako, Coromandel Catchment Authority is not less than eight members, made up as follows:

5.20.1 at least four of the members appointed under clauses 5.7.1 or 5.7.2;

5.20.2 at least four of the members appointed under clauses 5.7.3 to 5.7.7; and

5.20.3 one of the Co-Chairs as one of those eight members.

5.21 The Waihou, Piako, Coromandel Catchment Authority must hold its first meeting no later than two months after the settlement date.

5.22 Members may be accompanied at any meeting by technical or other advisors.

5.23 Unless otherwise agreed, members will meet their own expenses in relation to their participation in the Waihou, Piako, Coromandel Catchment Authority.

DECISION-MAKING

5.24 The decisions of the Waihou, Piako, Coromandel Catchment Authority must be made by vote at a meeting.

5.25 When making a decision the Waihou, Piako, Coromandel Catchment Authority:

5.25.1 will strive to achieve consensus among its members; but

5.25.2 if, in the opinion of the Co-Chairs (or one of them if only one Co-Chair is present), consensus is not practicable after reasonable discussion, then except as provided for in clause 5.26, a decision of the Authority may be made by a majority of those members present and voting at the meeting.

5.26 Where, under clause 5.25.2, in the opinion of the Co-Chairs (or one of them if only one Co-Chair is present) consensus is not practicable after reasonable discussion in relation to the following decisions, those decisions may be made with the agreement of 70% or more of the members present and voting at a meeting:

5.26.1 the decision to approve the Waihou, Piako and Coromandel Catchments Plan; and

5.26.2 the approval of the Waihou, Piako, Coromandel Catchment Authority's annual budget.

5.27 To avoid doubt, a member of the Waihou, Piako, Coromandel Catchment Authority may not appoint a proxy.

5.28 The Co-Chairs may vote on any matter but do not have casting votes.

5.29 The members must approach decision-making in a manner that:

5.29.1 is consistent with, and reflects, the purpose of the Waihou, Piako, Coromandel Catchment Authority; and

5.29.2 acknowledges, as appropriate, the interests of iwi and local authorities in particular parts of the area covered by the Waihou, Piako, Coromandel Catchment Authority.

APPOINTMENT OF COMMISSIONERS

Commissioner register

5.30 There will be a register of accredited hearing commissioners developed and maintained for applications for resource consent as outlined in clause 5.35 relating to the waterways of the Waihou, Piako and Coromandel catchments (**commissioner register**).

5.31 The commissioner register will be developed and agreed by the Waihou, Piako, Coromandel Catchment Authority in consultation with Te Mātāpuna o ngā awa o Waihou Piako.

5.32 The Waihou, Piako, Coromandel Catchment Authority will maintain the commissioner register.

5.33 The commissioner register must include appointees with:

5.33.1 skills, knowledge and experience across a range of disciplines, including tikanga Māori; and

5.33.2 knowledge of the waterways of the Waihou, Piako and Coromandel catchments.

5.34 The commissioner register:

5.34.1 must be kept under review to ensure that it remains fit for purpose; and

5.34.2 may be amended by the parties referred to in clause 5.31.

Appointment of hearing commissioners

5.35 Clauses 5.36 to 5.41 apply to any application for a resource consent received that:

5.35.1 is notified, or is to be notified; and

5.35.2 is to:

(a) take, use, dam, or divert water in the waterways of the Waihou, Piako and Coromandel catchments;

(b) make a point source discharge to the waterways of the Waihou, Piako and Coromandel catchments;

(c) undertake any activity listed in section 13 of the Resource Management Act 1991 in relation to the waterways of the Waihou, Piako and Coromandel catchments; or

(d) undertake any other activity where the relevant authority decides it is appropriate for those clauses to apply.

5.36 Where a relevant local authority receives an application for resource consent referred to in clause 5.35, that local authority must, as soon as is practicable, inform the Waihou, Piako, Coromandel Catchment Authority if the application has been or is to be notified and that a hearing may be held.

5.37 When appointing hearing commissioners in relation to an application for resource consent referred to in clause 5.35, a relevant local authority:

5.37.1 must have particular regard to the commissioner register;

5.37.2 may make appointments from the commissioner register; and

5.37.3 must be guided by the need for the hearing panel to reflect an appropriate range of skills, knowledge and experience, including:

(a) tikanga Māori; and

(b) knowledge of the waterways of the Waihou, Piako and Coromandel catchments.

5.38 The final decision on the appointment of hearing commissioners will be made by the relevant local authority:

5.38.1 in accordance with the Resource Management Act 1991; and

5.38.2 in consultation with the Waihou, Piako, Coromandel Catchment Authority.

5.39 The Waihou, Piako, Coromandel Catchment Authority and a relevant local authority may agree in writing that for a specified period:

5.39.1 the arrangement for the appointment of commissioners set out in clauses 5.35 to 5.38 will not apply; and

5.39.2 an alternative arrangement for the appointment of commissioners will apply.

5.40 The parties record that:

5.40.1 Iwi of Hauraki and Waikato Regional Council, Thames-Coromandel District Council, Hauraki District Council, Matamata-Piako District Council and South Waikato District Council intend to enter into a Memorandum of Understanding in relation to the appointment of commissioners in the form set out in part 11 of the documents schedule;

5.40.2 the Memorandum will be effective in relation to each council when it is signed by the relevant parties referred to in clause 5.40.1; and

5.40.3 the Memorandum is an arrangement for the purposes of clause 5.39.2.

5.41 To avoid doubt, persons on the commissioner register who are members of an iwi with interests in the waterways of the Waihou, Piako and Coromandel catchments are not automatically disqualified from appointment as a hearing commissioner by virtue only of that person being a member of that iwi.

PROVISION OF APPLICATIONS FOR RESOURCE CONSENT

5.42 The relevant local authorities will provide to the Waihou, Piako, Coromandel Catchment Authority, the Pare Hauraki collective cultural entity, Ngāti Hauā, Ngāti Hinerangi and Raukawa governance entities an electronic summary, and if requested a copy, of applications for resource consent for activities that:

5.42.1 are within (in whole or in part) the waterways of the Waihou, Piako and Coromandel catchments; and

5.42.2 may affect the waterways in those catchments.

5.43 In order to facilitate an efficient process for the provision of that information, the Waihou, Piako, Coromandel Catchment Authority will provide to the relevant local authorities guidelines on the nature of information to be provided under clause 5.42, including:

5.43.1 the form of the electronic summary or copy to be provided;

5.43.2 whether there are certain types of applications for which a summary does not have to be provided;

5.43.3 the timing of the provision of the summary or copy of applications to the Authority; and

5.43.4 whether clause 5.42 can be suspended and achieved through another agreed approach.

5.44 To avoid doubt, the purpose of clause 5.42 is to provide information to the Waihou, Piako, Coromandel Catchment Authority but not to create any other rights or obligations.

PROCEDURES AND STANDING ORDERS

5.45 The Waihou, Piako, Coromandel Catchment Authority must at its first meeting adopt a set of procedures and standing orders for the operation of the Authority, and may amend those procedures and standing orders from time to time.

5.46 The procedures and standing orders of the Waihou, Piako, Coromandel Catchment Authority must not contravene:

5.46.1 this collective redress deed; or

5.46.2 tikanga Māori.

5.47 A member of the Waihou, Piako, Coromandel Catchment Authority must comply with the procedures and standing orders as amended from time to time by the Authority.

5.48 Subject to any inconsistency with the provisions of this deed, the Local Government Official Information and Meetings Act 1987 will apply to the Waihou, Piako, Coromandel Catchment Authority.

DECLARATION OF INTEREST

5.49 A member of the Waihou, Piako, Coromandel Catchment Authority is required to disclose any actual or potential interest in a matter to the Authority.

5.50 The Waihou, Piako, Coromandel Catchment Authority will maintain an interests register and will record any actual or potential interests that are disclosed to the Authority.

5.51 A member of the Waihou, Piako, Coromandel Catchment Authority is not precluded from discussing or voting on a matter:

5.51.1 merely because the member is affiliated to an iwi or hapū that has customary interests over the waterways of the Waihou, Piako and Coromandel catchments;

5.51.2 merely because the member is a member of a local authority; or

5.51.3 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Waihou, Piako, Coromandel Catchment Authority are advanced by or reflected in:

(a) the subject matter under consideration;

(b) any decision by or recommendation of the Authority; or

(c) participation in the matter by the member.

5.52 To avoid doubt, the affiliation of a member of the Waihou, Piako, Coromandel Catchment Authority to an iwi or hapū that has customary interests in the area covered the Authority is not an interest that must be disclosed or recorded under clauses 5.49 and 5.50.

5.53 A member of the Waihou, Piako, Coromandel Catchment Authority has an actual or potential interest in a matter if he or she:

5.53.1 may derive a financial benefit from the matter;

5.53.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter;

5.53.3 may have a financial interest in a person to whom the matter relates;

5.53.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or

5.53.5 is otherwise directly or indirectly interested in the matter.

5.54 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Waihou, Piako, Coromandel Catchment Authority.

5.55 In clauses 5.49 to 5.54, **matter** means:

5.55.1 the Waihou, Piako, Coromandel Catchment Authority performance of its functions or exercise of its powers; or

5.55.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Waihou, Piako, Coromandel Catchment Authority.

REPORTING AND REVIEW

5.56 The Waihou, Piako, Coromandel Catchment Authority must report annually to the appointers.

5.57 The report must:

5.57.1 describe the activities of the Waihou, Piako, Coromandel Catchment Authority including the use of the hearing commissioner register over the preceding 12 months;

5.57.2 explain how these activities are relevant to the Authority's purpose and functions;

5.57.3 include the report referred to in clause 5.67;

5.57.4 describe any matters of particular relevance to particular iwi, including Ngāti Hauā, Ngāti Hinerangi, Pare Hauraki and Raukawa, and how the Authority has addressed those matters; and

5.57.5 include any other matters that the Authority considers to be relevant.

5.58 The appointers will, on the date that is three years after the Waihou, Piako, Coromandel Catchment Authority's first meeting, commence a review of the performance of the Authority including on the extent to which:

5.58.1 the purpose of the Authority is being achieved; and

5.58.2 the functions of the Authority are being exercised effectively.

5.59 The appointers may undertake any subsequent review of the performance of the Waihou, Piako, Coromandel Catchment Authority at any time agreed between all of the appointers.

5.60 Following any review of the Waihou, Piako, Coromandel Catchment Authority under clauses 5.58 or 5.59, the appointers may make recommendations to the Authority on any relevant matter arising out of that review.

LIABILITY

5.61 A member of the Waihou, Piako, Coromandel Catchment Authority is not liable for anything done or omitted to be done in good faith in the performance of the Authority's functions or the exercise of its powers.

ADMINISTRATIVE ASSISTANCE AND ADVICE TO AUTHORITY

5.62 The Waikato Regional Council will provide administrative and technical support to the Waihou, Piako, Coromandel Catchment Authority.

5.63 The Waihou, Piako, Coromandel Catchment Authority may make a reasonable request of any relevant government department or local authority to provide information and attend meetings of the Authority.

5.64 A government department or local authority will comply with such a request where it is reasonably practicable to do so.

CROWN CONTRIBUTION TO COSTS

5.65 On the settlement date, the Crown will provide $500,000 to Waikato Regional Council as a one-off contribution to the costs of the establishment and activities of the Waihou, Piako, Coromandel Catchment Authority.

5.66 The Waikato Regional Council must, on behalf of the Waihou, Piako, Coromandel Catchment Authority:

5.66.1 hold the fund referred to in clause 5.65 and any other funds belonging to the Authority that are provided to the Waikato Regional Council for that purpose;

5.66.2 account for those funds in a separate and identifiable manner; and

5.66.3 spend those funds only in accordance with the directions of the Authority.

5.67 The Waikato Regional Council must report to the Waihou, Piako, Coromandel Catchment Authority on an annual basis confirming that the Council has complied with clause 5.66.

5.68 The Waihou, Piako, Coromandel Catchment Authority may direct the Waikato Regional Council to have an audit undertaken of its compliance with clause 5.66, and the Council must, as soon as practicable, comply with that direction and provide a report from an auditor to the Authority.

POTENTIAL LOCAL GOVERNMENT REORGANISATION

5.69 The parties acknowledge that in the event of future local government reorganisation, the local government membership of the Waihou, Piako, Coromandel Catchment Authority may have to be reconfigured to reflect that reorganisation.

5.70 Any reconfiguration in accordance with clause 5.69 may only be undertaken following engagement with the Pare Hauraki collective cultural entity, the governance entities for Ngāti Hauā, Ngāti Hinerangi and Raukawa and the Waihou, Piako, Coromandel Catchment Authority.

TE MĀTĀPUNA O NGĀ AWA O WAIHOU PIAKO

5.71 **Te Mātāpuna o ngā awa o Waihou Piako** will be established in relation to the waterways of the upper Waihou and Piako catchments.

Functions

5.72 The functions of Te Mātāpuna o ngā awa o Waihou Piako will be to:

5.72.1 draft the upper Waihou and Piako section of the Waihou, Piako and Coromandel Catchments Plan for the approval of the Waihou, Piako, Coromandel Catchment Authority (in accordance with the process in clause 5.107);

5.72.2 propose names of hearings commissioners for the upper Waihou and Piako section of the hearing commissioners register referred to in clause 5.30;

5.72.3 recommend to the Waihou, Piako, Coromandel Catchment Authority public engagement on issues relating to the upper Waihou and Piako waterways;

5.72.4 participate in community and agency engagement on issues relating to the upper Waihou and Piako waterways; and

5.72.5 recommend to the Waihou, Piako, and Coromandel Catchment Authority monitoring measures for the upper catchment to form part of any catchment wide approach to monitoring.

Membership

5.73 Te Mātāpuna o ngā awa o Waihou Piako will consist of 8 members, as follows:

5.73.1 one member appointed by Ngāti Hauā;

5.73.2 one member appointed by Ngāti Hinerangi;

5.73.3 one member appointed by Raukawa;

5.73.4 one member appointed by the Pare Hauraki collective cultural entity;

5.73.5 one member appointed by the Waikato Regional Council;

5.73.6 one member appointed by the Matamata-Piako District Council;

5.73.7 one member appointed by the Hauraki District Council; and

5.73.8 one member appointed by the South Waikato District Council.

5.74 At the first meeting, two members of Te Mātāpuna o ngā awa o Waihou Piako must be appointed as Co-Chairs as follows:

5.74.1 one Co-Chair must be appointed by the four iwi members; and

5.74.2 the other Co-Chair must be appointed by the four council members.

5.75 The Co-Chairs:

5.75.1 are appointed for a term of three years unless a Co-Chair resigns or, in the case of a local government appointer, is discharged as a member during that term; and

5.75.2 may be reappointed.

Appointment of member of Waihou, Piako, Coromandel Catchment Authority

5.76 Clause 5.77 applies to the appointment of the member of the Waihou, Piako, Coromandel Catchment Authority under clause 5.7.2.

5.77 The members of Te Mātāpuna o ngā awa o Waihou Piako appointed by the governance entities for Ngāti Hauā, Ngāti Hinerangi and Raukawa will jointly make the appointment referred to in clause 5.7.2.

5.78 To avoid doubt, the member of the Waihou, Piako, Coromandel Catchment Authority appointed under clause 5.7.2 will act in the interests of that Authority rather than in the interests of the appointers referred to in clause 5.77.

WAIHOU, PIAKO AND COROMANDEL CATCHMENTS PLAN

Purpose of Waihou, Piako and Coromandel Catchments Plan

5.79 The Waihou, Piako, Coromandel Catchment Authority must prepare and approve the Waihou, Piako and Coromandel Catchments Plan in accordance with the process set out in this part 5.

5.80 The purpose of the Waihou, Piako and Coromandel Catchments Plan is to:

5.80.1 identify the issues, vision, objectives and desired outcomes for the waterways of the Waihou, Piako and Coromandel catchments;

5.80.2 provide direction to decision-makers where decisions are being made in relation to the waterways of the Waihou, Piako and Coromandel catchments; and

5.80.3 convey the Waihou, Piako, Coromandel Catchment Authority's aspirations for the health and wellbeing of the waterways of the Waihou, Piako and Coromandel catchments.

5.81 The Waihou, Piako and Coromandel Catchments Plan may also address other matters that the Waihou, Piako, Coromandel Catchment Authority considers relevant to the purpose of that plan, such as (without limitation):

5.81.1 kaitiakitanga and mātauranga Māori;

5.81.2 mahinga kai and cultural activities;

5.81.3 water quality;

5.81.4 water quantity;

5.81.5 the effects of land-based activities on the waterways;

5.81.6 environmental health and biodiversity; and

5.81.7 gravel extraction.

5.82 To avoid doubt, the Waihou, Piako and Coromandel Catchments Plan may not contain rules or other methods.

Plan may form part of regional policy statement

5.83 The Waihou, Piako, Coromandel Catchment Authority may specify in the Waihou, Piako and Coromandel Catchments Plan that the plan (as a whole or in specified parts) may form part of the Waikato regional policy statement.

5.84 The Waikato Regional Council may in its discretion, and at any time after the approval of the Waihou, Piako and Coromandel Catchments Plan, determine that the plan (in whole or in part) is to form part of the Waikato regional policy statement (**direct incorporation**).

5.85 The determination under clause 5.84:

5.85.1 may only provide for direct incorporation of the Waihou, Piako and Coromandel Catchments Plan (or parts of the plan) if provision is made for that approach under clause 5.83; and

5.85.2 must be made by the full Waikato Regional Council rather than a committee of that council.

5.86 The Waikato Regional Council must consider and may make a new determination as to direct incorporation on each occasion when:

5.86.1 a new Waihou, Piako and Coromandel Catchments Plan is approved; or

5.86.2 a review of the regional policy statement is commenced.

5.87 In considering whether to make a determination under clause 5.84 the Waikato Regional Council must consider:

5.87.1 whether the Waihou, Piako and Coromandel Catchments Plan, or the specified parts of the plan, are in a suitable form for direct incorporation;

5.87.2 the purpose of the Resource Management Act 1991;

5.87.3 the purpose of the Waihou, Piako and Coromandel Catchments Plan; and

5.87.4 any submissions made on the draft Waihou, Piako and Coromandel Catchments Plan in relation to direct incorporation.

5.88 Before making a determination under clause 5.84, the Waikato Regional Council may refer specified parts of the Waihou, Piako and Coromandel Catchment Plan to the Waihou, Piako, Coromandel Catchment Authority for reconsideration along with the reasons for the reference.

5.89 The Waihou, Piako, Coromandel Catchment Authority must consider any reference under clause 5.88, and may at its discretion:

5.89.1 provide the Waikato Regional Council with any amendments to the Waihou, Piako and Coromandel Catchments Plan; or

5.89.2 advise the Waikato Regional Council that there will be no further amendments to the Waihou, Piako and Coromandel Catchments Plan.

5.90 If the Waihou, Piako, Coromandel Catchment Authority intends to make an amendment under clause 5.89, the Authority is not required to comply with any of the provisions relating to notification of or submissions on the draft plan.

5.91 Once the amendment is made, the Authority must give public notice of the amended plan in accordance with clause 5.116 and comply with clauses 5.117 to 5.119.

5.92 If a determination is made under clause 5.84, the Waikato Regional Council must, as soon as practicable after the determination is made, provide for direct incorporation of the Waihou, Piako and Coromandel Catchments Plan into the Waikato regional policy statement and publicly notify the change within 5 business days.

5.93 From the date of direct incorporation, to the extent that there is an inconsistency between a provision in the Waihou, Piako and Coromandel Catchments Plan and any existing provision in the Waikato regional policy statement, the provision in the Waihou, Piako and Coromandel Catchments Plan prevails.

5.94 To avoid doubt:

5.94.1 clauses 5.83 to 5.93 apply only to those parts of the Waihou, Piako and Coromandel Catchments Plan that are relevant to the Resource Management Act 1991;

5.94.2 Schedule 1 of the Resource Management Act 1991 does not apply to direct incorporation;

5.94.3 direct incorporation does not require a local authority to initiate a review, variation or change to any Resource Management Act 1991 planning document; and

5.94.4 following direct incorporation:

(a) the component of the regional policy statement containing the Waihou, Piako and Coromandel Catchments Plan may not be amended, including through a Schedule 1 Resource Management Act 1991 process, unless an such amendment is necessary to give effect to an obligation on the local authority under section 55 of the Resource Management Act 1991;

(b) where any provision of the regional policy statement (containing the Waihou, Piako and Coromandel Catchments Plan) conflicts with any other provision in the regional policy statement that was included to give effect to an obligation on the local authority under section 55 of the Resource Management Act 1991, the latter provision will prevail;

(c) where there is a conflict of the type referred to in clause 5.94.4(b), the Waikato Regional Council will, following consultation with the Waihou, Piako, Coromandel Catchment Authority, amend the regional policy statement to remove that conflict; and

(d) to avoid doubt, the Waikato Regional Council may, in accordance with and at the times specified in clause 5.86, determine that the Waihou,

Piako and Coromandel Catchments Plan will no longer be directly incorporated into the Waikato regional policy statement.

Effect on Resource Management Act 1991 planning documents

5.95 Clauses 5.96 to 5.101 apply where the Waihou, Piako and Coromandel Catchments Plan is not incorporated as part of Waikato regional policy statement under clause 5.84.

5.96 In preparing, reviewing, varying or changing a relevant Resource Management Act 1991 planning document, a local authority must recognise and provide for the vision, objectives and desired outcomes in the Waihou, Piako and Coromandel Catchments Plan.

5.97 The obligation under clause 5.96 applies each time that a local authority prepares, reviews, varies or changes a relevant Resource Management Act 1991 planning document.

5.98 To avoid doubt, the obligation under clause 5.96 does not require a local authority to initiate a review, variation or change to a relevant Resource Management Act 1991 planning document, but applies on the next review, variation or change initiated by that local authority.

5.99 Clause 5.100 applies until such time as:

5.99.1 the plan forms part of Waikato regional policy statement; or

5.99.2 the obligation under clause 5.96 is complied with.

5.100 Where a consent authority is processing or making a decision on an application for resource consent in relation to the waterways of the Waihou, Piako or Coromandel catchments, that consent authority must have regard to the Waihou, Piako and Coromandel Catchments Plan.

5.101 To avoid doubt, the requirements and procedures in Part 5 and Schedule 1 of the Resource Management Act 1991 apply to the obligation under clause 5.96.

Effect on fisheries processes

5.102 The parties acknowledge that:

5.102.1 the Waihou, Piako and Coromandel Catchments Plan will influence relevant Resource Management Act 1991 planning documents in the manner set out in clauses 5.83 to 5.101; and

5.102.2 under section 11 of the Fisheries Act 1996, the Minister who from time to time is responsible for Fisheries is required to have regard to regional policy statements and regional plans under the Resource Management Act 1991, before setting or varying any sustainability measures.

Effect on Local Government Acts

5.103 A local authority must have particular regard to the Waihou, Piako and Coromandel Catchments Plan when making any decision under the Local Government Act 2002 or Local Government Act 1974 in relation to the waterways of the Waihou, Piako and Coromandel catchments.

Compliance with obligations

5.104 The obligations under clauses 5.83 to 5.103 apply:

5.104.1 where the exercise of those functions, duties or powers relate to the waterways of the Waihou, Piako and Coromandel catchments;

5.104.2 to the extent that the Waihou, Piako and Coromandel Catchments Plan is relevant to the matters covered by the relevant legislation; and

5.104.3 in a manner that is consistent with the purpose of the relevant legislation.

PREPARATION OF PLAN

5.105 The following process applies to the preparation of the Waihou, Piako and Coromandel Catchments Plan:

5.105.1 the Waihou, Piako, Coromandel Catchment Authority must commence the preparation of the draft Waihou, Piako and Coromandel Catchments Plan not later than three months after the first meeting of the Authority;

5.105.2 the Waihou, Piako, Coromandel Catchment Authority must meet to discuss the process for the preparation of the draft Waihou, Piako and Coromandel Catchments Plan;

5.105.3 the Waihou, Piako, Coromandel Catchment Authority must consult and seek comment from appropriate persons and organisations on the preparation of the draft Waihou, Piako and Coromandel Catchments Plan; and

5.105.4 the Waihou, Piako, Coromandel Catchment Authority may prepare and approve the Waihou, Piako and Coromandel Catchments Plan in parts and in stages, including addressing different geographical areas in different stages.

5.106 In preparing a draft Waihou, Piako and Coromandel Catchments Plan:

5.106.1 the Waihou, Piako, Coromandel Catchment Authority must ensure that the contents of the draft Waihou, Piako and Coromandel Catchments Plan are consistent with the purpose of that plan;

5.106.2 the Waihou, Piako, Coromandel Catchment Authority must:

(a) consider and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the draft Waihou, Piako and Coromandel Catchments Plan; and

(b) consider other relevant statutory and non-statutory documents that are relevant to the waterways of theWaihou, Piako and Coromandel catchments; and

5.106.3 compliance with the obligations under clause 5.106.2 only requires a level of detail that is proportionate to the nature and contents of the plan.

Upper Waihou and Piako catchment provisions

5.107 The following provisions apply to the preparation of the content of the draft Waihou, Piako and Coromandel Catchments Plan that applies specifically to the upper Waihou and Piako catchments (**upper Waihou and Piako plan section**):

5.107.1 Te Mātāpuna o ngā awa o Waihou Piako must prepare the upper Waihou and Piako plan section;

5.107.2 before preparing the draft upper Waihou and Piako plan section, and not later than 2 months after the settlement date, the Waihou, Piako, Coromandel Catchment Authority and Te Mātāpuna o ngā awa o Waihou Piako must meet to discuss:

(a) the objectives for the draft Waihou, Piako and Coromandel Catchments Plan as informed by the purpose in clause 5.2;

(b) how the upper Waihou and Piako plan sections will integrate with those objectives; and

(c) the geographical area that will be covered by the upper Waihou and Piako plan section;

5.107.3 not later than 10 months after the meeting referred to in clause 5.107.2, Te Mātāpuna o ngā awa o Waihou Piako must recommend the draft upper Waihou and Piako plan section to the Waihou, Piako, Coromandel Catchment Authority for its decision;

5.107.4 the Waihou, Piako, Coromandel Catchment Authority must consider the draft upper Waihou and Piako plan section and decide whether to accept it in whole or in part;

5.107.5 not later than 30 working days after the recommendation under clause 5.107.3, the Waihou, Piako, Coromandel Catchment Authority must communicate that decision to Te Mātāpuna o ngā awa o Waihou Piako along with reasons for the decision;

5.107.6 if the Waihou, Piako, Coromandel Catchment Authority does not accept any part of the content recommended by Te Mātāpuna o ngā awa o Waihou Piako:

(a) the Waihou, Piako, Coromandel Catchment Authority must provide reasons for that decision and suggestions for addressing those matters of disagreement to Te Mātāpuna o ngā awa o Waihou Piako;

(b) not later than 10 working days after the communication under clause 5.107.5, the Chairs of the Waihou, Piako, Coromandel Catchment Authority and Te Mātāpuna o ngā awa o Waihou Piako must meet and seek to resolve any matters of disagreement; and

(c) Te Mātāpuna o ngā awa o Waihou Piako must then consider the feedback from the Waihou, Piako, Coromandel Catchment Authority and, not later than 40 working days after the communication under clause 5.107.5, provide a revised draft upper Waihou and Piako plan section to the Authority;

5.107.7 the Waihou, Piako, Coromandel Catchment Authority must consider the revised draft upper Waihou and Piako plan section and decide whether to accept it in whole or in part;

5.107.8 not later than 20 working days after the communication under clause 5.107.6(c), the Waihou, Piako, Coromandel Catchment Authority must communicate that decision to Te Mātāpuna o ngā awa o Waihou Piako along with reasons for the decision and proposed amendments;

5.107.9 if there remain matters of disagreement, then not later than 10 working days after the communication under clause 5.107.8, the Chairs of the Waihou, Piako, Coromandel Catchment Authority and Te Mātāpuna o ngā awa o Waihou Piako must meet and seek to resolve those matters of disagreement;

5.107.10 if the matters of disagreement are not resolved within 15 working days of the communication under clause 5.107.8, the Waihou, Piako, Coromandel Catchment Authority will make a decision on the final content of the upper Waihou and Piako plan section, being the content recommended by Te Mātāpuna o ngā awa o Waihou Piako with any amendments from the Authority;

5.107.11 the process referred to in clauses 5.107.1 to 5.107.10 will also apply, with necessary modification, to any proposed amendments under clause 5.118 as a result of submissions on the upper Waihou and Piako plan section;

5.107.12 to avoid doubt:

(a) the Waihou, Piako, Coromandel Catchment Authority must make its decisions under clauses 5.107.1 to 5.107.10 in the context of and having regard to:

(i) the purpose of the Waihou, Piako and Coromandel Catchments Plan;

(ii) the need for the plan to reflect those matters while providing a holistic and integrated planning approach across the whole area of the plan;

(iii) the purpose and functions of the Authority; and

(iv) the purpose and functions of Te Mātāpuna o ngā awa o Waihou Piako;

(b) the Waihou, Piako, Coromandel Catchment Authority will have responsibility for overall integration of the plan components and may prepare content for the plan that has broader application including over the upper Waihou and Piako catchments; and

(c) the Waihou, Piako, Coromandel Catchment Authority has the responsibility for final approval of the plan;

5.107.13 if a dispute arises in relation to 5.107.2(c), the relevant parties will seek to resolve that matter in timely manner;

5.107.14 if no agreement can be reached in 30 working days the matter must be referred to the Minister for the Environment for a decision;

5.107.15 the Minister for the Environment may appoint a facilitator to work with the Authority and the Te Mātāpuna o ngā awa o Waihou Piako to attempt resolution; and

5.107.16 if not successful, the Minister for the Environment must make a determination as to 5.107.2(c) not later than 3 months after its referral.

