

**NGĀ IWI O TARANAKI**

**and**

**THE CROWN**

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**TE ANGA PŪTAKERONGO**

**mō Ngā Maunga o Taranaki, Pouākai me Kaitake**

**RECORD OF UNDERSTANDING**

**for Mount Taranaki, Pouākai and the Kaitake Ranges**

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**20 December 2017**

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## TE ANGA PŪTAKERONGO

TE ANGA PŪTAKERONGO is made between

NGĀ IWI O TARANAKI

and

THE CROWN

# 1 HE POU WHAKARURU

## He Pou Whakaruru: Guardian

- 1.1 Ko te kāhui maunga ēnei, he pou here tikanga atua, he pou here tikanga tangata, he pou whakaruru nō te ao tūroa.
- 1.2 He pou tupua, he pou tūtei kīhei rū, kīhei ngārue, he pou tūnga roa, e taumarua ai ngā whakatupuranga me ōna arapaki tū.
- 1.3 He tūtohu whenua, he tūtohu taiao e whai take ai te tini me te mano, ka whāia kia mau, ka whāia kia piri, kia tata, kia tōpū, he mea paihere nō te kahui maunga.
- 1.4 He maunga tū noa, i te ao, i te pō. He maunga tapu, tū te ihihi, tū te wehiwehi, tū te wanawana. He maunga tāmou, he maunga whītiki i te kaupapa tangata.
- 1.5 He rārangi maunga tū te ao, tū te pō, tāheke mai ai ki runga ki ō tai ao nui, ki ō tai tangata, ki ō tai tikanga, ki ō tai pō roa.
- 1.6 He maunga tātai, he waha ā-tai e puare ana ki ngā whakatupuranga, e whaimārama ai, e whaitake nei a tātai tangata i tōna ao, he ara tō tēnā, he ara tō tēnā, Māori mai, Pākehā mai, he mātāwaiaora, he mātāpono, he mātātika.
- 1.7 The maunga are pou that form a connection between the physical and the social elements of our lived experience. For Iwi of Taranaki, they have been ever present and remain personified ancestors, a site of shared history, a physical resource, and the citadel of a unique ecosystem. Wider Taranaki society continues to look upon these maunga as key reference points for the region, shaping an immediate sense of place and social association with mutual identity. Their presence pervades our scenery, projecting mystery, adventure and beauty, capturing our attention and our imagination in how humanity can be closely bound to a landscape.
- 1.8 The maunga are pou that transcend our perception of time, location, culture and spirit. They help configure how whakapapa, environment, the past and future are understood, engaged with and transmitted to future generations. This is a framework of tangible and intangible resources available to be accessed and applied in our daily lives, and open to be interpreted by various social groupings, Māori and non-Māori, in terms of spiritual, cultural and ethical values.

## He Pou Taioira: Physical Dimension

- 1.9 Ko te kāhui maunga te iho taketake ki te kūreitanga nei, he ahuaunga i a Rū i te au o nuku ki pīnekineki, ki māniana, ki papatokatoka, ki papawhenua i uta ki tai. He ahuaunga i a Tāwhiri nui o rangi i te āwhā, i te haupūkeri, i te aorangi, whiua ki uta, whiua ki tai. He whakaipurangi wai māturuturu i te huhuka o te rangi, te tukutuku o te rangi, te heihei o te rangi, te mamange o te rangi, he puna wai matara, he papa kōhukehuke, he koiora ki te ao tū roa. Ehara i a maunga kau noa, tēnā anō he tāmoremore nuku, he tāmoremore rangi, he pou tina, he pou toka, he pou tāiki ki Taranaki.
- 1.10 The maunga are the essence of this region having shaped the physical landscape with volcanic activity, inclining slopes, expansive plains and rocky shores. They have shaped the very character of weather, wind, rainfall and climate. They have been the source of unceasing artesian waters, mineral deposits and are a rich store of high altitude biodiversity. These maunga are not simply a part of the Taranaki environment, they are its synthesis.

**He Pou Kura, He Pou Wānanga, He Pou Kōrero: Social Dimension**

- 1.11 He kāhui maunga, he iho pūtaketake, he aka tāmore, he puia tautau mahei, ki tuitui wai koropupū, ki horanga whenua taurikura, ki pūkāwa māhorahora ki tai.
- 1.12 He maunga tūtohu i te whenua, he noninga kumu, he tūranga kāinga, he tūranga wānanga, he tūranga iwi.
- 1.13 He whare punanga kōrero, he kāpuni reo, he kāpuni tikanga, he kāpuni tangata.
- 1.14 He maunga whānui atu i te tūtohu whenua noa, he tupua, he puna i heke mai ai te tangata, he pūkeinga kōiwi, he okiokinga tūpuna. Ko rātou tō mātou okiokinga ko mātou nei tō rātou okiokitanga.
- 1.15 The maunga are the essence of this region having shaped the human landscape with unfaltering springs, fertile lands and an extensive shoreline. They have shaped the very character of geographic reference points, of settlement patterns and boundaries, and have differentiated schools of knowledge of iwi. They have been the source of language, culture and identity. These maunga are not simply landmarks they are the embodiment of whakapapa, the interment of tupuna incorporated within iwi whakapapa with names, history and sacred sites.

