

## MEMO

**To** Minister for the Environment

**From** Bianca Tree, MinterEllisonRuddWatts

**Matter** Stride Investment Management Limited – Fast-track consent application for the Johnsonville Town Centre

**Date** 10 November 2021

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**Subject:** Treaty settlements matters

### 1. Introduction

- 1.1 Stride Investment Management Limited (**Stride**) is applying to the Minister for the Environment (**Minister**) to have the redevelopment of the Johnsonville Town Centre (**Site**) referred to the fast-track consenting process (**Application**).
- 1.2 Section 20(3)(j) of the COVID-19 Recovery (Fast-track Consenting) Act 2020 (**Act**) requires the Application to include “a list of any Treaty settlements that apply to the geographical location of the project, and a summary of the relevant principles and provisions in those settlements”.
- 1.3 We consider that:
- (a) there are two Treaty settlements that apply to the geographical location of the Site;
  - (b) there are no specific principles or provisions in the Treaty settlements that relate to the Site; but
  - (c) the Treaty principles are generally relevant to the Application.

### 2. There are two Treaty settlements that apply to the geographical location of the Site

- 2.1 The Site is within the “area of interest” of the following Treaty settlements:
- (a) Taranaki Whānui settlement; and
  - (b) Ngāti Toa Rangatira settlement.
- 2.2 The relevant Acts for the respective Treaty settlements are (**Settlement Acts**):
- (a) Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009; and
  - (b) Ngāti Toa Rangatira Claims Settlement Act 2014.
- 2.3 The relevant iwi authorities for the respective Treaty settlements are:
- (a) Port Nicholson Settlement Block Trust; and
  - (b) Te Rūnanga o Toa Rangatira Incorporated.

### 3. There are no specific principles or provisions in the Treaty settlements that are relevant to the Site

- 3.1 The Settlement Acts recognise statutory acknowledgement areas over parts of Wellington. The Site is not within any of these statutory acknowledgement areas. The statutory acknowledgement areas in Wellington are identified in the Wellington City Council’s statutory area maps at **Appendix A**.

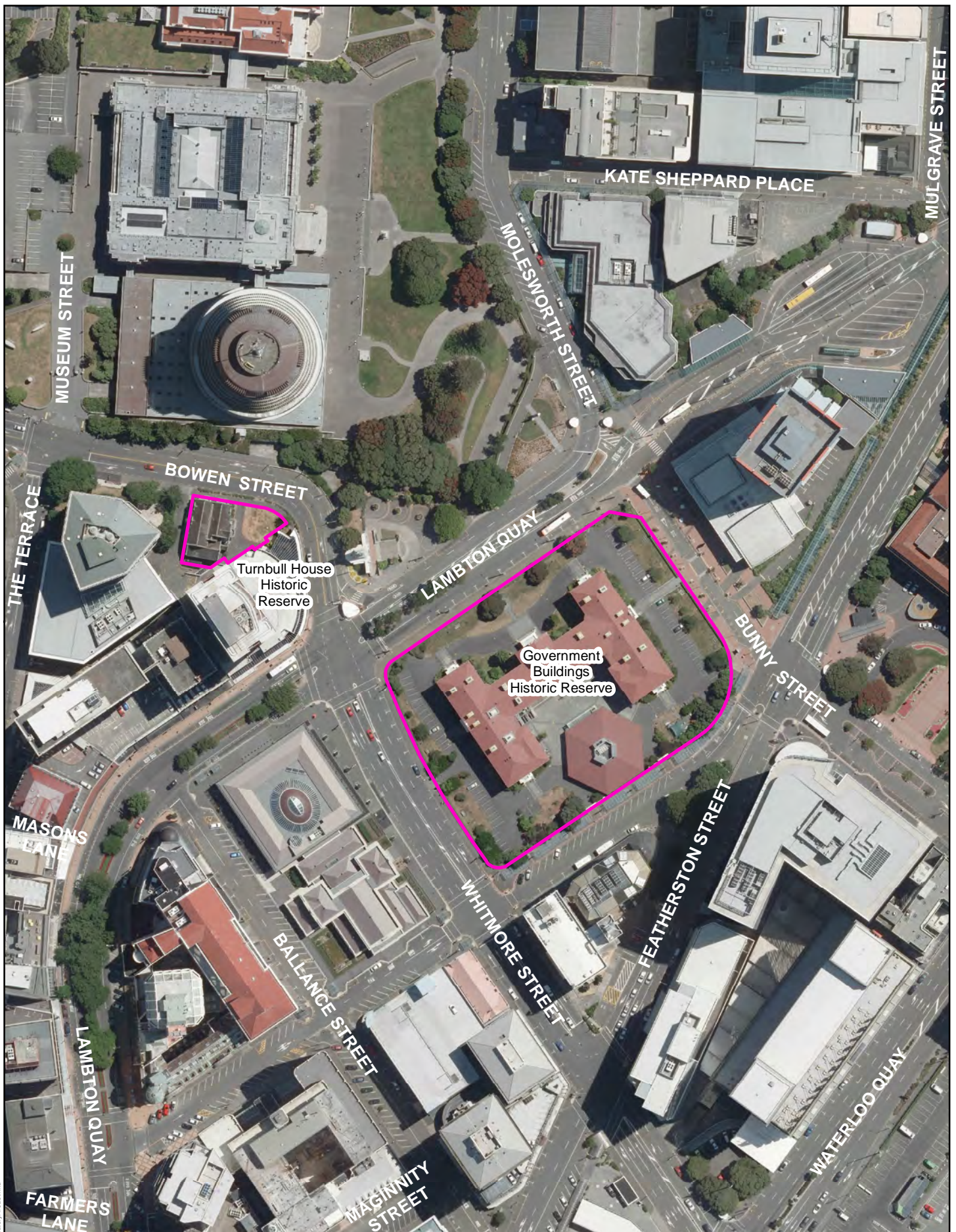
Where a site is within a statutory acknowledgement area, the consent authority and Environment Court are required to have regard to the statutory acknowledgement under the Resource Management Act 1991 (**RMA**) processes.

- 3.2 No other provision in the Settlement Acts applies to the Site. We note that the Treaty settlements do not provide for any co-governance or co-management processes which would affect decision-making in relation to the Site under the Act or the RMA.
- 3.3 The Taranaki Whānui settlement includes a relationship agreement with the Crown, outlined in a Whole of Government Accord signed on 29 March 2011 (see **Appendix B**). A key principle of the agreement is that affected Crown agencies will work with the Port Nicholson Settlement Block Trust to identify and explore areas of mutual interest. The Accord also includes several specific portfolio agreements with individual agencies, including the Ministry for the Environment. We have not identified any specific issues relating to either the Accord or the portfolio agreements with respect to the redevelopment of the Site.

#### **4. The Treaty principles are generally relevant to the Application**

- 4.1 The overall intention of a Treaty settlement is to enhance the ongoing relationship between the iwi and the Crown in terms of the Treaty of Waitangi and its principles. In that respect, the Treaty principles are relevant to all interactions between the Crown and iwi.
- 4.2 However, there are no particular Treaty principles that are directly relevant to the Application or the Site.





## Deed of Settlement - Statutory Areas

Taranaki Whānui ki Te Upoko o Te Ika

Property boundaries, 20m Contours, road names, rail line, address & title points sourced from Land Information NZ. Crown Copyright reserved. Property boundaries accuracy: +/-1m in urban areas, +/-30m in rural areas. Census data sourced from Statistics NZ. Postcodes sourced from NZ Post. Assets, contours, water and drainage information shown is approximate and must not be used for detailed engineering design. Other data has been compiled from a variety of sources and its accuracy may vary, but is generally +/- 1m.