5.108 Prior to making such a determination, the Minister for the Environment must request submissions from:

5.108.1 the Waihou, Piako, Coromandel Catchment Authority;

5.108.2 Te Mātāpuna o ngā awa o Waihou Piako; and

5.108.3 any of the appointers.

5.109 To avoid doubt, a determination by the Minister for the Environment is binding on the Waihou, Piako, Coromandel Catchment Authority and Te Mātāpuna o ngā awa o Waihou Piako.

NOTIFICATION OF AND SUBMISSIONS ON PLAN

5.110 When the Waihou, Piako, Coromandel Catchment Authority has prepared the draft Waihou, Piako and Coromandel Catchments Plan (in whole or in part), the Authority:

5.110.1 must notify it by giving public notice;

5.110.2 may notify it by any other means that the Authority considers appropriate; and

5.110.3 must ensure that the draft Waihou, Piako and Coromandel Catchments Plan and any other document that the Authority considers relevant are made available for public inspection.

5.111 The component of the Waihou, Piako and Coromandel Catchments Plan relating to the waterways of the Waihou and Piako catchments must be:

5.111.1 notified not later than 19 months after the date of the first meeting of the Waihou, Piako, Coromandel Catchment Authority; and

5.111.2 approved not later than three years after the date of the first meeting of the Waihou, Piako, Coromandel Catchment Authority.

5.112 The component of the Waihou, Piako and Coromandel Catchments Plan relating to the waterways of the Coromandel catchment must be:

5.112.1 notified not later than three years after the date of the first meeting of the Waihou, Piako, Coromandel Catchment Authority; and

5.112.2 approved not later than five years after the date of the first meeting of the Waihou, Piako, Coromandel Catchment Authority.

5.113 The public notice must:

5.113.1 state that the draft Waihou, Piako and Coromandel Catchments Plan is available for inspection at the places and times specified in the notice;

5.113.2 state that persons or organisations may lodge submissions on the draft Waihou, Piako and Coromandel Catchments Plan:

(a) with the Waihou, Piako, Coromandel Catchment Authority;

(b) at the place specified in the notice; and

(c) before the date specified in the notice;

5.113.3 state that persons may, in particular, include in a submission comments on the potential for the Waihou, Piako and Coromandel Catchments Plan to be directly incorporated (in whole or in part) into the regional policy statement; and

5.113.4 invite persons to state in their submission whether they wish to be heard in person in support of their submission.

5.114 The date for lodging submissions specified in the notice must be at least 60 business days after the date of the publication of the notice.

5.115 Any person or organisation may make a written or electronic submission on the draft Waihou, Piako and Coromandel Catchments Plan in the manner described in the public notice.

5.116 The Waihou, Piako, Coromandel Catchment Authority must prepare and make publicly available prior to the hearing a summary of submissions report.

5.117 Where a person requests to be heard in support of their submission the Waihou, Piako, Coromandel Catchment Authority:

5.117.1 must give at least 30 business days' notice to the person of the date and time at which they will be heard;

5.117.2 must appoint a hearings panel and hold a hearing for that purpose; and

5.117.3 may appoint a subcommittee as the hearing panel.

APPROVAL OF PLAN

5.118 The Waihou, Piako, Coromandel Catchment Authority must consider any written or oral submissions, to the extent that those submissions relate to matters that are within the scope of the Waihou, Piako and Coromandel Catchments Plan, and may amend that draft plan.

5.119 The Waihou, Piako, Coromandel Catchment Authority must then approve the Waihou, Piako and Coromandel Catchments Plan.

5.120 The Waihou, Piako, Coromandel Catchment Authority:

5.120.1 must notify the approved Waihou, Piako and Coromandel Catchments Plan by giving public notice; and

5.120.2 may notify the Waihou, Piako and Coromandel Catchments Plan by any other means that the Authority considers appropriate.

5.121 The public notice must state:

5.121.1 where the Waihou, Piako and Coromandel Catchments Plan is available for public inspection; and

5.121.2 when the Waihou, Piako and Coromandel Catchments Plan comes into force.

5.122 At the time of giving public notice of the approved plan, the Waihou, Piako, Coromandel Catchment Authority must also make available a decision report that identifies how submissions were considered and dealt with by the Authority.

5.123 The plan:

5.123.1 comes into force on the date specified in the public notice; and

5.123.2 must be available for public inspection at the local offices of the relevant local authorities and government departments.

5.124 The Waihou, Piako, Coromandel Catchment Authority may request from the local authorities and government departments reports or advice to assist in the preparation or approval of the Waihou, Piako and Coromandel Catchments Plan.

5.125 The relevant local authority and a government department must comply with such a request where it is reasonably practicable to do so.

REVIEW OF AND AMENDMENTS TO THE PLAN

5.126 The Waihou, Piako, Coromandel Catchment Authority must commence a review of the Waihou, Piako and Coromandel Catchments Plan:

5.126.1 not later than 10 years after the approval of the first Waihou, Piako and Coromandel Catchments Plan; and

5.126.2 not later than 10 years after the completion of the previous review.

5.127 If the Waihou, Piako, Coromandel Catchment Authority considers as a result of a review that the Waihou, Piako and Coromandel Catchments Plan should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 5.105 to 5.122 (modified as necessary).

5.128 If the Waihou, Piako, Coromandel Catchment Authority considers the Waihou, Piako and Coromandel Catchments Plan should be amended in a manner that is of minor effect, the amendment may be approved under clause 5.119, and the Authority must comply with clauses 5.120 to 5.122.

FRESHWATER VALUES AND OBJECTIVES

5.129 The contents of the Waihou, Piako and Coromandel Catchments Plan do not pre-determine the identification of freshwater values or objectives that are to be set by local authorities and their communities under the National Policy Statement for Freshwater Management 2014.

APPLICATION OF STATUTORY FRAMEWORKS

5.130 Except as otherwise provided for, nothing in this part 5 affects the application of, or decision-making under, statutory frameworks.

DEFINITIONS

5.131 In this part:

5.131.1 **accredited** in relation to hearing commissioners has the same meaning as in section 2 of the Resource Management Act 1991;

5.131.2 **Authority** means the Waihou, Piako, Coromandel Catchment Authority;

5.131.3 **direct incorporation** has the meaning set out in clause 5.84;

5.131.4 **plan** means the Waihou, Piako and Coromandel Catchments Plan; and

5.131.5 **waterway** means any river, stream, lake or other natural fresh water body, and includes any tributary flowing into such water bodies.

PARE HAURAKI COLLECTIVE REDRESS LEGISLATION

5.132 The Pare Hauraki collective redress legislation will, on the terms provided by subpart 6 of part 2 of the draft collective bill, give effect to this part 5.

6 CULTURAL REDRESS: UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT CO-GOVERNANCE

UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT AUTHORITY

6.1 The Pare Hauraki collective redress legislation will, on the terms provided by sections 130 to 143 of the draft collective bill, provide for the establishment of a statutory authority called the Upper Mangatangi and Mangatawhiri Catchment Authority (**Upper Mangatangi and Mangatawhiri Catchment Authority**).

PURPOSE OF UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT AUTHORITY

6.2 The purpose of the Upper Mangatangi and Mangatawhiri Catchment Authority will be to provide co-governance, oversight and direction for the taonga that is the waterways of the Upper Mangatangi Stream and Mangatawhiri River catchments (shown as the areas in the map in part 14 of the attachments), in order to promote:

6.2.1 a co-ordinated and intergenerational approach;

6.2.2 the Pare Hauraki World View and Programme for a Culture of Natural Resource Partnership;

6.2.3 the values of Waikato-Tainui and Waiohua iwi with interests in the Upper Mangatangi and Mangatawhiri catchments; and

6.2.4 community aspirations for the Upper Mangatangi Stream and Mangatawhiri River catchments.

FUNCTIONS OF UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT AUTHORITY

6.3 The principal function of the Upper Mangatangi and Mangatawhiri Catchment Authority will be to achieve its purpose.

6.4 The specific functions of the Upper Mangatangi and Mangatawhiri Catchment Authority will be to:

6.4.1 promote the integrated and co-ordinated management of the waterways of the Upper Mangatangi and Mangatawhiri catchments;

6.4.2 prepare and approve the Upper Mangatangi and Mangatawhiri Catchments Plan for the waterways of the Upper Mangatangi and Mangatawhiri catchments;

6.4.3 maintain a register of accredited hearing commissioners;

6.4.4 engage with, seek advice from and provide advice to the local authorities and government departments regarding the health and wellbeing of the waterways of the Upper Mangatangi and Mangatawhiri catchments;

6.4.5 engage with, seek advice from and provide advice to iwi with interests in the waterways of the Upper Mangatangi and Mangatawhiri catchments regarding the health and wellbeing of those waterways;

6.4.6 provide oversight of the monitoring of activities in and the state of the waterways of the Upper Mangatangi and Mangatawhiri catchments and the extent to which the purpose of the Upper Mangatangi and Mangatawhiri Catchment Authority is being achieved including through the implementation and effectiveness of the Upper Mangatangi and Mangatawhiri Catchments Plan;

6.4.7 engage with stakeholders, including liaising with the community in relation to the waterways of the Upper Mangatangi and Mangatawhiri catchments; and

6.4.8 take any other action that is considered by the Upper Mangatangi and Mangatawhiri Catchment Authority to be appropriate to achieve its purpose.

6.5 The Upper Mangatangi and Mangatawhiri Catchment Authority will operate in a manner that recognises and respects that different iwi have interests in different parts of the waterways of the Upper Mangatangi and Mangatawhiri catchments.

6.6 The Upper Mangatangi and Mangatawhiri Catchment Authority will have those powers that are reasonably necessary for it to carry out its functions.

MEMBERSHIP OF UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT AUTHORITY

6.7 The Upper Mangatangi and Mangatawhiri Catchment Authority will consist of 4 members as follows:

6.7.1 one member appointed by the Pare Hauraki collective cultural entity;

6.7.2 one member appointed by Waikato-Tainui and Waiohua iwi with interests in the Upper Mangatangi and Mangatawhiri catchments;

6.7.3 one member appointed by the Waikato Regional Council; and

6.7.4 one member appointed by the Waikato District Council,

(each organisation being an **appointer**).

6.8 The Auckland Council may appoint one non-voting member.

6.9 In relation to the member to be appointed under clause 6.7.2 –

6.9.1 the Waikato-Tainui and Waiohua iwi with interests in the Upper Mangatangi and Mangatawhiri catchments are –

(a) Waikato-Tainui;

(b) Ngāti Tamaoho;

(c) Te Ākitai Waiohua; and

(d) Ngāti Koheriki; and

6.9.2 if the Waikato-Tainui and Waiohua iwi with interests in the Upper Mangatangi and Mangatawhiri catchments are unable to appoint a member under clause 6.7.2 by the first meeting of the Upper Mangatangi and Mangatawhiri Catchment Authority, the Minister for Treaty of Waitangi Negotiations may appoint a temporary member to the Upper Mangatangi and Mangatawhiri Catchment Authority until the relevant iwi with interests appoint a member under clause 6.7.2.

6.10 The members of the Upper Mangatangi and Mangatawhiri Catchment Authority must:

6.10.1 act in a manner so as to achieve the purpose of the Upper Mangatangi and Mangatawhiri Catchment Authority; and

6.10.2 subject to clause 6.10.1, comply with any terms of appointment issued by the relevant appointer.

Appointment of members and term

6.11 Members of the Upper Mangatangi and Mangatawhiri Catchment Authority:

6.11.1 are appointed for a term of three years commencing on the 60th day after the polling day for the most recent triennial local government election, unless the member resigns or, in the case of a local government appointer, is discharged by an appointer during that term; and

6.11.2 may be reappointed.

6.12 The initial term will:

6.12.1 commence on the settlement date; and

6.12.2 cease on the 59th day after the polling day for the next triennial local government election following the commencement date.

6.13 In appointing members to the Upper Mangatangi and Mangatawhiri Catchment Authority, appointers must be satisfied that the person has the mana, skills, knowledge or experience to:

6.13.1 participate effectively in the Upper Mangatangi and Mangatawhiri Catchment Authority; and

6.13.2 contribute to the achievement of the purpose of the Upper Mangatangi and Mangatawhiri Catchment Authority.

Discharge and resignation of members

6.14 A member may resign by written notice to that person's appointer and the Upper Mangatangi and Mangatawhiri Catchment Authority.

6.15 An appointer that is a local authority may discharge a member from the Upper Mangatangi and Mangatawhiri Catchment Authority by written notice to that person and to the Upper Mangatangi and Mangatawhiri Catchment Authority.

6.16 Where there is a vacancy on the Upper Mangatangi and Mangatawhiri Catchment Authority:

6.16.1 the relevant appointer will fill that vacancy, for the residual period of the relevant term, as soon as is reasonably practicable; and

6.16.2 any such vacancy does not prevent the Upper Mangatangi and Mangatawhiri Catchment Authority from continuing to discharge its functions.

CHAIR

6.17 At the first meeting, one member of the Upper Mangatangi and Mangatawhiri Catchment Authority must be appointed as Chair and one member as Deputy-Chair.

6.18 The Chair and Deputy-Chair:

6.18.1 may be any of the members appointed in clause 6.7 but one must be a member appointed under clause 6.7.1 or 6.7.2, and one must be a member appointed under clause 6.7.3 or 6.7.4;

6.18.2 are appointed for a term of three years unless the Chair or Deputy-Chair resigns or, in the case of a local government appointer, is discharged as a member during that term; and

6.18.3 may be reappointed.

MEETINGS OF UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT AUTHORITY

6.19 The Upper Mangatangi and Mangatawhiri Catchment Authority will:

6.19.1 at its first meeting agree a schedule of meetings that will allow the Authority to achieve its purpose and properly discharge its functions; and

6.19.2 review that meeting schedule on a regular basis to ensure that it is sufficient to allow the Authority to achieve its purpose and properly discharge its functions.

6.20 The quorum for a meeting of the Upper Mangatangi and Mangatawhiri Catchment Authority is 3 members.

6.21 The Upper Mangatangi and Mangatawhiri Catchment Authority must hold its first meeting no later than two months after the settlement date.

6.22 Members may be accompanied at any meeting by technical or other advisors.

6.23 Unless otherwise agreed, members will meet their own expenses in relation to their participation in the Upper Mangatangi and Mangatawhiri Catchment Authority.

6: CULTURAL REDRESS: UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT CO-GOVERNANCE

DECISION-MAKING

6.24 The decisions of the Upper Mangatangi and Mangatawhiri Catchment Authority must be made by vote at a meeting.

6.25 When making a decision the Upper Mangatangi and Mangatawhiri Catchment Authority:

6.25.1 will strive to achieve consensus among its members; but

6.25.2 if, in the opinion of the Chair, consensus is not practicable after reasonable discussion a decision of the Authority may be made by a majority of those members present and voting at the meeting.

6.26 To avoid doubt, a member of the Upper Mangatangi and Mangatawhiri Catchment Authority may not appoint a proxy.

6.27 The Chair may vote on any matter but does not have a casting vote.

6.28 The members must approach decision-making in a manner that:

6.28.1 is consistent with, and reflects, the purpose of the Upper Mangatangi and Mangatawhiri Catchment Authority; and

6.28.2 acknowledges, as appropriate, the interests of iwi and local authorities in particular parts of the area covered by the Upper Mangatangi and Mangatawhiri Catchment Authority.

APPOINTMENT OF COMMISSIONERS

Commissioner register

6.29 There will be a register of accredited hearing commissioners developed and maintained for applications for resource consent as outlined in clause 6.34 relating to the waterways of the Upper Mangatangi and Mangatawhiri catchments (**commissioner register**).

6.30 The commissioner register will be developed and agreed by the Upper Mangatangi and Mangatawhiri Catchment Authority.

6.31 The Upper Mangatangi and Mangatawhiri Catchment Authority will maintain the commissioner register.

6.32 The commissioner register must include appointees with:

6.32.1 skills, knowledge and experience across a range of disciplines, including tikanga Māori; and

6.32.2 knowledge of the waterways of the Upper Mangatangi and Mangatawhiri catchments.

6.33 The commissioner register:

6.33.1 must be kept under review to ensure that it remains fit for purpose; and

6.33.2 may be amended by the Authority on request of any of the parties referred to in clause 6.7.

Appointment of hearing commissioners

6.34 Clauses 6.35 to 6.39 apply to any application for a resource consent received that:

6.34.1 is notified, or is to be notified; and

6.34.2 is to:

(a) take, use, dam, or divert water in the waterways of the Upper Mangatangi and Mangatawhiri catchments;

(b) make a point source discharge to the waterways of the Upper Mangatangi and Mangatawhiri catchments;

(c) undertake any activity listed in section 13 of the Resource Management Act 1991 in relation to the waterways of the Upper Mangatangi and Mangatawhiri catchments; or

(d) undertake any other activity where the relevant local authority decides it is appropriate for those clauses to apply.

6.35 Where a relevant local authority receives an application for resource consent referred to in clause 6.34, that local authority must, as soon as is practicable, inform the Upper Mangatangi and Mangatawhiri Catchment Authority if the application has been or is to be notified and that a hearing may be held.

6.36 When appointing hearing commissioners in relation to an application for resource consent referred to in clause 6.34, a relevant local authority:

6.36.1 must have particular regard to the commissioner register;

6.36.2 may make appointments from the commissioner register; and

6.36.3 must be guided by the need for the hearing panel to reflect an appropriate range of skills, knowledge and experience, including:

(a) tikanga Māori; and

(b) knowledge of the waterways of the Upper Mangatangi and Mangatawhiri catchments.

6.37 The final decision on the appointment of hearing commissioners will be made by the relevant local authority:

6.37.1 in accordance with the Resource Management Act 1991; and

6.37.2 in consultation with the Chair and Deputy-Chair of the Upper Mangatangi and Mangatawhiri Catchment Authority.

6.38 The Upper Mangatangi and Mangatawhiri Catchment Authority and a relevant local authority may agree in writing that for a specified period:

6.38.1 the arrangement for the appointment of commissioners set out in clauses 6.34 to 6.37 will not apply; and

6.38.2 an alternative arrangement for the appointment of commissioners will apply.

6.39 To avoid doubt, persons on the commissioner register who are members of an iwi with interests in the waterways of the Upper Mangatangi and Mangatawhiri catchments are not automatically disqualified from appointment as a hearing commissioner by virtue only of that person being a member of that iwi.

PROVISION OF APPLICATIONS FOR RESOURCE CONSENT

6.40 The relevant local authorities will provide to the Upper Mangatangi and Mangatawhiri Catchment Authority, the Pare Hauraki collective cultural entity, and the governance entities of the Waikato-Tainui and Waiohua iwi listed in clause 6.9.1, an electronic summary, and if requested, a copy of applications for resource consent for activities that:

6.40.1 are within (in whole or in part) the waterways of the Upper Mangatangi and Mangatawhiri catchments; and

6.40.2 may affect the waterways in those catchments.

6.41 In order to facilitate an efficient process for the provision of that information, the Upper Mangatangi and Mangatawhiri Catchment Authority will provide to the relevant local authorities guidelines on the nature of information to be provided under clause 6.40, including:

6.41.1 the form of the electronic summary or copy to be provided;

6.41.2 whether there are certain types of applications for which a summary does not have to be provided;

6.41.3 the timing of the provision of the summary or copy of applications to the Authority; and

6.41.4 whether clause 6.40 can be suspended and achieved through another agreed approach.

6.42 To avoid doubt, the purpose of clause 6.40 is to provide information to Upper Mangatangi and Mangatawhiri Catchment Authority but not to create any other rights or obligations.

6: CULTURAL REDRESS: UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT CO-GOVERNANCE

PROCEDURES AND STANDING ORDERS

6.43 The Upper Mangatangi and Mangatawhiri Catchment Authority must at its first meeting adopt a set of procedures and standing orders for the operation of the Authority, and may amend those procedures and standing orders from time to time.

6.44 The procedures and standing orders of the Upper Mangatangi and Mangatawhiri Catchment Authority must not contravene:

6.44.1 this collective redress deed; or

6.44.2 tikanga Māori.

6.45 A member of the Upper Mangatangi and Mangatawhiri Catchment Authority must comply with the procedures and standing orders as amended from time to time by the Authority.

6.46 Subject to any inconsistency with the provisions of this deed, the Local Government Official Information and Meetings Act 1987 will apply to the Upper Mangatangi and Mangatawhiri Catchment Authority.

DECLARATION OF INTEREST

6.47 A member of the Upper Mangatangi and Mangatawhiri Catchment Authority is required to disclose any actual or potential interest in a matter to the Authority.

6.48 The Upper Mangatangi and Mangatawhiri Authority will maintain an interests register and will record any actual or potential interests that are disclosed to the Authority.

6.49 A member of the Upper Mangatangi and Mangatawhiri Catchment Authority is not precluded from discussing or voting on a matter:

6.49.1 merely because the member is affiliated to an iwi or hapū that has customary interests over the waterways of the Upper Mangatangi and Mangatawhiri catchments;

6.49.2 merely because the member is a member of a local authority; or

6.49.3 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Upper Mangatangi and Mangatawhiri Catchment Authority are advanced by or reflected in:

(a) the subject matter under consideration;

(b) any decision by or recommendation of the Authority; or

(c) participation in the matter by the member.

6.50 To avoid doubt, the affiliation of a member of the Upper Mangatangi and Mangatawhiri Catchment Authority to an iwi or hapū that has customary interests in area covered the Authority is not an interest that must be disclosed or recorded under clauses 6.47 and 6.48.

6: CULTURAL REDRESS: UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT CO-GOVERNANCE

6.51 A member of the Upper Mangatangi and Mangatawhiri Catchment Authority has an actual or potential interest in a matter if he or she:

6.51.1 may derive a financial benefit from the matter;

6.51.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter;

6.51.3 may have a financial interest in a person to whom the matter relates;

6.51.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or

6.51.5 is otherwise directly or indirectly interested in the matter.

6.52 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Upper Mangatangi and Mangatawhiri Catchment Authority.

6.53 In clauses 6.47 to 6.52, **matter** means:

6.53.1 the Upper Mangatangi and Mangatawhiri Authority performance of its functions or exercise of its powers; or

6.53.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Upper Mangatangi and Mangatawhiri Catchment Authority.

REPORTING AND REVIEW

6.54 The Upper Mangatangi and Mangatawhiri Catchment Authority must report annually to the appointers.

6.55 The report must:

6.55.1 describe the activities of the Upper Mangatangi and Mangatawhiri Catchment Authority including the use of the hearing commissioner register over the preceding 12 months;

6.55.2 explain how these activities are relevant to the Authority's purpose and functions;

6.55.3 include the report referred to in clause 6.65;

6.55.4 describe any matters of particular relevance to particular iwi and how the Authority has addressed those matters; and

6.55.5 include any other matters that the Authority considers to be relevant.

6.56 The appointers will, on the date that is three years after the Upper Mangatangi and Mangatawhiri Catchment Authority's first meeting, commence a review of the performance of the Authority including on the extent to which:

6.56.1 the purpose of the Authority is being achieved; and

6.56.2 the functions of the Authority are being exercised effectively.

6.57 The appointers may undertake any subsequent review of the performance of the Upper Mangatangi and Mangatawhiri Catchment Authority at any time agreed between all of the appointers.

6.58 Following any review of Upper Mangatangi and Mangatawhiri Catchment Authority under clauses 6.56 or 6.57, the appointers may make recommendations to the Authority on any relevant matter arising out of that review.

LIABILITY

6.59 A member of the Upper Mangatangi and Mangatawhiri Catchment Authority is not liable for anything done or omitted to be done in good faith in the performance of the Authority's functions or the exercise of its powers.

ADMINISTRATIVE ASSISTANCE AND ADVICE TO AUTHORITY

6.60 The Waikato Regional Council will provide administrative and technical support to the Upper Mangatangi and Mangatawhiri Catchment Authority.

6.61 The Upper Mangatangi and Mangatawhiri Catchment Authority may make a reasonable request of any relevant government department or local authority to provide information and attend meetings of the Authority.

6.62 A government department or local authority will comply with such a request where it is reasonably practicable to do so.

CROWN CONTRIBUTION TO COSTS

6.63 On the settlement date, the Crown will provide $300,000 to Waikato Regional Council as a one-off contribution to the costs of the establishment and activities of the Upper Mangatangi and Mangatawhiri Catchment Authority.

6.64 The Waikato Regional Council must, on behalf of the Upper Mangatangi and Mangatawhiri Catchment Authority:

6.64.1 hold the fund referred to in clause 6.63 and any other funds belonging to the Authority that are provided to the Waikato Regional Council for that purpose;

6.64.2 account for those funds in a separate and identifiable manner; and

6.64.3 spend those funds only in accordance with the directions of the Authority.

6.65 The Waikato Regional Council must report to the Upper Mangatangi and Mangatawhiri Catchment Authority on an annual basis confirming that the Council has complied with clause 6.64.

6.66 The Upper Mangatangi and Mangatawhiri Catchment Authority may direct the Waikato Regional Council to have an audit undertaken of its compliance with clause

6.64, and the Council must, as soon as practicable, comply with that direction and provide a report from an auditor to the Authority.

POTENTIAL LOCAL GOVERNMENT REORGANISATION

6.67 The parties acknowledge that in the event of future local government reorganisation, the local government membership of the Upper Mangatangi and Mangatawhiri Catchment Authority may have to be reconfigured to reflect that reorganisation.

6.68 Any reconfiguration in accordance with clause 6.67 may only be undertaken following engagement with the Pare Hauraki collective cultural entity, the governance entities for Waikato-Tainui and Waiohua iwi with interests in the Mangatangi and Mangatawhiri catchments and the Upper Mangatangi and Mangatawhiri Catchment Authority.

UPPER MANGATANGI AND MANGATAWHIRI CATCHMENTS PLAN

Purpose of Upper Mangatangi and Mangatawhiri Catchments Plan

6.69 The Upper Mangatangi and Mangatawhiri Catchment Authority must prepare and approve the Upper Mangatangi and Mangatawhiri Catchments Plan in accordance with the process set out in this part.