## 2 KUPU WĀWĀHI: BACKGROUND

### **Te mana tohu-a-iwi me te takapou kōrero: Mandate and terms of negotiation**

- 2.1 Through their respective deeds of settlement with the Crown, Ngaa Rauru Kiitahi, Ngāti Ruanui, Ngāruahine, Taranaki Iwi, Te Atiawa, Ngāti Mutunga and Ngāti Tama have settled their historical Treaty of Waitangi claims in relation to Ngā Maunga.
- 2.2 Those deeds of settlement recorded that:
- 2.2.1 the post-settlement governance entities of Ngaa Rauru Kiitahi, Ngāti Ruanui, Ngāruahine, Taranaki Iwi, Te Atiawa, Ngāti Mutunga, Ngāti Tama and the mandated representatives of Ngāti Maru, will work together with the Crown to develop an apology and cultural redress in relation to the historical claims that relate to Ngā Maunga; and
- 2.2.2 the apology and cultural redress in relation to the historical claims that relate to Ngā Maunga will not include any financial or commercial redress.
- 2.3 On 29 March 2016, the Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development agreed to recognise the mandate of Te Rūnanga o Ngāti Maru Trust to represent ngā uri o Ngāti Maru in Treaty settlement negotiations.

### **He mātāpono takapou kōrero: Terms of negotiation for Ngā Maunga**

- 2.4 On 14 March 2017, Ngā Iwi o Taranaki and the Crown signed terms of negotiation in relation to Ngā Maunga (previously referred to as Taranaki Maunga).
- 2.5 The terms of negotiation recorded:
- 2.5.1 an acknowledgement from the Crown that the post-settlement governance entities of Ngaa Rauru Kiitahi, Ngāti Ruanui, Ngāruahine, Taranaki Iwi, Te Atiawa, Ngāti Mutunga, Ngāti Tama and Te Rūnanga o Ngāti Maru on behalf of ngā uri o Ngāti Maru, have the mandate to negotiate with the Crown an apology and cultural redress in relation to Ngā Maunga; and
- 2.5.2 the proposed subject matter, process for, and other matters relating to the negotiations.
- 2.6 Since the signing of the terms of negotiation, Ngā Iwi o Taranaki and the Crown have continued to negotiate and have now agreed, in principle, a selection of matters to be included in the collective redress deed, as well as other matters to be discussed further.
- 2.7 Te Anga Pūtakerongo records the position that the parties have reached in negotiations.



### 3 HE KAWA TUPUA: FRAMEWORK UNDERPINNING REDRESS ARRANGEMENTS

Ko tupua kawa, ko tawhito kawa, ko matoe o te rangi, tēnei hoki rā te taketake rongo, he taketake maunga, he taketake tangata, tēnei ka hora

*The Ancestral connections with traditional practice are the foundation and synthesis of peace, co-operation that bind physical landscape with the human landscape.*

- 3.1 This part covers the arrangements for redress and the development of that redress that the parties have agreed to date.

#### **Ngā kupu ākī mō Ngā Maunga: Historical claims relating to Ngā Maunga**

- 3.2 The parties acknowledge that:

- 3.2.1 seven individual deeds of settlement and relevant settlement legislation have settled, or will settle in relation to Ngāti Maru, the historical claims of Ngā Iwi o Taranaki, including those relating to Ngā Maunga; and
- 3.2.2 the collective redress deed, while not settling any claims, will provide redress in respect of the historical claims of Ngā Iwi o Taranaki that relate to Ngā Maunga.

#### **He Kawa Tupua: Framework underpinning Ngā Maunga redress**

- 3.3 The redress arrangements to be negotiated between Ngā Iwi o Taranaki and the Crown are intended to give effect to the following key guiding objectives underpinning Ngā Iwi o Taranaki's redress aspirations:

- 3.3.1 **Te Mana o Ngā Maunga:** recognising, promoting and protecting the health and wellbeing of Ngā Maunga and their status as Tupuna; and
- 3.3.2 **Te Mana o Te Kāhui:** recognising and providing for the mana and relationship of Ngā Iwi o Taranaki to Ngā Maunga.

