

HE PUUMAUTANGA

KAI TOHU (PARTIES)

1. **KIINGITANGA**
2. **THE SOVEREIGN IN RIGHT OF NEW ZEALAND (Crown)**
3. **AUCKLAND COUNCIL (Council)**

KUPU TAKI (BACKGROUND)

He oranga whenua, he oranga marae, he oranga tangata.

(The well-being of the land, the well-being of marae, and the well-being of the people are all intimately connected.)

- A. The Parties subscribe to a shared vision for the kāwanatanga (governance) and kaitiakitanga (guardianship) of the 33.4214 hectares of land at Puketapu – Ihumaatao located at 545 Oruarangi Road, Mangere, comprised in Lot 1-2 on Deposited Plan 481169 and contained in record of title 674557 (**Whenua**), which recognises and protects the cultural, spiritual and historical significance of the Whenua.
- B. The Parties will collectively support and work towards their respective aspirations in developing a future for the Whenua that enhances the mauri of the Whenua, the oranga of the Ahi Kaa (to be determined in collaboration with the Kiingitanga following the completion of the process in clause 3.7), and in furtherance of the Parties collective goal to resolve this matter of national interest.
- C. He Puumautanga will govern the establishment of a group, to be known as Roopu Whakahaere, to whakatinana (plan and implement) the objectives of He Puumautanga (agreement).
- D. The Crown proposes to acquire the Whenua for housing purposes to be held by the Crown in accordance with He Puumautanga to achieve an outcome that appropriately recognises and reconnects the Ahi Kaa to the Whenua and for the benefit of the people of Tamaaki Makaurau (and by extension Aotearoa), until the future use of the Whenua can be determined (**Pupuru (to hold onto) Whenua Principle**).
- E. The Parties are committed to working together for the protection and enhancement of the Whenua, through a process to develop, discuss, and reach consensus on housing, heritage and land use options for the benefit of the Ahi Kaa which encompass their connectedness to the Whenua in a way that provides for their cultural, economic and spiritual sustenance and the people of Taamaki Makaurau (and by extension Aotearoa) to resolve this matter of national interest.
- F. The Parties acknowledge and agree that He Puumautanga does not constitute a settlement of historical claims pursuant to the Treaty of Waitangi Act 1975 and that it is not the intention of the Crown to allow the Whenua to be made available for the settlement of any treaty claims whether now existing or arising in the future.
- G. He Puumautanga is binding on the Parties.

Ko teenei whenua tooku whenua taurikura, tooku whenua tuupuna. Ihumaatao.

(This land is my land of tranquility, my ancestral land.)

1. **NGĀ MĀTĀPONO (PRINCIPLES)**

1.1. The Parties agree that they will be guided by the following mātāpono when acting in furtherance of the objectives set out in He Puumautanga (being, collectively, the **Mātāpono**):

- (a) **Manaakitanga** – we will ensure that our relationship is built on mutual respect and manaaki. We elevate each other and promote a fair working environment.
- (b) **Rangatiratanga** – we will always express the attributes of rangatira throughout this relationship and acknowledge the rangatiratanga of each entity.
- (c) **Kaitiakitanga** – we will actively exercise responsibility in a manner beneficial to resources (including natural and financial) and the people of the Whenua.
- (d) **Kotahitanga** – we will contribute our shared knowledge and skills, and work positively as one toward our shared purpose and vision.
- (e) **Kia Pono** – we will act honestly and fairly.
- (f) **Kia Tika** – we will conduct ourselves with integrity.
- (g) **Kia Maarama** – we will operate with understanding, ensuring clarity and transparency.

The Parties further record their shared commitment to fulfil the objectives of He Puumautanga which builds upon the hononga (bond) initially developed under the korowai of the Kīlingitanga that supports connection of the Whenua to the Ahi Kaa, and in order to establish a platform for a greater working relationship to achieve the cultural, commercial, social and environmental outcomes agreed by the Parties for their mutual benefit and for Aotearoa.

2. **ACQUISITION OF THE WHENUA**

- 2.1. The Crown is negotiating with Fletcher Residential Limited (**FRL**) to enter into a sale and purchase agreement to acquire the Whenua (**SPA**) and will keep the Parties informed as to progress and the outcome of these negotiations (including entry into the SPA).
- 2.2. The Parties agree that the provisions of He Puumautanga set out below in clauses 3 to 5 will come into force on completion of settlement of the Crown's acquisition of the Whenua from FRL pursuant to the SPA (**Settlement Date**).

3. **ROLES AND NGĀA HUA (OPERATIVE PROVISIONS)**

- 3.1. Following execution of He Puumautanga, the Parties agree to promptly adopt their respective roles agreed below to ensure that immediate progress is made concerning the future of the Whenua.
- 3.2. The Parties commit to engage in good faith to achieve the vision, purpose and objectives of He Puumautanga.