MAP PRODUCED BY:  
Wellington City Council  
101 Wakefield Street  
WELLINGTON, NZ

ORIGINAL MAP SIZE: A4  
AUTHOR: stocke3n  
DATE: 21/04/2015  
REFERENCE:

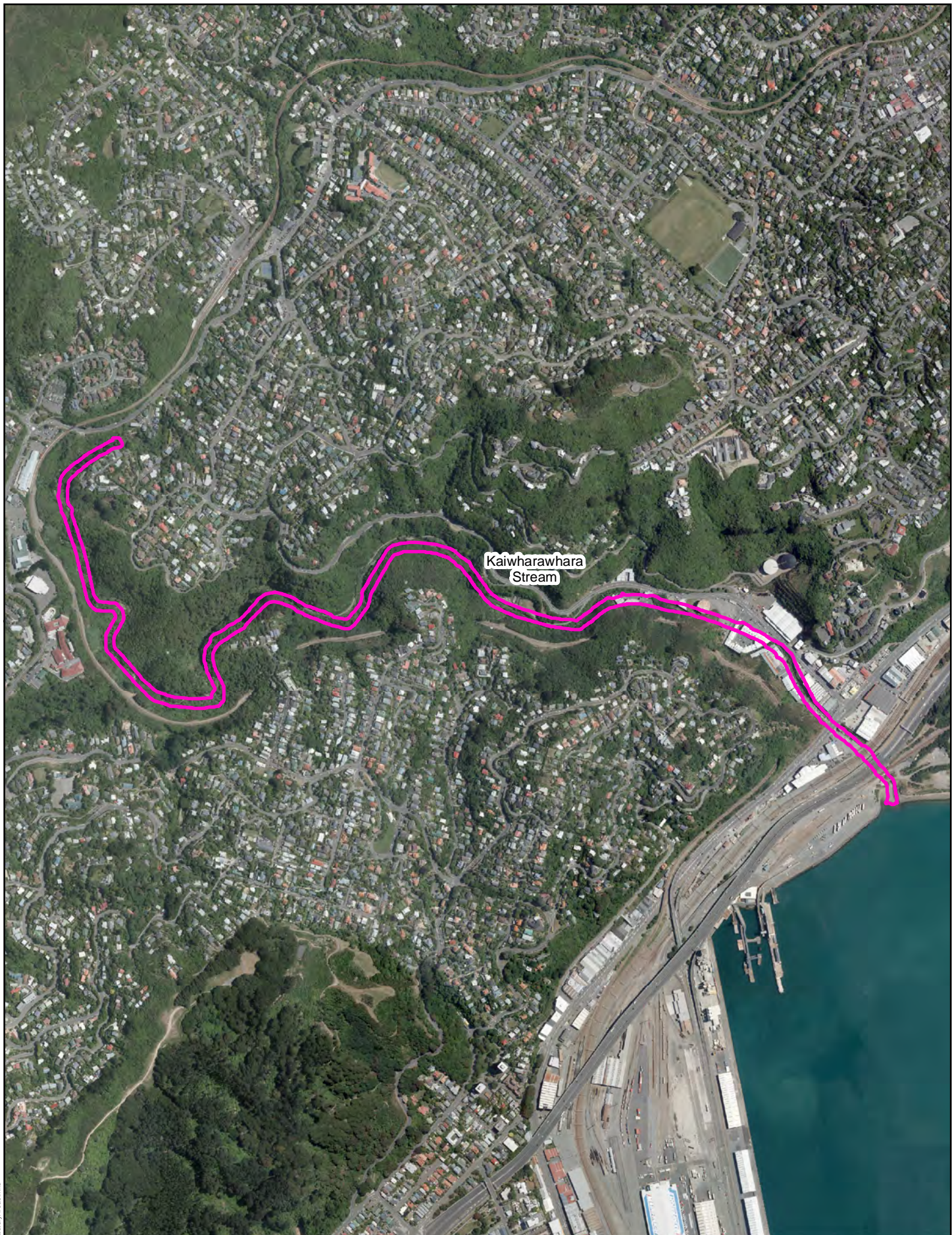


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metres

Scale 1:2,000

**Absolutely Positively**  
**Wellington City Council**  
Māori Heke Ki Pūmāko





## Deed of Settlement - Statutory Areas

Taranaki Whānui ki Te Upoko o Te Ika

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Māori Heke Ki Pūnaki





## Deed of Settlement - Statutory Areas

Taranaki Whanui ki Te Upoko o Te Ika

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metres

Scale 1:2,000

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## Deed of Settlement - Statutory Areas

### Ngati Toa Rangatira

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Māori Heke Ki Pūnaha





## Deed of Settlement - Statutory Areas

### Ngati Toa Rangatira

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**Wellington City Council**  
Māori Heke Ki Pūnaki



PORT NICHOLSON BLOCK  
SETTLEMENT TRUST

# **TARANAKI WHĀNUI KI TE UPOKO O TE IKA**

and

## **THE SOVEREIGN in right of New Zealand**



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## **WHOLE OF GOVERNMENT ACCORD**

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**29 March 2011**



# CONTENTS

DEFINITIONS .....	5
CONTEXT.....	6
TARANAKI WHĀNUI KI TE UPOKO O TE IKA.....	6
TERMS .....	7
PURPOSE .....	7
SCOPE OF ACCORD .....	7
RELATIONSHIP PRINCIPLES .....	7
PORT NICHOLSON BLOCK SETTLEMENT TRUST VISION .....	8
PORT NICHOLSON BLOCK SETTLEMENT TRUST GOALS .....	8
GOVERNMENT PRIORITIES .....	8
PROCESS FOR IDENTIFYING MUTUAL INTERESTS .....	9
IMPLEMENTATION AND MECHANISMS .....	9
PORTFOLIO AGREEMENTS.....	9
FURTHER PORTFOLIO AGREEMENTS.....	9
TARANAKI WHĀNUI KI TE UPOKO O TE IKA RELATIONSHIPS WITH LOCAL GOVERNMENT .....	10
ANNUAL WHOLE OF GOVERNMENT RELATIONSHIP FORUM .....	10
COMMUNICATION AND CONSULTATION .....	10
REVIEW.....	11
RESOLUTION OF MATTERS .....	12



<b>LIMITS OF ACCORD .....</b>	<b>12</b>
<b>VARIATION .....</b>	<b>13</b>
<b>EFFECT OF ACCORDS, MEMORANDA, AND OTHER FORMAL AGREEMENTS.....</b>	<b>13</b>
<b>INTERPRETATION .....</b>	<b>13</b>
<b>ADMINISTERING AGENCIES.....</b>	<b>13</b>
<b>CONTACT DETAILS .....</b>	<b>14</b>
<b>APPENDIX A: TARANAKI WHĀNUI KI TE UPOKO O TE IKA AREA OF INTEREST .....</b>	<b>15</b>
Schedule 1: Taranaki Whānui ki Te Upoko o Te Ika – Crown Māori Affairs Accord.....	17
Schedule 2: Taranaki Whānui ki Te Upoko o Te Ika – Crown Education Portfolio Agreement .....	20
Schedule 3: Taranaki Whānui ki Te Upoko o Te Ika – Crown Social Development Accord	25
Schedule 4: Taranaki Whānui ki Te Upoko o Te Ika – Crown Environment Portfolio Agreement .....	28
Schedule 5: Taranaki Whānui ki Te Upoko o Te Ika – Crown Corrections Portfolio Agreement .....	32
Schedule 6: Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Taranaki Whānui ki Te Upoko o Te Ika Taonga .....	35
Schedule 7: Letter of Commitment from Chief Executive, Department of Building and Housing to Taranaki Whānui ki Te Upoko o Te Ika, in Relation to the Revitalisation of Public and Social Housing .....	49



**This WHOLE OF GOVERNMENT ACCORD is signed on 29 March 2011, between:**

**Taranaki Whānui ki Te Upoko o Te Ika**

The Chair and Deputy Chair of the Port Nicholson Block Settlement Trust:

\_\_\_\_\_  
Professor Sir Ngatata Love  
Chair

\_\_\_\_\_  
Sir Paul Reeves  
Deputy Chair

and

**THE SOVEREIGN in right of New Zealand**

**SIGNED** for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Prime Minister and the Minister of Māori Affairs and the Chief Executive, Te Puni Kōkiri:

\_\_\_\_\_  
Right Honourable John Key

\_\_\_\_\_  
Honourable Dr Pita R Sharples

\_\_\_\_\_  
Leith Comer, Chief Executive, Te Puni Kōkiri

in the presence of:

WITNESS

WITNESS

\_\_\_\_\_  
Aroha Thorpe  
Port Nicholson Block Settlement Trust  
Trust Manager

\_\_\_\_\_  
Daran Ponter  
Crown Facilitator



## DEFINITIONS

**Port Nicholson Block Settlement Trust or Trust:** means the Trustees of the Port Nicholson Block Settlement Trust created by the trust deed dated 11 August 2008 or the trust's nominee.

**Deed of Settlement or Deed:** means the Taranaki Whānui ki Te Upoko o Te Ika and the Port Nicholson Block Settlement Trust and the Sovereign in right of New Zealand Deed of Settlement of Historical Claims.



## CONTEXT

1. On 19 August 2008, Taranaki Whānui ki Te Upoko o Te Ika and the Crown signed a Deed of Settlement (the Deed), settling the historical claims of Taranaki Whānui ki Te Upoko o Te Ika.
2. As part of the Treaty settlement, and as recorded in Section 5.1 of the Deed, the Crown acknowledges and supports the desire of the Trustees of the Port Nicholson Block Settlement Trust (the Trust), to provide for the enhanced well-being, revitalisation and protection of its members. The Trustees constitute the post settlement governance entity for Taranaki Whānui ki Te Upoko o Te Ika.
3. The Deed states that the Crown intends to support these aspirations by facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic and cultural development.
4. The Deed records that there will be an annual relationship forum between relevant Ministers and the Trust to review progress and that relevant Crown agencies will work with the post-settlement governance entity to identify and explore areas of mutual interest.
5. This Accord is intended to provide greater definition as to how the whole of government relationship agreed to in the Deed will work in practice.