- 3.4 The redress arrangements are also intended to recognise the Ngā Iwi o Taranaki view of Ngā Maunga as a living being, which:

- 3.4.1 is a living, indivisible whole incorporating the peaks, to be referred to by their Tupuna names, including Taranaki, Pouākai and Kaitake; and
- 3.4.2 encompasses all of the physical and metaphysical elements of Ngā Maunga from the peaks through to all of the surrounding environs.

- 3.5 The negotiations between Ngā Iwi o Taranaki and the Crown have focused primarily on the first of these principles, Te Mana o Ngā Maunga. The focus has been on the status of Ngā Maunga as an indivisible whole.

- 3.6 Recognition of Ngā Maunga is intended to ensure that the mana of Ngā Maunga is respected and that the Maunga values are understood and respected. This integrated and inclusive approach also recognises the interconnection between Ngā Maunga, Ngā Iwi o Taranaki and the community.

- 3.7 As a result of the negotiations between Ngā Iwi o Taranaki and the Crown since the signing of the terms of negotiation, broad agreement has now been reached in relation to the approach to some elements of Ngā Maunga redress.
- 3.8 To this end, Ngā Iwi o Taranaki and the Crown now wish to:
- 3.8.1 record in Te Anga Pūtakerongo Ngā Maunga redress elements that will form part of the basis of the collective redress deed, as well as other matters to be discussed further; and
  - 3.8.2 reaffirm their mutual commitment to continue to work together to:
    - (a) further develop and finalise the details of Ngā Maunga redress; and
    - (b) develop a collective redress deed to record this redress; and
    - (c) develop any necessary collective redress legislation.

**Te whānganga ki te hunga whaipānga: Engaging with key stakeholders**

- 3.9 The parties consider that local government, conservation and recreation groups and other interested groups have shown there is strong support for protecting the unique identity of Ngā Maunga, and a common view that it is a place of outstanding natural, cultural and recreational value. Ongoing engagement with those interested parties will continue through the negotiations process.

**Te whānganga ki te Kāhui Tupua: Engaging with other iwi**

- 3.10 Ngā Iwi o Taranaki and those iwi with interests in the Tongariro and Whanganui National Parks have longstanding whanaunga relationships. The parties have recently engaged with those iwi to continue sharing kōrero in relation to protecting the unique identity of Ngā Maunga, and affirming that it is a place of outstanding natural, cultural and recreational value.

**He whakaaetanga ki Te Anga Pūtakerongo: Parties agree to Te Anga Pūtakerongo**

- 3.11 Ngā Iwi o Taranaki and the Crown have worked cooperatively and in good faith to agree the contents of Te Anga Pūtakerongo.
- 3.12 Ngā Iwi o Taranaki and the Crown agree to sign Te Anga Pūtakerongo.



## **4 TE PŪEATANGA KI TE AO: HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY**

- 4.1 The collective redress deed will include:
- 4.1.1 an agreed account of the historical relationship between Ngā Iwi o Taranaki and the Crown as it relates to Ngā Maunga, which is to be developed by the parties;
  - 4.1.2 the Crown's acknowledgment of its acts and omissions, as they relate to Ngā Maunga, which have breached the Treaty of Waitangi/Te Tiriti o Waitangi and its principles, and caused prejudice to Ngā Iwi o Taranaki; and
  - 4.1.3 a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles.
- 4.2 The collective redress deed will include an agreed historical account based on the following proposed headings:
- 4.2.1 Origins of Taranaki;
  - 4.2.2 Ngā Iwi o Taranaki;
  - 4.2.3 Taranaki and the Crown 1840-1865;
  - 4.2.4 Raupatu;
  - 4.2.5 Crown Purchasing of Ngā Maunga;
  - 4.2.6 Egmont Forest Reserve;
  - 4.2.7 West Coast Reserves;
  - 4.2.8 Introduction of Exotic Fauna;
  - 4.2.9 Egmont National Park;
  - 4.2.10 National Parks Act 1952;
  - 4.2.11 Transmission Infrastructure on Taranaki;
  - 4.2.12 Mount Egmont Vesting Act 1978;
  - 4.2.13 'Mount Egmont' Name Change 1986; and
  - 4.2.14 Conservation Law Reform 1986-1990.

## 5 TE MANA O NGĀ MAUNGA

Te Mana ā- Rua, Rua Tupua, Rua Tawhito, Rua Taranaki.