6.70 The purpose of the Upper Mangatangi and Mangatawhiri Catchments Plan is to:

6.70.1 identify the issues, vision, objectives and desired outcomes for the waterways of the Upper Mangatangi and Mangatawhiri catchments;

6.70.2 provide direction to decision-makers where decisions are being made in relation to the waterways of the Upper Mangatangi and Mangatawhiri catchments; and

6.70.3 convey the Upper Mangatangi and Mangatawhiri Catchment Authority's aspirations for the health and wellbeing of the waterways of the Upper Mangatangi and Mangatawhiri catchments.

6.71 The Upper Mangatangi and Mangatawhiri Catchments Plan may also address other matters that the Upper Mangatangi and Mangatawhiri Catchment Authority considers relevant to the purpose of that plan, such as (without limitation):

6.71.1 kaitiakitanga and mātauranga Māori;

6.71.2 mahinga kai and cultural activities;

6.71.3 water quality;

6.71.4 water quantity;

6.71.5 the effects of land-based activities on the waterways;

6.71.6 environmental health and biodiversity; and

6.71.7 gravel extraction.

6.72 To avoid doubt, the Upper Mangatangi and Mangatawhiri Catchments Plan may not contain rules or other methods.

6.73 The Upper Mangatangi and Mangatawhiri Catchments Plan must not be inconsistent with the Waikato River Vision and Strategy.

6.74 In preparing, reviewing, varying or changing a relevant Resource Management Act 1991 planning document, a local authority must recognise and provide for the vision, objectives and desired outcomes in the Upper Mangatangi and Mangatawhiri Catchments Plan.

6.75 The obligation under clause 6.74 applies each time that a local authority prepares, reviews, varies or changes a relevant Resource Management Act 1991 planning document.

6.76 To avoid doubt, the obligation under clause 6.74 does not require a local authority to initiate a review, variation or change to a relevant Resource Management Act 1991 planning document, but applies on the next review, variation or change initiated by that local authority.

6.77 Clause 6.78 applies until such time as:

6.77.1 the plan forms part of Waikato regional policy statement; or

6.77.2 the obligation under clause 6.74 is complied with.

6.78 Where a consent authority is processing or making a decision on an application for resource consent in relation to the waterways of the Upper Mangatangi and Mangatawhiri catchments, that consent authority must have regard to the Upper Mangatangi and Mangatawhiri Catchments Plan.

6.79 To avoid doubt, the requirements and procedures in Part 5 and Schedule 1 of the Resource Management Act 1991 apply to the obligation under clause 6.74.

Effect on fisheries processes

6.80 The parties acknowledge that:

6.80.1 the Upper Mangatangi and Mangatawhiri Catchments Plan will influence relevant Resource Management Act 1991 planning documents in the manner set out in clauses 6.74 to 6.79; and

6.80.2 under section 11 of the Fisheries Act 1996, the Minister who from time to time is responsible for Fisheries is required to have regard to regional policy statements and regional plans under the Resource Management Act 1991, before setting or varying any sustainability measures.

Effect on Local Government Acts

6.81 A local authority must have particular regard to the Upper Mangatangi and Mangatawhiri Catchments Plan when making any decision under the Local

Government Act 2002 or Local Government Act 1974 in relation to the waterways of the Upper Mangatangi and Mangatawhiri catchments.

Compliance with obligations

6.82 The obligations under clauses 6.74 to 6.79 apply:

6.82.1 where the exercise of those functions, duties or powers relate to the waterways of the Upper Mangatangi and Mangatawhiri catchments;

6.82.2 to the extent that the Upper Mangatangi and Mangatawhiri Catchments Plan is relevant to the matters covered by the relevant legislation; and

6.82.3 in a manner that is consistent with the purpose of the relevant legislation.

PREPARATION OF PLAN

6.83 The following process applies to the preparation of the Upper Mangatangi and Mangatawhiri Catchments Plan:

6.83.1 the Upper Mangatangi and Mangatawhiri Catchment Authority must commence the preparation of the draft Upper Mangatangi and Mangatawhiri Catchments Plan not later than three months after the first meeting of the Authority;

6.83.2 the Upper Mangatangi and Mangatawhiri Catchment Authority must meet to discuss the process for the preparation of the draft Upper Mangatangi and Mangatawhiri Catchments Plan;

6.83.3 the Upper Mangatangi and Mangatawhiri Catchment Authority must consult and seek comment from appropriate persons and organisations on the preparation of the draft Upper Mangatangi and Mangatawhiri Catchments Plan; and

6.83.4 the Upper Mangatangi and Mangatawhiri Authority may prepare and approve the Upper Mangatangi and Mangatawhiri Catchments Plan in parts and in stages, including addressing different geographical areas in different stages.

6.84 In preparing a draft Upper Mangatangi and Mangatawhiri Catchments Plan:

6.84.1 the Upper Mangatangi and Mangatawhiri Catchment Authority must ensure that the contents of the draft Upper Mangatangi and Mangatawhiri Catchments Plan are consistent with the purpose of that plan;

6.84.2 the Upper Mangatangi and Mangatawhiri Catchment Authority must:

(a) consider and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the draft Upper Mangatangi and Mangatawhiri Catchments Plan; and

(b) consider other relevant statutory and non-statutory documents that are relevant to the waterways of the Upper Mangatangi and Mangatawhiri catchments; and

6.84.3 compliance with the obligations under clause 6.84.2 only requires a level of detail that is proportionate to the nature and contents of the plan.

NOTIFICATION OF AND SUBMISSIONS ON PLAN

6.85 When the Upper Mangatangi and Mangatawhiri Catchment Authority has prepared the draft Upper Mangatangi and Mangatawhiri Catchments Plan (in whole or in part), the Authority:

6.85.1 must notify it by giving public notice;

6.85.2 may notify it by any other means that the Authority considers appropriate; and

6.85.3 must ensure that the draft Upper Mangatangi and Mangatawhiri Catchments Plan and any other document that the considers relevant are made available for public inspection.

6.86 The Upper Mangatangi and Mangatawhiri Catchments Plan must be:

6.86.1 notified not later than 18 months after the date of the first meeting of the Upper Mangatangi and Mangatawhiri Catchment Authority; and

6.86.2 approved not later than three years after the date of the first meeting of the Upper Mangatangi and Mangatawhiri Catchment Authority.

6.87 The public notice must:

6.87.1 state that the draft Upper Mangatangi and Mangatawhiri Catchments Plan is available for inspection at the places and times specified in the notice;

6.87.2 state that persons or organisations may lodge submissions on the draft Upper Mangatangi and Mangatawhiri Catchments Plan:

(a) with the Upper Mangatangi and Mangatawhiri Catchment Authority;

(b) at the place specified in the notice; and

(c) before the date specified in the notice;

6.87.3 state that persons may, in particular, include in a submission comments on the potential for the Upper Mangatangi and Mangatawhiri Catchments Plan to be directly incorporated (in whole or in part) into the regional policy statement; and

6.87.4 invite persons to state in their submission whether they wish to be heard in person in support of their submission.

6.88 The date for the lodging submissions specified in the notice must be at least 60 working days after the date of the publication of the notice.

6.89 Any person or organisation may make a written or electronic submission on the draft Upper Mangatangi and Mangatawhiri Catchments Plan in the manner described in the public notice.

6.90 The Upper Mangatangi and Mangatawhiri Catchment Authority must prepare and make publicly available prior to the hearing a summary of submissions report.

6.91 Where a person requests to be heard in support of their submission the Upper Mangatangi and Mangatawhiri Catchment Authority:

6.91.1 must give at least 30 working days' notice to the person of the date and time at which they will be heard;

6.91.2 must appoint a hearings panel and hold a hearing for that purpose; and

6.91.3 may appoint a subcommittee as the hearing panel.

APPROVAL OF PLAN

6.92 The Upper Mangatangi and Mangatawhiri Catchment Authority must consider any written or oral submissions, to the extent that those submissions relate to matters that are within the scope of the Upper Mangatangi and Mangatawhiri Catchments Plan, and may amend that draft plan.

6.93 The Upper Mangatangi and Mangatawhiri Catchment Authority must then approve the Upper Mangatangi and Mangatawhiri Catchments Plan.

6.94 The Upper Mangatangi and Mangatawhiri Catchment Authority:

6.94.1 must notify the approved Upper Mangatangi and Mangatawhiri Catchments Plan by giving public notice; and

6.94.2 may notify the Upper Mangatangi and Mangatawhiri Catchments Plan by any other means that the Authority considers appropriate.

6.95 The public notice must state:

6.95.1 where the Upper Mangatangi and Mangatawhiri Catchments Plan is available for public inspection; and

6.95.2 when the Upper Mangatangi and Mangatawhiri Catchments Plan comes into force.

6.96 At the time of giving public notice of the approved plan, the Upper Mangatangi and Mangatawhiri Catchment Authority must also make available a decision report that identifies how submissions were considered and dealt with by the Authority.

6.97 The plan:

6.97.1 comes into force on the date specified in the public notice; and

6.97.2 must be available for public inspection at the local offices of the relevant local authorities and government departments.

6.98 The Upper Mangatangi and Mangatawhiri Catchment Authority may request from the local authorities and government departments reports or advice to assist in the preparation or approval of the Upper Mangatangi and Mangatawhiri Catchments Plan.

6.99 The relevant local authority and a government department must comply with such a request where it is reasonably practicable to do so.

REVIEW OF AND AMENDMENTS TO THE PLAN

6.100 The Upper Mangatangi and Mangatawhiri Catchment Authority must commence a review of the Upper Mangatangi and Mangatawhiri Catchments Plan:

6.100.1 not later than 10 years after the approval of the first Upper Mangatangi and Mangatawhiri Catchments Plan; and

6.100.2 not later than 10 years after the completion of the previous review.

6.101 If the Upper Mangatangi and Mangatawhiri Catchment Authority considers as a result of a review that the Upper Mangatangi and Mangatawhiri Catchments Plan should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 6.83 to 6.96 (modified as necessary).

6.102 If the Upper Mangatangi and Mangatawhiri Catchment Authority considers the Upper Mangatangi and Mangatawhiri Catchments Plan should be amended in a manner that is of minor effect, the amendment may be approved under clause 6.93, and the Authority must comply with clauses 6.94 to 6.97.

FRESHWATER VALUES AND OBJECTIVES

6.103 The contents of the Upper Mangatangi and Mangatawhiri Catchments Plan do not pre-determine the identification of freshwater values or objectives that are to be set by local authorities and their communities under the National Policy Statement for Freshwater Management 2014.

APPLICATION OF STATUTORY FRAMEWORKS

6.104 Except as otherwise provided for, nothing in this part 6 affects the application of, or decision-making under, statutory frameworks.

MEETINGS WITH THE WAIKATO RIVER AUTHORITY

6.105 The Authority and the Waikato River Authority will meet once every six months to discuss how the exercise of their respective functions can support integrated management across the Mangatangi and Mangatawhiri catchments.

6: CULTURAL REDRESS: UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT CO-GOVERNANCE

REVIEW OF UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT AUTHORITY

6.106 No later than 5 years after the settlement date the Minister for the Environment will commission and receive an independent review report in relation to the Authority.

6.107 The purpose of the review will be to:

6.107.1 review the extent to which integrated governance and management is being achieved through the existence of both the Authority and the Waikato River Authority; and

6.107.2 identify options to improve the integrated governance and management of the Mangatangi and Mangatawhiri catchments and the Waikato River catchment, through, for example:

(a) the extension of the Waikato River Authority to cover the entire Mangatangi and Mangatawhiri catchments;

(b) an increase in the membership of the Waikato River Authority to include one additional member appointed by the Pare Hauraki collective cultural entity and one additional member appointed by the Crown;

(c) the disestablishment of the Authority and provisions for the integration of its plan, policies and procedures with those of the Waikato River Authority; and

(d) other measures to support the participation of the iwi members of the Authority in council and Waikato River Authority decision-making about the catchments.

6.108 The terms and process for the review will be developed in consultation with the Authority, the Waikato River Authority and the appointers for both authorities.

6.109 The review process will provide an opportunity for submissions from the Authority and the Waikato River Authority and the appointers for both authorities.

6.110 The Minister, in making a decision about amalgamation, must take into account the views of the Authority, the Waikato River Authority and the appointers for both authorities and consider how the interests of all iwi members of the Authority will be provided for.

6.111 If there is to be an amalgamation, the Crown will enter into discussions with the Waikato River Authority, Waikato and Waipa River iwi and the Pare Hauraki collective cultural entity about whether the Crown may make further contributions to account for costs associated with including the upper catchments in the Waikato River Authority to:

6.111.1 the Waikato River Clean-Up Trust; and

6.111.2 the administration costs of the Waikato River Authority.

6: CULTURAL REDRESS: UPPER MANGATANGI AND MANGATAWHIRI CATCHMENT CO-GOVERNANCE

DEFINITIONS

6.112 In this part:

6.112.1 **accredited** in relation to hearing commissioners has the same meaning as in section 2 of the Resource Management Act 1991;

6.112.2 **Authority** means the Upper Mangatangi and Mangatawhiri Catchment Authority;

6.112.3 **plan** means the Upper Mangatangi and Mangatawhiri Catchments Plan; and

6.112.4 **waterway** means any river, stream, lake or other natural fresh water body, and includes any tributary flowing into such water bodies.

PARE HAURAKI COLLECTIVE REDRESS LEGISLATION

6.113 The Pare Hauraki collective redress legislation will, on the terms provided by subpart 7 of part 2 of the draft collective bill, give effect to this part 6.

7 CULTURAL REDRESS: MANGATANGI STREAM, MANGATAWHIRI RIVER AND WHANGAMARINO WETLAND CATCHMENTS WITHIN THE WAIKATO RIVER AUTHORITY BOUNDARIES

PARE HAURAKI STATEMENT IN RELATION TO REDRESS OVER THE LOWER MANGATANGI AND MANGATAWHIRI CATCHMENTS

7.1 The Crown recognises the Iwi of Hauraki have interests in the upper and lower catchments of the Mangatangi River and Mangatawhiri Stream and in the catchments of the Whangamarino wetland being the area edged black in the map in part 14 of the attachments (**Waterways**), which are of great spiritual, cultural, customary, ancestral and historical significance to the Iwi of Hauraki.

7.2 Clause 21.2 of the Pare Hauraki Collective Redress Deed, as initialled on 22 December 2016, stated:

"21.2 The Crown and Iwi of Hauraki acknowledge and agree:

21.2.1 this deed does not yet provide for cultural redress providing for the involvement of the Iwi of Hauraki in the governance and management of the Waterways; and

21.2.2 such cultural redress for the Iwi of Hauraki will be agreed as soon as possible between the Crown and Iwi of Hauraki and prior to the signing of the deed in accordance with Te Tiriti o Waitangi / the Treaty of Waitangi."

7.3 This deed does not provide for co-governance by the Iwi of Hauraki of the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments within the Waikato River Authority boundaries (**co-governance redress**).

7.4 The Iwi of Hauraki consider that the collective Treaty redress will not be complete until they have been provided with co-governance redress, in the form of a seat on the Waikato River Authority.

7.5 Clause 7.4 is a statement by the Iwi of Hauraki and does not bind the Crown. In particular it does not affect or derogate from –

7.5.1 clause 20.2 of this deed; or

7.5.2 the provisions in any deed of settlement of historical Treaty claims entered into with an Iwi of Hauraki; or

7.5.3 the Pare Hauraki collective redress legislation giving effect to that deed, including the full and final settlement of the historical Treaty claims of the Iwi of Hauraki, and the exclusion of the jurisdiction of any court, tribunal or other judicial body in relation to those claims.

7.6 For the avoidance of doubt, the Crown is not under a duty, under Te Tiriti o Waitangi / the Treaty of Waitangi or its principles, at common law or otherwise, to provide the co-governance redress.

7.7 It is noted that this deed also includes the following Treaty redress:

7.7.1 natural resource management and governance arrangements over the upper Mangatangi and Mangatawhiri catchments (outside the current Waikato River Authority Area);

7.7.2 natural resource management arrangements over the Mangatangi, Mangatawhiri and Whangamarino catchments (inside the current Waikato River Authority Area);

7.7.3 a requirement for a review of the Upper Mangatangi and Mangatawhiri Catchment Authority within 5 years following settlement which includes a consideration of various options, for example the extension of the Waikato River Authority to cover the entire Mangatangi and Mangatawhiri catchments;

7.7.4 first rights of refusal for areas within an area of land confiscated by the Crown under the New Zealand Settlements Act 1863 (also known as the East Waikato Confiscation Block); and

7.7.5 second rights of refusal for areas within an area of land confiscated by the Crown under the New Zealand Settlements Act 1863 (also known as the East Waikato Confiscation Block).

Involvement in Waikato River Authority Decision-making

7.8 The Waikato River Authority must provide an opportunity for Pare Hauraki collective cultural entity to participate in decision-making relating to the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments within the Waikato River Authority boundaries.

7.9 The Waikato River Authority and the Pare Hauraki collective cultural entity must meet within 2 months after the settlement date to develop an agreement and terms that give effect to the requirement in clause 7.8.

Statement of Significance

7.10 The Pare Hauraki collective redress legislation will include the following statement of significance setting out the relationship of Iwi of Hauraki with the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments within the Waikato River Authority boundaries:

> "The spiritually and culturally symbiotic relationship between the people of Pare Hauraki and our world, mai Matakana ki Matakana, is founded on whakapapa links between the cosmos, gods, nature and people. Our world is a holistic unified whole consisting of spiritual and physical interrelated realities.
>
> Our relationships are first and foremost genealogical. All things, animate and inanimate, have a whakapapa derived from Papatūānuku and her children. The works of nature—mountains, seas, rivers, wetlands, animals, and plants—are either kin, ancestors, or founding parents. From our cosmogony, all things have their own mauri and personality requiring respect and protection.

7: CULTURAL REDRESS: MANGATANGI STREAM, MANGATAWHIRI RIVER AND WHANGAMARINO WETLAND CATCHMENTS WITHIN THE WAIKATO RIVER AUTHORITY BOUNDARIES

Whanaungatanga lies at the core of our relationships. Te taura tāngata is the cord of kinship that binds us together through whakapapa. It is a braid that is tightly woven, tying in all its strands. It is unbroken and infinite.

Our traditional imagery holds that the Coromandel Peninsula is the jagged barb of the great fish of Māui (Te Tara o te Ika a Māui), while the peaks of Te Aroha and Moehau form the prow and stern of the waka.

Important tribal taniwha and tupua dwell in the ancestral seas and rivers which are also the location of continued spiritual and cultural traditions and practices maintained over the many centuries.

The extensive coastline, mountainous backbone, rivers and wetlands make for a resource rich and environmentally diverse rohe, desired by many over the centuries. The taonga tuku iho bestowed upon us include taonga species, fertile soils, hua whenua, hua rākau, kai moana, kai awa, kai ngahere, timber, textile flora, and minerals.

The seas and foreshores of Tīkapa Moana to Mahurangi and Te Tai Tamahine/Te Tai Tamawahine to Ngā Kuri a Whārei provide nourishment and spiritual sustenance as well as the maritime pathways to settlements throughout our rohe. The maunga of Hauraki are uplifted places of revered events in time and space. There, resides the tangible history of Pare Hauraki. Many rivers flow from the maunga into the plains and seas and provide sustenance and inland pathways. To the west includes the Waihou, Ōhinemuri, Piako, and to the east Whitianga and Tairua. The flood plain of the Piako and Waihou rivers was an inland sprawling sea and wetland rich with flora and fauna. So too, the wetlands and rivers of the inner catchments of the rohe of Pare Hauraki to the west, including the Whangamarino, and Mangatangi / Mangatawhiri.

These places are revered in tribal histories and mōteatea. Our traditions hold that our people have dwelt in Hauraki for over a millennium.

Our tūpuna inhabited a rohe temperate and generally frost free which enabled the cultivation of kūmara, taro, and yam from Polynesia. The broadleaf and podocarp forests include miro, hinau, tawa, and karaka whose fruit were harvested. The rohe abounds in bird life with many wetland species and thousands of migratory waders, which congregate on the coastal mudflats in season. The seas and foreshores teem with marine mammals, fish, and shellfish, the wetlands and rivers with birds, tuna and fish, as well as berries and medicinal and textile flora. Much of the rohe was thickly forested, with the rivers and water bodies giving access to great stands of kahikātea and kauri.

These resources were subject to access and use rights as an essential part of kaitiakitanga. Some species would be generally available, while other species would be regulated by rangatira in order to ensure sustenance and sustainability for the tribe.

The richness and diversity of this natural world is reflected by the many peoples who have belonged to the land and seas of Hauraki over the centuries. Thus, there are some 6000 recorded historical sites, 700 of which are pā. It is

generally accepted that there are more than double that number. More numerous again are the wāhi tapu cared for by Pare Hauraki as kaitiaki of these revered places.

The traditions of Pare Hauraki are those of a highly mobile and maritime nation. Movement throughout tribal areas was influenced by areas of occupation and the location and availability of natural resources. Seasonal harvesting, especially of kai moana, involved travel and occupation over very wide areas of Tīkapa Moana—Te Tai Tamahine/Te Tai Tamawahine and their motu. Preservation of birds and fish was an important activity, together with the tending of extensive cultivations.

The mana and wellbeing of Pare Hauraki was displayed in many ways—the quantity and quality of kai, waka, and whare, tools and weaponry, personal ornaments (including tahanga, tōhora, and huruhuru), and korowai and whāriki etc.

Many whānau, hapū, and iwi have dwelled in Hauraki over the centuries. The complexity and diversity of Pare Hauraki is reflected in the separate waves of tribal migration—various waka, tōhora, and taniwha traditions, together with histories of conflict, intermarriage and tuku whenua. Tribal entities have come and gone, but now comprise the 12 Iwi of Hauraki."

Pare Hauraki Objectives and Iwi Environmental Plan

7.11 The Pare Hauraki collective cultural entity may produce the following documents in relation to the Mangatangi Stream, Mangatawhiri River or Whangamarino Wetland and their catchments:

7.11.1 iwi objectives; and

7.11.2 an iwi environmental management plan.

7.12 The Waikato River Authority when reviewing the Vision and Strategy must consult the Pare Hauraki collective cultural entity (in accordance with the arrangements in clause 7.9) and must take into account the iwi objectives and iwi environmental plan referred to in clause 7.11.

7.13 The iwi environmental plan will have the following legal effect:

7.13.1 where a local authority is preparing, reviewing or changing a Resource Management Act 1991 document, the local authority must take the iwi environmental plan into account; and

7.13.2 a consent authority must have regard to the iwi environmental plan when considering an application for a resource consent under section 104 where the plan is relevant to the Resource Management Act 1991.

7.14 A person carrying out functions or exercising powers under sections 12 to 14 of the Fisheries Act 1996 must recognise and provide for the Waikato-Tainui environmental plan to the extent to which its contents relate to the functions or powers.

Hearings Commissioners

7.15 The Waikato River Authority must:

7.15.1 include commissioners appointed by the Pare Hauraki collective cultural entity in the Waikato River Authority's register of accredited commissioners;

7.15.2 when appointing commissioners under the Waikato River legislation in relation to an application for resource consent covering (in whole or in part) the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments, give particular consideration to appointing the commissioners referred to in clause 7.15.1; and

7.15.3 when providing names of commissioners to the Minister under the Waikato River legislation in relation a call-in of an application for resource consent covering (in whole or in part) the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments, give particular consideration to providing to the Minister the names of commissioners referred to in clause 7.15.1.

Consultation on Clean-up Fund Applications

7.16 The Waikato River Clean-Up Trust must, when devising a process for inviting and considering applications for funding, have regard to the objectives and iwi environmental plan referred to in clause 7.11 in the case of applications that relate to the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments.

7.17 The Waikato River Authority, as sole trustee of the Waikato River Clean-Up Trust, must give specific consideration to the views of the Pare Hauraki collective cultural entity and the iwi environmental plan referred to in clause 7.11 when allocating funding in relation to the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments.

Integrated River Management Plan

7.18 The Pare Hauraki collective cultural entity will have an opportunity for input into the development and approval of those sections of the Integrated River Management Plan relating to the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments.

Joint Management Agreements

Joint Management Agreement with Waikato Regional Council and Waikato District Council

7.19 The Waikato Regional Council, Waikato District Council and the Pare Hauraki collective cultural entity must enter into joint management agreements no later than 18 months after the settlement date unless the parties agree to extend.

Scope of Joint Management Agreement

7.20 A joint management agreement:

7.20.1 will only include matters relating to the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments within the Waikato River Authority boundaries, and activities within those catchments that affect the waterways;

7.20.2 must cover the matters referred to in clause 7.21; and

7.20.3 may cover additional matters agreed in accordance with clauses 7.67 and 7.68;

7.21 The joint management agreement must provide for the local authority and the Pare Hauraki collective cultural entity to work together in carrying out the following duties and functions, and exercising the following powers, in the Resource Management Act 1991:

7.21.1 monitoring and enforcement in accordance with clauses 7.24 and 7.27;

7.21.2 preparation, review, change or variation of a Resource Management Act 1991 planning document in accordance with clauses 7.28 to 7.32; and

7.21.3 duties, functions or powers under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents in accordance with clauses 7.33 to 7.38.

7.22 A joint management agreement must provide a process for the local authority and the Pare Hauraki collective cultural entity to explore:

7.22.1 whether customary activities could be carried out by the Iwi of Hauraki in the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments without the need for a statutory authorisation from the local authority; and

7.22.2 in particular, whether customary activities could be provided for as permitted activities in relevant regional plans or district plans.

Principles for development and operation of joint management agreements

7.23 The local authority and the Pare Hauraki collective cultural entity must, in working together to develop the joint management agreement, and in working together under the joint management agreement, act in a manner consistent with the following guiding principles:

7.23.1 they must promote the restoration and protection of the health and wellbeing of the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland and their catchments for present and future generations;

7.23.2 they must respect the mana rights and responsibilities of Pare Hauraki;

7.23.3 they must promote the principle of co-management;

7.23.4 they must reflect a shared commitment to:

(a) working together in good faith and a spirit of co-operation;

(b) being open, honest and transparent in their communications; and

(c) using their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner; and

7.23.5 they must recognise that the joint management agreement operates within statutory frameworks, and the importance of complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs.

Monitoring and enforcement

7.24 Clause 7.25 applies to monitoring and enforcement relating to the Mangatangi Stream, Mangatawhiri River, Whangamarino wetland and their catchments.

7.25 The part of the joint management agreement on monitoring and enforcement must provide for the relevant local authority and the Pare Hauraki collective cultural entity to:

7.25.1 meet no less than twice each year to:

(a) discuss and agree the priorities for the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991;

(b) discuss and agree the methods for and extent of the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991; and

(c) discuss the potential for Pare Hauraki to participate in the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991;

7.25.2 meet no less than twice each year to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991, including:

(a) the potential for the review of Resource Management Act 1991 documents; and

(b) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices and the service of infringement notices;

7.25.3 agree appropriate procedures for reporting back to the Pare Hauraki collective cultural entity on the enforcement action taken by the local authority;

7.25.4 discuss and agree the role of the Pare Hauraki collective cultural entity in the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991; and

7.25.5 discuss the potential for persons nominated by the Pare Hauraki collective cultural entity to participate in enforcement action under the Resource Management Act 1991.

7.26 The Pare Hauraki collective cultural entity and the local authority each bears its own costs of complying with clause 7.25.

7.27 Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Pare Hauraki collective cultural entity when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clause 7.25.

Preparation, review or change of a Resource Management Act 1991 planning document

7.28 Clause 7.29 applies to the preparation, review, change or variation of a Resource Management Act 1991 document to the extent that it relates to the catchments.