## TARANAKI WHĀNUI KI TE UPOKO O TE IKA

6. Taranaki Whānui ki Te Upoko o Te Ika is a collective of iwi who settled in the lower North Island in the late 1830s. The collective comprises individuals who descend from:
  - (a) one or more of the recognised ancestors of the following iwi:
    - (i) Te Ātiawa;
    - (ii) Ngāti Tama;
    - (iii) Taranaki;
    - (iv) Ngāti Ruanui;
    - (v) other iwi from the Taranaki area, for example, Ngāti Mutunga;and
  - (b) also descend from one or more of:
    - (i) the original signatories of the 27 September 1839 Port Nicholson Block Purchase Deed; or

- (ii) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or
  - (iii) other persons who exercised customary rights in the Port Nicholson Block, Wellington District, on or after 6 February 1840, by virtue of being descended from one or more of the recognised ancestors of the iwi referred to above.
7. The purpose of the Trust is to receive, manage and administer the assets and rights on behalf of and for the benefit of the present and future members of Taranaki Whānui ki Te Upoko o Te Ika.

## **TERMS**

### **PURPOSE**

8. The purpose of the Accord is to:
- a. enhance and sustain the ongoing Whole of Government relationship between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the parties);
  - b. oversee and protect the integrity of the whole of government relationship established in the Deed of Settlement; and
  - c. provide for progressive, innovative and proactive relationships to be developed between the parties in areas of mutual interest.

### **SCOPE OF ACCORD**

9. The Accord is an overarching accord and unless otherwise stated will apply to all those matters, as agreed in the portfolio agreements between Taranaki Whānui ki Te Upoko o Te Ika, Ministers and Chief Executives of Crown agencies. The Accord will apply to the area of the Port Nicholson Block, as shown in Appendix A, unless otherwise mutually agreed by the parties to the portfolio agreements.

### **RELATIONSHIP PRINCIPLES**

10. The parties have entered into the Accord in good faith and rely on their respective commitments to each other.
11. The parties are committed to establishing and maintaining a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles:
- a. to work in a spirit of co-operation;
  - b. to ensure early engagement on issues of known mutual interest;
  - c. to acknowledge that the relationship is evolving, not prescribed;



- d. to respect the independence of the parties and their individual mandates, roles and responsibilities;
- e. to recognise and acknowledge that each party benefits from working together by sharing their vision, knowledge and expertise;
- f. to commit to good faith engagement; and
- g. to commit to providing for the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

## **PORT NICHOLSON BLOCK SETTLEMENT TRUST VISION**

12. The Trust's vision is:

Ki te whakahou whakapakari me te whakanikoniko i te ahurea papaori, rangatiratanga o Taranaki Whānui ki Te Upoko o Te Ika.

To restore, revitalise, strengthen and enhance the cultural, social and economic well-being of Taranaki Whānui ki Te Upoko o Te Ika.

## **PORT NICHOLSON BLOCK SETTLEMENT TRUST GOALS**

13. The Trust's key goals are:

GOAL 1: To maximise wealth creation and achieve economic and financial well-being.

GOAL 2: To achieve social and whānau well-being.

GOAL 3: To enhance cultural well-being.

GOAL 4: To restore and enhance the natural resources and environmental well-being of Taranaki Whānui ki Te Upoko o Te Ika.

## **GOVERNMENT PRIORITIES**

14. Government priorities are articulated at key points during the year, including in Pre-Budget and Budget statements, key addresses by the Prime Minister, and through high level agency documents such as Statements of Intent. As these priorities may change from time to time, the mutual interests that this Accord is designed to identify and give effect to will be anchored, in part, against the priorities of the Government of the day.

## **PROCESS FOR IDENTIFYING MUTUAL INTERESTS**

15. Where mutual alignment between the Trust's goals and the government's priorities is agreed by both parties, portfolio agreements will be developed. This will be reviewed on an on-going basis as the Trust's goals and government's priorities change.

## **IMPLEMENTATION AND MECHANISMS**

16. The relationship between the Trust and the Crown will be implemented through the following mechanisms:
- a. specific portfolio agreements between the Trust and relevant Chief Executives as set out in Schedules 1-7;
  - b. further portfolio agreements as provided for in clauses 20 and 21; and
  - c. an annual relationship forum as per clauses 26 to 29.
17. Portfolio agreements with Crown agencies are part of, and subject to, the terms of the Accord.

## **PORTFOLIO AGREEMENTS**

18. A portfolio agreement means an accord, memorandum of understanding, letter of commitment, or similar agreement that confirms the roles and responsibilities of the parties and identifies areas for co-operation and partnership.
19. The Taranaki Whānui ki Te Upoko o Te Ika - Crown Accord includes, at 29 March 2011, the agreements between Taranaki Whānui ki Te Upoko o Te Ika and Crown agency Chief Executives attached as Schedules 1-7 to this Accord.

## **FURTHER PORTFOLIO AGREEMENTS**

20. A Taranaki Whānui ki Te Upoko o Te Ika – Crown Internal Affairs Portfolio Agreement will be negotiated and if mutually agreed signed by 30 September 2011.
21. Over time, the parties will consider further portfolio agreements as necessary to better achieve the whole of government relationship.



## **TARANAKI WHĀNUI KI TE UPOKO O TE IKA RELATIONSHIPS WITH LOCAL GOVERNMENT**

22. This Accord acknowledges that the Trust has longstanding relationships with local territorial authorities within their rohe.
23. The Trust has entered into formal Memorandums of Understanding with Wellington City Council and Hutt City Council.
24. Similar documents are being negotiated with Upper Hutt City Council and Greater Wellington Regional Council. These documents recognise the mana whenua status of Taranaki Whānui ki Te Upoko o Te Ika and the wide range of mutual interests between the parties.
25. Arrangements between the Trust and local authorities are not part of or subject to this Accord.

## **ANNUAL WHOLE OF GOVERNMENT RELATIONSHIP FORUM**

26. As agreed in the Deed of Settlement, the Trust and relevant Ministers of the Crown will hold an annual whole of government relationship forum.
27. The Deed states that the purpose of the annual relationship forum is to review progress with the implementation of the social, economic, and cultural aspirations of Taranaki Whānui ki Te Upoko o Te Ika, in order to identify and progress meaningful opportunities for Taranaki Whānui ki Te Upoko o Te Ika to play a more direct role in the provision of social, economic and cultural outcomes for its members.
28. The annual relationship forum will also review progress with respect to the natural resources and environmental aspirations of Taranaki Whānui ki Te Upoko o Te Ika.
29. A senior Minister of the Crown and the Chair of the Trust will co-chair the annual relationship forum. The attendees at the annual forum will be agreed by the parties.

## **COMMUNICATION AND CONSULTATION**

30. The parties recognise the benefit of mutual information exchange and will as far as possible exchange any reasonably available information that is relevant to, and will assist with the implementation of the Accord.
31. The obligations in the Accord relating to communication and access to information do not apply to information that the Crown is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Chief Executive may withhold under the Official Information Act 1982.

32. The parties will endeavour to maintain effective and efficient communication with one another by:
- a) ensuring that the respective parties have clear and agreed processes and opportunities for regular engagement;
  - b) regular engagement will involve kanohi ki te kanohi (face to face) contact as the preferred method of communication, but also using other methods of communication where appropriate; and
  - c) providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to the Accord.
33. Where consultation is required to give effect to the relationship principles, set out in clause 11, the parties will endeavour to:
- a) ensure the other is consulted as soon as reasonably practicable following the identification and determination of the proposal or issues to be the subject of the consultation;
  - b) provide the other with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
  - c) approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
  - d) report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
  - e) make best endeavours to meet when requested by either party to discuss options to resolve concerns.

## **REVIEW**

34. The parties agree that the Accord and portfolio agreements are living documents which should be updated and adapted to take account of future developments. This includes considering whether there is an on-going need for the Accord.
35. The Accord and/or portfolio agreements can be terminated by mutual agreement of the parties.
36. Any review of the Accord will be undertaken at a meeting between the Trust and Te Puni Kōkiri. Any review of a portfolio agreement to this Accord will be undertaken at a meeting between the Trustees and the relevant agency.
37. Each portfolio agreement will outline the roles and responsibilities for addressing any variation or issues associated with the portfolio agreement.



