

TRUSTEES OF THE NGĀI TAI KI TĀMAKI TRUST
and
THE CROWN

THIRD DEED TO AMEND
NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

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THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

THIS DEED is made on the 28 day of June 2018

BETWEEN

TRUSTEES OF THE NGĀI TAI KI TĀMAKI TRUST

AND

THE CROWN

BACKGROUND

General

- A. On 7 November 2015, Ngāi Tai ki Tāmaki, the trustees of the Ngāi Tai ki Tāmaki Trust (“**trustees**”) and the Crown entered into a deed of settlement of historical claims (“**Deed of Settlement**”).
- B. On 27 June 2016, Ngāi Tai ki Tāmaki, the trustees and the Crown entered into a deed to amend the Deed of Settlement to record certain amendments relating to the payment of an on-account payment.
- C. On 28 July 2017, Ngāi Tai ki Tāmaki, the trustees and the Crown entered into a deed to amend the Deed of Settlement to record discrete amendments to the redress.
- D. The trustees and the Crown wish to enter into this deed to record further amendments to the Deed of Settlement in accordance with paragraph 5.1 of the general matters schedule to the Deed of Settlement.

IT IS AGREED as follows:

1 EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect when it is properly executed by the parties to it.

2 AMENDMENTS TO THE DEED OF SETTLEMENT

- 2.1 The Deed of Settlement:

- 2.1.1 is amended by making the amendments set out in schedule 1 to this deed; and

- 2.1.2 remains unchanged except to the extent provided by this deed.

3 DEFINITIONS AND INTERPRETATION

- 3.1 Unless the context otherwise requires:

- 3.1.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and

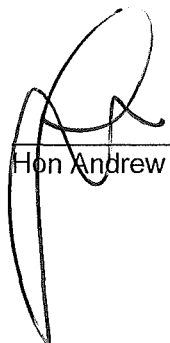
- 3.1.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

4 COUNTERPARTS

- 4.1 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

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



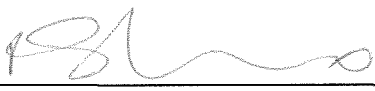
Name: Alexander Lyons
Occupation: Private Secretary
Address: Te Aro, Wellington

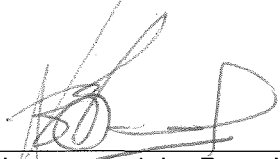
THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

SIGNED by the TRUSTEES OF THE
NGĀI TAI KI TĀMAKI TRUST
in the presence of –

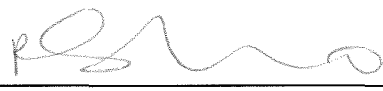

James Brown


WITNESS


Name: Renika Scitiano
Occupation: Lawyer
Address: Hamilton



Lawrence John Beamish

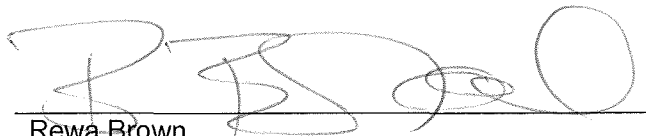
WITNESS


Name: Renika Scitiano
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Lucy Ngarewarewa Steel

WITNESS


Name: Renika Scitiano
Occupation: Lawyer
Address: Hamilton


Rewa Brown

WITNESS


Name: Renika Scitiano
Occupation: Lawyer
Address: Hamilton



SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
Deed of Settlement	
Part 4, clause 4.8.3(c)	Insert the following new clause immediately after clause 4.8.3(c), and renumber clause 4.8.3 accordingly: “(d) to the right-to-purchase property, on and from the date of its transfer under this deed; or”
Part 4, clause 4.8.4(c)	Replace “or the commercial redress property” with “the commercial property, or the right-to-purchase property”
Part 5, clause 5.1.19	Replace “right to park” with: “right of way and right to park vehicles”
Part 5, clause 5.21	Replace “responsible Minister” with “responsible Ministers”
Part 6, clause 6.2.3	Delete clause 6.2.3
Part 6, clause 6.3 to 6.5	Replace clauses 6.3 to 6.5 with: POTENTIAL RIGHT-TO-PURCHASE PROPERTY 6.3 If, once the Marutūāhu Iwi collective redress deed is signed by all parties to it, the potential right-to-purchase property is not a commercial redress property under the Marutūāhu Iwi collective redress deed, the Crown must, as soon as reasonably practicable after the date of that deed, – 6.3.1 offer by notice in writing to the trustees the potential right-to-purchase property –

THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

Current reference	Amendment
	<p>(a) as a right-to-purchase property under this deed;</p> <p>(b) at the transfer value of \$150,000; and</p> <p>6.3.2 provide to the trustees all material information that, to the best of the land holding agency's knowledge, is in the agency's records at the date of providing that information, including its encumbrances.</p> <p>6.4 If the trustees accept by notice in writing to the Crown an offer made by the Crown under clause 6.3.1 within 20 business days of the Crown making that offer, the potential right-to-purchase property –</p> <p>6.4.1 becomes the right-to-purchase property; and</p> <p>6.4.2 has the transfer value specified in the offer made by the Crown.</p> <p>6.5 The parties acknowledge and agree that –</p> <p>6.5.1 the trustees may not withdraw their acceptance under clause 6.4 of a Crown offer made under clause 6.3.1; and</p> <p>6.5.2 on the right-to-purchase property settlement date –</p> <p>(a) the Crown will transfer the fee simple estate in the right-to-purchase property to the trustees –</p> <p>(i) on the terms of transfer set out in part 8 of the property redress schedule; and</p> <p>(ii) as described in part 3A of the property redress schedule; and</p> <p>(b) the trustees must pay the Crown the transfer value of the right-to-purchase property (plus GST, if any) as specified in the Crown offer made under clause 6.3.1;</p> <p>6.5.3 the Crown's obligations under this deed in relation to the potential right-to-purchase property immediately cease if –</p> <p>(a) the Marutūāhu Iwi collective redress deed includes the potential right-to-purchase property as a</p>

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THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

Current reference	Amendment
	<p>commercial redress property; or</p> <p>(b) the trustees do not accept in accordance with clause 6.4 an offer of the property made by the Crown under clause 6.3.1; and</p> <p>6.5.4 in this deed, right-to-purchase property settlement date means the date that is 20 business days after the date the notice is given under clause 6.4.”</p>
Part 6, clause 6.7	Delete clause 6.7 and renumber the following clauses in part 6 and any consequential cross references to those clauses accordingly
Part 6, clause 6.25	<p>Replace clause 6.25 (now clause 6.24) with:</p> <p>“6.24 In this deed, Torpedo Bay property settlement date means the date that is 60 business days after the later of the settlement date and the Marutūāhu Iwi collective settlement date.”</p>
Part 6, clause 6.28.1(c)	<p>Insert the following new clause 6.27.1(d) immediately after clause 6.28.1(c) (now clause 6.27.1(c)), and renumber clause 6.28.1 accordingly:</p> <p>“(d) the right-to-purchase property, if it is transferred to the trustees; and”</p>
Part 6, clause 6.32.3	<p>Insert the following new clause 6.31.4 immediately after clause 6.32.3 (now clause 6.31.3):</p> <p>“6.31.4 the right-to-purchase property, if the requirements for the transfer of that property under this deed have been satisfied.”</p>
Part 7, clause 7.4.1	Insert “(except the Hūnua Falls property)” immediately after “cultural redress property”
Part 7, clause 7.4.3 and clause 7.4.4	Delete clauses 7.4.3 and 7.4.4

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Current reference	Amendment
Part 7, new clause 7.4A	<p>Insert the following new clause immediately after clause 7.4:</p> <p>“7.4A The Minister of Treaty of Waitangi Negotiations must give notice under clause 7.4 –</p> <p>7.4A.1 as soon as reasonably practicable after –</p> <ul style="list-style-type: none"> (a) an election notice has been given under paragraph 6.3 or 7.11 of the property redress schedule for each deferred selection property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed); (b) the notice referred to in clause 6.4 has been given for the right-to-purchase property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed); and (c) the property ceases to be a deferred selection property under clause 6.18.1 in relation to a leaseback subpart A deferred selection property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed); and <p>7.4A.2 before –</p> <ul style="list-style-type: none"> (a) the Torpedo Bay property settlement date for the commercial property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed); and (b) the settlement date under the Ngāti Koheriki settlement legislation for the Hūnua Falls property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed).”