7.29 The part of the joint management agreement on the preparation, review, change or variation of a Resource Management Act 1991 document must provide:

7.29.1 that before the preparation, review, change or variation commences, the local authority and the Pare Hauraki collective cultural entity must convene a joint working party to discuss and recommend to the local authority:

(a) the process to be adopted for the preparation, review, change or variation; and

(b) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 or 5A of Schedule 1 to the Resource Management Act 1991;

7.29.2 that the local authority and the Pare Hauraki collective cultural entity must decide jointly on the final recommendation to the local authority on whether to commence a review of, and whether to make an amendment to, a Resource Management Act 1991 document;

7.29.3 that the local authority and the Pare Hauraki collective cultural entity must decide jointly on the final recommendation to the local authority on the content of a Resource Management Act 1991 document to be notified under clause 5 or 5A of Schedule 1 to the Resource Management Act 1991; and

7.29.4 that the local authority and the Pare Hauraki collective cultural entity must discuss the potential for the Pare Hauraki collective cultural entity to participate in making decisions on a Resource Management Act 1991 document under clause 10 of Schedule 1 to the Resource Management Act 1991.

7.30 The part of the joint management agreement on the preparation, review, change or variation of a Resource Management Act 1991 document must also provide a mechanism for the Pare Hauraki collective cultural entity to participate in processes under Part 2 and Part 4 of Schedule 1 of the Resource Management Act 1991.

7.31 The Pare Hauraki collective cultural entity and the local authority each bears its own costs of complying with clause 7.29.

7.32 Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Pare Hauraki collective cultural entity when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clause 7.29.

Resource consent process

7.33 Clauses 7.34 and 7.35 apply in relation to applications for resource consents for the activities specified in clause 7.36.

7.34 The part of the joint management agreement on the resource consent process must provide that:

7.34.1 each relevant local authority must provide the Pare Hauraki collective cultural entity with information on the applications for resource consents the local authority receives;

7.34.2 the information must be:

(a) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991, or as otherwise may be agreed between the Pare Hauraki collective cultural entity and the relevant local authority from time to time; and

(b) provided as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 95A to 95C of the Resource Management Act 1991;

7.34.3 the local authority and the Pare Hauraki collective cultural entity must jointly develop and agree criteria to assist local authority decision-making under the following processes or sections of the Resource Management Act 1991:

(a) best practice for pre-application processes;

(b) section 87E (request that an application be determined by the Environment Court rather than the consent authority);

(c) section 88(3) (incomplete application for resource consent);

(d) section 91 (deferral pending additional consents);

(e) section 92 (requests for further information);

(f) sections 95 to 95G (notification of applications for resource consent); and

(g) sections 127 and 128 (change, cancellation or review of consent conditions).

7.35 The criteria developed and agreed under clause 7.34.3:

7.35.1 are additional to, and must not derogate from, the criteria that the local authority must apply under the Resource Management Act 1991; and

7.35.2 do not impose a requirement on a consent authority to change, cancel or review consent conditions.

7.36 Clauses 7.33 and 7.34 apply to:

7.36.1 applications to the Waikato Regional Council for resource consent for the following activities within the Mangatangi Stream, Mangatawhiri River, Whangamarino Wetland catchments:

(a) dam, divert, take or use, water from or in the waterways;

(b) discharge any contaminant or water into the waterways;

(c) discharge any contaminant onto or into land in circumstances which will result in that contaminant (or any other contaminant emanating as a result of natural processes from that contaminant) entering the waterways;

(d) use, erect, reconstruct, place, alter, extend, remove, or demolish any structure or part of any structure in, on, under, or over the bed or banks of the waterways;

(e) excavate, drill, tunnel, or otherwise disturb the bed or banks of the waterways;

(f) introduce or plant any plant or any part of any plant (whether exotic or indigenous) in, on, or under the bed or banks of the waterways;

(g) deposit any substance in, on, or under the bed or banks of the waterways;

(h) reclaim or drain the bed of the waterways;

(i) enter onto or pass across the bed of the waterways;

(j) damage, destroy, disturb, or remove a plant or a part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the waterways;

(k) damage, destroy, disturb, or remove the habitats of plants or parts of plants, whether exotic or indigenous, in, on, or under the bed or banks of the waterways;

(l) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the waterways; and

(m) applications to a relevant territorial authority for resource consent for the use of or activities on the surface of the water in the waterways.

7.37 The Pare Hauraki collective cultural entity and the local authority each bears its own costs of complying with clauses 7.34 and 7.35.

7.38 Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Pare Hauraki collective cultural entity when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clauses 7.34 and 7.35.

Process for finalising joint management agreement

7.39 Within 30 business days of the settlement date, the Pare Hauraki collective cultural entity and each local authority must convene a joint committee to begin the process for finalising the joint management agreement.

7.40 The Pare Hauraki collective cultural entity and the local authority must work together in a positive and constructive manner to finalise the joint management agreement within the timeframe specified in clause 7.19, having particular regard to the principles set out in clause 7.23.

7.41 The Pare Hauraki collective cultural entity and the local authority may resort to any facilitation, mediation or other process that they consider to be appropriate in the process of finalising the joint management agreement.

7.42 No later than 14 months after the settlement date, the Pare Hauraki collective cultural entity and the local authority must give written or electronic notice to the Minister for the Environment:

7.42.1 confirming that all matters relating to the joint management agreement have been agreed; or

7.42.2 identifying the nature of the issues in dispute that the parties have not been able to resolve, and the position of the parties on the issues; or

7.42.3 notifying an electronic or written agreement under clause 7.19 to extend the date by which a joint management agreement must be in force.

7.43 If notice is given under clause 7.42, that notice must also specify the date upon which the joint management agreement is to come into force.

7.44 Where notice is given under clause 7.42, the Minister for the Environment and the Pare Hauraki collective cultural entity, in consultation with the local authority, must work together to resolve the issues.

7.45 The process referred to in clause 7.44 may continue for a period of no more than two months, unless otherwise agreed in writing or electronically by the Minister for the Environment and the Pare Hauraki collective cultural entity.

7.46 If, at the expiration of the two month period referred to in clause 7.45, all matters relating to the joint management agreement have been resolved, the Pare Hauraki collective cultural entity and the local authority must finalise the joint management agreement and give notice to the Minister for the Environment specifying the date on which the joint management agreement is to come into force.

7.47 If, at the expiration of the two month period referred to in clause 7.45, an issue relating to the joint management agreement remains in dispute, the Minister for the Environment must determine the issue.

7.48 In making a determination under clause 7.47, the Minister for the Environment must have particular regard to the principles set out in clause 7.23.

7.49 When the Pare Hauraki collective cultural entity and the local authority have the Minister for the Environment's determination, they must:

7.49.1 finalise the joint management agreement; and

7.49.2 give written or electronic notice to the Minister for the Environment specifying the date on which the joint management agreement is to come into force.

7.50 The Minister for the Environment may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues in dispute between the Pare Hauraki collective cultural entity and the local authority.

7.51 If notice is given under clause 7.42.3, not less than four months before the extended date by which a joint management agreement must be in force, the Pare Hauraki collective cultural entity and the local authority must give written or electronic notice to the Minister for the Environment and the Pare Hauraki collective cultural entity:

7.51.1 confirming that:

(a) all matters relating to the joint management agreement have been agreed; and

(b) the joint management agreement will be in force on the extended date; or

7.51.2 identifying the nature of the issues in dispute that the parties have not been able to resolve and the position of the parties on the issues.

7.52 If notice is given under clause 7.51, the Minister for the Environment and the Pare Hauraki collective cultural entity, in consultation with the local authority, must work together to resolve the issue and the provisions of clauses 7.40 to 7.45 apply with any necessary modification.

7.53 The Pare Hauraki collective cultural entity and the local authority may agree that a joint management agreement is to come into force in stages.

7.54 When the local authority and the Pare Hauraki collective cultural entity give notice to the Minister for the Environment of the date on which the joint management agreement is to come into force, they must also give the Minister for the Environment a copy of the agreement.

7.55 Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Pare Hauraki collective cultural entity when, in finalising the joint management agreement, they carry out the duties and functions or exercise the powers described in clauses 7.39 to 7.54.

Suspension of joint management agreement

7.56 The Pare Hauraki collective cultural entity and the local authority may agree in writing or electronically to suspend, in whole or in part, the operation of the joint management agreement.

7.57 In reaching any agreement under clause 7.56, the parties must specify the scope and duration of any such suspension.

7.58 To avoid doubt, there is no right to terminate a joint management agreement.

Waiver of rights under joint management agreement

7.59 The Pare Hauraki collective cultural entity may give notice in writing to the local authority that it waives any rights provided for in the joint management agreement.

7.60 In giving any notice under clause 7.59, the Pare Hauraki collective cultural entity must specify the extent and duration of any such waiver.

7.61 The Pare Hauraki collective cultural entity may at any time revoke a notice of waiver by written or electronic notice to the local authority.

Legal framework for joint management agreement

7.62 Sections 36B to 36E of the Resource Management Act 1991 do not apply to the joint management agreement.

7.63 The carrying out of a duty or function, or the exercise of a power, under a joint management agreement has the same legal effect as the carrying out of a duty or function, or the exercise of a power, by a local authority.

7.64 A local authority must not use the special consultative procedure under section 83 of the Local Government Act 2002 in relation to a joint management agreement.

7.65 A joint management agreement is enforceable between the parties to it.

7.66 Neither party has the right to terminate a joint management agreement.

Extension of joint management agreement

7.67 The Pare Hauraki collective cultural entity and the local authority may agree to extend the joint management agreement to cover duties, functions, or powers that are additional to those specified in clause 7.21.

7.68 In the event that the parties agree to extend the joint management agreement to cover additional duties, functions or powers:

7.68.1 the extended part of the joint management agreement is subject to clauses 7.56 to 7.61 and 7.69 to 7.74;

7.68.2 the extended part of the joint management agreement may be terminated in whole or in part by one party giving to the other party 20 business days written or electronic notice;

7.68.3 before either party exercises the right in clause 7.68.4, the parties must work together to seek to resolve the issue giving rise to the wish to terminate, in a manner consistent with the principles set out in clause 7.23 and the dispute resolution process contained in the joint management agreement; and

7.68.4 termination under clause 7.68.2 does not affect the remaining part of the joint management agreement (being the non-extended joint management agreement).

Review and amendment of joint management agreement

7.69 The Pare Hauraki collective cultural entity and the local authority may at any time agree in writing or electronically to undertake a review of the joint management agreement.

7.70 If, as a result of a review, the Pare Hauraki collective cultural entity and the local authority agree in writing or electronically that the joint management agreement should be amended, they may amend the joint management agreement without further formality.

7.71 If the joint management agreement is amended, the Pare Hauraki collective cultural entity and the local authority must:

7.71.1 give notice in writing or electronically of the amendment to the Minister for the Environment; and

7.71.2 provide a copy of the amended joint management agreement to the Minister for the Environment.

Transfers, delegations and joint management agreements

7.72 To avoid doubt, the provisions in this part 7 relating to joint management agreements do not preclude the local authority from making:

7.72.1 any other joint management agreement with the Pare Hauraki collective cultural entity under the Resource Management Act 1991; or

7.72.2 making any other co-management arrangement with the Pare Hauraki collective cultural entity under any legislation; and

7.72.3 a transfer or delegation to the Pare Hauraki collective cultural entity under any legislation.

Exercise of powers in certain circumstances

7.73 If a statutory power or function is affected by a joint management agreement, and a statutory timeframe for the exercise of the function or power is not able to be complied with under the joint management agreement, or an emergency situation arises, the local authority may carry out the function or exercise the power on its own account and not in accordance with the joint management agreement.

7.74 As soon as practicable, the local authority must give the Pare Hauraki collective cultural entity written or electronic notice of the carrying out of the function or the exercise of the power.

PARE HAURAKI COLLECTIVE REDRESS LEGISLATION

7.75 The Pare Hauraki collective redress legislation will, on the terms provided by sections 161 to 183 of the draft collective bill, give effect to clauses 7.8 to 7.74.

8 CULTURAL REDRESS: MOEHAU AND TE AROHA

MOEHAU

8.1 To avoid doubt:

8.1.1 clauses 9.4 to 9.6.1 apply to clauses 8.2 to 8.95; and

8.1.2 clause 9.6.2 applies to clauses 8.2 to 8.95 to the extent it is not already covered by those clauses.

Vesting of Moehau Tupuna Maunga

8.2 The Pare Hauraki collective redress legislation will, on the terms provided by sections 25 and 29 of the draft collective bill –

8.2.1 on the settlement date, vest in the Pare Hauraki collective cultural entity the fee simple estate in Moehau Tupuna Maunga (being Part Moehau Ecological Area and Part Coromandel Forest Park) as a government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve; and

8.2.2 provide that despite that vesting, improvements in or on Moehau Tupuna Maunga do not vest (see clause 8.95); and

8.2.3 provide that Moehau Tupuna Maunga ceases to be part of the Hauraki Gulf Marine Park, being the park established under section 33 of the Hauraki Gulf Marine Park Act 2000.

Creation of Moehau Tupuna Maunga Reserve

8.3 The Pare Hauraki collective redress legislation will, on the terms provided by sections 19 to 26 of the draft collective bill, provide for the creation of a reserve comprising the following:

8.3.1 Moehau Area:

8.3.2 Moehau Tupuna Maunga:

8.3.3 Urarima.

8.4 The reserve will be –

8.4.1 classified as a government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve subject to section 22 of the Reserves Act 1977; and

8.4.2 named Moehau Tupuna Maunga Reserve; and

8.4.3 created after the vesting of Moehau Tupuna Maunga referred to in clause 8.2 and of Urarima in the trustees of the Ngāti Tamaterā Treaty Settlement Trust, being the trust of that name established by trust deed dated 22 October 2013.

8.5 The Pare Hauraki collective redress legislation will, on the terms provided by sections 19 and 20 of the draft collective bill, provide that –

8.5.1 the Moehau Area remains in Crown ownership and part of the Hauraki Gulf Marine Park; and

8.5.2 Moehau Tupuna Maunga is to be managed as if it were part of that Park.

Purposes of the Reserve

8.6 The purposes of the Moehau Tupuna Maunga Reserve (**Reserve,** in this part 8) will be to:

8.6.1 protect and enhance the spiritual, cultural, ancestral, customary and historical relationship between the Iwi of Hauraki and Moehau, being a tupuna maunga and taonga of the utmost significance, and such protection and enhancement will include:

(a) the protection of wāhi tapu areas; and

(b) respecting and preserving mātauranga Māori, including allowing mātauranga Māori to inform decision-making;

8.6.2 protect the significant ecological values at the Reserve, including as a nationally-significant site for indigenous species, including through:

(a) the maintenance of viable local and national populations of indigenous species; and

(b) the eradication of introduced plants and animals (as far as possible); and

8.6.3 establish and maintain an integrated management regime in relation to the Reserve that is both effective and efficient.

Administering body for Reserve

8.7 A joint body will be established to be the administering body for the Reserve.

8.8 The joint body will be called the Moehau Tupuna Maunga Board.

8.9 The Moehau Tupuna Maunga Board (**Board**, in this part 8) will be the administering body for the Reserve for the purposes of the Reserves Act 1977, and that Act will apply as if the Reserve were vested in the Board under section 26 of the Act.

Membership

8.10 The Board will consist of up to six members as follows:

8.10.1 three members appointed by the Pare Hauraki collective cultural entity; and

8.10.2 up to three members appointed by the Director-General who are to be senior staff members from the Department of Conservation (one member being a Tier 3 (or higher) manager).

Purposes of Board

8.11 The purpose of the Board is to achieve the purposes of the Reserve.

8.12 The members of the Board must act in a manner so as to achieve the purposes of the Board.

8.13 In achieving its purposes the Board must operate in a manner that is consistent with tikanga Māori.

Functions

8.14 The principal function of the Board is to achieve the purposes of the Reserve.

8.15 The specific functions of the Board are to:

8.15.1 provide governance and direction for the Reserve;

8.15.2 approve a plan for the Reserve under section 41 of the Reserves Act 1977; and

8.15.3 take any other action that is considered by the Board to be appropriate to achieve its purposes.

Reserve management plan

8.16 Subject to clauses 8.17 and 8.20, a management plan for the Reserve will be prepared and approved in accordance with section 41 of the Reserves Act 1977.

8.17 The Pare Hauraki collective cultural entity and the Director-General must:

8.17.1 jointly prepare the draft management plan; and

8.17.2 prior to commencing the preparation of the draft management plan engage with the Board on:

(a) the principal matters to be addressed in the management plan; and

(b) the manner in which those matters should be addressed.

8.18 The Pare Hauraki collective cultural entity and the Director-General must:

8.18.1 identify interested parties who should be given an opportunity to comment on the draft management plan;

8.18.2 identify appropriate methods for giving public notice of the draft management plan;

8.18.3 seek comment on the draft management plan:

(a) from the interested parties identified under clause 8.18.1; and

(b) through the public notice; and

8.18.4 provide all comments received to the Board for its consideration.

8.19 The management plan will be approved by the Board.

8.20 At the time that the management plan is approved, the Board will make available a decision report setting out:

8.20.1 a summary of any comments made on the draft management plan; and

8.20.2 how the comments were considered and dealt with by the Board.

Annual Moehau operational plan

8.21 Each financial year, an annual Moehau operational plan will provide a framework in which:

8.21.1 the Director-General will carry out operational management of the reserve for that year; and

8.21.2 the Pare Hauraki collective cultural entity may, at its discretion, carry out that management with the Director-General.

8.22 The draft annual Moehau operational plan will be prepared by the Director-General and the Pare Hauraki collective cultural entity.

8.23 The draft annual Moehau operational plan must then be submitted to the Board.

8.24 The Board:

8.24.1 must consider the draft annual Moehau operational plan;

8.24.2 must determine whether the draft annual Moehau operational plan is consistent with the reserve management plan (once a reserve management plan has been approved); and

8.24.3 must:

(a) accept the draft annual Moehau operational plan in its entirety as being consistent with the reserve management plan; or

(b) accept part of the draft annual Moehau operational plan as being consistent with the reserve management plan; or

(c) reject the draft annual Moehau operational plan in its entirety.

8.25 The Board must notify the Director-General and the Pare Hauraki collective cultural entity of its decision as soon as practicable after receiving the draft Moehau annual operational plan.

8.26 If the Board accepts only part of, or rejects, the draft annual Moehau operational plan, the Board must:

8.26.1 notify the Director-General and the Pare Hauraki collective cultural entity of those parts of the plan that are accepted;

8.26.2 refer those parts of the plan that are not accepted to the Director-General and the Pare Hauraki collective cultural entity; and

8.26.3 meet with the Director-General and the Pare Hauraki collective cultural entity to discuss the Board's decision.

8.27 The Board, the Director-General and the Pare Hauraki collective cultural entity will work together in an open and constructive manner to seek to resolve any disagreement over the draft annual Moehau operational plan with the intention that the whole plan will be in a form acceptable to the Board as soon as possible.

8.28 To avoid doubt, from the commencement of the relevant year, the Director-General and the Pare Hauraki collective cultural entity:

8.28.1 must, subject to the discretion of the Pare Hauraki collective cultural entity in clause 8.21.2, undertake management activities in accordance with the accepted parts of the operational plan;

8.28.2 may, in emergency circumstances, undertake such other management activities considered necessary for the safety of the Reserve or any person or group in the Reserve; and

8.28.3 each retain discretion over how their respective funds are spent in order to implement the annual Moehau operational plan.

8.29 At the end of each year the Director-General and the Pare Hauraki collective cultural entity will report to the Board on the implementation of the annual Moehau operational plan for that year.

8.30 The annual Moehau operational plan must include the following information to the extent that information is relevant to the particular year:

8.30.1 information relating to the matters specified in clause 8.31 for the financial year to which the plan relates;

8.30.2 relevant financial information contained in the Department of Conservation's long-term forecasts for all activities and functions relating to Moehau where such information is available;

8.30.3 relevant financial information held by the Pare Hauraki collective cultural entity for all activities and functions the entity elected to carry out and where such information is available; and

8.30.4 any other information agreed by the Board and the Director-General, including any information relating to future financial years.

8.31 The matters referred to in clause 8.30 include:

8.31.1 the sources and extent of funding for operational management;

8.31.2 restoration work;

8.31.3 capital projects;

8.31.4 strategic, policy, and planning projects;

8.31.5 maintenance and operational projects;

8.31.6 levels of service to be provided by the Department of Conservation and, subject to clause 8.21.2, the Pare Hauraki collective cultural entity;

8.31.7 pest control;

8.31.8 species management;

8.31.9 contracts for management or maintenance activities;

8.31.10 facilitation of authorised cultural activities;

8.31.11 educational programmes;

8.31.12 Pare Hauraki collective cultural entity programmes, including specific iwi or hapū programmes; and

8.31.13 opportunities for the Iwi of Hauraki to carry out or participate in any of the activities described in clauses 8.31.2 to 8.31.12.

8.32 The Pare Hauraki collective cultural entity and the Director-General must agree the first annual Moehau operational plan for the financial year commencing on the first day of July after the settlement date.

Operational management

8.33 The operational management of the Reserve will be undertaken by the Director-General and, subject to clause 8.21.2, the Pare Hauraki collective cultural entity.

8.34 The Director-General must carry out this responsibility in accordance with:

8.34.1 the current annual Moehau operational plan;

8.34.2 any standard operating procedures agreed between the Board and the Director-General; and

8.34.3 any delegations made to the Director-General.

Authorised cultural activities

8.35 In clauses 8.36 to 8.45 the phrase **authorised cultural activity** means:

8.35.1 the erection of pou or flags;

8.35.2 an instructional or educational hīkoi;

8.35.3 a wānanga, hui, or pōwhiri;

8.35.4 an event that celebrates the maunga as a distinguishing and land-shaping feature of Pare Hauraki;

8.35.5 an event that marks or celebrates the history of Aotearoa, Waitangi Day, or Matariki;

8.35.6 an event that celebrates the ancestral association, or exercises the mana, of the Iwi of Hauraki with or over the maunga;

8.35.7 an event that celebrates the Iwi of Hauraki in their collective capacity;

8.35.8 an event that celebrates an iwi or a hapū of Hauraki; or

8.35.9 any other activity in relation to which provisions are included in the reserve management plan.

8.36 The Pare Hauraki collective cultural entity may grant approval to one or more Iwi of Hauraki to carry out an authorised cultural activity on the Reserve.

8.37 If requested by an Iwi of Hauraki, the Pare Hauraki collective cultural entity must devolve to that iwi the decision-making role under clause 8.36 in respect of authorising cultural activities for members of that Iwi.

8.38 The Pare Hauraki collective cultural entity must notify the Board if it devolves its decision-making responsibility in accordance with clause 8.37.

8.39 The Pare Hauraki collective cultural entity, or an Iwi where there has been a devolution in accordance with clause 8.37, may grant approval for the carrying out of an authorised cultural activity only if it is satisfied that:

8.39.1 the activity will comply with the relevant provisions of the reserve management plan (where such a plan has been approved), including any terms and conditions prescribed in the plan in respect of the activity or an activity of that type;

8.39.2 the activity will comply with the Resource Management Act 1991;

8.39.3 any permission or other authorisation required under the Reserves Act 1977 from any person other than the Board in respect of the carrying out of the activity has been obtained;

8.39.4 the activity will comply with any other relevant enactment (for example, the Heritage New Zealand Pouhere Taonga Act 2014, the Burial and Cremation Act 1964, and the Health Act 1956); and

8.39.5 any adverse effects on the ecological integrity or viability of indigenous species are no more than minor.

8.40 If the authorised cultural activity involves the erection of one or more structures, the Pare Hauraki collective cultural entity, or an Iwi where there has been a devolution in accordance with clause 8.37, must also be satisfied that each structure is:

8.40.1 temporary or moveable; or

8.40.2 if permanent, symbolic only (for example, pou whenua or waharoa) or necessary for cultural interpretation (for example, a sign explaining a feature or an event).

8.41 The Pare Hauraki collective cultural entity, or an Iwi where there has been a devolution in accordance with clause 8.37, must give the Board notice, in writing or electronically, of an activity for which it has granted approval under clause 8.39.

8.42 Notice must be given as soon as possible, but no fewer than five business days before the day, or the first day, on which the activity is to be carried out.

8.43 If the Pare Hauraki collective cultural entity, or an Iwi where there has been a devolution in accordance with clause 8.37, grants approval to carry out an authorised cultural activity under this section, any permission or other authorisation required under the Reserves Act 1977 from the Board in respect of the carrying out of the activity is deemed to have been granted.

8.44 The reserve management plan will prescribe any terms and conditions in relation to members of the Iwi of Hauraki carrying out an authorised cultural activity.

8.45 To avoid doubt, terms or conditions must not be of such a nature that an activity is effectively prohibited.

Other cultural activities in the reserve management plan

8.46 The Board must, in its engagement under clause 8.18, consider the inclusion in the reserve management plan:

8.46.1 provisions relating to members of the Iwi of Hauraki carrying out other activities for cultural or spiritual purposes on the Reserve; and

8.46.2 provisions that recognise the members' traditional or ancestral ties to those lands.

8.47 Without limiting clause 8.46, the Board must consider the inclusion of provisions in the reserve management plan that relate to members of the Iwi of Hauraki carrying out the following activities:

8.47.1 limited land cultivation for harvesting of plants for traditional use;

8.47.2 limited collection of other materials;

8.47.3 archaeological activities;

8.47.4 hāngi;

8.47.5 tribally significant tangihanga or hari tūpāpaku and the interment of tūpāpaku;

8.47.6 spiritual and cultural traditional practices and ceremonies other than those described in clauses 8.35.1 to 8.35.8;

8.47.7 nohoanga;

8.47.8 the permanent erection of symbolic structures and signage; and

8.47.9 activities that exercise kaitiakitanga or manaakitanga, including overnight occupation.

8.48 In considering the matter referred to in clause 8.47.1, the Board must consider:

8.48.1 whether such cultivation or harvesting will have no more than minor adverse effects on the ecological integrity of the Moehau Tūpuna Maunga Reserve or the viability of indigenous species; and

8.48.2 the use of any ecologically and culturally appropriate plant materials naturally occurring in the area.

8.49 If, after such consideration, provisions are included in the reserve management plan relating to the carrying out of an activity described in clause 8.47:

8.49.1 the plan must prescribe any terms and conditions in relation to the carrying out of the activity; but

8.49.2 such terms or conditions must not be of such a nature that an activity is effectively prohibited.

Further provisions for Board

8.50 Clauses 8.51 to 8.90 set out further provisions relating to the operation of the Board.

Capacity

8.51 The Board will have such powers as are reasonably necessary for it to carry out its functions:

8.51.1 in a manner consistent with this part 8; and

8.51.2 subject to clause 8.51.1, the Reserves Act 1977.

Members of the Board

8.52 Members of the Board:

8.52.1 are appointed for a term of three years, unless the member resigns during that term; and

8.52.2 may be reappointed at the sole discretion of the relevant appointer.

8.53 In appointing their respective members to the Board, the Pare Hauraki collective cultural entity and the Director-General:

8.53.1 must be satisfied that the person has the mana, skills, knowledge or experience to:

(a) participate effectively in the Board; and

(b) contribute to the achievement of the purposes of the Board; and

8.53.2 should have regard to the overall membership of the Board.

Discharge or resignation of Board members

8.54 A member may resign by written notice to that person's appointer and the Board.

8.55 The Director-General may discharge a member appointed by the Director-General from the Board by written notice to that member and to the Board.

8.56 Where there is a vacancy on the Board:

8.56.1 the relevant appointer will fill that vacancy as soon as is reasonably practicable; and

8.56.2 any such vacancy does not prevent the Board from continuing to discharge its functions.

Co-Chairs

8.57 At the first meeting of the Board the members will appoint two members of the Board as Co-Chairs on the basis that:

8.57.1 one of the Co-Chairs must be a member of the Board appointed by the Pare Hauraki collective cultural entity; and

8.57.2 one of the Co-Chairs must be a member appointed by the Director−General who is a senior manager from the Department of Conservation (being a Tier 3 (or higher) manager).