## **RESOLUTION OF MATTERS**

38. If one party considers that the other is not complying with the Accord or portfolio agreements then that party may give written notice to the other that there is an issue to be resolved. The following process shall be undertaken once notice is received by either party:
- a. Within 20 working days of being given written notice, the relevant contact person from each of the parties will meet to work in good faith to resolve the issue.
  - b. If the issue relates to this Accord and has not been resolved within 20 working days of the process referred to in clause 38a, the Trust Chair and the Chief Executive of Te Puni Kōkiri will meet to work in good faith to resolve the issue.
  - c. If the issue relates to a portfolio agreement and has not been resolved within 20 working days of the process referred to in clause 38a, the Trust Chair and the relevant Chief Executive of the relevant Crown agency will meet to work in good faith to resolve the issue.
  - d. If the issue has still not been resolved within 20 working days of the process referred to in clause 38a and 38b and where the matter is of such significance and the issue remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Chair of the Trust, and the responsible Minister will meet to work in good faith to resolve the issue.

## **LIMITS OF ACCORD**

39. The Accord and portfolio agreements do not override or limit:
- a. legislative rights, powers or obligations;
  - b. the functions, duties and powers of the relevant Ministers, Chief Executives and any Ministry officials, or statutory officers;
  - c. the ability of the Government to introduce legislation and change government policy;
  - d. the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; and
  - e. the legal rights and obligations of the parties.
40. The Accord and portfolio agreements do not affect or replace any existing arrangements in place between the parties.
41. The Accord and portfolio agreement do 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 by the Crown.

42. The commitments under the Accord and portfolio agreements are limited to the extent that they are within the capability, resources, mandated work programme and priorities of Taranaki Whānui ki Te Upoko o Te Ika and Crown agencies.

## **VARIATION**

43. The parties may vary the Accord or portfolio agreements by agreement in writing.

## **EFFECT OF ACCORDS, MEMORANDA, AND OTHER FORMAL AGREEMENTS**

44. The Accord and portfolio agreements come into effect when signed.

## **INTERPRETATION**

45. Terms and expressions that are not defined in the Accord but are defined in the Deed of Settlement have the meaning that they have in the Deed of Settlement.

## **ADMINISTERING AGENCIES**

46. The administering agencies of this Accord are:

- a. Port Nicholson Block Settlement Trust for Taranaki Whānui ki Te Upoko o Te Ika;  
and
- b. Te Puni Kōkiri for the Crown.

## **CONTACT DETAILS**

### **Trust Manager, Port Nicholson Block Settlement Trust**

#### **Physical Address:**

Railway Station Social Hall  
55 Waterloo Quay  
Wellington

#### **Postal Address:**

PO Box 12164,  
Thorndon  
Wellington 6144

### **Chief Executive, Te Puni Kōkiri**

#### **Physical Address:**

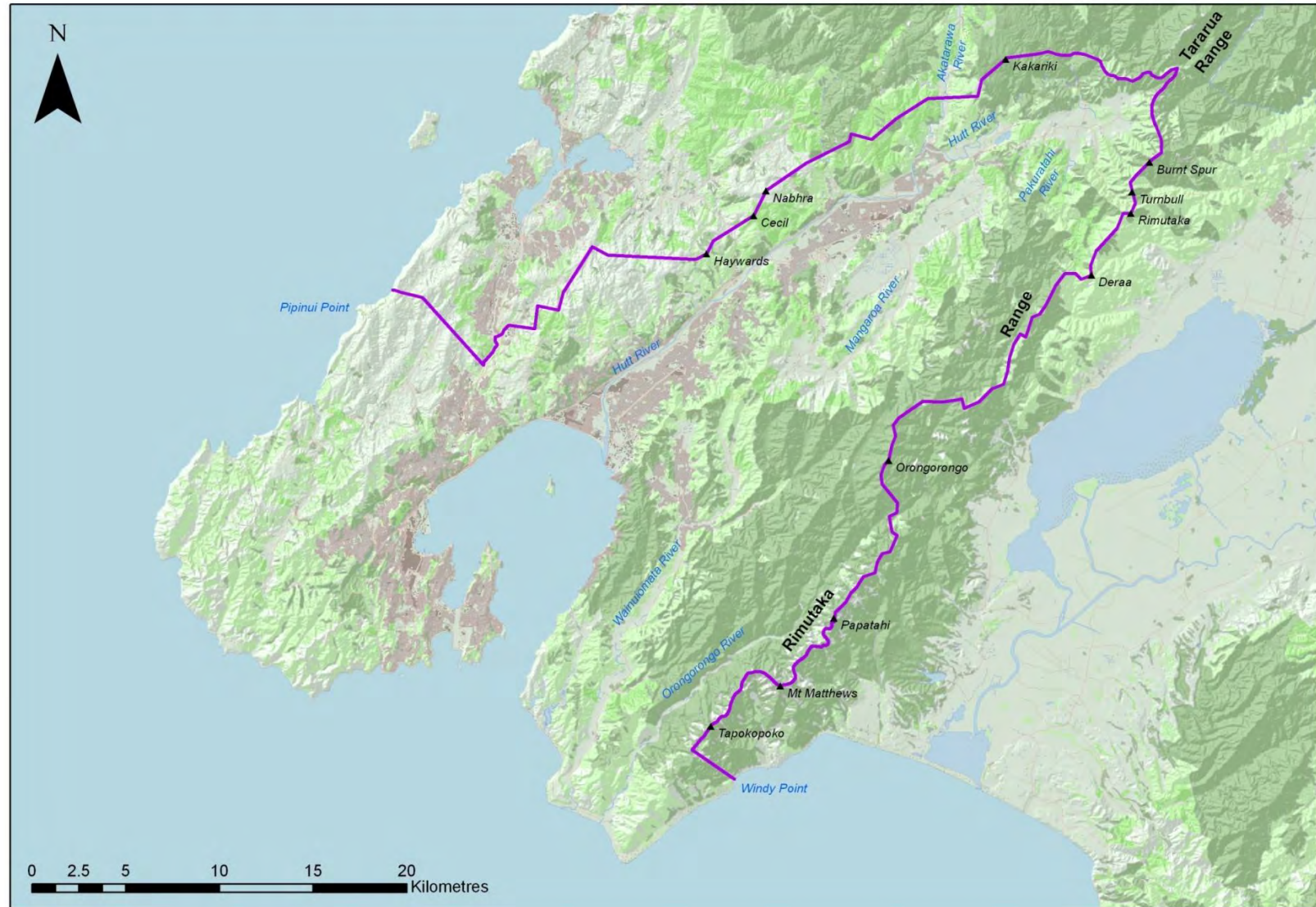
Head Office  
Te Puni Kōkiri House  
143 Lambton Quay  
Wellington 6011

#### **Postal Address**

Te Puni Kōkiri  
PO Box 3943  
Wellington 6140



## Appendix A: Taranaki Whānui ki Te Upoko o Te Ika Area of Interest



SCHEDULES: PORTFOLIO AGREEMENTS and LETTERS of COMMITMENT

Schedule	Portfolio Accord/Agreements	Date Signed
<b>Schedule 1</b>	Taranaki Whānui ki Te Upoko o Te Ika – Crown Maori Affairs Portfolio Agreement	29 March 2011
<b>Schedule 2</b>	Taranaki Whānui ki Te Upoko o Te Ika – Crown Education Portfolio Agreement	29 March 2011
<b>Schedule 3</b>	Taranaki Whānui ki Te Upoko o Te Ika – Crown Social Development Portfolio Agreement	29 March 2011
<b>Schedule 4</b>	Taranaki Whānui ki Te Upoko o Te Ika – Crown Environment Portfolio Agreement	29 March 2011
<b>Schedule 5</b>	Taranaki Whānui ki Te Upoko o Te Ika – Crown Corrections Portfolio Agreement	29 March 2011
<b>Letters of Commitment</b>		
<b>Schedule 6</b>	Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Taranaki Whānui ki Te Upoko o Te Ika Taonga	29 March 2011
<b>Schedule 7</b>	Letter of Commitment with Respect to the Revitalisation of Public and Social Housing	29 March 2011



**Taranaki Whānui ki Te Upoko o Te Ika – Crown  
Māori Affairs Portfolio Agreement**





## **Schedule 1:**

### **Taranaki Whānui ki Te Upoko o Te Ika – Crown Māori Affairs Accord**

#### **Context**

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika and Te Puni Kōkiri (the Ministry) have agreed to pursue a relationship based on matters of mutual interest.
2. The parties acknowledge that their respective visions are closely aligned and that by working together the goals of each can be achieved. High level strategic goals of the Ministry coincide with the aspirations of the Trust, notably “Māori succeeding as Māori”, “Māori position as the Treaty partner is secured and enhanced” and “Whānau and Māori achieve enhanced levels of economic and social prosperity”.<sup>1</sup>

#### **Agreements**

3. The areas that the parties have agreed to collaborate on include, but are not limited to:

##### *Crown Facilitator Role*

The Crown Facilitator role was established following the inaugural Crown-Taranaki Whānui ki Te Upoko o Te Ika Relationship Forum on 10 February 2010. Te Puni Kōkiri will continue to provide for this role until the end of April 2012 to complete the development of further agreed portfolio accords.