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General matters schedule	
Part 3, paragraph 3.3.2(b)	<p>Insert the following new paragraph 3.3.2(c) immediately after paragraph 3.3.2(b) and renumber paragraph 3.3.2 accordingly:</p> <p>“(c) the right-to-purchase property.”</p>
Part 3, paragraph 3.4.4(c)	<p>Insert the following new paragraph 3.4.4(c) immediately after paragraph 3.4.4(b), and renumber paragraph 3.4.4 accordingly:</p> <p>“(c) the right-to-purchase property.”</p>
Part 4, paragraph 4.2	<p>Replace “or the commercial property” with “, the commercial property or the right-to-purchase property”</p>
Part 6, paragraph 6.1	<p>Replace the definition of “commercial redress property” with:</p> <p>“commercial redress property means each property described in part 3 of the property redress schedule, unless and until that property ceases to be a commercial redress property under clauses 6.10 and 6.11; and”</p>
Part 6, paragraph 6.1	<p>In the definition of “Crown redress”, replace paragraphs (b) to (d) with:</p> <p>“(b) includes the right of the trustees under the settlement documentation –</p> <ul style="list-style-type: none"> (i) to acquire a deferred selection property, including together with another or other persons; and (ii) to acquire, including with another or other persons, the commercial property; and (iii) to acquire the right-to-purchase property; and (iv) of first refusal in relation to RFR land; and <p>(c) includes any part of the Crown redress; and</p> <p>(d) does not include –</p> <ul style="list-style-type: none"> (i) an obligation of the Crown under the settlement documentation to transfer – <ul style="list-style-type: none"> i. a deferred selection property; or ii. the commercial property; or iii. the right-to-purchase property; or iv. RFR land; or (ii) a deferred selection property; or

	<p>(iii) the commercial property; and</p> <p>(iv) the right-to-purchase property; and</p> <p>(v) RFR land; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “historical claims”:</p> <p>“Hūnua Falls property means the cultural redress property described by that name in schedule 1 of the draft settlement bill; and”</p>
Part 6, paragraph 6.1	<p>In the definition of “land holding agency”, replace “or the commercial property” with “the commercial property or the right-to-purchase property” and immediately after the reference to “part 3”, insert “part 3A,”</p>
Part 6, paragraph 6.1	<p>Insert the following new definitions immediately after the definition of “Marutūāhu lwi collective redress deed”:</p> <p>“Marutūāhu lwi collective redress legislation means, if the bill proposed by the Crown for introduction to the House of Representatives giving effect to the Marutūāhu lwi collective redress deed is passed, the resulting Act; and</p> <p>Marutūāhu lwi collective settlement date means the date the Marutūāhu lwi collective redress legislation provides is the settlement date under that legislation; and”</p>
Part 6, paragraph 6.1	<p>Replace the definition of “potential commercial redress property” with:</p> <p>“potential right-to-purchase property means the property described in part 3A of the property redress schedule; and</p>
Part 6, paragraph 6.1	<p>In the definition of “settlement property”, insert the following new paragraph (e) immediately after paragraph (d):</p> <p>“(e) the right-to-purchase property; and”</p>
Part 6, paragraph 6.1	<p>Replace “responsible Minister” with “responsible Ministers”</p>

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Part 6, paragraph 6.1	<p>Insert the following new definitions immediately after the definition of "RFR land":</p> <p>"right-to-purchase property means the potential right-to-purchase property, if it becomes the right-to-purchase property under clause 6.4.1; and</p> <p>right-to-purchase property settlement date has the meaning given to it by clause 6.5.5; and"</p>
Part 6, paragraph 6.1	<p>In the definition of "transfer value", replace paragraph (b) with:</p> <p>"the right-to-purchase property, means the transfer value provided in clause 6.3.1(b); and"</p>
Property redress schedule	
Table of contents	<p>Insert the following immediately after "3 COMMERCIAL REDRESS PROPERTIES":</p> <p>"3A POTENTIAL RIGHT-TO-PURCHASE PROPERTY"</p>
Part 1, paragraph 1.1.2	<p>Replace "potential commercial redress property" with "potential right-to-purchase property"</p>
Part 1, paragraph 1.2.1(c)	<p>Insert the following new paragraph 1.2.1(c) immediately after paragraph 1.2.1(c):</p> <p>"(d) the right-to-purchase property, if purchased under this deed; and"</p>
Part 1, paragraph 1.7.1(a)	<p>Delete "(other than the potential commercial redress property)"</p>
Part 1, paragraph 1.7.1(b)	<p>Replace paragraph 1.7.1(b) with:</p> <p>"1.7.1(b) the potential right-to-purchase property, the date the trustees give notice to the Crown under clause 6.4 accepting the offer of the Crown to include the property as a right-to-purchase property; and"</p>
Part 3, subpart A	<p>Delete the header: "Subpart A: Commercial Redress Properties"</p>

THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

Part 3, subpart B	<p>Replace the header "Subpart B: Potential Commercial Redress property" with:</p> <p>"3A POTENTIAL RIGHT-TO-PURCHASE PROPERTY"</p>
Part 3, subpart B, "Interests" in relation to the Potential Right-to-purchase Property	<p>Replace "right to park to be signed by the trustees, as referred to in clause 6.5.2" in this column with:</p> <p>"right of way and right to park vehicles, in the form in part 11 of the documents schedule. To be created as part of the vesting of the cultural redress property known as Maungarei A."</p>
Part 8, paragraph 8.1.1(c)	<p>Insert the following new paragraph 8.1.1(d) immediately after paragraph 8.1.1(c):</p> <p>"(d) the right-to-purchase property; and</p>
Part 8, paragraph 8.1.2(d)	<p>Insert the following new paragraph 8.1.2(e) immediately after paragraph 8.1.2(d):</p> <p>"(e) the right-to-purchase property, the trustees; and"</p>
Part 8, paragraph 8.2.2(c)	<p>Replace paragraph 8.2.2(c) with:</p> <p>"(c) if the transfer property is the right-to-purchase property, the registrable easement that the trustees are required to provide to the Crown on or by the right-to-purchase property settlement date under clause 6.5.3; and"</p>
Part 8, paragraph 8.23.3	<p>Insert the following new paragraph 8.23.4 immediately after paragraph 8.23.3 and renumber paragraph 8.23 accordingly:</p> <p>"8.23.4 the right-to-purchase property; or"</p>
Part 8, paragraph 8.26	<p>Replace "or the commercial property" with "the commercial property or the right-to-purchase property"</p>
Part 8, paragraph 8.28.1	<p>Delete "(other than the potential commercial redress property)"</p>

THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

Part 8, paragraph 8.28.2	Replace paragraph 8.28.2 with: "in the case of the potential right-to-purchase property, the transfer value provided in clause 6.3.1(b); or"
Part 8, paragraph 8.42	Replace "or the commercial property if a transfer property" with "the commercial property if a transfer property or the right-to-purchase property"
Part 8, paragraph 8.44	Replace "or the commercial property if a transfer property" with "the commercial property if that property is a transfer property or the right-to-purchase property"
Part 8, paragraph 8.38.2	Insert the following immediately after "settlement date": ", or the Torpedo Bay property settlement date (if applicable)"
Part 8, paragraph 8.50	Insert the following immediately after "When the transferee gives": "a notice under clause 6.4 or"
Part 8, paragraph 8.50	Insert the following immediately after "DSP settlement date": "or the right-to-purchase property settlement date (as applicable)"
Part 8, paragraph 8.51	Replace paragraph 8.51 with: "If any of the information provided in the election to purchase notice or the notice given under clause 6.4 alters before the DSP settlement date or the right-to-purchase property settlement date (as applicable), the transferee must forthwith notify the Crown and warrants the correctness of that altered information."
Part 8, paragraph 8.52	Insert the following immediately after "at the DSP settlement date": "or the right of purchase property settlement date (as applicable)"
Part 9, paragraph 9.1	Replace "the potential commercial redress property" with "the potential right-to-purchase property"

THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

<p>Part 10, paragraph 10.2</p>	<p>In the definition of “transfer period”, delete “(other than the potential commercial redress property)” in paragraph (a) and replace paragraph (b) with:</p> <p>“(b) the right-to-purchase property, the period from the date the trustees accept under clause 6.4 the offer made by the Crown to include the property as a right-to-purchase property to its actual TSP settlement date; and”</p>
<p>Part 10, paragraph 10.2</p>	<p>In the definition of “TSP settlement date”, insert the following new paragraph (d):</p> <p>“(d) the right-to-purchase property, the right-to-purchase property settlement date; and”</p>
<p>Documents schedule</p>	
<p>Part 3</p>	<p>Replace that part of the primary industries protocol set out on pages 27 to 35 of part 3 with that part of the protocol set out in Schedule 2, and replace Appendix B of the protocol with Appendix B set out in Schedule 3</p>