*Authority imbued with that which inspires and pushes boundaries with ancient knowledge relevant today, with grounded identity in this region.*

- 5.1 Te Mana o Ngā Maunga is a key guiding objective for Ngā Iwi o Taranaki: this objective relates to recognising, promoting and protecting the health and wellbeing of Ngā Maunga and their status as Tupuna.

### **He aronga ki te Mana o ngā Maunga: Overview of key elements of Te Mana o Ngā Maunga arrangements**

- 5.2 Ngā Iwi o Taranaki and the Crown have reached agreement on the following key elements of Ngā Maunga arrangements which will form part of the collective redress deed and legislation:
- 5.2.1 the repeal of the Mount Egmont Vesting Act 1978;
  - 5.2.2 the declaration of a legal personality for Ngā Maunga;
  - 5.2.3 the vesting of all available Crown-owned land in Ngā Maunga in that legal personality;
  - 5.2.4 an official change of name for Egmont National Park and other geographical features within Ngā Maunga;
  - 5.2.5 a set of Maunga values;
  - 5.2.6 the ongoing application of the National Parks Act 1980, subject to agreed amendments; and
  - 5.2.7 the establishment of a joint governance entity to be the human face of, and act in the name of, the legal personality for Ngā Maunga.
- 5.3 While expressed as individual elements for the purpose of Te Anga Pūtakerongo, these elements in addition to the elements outlined in Part 6 (Te Mana o Te Kāhui) and Part 7 (Next Steps) form an interconnected set of arrangements which are focused on the appropriate recognition of the values and status of Ngā Maunga.
- 5.4 The matters that have been agreed in relation to Ngā Maunga arrangements are set out in more detail in this part. There remain certain additional details in relation to these arrangements that will be the subject of ongoing negotiations between Ngā Iwi o Taranaki and the Crown, in discussion with other interested parties where appropriate.

### **Mōtika whakatupua: Legal personality**

- 5.5 The collective redress deed and legislation will provide for:
- 5.5.1 the repeal of the Mount Egmont Vesting Act 1978;
  - 5.5.2 the declaration of a legal personality for Ngā Maunga; and
  - 5.5.3 the vesting of all available Crown-owned land in Ngā Maunga in that legal personality.

5.6 The vesting referred to in clause 5.5.3 will be subject to:

- 5.6.1 final written confirmation from the Crown that all the Crown-owned land in Ngā Maunga is available (noting that the Crown intends to vest the maximum land possible but if any portions are not available, the Crown is under no obligation to substitute those portions with other redress);
- 5.6.2 Ngā Maunga remaining as a national park under the National Parks Act 1980, and continuing to be subject to the provisions of that Act, subject to agreed amendments; and
- 5.6.3 a prohibition on the land being alienated, mortgaged, charged, or otherwise disposed of, except in limited circumstances as provided for in the National Parks Act 1980.

**Tapanga whenua: Official change of name - Egmont National Park and other geographical features within Ngā Maunga**

5.7 Ngā Iwi o Taranaki and the Crown will work together to prepare a proposal to change the name of Egmont National Park and other geographical features within Ngā Maunga.

5.8 The proposal will be subject to:

- 5.8.1 discussions with and consideration by the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa; and
- 5.8.2 further consideration and approval by Ngā Iwi o Taranaki and Cabinet.

5.9 If agreed, the proposals will be included in the collective redress deed and legislation.

**He anga tikanga Maunga: Maunga values**

5.10 The collective redress deed and legislation will provide for a set of Maunga values that will reflect the elements set out in He Pou Whakaruru at Part 1.

5.11 The Maunga values will be developed and agreed for inclusion in the collective redress deed and legislation.

5.12 The Maunga values will focus on:

- 5.12.1 the status of Ngā Maunga as an indivisible whole and as Tupuna;
- 5.12.2 preserving and protecting the natural environment and features of Ngā Maunga and the relationship of Ngā Iwi o Taranaki and all people with Ngā Maunga;
- 5.12.3 upholding the ancestral, historical, spiritual and cultural relationships of Ngā Iwi o Taranaki with their Tupuna;
- 5.12.4 providing complementary purposes, alongside the purposes in the National Parks Act 1980, for which the land must be managed; and
- 5.12.5 providing guidance to decision-makers exercising functions and powers under the National Parks Act 1980, subject to amendments, other conservation legislation and the collective redress legislation.

**Te whai wāhi mai o te ture: Application of the National Parks Act 1980**

- 5.13 The National Parks Act 1980 will continue to apply to Ngā Maunga, subject to any amendments to that Act provided in the collective redress legislation.