Both parties recognise the need for consistency and understanding the vision of the Trust and intent of the Deed of Settlement in respect of the Whole of Government provision. The position will provide continued momentum in enabling the Trust to achieve its vision and aspirations for Taranaki Whānui ki Te Upoko o Te Ika members.

##### *Policy*

As part of its annual consultation activities, the Ministry will proactively engage with the Trust in relation to the development of strategic policy and implementation matters based on mutual strategic areas for collaboration and action.

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<sup>1</sup> Te Puni Kōkiri, Statement of Intent 2010 – 2013, p.15.

### *Regular Meetings*

The parties will meet every six months, to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

### **Limits to accord, process for resolving matters, review provisions and process for varying this accord**

4. The limits to this accord, process for resolving matters, review provisions, and process for varying this accord are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika – Crown Accord, signed on 29 March 2011.

**Professor Sir Ngatata Love**  
**Chair**  
**Port Nicholson Block Settlement Trust**

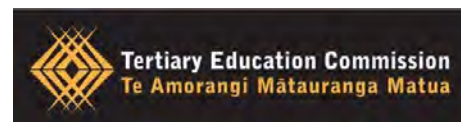
**Leith Comer**  
**Chief Executive**  
**Te Puni Kōkiri**

**Date:**     /     /

**Date:**     /     /



**Taranaki Whānui ki Te Upoko o Te Ika – Crown**  
**Education Portfolio Agreement**





## Schedule 2:

### Taranaki Whānui ki Te Upoko o Te Ika – Crown Education Portfolio Agreement

#### Context

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika, the Ministry of Education (the Ministry) and the Tertiary Education Commission (the Commission) have agreed to pursue a relationship based on areas of mutual interest.
2. The parties acknowledge that their respective visions are closely aligned and that working together has the potential to promote the goals of each. Achieving quality education outcomes means that all young people have the skill and knowledge they need to be engaged and informed citizens and part of a productive work force.
3. The government is committed to lifting the performance of the education system. Achieving this for and with iwi and Māori is a priority in order to strengthen Māori education outcomes and ensure that „Māori enjoy educational success as Māori<sup>2</sup> across the education system.
4. Accords between education agencies and iwi provide opportunities to work collaboratively for the benefit of Māori learners with a focus on strengthening their access to identity, language and culture.
5. The Trust's Five Year Strategic Plan 2011-2015 identified four objectives related specifically to education:
  - Objective 1:* Growing and nurturing the potential of our children through the promotion of cultural identity and values.
  - Objective 2:* Supporting Rangatahi to reach their full potential.
  - Objective 3:* Improved knowledge, skills and educational attainment of Taranaki Whānui members, building a resilient workforce for the future.
  - Objective 4:* Encouraging and promoting Māori leadership and mentoring.

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<sup>2</sup> Ministry of Education Māori Education Strategy *Ka Hikitia: Managing for Success 2008 -2012*.

## Agreements

6. The Ministry will work with the Trust to conduct this relationship in a manner consistent with *Whakapūmautia, Papakōwhaitia, Tau ana – Grasp, Embrace and Realise: Conducting Excellent Education Relationships between Iwi and the Ministry of Education*.
7. The relationship will be co-ordinated on the Ministry's side by a lead Partnership Advisor from within Group Māori who will, over time, broker relationships within and across the Ministry to support the education interests of the Trust.
8. The Partnership Advisor will advise when the Trust's education priorities fall within the responsibilities of the Commission or any other education agencies, in which case the responsibility to work with the iwi will transfer to the relevant agency. The Partnership Advisor will support the Trust to identify a contact person within each relevant agency.
9. The Ministry will endeavour to facilitate access by the Trust to non-party government education agencies, should the Trust's priorities and interests fall outside of the scope and authority of the Ministry.
10. The Commission will endeavour to facilitate, when identified by the Trust as relevant to their priorities, direct communication between the Trust and tertiary education providers.

## Meetings

11. The Ministry (on behalf of the Commission) and the Trust have met in anticipation of the signing of this accord to discuss mutual expectations and current education priorities.
12. The Ministry and the Trust will continue to meet once a year to discuss:
  - a. strategic matters relating to education activities
  - b. issues that are presenting and the way in which both parties might assist each other to address these.
13. The Secretary for Education will attend this meeting along with other members of the Leadership team. At an operational level, the Ministry and the Trust will hold more regular meetings, the timing of which will be determined by the parties once areas of shared work are agreed.

14. The Commission will attend both strategic and operational meetings whenever the Trust identifies relevant matters on the agenda.
15. Unless otherwise agreed between the parties, the Trust will hold the pen on any documents (for example, meeting notes) arising from meetings. The Ministry and the Commission will be provided with draft documentation for comment and agreement.
16. The Secretary of Education and the Chief Executive of the Commission will attend the annual hui between the Trust and Ministers (which is provided for in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown) whenever the Trust or Ministers identify relevant matters on the agenda.

*Areas of shared work*

17. The parties have agreed to pursue the following matters:
  - a. Specific areas of shared work between the Ministry, the Trust, and the Commission will be determined once all parties know where their common interests lie as determined by iwi aspirations and the Government's education priorities.
  - b. The parties will work together to determine a plan for shared contribution to the educational success of Taranaki Whānui uri. The Trust will be the author and owner of this plan.
  - c. Where possible, the parties will share information with each other in relation to Taranaki-Whānui ki Te Upoko o Te Ika uri in education, and iwi strengths and priorities, to support analysis and inform priority setting and planning.
  - d. The parties will work together to identify where specific Trust priorities or desired actions fall outside the scope of current government policy, so that these issues can be raised at the annual ministerial hui.
  - e. Other matters that may be agreed from time to time between the parties.



**Limits to agreement, process for resolving matters, review provisions and process for varying this agreement.**

18. The limits to this agreement, process for resolving matters, review provisions, and process for varying this agreement are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika-Crown Accord, signed on 29 March 2011.

**Professor Sir Ngatata Love**

**Chair  
Port Nicholson Block  
Settlement Trust**

**Date:     /     /**

**Karen Sewell**

**Secretary for Education  
Ministry of Education**

**Date:     /     /**

**Roy Sharp**

**Chief Executive  
Tertiary Education  
Commission**

**Date:     /     /**



PORT NICHOLSON BLOCK  
SETTLEMENT TRUST

**Taranaki Whānui ki Te Upoko o Te Ika – Crown  
Social Development Accord**



MINISTRY OF SOCIAL DEVELOPMENT  
*Te Manatū Whakahiato Ora*

## **Schedule 3:**

### **Taranaki Whānui ki Te Upoko o Te Ika – Crown Social Development Accord**

#### **Context**

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika and the Ministry for Social Development (the Ministry) have agreed to pursue a relationship based on matters of mutual interest.
2. The Ministry has stated that “partnering more closely with other government agencies and community agencies to do better for all New Zealanders”<sup>3</sup> will contribute towards achieving beneficial outcomes for all.
3. The Trust is focussed on mobilising and promoting opportunities for social cohesion through facilitating linkages with agencies to enable community engagement and participation.

#### **Agreements**

4. The areas on which the parties have agreed to collaborate are:

##### Iwi-Crown Leadership

- a. The Ministry operates local inter-sectoral forums of specific relevance to the Trust’s Strategic Plan and the Regional Commissioner for Social Development will explore options for senior Taranaki Whānui ki Te Upoko o Te Ika representation.
- b. The Trust will include senior Ministry representatives on Taranaki Whānui led forums focused on providing for the social well-being of its people.

##### Social Policy

- c. Six monthly meetings between the Trust and the Ministry on the following areas of mutual interest:
  - Rangatahi development

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<sup>3</sup> Ministry of Social Development, Statement of Intent 2010 – 2013, pp 8.

- Stimulating economic growth through the creation of sustainable employment opportunities
- Fostering community development through effective iwi/hapu development models
- Connectivity to the labour market for Maori
- Working together to leverage common interests with the Ministry's cross-government leadership role with the public sector

The dates and venues for the meetings are to be agreed between the parties.

#### Social Well-being Planning

- The Ministry will assist the Trust in the development and implementation of the Taranaki Whānui ki Te Upoko o Te Ika Five Year Strategic Plan.