SCHEDULE 2

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Ministry for Primary Industries
Manatū Ahu Matua



**THE PRIMARY INDUSTRIES PROTOCOL WITH
NGĀI TAI KI TĀMAKI**

Issued by

**the Minister of Agriculture, Minister for Biosecurity, Minister of
Fisheries, Minister for Food Safety and Minister of Forestry**

PART ONE - RELATIONSHIP

PURPOSE

1. The purpose of this Primary Industries Protocol (the "**Protocol**") is to set out how Ngāi Tai ki Tāmaki, the Minister of Agriculture, the Minister for Biosecurity, the Minister of Fisheries, the Minister for Food Safety and the Minister of Forestry (the "**Ministers**") and the Director-General of the Ministry for Primary Industries (the "**Director-General**") will establish and maintain a positive, co-operative and enduring relationship.

CONTEXT

2. The Protocol should be read in a manner that best furthers the purpose of the Ngāi Tai ki Tāmaki Deed of Settlement (the "**Deed of Settlement**").
3. The Protocol is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.

PRINCIPLES UNDERLYING THE PROTOCOL

4. The Ministry and Ngāi Tai ki Tāmaki are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
5. The parties recognise that to successfully implement the Protocol, the parties will need to work in partnership and in the spirit of collaboration.
6. The parties also acknowledge the principles below and their importance to successfully achieve the purpose of the Protocol. These relationship principles provide that the Ministry and Ngāi Tai ki Tāmaki will:
 - a. work in a spirit of co-operation;
 - b. ensure early engagement on issues of known mutual interest;
 - c. operate on a 'no surprises' approach;
 - d. acknowledge that the relationship is evolving, not prescribed;
 - e. respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - f. recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.
7. The Ministers and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāi Tai ki Tāmaki and the Ministry. The Protocol sets out how the Ministers, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the

Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.

8. The Ministry will 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.
9. The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāi Tai ki Tāmaki or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Ngāi Tai ki Tāmaki.

PART TWO - SCOPE AND INTERPRETATION

SCOPE

10. The Protocol applies to agriculture (agriculture includes animal welfare and horticulture), forestry, fisheries, biosecurity and food safety portfolios administered by the Ministry for Primary Industries (the "**Ministry**").
11. The Protocol does not cover processes regarding the allocation of aquaculture space, or the Treaty settlement processes established for assets held by the Ministry's Crown Forestry unit.
12. The Ministry is required to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
13. In addition to requirements of clause 8, the Statement of Pare Hauraki World View will be given particular regard through the programmes and processes set out in this protocol.
14. The Protocol applies to the Ngāi Tai ki Tāmaki area of interest as noted and described in the attached map (Attachment A).

DEFINITIONS AND INTERPRETATION

15. In the Protocol:
 - a. "**Protocol**" means a statement in writing, issued by the Crown through the Ministers to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;
 - b. "**Protocol Area**" means the land area as noted in the attached map at Attachment A, together with the adjacent waters;
 - c. "**Crown**" means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by, the terms of the Deed to participate in any aspect of the redress under the Deed;

- d. **"Fisheries Legislation"** means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996;
- e. **"Governance Entity"** and the **"trustees"** means the trustees of the Ngāi Tai ki Tāmaki Trust;
- f. **"iwi of Hauraki"** means the iwi referred to in clause 26 of this Protocol;
- g. **"Pare Hauraki Collective Redress Deed"** has the meaning given to it in the Deed of Settlement;
- h. the **"parties"** means the trustees of the Ngāi Tai ki Tāmaki Trust, the Minister of Agriculture, the Minister for Biosecurity, the Minister of Fisheries, the Minister for Food Safety, the Minister of Forestry (acting on behalf of the Crown), and the Director-General of the Ministry for Primary Industries (acting on behalf of the Ministry for Primary Industries); and
- i. **"Statement of Pare Hauraki Wold View"** means the statement set out in Part 4I. of the Pare Hauraki Collective Redress Deed.

