CONSERVATION RELATIONSHIP AGREEMENT BETWEEN THE CROWN ACTING BY THE MINISTER OF CONSERVATION AND DIRECTOR GENERAL OF CONSERVATION

TAPUIKA CLAIMS SETTLEMENT ACT 2014

RELATIONSHIP AGREEMENT

CONSERVATION RELATIONSHIP AGREEMENT

Te Kaitaka a Whakatauterangi

Agreed by

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

And

Tapuika, through the Tapuika Deed of Settlement

1. Purpose Of This Conservation Relationship Agreement

- 1.1 This Conservation Relationship Agreement ("Agreement") sets out how the Department of Conservation (the "Department") and the Tapuika Iwi Authority Trust will work together in fulfilling the agreed strategic objectives across the Tapuika Agreement Area. It is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Tapuika and the Department of Conservation.
- 1.2 The terms of the Tapuika Deed of Settlement apply to this Agreement and should be read as part of this Agreement.
- 1.3 This Agreement shall apply within the Tapuika rohe, referred to as the "Tapuika Agreement Area".

2. ROLES AND RESPONSIBILITIES

Joint Objectives

- 2.1 Tapuika, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the Tapuika Agreement Area, for present and future generations.
- Te Takapū o Tapuika was established by Tia the father of Tapuika prior to the landing of the Te Arawa waka at Maketu, through traditional tikanga practice of te taumau: "Mai i nga pae maunga ki te toropuke e tu kau mai ra ki te awa e rere mai ana, waiho te whenua ko Te Takapū o Taku tamaiti, a Tapuika" thus establishing Tapuika mana whenua, mana moana.

Tapuika relationship with the natural environment is part of the interconnected spiritual and ancestral association of people, place, history and identity. Tribal knowledge and traditional responsibilities of kaitiakitanga (guardianship) include the protection and sustainability of natural resources and mauri or life force. The overarching value of consistency is to ensure these taonga tuku iho o nga tupuna (treasures handed down for the ancestors) are available to future generations as captured in the whakatauaki (proverb)

"Kia whakamana te takapu o Tapuika, kia tu tika ai te oranga mo nga whakatupuranga kia puawai".

Minister, Director-General and Department of Conservation

2.3 The Department administers 24 Acts and has functions under a number of other Acts. Its functions include managing "for conservation purposes, all land, and all other partural and

historic resources" under the Conservation Legislation. This must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.

3. STRATEGIC COLLABORATION AND SPECIFIC PROJECTS

- 3.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship.
- Thereafter, the Governance Entity will meet with senior staff of the Department (including the relevant Director Conservation Partnerships and the relevant Conservation Partnerships Manager) within the Tapuika Agreement Area at least once a year. At these meetings, the parties will determine whether meetings involving senior managers of the Department and the Governance Entity are required on particular issues.
- The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine Tapuika's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with Conservatic Partnerships Managers. The relevant Conservation Partnerships Manager (s) and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to;
 - 3.3.1 discuss priorities and commitments for the new financial year;
 - 3.3.2 discuss timeframes for the development of annual work programmes; and
 - 3.3.3 identify potential specific projects to be undertaken together or separately which are consistent with the strategic objectives for the relationship.
- 3.4 If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 3.5 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
 - 3.5.1 any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Tapuika Agreement Area; and
 - 3.5.2 potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party).
- 3.6 Each year, the parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for the relationship.

Planning documents

The Department and the Governance Entity will meet to identify and seek to address issues affecting Tapuika at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Tapuika Agreement Area.

4. Freshwater Fisheries

- 4.1 Tapuika and the Department share aspirations for conservation of freshwater fisheries within the Tapuika Agreement Area.
- 4.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 4.3 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include: areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and the development or implementation of research and monitoring programmes.
- 4.4 The Department acknowledges that Tapuika has a customary interest in whitebait fisheries in the Tapuika Agreement Area and that section 26ZH of the Conservation Act 1987 permits the iwi members to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.
- 4.5 The Governance Entity and the Department will consult on guidelines to enable the Department to undertake its compliance and enforcement roles relating to whitebait fishing in the Tapuika Agreement Area.

5. MARINE MAMMALS

- All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department has responsibilities for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- The Department will advise Tapuika of marine mammal strandings within the Tapuika Agreement Area. A co-operative approach will be adopted between the Department and Tapuika to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform Tapuika before any decision is made to euthanase a marine mammal or gather scientific information.
- 5.3 Both the Department and Tapuika acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of the remains including their availability to Tapuika will depend on the species.
- In principle common dolphins (dolphus delphis), long finned pilot whales (globicephala melas), and sperm whales (physter macrocephalus) should be available to Tapuika for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the Department and Tapuika.