#### **Limits to accord, process for resolving matters, review provisions and process for varying this accord**

5. The limits to this accord, process for resolving matters, review provisions, and process for varying this accord are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika – Crown Accord, signed on 29 March 2011.

**Professor Sir Ngatata Love**  
**Chair**  
**Port Nicholson Block Settlement Trust**

**Peter Hughes**  
**Chief Executive**  
**Ministry of Social Development**

**Date:**     /     /

**Date:**     /     /





**Taranaki Whānui ki Te Upoko o Te Ika – Crown  
Environment Portfolio Agreement**



## Schedule 4:

### Taranaki Whānui ki Te Upoko o Te Ika – Crown Environment Portfolio Agreement

#### Context

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika and the Ministry for the Environment (the Ministry) have agreed to pursue a relationship based on matters of mutual interest.
2. The Ministry thanks Taranaki Whānui ki te Upoko o te Ika for their continued contribution to the vision and mahi of the Ministry. The Ministry acknowledges the special relationship with the people of Taranaki Whānui ki Te Upoko o te Ika as kaitiaki of Wellington city, and enters into this portfolio agreement in the spirit of enhancing and continuing that relationship.
3. The mission statement of the Ministry is: *Environmental stewardship for a prosperous New Zealand – Tiakina te Taiao kia tōnui a Aotearoa*. This statement recognises the importance of working with Māori, under Te Tiriti o Waitangi/ Treaty of Waitangi.
4. The Ministry believes that New Zealand's economy and cultural identity are strongly linked to our natural resources. The Ministry seeks to learn from the approach that Māori take to natural resource management in looking to new policy tools and institutional arrangements.
5. The Ministry's medium-term strategic priorities are:
  - a) Land use and health of water resources – creating flexible frameworks to respond to changing use and pressures;
  - b) Climate change mitigation and risk management – responding to the on-going and evolving challenge of climate change; and
  - c) Reviewing institutions and frameworks – ensuring our tools and institutions evolve to successfully adapt to changing situations.
6. The Trust is intent on playing an active role by ensuring the sustainable management of natural and physical resources and the reinstatement of areas of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika. In particular, the Trust will be developing an environment and spatial plan for the Port Nicholson rohe.

7. The Trust as Mana Whenua provides cultural and spiritual guidance on matters pertaining to our rohe and importance of our natural and living resources.
8. The Trust's Five Year Strategic Plan 2011-2015 identifies three objectives related more specifically to the environment:

**Objective 1:** Sustainable management of our natural and physical resources.

**Objective 2:** Cultural sites of significance are protected and promoted.

**Objective 3:** An ECO-friendly rohe

### **Agreements**

9. The area in which the Ministry and the Trust has agreed to collaborate and effectively consult on is environmental policy.

### **Environmental Policy**

- a. Meetings will be held between the Trust and the Ministry to discuss the development of policy, implementation of policy and monitoring. Areas for discussion could include:
  - i. Climate change
  - ii. Improving NZ freshwater management
  - iii. Rivers, wetlands, harbours, lakes and coastal management
  - iv. Iwi environmental and spatial planning
  - v. Resource management reform
  - vi. Collaboration on research opportunities and geographic information systems
  - vii. Iwi management planning
  - viii. Environmental Protection Authority
  - ix. Other matters of mutual interest
- b. The Trust and the Ministry will meet as required to confirm issues for collaboration, identify issues of mutual interest and update on progress based on our mutual interest. The dates and venues for the meetings are to be agreed between the parties to this agreement.

**Limits to this agreement, process for resolving matters, review provisions and process for varying this agreement**

10. The limits to this agreement, process for resolving matters, review provisions, and process for varying this agreement are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika – Crown Accord, signed on 29 March 2011.

**Professor Sir Ngatata Love**  
**Chair**  
**Port Nicholson Block Settlement Trust**

**Paul Reynolds**  
**Chief Executive**  
**Ministry for the Environment**

**Date:**     /     /

**Date:**     /     /





**Taranaki Whānui ki Te Upoko o Te Ika – Crown  
Corrections Portfolio Agreement**



## **Schedule 5:**

### **Taranaki Whānui ki Te Upoko o Te Ika – Crown Corrections Portfolio Agreement**

#### **Context**

1. The Port Nicholson Block Settlement Trust (the Trust) for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika and the Department of Corrections (the Department) have agreed to pursue a relationship based on matters of mutual interest.
2. The Department is committed to improving public safety by reducing re-offending. In doing so the Department also acknowledges that „to succeed overall it must succeed with Māori offenders“.
3. The Trust is committed to restoring, revitalising, strengthening and enhancing the cultural, social and economic well-being of Taranaki Whānui ki Te Upoko of Te Ika through four strategic goals.
4. The Department’s strategic outcomes align to three of the four strategic goals identified in the Trust’s Five Year Strategic Plan 2011-2015 which are to:
  - Achieve social and whānau well-being
  - Enhance cultural well-being and
  - Restore and enhance our natural resources and environmental well-being

#### **Agreements**

5. Matters of mutual interest are:
  - Strategic policy issues
  - Offender rehabilitation and re-integration
  - Development and/or re-development of the Department assets within the Port Nicholson Block rohe and
  - Right of First Refusal over the Department owned land within the Port Nicholson Block rohe.

#### **Regular Meetings**

6. The parties will meet every six months, to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation of key priorities.

7. The dates and venues for the meetings are to be agreed between the parties.

**Limits to accord, process for resolving matters, review provisions and process for varying this accord**

8. Limits to this accord, processes for resolving matters, reviewing provisions, and processes for varying this accord are specified in the overarching Taranaki Whānui ki Te Upoko o Te Ika – Crown Accord, signed on 29 March 2011.

**Professor Sir Ngatata Love**

**Chair**

**Port Nicholson Block Settlement Trust**

**Ray Smith**

**Chief Executive**

**Department of Corrections**

**Date:**     /     /

**Date:**     /     /



## **Letter of Commitment**

**Taranaki Whānui ki Te Upoko o Te Ika Taonga**





## **Schedule 6:**

### **Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Taranaki Whānui ki Te Upoko o Te Ika Taonga**

#### **The Parties**

1. The parties to this Letter of Commitment (Letter) are:
  - The Taranaki Whānui ki Te Upoko o Te Ika as represented by the Trustees of the Port Nicholson Block Settlement Trust (the Trust);
  - The Department of Internal Affairs Te Tari Taiwhenua; and
  - The Museum of New Zealand Te Papa Tongarewa (Te Papa Tongarewa).

A summary of the role and functions of each of the parties is provided in Annex A.

#### **Context**

2. On 1 February 2011, the National Library of New Zealand and Archives New Zealand were integrated into the Department of Internal Affairs.
3. On 19 August 2008 Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the parties) signed a Deed of Settlement (the Deed), settling the historical claims of Taranaki Whānui ki Te Upoko o Te Ika.
4. As part of the Treaty settlement, and as recorded in Section 5.1 of the Deed, the Crown acknowledges and supports the desire of the Trust to provide for the enhanced well-being, revitalisation and protection of its members.
5. The Deed states that the Crown intends to support these aspirations by facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic and cultural development.
6. This Letter of Commitment is intended to give greater definition to how the parties intend to collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Taranaki Whānui ki Te Upoko o Te Ika taonga.

#### **Purpose**

7. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Taranaki Whānui ki Te Upoko o Te Ika taonga; whether held by Taranaki Whānui ki Te Upoko o Te Ika whānau and hapū or the Crown parties.

8. The parties recognise the following, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
  - 8.1 the significance of Taranaki Whānui ki Te Upoko o Te Ika taonga to the maintenance and development of Taranaki Whānui ki Te Upoko o Te Ika culture and to enriching the cultural life of New Zealand;
  - 8.2 that Taranaki Whānui ki Te Upoko o Te Ika taonga is held and looked after by Taranaki Whānui ki Te Upoko o Te Ika whānau and hapū, and also by the Crown parties to this Letter;
  - 8.3 Taranaki Whānui ki Te Upoko o Te Ika's cultural and spiritual authority in relation to Taranaki Whānui ki Te Upoko o Te Ika taonga;
  - 8.4 that active and meaningful engagement by the Crown parties with Taranaki Whānui ki Te Upoko o Te Ika in the care and management, use, development and revitalisation of, and access to, Taranaki Whānui ki Te Upoko o Te Ika taonga is required as agreed in the work plans; and
  - 8.5 the need for an enduring and collaborative relationship to be developed between Taranaki Whānui ki Te Upoko o Te Ika and the Crown parties.