8.58 The Co-Chairs:

8.58.1 are appointed for a term of three years;

8.58.2 may be reappointed as a Co-Chair; and

8.58.3 in the case of a Co-Chair appointed under clause 8.57.2 (being a Tier 3 (or higher) manager), may be removed by the Director-General in the same manner as the appointment was made.

Standing orders

8.59 At its first meeting the Board will adopt a set of standing orders for the operation of the Board, and may amend those standing orders from time to time.

8.60 The standing orders of the Board must:

8.60.1 not contravene this part;

8.60.2 respect tikanga Māori; and

8.60.3 subject to compliance with clause 8.60.1 and 8.60.2, not contravene the Reserves Act 1977 or any other Act.

8.61 A member of the Board must comply with the standing orders of the Board, as amended from time to time by the Board.

Meetings of the Board

8.62 The quorum for a meeting of the Board is not less than three members, made up as follows:

8.62.1 at least two members appointed by the Pare Hauraki collective cultural entity;

8.62.2 at least one member appointed by the Director-General; and

8.62.3 at least one co-chair (who may be one of the members referred to in clause 8.62.1 or 8.62.2).

8.63 The Board must hold its first meeting no later than three months after the settlement date.

8.64 Meetings may be held:

8.64.1 in person;

8.64.2 by telephone; or

8.64.3 by electronic means.

Decision-making

8.65 The decisions of the Board must be made at a meeting of the Board.

8.66 The Board will make decisions by a consensus of members present at a meeting.

8.67 To avoid doubt, a member of the Board may not appoint a proxy.

8.68 When making decisions on pest control and species management which affect the ecological integrity of the Moehau Tūpuna Maunga Reserve or the viability of indigenous species:

8.68.1 the Board will strive for consensus;

8.68.2 if, in the opinion of the Co-Chairs, consensus cannot be reached within a reasonable timeframe, and not later than three months after the issue is first discussed at a meeting of the Board, the Co-Chairs must refer the matter to the Chair of the Pare Hauraki collective cultural entity and the appropriate Deputy Director-General of the Department of Conservation in the Pare Hauraki redress area for resolution;

8.68.3 following referral under clause 8.68.2, the Chair of the Pare Hauraki collective cultural entity and the appropriate Deputy Director-General of the Department of Conservation in the Pare Hauraki redress area must engage in good faith in discussions to resolve the issue; and

8.68.4 if, following the discussions referred to in clause 8.68.3, agreement cannot be reached between those persons within six weeks of the matter being referred to them, the decision will be made by the Director-General.

8.69 The members of the Board must approach decision-making in a manner that is consistent with, and reflects, the purposes of the Board.

Committees

8.70 The Board may appoint committees and subcommittees.

8.71 A committee or subcommittee is:

8.71.1 subject to the direction and control of the Board; and

8.71.2 must carry out all directions of the Board.

Power of delegation

8.72 The Board may delegate any of its functions, either generally or specifically and subject to any conditions, by written notice to:

8.72.1 the Pare Hauraki collective cultural entity;

8.72.2 the Director-General;

8.72.3 a member or members of the Board; or

8.72.4 a committee or subcommittee of the Board.

8.73 Despite clause 8.72, the Board must not delegate:

8.73.1 the approval of or amendment to a plan for the Reserve under section 41 of the Reserves Act 1977;

8.73.2 the acceptance by the Board of the annual Moehau operational plan;

8.73.3 the appointment or revocation of a committee;

8.73.4 the replacement or amendment of the terms of any appointment of a committee;

8.73.5 the making of bylaws by the Board; or

8.73.6 this power of delegation.

8.74 Subject to the terms of delegation from the Board, a delegate to whom any function or power of the Board is delegated may, unless the delegation provides otherwise, exercise the function or power in the same manner, subject to the same restrictions, and with the same effect as if the delegate were the Board.

8.75 A delegate who purports to exercise a function or power under a delegation:

8.75.1 is, in the absence of proof to the contrary, presumed to do so in accordance with the terms of that delegation; and

8.75.2 must produce evidence of his or her authority to do so, if reasonably requested to do so.

8.76 No delegation:

8.76.1 affects or prevents the exercise of any function or power by the Board;

8.76.2 affects the responsibility of the Board for the actions of any delegate acting under the delegation; or

8.76.3 is affected by any change in the membership of the Board or of any committee.

8.77 A delegation may be revoked at will by the Board by:

8.77.1 written notice to the delegate; or

8.77.2 any other method provided for in the delegation.

Declaration of interest

8.78 A member of the Board is required to disclose any actual or potential interest in a matter to the Board.

8.79 The Board will maintain an interests register and will consider and record any actual or potential interests that are disclosed to the Board.

8.80 A member of the Board is not precluded from discussing or voting on a matter merely because:

8.80.1 the member is affiliated to the Iwi of Hauraki or a hapū or whānau that has customary interests in Moehau; or

8.80.2 the member is an employee of the Crown; or

8.80.3 the economic, social, cultural, and spiritual values of any Iwi or hapū and their relationships with the Board are advanced by or reflected in:

(a) the subject matter under consideration;

(b) any decision by or recommendation of the Board; or

(c) participation in the matter by the member.

8.81 To avoid doubt, the affiliation of a member of the Board to an Iwi or hapū that has customary interests in area covered the Board is not an interest that must be disclosed or recorded.

8.82 In clauses 8.78 to 8.84, **matter** means:

8.82.1 the Board's performance of its functions or exercise of its powers; or

8.82.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Board.

8.83 A member of the Board has an actual or potential interest in a matter, if he or she:

8.83.1 may derive a financial benefit from the matter;

8.83.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter;

8.83.3 may have a financial interest in a person to whom the matter relates;

8.83.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or

8.83.5 is otherwise directly or indirectly interested in the matter.

8.84 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Board.

Reporting and review

8.85 The Board will report on an annual basis to the Pare Hauraki collective cultural entity and the Director-General.

8.86 The report will:

8.86.1 describe the activities of the Board over the preceding 12 months; and

8.86.2 explain how those activities are relevant to the Board's purposes and functions.

8.87 The report must be tabled in Parliament by the Minister of Conservation.

8.88 The appointers will commence a review of the performance of the Board, including of the extent that the purposes of the Board is being achieved and the functions of the Board are being effectively discharged, on the date that is three years after the Board's first meeting.

8.89 The appointers may undertake any subsequent review of the performance of the Board at any time agreed between all of the appointers.

8.90 Following any review of the Board, the appointers may make recommendations to the Board on any relevant matter arising out of that review.

Administrative and technical support of Board

8.91 The Director-General must provide administrative support to the Board.

8.92 The Pare Hauraki collective cultural entity and the Director-General must:

8.92.1 meet their own costs in terms of participation by their appointed members on the Board (including the payment of any meeting fees); and

8.92.2 contribute equally to meeting the other administrative costs of the Board where pre-approved by the Board in accordance with its decision-making processes.

Resource consents

8.93 A resource consent will not be required under section 9(3) of the Resource Management Act 1991 for any work or activity undertaken by the Board, the Pare Hauraki collective cultural entity or the Director-General within the Reserve where that work or activity:

8.93.1 is for the purposes of managing the Reserve under the Reserves Act 1977;

8.93.2 is consistent with the Reserves Act 1977 and any reserve management plan in force at the time; and

8.93.3 does not have a significant adverse effect beyond the boundary of the Reserve.

Low impact activities

8.94 In relation to access to the Moehau Tupuna Maunga for specified low impact activities in relation to minerals the Moehau Tupuna Maunga will be afforded the same level of protection under the Crown Minerals Act 1991 as if it were listed in Schedule 4 of that Act.

Improvements

8.95 The Pare Hauraki collective redress legislation will, on the terms provided by section 25 of the draft collective bill, provide that Crown improvements in or on Moehau Tupuna Maunga Reserve –

8.95.1 remain vested in the Crown; and

8.95.2 may remain on the Reserve without charge by –

(a) the Board; or

(b) the Board and the owner of the property, in the case of Moehau Tupuna Maunga and Urarima; and

8.95.3 may, subject to any existing rights, be used, occupied, accessed, maintained, removed, or demolished by the Director-General or the trustees in a manner that is consistent with –

(a) the management plan for the Reserve; and

(b) the annual operational plan for the Reserve.

TE AROHA

8.96 To avoid doubt:

8.96.1 clauses 9.4 to 9.6.1 apply to clauses 8.97 to 8.107; and

8.96.2 clause 9.6.2 applies to clauses 8.97 to 8.107 to the extent it is not already covered by those clauses.

Vesting of Te Aroha Tupuna Maunga and reserve status

8.97 The Pare Hauraki collective redress legislation will, on the terms provided by sections 32 to 34 of the draft collective bill, -

8.97.1 on the settlement date, vest in the Pare Hauraki collective cultural entity the fee simple estate in Te Aroha Tupuna Maunga (being Part Kaimai Mamaku Conservation Park), as a local purpose (Pare Hauraki whenua kura) reserve subject to that entity providing a registrable right of way easement in gross in the form set out in part 6.1 of the documents schedule; and

8.97.2 otherwise give effect to clauses 8.98 to 8.107.

8.98 The name of the reserve will be the Te Aroha Tupuna Maunga Reserve.

8.99 The purposes of the Te Aroha Tupuna Maunga Reserve will be to:

8.99.1 protect and enhance the relationship between the Iwi of Hauraki and Te Aroha being a tupuna maunga and taonga of the utmost spiritual, ancestral, cultural, customary and historical significance; and

8.99.2 protect and manage the scenic, recreational and ecological values of Te Aroha Tupuna Maunga.

Administering body

8.100 The Pare Hauraki collective cultural entity will be the administering body of the Te Aroha Tupuna Maunga Reserve.

Reserve management plan

8.101 A management plan for the Te Aroha Tupuna Maunga Reserve will be prepared by the Pare Hauraki collective cultural entity in accordance with section 41 of the Reserves Act 1977.

8.102 Despite section 41(1) of the Reserves Act 1977, the Pare Hauraki collective cultural entity will approve that management plan.

Funds from Te Aroha Tupuna Maunga Reserve

8.103 Section 42(1) of the draft collective bill will provide that the restrictions in the Reserves Act on the use of revenue derived from reserves (ie, sections 78(1)(a), 79 to 81 and 88) will not apply to Te Aroha Tupuna Maunga Reserve.

GENERAL PROVISIONS IN RELATION TO MOEHAU TUPUNA MAUNGA AND TE AROHA TUPUNA MAUNGA CULTURAL REDRESS PROPERTIES

8.104 Moehau Tupuna Maunga and Te Aroha Tupuna Maunga are each to be –

8.104.1 as described in part 1 of schedule 2 of the draft collective bill; and

8.104.2 vested on the terms provided by –

(a) sections 36 to 47 of the draft collective bill; and

(b) part 2 of the property redress schedule; and

8.104.3 subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clause 8.97 to be provided by the Pare Hauraki collective cultural entity; or

(b) required by the Pare Hauraki collective redress legislation; and

(c) in particular, referred to in part 1 of schedule 2 of the draft collective bill.

8.105 The Registrar-General of Land must record on any computer freehold register for Moehau Tupuna Maunga and Te Aroha Tupuna Maunga that those of the Iwi of Hauraki identified in part 3 of the attachments have spiritual, cultural, ancestral, customary and historical association with Moehau Tupuna Maunga and Te Aroha Tupuna Maunga.

8.106 Section 314(1)(da) of the Resource Management Act 1991 does not apply to the Pare Hauraki collective cultural entity in relation to its ownership of Moehau Tupuna Maunga and Te Aroha Tupuna Maunga in respect of any contamination:

8.106.1 that existed on, under, or in those 2 reserves before the settlement date;

8.106.2 that was not disclosed by the Crown under paragraph 1.1 of the property redress schedule;

8.106.3 the existence of which was notified to the Crown by the Pare Hauraki collective cultural entity as soon as practicable after its discovery by that entity; and

8.106.4 since discovery by the entity, has not been exacerbated by an intentional, reckless or negligent act by the entity.

DEFINITIONS

8.107 In this part:

8.107.1 **appointer** means:

(a) the Pare Hauraki collective cultural entity in the case of members appointed by that entity; and

(b) the Director-General (or delegate) in the case of the ex-officio Department of Conservation members;

8.107.2 **consensus** means the absence of any formally recorded dissent in relation to any matter under consideration at a meeting of the Board;

8.107.3 **financial year** or **year** means a 12 month period commencing on the first day of July;

8.107.4 **Moehau Area** means the area described in part 2 of schedule 2 of the draft collective bill and shown shaded dark grey on OTS-100-302;

8.107.5 **Moehau Tupuna Maunga** means the area described by that name in part 1 of schedule 2 of the draft collective bill on OTS-100-301;

8.107.6 **Te Aroha Tupuna Maunga** means the area described by that name in part 1 of schedule 2 of the draft collective bill and shown on OTS-100-303; and

8.107.7 **Urarima** means the land shaded orange on OTS-100-302 in part 2 of the attachments.

9 CULTURAL REDRESS: PARE HAURAKI CONSERVATION FRAMEWORK

BACKGROUND

9.1 The Department of Conservation acknowledges that an effective partnership with Pare Hauraki is fundamental to achieving enhanced conservation of natural resources and historical and cultural heritage. Pare Hauraki responsibilities to this heritage are embodied by mana whenua and kaitiakitanga – the spiritual and cultural ethos that governs Pare Hauraki care and protection of mauri, the dynamic life principle that underpins all heritage. Mana whenua and kaitiakitanga include elements of protection, guardianship, stewardship and customary use. They are exercised by Pare Hauraki in relation to ancestral lands, waters, areas, resources, and other taonga.

9.2 Pare Hauraki and the Department of Conservation seek an effective partnership that both recognises the mana whenua and kaitiakitanga responsibilities of Pare Hauraki, and enhances the conservation of natural resources and historical and cultural heritage.

9.3 The intent of this Pare Hauraki conservation framework is to establish a framework for the co-governance, and related co-management, of natural resources and historical and cultural heritage as follows:

9.3.1 the co-governance provisions set out below are designed to reflect the aspirations of Pare Hauraki to have a meaningful role in influencing policies, not just as another group in the community, but in a way that is consistent with their mana whenua status and their partnership relationship with the Crown under Te Tiriti o Waitangi / the Treaty of Waitangi; and

9.3.2 the co-management provisions set out below are designed to give effect to Pare Hauraki aspirations to share in managing natural resources and historical and cultural heritage in a way that sits well with their principles of kaitiakitanga and mana motuhake.

Section 4 of the Conservation Act 1987

9.4 Section 4 of the Conservation Act 1987 states:

> *"This Act shall be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi".*

9.5 This obligation applies to the Conservation Act 1987 and the Acts listed in the First Schedule to that Act.

9.6 As an overriding approach, when exercising functions under that legislation in relation to each of the elements of the Pare Hauraki conservation framework set out in this deed, the relevant person or entity must:

9.6.1 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi as required by section 4 of the Conservation Act 1987; and

9.6.2 acknowledge and provide for the Statement of Pare Hauraki World View and Programme for a Culture of Natural Resource Partnership, unless to do so would be contrary to the purposes of the Conservation Act 1987.

ELEMENTS OF PARE HAURAKI CONSERVATION FRAMEWORK

9.7 The elements of the Pare Hauraki conservation framework are:

9.7.1 conservation management plan;

9.7.2 conservation management strategy;

9.7.3 decision-making framework;

9.7.4 customary materials;

9.7.5 wāhi tapu framework;

9.7.6 Conservation Boards;

9.7.7 relationship agreement; and

9.7.8 capability building.

CONSERVATION MANAGEMENT PLAN

9.8 To avoid doubt:

9.8.1 clauses 9.4 to 9.6.1 apply to this section of the Pare Hauraki conservation framework; and

9.8.2 clause 9.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.

BACKGROUND

9.9 In recognition of the significance of the motu of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine, Te Tara o te Ika a Maui (Coromandel Peninsula), and Kopuatai, Torehape and Pūkorokoro (Miranda) wetlands to the Iwi of Hauraki, the Crown has agreed to provide for the co-governance of those areas, through the development of a conservation management plan, that is approved jointly by the Pare Hauraki collective cultural entity and the Conservation Board.

CROWN ACKNOWLEDGEMENT

9.10 The Crown acknowledges the enduring spiritual, ancestral, cultural, customary, historical and economic significance of the following areas to the Iwi of Hauraki:

9.10.1 motu of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine;

9.10.2 Te Tara o te Ika a Māui (Coromandel Peninsula); and

9.10.3 Kopuatai, Torehape and Pūkorokoro (Miranda) wetlands.

PREPARATION AND APPROVAL OF CONSERVATION MANAGEMENT PLAN

9.11 There will be one conservation management plan prepared and approved covering the following three areas:

9.11.1 motu of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine;

9.11.2 Te Tara o te Ika a Māui (Coromandel Peninsula); and

9.11.3 Kopuatai, Torehape and Pūkorokoro (Miranda) wetlands.

9.12 To avoid doubt:

9.12.1 sections 17F, 17G, 17H and 17I of the Conservation Act 1987 do not apply to the preparation, approval, review or amendment of the plan; but

9.12.2 in all other respects the Conservation Act 1987 applies to the plan as if that plan is a conservation management plan prepared and approved under that Act.

Preparation of plan

9.13 The draft plan will be prepared by the Director-General in consultation with the Pare Hauraki collective cultural entity, the Conservation Board(s) and such other persons or organisations as the Director-General considers practicable and appropriate.

9.14 The Director-General will commence preparation of the draft plan:

9.14.1 not later than six months after the settlement date; or

9.14.2 by such later date as agreed between the Director-General and the Pare Hauraki collective cultural entity.

Notification of draft plan

9.15 Not later than 12 months after commencement of the preparation of the draft plan, or such later date as agreed between the Director-General and the Pare Hauraki collective cultural entity, the Director-General will notify the draft plan in accordance with section 49(1) of the Conservation Act 1987, and to the appropriate regional councils and territorial authorities, and to each Iwi of Hauraki, and that provision will apply as if the notice were required to be given by the Minister of Conservation.

9.16 Every notice under clause 9.15 will:

9.16.1 state that the draft plan is available for inspection at the places and times specified in the notice; and

9.16.2 invite persons or organisations interested to lodge with the Director-General submissions on the draft plan before the date specified in the notice, being a date not less than two months after the date of the publication of the notice.

Submissions and opinion

9.17 Any person or organisation may make written submissions to the Director-General on the draft plan at the place and before the date specified in the notice.

9.18 The Director-General may, after consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s), obtain public opinion of the draft plan by any other means from any person or organisation.

9.19 From the date of public notification of the draft plan until public opinion of it has been made known to the Director-General, the draft plan will be made available by the Director-General for public inspection during normal office hours, in such places and quantities as are likely to encourage public participation in the development of the plan.

Hearing of submissions

9.20 The Director-General will give every person or organisation who or which, in making a submission on the draft plan, asked to be heard in support of that submission a reasonable opportunity of appearing before a meeting of representatives of the Director-General, the Pare Hauraki collective cultural entity and the Conservation Board(s).

9.21 Representatives of the Director-General, the Pare Hauraki collective cultural entity and the Conservation Board(s) may hear submissions from any other person or organisations consulted on the draft plan.

9.22 The hearing of submissions will be concluded not later than two months after the closing date for submissions unless otherwise agreed by the parties.

9.23 The Director-General will prepare a summary of the submissions received on the draft plan and other opinion expressed following the process referred to in clause 9.44 and, not later than one month after the conclusion of the hearing of submissions, provide that summary to the Pare Hauraki collective cultural entity and the Conservation Board(s).

Revision of draft plan

9.24 After considering such submissions and opinion the Director-General will, in consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s) who heard the submissions, revise the draft plan and, not later than four months after the completion of the hearing of submissions, will send to the Pare Hauraki collective cultural entity and the Conservation Board(s) the revised draft plan.

9.25 On receipt of the revised draft plan:

9.25.1 the Pare Hauraki collective cultural entity and the Conservation Board(s) will consider the revised draft plan and the summary of submissions, and may, not later than four months after receiving those documents, request the Director-General to further revise the draft plan; and

9.25.2 if a request is made under clause 9.25.1, the Director-General will further revise the draft plan in accordance with the request from the Pare Hauraki

collective cultural entity and the Conservation Board(s), and will, not later than two months after receiving a request under clause 9.25.1, send to the Pare Hauraki collective cultural entity and the Conservation Board(s) the further revised draft plan.

Referral of plan to Conservation Authority and Minister

9.26 On receipt of the revised draft under clause 9.24 or if a request is made under clause 9.25.1, on receipt of the further revised draft plan, the Pare Hauraki collective cultural entity and the Conservation Board(s) will refer the draft plan and the summary of submissions to:

9.26.1 the New Zealand Conservation Authority (**Conservation Authority**) for comments on matters relating to the national public conservation interest; and

9.26.2 the Minister of Conservation for his or her comments.

9.27 The Conservation Authority and the Minister of Conservation will provide any comments on the draft plan to the Pare Hauraki collective cultural entity and the Conservation Board(s) not later than four months after receiving that draft plan for comment.

Approval of plan

9.28 After considering any comments received from the Conservation Authority and the Minister of Conservation under clause 9.27, the Pare Hauraki collective cultural entity and the Conservation Board(s) will:

9.28.1 not later than two months after receiving any comments from Conservation Authority and the Minister of Conservation, approve the draft plan; or

9.28.2 not later than two months after receiving any comments from Conservation Authority and the Minister of Conservation, refer any matter of disagreement in relation to the draft plan to the Conservation Authority for determination.

Referral to Conservation Authority in case of disagreement

9.29 Where the Pare Hauraki collective cultural entity and the Conservation Board(s) refer any matter of disagreement to the Conservation Authority under clause 9.28.2, the Pare Hauraki collective cultural entity and the Conservation Board(s) will also provide a written statement of the matters of disagreement and the reasons for such disagreement.

9.30 Not later than three months after referral to it, the Conservation Authority will make a recommendation on the matters of disagreement, and notify that recommendation to the Pare Hauraki collective cultural entity and the Conservation Board(s).

9.31 After receiving and considering the recommendation of the Conservation Authority under clause 9.30, the Pare Hauraki collective cultural entity and the Conservation Board will seek to resolve any matters of disagreement.

9.32 If the Pare Hauraki collective cultural entity and the Conservation Board(s) have not resolved any matters of disagreement within two months of receiving the recommendation from the Conservation Authority, the recommendation of the Conservation Authority will become binding on the Pare Hauraki collective cultural entity and the Conservation Board(s).

9.33 Where the Pare Hauraki collective cultural entity and the Conservation Board(s) have referred any matter of disagreement to the Conservation Authority under clause 9.29, the Pare Hauraki collective cultural entity and the Conservation Board(s) will approve the draft plan not later than four months after receiving the recommendation of the Conservation Authority under clause 9.30.

Mediation Process

9.34 At any time during the process set out in clauses 9.29 to 9.33, any of the Pare Hauraki collective cultural entity or the Conservation Board(s) or the Director-General may refer any matter of disagreement arising out of that process to a mediator.

9.35 Not later than three months after the settlement date, the Pare Hauraki collective cultural entity and the Conservation Board(s) will agree on a mediator to be used in the event of referral to mediation under clause 9.34, and the parties may agree to change the mediator from time to time.

9.36 Where a matter of disagreement arises, the relevant parties in dispute will seek to resolve that matter in a co-operative, open-minded and timely manner before resorting to the mediation process.

9.37 The following conditions will apply to such a mediation process:

9.37.1 where one of the Pare Hauraki collective cultural entity, the Conservation Board(s) or the Director-General considers that it is necessary to resort to the mediation process, that party will give notice in writing of that referral to the other parties;

9.37.2 all parties will participate in a mediation process in a co-operative, open-minded and timely manner;

9.37.3 in participating in a mediation the parties will have particular regard to the purpose of the plan redress provided under this collective redress deed and the conservation purpose for which the relevant areas are held;

9.37.4 where a matter of disagreement is referred to mediation, the mediation process must be completed not later than three months after the date upon which notice of referral is given under clause 9.37.1;

9.37.5 pending the resolution of any matter of disagreement, the parties will use their best endeavours to continue with the process for the preparation and approval of the plan;

9.37.6 the parties to the mediation process will bear their own costs in relation to the resolution of any matter of disagreement and the costs of the mediator (and associated costs) will be shared equally between the parties;

9.37.7 the period of time taken for a mediation process under this clause 9.37 will not be counted for the purposes of the timeframes specified for the preparation and approval of the plan; and

9.37.8 to avoid doubt, the period of time referred to in clause 9.37.4 will not exceed three months.

Reviews of the plan

9.38 The Director-General, after consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s), may at any time initiate a review of the plan or any part of the plan.

9.39 The Pare Hauraki collective cultural entity or the Conservation Board(s) may at any time request that the Director-General initiate a review of the plan or any part of the plan and the Director-General will consider that request in making a decision under clause 9.38.

9.40 Every review of the plan will be carried out and approved in accordance with the provisions of clauses 9.12 to 9.28, which will apply with any necessary modifications.

9.41 The following provisions will also apply in relation to reviews of the plan:

9.41.1 the plan will be reviewed as a whole by the Director-General not later than 10 years after the date of its approval; and

9.41.2 the Minister of Conservation may, after consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s), extend that period of review.

Amendments to the plan

9.42 The Director-General, after consultation with the Pare Hauraki collective cultural entity and the Conservation Board(s), may at any time initiate the amendment of the plan or any part of the plan.

9.43 Except as provided in clause 9.44, every amendment to the plan will be carried out in accordance with the provisions of clause 9.12 to 9.28, which will apply with any necessary modifications.

9.44 Where the proposed amendment is of such a nature that the Director-General, the Pare Hauraki collective cultural entity and the Conservation Board(s) consider that it will not materially affect the objectives or policies expressed in the plan or the public interest in the area concerned, then the Director-General, without the need for public notification, will send the proposal to the Pare Hauraki collective cultural entity and the Conservation Board(s) and it will be dealt with under clause 9.28, which will apply with any necessary modifications.

CONSERVATION MANAGEMENT STRATEGY

9.45 To avoid doubt:

9.45.1 clauses 9.4 to 9.6.1 apply to this section of the Pare Hauraki conservation framework; and

9.45.2 clause 9.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.

9.46 The Conservation Management Strategy for the Waikato 2014-2024 notes that:

9.46.1 the Pare Hauraki values and interests have not been incorporated; and

9.46.2 once the Pare Hauraki collective negotiations are completed: "amended text relating to Iwi values and interests, including any revised objectives, will be subject to public consultation".

9.47 Following the settlement date, there will be targeted review undertaken of the Waikato Conservation Management Strategy (**Waikato CMS review**) as it applies to the area shaded and edged red on the map in part 16 of the attachments.

Purpose of review

9.48 The purpose of the Waikato CMS review will be to:

9.48.1 ensure Pare Hauraki values and interests are identified and provided for, including to enable the exercise of kaitiakitanga over public conservation lands and waters; and

9.48.2 take into account any relevant matters contained in this collective redress deed.

Process for review

9.49 The process for the making of amendments to the Waikato CMS will be integrated with the process for the preparation and approval of the conservation management plan under clause 9.8 to 9.44 in the manner set out below.

9.50 The draft Waikato CMS amendments will be prepared at the same time and in the same manner as prescribed for the conservation management plan in clauses 9.13 and 9.14.

9.51 The draft Waikato CMS amendments will be notified at the same time and in the manner as prescribed for the conservation management plan in clauses 9.15 and 9.16.

9.52 Submissions may be made and opinion sought on the draft Waikato CMS amendments at the same time and in the same manner as prescribed for the conservation management plan in clauses 9.17 to 9.19.

9.53 Submissions will be heard on the draft Waikato CMS amendments at the same time and in the same manner as prescribed for the conservation management plan in clauses 9.20 to 9.22.

9.54 A summary of submissions will be prepared on the draft Waikato CMS amendments at the same time and in the same manner as prescribed for the conservation management plan in clause 9.23.

9.55 Revisions will be made to the draft Waikato CMS amendments at the same time and in the same manner as prescribed for the conservation management plan in clause 9.24.