- Other species are either not commonly encountered in New Zealand waters or may frequently strand here but are rare elsewhere in the world. For these reasons both the Department and Tapuika agree their scientific value has first priority. In most instances bone from species referred to in clause 5.4 will be made available to Tapuika after autopsy if requested.
- 5.6 If Tapuika does not wish to recover bone or otherwise participate Tapuika will notify the Department whereupon the Department will take responsibility for disposing of the remains.
- 5.7 Subject to the prior agreement of the Director Conservation Partnerships, where disposal of a dead stranded marine mammal is carried out by Tapuika trained disposal teams the Department will meet the reasonable costs incurred up to the estimated costs which would otherwise be incurred by the Department to carry out the disposal.
- The Department and Tapuika will advise each other of authorised key contact people who will be available at short notice to consult on whether Tapuika wishes to be involved in a marine mammal stranding. The persons authorised by Tapuika will be authorised to make decisions on whether Tapuika will be involved in a marine mammal stranding.
- 5.9 The Department and Tapuika will discuss burial sites as part of the disposal process.
- 5.10 Where practicable the Department and Tapuika will develop a list of sites that may be used and a list of sites that may not be used for disposing of remains to meet health and safety requirements and avoid the possible violation of Tapuika tikanga.

6. STATUTORY AUTHORISATIONS

- 6.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Tapuika Agreement Area.
- As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and/or historic values of Tapuika. These categories will be reviewed on a continuing basis. In the identified categories the Department will advise and encourage all prospective applicants within the Tapuika Agreement Area to consult with the Governance Entity before filing their application. The Department will also consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Tapuik Agreement Area.
- As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in paragraph 3.2) of the time frames for providing advice on impacts on the cultural, spiritual and historic values of Tapuika.
- 6.4 Prior to issuing statutory authorisations to carry out activities on land managed by the Department within the Tapuika Agreement Area, the Department will encourage communication between the applicant of the statutory authorisation and Tapuika;
- 6.5 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
 - require the third parties to manage the land according to the standards of conservation best practice;
 - b. encourage third parties to consult with Tapuika before using cultural information of Tapuika

6.6 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for Tapuika to obtain statutory authorisations on public conservation land within the Tapuika Agreement Area, including concessions for cultural tours.

7. STATUTORY LAND MANAGEMENT

- 7.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the Tapuika Agreement Area. Tapuika has an ongoing interest in the range of statutory land management activities that are occurring within the Tapuika Agreement Area.
- 7.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect Tapuika cultural, spiritual, historic values and sites of significance, and where consultation is appropriate. This includes when: the Minister is considering vestings or management appointments for reserves held under the Reserves Act 1977; other management arrangements with third parties; changing reserve classifications; or land disposal.
- 7.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Tapuika site of significance, the Department will discuss with the Governance Entity whether Tapuika wishes to be given such a vesting or appointment subject to agreed conditions (if any).
- 7.4 The Department will work at the District level to provide for participation by the Governance Entity in conservation and management on marginal strips by:
 - a. discussing, on a case by case basis and where the adjoining land is owned or managed by Tapuika, the potential for the Governance Entity to be appointed to manage marginal strips within the Tapuika Agreement Area under section 24H of the Conservation Act 1987;
 - b. consulting with the Governance Entity where the Department is entering into arrangements with any third party that relate to the management of marginal strips within the Tapuika Agreement Area, where the adjoining land is owned by Tapuika or where sites of significance to Tapuika are located on, or affected by management or activities on, the marginal strip.

8. CULTURAL MATERIALS

8.1 The Department and the Governance Entity will develop and agree a Cultural Materials plan which will provide for the Governance Entity to enable Tapuika members to take and use plants and plant materials in accordance with the plan.

8.2 The plan will:

- 8.2.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Tapuika members to take Cultural Materials from public conservation land in the Tapuika Agreement Area to the extent permitted by the Conservation Legislation; and
- 8.2.2 identify sites, methods, conditions and quantities relating to the multi-site and multi-take permits set out in the plan.