### **Effect**

9. The parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable at law.
10. Resourcing of activities under this Letter will be within existing resource limits and align with the Government priorities of the day.
11. Taranaki Whānui ki Te Upoko o Te Ika acknowledges that all agreements and commitments contained in this Letter are subject to legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

### **Development of Work Plans**

12. Within 12 months of the signing of this document each of the Crown parties will confirm joint work plans with the Trust in relation to matters consistent with the purpose of this Letter. The work plans may:
  - 12.1 Provide the detail of the commitments agreed by Taranaki Whānui ki Te Upoko o Te Ika and each respective Crown party;
  - 12.2 Set out a timetable and milestones for delivering on any agreed commitments;
  - 12.3 Confirm the responsibilities for the various parties in meeting the agreed commitments;

- 12.4 Identify a process for resolving any issues or disputes;
  - 12.5 Identify key contact persons for the parties;
  - 12.6 Provide for mutually agreed outcomes; and
  - 12.7 Provide for the work plans to be reviewed at the annual meeting.
13. Final topics for the work plans will be mutually agreed by Taranaki Whānui ki Te Upoko o Te Ika and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the parties.

## **Work plan topics**

### ***Work Plan Topics Shared by all Parties***

14. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
- 14.1 Collaborative Care and Management of Taranaki Whānui ki Te Upoko o Te Ika taonga held by Crown parties
- a) To provide access, advice and guidance on taonga and cultural heritage issues.
  - b) To work collaboratively with Taranaki Whānui ki Te Upoko o Te Ika, as far as reasonably practicable, to develop and maintain inventories for Taranaki Whānui ki Te Upoko o Te Ika taonga.
  - c) To work collaboratively with Taranaki Whānui ki Te Upoko o Te Ika to research Taranaki Whānui ki Te Upoko o Te Ika taonga.
  - d) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop metadata for Taranaki Whānui ki Te Upoko o Te Ika taonga.
  - e) To work collaboratively with Taranaki Whānui ki Te Upoko o Te Ika on taonga care, management, and storage.
  - f) To develop mutually beneficial research projects that enhance the understanding of Taranaki Whānui ki Te Upoko o Te Ika taonga and Taranaki Whānui ki Te Upoko o Te Ika culture.
- 14.2 Sharing knowledge and expertise associated with Taranaki Whānui ki Te Upoko o Te Ika cultural heritage
- a) To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.

- b) To share information on database use and research methodologies specific to, or that can be applied towards, Taranaki Whānui ki Te Upoko o Te Ika taonga.
- c) To work together on exhibition planning processes and related activities specific to Taranaki Whānui ki Te Upoko o Te Ika taonga.
- d) To seek advice from Taranaki Whānui ki Te Upoko o Te Ika regarding specific policy and tikanga guidance as it relates to Taranaki Whānui ki Te Upoko o Te Ika taonga.

14.3 Opportunities for increased learning and capacity building relating to Taranaki Whānui ki Te Upoko o Te Ika taonga through:

- a) Conservation and training in taonga preservation.
- b) Collection management systems.
- c) Digitisation initiatives.
- d) Training and development, with possible internships.

***Work Plan Topics Specific to Crown Parties***

15. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

**Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand function**

15.1 Collaborative Care and Management of Taonga

- a) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop processes to record what material relating to Taranaki Whānui ki Te Upoko o Te Ika taonga is being accessed from the collections.
- b) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop protocols concerning use of and access to material relating to Taranaki Whānui ki Te Upoko o Te Ika taonga.
- c) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop exhibition opportunities relating to Taranaki Whānui ki Te Upoko o Te Ika taonga.
- d) To provide Taranaki Whānui ki Te Upoko o Te Ika the opportunity to share their matauranga regarding key activities and events at National Library.

15.2 Sharing knowledge and expertise associated with Taranaki Whānui ki Te Upoko o Te Ika taonga.

- a) To share knowledge and expertise on Taranaki Whānui ki Te Upoko o Te Ika taonga held overseas.
- b) To broker relationships with New Zealand and international libraries and heritage organisations.

**Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function**

15.3 Collaborative Care and Management of Taonga

- a) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop processes to record what material relating to Taranaki Whānui ki Te Upoko o Te Ika taonga is being accessed from the collections.
- b) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop protocols concerning use of and access to materials relating to Taranaki Whānui ki Te Upoko o Te Ika taonga.
- c) To consult with Taranaki Whānui ki Te Upoko o Te Ika regarding, and provide Taranaki Whānui ki Te Upoko o Te Ika with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Taranaki Whānui ki Te Upoko o Te Ika taonga that is superfluous to the needs of Archives New Zealand.
- d) To develop a process to provide information to Taranaki Whānui ki Te Upoko o Te Ika on the type of research being conducted when Taranaki Whānui ki Te Upoko o Te Ika taonga is being accessed.

15.4 Monitoring delivery of service

- a) To develop processes to monitor the effectiveness of the relationship with and services to Taranaki Whānui ki Te Upoko o Te Ika in achieving outcomes mutually agreed in the work plans.

15.5 Analysis and reporting

- a) To prepare and prioritise a list of key questions to ask regularly in written reports to Taranaki Whānui ki Te Upoko o Te Ika which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

15.6 Advice for public offices and local authorities on access to Taranaki Whānui ki Te Upoko o Te Ika taonga

- a) To consult with Taranaki Whānui ki Te Upoko o Te Ika, and advise public offices and local authorities on best practice in making access decisions



for access to Taranaki Whānui ki Te Upoko o Te Ika taonga held as public archives and local authority archives.

### **Work Plan Topics Particular to Te Papa Tongarewa**

16. To work with Taranaki Whānui ki Te Upoko o Te Ika consistent with the principle of Mana Taonga which:

- a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae – Rongomaraeroa; and
- b) shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

17. Collaborative Care and Management of Taonga

- a) To maintain an inventory of Taranaki Whānui ki Te Upoko o Te Ika taonga held at Te Papa Tongarewa.
- b) To work with Taranaki Whānui ki Te Upoko o Te Ika to develop exhibition opportunities.
- c) To provide opportunities to promote Taranaki Whānui ki Te Upoko o Te Ika artists at Te Papa Tongarewa.

18. To provide Taranaki Whānui ki Te Upoko o Te Ika the opportunity to share their mātauranga regarding key activities and events at Te Papa Tongarewa.

- a) To recognise the Trust as an iwi authority for Taranaki Whānui ki Te Upoko o Te Ika in relation to taonga issues.
- b) To consult with Taranaki Whānui ki Te Upoko o Te Ika regarding, and provide Taranaki Whānui ki Te Upoko o Te Ika with the opportunity to acquire, Taranaki Whānui ki Te Upoko o Te Ika taonga that may be deaccessioned by Te Papa Tongarewa.

19. Sharing knowledge and expertise associated with Taranaki Whānui ki Te Upoko o Te Ika cultural heritage kaupapa

- a) To share knowledge and expertise associated with Taranaki Whānui ki Te Upoko o Te Ika cultural heritage kaupapa, including the following:
- b) Legislation (e.g. the Protected Objects Act) museum policies and practices.
- c) Visitor Market Research & Evaluation methodology and data.

- d) Taranaki Whānui ki Te Upoko o Te Ika taonga held overseas.
- e) To actively facilitate Taranaki Whānui ki Te Upoko o Te Ika relationships with New Zealand and international museums, galleries and heritage organisations.
- f) To actively facilitate opportunities for access and reconnection of Taranaki Whānui ki Te Upoko o Te Ika taonga through the relationships stated in 16.7.3 b).

### **Te Papa Tongarewa: Future Aspirations**

20. In the future Te Papa Tongarewa and Taranaki Whānui ki Te Upoko o Te Ika will work together on:

- a) New Zealand Museum Standards Scheme.
- b) Commercial Initiatives – publications.
- c) Exhibition initiatives.
- d) Contributing to a central portal – web links.

### **Ongoing Relationships**

21. The parties agree to meet annually (hui of the parties), at a date to be mutually agreed.

22. The inaugural hui of the parties will be held within 12 months of the signing of the document.

23. The parties will jointly take responsibility for confirming the annual hui and hui agenda.

24. Each party will meet its own cost of attending the annual hui.

### **Communication**

25. The parties commit to:

25.1 Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;

25.2 As far as reasonably practicable, provide opportunities for meetings of relevant management and staff;

25.3 As far as reasonably practicable, train relevant employees of the parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;

25.4 As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and

25.5 Include a copy of the Letter on the Crown parties' websites.

### **Changes to Policy and Legislation Affecting this Letter**

26. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Trust on legislative and policy development or review which potentially affects Taranaki Whānui ki Te Upoko o Te Ika taonga and provide for opportunities for the Trust to contribute to such developments.