9.56 Once the revisions are made to the draft Waikato CMS amendments under clause 9.24 the process set out in section 17F(k) to section 17F(p) of the Conservation Act 1987 will apply to the draft Waikato CMS amendments.

9.57 The review of the Waikato CMS will incorporate Pare Hauraki values and take into account any relevant matters in this deed.

9.58 To avoid doubt:

9.58.1 the Pare Hauraki collective redress legislation will be an Act for the purposes of section 17D(4)(a) of the Conservation Act 1987; and

9.58.2 once approved, the conservation management plan is a management plan for the purposes of section 17D(8) of the Conservation Act 1987.

DECISION MAKING FRAMEWORK

9.59 To avoid doubt:

9.59.1 clauses 9.4 to 9.6.1 apply to this section of the Pare Hauraki conservation framework; and

9.59.2 clause 9.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.

9.60 This section of the Pare Hauraki conservation framework applies to conservation decisions in the Conservation Framework Area.

9.61 To avoid doubt, the decision-making framework will apply to any concession applications under Part 3B of the Conservation Act 1987 that are initiated by the Iwi of Hauraki.

9.62 The Pare Hauraki collective cultural entity and the Director-General must, by the settlement date, discuss what will be reasonable timeframes for responses at various stages in the decision-making framework and in various scenarios.

9.63 The Pare Hauraki collective cultural entity and the Director-General must, by the settlement date, discuss and agree a schedule identifying:

9.63.1 any decisions that do not require the application of the decision-making framework; and

9.63.2 any decisions for which the decision-making framework may be modified, and the nature of that modification, including any decisions that need to be made at a national level.

9.64 The Pare Hauraki collective cultural entity and the Director-General may agree to review the schedule agreed under clause 9.63.

9.65 The decision-making framework involves the following stages:

9.65.1 **Stage One**: the Director-General will notify the Pare Hauraki collective cultural entity of the decision to be made and the timeframe for a response;

9.65.2 **Stage Two**: the Pare Hauraki collective cultural entity will, within the timeframe for response, notify the Director-General of:

(a) the nature and degree of the Pare Hauraki interest in the relevant decision; and

(b) the views of Pare Hauraki in relation to the relevant decision;

9.65.3 **Stage Three**: the Director-General will respond to the Pare Hauraki collective cultural entity confirming:

(a) the Director-General's understanding of the matters conveyed under clause 9.65.2;

(b) how the matters conveyed under clause 9.65.2 will be included in the decision-making process; and

(c) whether any immediately apparent issues arise out of the matters conveyed under clause 9.65.2;

9.65.4 **Stage Four**: the relevant decision maker will make the decision in accordance with the relevant conservation legislation, and in doing so will:

(a) consider the confirmation of the Director-General's understanding provided under clause 9.65.3, and any clarification or correction provided by the Pare Hauraki collective cultural entity in relation to that confirmation;

(b) explore whether, in making the decision, it is possible to reconcile any conflict between the interests and views of the Pare Hauraki collective cultural entity and any other considerations in the decision-making process;

(c) in making the decision, where a relevant interest is identified, give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:

(i) in a meaningful and transparent manner; and

(ii) in a manner commensurate with the nature and degree of the Pare Hauraki interest; and

(d) in complying with clause 9.65.4(c), where the Pare Hauraki interests in their taonga justify it, give a reasonable degree of preference to the Iwi interest;

9.65.5 **Stage Five**: the relevant decision maker will record in writing as part of a decision document:

(a) the nature and degree of the Pare Hauraki interest in the relevant decision as conveyed to the Director-General under clause 9.65.2(a);

(b) the views of the Pare Hauraki collective cultural entity in relation to the relevant decision as conveyed to the Director-General under clause 9.65.2(b); and

(c) how, in making that decision, the relevant decision maker complied with clauses 9.65.3 to 9.65.5(b); and

9.65.6 **Stage Six**: the relevant decision maker will communicate the decision to the Pare Hauraki collective cultural entity including the matters set out in clause 9.65.5.

9.66 The Pare Hauraki collective cultural entity and the Director-General will:

9.66.1 maintain open communication as to the effectiveness of the process set out in Stage One to Stage Six above; and

9.66.2 no later than two years after the settlement date, or as otherwise agreed between the Pare Hauraki collective cultural entity and the Director-General, jointly commence a review of the effectiveness of the process set out in Stage One to Stage Six above.

CUSTOMARY MATERIALS

9.67 To avoid doubt:

9.67.1 clauses 9.4 to 9.6.1 apply to this section of the Pare Hauraki conservation framework; and

9.67.2 clause 9.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.

9.68 The Pare Hauraki collective cultural entity and the Director-General will jointly prepare and agree a plan covering:

9.68.1 the customary take of flora material within conservation protected areas within the Conservation Framework Area; and

9.68.2 the possession of dead protected fauna that is found within that area

(**customary materials plan**).

9.69 The customary materials plan will:

9.69.1 provide a tikanga position on customary materials;

9.69.2 identify species of flora from which material may be taken and species of dead protected fauna that may be possessed;

9.69.3 identify areas for customary take of flora material within conservation protected areas;

9.69.4 identify permitted methods for and quantities of customary take of flora material within those areas;

9.69.5 identify parameters for the possession of dead protected fauna;

9.69.6 identify monitoring requirements;

9.69.7 include the following matters relating to relevant species:

(a) taxonomic status;

(b) threatened status or rarity;

(c) the current state of knowledge;

(d) whether the species is the subject of a species recovery plan; and

(e) other similar and relevant information; and

9.69.8 include any other matters relevant to the customary take of flora material or possession of dead protected fauna as agreed between the Pare Hauraki collective cultural entity and the Director-General.

9.70 The Pare Hauraki collective cultural entity and the Director-General will jointly prepare and agree the first customary materials plan no later than 12 months after the settlement date, or such later date as agreed between the Pare Hauraki collective cultural entity and the Director-General.

9.71 The Pare Hauraki collective cultural entity may issue an authorisation to a member of the Iwi of Hauraki to take flora materials or possess dead protected fauna:

9.71.1 in accordance with the customary materials plan; and

9.71.2 without the requirement for a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977 or Wildlife Act 1953.

9.72 The Pare Hauraki collective cultural entity and the Director-General will commence a review of the first agreed version of the customary materials plan not later than two years after the approval of the first plan, or at such later date as agreed between the Pare Hauraki cultural redress entity and the Director-General.

9.73 The Pare Hauraki collective cultural entity and the Director-General may commence subsequent reviews of the customary materials plan from time to time as agreed between the parties, but at intervals of not more than five years following the completion of the last review.

9.74 Where the Pare Hauraki collective cultural entity or the Director-General identify any conservation issue arising from or affecting the take of flora or possession of dead protected fauna pursuant to the customary materials plan:

9.74.1 the Pare Hauraki collective cultural entity and the Director-General will engage for the purposes of seeking to address that conservation issue; and

9.74.2 the Pare Hauraki collective cultural entity and the Director-General will endeavour to develop solutions to address that conservation issue, which may include:

(a) the Director-General considering restricting the granting of authorisations to persons not covered by the plan for the taking of flora materials or possession of dead protected fauna;

(b) the Pare Hauraki collective cultural entity considering restricting the granting of authorisations for the taking of flora materials or possession of dead protected fauna under the plan; and

(c) the Pare Hauraki collective cultural entity and the Director-General agreeing to amend the customary materials plan.

9.75 Where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the process set out in clause 9.74.2:

9.75.1 the Director-General may give notice to the Pare Hauraki collective cultural entity that any identified component of the customary materials plan is suspended; and

9.75.2 from the date set out in the notice under clause 9.75.1, clause 9.71.2 will not apply in respect of any component of the customary materials plan that has been suspended.

9.76 Where the Director-General takes action under clause 9.75, the Pare Hauraki collective cultural entity and the Director-General will continue to engage and will seek to resolve any conservation issue so that any suspension can be revoked by the Director-General as soon as is practicable.

9.77 For the purposes of clauses 9.67 to 9.76:

9.77.1 **conservation protected area** in relation to the customary take of flora material means an area above the line of mean high water springs that is:

(a) a conservation area under the Conservation Act 1987;

(b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or

(c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953;

9.77.2 **customary take** means the take and use of flora materials for customary purposes;

9.77.3 **dead protected fauna** means the dead body or any part of the dead body of any animal protected under the conservation legislation, but excludes marine mammals;

9.77.4 **flora material** means parts of plants taken in accordance with the customary materials plan; and

9.77.5 **flora** means any member of the plant whānau, and includes any alga, bacterium or fungus, and any plant, or seed or spore from any plant.

MARINE MAMMALS

9.78 The Iwi of Hauraki and the Crown acknowledge and agree that:

9.78.1 marine mammals are of significant spiritual, cultural and customary importance to the Iwi of Hauraki;

9.78.2 consistent with that significance, the Iwi of Hauraki are seeking the right to gather, use and possess materials for customary purposes, from dead marine mammals stranded in their rohe, without having to seek a permit or other authorisation under the Marine Mammals Protection Act 1978 or the Marine Mammals Protection Regulations 1992;

9.78.3 the Crown commits to providing for the right sought by the Iwi of Hauraki referred to in clause 9.78.2, but the Crown wishes to do so through policy and legislative review that will provide a nationally consistent approach;

9.78.4 the Crown intends to undertake a national review which considers, but will not necessarily be limited to:

(a) the management of marine mammal strandings and the involvement of iwi in strandings; and

(b) enabling iwi to gather, use and possess materials for customary purposes, from dead marine mammals without having to seek a permit or other authorisation under the Marine Mammals Protection Act 1978 or the Marine Mammals Protection Regulations 1992; and

9.78.5 if the proposed national review has not commenced within the two years after the settlement date, the Crown must engage with the Pare Hauraki collective cultural entity to discuss and agree how the Crown will provide for the right sought by the Iwi of Hauraki in clause 9.78.2.

9.79 Nothing in this deed or the Pare Hauraki collective redress legislation prevents the Pare Hauraki collective cultural entity from initiating proceedings in the Waitangi Tribunal in relation to the process referred to in clause 9.78.

WĀHI TAPU FRAMEWORK

9.80 To avoid doubt:

9.80.1 clauses 9.4 to 9.6.1 apply to this section of the Pare Hauraki conservation framework; and

9.80.2 clause 9.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.

Background

9.81 The parties have agreed to work together to develop a plan or plans for the management of wāhi tapu including, where appropriate, management by the iwi with customary interests.

9.82 The process set out below is intended to provide the basis for that planning approach, and to ensure that any plan is reflected in strategic and annual conservation planning documents.

9.83 To avoid doubt, a wāhi tapu management plan over any particular area may be entered into by either:

9.83.1 one or more individual iwi member of the Iwi of Hauraki; or

9.83.2 the Pare Hauraki collective cultural entity; and

9.83.3 in clauses 9.84 to 9.92, **Iwi of Hauraki** will have the meaning set out in clause 9.83.1 or 9.83.2 as the case may be.

Wāhi tapu framework

9.84 The Iwi of Hauraki may provide to the Director-General a description of the wāhi tapu on conservation land in the Conservation Framework Area, which may include, but is not limited to, a description of:

9.84.1 the general area;

9.84.2 the location of the wāhi tapu;

9.84.3 the nature of the wāhi tapu; and

9.84.4 the associated iwi and hapū kaitiaki.

9.85 The Iwi of Hauraki may give notice to the Director-General that a wāhi tapu management plan is to be entered into between those parties in relation to wāhi tapu identified under clause 9.84.

9.86 If the Iwi of Hauraki give notice under clause 9.85, the Iwi of Hauraki and the Director-General will discuss and agree a wāhi tapu management plan in relation to that wāhi tapu.

9.87 The wāhi tapu management plan agreed between the Iwi of Hauraki and the Director-General may:

9.87.1 include such details relating to wāhi tapu on conservation land as the parties consider appropriate; and

9.87.2 provide for the persons identified by the Iwi of Hauraki to undertake management activities on conservation land in relation to specified wāhi tapu.

9.88 Where in accordance with clause 9.86 a wāhi tapu management plan includes an agreement for persons authorised by the Iwi of Hauraki to undertake management activities:

9.88.1 the plan must specify the scope and duration of the work that may be undertaken; and

9.88.2 the plan will constitute lawful authority for the work specified in clause 9.88.1 to be undertaken, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.

9.89 A wāhi tapu management plan will be:

9.89.1 prepared in a manner agreed between Iwi and the Director-General and without undue formality;

9.89.2 reviewed at intervals to be agreed between those parties; and

9.89.3 made publicly available if the parties consider that appropriate.

9.90 The Conservation Management Strategy/Plan will:

9.90.1 refer to the wāhi tapu framework;

9.90.2 reflect the relationship between Iwi and wāhi tapu;

9.90.3 reflect the importance of the protection of wāhi tapu; and

9.90.4 acknowledge the role of the wāhi tapu management plan.

9.91 The discussion between the Iwi of Hauraki and the Director-General in relation to annual planning referred to in the relationship agreement will include a discussion of:

9.91.1 management activities in relation to wāhi tapu; and

9.91.2 any relevant wāhi tapu management plan.

9.92 Where the Iwi of Hauraki provide any information relating to wāhi tapu to the Director-General in confidence, the Director-General will respect that obligation of confidence to the extent that he or she is able to do under the relevant statutory frameworks.

CONSERVATION BOARDS

9.93 To avoid doubt:

9.93.1 clauses 9.4 to 9.6.1 apply to this section of the Pare Hauraki conservation framework; and

9.93.2 clause 9.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.

9.94 The Minister of Conservation must, on the nomination of the Pare Hauraki collective cultural entity, appoint one member to a Conservation Board covering all or a significant proportion of the Conservation Framework Area.

9.95 Where there is more than one Conservation Board covering a significant proportion of the Conservation Framework Area, the Minister of Conservation must:

9.95.1 appoint one member, on the nomination of the Pare Hauraki collective cultural entity, to the Board covering the most significant proportion the Conservation Framework Area; and

9.95.2 consider the appointment, on the nomination of the Pare Hauraki collective cultural entity, of one member to any other such Board.

9.96 In relation to the appointments referred to in clauses 9.94 and 9.95, the Minister of Conservation:

9.96.1 must only appoint a nominee of the Pare Hauraki collective cultural entity; but

9.96.2 may discuss a particular nomination with the Pare Hauraki collective cultural entity and, if necessary, seek a replacement nomination.

9.97 Clause 9.98 applies where any Conservation Board covers the Conservation Framework Area.

9.98 A Conservation Board to which clause 9.97 applies must acknowledge and provide for Pare Hauraki values and interests when exercising any function in the Conservation Framework Area under section 6M of the Conservation Act 1987, including to enable the exercise by Pare Hauraki of kaitiakitanga over public conservation lands and waters.

CAPABILITY BUILDING

9.99 To avoid doubt:

9.99.1 clauses 9.4 to 9.6.1 apply to this section of the Pare Hauraki conservation framework; and

9.99.2 clause 9.6.2 applies to this section of the Pare Hauraki conservation framework to the extent it is not already covered in this section.

9.100 The Director-General recognises the important role that the Iwi of Hauraki have in protecting the natural, historic, and cultural heritage in the Conservation Framework Area.

9.101 The Director-General recognises the Iwi of Hauraki as kaitiaki of their rohe. In order to assist this, the Iwi of Hauraki and the Department will work together to:

9.101.1 share skills and knowledge;

9.101.2 provide volunteer opportunities, training, and on-the-ground support for the Iwi of Hauraki;

9.101.3 develop conservation initiatives with schools and young people; and

9.101.4 develop new initiatives, with other agencies, to promote skill development and employment opportunities for the Iwi of Hauraki in natural resource management.

PARE HAURAKI AND DEPARTMENT OF CONSERVATION RELATIONSHIP AGREEMENT

9.102 The Crown, through the Department of Conservation, and the Iwi of Hauraki acknowledge and agree that –

9.102.1 effective relationships between the Iwi of Hauraki and the Department of Conservation are essential to support the other mechanisms in the deed; and

9.102.2 those relationships will evolve over time.

9.103 The Crown, through the Department of Conservation, and the Iwi of Hauraki acknowledge their shared commitment to building a strong, lasting and meaningful partnership with one another through the Pare Hauraki and Department of Conservation Relationship Agreement (set out at the end of this part) which the Crown and the Pare Hauraki collective cultural entity are to be treated as having entered into.

9.104 The Pare Hauraki and Department of Conservation Relationship Agreement may be reviewed and amended by agreement of the Minister of Conservation and the Iwi of Hauraki.

PARE HAURAKI COLLECTIVE REDRESS LEGISLATION

9.105 The Pare Hauraki collective redress legislation will, on the terms provided by subpart 5 of part 2 of the draft collective bill, give effect to this part 9.

PARE HAURAKI AND DEPARTMENT OF CONSERVATION

RELATIONSHIP AGREEMENT

This agreement marks an important milestone in the relationship between Te Papa Atawhai and the Iwi of Hauraki, and signifies the shared commitment to build a strong, lasting and meaningful partnership.

OUR VISION

An enduring partnership between the Iwi of Hauraki and Te Papa Atawhai that is founded on Te Tiriti o Waitangi / the Treaty of Waitangi, and aimed at enhancing the condition of the natural, historic, and cultural heritage of Hauraki.

CONTEXT

The Iwi of Hauraki and the Crown have entered into a collective redress deed to settle historical claims under Te Tiriti o Waitangi / the Treaty of Waitangi. The collective redress deed contains various mechanisms that will assist the ongoing partnership between the parties. It represents the first phase of an enduring relationship between the parties.

The conservation section in the collective redress deed establishes a framework for the co-governance, and related co-management, of natural resources and historical and cultural heritage. The co-governance provisions reflect the aspirations of the Iwi of Hauraki to have a meaningful role in influencing policies, not just as another group in the community, but in a way that is consistent with their mana whenua status and their partnership relationship with the Crown under Te Tiriti o Waitangi / the Treaty of Waitangi. The co-management provisions give effect to Iwi of Hauraki aspirations to share in managing natural resources and historical and cultural heritage in a way that supports kaitiakitanga and mana motuhake.

THE RELATIONSHIP

Te Papa Atawhai and the Iwi of Hauraki recognise that an enduring partnership is fundamental to achieving enhanced conservation of natural resources and historical and cultural heritage. It is also fundamental for the successful implementation of the collective redress deed between the Crown and the Iwi of Hauraki.

The Iwi of Hauraki and Te Papa Atawhai agree that the following principles will guide how they will work together with trust, respect and dignity in the governance and management of the region's natural, historic and cultural resources:

- It will be a dynamic and evolving relationship, with the aspiration that it will become deeper and richer over time;
- Building an enduring relationship requires time, as well as financial and human resources, and there will be an ongoing commitment to learn more about the interests, world views and values of the other;
- Planned approaches to communication will be adopted to minimise the risks of misunderstanding, with the key components of early engagement, consultation before decisions are made, and active listening;

- Decision-making processes are seen as opportunities to solve problems; and both partners will remain open to persuasion rather than committing to a particular position; and
- Decision-making processes respect and value different world views – including indigenous, scientific and practical.

ENGAGEMENT PROTOCOLS AND STRATEGIC OBJECTIVES

As soon as is practicable after the signing of this Relationship Agreement the parties will meet to agree long-term strategic objectives for the partnership.

Included in the strategic objectives will be consideration of how the Iwi of Hauraki and Te Papa Atawhai can co-operate and achieve shared conservation outcomes including in the areas of:

- marine conservation (including strandings of marine mammals);
- freshwater fisheries;
- management of taonga species and pest control;
- conservation advocacy; and
- provision of visitor information.

The Iwi of Hauraki and Te Papa Atawhai will meet, at senior levels, at least quarterly to discuss the implementation of the collective redress deed and Relationship Agreement, and the achievement of the long-term strategic objectives.

Te Papa Atawhai's annual business planning process determines its work priorities and commitments for the upcoming year. Te Papa Atawhai and the Iwi of Hauraki will meet at an early stage of this process each year to discuss how the collective redress deed, Relationship Agreement, wāhi tapu management plans and associated management activities and strategic objectives will be reflected in the annual programme, and to identify potential projects to be undertaken together.

REVIEW

This Relationship Agreement can be reviewed and amended by the mutual agreement of the Minister of Conservation and the Iwi of Hauraki.

10 CULTURAL REDRESS: KAIMAI-MAMAKU RANGE STATUTORY ACKNOWLEDGEMENT

10.1 The Pare Hauraki collective redress legislation will, on the terms provided by sections 48 to 59 of the draft collective bill, -

10.1.1 provide the Crown's acknowledgement of the statements by the Iwi of Hauraki of their particular spiritual, cultural, historical, and traditional association with the Kaimai Mamaku Range (as shown on deed plan OTS-100-304);

10.1.2 require relevant consent authorities, the Environment Court and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

10.1.3 require relevant consent authorities to forward to the Pare Hauraki collective cultural entity:

(a) summaries of resource consent applications within, adjacent to or directly affecting the statutory area; and

(b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

10.1.4 enable the Pare Hauraki collective cultural entity, each governance entity and any member of an Iwi of Hauraki, to cite the statutory acknowledgement as evidence of the association of Pare Hauraki with the statutory area.

10.2 The statement of association is in part 1 of the documents schedule.

11 CULTURAL REDRESS: TE REO REVITALISATION

11.1 The Crown, through all its relevant agencies, including Te Puni Kōkiri and the Ministry of Education, will support the Iwi of Hauraki in their efforts to revitalise their Te Reo through the development and implementation of a Pare Hauraki strategy for Te Reo revitalisation. The Crown support will include:

11.1.1 advice to the Iwi of Hauraki as they scope, develop, implement and monitor their Te Reo revitalisation strategy;

11.1.2 access to quantitative and qualitative research about the health of the Māori language generally, and among the Iwi of Hauraki in particular, and support to interpret and apply this research;

11.1.3 the ability to participate in consultation and other policy development processes undertaken by the Crown to develop Māori language policies, programmes and services;

11.1.4 the ability to apply for contestable funds for Māori language revitalisation administered by government agencies;

11.1.5 brokerage for the Iwi of Hauraki to engage with language planners and experts from other iwi and Māori language organisations to:

(a) discuss iwi language planning and revitalisations generally; and

(b) access advice about specific funding proposals and applications to government agencies and third-party funders;

11.1.6 a meeting between the Minister for Māori Development, the Minister of Education and the Pare Hauraki collective cultural entity in order to discuss the development of their Hauraki Te Reo revitalisation strategy, and its inter-relationship with relevant Crown agencies, and a further meeting to discuss the strategy's implementation, and its inter-relationship with relevant Crown agencies, once the strategy has been developed;

11.1.7 a payment of $3 million to be made to the Pare Hauraki collective cultural entity within 5 business days of the later of –

(a) the date of this deed; and

(b) the date on which the Crown receives notice that the Pare Hauraki collective cultural entity has been established.

11.2 For the avoidance of doubt, it is agreed that:

11.2.1 the Crown may engage with iwi and Māori language stakeholders about the scoping, development, investment in, implementation and monitoring of Māori language policies, programmes and services other than the Pare Hauraki strategy;

11.2.2 any application to Crown and its agencies by the Iwi of Hauraki will stand on its own merits;

11.2.3 the provision of any and all mainstream funding and programmes will continue to be available to the Iwi of Hauraki;

11.2.4 the Iwi of Hauraki may continue to seek other forms of funding or support from the Crown or third party organisations;

11.2.5 the Te Reo revitalisation payment of $3 million will not be used as a basis by any agency to refuse, discount or delay any future funding to the Iwi of Hauraki; and

11.2.6 the Iwi of Hauraki are not precluded from developing and seeking support, including funding, for iwi-specific Te Reo strategies.

11.3 The parties record that the Department of Internal Affairs and the Pare Hauraki collective cultural entity will enter into a Letter of Commitment relating to the care and management, access and use, and development and revitalisation of the Iwi of Hauraki Taonga, including Te Reo.

12 CULTURAL REDRESS: MINISTRY FOR PRIMARY INDUSTRIES FISHERIES AND RECOGNITION REDRESS

ADVISORY COMMITTEE

12.1 By or on the settlement date, the Minister who from time to time is responsible for Fisheries must appoint the Pare Hauraki collective cultural entity as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995.

12.2 The advisory committee may propose written advice to the Minister who from time to time is responsible for Fisheries covering any matter relating to the sustainable utilisation of fisheries resources managed under the Fisheries Act 1996 in any place within the area shown on the map in part 5 of the attachments.

FISHERIES RIGHT OF FIRST REFUSAL OVER QUOTA

12.3 The Crown agrees to grant to the Pare Hauraki collective cultural entity a right of first refusal to purchase certain quota as set out in the Fisheries RFR deed over quota.

DELIVERY BY THE CROWN OF A FISHERIES RFR DEED OVER QUOTA

12.4 The Crown must, by or on the settlement date, provide the Pare Hauraki collective cultural entity with two copies of a deed (the **Fisheries RFR deed over quota**) on the terms and conditions set out in part 4 of the documents schedule and signed by the Crown.

12.5 The Pare Hauraki collective cultural entity must sign both copies of the Fisheries RFR deed over quota and return one signed copy to the Crown by no later than 10 business days after the settlement date.

12.6 The Fisheries RFR deed over quota will:

12.6.1 relate to the Fisheries RFR area;

12.6.2 be in force for a period of 178 years from the settlement date; and

12.6.3 have effect from the settlement date as if it had been validly signed by the Crown and the Pare Hauraki collective cultural entity on that date.

12.7 The Crown and the Pare Hauraki collective cultural entity agree and acknowledge that nothing in this deed, or the Fisheries RFR deed over quota, requires the Crown to:

12.7.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;

12.7.2 introduce any applicable species (being the species referred to in Schedule 1 of the Fisheries RFR deed over quota) into the quota management system (as defined in the Fisheries RFR deed over quota);

12.7.3 offer for sale any applicable quota held by the Crown except in accordance with the terms of the Fisheries RFR deed over quota; or

12.7.4 the inclusion of any applicable species (being the species referred to in Schedule 1 of the Fisheries RFR deed over quota) in the quota management system may not result in any, or any significant, holdings by the Crown of applicable quota.

WITHDRAWAL FROM JOINT MANDATED IWI ORGANISATION

12.8 The Pare Hauraki collective redress legislation will, on the terms provided by section 16 of the draft collective bill, provide that despite section 20(5) of the Maori Fisheries Act 2004, an iwi of Hauraki may withdraw from its joint mandated iwi organisation, provided that the withdrawing group commences their process of withdrawal:

12.8.1 in accordance with the process provided for in section 20(2)(a) of the Maori Fisheries Act 2004; and

12.8.2 no later than one year after the settlement date.

12.9 For the purposes of clause 12.8, **iwi of Hauraki** has the meaning given to it in the definition of "iwi" in section 5 of the Maori Fisheries Act 2004.

MINISTRY FOR PRIMARY INDUSTRIES TO HAVE PARTICULAR REGARD TO THE STATEMENT OF PARE HAURAKI WORLD VIEW WHEN EXERCISING FUNCTIONS UNDER CERTAIN ACTS

12.10 The individual protocols between each Iwi of Hauraki and the Ministry for Primary Industries will require the Ministry to have particular regard to the Statement of Pare Hauraki World View when exercising functions under the Fisheries Act 1996, the Forests Act 1949 and the Biosecurity Act 1993.

13 CULTURAL REDRESS: OFFICIAL GEOGRAPHIC NAMES

13.1 The Pare Hauraki collective redress legislation will, from the settlement date, provide for each of the names listed in the third column to be the official geographic name for the features set out in columns 4 and 5.