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- 8.3 When the Department and Tapuika agree on the taking of Cultural Materials under the plan, the Department should issue the required authorisations to the Governance Entity as provided for in the plan.
- 8.4 Appropriate Department experts and Tapuika experts in mātauranga Māori will take part in developing the Cultural Materials Plan.
- The Governance Entity may propose that new species are included in the Cultural Materials Plan on an incremental basis and the Department will consult with Tapuika on the feasibility of the proposal.
- 8.6 The Department will consult with the Governance Entity to amend the Cultural Materials Plan:
 - 8.6.1 if an unforeseen event (such as a fire) takes place that affects sites included in the plan;
 - 8.6.2 if, through monitoring, it is found that the impacts of a harvest under the plan is having a significant negative impact on the values for which the conservation land is held; or
 - 8.6.3 if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).
- 8.7 The Cultural Materials Plan will be reviewed at least once every five years, but will continue to confer on the Governance Entity the ability to enable Tapuika members to gather plants and plant materials as contemplated in clause 8.2.
- 8.8 The Department will consult the Governance Entity before undertaking any activity which may affect the ability of Tapuika members to collect plants or plant materials under the plan.
- 8.9 The Department will:
 - 8.9.1 consult with the Governance Entity whenever there are requests from other persons to take plants and plant materials from the Tapuika Agreement Area;
 - 8.9.2 if requested by the Governance Entity, assist as far as reasonably practicable, Tapuika to obtain plants for propagation;
 - 8.9.3 provide, as far as reasonably practicable, ongoing advice to the Governance Entity on the establishment of its own cultivation areas, and managing and propagating plants; and
 - 8.9.4 waive any authorisation costs for plants or plant materials applications made by the Governance Entity.
- 8.10 The Department will, as far as reasonably practicable, provide the Governance Entity with access to Cultural Materials, which become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

9. SITES OF SIGNIFICANCE

9.1 Both parties recognise that there are wahi tapu and sites of significance to Tapuika on lands managed under Conservation Legislation.

- 9.2 The Department will work with the Governance Entity to respect Tapuika values, tikanga and Kaitiakitanga attached to wahi tapu and other places of significance that have been identified in accordance with clause 9.3 on lands administered by the Department within the Tapuika Agreement Area by:
 - discussing with Tapuika practical ways in which Tapuika can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Tapuika Agreement Area;
 - managing, in co-operation with Tapuika, sites of historic significance in to Tapuika according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;
 - c. informing Tapuika if koiwi or taonga tūturu are found within the Tapuika Agreement Area; and
 - d. assisting in recording and protecting wahi tapu and other places of cultural significance to Tapuika and seeking to ensure they are not desecrated or damaged.
- 9.3 The Parties will develop a process for advising one another of sites of significance and wähi tapu. Information relating to Tapuika sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity but subject to the Official Information Act 1981 and other relevant Acts.
- 9.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 9.3 above in the Tapuika Agreement Area.

10. Species And Habitat Protection (Including National Programmes And Pest Control)

- 10.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Tapuika Agreement Area. These aspirations will be reflected in the strategic objectives for the relationship.
- 10.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 10.3 In recognition of the cultural, historic and traditional association of Tapuika with indigenous flora and fauna within the Tapuika Agreement Area for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes.
- 10.4 The Department and the Governance Entity will discuss as part of the annual business planning process with the Governance Entity how Tapuika may wish to be involved in these programmes referred to in clause 10.4 and other opportunities and processes for collaboration with one another on field projects of mutual interest, particularly where they will progress the strategic objectives for the relationship
- 10.5 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New

Zealand. This is done in a way that maximises the value from limited resources available to do this work.

10.6 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Tapuika Agreement Area, including: monitoring and assessment of programmes; early consultation with Tapuika on pest control activities particularly the use of pesticides within the Tapuika Agreement Area; and co-ordination of pest control where Tapuika is the adjoining landowner. Through the annual business planning process, the parties will create actions to progress these strategic objectives.

11. VISITOR AND PUBLIC INFORMATION

- 11.1 Tapuika and the Department wish to share knowledge about natural and historic heritage within the Tapuika Agreement Area with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 11.2 The parties will encourage respect for and awareness of conservation in, and the Tapuik relationship with, the Tapuika Agreement Area, including by:
 - a. raising public awareness of positive conservation relationships developed between the parties;
 - engaging with each other in the development of visitor and public information published by either party that relates to Tapuika values in land and resources managed under Conservation Legislation, particularly where that information relates to Tapuika sites of significance and aspirations to the land;
 - c. obtaining from Tapuika an assurance that information relating to Tapuika to be contained in a publication of the Department is accurate and appropriate;
 - d. the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Tapuika values but subject to the Official Information Act 1981 and other relevant Acts; and
 - e. consulting with Tapuika prior to the use of information about Tapuika values for neinterpretation panels, signs and other visitor publications.