27. If any of the Crown parties consults with the public or with Maori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown Party shall:

27.1 Notify the Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

27.2 Make available to the Trust the information provided to Maori as part of the consultation process referred to in this paragraph; and

27.3 Advise the Trust of the final outcome of any such consultation.

### **Dispute Resolution**

28. In the event that the parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between the Trust and the Chief Executive or relevant Minister for the Crown party (or, in the case of Te Papa Tongarewa, the Chairperson of the Board) with any party giving at least one month's notice of request for a meeting.

### **Review Provision**

29. This Letter will be reviewed by the parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the annual hui of the parties, to ensure that the commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.

30. The parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

## Definitions

- “Crown parties”** The Crown agencies responsible for the National Library and Archives New Zealand, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the “Crown parties”. A summary of the role and functions of each of the parties is provided in Annex A.
- “National Library”** includes the Alexander Turnbull Library.
- “Taonga”** Taonga includes but is not limited to artefacts, heirlooms, human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images.
- “Inventories”** means list of information
- “Deaccessioned”** the permanent removal of an item from the collections of Te Papa Tongarewa

Professor Sir Ngatata Love  
Chair  
**Port Nicholson Block Settlement Trust**

Brendan Boyle  
Chief Executive  
**Department of Internal Affairs**  
**Te Tari Taiwhenua**

Date:

Date:

Mike Houlihan  
Chief Executive  
**Museum of New Zealand**  
**Te Papa Tongarewa**

Michelle Hippolite  
Kaihautū  
**Museum of New Zealand**  
**Te Papa Tongarewa**

Date:

Date:

## **Annex A: Summary of the Role and Functions of each of the Parties to this Letter of Commitment**

### **Port Nicholson Block Settlement Trust**

1. The Trust was established on 11 August 2008.
2. The purpose of the Trust is to receive, manage and administer the assets and rights on behalf of and for the benefit of the present and future members of Taranaki Whānui ki Te Upoko o Te Ika Trustees are elected for a period of three years.
3. The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 was enacted on 5 August 2009. The settlement package was transferred to the Trust on 2 September 2009. A copy of the Trust Deed and the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 are available at the Trust Office or online at [www.pnbst.maori.nz](http://www.pnbst.maori.nz)
4. The people represented by the Trust are Taranaki Whānui ki te Upoko o Te Ika. Taranaki Whānui ki Te Upoko o Te Ika includes Taranaki Whānui who migrated to the Wellington area in the 1830s and have maintained ahi kā.
5. Taranaki Whānui established ourselves around the Wellington Harbour. Our kāinga, our pā, our gardens have now been largely subsumed by urban development. Taranaki Whānui ki Te Upoko o Te Ika (Taranaki Whānui) are those people who descend from one or more of the recognised tupuna of:
  - Te Ātiawa
  - Taranaki
  - Ngāti Ruanui
  - Ngāti Tama and
  - Other iwi from the Taranaki area
6. Taranaki Whānui members also descend from one or more of the original signatories of the 27 September 1839 Port Nicholson Block purchase deed:
  - a) persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or
  - b) other persons not named in this definition who exercised customary rights based on descent referred to in clause (a)(i) of this definition in the Port Nicholson Block, Wellington District on or after 6 February 1840; and
  - c) every whānau, hapū or group, including the Wellington Tenths Trust and the Palmerston North Māori Reserves Trust composed of individuals to the extent that those whānau, hapū or groups of individuals are referred to in clause (a) of this definition.
7. As at 20 September 2010 there are almost 14,000 verified registered members of the Trust.



### **Department of Internal Affairs (Te Tari Taiwhenua)**

8. The Department of Internal Affairs (the Department) is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
9. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government, the Community and Voluntary sector including the Office for the Community and Voluntary Sector, National Library, Archives New Zealand and the Government Chief Information Office.
10. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
11. The Department:
  - a. provides direct services to people, communities and government;
  - b. provides policy advice to government;
  - c. regulates people's activity, encourages compliance and enforces the law
  - d. monitors performance; and
  - e. currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
12. On 1 February 2011, following the integration of the National Library and Archives New Zealand into the Department of Internal Affairs (DIA), the National Library and Archives New Zealand ceased to be departments in their own right. The Chief Executive of DIA is responsible and accountable for the implementation of, and commitments set out in, this Letter. The Chief Executive will also have an important role in managing the overall relationship with Taranaki Whānui ki Te Upoko o Te Ika.

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

13. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
14. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
  - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga; and

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

***Archives New Zealand (Te Rua Mahara o te Kawanatanga)***

16. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
17. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
18. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Taranaki Whānui ki Te Upoko o te Ika. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
19. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū, and community records. Archives New Zealand endeavours to improve access by Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
20. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of.

21. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
22. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

### **Museum of New Zealand (Te Papa Tongarewa)**

23. Te Papa Tongarewa is an autonomous Crown Entity under the Crown Entities Act 2004 and was established by the Museum of New Zealand Te Papa Tongarewa Act 1992.
24. Te Papa Tongarewa is a forum for the nation to present, explore, and preserve the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present, and meet the challenges of the future.
25. Te Papa Tongarewa's vision is:
  - (a) to be relevant to all New Zealanders through stories of our collections and scholarship;
  - (b) to engage through these with communities throughout New Zealand;
  - (c) to be a source of experiences for audiences to grow their understanding and respect for Mātauranga Māori, and the different cultures of New Zealand;
  - (d) to be an access to the best collections from around the world;
  - (e) to be creative, collaborative and outward looking; and
  - (f) to be fun, challenging, and always enriching.



## **Housing Letter of Commitment**



Department of  
Building and Housing  
*Te Tari Kaupapa Whare*

## **Schedule 7:**

### **Letter of Commitment from Chief Executive, Department of Building and Housing to Taranaki Whānui ki Te Upoko o Te Ika, in Relation to the Revitalisation of Public and Social Housing**

29 March 2011

Sir Ngatata Love  
Chair  
Port Nicholson Block Settlement Trust  
Railway Station Social Hall  
55 Waterloo Quay  
Thorndon  
**Wellington** 6144

Dear Sir Ngatata

#### **Commitment to engage on public housing revitalisation**

As you will be aware, in the coming years the government faces significant challenges in planning for, and implementing the revitalisation of large areas of state housing, including in the Hutt Valley, Wainuiomata and Wellington City areas.

The government is in the very early stages of planning for housing revitalisation in these areas.

In recognition of Taranaki Whānui ki Te Upoko o Te Ika as mana whenua, your involvement in social housing initiatives, and your significant land holding in parts of the Wellington area I would like to invite the Port Nicholson Block Settlement Trust (the Trust) to join with the Department of Building and Housing (the Department) in a Working Group to identify a broad approach to the revitalisation of housing in the above mentioned areas.

I will invite Housing New Zealand Corporation (the Corporation), the Ministry of Social Development, and Te Puni Kōkiri to take part in the Working Group. Other organisations can be included by our mutual agreement.

The Working Group's terms of reference will broadly encompass:

- Growth areas: Identification of priority areas within Port Nicholson Block Settlement Trust's rohe where additional social housing is likely to be required; and

- Redevelopment areas: Identification of areas of existing Corporation housing, within the Port Nicholson Block Settlement Trust's rohe, which are likely to require redevelopment.

I suggest that the planning frame used for both the growth and the redevelopment areas be defined as follows:

- Short-term (1-3 years)
- Medium-term (4-10 Years)
- Long-term (greater than 10 years).

I propose the following milestones for the Working Group:

- Working Group to be formed by 30 June 2011
- Detailed Terms of Reference to be developed by the Working Group and confirmed with Chief Executive of the Department and the Chair of the Trust by 30 September 2011.
- Progress report presented to the early 2012 Taranaki Whānui – Crown Whole of Government Relationship Forum.
- Working Group to deliver its final report to the Chief Executive of the Department and the Chair of the Trust by 30 June 2012.

While the Working Group's report is non-binding in nature, I see obtaining a shared understanding of some of the key issues affecting housing outcomes in the Trust's area of interest is an important first step. I also see the Working Group needing to be closely linked to the broader work programme associated with increasing the provision of social and affordable housing by third party providers, which is an area whereby iwi have the potential to be key participants.

In terms of cementing an ongoing relationship, I consider that there is merit in maintaining high level contact between the Trust and the Department. I therefore propose that we establish an annual meeting for the last quarter of the calendar year with precise timing confirmed by the Trust.



I look forward to working with you and the Trust on these important issues.

Yours sincerely

**Katrina Bach**

Chief Executive

Department of Building and Housing

**Professor Sir Ngatata Love**

Chair

Port Nicholson Block Settlement Trust

**Date:**     /     /

cc: Lesley McTurk, Chief Executive, Housing New Zealand Corporation  
Peter Hughes, Chief Executive, Ministry of Social Development and Employment  
Leith Comer, Chief Executive, Te Puni Kōkiri