No	Existing name[3]	Official geographic name	Location (NZ Topo 50 map and grid references)	Geographic feature type
1.	Bean Rocks	Bean Rocks / Kapetaua	BA32 633 220	Rocks
2.	Black Hill	Motukehu Hill	BC36 536 571	Hill
3.	Browns Island (Motukorea)	Browns Island / Motukōrea	BA32 690 223	Island
4.	Calf Island	Tūhuaiti / Calf Island	BA34 143 235	Island
5.	Cape Colville	Cape Colville / Te Wharekaiatua	AZ34 101 614	Headland
6.	Carina Rock	Orua te Rerei / Carina Rock	BA35 380 112	Rock
7.	Cow Island	Tūhuanui / Cow Island	BA34 143 240	Island
8.	Cuvier Island (Repanga)	Cuvier Island / Repanga	AZ35 484 640	Island
9.	Great Barrier Island (Aotea)	Aotea / Great Barrier Island	AY34 176 934	Island
10.	Great Mercury Island (Ahuahu)	Ahuahu / Great Mercury Island	BA35 507 436	Island
11.	Hapuakohe	Te Hapū-a-Kohe	BC34 103 499	Hill
12.	Hapuakohe Range	Te Hapū-a-Kohe Range	BC34 164 488 to BC34 075 691	Range
13.	Hikuai Stream	Hikuwai Stream	BB35 415 966 to BB35 489 941	Stream
14.	Horuhoru Rock (Gannet Rock)	Horuhoru Rock	BA33 938 336	Rock
15.	Hot Water Beach	Te Puia / Hot Water Beach	BA35 511 155 to BA35 516 139	Beach
16.	Kapowai River (recorded)	Kapowai River	BB35 420 986 to BA35 404 115	River
17.	Kauaeranga River	Waiwhakaurunga River	BB35 408 981 to BB34 260 855	River

[3] Official name or no existing official name.

18.	Kirita Bay	Kiritā Bay	BA34 155 171 to BA34 156 167	Bay
19.	Kirita Stream	Kiritā Stream	BA34 188 162 to BA34 159 168	Stream
20.	Motukahaua Island (Happy Jack Island)	Motukahaua Island	BA34 122 407	Island
21.	Motukakarikitahi Island (Rat Island)	Motukākārikitahi Island	BA34 189 291	Island
22.	Motukaramarama Island (Bush Island)	Motukāramarama Island	BA34 139 380	Island
23.	Motuoruhi Island (Goat Island)	Motuoruhi Island	BA34 145 311	Island
24.	Motupohukuo Island (Turkey Island)	Motupohukuo Island	BA34 198 317	Island
25.	Motupotaka (Black Rocks)	Motupōtaka Rocks	BA34 111 424	Rocks
26.	Moturua Island (Rabbit Island)	Moturua Island	BA34 138 360	Island
27.	Motuwi Island (Double Island)	Motuwī Island	BA34 417 383	Island
28.	Needle Rock	Needle Rock / Motutewha	BA36 540 308	Rock
29.	Nga Horo Island	Ngāhoro Island	BB36 740 045	Island
30.	Otautu Bay	Ō-Tautū-i-te-Rangi Bay	BA34 181 456 to BA34 188 452	Bay
31.	Otautu Point	Ō-Tautū-i-te-Rangi Point	BA34 181 455	Point
32.	Port Jackson	Muriwai / Port Jackson	AZ34 089 601 to AZ34 101 611	Bay
33.	Primrose Hill (local use)	Karanga Tūī	BC35 370 595	Hill
34.	Puatumaru Rock	Te Pū Taumaru Rock	BB34 236 924	Rock
35.	Pukeoraka	Te Puke-o-Rakamaomao	BB35 287 856	Hill
36.	Raeotepapa Stream	Kirituna Stream	BC35 359 526 to BC35 336 523	Stream
37.	Red Mercury Island (Whakau)	Whakaū / Red Mercury Island	BA36 622 429	Island
38.	Rotoroa Island	Rātōroa Island	BA33 960 235	Island
39.	Stony Stream	Pūkiore Stream	BB35 485 894 to BB35 474 933	Stream

40.	Table Mountain	Whakairi / Table Mountain	BB35 367 965	Hill
41.	Tapapakanga Stream	Te Tāpapakanga-o-Puku Stream	BB33 979 999 to BB33 012 055	Stream
42.	Tararu	Te Tararua o Hinetekakara	BB34 271 934	Hill
43.	Taumaharua	Taumaharua	BC35 402 613	Peak
44.	Te Aroha	Te Aroha-a-uta	BC35 423 424	Hill
45.	Thornton Bay	Te Wharau / Thornton Bay	BB34 243 952	Bay
46.	Tokatarea Rock	Te Toko-tarea-ō-Tautū-i-te-Rangi	BA34 179 455	Rock
47.	Union Hill (local use)	Motumanawa Hill	BC36 528 582	Hill
48.	Unnamed	Patutahi	BA32 641 178	Historic site
49.	Unnamed	Pukewā	BC35 517 584	Historic Site
50.	Unnamed	Te Pū Taumaru	BB34 236 922	Historic Site
51.	Waiotahi Stream	Waiotahe Stream	BB34 268 895 to BB34 255 877	Stream
52.	Warahoe Stream	Wharahoe Stream	BB35 343 828 to BB34 279 794	Stream

13.2 The Pare Hauraki collective redress legislation will provide for the official geographic names, on the terms provided by sections 60 to 63 of the draft collective bill.

13.3 The legislation giving effect to the deed of settlement of historical Te Tiriti o Waitangi / the Treaty of Waitangi claims between Ngāti Rehua-Ngātiwai ki Aotea and the Crown will provide for an Aotea / Great Barrier Island name change if it comes into force before the Pare Hauraki collective redress legislation.

14 CULTURAL REDRESS EXCLUSIVITY

14.1 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, a settlement that provides for the same or similar cultural redress.

14.2 However, the Crown must not enter into a settlement that provides for the vesting of the Moehau Tupuna Maunga or Te Aroha Tupuna Maunga.

15 CULTURAL REDRESS: LETTER OF INTRODUCTION

15.1 The Minister for Treaty of Waitangi Negotiations must, no later than three months after the settlement date, write the letter set out in part 5 of the documents schedule to the Minister of Finance and the Minister of Land Information, as the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales.

16 COMMERCIAL REDRESS: PROPERTIES

FINANCIAL REDRESS TO IWI OF HAURAKI

16.1 The Crown has offered the Iwi of Hauraki financial redress in the sum of $100,000,000 for the settlement of historical claims in the Pare Hauraki redress area.

16.2 Each Iwi of Hauraki will receive its financial redress through its own deed of settlement.

PROPERTIES TO BE TRANSFERRED

16.3 The following properties, more particularly described in parts 3 to 5 of the property redress schedule, are to be transferred:

16.3.1 the licensed land, being the following forest lands:

(a) Hauraki Athenree Forest:

(b) Hauraki Waihou Forest:

(c) Kauaeranga:

(d) Tairua:

(e) Whangamata:

(f) Whangapoua:

16.3.2 the early release commercial redress properties:

16.3.3 the commercial redress properties.

EARLY RELEASE COMMERCIAL REDRESS PROPERTIES

16.4 Within 70 business days after the later of the date of this deed and the date on which the Pare Hauraki collective commercial entity is established, the early release commercial redress properties are to be transferred by the Crown to the Pare Hauraki collective commercial entity in accordance with part 8 of the property redress schedule and on the early release commercial redress property transfer terms, which must contain terms to give effect to part 8 of the property redress schedule and otherwise be on substantially the same terms as part 9 of the property redress schedule.

COMMERCIAL REDRESS PROPERTIES

16.5 Each commercial redress property is to be –

16.5.1 transferred by the Crown to the Pare Hauraki collective commercial entity on the settlement date -

(a) without any consideration; and

(b) on the terms of transfer in part 9 of the property redress schedule; and

16.5.2 as described, and is to have the transfer value provided, in part 4 of the property redress schedule.

16.6 The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 4 of the property redress schedule in relation to that property.

SUBSEQUENT TRANSFER BY PARE HAURAKI COLLECTIVE COMMERCIAL ENTITY OF EARLY RELEASE COMMERCIAL REDRESS PROPERTIES AND COMMERCIAL REDRESS PROPERTIES TO IWI OF HAURAKI

16.7 The Crown acknowledges and the parties agree that the Pare Hauraki collective commercial entity must transfer each early release commercial redress property and each commercial redress property in respect of which the relevant Iwi of Hauraki are specified in tables 1 and 2 below, to the governance entity of that iwi, within 70 business days after the transfer by the Crown to the Pare Hauraki collective commercial entity.

16.8 Where more than one iwi is specified next to a property in tables 1 and 2, the property will be transferred by the Pare Hauraki collective commercial entity to the governance entities of the specified iwi in undivided equal shares as tenants in common, unless otherwise agreed between the relevant parties.

16.9 If an iwi has not:

16.9.1 signed or acceded to this deed; or

16.9.2 established a governance entity,

within the period of 40 business days after the later of:

16.9.3 the date of this deed; and

16.9.4 the date on which the Pare Hauraki collective commercial entity is established,

then the iwi will not receive the early release commercial redress property allocated to the iwi. In the case of a property in respect of which the iwi is one of two or more iwi referred to in column 3 of table 1 below, the share of the iwi will be allocated to each of the other iwi that has met all the criteria set out in clauses 16.9.1 and 16.9.2.

16.10 The Pare Hauraki collective commercial entity shall not derive any financial benefit from its holding of a property to be transferred in accordance with clauses 16.7 and 16.8, including from any increase in value of such a property or from any income relating to such a property.

TABLE 1: EARLY RELEASE COMMERCIAL REDRESS PROPERTIES			
No	**Address**	**Iwi of Hauraki**	**Agreed transfer value**
1	19 Buffalo Beach Road, Whitianga	Ngāti Hei	$1,877,167
2	22 Nicholas Avenue, Whitianga	Ngāti Hei	$206,500
3	603 MacKay Street, Thames	Ngāti Maru	$268,333
4	112 A & B Grafton Road, Thames	Ngāti Maru	$166,600
5	5 Kopu-Hikuai Road, Thames	Ngāti Maru	$81,900
6	19 Hayward Road, Ngatea	Ngāti Maru	$142,333
7	Mahuta Road North / Cross Road SH2, Mangatarata	Ngāti Maru	$15,633
8	Corner Stanley Avenue / Ritchie Street, Te Aroha	Ngāti Rāhiri Tumutumu	$1,222,667
9	8 Hanna Street, Te Aroha	Ngāti Rāhiri Tumutumu	$126,233
10	6 Albert Street, Mackaytown	Ngāti Tara Tokanui	$106,633
11	Sub Station Lane, Waikino	Ngāti Tara Tokanui	$4,200
12	119 Whangapoua Road, Coromandel	Te Patukirikiri	$221,433
13	40 Kerepehi Town Road, Kerepehi	i. Hako ii. Ngaati Whanaunga	$39,667
14	2 Church Road / North Road, Mangatarata	i. Hako ii. Ngāti Maru	$259,000
15	1857 Kopu-Hikuai Road (SH25A), Thames	i. Ngāti Hei ii. Ngāti Maru	$20,767
16	465 - 475 Stanley Road South, Te Aroha	i. Ngāti Maru ii. Ngāti Rāhiri Tumutumu	$267,167

17	Corner Orchard East Road / SH2, Ngatea	i. Ngāti Maru ii. Ngāti Tamaterā	$133,700
18	607 MacKay Street, Thames	i. Ngāti Maru ii. Ngaati Whanaunga	$187,133
19	609 MacKay Street, Thames	i. Ngāti Maru ii. Ngaati Whanaunga	$141,400
20	416 Brown Street, Thames	i. Ngāti Maru ii. Ngaati Whanaunga	$189,233
21	131 Karaka Road, Thames	i. Ngāti Maru ii. Ngaati Whanaunga	$215,367
22	28 Waimarei Avenue, Paeroa	i. Ngāti Tamaterā ii. Ngāti Tara Tokanui	$117,133
23	179 Normanby Road, Paeroa	i. Hako ii. Ngāti Tamaterā iii. Ngāti Tara Tokanui	$392,000
24	Seddon Avenue / Waitete Road / Orchard Road, Waihi	i. Hako ii. Ngāti Tamaterā iii. Ngāti Tara Tokanui	$469,000
25	105 Isabel Street, Whangamata	i. Hako ii. Ngāti Maru iii. Ngāti Tamaterā iv. Ngaati Whanaunga	$202,067
26	1-5 Toko Road, Whangamata	i. Hako ii. Ngāti Maru iii. Ngāti Tamaterā iv. Ngaati Whanaunga	$809,667
27	Feisst Road / Bell Road, Maramarua	i. Ngāti Maru ii. Ngāti Paoa iii. Ngāti Tamaterā iv. Ngaati Whanaunga	$1,208,667
28	401 Achilles Avenue, Whangamata	i. Hako ii. Ngāti Maru iii. Ngāti Rāhiri Tumutumu iv. Ngāti Tamaterā v. Ngaati Whanaunga	$204,167

29	107 Ajax Road, Whangamata	i. Hako ii. Ngāti Maru iii. Ngāti Tamaterā iv. Ngāti Tara Tokanui v. Ngaati Whanaunga	$193,900

TABLE 2: COMMERCIAL REDRESS PROPERTIES

No	Address	Iwi of Hauraki	Agreed transfer values
30	Corner Coronation Street / Opukeko Road, Paeroa	Hako	$108,500
31	37 Burgess Street, Te Aroha	Ngāti Rāhiri Tumutumu	$57,167
32	24 Gordon Avenue, Te Aroha	Ngāti Rāhiri Tumutumu	$56,467
33	1 Terminus Street, Te Aroha	Ngāti Rāhiri Tumutumu	$80,500
34	6 Gordon Avenue, Te Aroha	Ngāti Tamaterā	$105,233
35	16 Gordon Avenue, Te Aroha	Ngāti Tamaterā	$44,333
36	150 Opoutere Road, Opoutere	Ngaati Whanaunga	$170,333
37	35 Stanley Avenue, Te Aroha	i. Ngāti Rāhiri Tumutumu ii. Ngāti Tamaterā	$141,633
38	440 Woodland Road, Katikati	Ngāti Maru	$9,333
39	132 Park Road, Katikati	Ngāti Tamaterā	$184,800
40	69 Broadway Road, Waihi Beach	i. Hako ii. Ngāti Tara Tokanui	$478,333
41	1679 State Highway 2, Athenree	i. Ngāti Tamaterā ii. Ngāti Tara Tokanui	$129,733

16.11 The parties agree that –

16.11.1 in respect of each property listed in tables 1 and 2 above, each agreed transfer value for that property set out in column 4 of each table will be deducted from the financial redress amount in respect of the historical Te Tiriti o Waitangi / the Treaty of Waitangi claims of each of the iwi listed in column 3 of each table through its individual comprehensive Treaty settlements; and

16.11.2 where more than one iwi is specified next to a property, the agreed transfer value will be allocated and deducted in equal amounts from the financial redress amounts in the specified iwi Treaty settlements, unless otherwise agreed between the relevant parties; and

16.11.3 accordingly, the amounts to be deducted in each specified iwi settlement are set out in the table below.

Iwi	Early release (On-account) amount	Commercial Redress Amount	Total
Hako	$768,880	$347,667	$1,116,547
Ngāti Hei	$2,094,051	-	$2,094,051
Ngāti Maru	$2,016,396	$9,333	$2,025,729
Ngāti Paoa	$302,167	-	$302,167
Ngāti Rāhiri Tumutumu	$1,523,317	$264,951	$1,788,268
Ngāti Tamaterā	$1,047,131	$470,049	$1,517,180
Ngāti Tara Tokanui	$495,180	$304,033	$799,213
Ngaati Whanaunga	$1,021,114	$170,333	$1,191,447
Te Patukirikiri	$221,433	-	$221,433

16.12 In respect of the early release commercial redress properties, clauses 16.7 to 16.11 are subject to part 8 of the property redress schedule.

LICENSED LAND

16.13 The Crown and the Pare Hauraki collective CFL land entity are to be treated as having entered into an agreement for the sale and purchase of the licensed land.

16.14 The agreement for sale and purchase under clause 16.13 is to be treated as –

16.14.1 providing that the Pare Hauraki collective CFL land entity must, on the settlement date pay to the Crown the transfer value of the licensed land, plus GST if any; and

16.14.2 providing that the terms of transfer in part 9 of the property redress schedule apply and, in particular, the Crown must, subject to the Pare Hauraki collective CFL land entity paying the amount payable under clause 16.14.1, transfer the licensed land on the settlement date on the basis set out in clause 16.19; and

16.14.3 providing that the amount payable under clause 16.14.1 is payable by–

(a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or

(b) another payment method agreed in writing by the Pare Hauraki collective CFL land entity and the Crown.

16.15 The transfer of the licensed land will be –

16.15.1 subject to, and where applicable with the benefit of, the encumbrances provided in part 5 of the property redress schedule in relation to that property; and

16.15.2 subject to the Pare Hauraki collective CFL land entity providing to the Crown before the registration of the transfer of the licensed land right of way easements in gross on the terms and conditions set out in "type A" in part 7.1 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 5 of the property redress schedule that refer to this clause 16.15.2; and

16.15.3 subject to the Crown providing to the Pare Hauraki collective CFL land entity before the registration of the transfer of the licensed land, right of way easements on the terms and conditions set out as "type B" in part 7.2 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 5 of the property redress schedule that refer to this clause 16.15.3; and

16.15.4 subject to the Pare Hauraki collective CFL land entity providing to the Crown before the registration of the transfer of the licensed land a right of way easement on the terms and conditions set out in "type C" in part 7.3 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 5 of the property redress schedule that refer to this clause 16.15.4; and

16.15.5 subject to the Crown providing to the Pare Hauraki collective CFL land entity before the registration of the transfer of the licensed land, a right of way easement on the terms and conditions set out in part 7.5 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to the descriptions of easements in the third column of part 5 of the property redress schedule that refers to part 7.5 of the documents schedule, but only if the easement is not first given effect to through the settlement of the historical Treaty claims of Ngāti Hei.

16.16 The parties record that separate arrangements will entitle the licensee under the Crown Forestry Licence to use the benefit of the easement referred to in clause 16.15.5 as "licensee" of the Pare Hauraki collective CFL land entity under the easement, subject to meeting all the associated costs.

16.17 The parties to the easements referred to in clause 16.15.2, 16.15.3 and 16.15.4 are bound by the easement terms from the settlement date.

16.18 The Pare Hauraki collective redress legislation will, on the terms provided by sections 198 to 203 of the draft collective bill, provide for the following in relation to the licensed land:

16.18.1 the licensed land to cease to be Crown forest land upon registration of the transfer:

16.18.2 the Pare Hauraki collective CFL land entity to be, from the settlement date, in relation to the licensed land –

(a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

(b) entitled to all rental proceeds since the commencement of the Crown forestry licence:

16.18.3 despite clause 11.4 of the Crown forestry rental trust deed, the Crown forestry rental trust to pay to Pare Hauraki collective CFL land entity –

(a) on the settlement date, all rental proceeds held on that date; and

(b) any further rental proceeds received after the settlement date, as soon as reasonably practicable after the Crown forestry rental trust receives those funds under the Crown forestry rental trust deed:

16.18.4 the Crown to give notice under section 17(4)(b) of the Crown Forests Assets Act 1989 terminating the Crown forestry licence in so far as it relates to the licensed land, at the expiry of the period determined under that section, as if –

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and

(b) the Waitangi Tribunal's recommendation became final on the settlement date:

16.18.5 the Pare Hauraki collective CFL land entity to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the TSP settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying:

16.18.6 for rights of access to areas that are wāhi tapu.

16.19 The Crown acknowledges that the ownership shares and transfer price allocation for the licensed land among the Iwi of Hauraki is shown in the table below:

Iwi	Ownership Share of Licensed Land	Transfer Price Allocation
Hako	9.0%	$2,348,352
Ngāi Tai ki Tāmaki	1.2%	$313,114
Ngāti Hei	8.5%	$2,217,888
Ngāti Maru	20.8%	$5,427,302
Ngāti Paoa	16.0%	$4,174,848
Ngāti Porou ki Hauraki	2.5%	$652,320
Ngāti Pūkenga	2.0%	$521,856
Ngāti Rāhiri Tumutumu	5.5%	$1,435,104
Ngāti Tamaterā	18.0%	$4,696,703
Ngāti Tara Tokanui	6.0%	$1,565,568
Ngaati Whanaunga	8.5%	$2,217,888
Te Patukirikiri	2.0%	$521,856
Total	**100%**	**$26,092,797**

16.20 The Crown also acknowledges that:

16.20.1 any rental proceeds payable under clause 16.18.3 that are in excess of the transfer value of the licensed land payable under clause 16.14.1 must be transferred by the Pare Hauraki collective CFL entity to the Iwi of Hauraki in the same proportions as shown in the second column of the above table no later than –

(a) 5 business days after the settlement, in respect of undisputed rental proceeds; and

(b) 5 business days after the rental dispute is resolved, in respect of any disputed rental proceeds; and

16.20.2 the New Zealand units associated with the licensed land must be allocated to the Pare Hauraki collective CFL land entity in the same proportions as shown in the second column of the above table; but

16.20.3 clauses 16.20.1 and 16.20.2 are subject to part 19 in the case of the two Iwi of Hauraki referred to in that part.

CLIMATE CHANGE

16.21 The parties record that, under the Climate Change Response Act 2002, the Pare Hauraki collective CFL land entity will have the right to apply for New Zealand units (as defined in that Act) associated with its ownership of the licensed land.

DEFERRED SELECTION PROPERTIES

16.22 The Pare Hauraki collective commercial entity may, during the deferred selection period (being five years from the settlement date), give the Crown a written notice of

interest in respect of each deferred selection property in accordance with paragraph 7.1 of the property redress schedule.

16.23 Part 7 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the Pare Hauraki collective commercial entity.

16.24 In respect of each of the following deferred selection properties, the Pare Hauraki collective commercial entity must grant a registrable conservation covenant immediately after its purchase:

16.24.1 Tairua Forest Conservation Area:

16.24.2 Kitahi Conservation Area:

16.24.3 Hikuai Conservation Area:

16.24.4 Kitahi Conservation Area Site B:

16.24.5 Mangarehu Stream Conservation Area:

16.24.6 Oteao Stream Conservation Area.

16.25 Each conservation covenant referred to in clause 16.24 is to be on the terms set out in part 8 of the documents schedule.

16.26 The Pare Hauraki collective redress legislation will, on the terms provided by –

16.26.1 section 191(2) of the draft collective bill, provide that a deferred selection property that becomes a purchased deferred selection property ceases to be a conservation area under the Conservation Act 1987; and

16.26.2 section 192 of the draft collective bill, provide that, if the deferred selection property described as Waihou River Conservation Area in part 6 of the property redress schedule becomes a purchased deferred selection property, –

(a) it continues to be a soil conservation reserve subject to the Soil Conservation and Rivers Control Act 1941 under the control and management of the Waikato Regional Council; and

(b) it must not be alienated for so long as it remains a soil conservation reserve; and

(c) the Minister for the Environment may by notice in the *Gazette* declare that all or part of the land is no longer a soil conservation reserve subject to the Soil Conservation and Rivers Control Act 1941; and

16.26.3 section 195 of the draft collective bill, provides that, if a deferred selection property referred to in clause 16.27 becomes a deferred selection property, its transfer to the Pare Hauraki collective commercial entity does not affect the powers and responsibilities of the Waikato Regional Council under the Soil Conservation and Rivers Control Act 1941 to maintain, access, repair, or construct, without charge to the Council, flood protection assets.

16.27 The deferred selection properties referred to in clause 16.26.3 are the properties described in part 6 of the property redress schedule as –

16.27.1 Piako River Conservation Area; and

16.27.2 Patetonga (Flax Mill Road) Conservation Area.

16.28 The Pare Hauraki collective redress legislation will, on the terms provided by section 196 of the draft collective bill, provide that –

16.28.1 each of the following properties ceases to be land to which Schedule 4 of the Crown Minerals Act 1991 applies by virtue of clause 11 of the schedule:

(a) Kitahi Conservation Area Site B:

(b) Oteao Stream Conservation Area:

(c) Mangarehu Stream Conservation Area:

(d) Waiwawa River Conservation Area:

(e) Huruhurutakimo Stream Conservation Area; and

16.28.2 to the extent relevant, section 61(1A) and (2) of the Crown Minerals Act 1991 (except subsection (db)) applies to each of the properties specified in clause 16.28.1; and

16.28.3 for the purposes of clause 16.28.2 reference to –

(a) a Minister or Ministers or to the Crown (but not the reference to a Crown owned mineral) must be read as a reference to the Pare Hauraki collective commercial entity; and

(b) a Crown owned mineral must be read as including a reference to the minerals vested in the Pare Hauraki collective commercial entity by section 206 of the draft collective bill; and

16.28.4 clauses 16.28.1 to 16.28.3 do not apply if the Governor-General, by Order in Council declares a property specified in clause 16.5 is no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

PARE HAURAKI COLLECTIVE REDRESS LEGISLATION

16.29 The Pare Hauraki collective redress legislation will, on the terms provided by sections 184 to 203 of the draft collective bill, enable the transfer of the licensed land, the commercial redress properties, and the deferred selection properties.

RFR FROM THE CROWN

16.30 The Pare Hauraki collective commercial entity is to have a right of first refusal in relation to a disposal of:

16.30.1 the land listed in part 7 of the attachments as RFR land that, on the settlement date, –

(a) is vested in the Crown; or

(b) the fee simple for which is held by the Crown, Housing New Zealand Corporation, the University of Waikato, the Waikato District Health Board or Maritime New Zealand; and

16.30.2 that land which is within the RFR area that, on the settlement date, –

(a) is vested in the Crown; or

(b) is held in fee simple by the Crown; or

(c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revest in the Crown.

16.31 The land referred to in clause 16.30 does not include the land referred to in section 222(2) of the draft collective bill.

16.32 The right of first refusal is –

16.32.1 to be on the terms provided by sections 221 to 257 of the draft collective bill; and

16.32.2 in particular, to apply–

(a) for a term of 178 years from the settlement date; but

(b) only if the RFR land is not being disposed of in the circumstances referred to in section 224(2) of the draft collective bill.

RFR LAND THAT WAS A COMMERCIAL REDRESS PROPERTY UNDER IWI-SPECIFIC SETTLEMENT

16.33 The Crown acknowledges that, if the Pare Hauraki collective commercial entity receives a notice, as provided by section 225 of the draft collective bill, regarding any land that was a commercial redress property under a deed of settlement of historical Treaty claims of an Iwi of Hauraki, but has ceased to be because it is surplus to the land holding agency's requirements, clauses 16.34 and 16.35 apply.

16.34 The Pare Hauraki collective commercial entity will, as soon as practicable, provide the governance entity or entities of the Iwi of Hauraki (**relevant Hauraki governance entity**) that are party to a deed of settlement that previously included that commercial redress property with the notice referred to in clause 16.33 to enable the relevant Hauraki governance entity or entities to decide whether to direct the Pare Hauraki collective commercial entity to accept the offer for the property on behalf of the relevant Hauraki governance entity or entities as provided by section 228 of the draft collective bill.

16.35 If the Pare Hauraki collective commercial entity is directed to accept the offer for the property on behalf of the relevant Hauraki governance entity or entities, the Pare Hauraki collective commercial entity will accept the offer for the property on behalf of the relevant Hauraki governance entity or entities in accordance with section 228 of the draft collective bill.

ADDITIONAL PROVISIONS RELATING TO HOUSING NEW ZEALAND RFR LAND

16.36 The Crown acknowledges that, if the Pare Hauraki collective commercial entity receives a notice, as provided by section 225 of the draft collective bill, to dispose of any Housing New Zealand RFR land specified in table 6 of part 7 of the attachments in respect of which an iwi is specified in the fourth column of that table, clauses 16.37 and 16.38 apply.

16.37 The Pare Hauraki collective commercial entity will, as soon as practicable, provide the governance entity of the iwi specified in the fourth column of table 6 of part 7 of the attachments in relation to the Housing New Zealand RFR land (**relevant governance entity**) with the notice referred to in clause 16.36, to enable the relevant governance entity to decide whether to direct the Pare Hauraki collective commercial entity to accept the offer for the Housing New Zealand RFR land on behalf of the relevant governance entity as provided by section 228 of the draft collective bill.