**Te Tōpuni Ngārahu: Joint governance entity to act for Ngā Maunga**

- 5.14 The collective redress deed and legislation will provide for the establishment of a new joint governance entity to be the human face of, and act in the name of, the legal personality for Ngā Maunga.
- 5.15 The joint governance entity will be comprised of up to 8 members as follows:
- 5.15.1 one-half of the members appointed by Ngā Iwi o Taranaki; and
  - 5.15.2 one-half of the members appointed by the Crown.
- 5.16 The chair of the joint governance entity will be one of the members appointed by Ngā Iwi o Taranaki. The chair may vote on any matter but will not have a casting vote.
- 5.17 The final composition, appointment and other processes relating to the joint governance entity will be negotiated and provided for in the collective redress deed and legislation.

**Ngā Āheinga o Te Tōpuni Kōkōrangi: Powers of joint governance entity for Ngā Maunga**

- 5.18 The joint governance entity will have full capacity and all the powers reasonably necessary to achieve its purposes and perform its functions.
- 5.19 Without limiting clause 5.18, the joint governance entity:
- 5.19.1 will act as the representative of the legal personality for Ngā Maunga;
  - 5.19.2 must act in the interests of Ngā Maunga and consistently with the Maunga values, collective redress deed and legislation and any other lawful requirements;
  - 5.19.3 may advocate in the interests of Ngā Maunga;
  - 5.19.4 will have standing and the right to appear and be heard in any statutory planning or other processes, including before courts, tribunals and other bodies in New Zealand in relation to matters relevant to the functions of the joint governance entity where such statutory rights exist; and
  - 5.19.5 may undertake other powers as may be agreed by the parties for inclusion in the collective redress deed and legislation under clause 7.4.
- 5.20 The joint governance entity must strive to achieve consensus.
- 5.21 Except as provided in the collective redress deed and legislation, the joint governance entity will determine its own procedures.



**Ngā kawenga o Te Tōpuni Ngārahu: Functions of joint governance entity for Ngā Maunga**

5.22 The functions of the joint governance entity will include to:

- 5.22.1 act and speak on behalf of Ngā Maunga as its representative;
- 5.22.2 develop relationships with other regulatory bodies (e.g. any local authority) whose activities or policies might impact directly on the area vested in Ngā Maunga;
- 5.22.3 develop, through a process yet to be agreed, a document to, at a minimum, fulfil the requirements of sections 45 to 47 of the National Parks Act 1980 in relation to Ngā Maunga;
- 5.22.4 act as an advisor to the New Zealand Conservation Authority and the Minister of Conservation on any matters relating to national parks consistent with the functions of a conservation board under section 30(1)(d) and (f) of the National Parks Act 1980; and
- 5.22.5 undertake other governance functions as may be agreed by the parties for inclusion in the collective redress deed and legislation under clause 7.4.

**Ngā Pareparenga: Other statutory powers not affected**

- 5.23 Except as expressly provided in the collective redress legislation, the collective redress deed and legislation will not limit:
- 5.23.1 any enactment or rule of law; or
  - 5.23.2 any statutory functions or powers exercised in respect of Ngā Maunga.



## 6 TE MANA O TE KĀHUI

Poua ki runga, poua ki raro, poua ki tāmoremore nui nō Papa ki  
tāmoremore nui nō Rangi, He rongo, he āio, tēnā tawhito pou ka tū, e  
kore e uea, e kore e unuhia, e kore e hinga, e kore e whārara. Tēnei te  
pou ka tū, e hai!

*Our assertion is directed to the tangible and the intangible elements of  
life, unified with the calming influence of consensus. We are composed,  
we are steadfast and resolute in our intent.*

- 6.1 Te Mana o Te Kāhui is a key guiding objective for Ngā Iwi o Taranaki: this objective relates to recognising and providing for the mana and relationship of Ngā Iwi o Taranaki to Ngā Maunga.

### **He aronga ki te Te Mana o Te Kāhui: Overview of key elements of Te Mana o Te Kāhui arrangements**

- 6.2 Ngā Iwi o Taranaki and the Crown have reached agreement on the following key elements of Te Mana o Te Kāhui arrangements which will form part of the collective redress deed:

6.2.1 statements of association for Ngā Iwi o Taranaki in relation to Ngā Maunga; and

6.2.2 official geographic place name changes for geographical features within Ngā Maunga.

- 6.3 While expressed as individual elements for the purpose of Te Anga Pūtakerongo, these elements in addition to the elements outlined in Part 5 (Te Mana o Ngā Maunga) and Part 7 (Next Steps) together form an interconnected set of arrangements which are focused on the appropriate recognition of the values and status of Ngā Maunga.

- 6.4 The matters that have been agreed in relation to Te Mana o Te Kāhui arrangements are set out in more detail in this part. There remain certain additional details in relation to these arrangements that will be the subject of ongoing negotiations between Ngā Iwi o Taranaki and the Crown, in discussion with other interested parties where appropriate.