TERMS OF ISSUE

- 16. The Protocol is issued pursuant to section [] of the [Ngāi Tai ki Tāmaki Claims Settlement Act [date]] (the **"Settlement Legislation"**) and clause 5.21 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

PART THREE - FISHERIES

- 17. The Minister of Fisheries and the Director-General of the Ministry have certain functions, powers and duties in terms of the Fisheries Legislation. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāi Tai ki Tāmaki and the Ministry.
- 18. The Protocol sets out how the Minister of Fisheries, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- 19. The Protocol must be read subject to the summary of the terms of issue set out in Appendix B.

INPUT INTO AND PARTICIPATION INTO THE MINISTRY'S NATIONAL FISHERIES PLANS

- 20. The Ministry's national fisheries plans will reflect the high level goals and outcomes for fisheries. The plans will guide annual identification of the measures (which may include catch limits, research, planning and compliance services) required to meet these goals and outcomes.
- 21. There are five National Fisheries Plans, which relate to:
 - a. inshore fisheries;

- b. shellfish;
 - c. freshwater fisheries;
 - d. highly migratory fisheries; and
 - e. deepwater fisheries.
22. The National Fisheries Plans are implemented through an Annual Review Report and Annual Operational Plan.
23. The Annual Review Report presents information on:
- a. the current status of fisheries relative to the performance measures recorded in the National Fisheries Plans; and
 - b. the extent of the delivery of previous and existing services and management actions.
24. The Annual Review Report is developed through engagement with tangata whenua about what future services are required to meet agreed objectives, address gaps in performance and meet tangata whenua interests, including research, compliance and special permits. The Ministry will engage with the parties to produce the Annual Review Report.
25. The Annual Operational Plan will record the future services agreed through the Annual Review Report process to be delivered to fisheries for the next financial year (1 July – 30 June). The demand for services is often greater than can be provided by the Ministry. The Ministry undertakes a prioritisation of proposed services to address competing interests.
26. The Ministry will provide for the input and participation of the twelve iwi of Hauraki– Ngai Tai ki Tāmaki, Ngāti Hei, Hako, Ngāti Maru, Ngāti Paoa, Ngāti Porou ki Hauraki, Ngāti Pukenga, Ngāti Tara Tokanui, Ngāti Rāhiri Tumutumu, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri– which includes Ngāi Tai ki Tāmaki into national fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and national fisheries planning.

IWI FORUM FISHERIES PLANS

27. The twelve iwi of Hauraki collectively will have input into the relevant forum fisheries plan. The plan will incorporate:
- a. the objectives of the iwi of Hauraki for the management of their customary, commercial, recreational, and environmental interests;
 - b. views of the iwi of Hauraki on what constitutes the exercise of kaitiakitanga within the Protocol Area;
 - c. how the iwi of Hauraki will participate in fisheries planning and management; and
 - d. how the customary, commercial, and recreational fishing interests of forum members will be managed in an integrated way.
28. The iwi of Hauraki, which includes Ngāi Tai ki Tāmaki, will have the opportunity to jointly develop an iwi fisheries plan that will inform the content of the relevant forum fisheries plan.

29. Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to forum plans interpretation of kaitiakitanga (see section 12(1)(b) of the Fisheries Act 1996).

MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

30. The Ministry, with available resources, undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- a. discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and
 - b. making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

RĀHUI

31. The Ministry recognises that rāhui is a traditional use and management practice of Ngāi Tai ki Tāmaki and supports their rights to place traditional rāhui over their customary fisheries.
32. The Ministry and the Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāi Tai ki Tāmaki over their customary fisheries, and also the reasons for the rāhui.
33. The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāi Tai ki Tāmaki over their customary fisheries, in a manner consistent with the understandings outlined in clause 33 of this Protocol.
34. As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāi Tai ki Tāmaki over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

PROVISION OF FISHERIES SERVICES AND RESEARCH

35. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
36. Ngāi Tai ki Tāmaki input and participation into Ministry fisheries services and research will occur through Ngāi Tai ki Tāmaki input and participation into the Ministry's national fisheries plans.