16.38 If the relevant governance entity directs the Pare Hauraki collective commercial entity to accept the offer for the Housing New Zealand RFR land on behalf of the relevant governance entity, the Pare Hauraki collective commercial entity will accept the offer for the Housing New Zealand RFR land on behalf of the relevant governance entity in accordance with section 228 of the draft collective bill.

16.39 If more than one relevant governance entity gives a direction, any dispute is a matter for each government entity and the Pare Hauraki collective commercial entity to resolve, and has no effect on the operation of the RFR.

ADDITIONAL PROVISIONS RELATING TO KING FAMILY RFR LAND

16.40 The Pare Hauraki collective commercial entity is to have a first right to purchase the King Family RFR property specified in table 1 of part 7 of the attachments in the circumstances set out in sections 230 and 231 of the draft collective bill.

LAND REQUIRED FOR COMPREHENSIVE SETTLEMENTS

16.41 The Iwi of Hauraki record their agreement that the RFR is not to apply to any land (including a cultural redress property or land used for commercial redress) that is required for the settling of historical claims under Te Tiriti o Waitangi / the Treaty of Waitangi, being those relating to acts or omissions of the Crown before 21 September 1991.

16.42 To give effect to that agreement, the Pare Hauraki collective redress legislation will, as provided by section 223 of the draft collective bill, provide for the removal of any land (except the King Family RFR property) from the RFR regime required for another Treaty settlement.

RFR LAND THAT WAS DSP UNDER IWI-SPECIFIC SETTLEMENT

16.43 The Crown acknowledges that, if the Pare Hauraki collective commercial entity receives a notice, as provided by section 225 of the draft collective bill, regarding any land that was a deferred selection property under a deed of settlement of historical Treaty claims of an Iwi of Hauraki, but has ceased to be because it is surplus to the land holding agency's requirements, clauses 16.44 and 16.45 apply.

16.44 The Pare Hauraki collective commercial entity will, as soon as practicable, provide the governance entity or entities of the Iwi of Hauraki (**relevant DSP governance entity**) that previously had the right to acquire the property as a deferred selection property with the notice referred to in clause 16.43 to enable the relevant DSP governance entity or entities to decide whether to direct the Pare Hauraki collective commercial entity to accept the offer for the property on behalf of the relevant DSP governance entity or entities as provided by section 228 of the draft collective bill.

16.45 If the Pare Hauraki collective commercial entity is directed to accept the offer for the property on behalf of the relevant DSP governance entity or entities, the Pare Hauraki collective commercial entity will accept the offer for the property on behalf of the relevant DSP governance entity or entities in accordance with section 228 of the draft collective bill.

SECOND RIGHT OF REFUSAL

16.46 The Pare Hauraki collective commercial entity is to have a second right of refusal in relation to a sale of second right of refusal land, listed in part 8 of the attachments, that, on the settlement date, is owned by the Crown.

16.47 The second right of refusal is on the terms provided by sections 258 to 271 of the draft collective bill, which provide that –

16.47.1 the second right of refusal land must not be sold under section 11(3)(a) of the Waikato Raupatu Claims Settlement Act 1995 (**1995 Act**) to any other person without the land first being offered to the Pare Hauraki collective commercial entity; and

16.47.2 the terms of the offer must be equivalent to those set out in the offer made under section 11(1) of the 1995 Act in respect of which a contract for sale and purchase was not constituted; and

16.47.3 an offer is not required following a re-offer under section 11(4) of the 1995 Act.

STATE OWNED ENTERPRISES

16.48 The Crown is supportive of the Pare Hauraki collective commercial entity exploring arrangements on an independent and commercial basis, with State Owned Enterprises in the Pare Hauraki Collective Right of First Refusal area.

EXCHANGE OF LICENSED LAND AND COUNCIL LAND

16.49 The Pare Hauraki collective redress legislation will, on the terms provided by section 197 of the draft collective bill, direct the transfer by way of exchange, –

16.49.1 of the Council land (as defined in section 197(7) of the draft collective bill) from the Thames-Coromandel District Council to the Pare Hauraki collective CFL land entity; and

16.49.2 of the fire station land (as defined in section 197(7) of the draft collective bill) from the Pare Hauraki collective CFL land entity to the Thames-Coromandel District Council.

16.50 The Pare Hauraki collective CFL land entity must, as soon as reasonably practical after it has executed the deed of covenant under clause 18.7.1, enter into an agreement with the Thames-Coromandel District Council which will give effect to the transfer by way of exchange. A draft of the agreement is set out as part 10 of the documents schedule.

PARE HAURAKI STATEMENT IN RELATION TO THE TAURANGA RFR PROPERTIES

16.51 The Iwi of Hauraki and Tauranga Moana iwi undertook a process between 2012 and 2014 that resulted in agreement that each group would be allocated 17 specified Tauranga (Te Puna-Katikati) RFR properties in their respective Treaty settlements. Those agreements became the final Crown offers. The 17 Tauranga RFR properties allocated to the Tauranga Moana iwi were subsequently divided between Ngāi Te Rangi and Ngāti Ranginui.

16.52 In late 2016 and early 2017 (after the Pare Hauraki Collective Redress Deed was initialled by the parties), the Crown identified that 10 of the 17 Tauranga RFR properties allocated to the Iwi of Hauraki were mistakenly included by the Crown in the Deed to Amend the Ngāi Te Rangi Deed of Settlement dated 6 October 2014 and the

Deed to Amend the Ngāti Ranginui Deed of Settlement dated 26 September 2014. The Crown has apologised to the Iwi of Hauraki for its actions.

16.53 The consequence is that Ngāi Te Rangi and Ngāti Ranginui settlements collectively include 27 Tauranga RFR properties (rather than the agreed 17 properties), and this deed includes 6 Tauranga RFR properties (rather than the agreed 17 properties), noting that one property became unavailable for inclusion for technical reasons.

16.54 In March 2017, the Crown wrote to Ngāi Te Rangi and Ngāti Ranginui with 2 options:

16.54.1 amend the Ngāi Te Rangi and Ngāti Ranginui settlements to remove the 10 RFR properties that were allocated to the Iwi of Hauraki; or

16.54.2 if they did not agree to amend the settlements, the Crown would offer the Iwi of Hauraki 10 replacement RFR properties and 10 new RFR properties in the Te Puna-Katikati area.

16.55 Ngāi Te Rangi and Ngāti Ranginui did not agree to amend their settlements.

16.56 The Crown has offered 20 Tauranga RFR properties to the Iwi of Hauraki with various conditions. As at the date of this deed, the Iwi of Hauraki have not selected replacement properties on the basis that they consider the available replacements are inferior to the properties they were originally offered.

16.57 The Iwi of Hauraki consider that the Treaty settlement redress for the Iwi of Hauraki will not be complete until the 10 Tauranga RFR properties that were originally offered and are currently included in other Treaty settlements are included in this deed.

16.58 Clause 16.57 is a statement by the Iwi of Hauraki and does not bind the Crown. In particular it does not affect or derogate from –

16.58.1 clause 20.2 of this deed; or

16.58.2 the provisions in any deed of settlement of historical Treaty claims entered into with an Iwi of Hauraki; or

16.58.3 the Pare Hauraki collective redress legislation giving effect to that deed, including the full and final settlement of the historical Treaty claims of the Iwi of Hauraki, and the exclusion of the jurisdiction of any court, tribunal or other judicial body in relation to those claims.

16.59 For the avoidance of doubt, the Crown is not under a duty, under Te Tiriti o Waitangi / the Treaty of Waitangi or its principles, at common law or otherwise, to include the 10 Tauranga RFR properties in the right of first refusal granted under clause 16.30.

17 COMMERCIAL REDRESS: MINERALS

PREAMBLE

17.1 Mineral extraction, especially gold, is central to the history of Crown-Pare Hauraki relations and its harmful effects are still felt being felt in current times. Pākeha settlement in the Hauraki region was associated with the search for and exploitation of minerals, beginning with the discovery of gold near Coromandel Harbour in 1852.

17.2 The first minerals agreement between the Crown and Pare Hauraki rangatira was signed at Patapata in 1852, and involved gold mining at Kapanga. Subsequently, gold and other minerals were mined, on the basis that land would not be alienated, at Kauaeranga from 1866, Ōhinemuri from 1875, Te Aroha from 1880, and the east Coromandel Peninsula from Kuaotunu to Waihi from the late 1880s. Each of these transactions involved varying reactions from the Iwi of Hauraki, for example at Ōhinemuri.

17.3 The Waitangi Tribunal's Hauraki Report estimates that over 1,400 tonnes of gold and silver bullion was extracted from Hauraki in the period 1862-1952. The Iwi of Hauraki received an estimated £89,000 from mining cession agreements between 1867 and 1897 while the value of gold exported in the same period was worth approximately £7.8 million (representing around 1.1% for Pare Hauraki).

17.4 Some Pare Hauraki rangatira expressed a desire to derive income from the prospecting of gold in their rohe while continuing to retain control and ownership of those lands, others opposed mining on their lands altogether.

17.5 In the twentieth century, mining continued at Waihi. In 1940, the MacCormick commission recommended the Crown make an ex gratia payment to Pare Hauraki in recognition of the unequal nature of the mining agreements made in the nineteenth century. The Crown, however, neglected to implement this recommendation. The Crown also failed to return lands made available for mining and still in Māori ownership (but no longer used for mining purposes) to Māori. Mineral extraction remains a feature of the Hauraki region and the negative consequences for the Iwi of Hauraki continue to this day.

17.6 The extent of claims of breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles relating to minerals and mining is unique to Pare Hauraki. The Waitangi Tribunal devoted one third of the Hauraki Report to the Treaty issues arising from mining and the Coromandel goldfields. It found that nowhere else did Māori face the rapid expansion of so large a mining industry and nowhere else was so much Maori land affected. This had long-term impacts on the Iwi of Hauraki.

17.7 Over the generations, Hauraki rangatira persistently protested the alienation of mineral-bearing lands, the loss of wāhi tapu, environmental degradation including the deterioration of water quality and damage to waterways, declining revenues from mineral extraction, the loss of livelihood experienced by the iwi as a result of Crown actions, and the Crown's failure to honour minerals agreements. These form the foundation of the Pare Hauraki claims.

17.8 The Crown has acknowledged that at various times it breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles when acquiring gold-bearing land in Hauraki, and that it deprived iwi of their rangatiratanga over land subject to mining licences. As a consequence, Pare Hauraki saw little economic benefit from mineral extraction. The Iwi of Hauraki suffered significantly as a result of Crown Treaty breaches relating to minerals.

17.9 The Crown has also acknowledged that mineral extraction in Hauraki has resulted in ongoing environmental degradation, changes and pollution to lands, waterways (including contamination from heavy metals), and food sources, including modifications to the course of the Waihou and Ōhinemuri Rivers and their tributaries that drained resource-rich wetlands, destroyed wāhi tapu, and caused significant harm to Tīkapa Moana and its kaimoana resources.

17.10 This part of the deed contains redress provided to the Iwi of Hauraki in respect of minerals.

TRANSFER OF CERTAIN CROWN-OWNED MINERALS AND PAYMENT OF ROYALTIES

17.11 The Pare Hauraki collective redress legislation will provide, on the terms provided by subpart 4 of part 3 of the draft collective bill, that despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown) any Crown owned minerals in land vested in or transferred to any Pare Hauraki collective entity under this deed vest or transfer with, and form part of, the land, but that vesting or transfer does not limit section 10 of that Act (petroleum, gold, silver and uranium) or affect other existing lawful rights to subsurface minerals.

17.12 To avoid doubt, nothing in any item listed in the third column of the tables listed in parts 3 to 6 of the property redress schedule affects the vesting or transfer of Crown-owned minerals under clause 17.11.

17.13 Sections 210 to 219 of the draft collective bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 17.11 applies.

17.14 The Crown acknowledges, for the avoidance of doubt, that it has no property in any minerals existing in their natural condition in Māori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

INVOLVEMENT IN ANY REVIEW OF OWNERSHIP OF GOLD AND SILVER

17.15 If the Crown decides to initiate a review of the ownership of gold and silver (alone or as part of a wider review of all nationalised minerals), the Crown will:

17.15.1 involve representatives of Pare Hauraki in the review process;

17.15.2 include Ministerial engagement with representatives of Pare Hauraki;

17.15.3 recognise the importance of the Statement of Pare Hauraki World View and Programme for a Culture of Natural Resources Partnership and ensure it is taken into account in the review; and

17.15.4 acknowledge the unique history that the Iwi of Hauraki have with gold and silver.

RELATIONSHIP AGREEMENT WITH THE CROWN THROUGH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

17.16 The Crown through the Ministry of Business, Innovation and Employment and the Pare Hauraki collective cultural entity are to be treated as having entered into the relationship agreement set out in part 2 of the documents schedule.

17.17 A failure by the Crown or the Pare Hauraki collective cultural entity to comply with the relationship agreement is not a breach of this deed.

18 PARE HAURAKI COLLECTIVE REDRESS LEGISLATION, PARE HAURAKI COLLECTIVE ENTITIES, CONDITIONS, AND TERMINATION

PARE HAURAKI COLLECTIVE REDRESS LEGISLATION

18.1 The Crown must propose the draft collective bill for introduction to the House of Representatives to give effect to this deed.

18.2 The Pare Hauraki collective redress legislation must:

18.1.1 provide for all matters for which legislation is required to give effect to this deed; and

18.1.2 be agreed by the Iwi of Hauraki and the Crown.

18.3 The Iwi of Hauraki and Crown acknowledge that:

18.3.1 the draft collective bill must comply with relevant drafting conventions for a government bill; and

18.3.2 this deed contains significant features to the Iwi of Hauraki that must be given effect to through the draft collective bill.

18.4 The draft collective bill proposed for introduction to the House of Representatives may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki.

18.5 The Crown must not, after introduction to the House of Representatives, propose changes to the draft collective bill other than changes agreed in writing by the Pare Hauraki collective entities and the Crown.

18.6 The Iwi of Hauraki and the Pare Hauraki collective entities must support the passage through Parliament of the draft collective bill.

PARE HAURAKI COLLECTIVE ENTITIES

18.7 Despite clause 18.1, the Crown is not obliged to propose legislation for introduction to the House of Representatives until:

18.7.1 each Pare Hauraki collective entity has executed, and delivered to the Crown, the deed of covenant in the form set out in part 3 of the documents schedule; and

18.7.2 the Iwi of Hauraki have established the Pare Hauraki collective cultural entity by procuring the proper execution of a deed of trust in the form previously approved by the Crown; and

18.7.3 the Iwi of Hauraki have established the Pare Hauraki collective commercial entity and Pare Hauraki collective CFL land entity by procuring the proper execution of a limited partnership agreement for each of those entities in the form previously approved by the Crown; and

18.7.4 the Pare Hauraki collective commercial entity and the Pare Hauraki collective CFL land entity have been registered as limited partnerships under the Limited Partnerships Act 2008.

DEED CONDITIONAL

18.8 This deed is conditional on the Pare Hauraki collective redress legislation coming into force.

18.9 However, the following provisions of this deed are binding on its signing:

18.9.1 clauses 11.1.7, 16.4, 16.7 (to the extent it relates to an early release commercial redress property), 18.1 to 18.6 and 18.9 to 18.12:

18.9.2 parts 2 to 5 of the general matters schedule.

EFFECT OF THIS DEED

18.10 This deed –

18.10.1 is "without prejudice" until it becomes unconditional; and

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

18.11 Clause 18.10.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

18.12 The Crown, or the Pare Hauraki collective entities together, may terminate this deed, by notice to the other, if –

18.12.1 the Pare Hauraki collective redress legislation has not come into force within 36 months after the date of this deed; and

18.12.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

18.13 If this deed is terminated in accordance with its provisions –

18.13.1 it is at an end; and

18.13.2 subject to this clause, it does not give rise to any rights or obligations; and

18.13.3 it remains “without prejudice”.

19 ACCESSION

ACKNOWLEDGEMENTS

19.1 The Iwi of Hauraki and the Crown acknowledge and record:

19.1.1 that Ngāti Porou ki Hauraki and Ngāti Pūkenga have been part of the Iwi of Hauraki for the purposes of negotiating this deed;

19.1.2 Ngāti Porou ki Hauraki have initialled the draft of this deed but intend to seek ratification of it by their members at the same time as ratification of the deed of settlement of their historical claims against the Crown;

19.1.3 Ngāti Pūkenga have initialled the draft of this deed but have decided not to be a party to it at the date of this deed;

19.1.4 the strong desire of the Iwi of Hauraki for Ngāti Porou ki Hauraki and Ngāti Pūkenga to be parties to, and receive the benefits of, this deed;

19.1.5 that the Iwi of Hauraki are therefore fully supportive of Ngāti Porou ki Hauraki and Ngāti Pūkenga acceding to this deed;

19.1.6 Ngāti Porou ki Hauraki and Ngāti Pūkenga are referred to in this deed because each of them is an Iwi of Hauraki and in recognition of the parties' strong desire that the members of each of them will ratify this deed to the satisfaction of the Crown; and

19.1.7 Ngāti Porou ki Hauraki and Ngāti Pūkenga were advised of the content of clause 19.7 before the initialling of the draft of this deed.

REFERENCES TO NGĀTI POROU KI HAURAKI AND NGĀTI PŪKENGA

19.2 This deed is to be read as if the references to Ngāti Porou ki Hauraki and Ngāti Pūkenga (other than in this part) have no effect unless and until in respect of each of those iwi, the iwi has fulfilled the requirements in clause 19.3.

ACCESSION OF NGĀTI POROU KI HAURAKI AND NGĀTI PŪKENGA

19.3 Clauses 19.4 to 19.7 of this deed are to apply if:

19.3.1 the Crown is satisfied with –

(a) the number and percentage of members of the iwi that have ratified this deed; and

(b) the number and percentage of members of the iwi that have approved the collective governance entities receiving the redress; and

19.3.2 the named signatories have signed, on behalf of the iwi, a deed of accession in the form set out in part 9 of the documents schedule (**deed of accession**) binding the iwi to the deed as if the requirements in clause 19.3.1 had been fulfilled at the date of this deed.

GENERAL EFFECT OF DEED OF ACCESSION

19.4 With effect from the date of a deed of accession, the iwi signing that deed must be treated by the Crown and the Iwi of Hauraki as having been an original signatory to this deed as an Iwi of Hauraki.

SPECIFIC EFFECTS OF ACCESSION ON THIS DEED

19.5 With effect from the date of the deed of accession, clause 19.2 will have no effect.

19.6 For the avoidance of doubt, any change in the value of the licensed land from its transfer value as provided in this deed to the value of the ownership shares on accession does not change the percentage of ownership shares allocated to the iwi signing the deed of accession as set out in clause 16.19, and consequently nor does it change the allocation of rental proceeds of that iwi which forms part of the ownership share.

LIMITED ACCESSION

19.7 If, in respect of Ngāti Porou ki Hauraki and Ngāti Pūkenga, the actions in clause 19.3 are not completed by the fifth anniversary of the date of this deed, –

19.7.1 neither those iwi nor their governance entities has any rights in relation to the licensed land, or to accede to the Pare Hauraki collective CFL land entity; and

19.7.2 clauses 19.2 to 19.6 are to be interpreted accordingly.

SPECIFIC EFFECTS OF ACCESSION ON COLLECTIVE LEGISLATION

19.8 The Crown must propose to the House of Representatives such amendments to the draft collective bill or the Pare Hauraki collective redress legislation (as the case may be) as may be necessary to reflect the accession of the iwi to this deed.

20 EFFECT OF THIS DEED

20.1 This deed does not settle any of the historical claims of the Iwi of Hauraki.

20.2 This deed provides collective Treaty redress for historical claims in respect of the shared interests of the Iwi of Hauraki. The Iwi of Hauraki acknowledge that the redress under this deed will be part of each iwi-specific Treaty settlement.

21 TĪKAPA MOANA – TE TAI TAMAHINE / TE TAI TAMAWAHINE

21.1 Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine (and the harbours in those water bodies) are of great spiritual, cultural, customary, ancestral and historical significance to the Iwi of Hauraki.

21.2 The Iwi of Hauraki and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as that is to be developed in separate negotiations between the Crown and the Iwi of Hauraki.

21.3 The Iwi of Hauraki consider, but without in any way derogating from clause 21.10, negotiations with the Crown will not be complete until they receive cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.

21.4 The Crown recognises:

21.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and

21.4.2 the Iwi of Hauraki have long sought co-governance and integrated management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.

21.5 The Crown acknowledges that the aspirations of the Iwi of Hauraki for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine include co-governance with relevant agencies in order to:

21.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;

21.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and

21.5.3 facilitate the exercise by the Iwi of Hauraki of kaitiakitanga, rangatiratanga and tikanga manaakitanga.

21.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships the Iwi of Hauraki have with natural resources, and that the iwi have an important role in their care.

21.7 The Crown agrees to negotiate redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as soon as practicable, and will seek sustainable and durable arrangements involving the Iwi of Hauraki in the natural resource management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine that are based on Te Tiriti o Waitangi / the Treaty of Waitangi.

21.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Tīkapa Moana.

21.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi / the Treaty of Waitangi to negotiate redress for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine in good faith.

21.10 The Iwi of Hauraki are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 21.7.

22 TAURANGA MOANA

22.1 The Crown recognises the Iwi of Hauraki have interests in Tauranga Moana, particularly in Te Puna - Katikati.

22.2 The Iwi of Hauraki world view is the Iwi of Hauraki have interests within Tauranga Moana, which are of great spiritual, cultural, customary, ancestral and historical significance.

22.3 The Iwi of Hauraki and the Crown acknowledge and agree this deed does not:

22.3.1 provide for cultural redress in relation to Tauranga Moana as that is to be confirmed in separate negotiations; nor

22.3.2 prevent the development of cultural redress in relation to Tauranga Moana.

22.4 The Iwi of Hauraki consider the Hauraki Treaty settlements will not be complete until they receive cultural redress in relation to Tauranga Moana.

22.5 The Crown acknowledges the Hauraki Collective and the Tauranga Moana Iwi Collective have agreed to discuss through a tikanga-based process how Tauranga Moana is to be protected and enhanced.

22.6 The Crown acknowledges and agrees unless the Hauraki Collective and Tauranga Moana Iwi Collective reach an alternative agreement through a tikanga-based process, the Tauranga Moana Framework will be provided for in separate legislation to be introduced to the House of Representatives as soon as the following matters have been resolved to the satisfaction of TMIC, the Crown and the Hauraki Collective, and in accordance with the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:

22.6.1 whether a process is required, and, if so the nature of that process, for resolving the disagreements referred to in Part 1, paragraph 10.3 of the Appendix to Part 3 of the TMIC Legislative Matters Schedule;

22.6.2 how such legislation will provide for the participation of two or more iwi with recognised interests in Tauranga Moana through one seat on the Tauranga Moana Governance Group (as provided in Part 1, paragraph 1.1.5 of the Appendix to Part 3 of the TMIC legislative matters schedule); and

22.6.3 the scope of the area marked as ‘A’ on the Tauranga Moana Framework plan in the TMIC attachments.

22.7 When the Tauranga Moana Framework is enacted through standalone legislation the Crown:

22.7.1 affirms the right of the Iwi of Hauraki, on the basis of its recognised interests in Tauranga Moana, to participate through the seat described in clause 3.11.4(e) of the Legislative Matters Schedule of the Tauranga Moana Iwi Collective Deed will be preserved; and

22.7.2 notes the Waitangi Tribunal's statement that "there is prejudice to Hauraki iwi as a result of the inclusion of clause 10.3" of the Legislative Matters Schedule of the Tauranga Moana Iwi Collective Deed.

22.8 For the purposes of this part 22, **Hauraki Collective** means the body appointed to negotiate historical treaty settlements on behalf of the Iwi of Hauraki.

23 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

23.1 The general matters schedule includes provisions in relation to –

23.1.1 the Crown's tax indemnities in relation to redress; and

23.1.2 giving notice under this deed or deed document; and

23.1.3 amending this deed; and

23.1.4 other miscellaneous matters

IWI OF HAURAKI

23.2 In this deed, **Iwi of Hauraki** means –

(a) the collective group comprising the following iwi:

(i) Hako; and

(ii) Ngāi Tai ki Tāmaki; and

(iii) Ngāti Hei; and

(iv) Ngāti Maru; and

(v) Ngāti Paoa; and

(vi) Ngāti Porou ki Hauraki; and

(vii) Ngāti Pūkenga; and

(viii) Ngāti Rāhiri Tumutumu; and

(ix) Ngāti Tamaterā; and

(x) Ngāti Tara Tokanui; and

(xi) Ngaati Whanaunga; and

(xii) Te Patukirikiri; and

(b) includes the individuals who are members of one or more of the iwi listed in clause 23.2(a); and

(c) includes any whānau, hapū, or group to the extent that it is composed of those individuals; and

(d) where the context requires, means one or more of the iwi listed in clause 23.2(a) of this definition.

ADDITIONAL DEFINITIONS

23.3 The definitions in part 4 of the general matters schedule and in part 11 of the property redress schedule apply to this deed.

INTERPRETATION

23.4 The provisions in part 5 of the general matters schedule apply in the interpretation of this deed.

SIGNED as a deed on 2 August 2018

SIGNED for and on behalf
of **HAKO** by
the mandated signatories in the
presence of –

_____
Kenneth John Linstead

_____
Josephine Marama Anderson

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **NGĀI TAI KI TĀMAKI** by the mandated signatories in the presence of –

_____
James Brown

_____
Carmen Rosalina Aroha Kirkwood

_____
Lucy Ngarewarewa Steel

_____
Lawrence John Beamish

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf
of **NGĀTI HEI** by
the mandated signatories in the
presence of –

_____
Joseph John Francis Davis

_____
Peter Matai Johnston

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf
of **NGĀTI MARU** by
the mandated signatories in the
presence of –

_____
Walter Ngakoma Ngamane

_____
Paul Francis Majurey

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf
of **NGĀTI PAOA** by
the mandated signatories in the presence of –

_____
Anthony Dean Morehu Wilson

_____
Signature

_____
Name (please print)

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **NGĀTI POROU KI HAURAKI** by the mandated signatories in the presence of –

_____
Henry John Tamihere

_____
Frederick Hata Thwaites

_____
Rangitaupea Harrison

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **NGĀTI PŪKENGA** by the mandated signatories in the presence of –

_____
Harry Haerengarangi Mikaere

_____
Rahera Aroha Ohia QSM

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **NGĀTI RĀHIRI TUMUTUMU** by the mandated signatories in the presence of –

_____
Jill Lisa Taylor

_____
Nicola Scott

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **NGĀTI TAMATERĀ** by the mandated signatories in the presence of –

_____
Debra Liane Ngamane

_____
Terrence John McEnteer

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **NGĀTI TARA TOKANUI** by the mandated signatories in the presence of –

_____
Amelia Amy Tuihana Williams

_____
Russell Charles Karu

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **NGAATI WHANAUNGA** by the mandated signatories in the presence of –

_____
Tipa Shane Compain

_____
Nathan Charles Kennedy

_____
Michael Edward Baker

_____
Pongarauhine Bonita Renata

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **TE PATUKIRIKIRI** by the mandated signatories in the presence of –

_____
William Kapanga Peters

_____
David Condon Williams

WITNESS

_____

Name:

Occupation:

Address:

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

The Minister for Treaty of Waitangi Negotiations in the presence of –

_____
Hon Andrew James Little

WITNESS

_____

Name:

Occupation:

Address:

The Minister of Finance in relation to the tax indemnities in the presence of –

_____
Hon Grant Murray Robertson

WITNESS

_____

Name:

Occupation:

Address:

Members of the Iwi of Hauraki

Members of the Iwi of Hauraki

Members of the Iwi of Hauraki

Members of the Iwi of Hauraki

Members of the Iwi of Hauraki

Members of the Iwi of Hauraki

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