### **He kupu herenga whenua, herenga tangata: Statements of association**

- 6.5 A statement of association describes an iwi's ancestral, historical, spiritual and cultural association to a site or place of significance.
- 6.6 Ngā Iwi o Taranaki and the Crown have reached agreement to include a single collective statement of association, and eight supporting statements of association from each individual iwi in the collective redress deed, to highlight particular interests or connections to Ngā Maunga.
- 6.7 These statements of association will not have legal effect but will demonstrate iwi interests in Ngā Maunga, jointly and separately.

## 7 TE HŌKAI WHAKAMUA: NEXT STEPS

### He Āpitihanga ki te takapou kōrero: Further negotiations

- 7.1 Following the signing of Te Anga Pūtakerongo, Ngā Iwi o Taranaki and the Crown will continue negotiations aimed at reaching agreement to an agreed historical account, the Crown acknowledgements and apology, and cultural redress arrangements for Ngā Maunga.
- 7.2 Those negotiations will be aimed at achieving:
  - 7.2.1 a collective redress deed that sets out the cultural redress arrangements for Ngā Maunga; and
  - 7.2.2 draft legislation to give effect to the collective redress deed.
- 7.3 Ngā Iwi o Taranaki and the Crown agree that they will continue to approach the negotiation process:
  - 7.3.1 in good faith;
  - 7.3.2 in a spirit of integrity, fairness and co-operation;
  - 7.3.3 on the basis of open and honest communication; and
  - 7.3.4 in a manner that reflects and seeks to accommodate the perspectives of both parties.

### He taipito muringa: Outstanding matters for further discussion

- 7.4 Ngā Iwi o Taranaki and the Crown agree to discuss the following outstanding matters further prior to initialling a collective redress deed:
  - 7.4.1 the overall purpose and governance functions of the joint governance entity;
  - 7.4.2 Ngā Iwi o Taranaki aspirations for a holistic whole of Maunga approach, beyond being focused solely on conservation management within Ngā Maunga boundaries under the National Parks Act 1980;
  - 7.4.3 the process for developing a document to, at a minimum, fulfil the requirements of sections 45 to 47 of the National Parks Act 1980 in relation to Ngā Maunga, including setting out the respective roles of the New Zealand Conservation Authority and the joint governance entity;
  - 7.4.4 the role of Ngā Iwi o Taranaki in management, concessions and operations decision making and operations delivery, noting that:
    - (a) Ngā Iwi o Taranaki have aspirations for a role in those functions; and
    - (b) the Crown's approach is that the Minister of Conservation and Director-General will have a continuing responsibility for those functions;
  - 7.4.5 the nature and extent of resourcing to be provided as a Crown contribution, including to iwi, to support the implementation of Ngā Maunga arrangements once the arrangements are finalised for inclusion in the collective redress deed;

7.4.6 relationship arrangements, potentially including local authorities and central government agencies; and

7.4.7 any other standard cultural redress agreed by the parties.

**Te tūnga o Te Tōpuni Ngārahu me te Taituara-a-iwi: Development of a post-agreement governance entity and the ratification process**

7.5 If the parties agree that a single post-agreement governance entity is required to represent Ngā Iwi o Taranaki and be accountable to ngā uri o Taranaki in relation to Ngā Maunga redress, Ngā Iwi o Taranaki will, as soon as reasonably practicable and prior to the signing of the collective redress deed:

7.5.1 form a single post-agreement governance entity that the Crown is satisfied with, including that it:

(a) is appropriate to receive the redress; and

(b) provides, for Ngā Iwi o Taranaki:

(i) appropriate representation;

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

(iii) full accountability; and

7.5.2 develop a ratification process for that post-agreement governance entity that is approved by the Crown.

7.6 Ngā Iwi o Taranaki and the Crown agree that any final collective redress deed will be subject to:

7.6.1 the details of the redress arrangements being further developed, finalised and agreed between the Ngā Iwi o Taranaki negotiators and the Crown;

7.6.2 the resolution of any overlapping claims to the satisfaction of Ngā Iwi o Taranaki and the Crown;

7.6.3 agreement to the final redress arrangements and the collective redress deed by Cabinet;

7.6.4 ratification and approval of the final redress arrangements and the collective redress deed by Ngā Iwi o Taranaki; and

7.6.5 the enactment of any necessary collective redress legislation.

## 8 NGĀ TAI WHĀNUI: GENERAL CONDITIONS

8.1 The Crown's entry into the collective redress deed is subject to:

8.1.1 Cabinet agreeing to the arrangements and the redress; and

8.1.2 the Crown being satisfied with any post-agreement governance entity referred to in clause 7.5.