PART FOUR – STRATEGIC PARTNERSHIPS

INFORMATION SHARING AND COLLABORATION

37. The Governance Entity and the Ministry will use reasonable endeavours to exchange and share relevant information of mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and the general law.
38. For the purpose of carrying out its function, the Governance Entity may make a reasonable request of the Ministry to:
- a. provide information or advice to the Governance Entity requested by the Governance Entity, but only on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity; and/or
 - b. provide a Ministry representative to attend a meeting with the Governance Entity.
39. In respect of the above requests for information or advice:
- a. where reasonably practicable, the Ministry will provide the information or advice; and
 - b. in deciding whether it is reasonably practicable to provide the information or advice, the Ministry will have regard to any relevant consideration, including:
 - i. whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
 - ii. whether making the information available would contravene the provisions of an enactment; and
 - iii. the time and cost involved in researching, collating and providing the information or advice; and
 - iv. whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
40. In respect of requests for the Ministry to attend a meeting with the Governance Entity:
- a. only where reasonably practicable, the Ministry will comply with the request;
 - b. the Ministry will determine the appropriate representative to attend any meeting; and
 - c. in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
 - i. the number and frequency of such requests the management agency has received from the Governance Entity;
 - ii. the time and place of the meeting and the adequacy of notice given; and
 - iii. the time and cost involved in complying with the request.

JOINT WORK PROGRAMMES

41. If agreed to by both parties, the Ministry and the Governance Entity, will work together to develop and implement joint work programmes on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity.
42. The work programme/s must be beneficial to both parties, must align with the parties objectives and priorities relating to the primary sector, and be based on agreed-to terms of delivery.

PROVISION OF SERVICE AND RESEARCH RELATING TO AGRICULTURE, FORESTRY, FOOD SAFETY AND BIOSECURITY

43. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
44. Where the Ministry undertakes or contracts for services or research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or biosecurity, and where the Ministry considers it to have a direct impact on the Protocol Area, the Ministry will:
 - a. notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
 - b. where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
 - c. advise the Governance Entity of the provider it has chosen;
 - d. require any research provider to engage with the Governance Entity; and
 - e. provide the Governance Entity with the results of that research, as appropriate.

CONSULTATION

45. Where the Ministry is required to consult in relation to the Protocol, the principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
 - a. ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - b. providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - c. ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
 - d. ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation; and



- e. where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

PART FIVE – IMPLEMENTATION

MAINTAINING THE RELATIONSHIP

46. Each party will identify a senior representative to oversee the implementation of the Protocol. The senior representatives will be the key point of contact for any matters relating to the Protocol, and will be responsible for ensuring the outcomes and deliverables of the Protocol are monitored, and achieved.
47. Where elements of the Protocol may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outcomes of the Protocol.
48. Representatives of the parties will meet as required, and as agreed to by both parties.

ESCALATION OF MATTERS

49. If one party considers that there has been a breach of the Protocol then that party may give notice to the other that they are in dispute.
50. As soon as possible, upon receipt of the notice referred to in clause 49, the Ministry and the Governance Entity representative(s) will meet to work in good faith to resolve the issue.
51. If the dispute has not been resolved within 45 working days despite the process outlined in clauses 49 and 50 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

REVIEW AND AMENDMENT

52. The parties agree that this Protocol is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.
53. The parties may only vary this or terminate this Protocol by agreement in writing.

THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Agriculture

Signature

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Biosecurity

Signature

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Fisheries

Signature

WITNESS

Name:

Occupation:

Address:

THIRD DEED TO AMEND NGĀI TAI KI TĀMAKI DEED OF SETTLEMENT

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Food Safety

Signature

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Forestry

Signature

WITNESS

Name:

Occupation:

Address:

SCHEDULE 3



ATTACHMENT B: SUMMARY OF TERMS OF ISSUE

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

1. Amendment and cancellation

1.1 The Ministers may amend or cancel this Protocol, but only after consulting with the Governance Entity and having particular regard to its views (*section 88(3)*).

2. Noting

2.1 A summary of the terms of this Protocol must be noted in the fisheries plans affecting the Protocol Area, but the noting –

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (*section 91(2)*).

3. Limits

3.1 This Protocol does not –

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (*section 89(a)(ii)*); or

3.1.2 restrict the responsibilities of the Ministers or the Ministry or the legal rights of Ngāi Tai ki Tāmaki (*section 89(b) and (c)*); or

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under -

(a) the Fisheries Act 1996; or

(b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) the Maori Fisheries Act 2004 (*section 91(3)*).

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section 90(3)*).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (*clause 5.24*).