12. Conservation Advocacy

- 12.1 From time to time, Tapuika and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:
 - a. protection of coastal and marine areas;
 - b. protection and maintenance of wetland areas and reserves;
 - c. management of rivers, streams and waterways; and
 - d. the effects of activities on biodiversity.
- 12.2 From time to time the Governance Entity and the Department will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the

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Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

13. CROSS-ORGANISATIONAL OPPORTUNITIES

- 13.1 As part of the annual business planning process, the parties will discuss:
 - a. opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist Tapuika to exercise their role under the Deed and as kaitiaki);
 - b. opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Tapuika Agreement Area. Options may include wänanga, education, training, development and secondments;
 - c. opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including;
 - d. potential opportunities for full time positions, holiday employment or student research projects which may arise within the Tapuika Agreement Area. Tapuika may propose candidates for these roles or opportunities; and
 - e. staff changes and key contacts in each organisation.
- 13.2 Where appropriate, the Department will consider using Tapuika individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interests processes will be implemented to avoid a perceived or actual conflict of interest.

14. DISPUTE RESOLUTION

- 14.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level. This may require the Department's relevant Conservation Partnerships Manager to meet with a representative of the Governance Entity within a reasonable timeframe to endeavour to find a resolution to the matter.
- 14.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director Conservation Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 14.3 If a negotiated outcome cannot be reached from this process, the parties may agree for the issue to be escalated to a meeting between the Director-General (or nominee) and the Chief Executive of the Governance Entity.
- 14.4 If the Department and the Governance Entity agree that the matter is of such significance that it requires the attention of the chair of the Governance Entity and the Minister, then this matter will be escalated to a meeting of the chair of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

15. REVIEW AND AMENDMENT

15.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place

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no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

16. TERMS OF AGREEMENT

- 16.1 This Relationship Agreement is entered into pursuant to section 41 of the Tapuika Claims Settlement Act 2014 (the Settlement Legislation) and clause 5.112 of the Deed of Settlement. The Relationship Agreement does not override or limit:
 - a. legislative rights, powers or obligations;
 - b. the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
 - c. the ability of the Crown to introduce legislation and change government policy.
- The Relationship Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to land or any other resource held, managed or administered under the Conservation Legislation.
- 16.3 A breach of this Relationship Agreement is not a breach of the Deed of Settlement.
- 16.4 If the Crown breaches this Relationship Agreement without good cause, the Governance Entity may:
 - a seek a public law remedy, including judicial review; or
 - b subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.
- 16.5 Clause 16.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession

17. NOTING AND EFFECT OF CONSERVATION RELATIONSHIP AGREEMENT

- 17.1 A summary of the terms of this Relationship Agreement must be noted in any of the following documents that affect the Tapuika Agreement Area:
 - 17.1.1 a conservation management strategy;
 - 17.1.2 a conservation management plan;
 - 17.1.3 a national park management plan.
- 17.2 The noting of the summary is:
 - 17.2.1 for the purpose of public notice only; and
 - 17.2.2 not an amendment to a document listed in clause 17.1 for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

18. **DEFINITIONS**

18.1 In this document:

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

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

Cultural materials means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the Tapuika Agreement Area and which are important to Tapuika in maintaining and expressing their cultural values and practices;

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

Governance Entity means the trustees for the time being of the Tapuika lwi Authority in their capacity as trustees of the trust;

Kaitiaki means guardian in accordance with tikanga Māori;

Tapuika has the meaning set out in the Deed of Settlement:

Tapuika Agreement Area as defined in the Deed of Settlement

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

Statutory Planning Document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987;

Tikanga Māori refers to Māori traditional customs.

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AGREED on [21 May 2014]

SIGNED for and on behalf of THE SOVEREIGN in right of New Zealand by the Minister of Conservation:

Name: Shana Harding

Occupation: Conservation Philyte Secretary

Address: 75 Bresher Bay Rd Wellington

SIGNED for and on behalf of Tapuika lwi Authority by [the Chair]:

WITNESS

Occupation: TAPLIKA INI AUTHORITY SECRETARY

Address: 19 JELLICOE STREET, PO BOX 15 TE PUKE

ATTACHMENT A TAPUIKA AGREEMENT AREA