### **Te ture whakapūtea: Collective redress legislation**

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

8.3 This draft collective redress bill will provide for all matters for which legislation is required to give effect to the collective redress deed.

8.4 The draft collective redress bill must:

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

8.4.2 be in a form that is satisfactory to Ngā Iwi o Taranaki and the Crown.

8.5 The collective redress deed is to provide that Ngā Iwi o Taranaki (and any post-agreement governance entity) must support the passage of the draft collective redress bill through Parliament.

### **Ngā tai māuru: Agreement conditional on collective redress legislation**

8.6 The collective redress deed is to provide that the agreement is conditional on collective redress legislation coming into force, although some provisions may be binding on and from the date that the collective redress deed is signed.

### **Te iho o Te Anga Pūtakerongo: Nature of Te Anga Pūtakerongo**

8.7 Te Anga Pūtakerongo:

8.7.1 is entered into on a without prejudice basis;

8.7.2 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;

8.7.3 is non-binding; and

8.7.4 does not create legal relations.

### **Te motuhanga o Te Anga Pūtakerongo: Termination of Te Anga Pūtakerongo**

8.8 The Crown or the mandated negotiators, on behalf of Ngā Iwi o Taranaki, may terminate Te Anga Pūtakerongo by giving notice to the other.



- 8.9 Before terminating Te Anga Pūtakerongo, the Crown or the mandated negotiators, as the case may be, must give the other at least 20 business days' notice of an intention to terminate.
- 8.10 Te Anga Pūtakerongo remains without prejudice even if it is terminated.

**He Kupu Aratohu: Definitions**

- 8.11 In Te Anga Pūtakerongo:
- 8.11.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and
- 8.11.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

**He Kupu Whakamārama: Interpretation**

- 8.12 In Te Anga Pūtakerongo:
- 8.12.1 headings are not to affect its interpretation; and
- 8.12.2 the singular includes the plural and vice versa.
- 8.13 Provisions in:
- 8.13.1 the schedules to Te Anga Pūtakerongo are referred to as paragraphs; and
- 8.13.2 other parts of this agreement are referred to as clauses.



TE ANGA PŪTAKERONGO/RECORD OF UNDERSTANDING

SIGNED on 20 December 2017

SIGNED for and on behalf of  
NGĀ IWI O TARANAKI by the negotiators  
in the presence of:

M. Burley  
Signature of Witness

Ngārie Anne Burley  
Witness Name

Senior Analyst, Office of Treaty Settlements  
Occupation

Wellington  
Address

Jamie Tuuta  
Lead negotiator

Te Pahunga (Marty) Davis  
Negotiator

Haimona Maruera Jnr  
Negotiator

Tihi Anne Daisy Noble  
Negotiator

Liana Poutu  
Negotiator

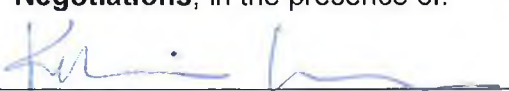
Hemi Sundgren  
Negotiator

TE ANGA PŪTAKERONGO/RECORD OF UNDERSTANDING

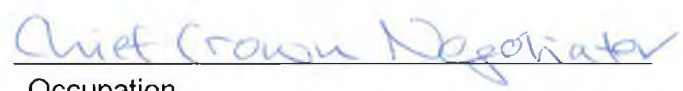
SIGNED for and on behalf of the CROWN  
by the Minister for Treaty of Waitangi  
Negotiations, in the presence of:

)  
)  
)

  
Hon Andrew Little

  
Signature of Witness

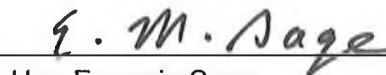
  
Witness Name

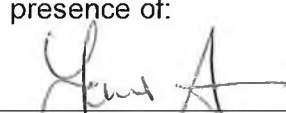
  
Occupation

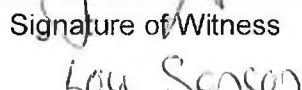
  
Address

by the Minister of Conservation, in the  
presence of:

)  
)

  
Hon Eugenie Sage

  
Signature of Witness

  
Witness Name

  
Occupation

Address

Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:

(Sydney John Hewitt  
Wipaki)

Ngapua: Mui  
Ngati: Ruaro  
Pukoro  
Rangitahi

David George  
Tupia Marama

Mark Lee  
P.N.H. Mearns  
W. 10th

Marama Donetana

Deborah  
Hume

John M. Mearns  
Alexander Mearns

John Mearns  
Mearns

John Mearns  
Mearns





Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:

Miriam Evans Ngāti Mutunga  
 Lizzie Evans (12) Ngāti Mutunga  
 Emma Gardiner Ngāti Kōwhiri, Ngāti Kōwhiri  
 Neil Volzke - Stratford District Mayor  
~~Sven~~ Hauke - Stratford District Council CEO  
 Kate Whareaiti - SDC Ngāti Raukawa  
 Pekairi Jude Rei  
 Anaru Marshall Ngāti Maru  
 Katherine Pahi Nā Kūngi (Ngāti Maru) Pahi  
 Nathan Peri Ngāti Maru W. Peri  
 Kura Moenhu (NGATI MANUHTAKA/NGATI MOEATU)  
 Joe Harawira (NGATI AWA/NGATI TE RANGI  
 NGATI MANIAPOTO  
 Philip Evans - Ngāti Mutunga  
 Barbara Kuriha - MP Taranaki-King Country  
 Myrnetta Gabrielle Erueti - Ngāti Mutunga O Wharekauri -  
 Ngāti Raukawa / Ngāti Raukawa, Ngāti  
 Anne Phillips Ngāti Raukawa, Ngāti Raukawa,  
 Mary Bennett Ngāti Raukawa Kaitake



Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:

Porourangi

Puketapu

Alexandria - Verona Mellors

John

Shane Greeny

Anna Calvin

Pam Burley

Joshua Pearson

Hal

Ngawie Burley, Tapuika

**Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:**

**Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:**

**Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:**



**Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:**

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**Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:**



**Members of Ngā Iwi o Taranaki and other witnesses who support Te Anga Pūtakerongo:**

## HE WHĀRANGI ĀPITI 1/SCHEDULE ONE: HE KUPU ARATOHU/DEFINITIONS

In Te Anga Pūtakerongo:

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

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

**commencement date** means the date set out in the collective redress legislation as the date that the redress comes into effect;

**conservation legislation** means the Conservation Act 1987 and the Acts specified in Schedule 1 of that Act;

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

**historical claims** has the meaning set out in each of the individual deeds of settlement that have (or will) be signed between the Crown and the individual Iwi of Ngā Iwi o Taranaki;

**Maunga values** means the set of values for Ngā Maunga to be provided in the collective redress deed and legislation;

**Ngā Iwi o Taranaki** means:

- (a) Ngaa Rauru Kiitahi, as represented by Te Kaahui o Rauru Trust;
- (b) Ngāti Ruanui, as represented by Te Rūnanga o Ngāti Ruanui Trust;
- (c) Ngāruahine, as represented by Te Korowai o Ngāruahine Trust;
- (d) Ngāti Maru, as represented by Te Rūnanga o Ngāti Maru Trust;
- (e) Taranaki Iwi, as represented by Te Kāhui o Taranaki Trust;
- (f) Te Atiawa, as represented by Te Kotahitanga o Te Atiawa Trust;
- (g) Ngāti Mutunga, as represented by Te Rūnanga o Ngāti Mutunga Trust; and
- (h) Ngāti Tama, as represented by Te Rūnanga o Ngāti Tama Trust;

**Ngā Maunga** means Egmont National Park as defined by the National Parks Act 1980 and the Crown-owned land subsequently added to the Egmont National Park under that Act, as shown in the map at Schedule 2;

**Te Anga Pūtakerongo** means the main body of this record of understanding and the schedules;

**Te Kaahui o Rauru Trust** means the trust known by that name and established by a trust deed dated 27 November 2003;

**Te Rūnanga o Ngāti Ruanui Trust** means the trust known by that name and established by a trust deed dated 10 December 2001;

**Te Korowai o Ngāruahine Trust** means the trust known by that name and established by a trust deed dated 20 June 2013;

**Te Rūnanga o Ngāti Maru Trust** means the trust known by that name and recognised by the Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development on 29 March 2016 as having the mandate to represent ngā uri o Ngāti Maru in Treaty settlement negotiations;

**Te Kāhui o Taranaki Trust** means the trust known by that name and established by a trust deed dated 24 June 2013;

**Te Kotahitanga o Te Atiawa Trust** means the trust known by that name and established by a trust deed dated 31 March 2014;

**Te Rūnanga o Ngāti Mutunga Trust** means the trust known by that name and established by a trust deed dated 14 September 2006; and

**Te Rūnanga o Ngāti Tama Trust** means the trust known by that name and established by a trust deed dated 20 January 2003.

# HE WHĀRANGI ĀPITI 2/SCHEDULE TWO: HE MAHERE MŌ NGĀ MAUNGA/MAP OF NGĀ MAUNGA