- 3.3. The Parties will use their best endeavours to keep each other informed of any developments or new information that may be directly or indirectly relevant to the achievement of the purpose of He Puumautanga.

Auckland Council

- 3.4. The Council has agreed to participate in He Puumautanga in recognition of the significance of the Whenua to the Auckland region and will engage in the process set out in He Puumautanga as required and as issues are encountered, including without limitation any issues and opportunities for heritage protection of the Whenua. The Parties acknowledge that the Council has entered into He Puumautanga in its non-regulatory capacity.

The Crown

- 3.5. The parties acknowledge that the Crown's acquisition of the Whenua will be for housing purposes and that the Crown will hold the Whenua for housing purposes in accordance with the Pupuru Whenua Principle from the Settlement Date until the Roopu Whakahaere determines the future use of the Whenua (**Interregnum Period**). The acquisition of the Whenua by the Crown for housing purposes and the holding of the Whenua by the Crown for housing purposes during the Interregnum Period will not limit future discussions and decisions being made and implemented in relation to the use and ownership of the Whenua (including the use of the Whenua for housing, heritage and conservation) through the Roopu Whakahaere process.
- 3.6. During the Interregnum Period:
- (a) the Crown is responsible for the routine management of the Whenua and the Crown shall work with the Ahi Kaa in relation to matters concerning the management of the Whenua, reflective of the principles contained within He Puumautanga; and
 - (b) the Crown:
 - (i) will continue to hold the Whenua for the purpose for which it was acquired; and
 - (ii) will not encumber the Whenua or transfer the Whenua to a third party, unless otherwise agreed between the Parties.

The Kiingitanga

- 3.7. In accordance with the Kawenata signed between the Kiingitanga, Makaurau Marae Whaanau and Te Kawerau aa Maki, the Kiingitanga agrees to:
- (a) Act as intermediary between Ahi Kaa, the Crown and the Council to secure and maintain their support to the process in this He Puumautanga;
 - (b) Use best endeavors to facilitate discussions with Ahi Kaa, including preliminary discussions prior to the establishment of the Roopu Whakahaere; and
 - (c) Determine who has Ahi Kaa status in accordance with tikanga and historical and contemporary association whereby the parties invited to participate in the Ahi Kaa process are Te Ākitai Waiohua, Makaurau Marae Whaanau, Te Kawerau aa Maki Iwi and Ngati te Ata.
- 3.8. The Parties acknowledge that Te Ākitai and Ngati te Ata (including Te Ākitai Waiohua) claim interests in the area and are not currently signatories to the Kawenata referred to in clause

3.7. If the tikanga process determines that either of those groups has Ahi Kaa status and they elect to subsequently participate in the Kawenata and/or in the processes set out in He Puumautanga, the Parties will use their best endeavours to facilitate that participation.

4. **ROOPU WHAKAHAERE (Steering Committee)**

Establishment

- 4.1. A Roopu Whakahaere is to be established, which shall operate during the Interregnum Period to give effect to the Parties shared vision for the Whenua. The Parties acknowledge that the current intention is for the Roopu Whakahaere to complete its role within a five year period.
- 4.2. The Roopu Whakahaere will operate in accordance with He Puumautanga and will consist of six members known for their high integrity, including:
- (a) Three Ahi Kaa representatives, supported by the Kiingitanga;
 - (b) One representative representing the Kiingitanga; and
 - (c) Two representatives representing the Crown.
- People appointed to governance roles must declare their fitness for the office.
- 4.3. The Roopu Whakahaere will collectively appoint a chair from among the Ahi Kaa representatives.
- 4.4. The Council will provide an observer to attend meetings of the Roopu Whakahaere and to work with and support the Roopu Whakahaere to achieve the vision and objectives of He Puumautanga. For the sake of clarity, the Council is not a member of the Roopu Whakahaere, has no right to appoint any representative to the Roopu Whakahaere and has no voting rights at the meetings of the Roopu Whakahaere.

Collective responsibility

- 4.5. It is the responsibility of the Roopu Whakahaere to consider and make all decisions by consensus, acknowledging that:
- (a) representative members of the Roopu Whakahaere may be subject to statutory obligations and the need to seek approval of their own principals or constituents; and
 - (b) the Ahi Kaa representatives must consult with whaanau and tribal members and act as their voice in discussions that will lead to a collective and enduring outcome for the Whenua.

Collective role

- 4.6. Promptly following the establishment of the Roopu Whakahaere and the acquisition of the Whenua, the Roopu Whakahaere shall:
- (a) work together to determine the future use of the Whenua, which may include housing for mana whenua families, papakalnga housing, some public/community housing, heritage (taking into account the heritage listing upgrade, as well as the application for Waahi Tuupuna status) and conservation, while having regard to iwi Maori interest, Maori development and access to appropriate funding;
 - (b) work to develop and confirm a management plan that reflects the agreed kaitiakitanga arrangements for the future governance;

- (c) develop funding and investment opportunities and seek to identify philanthropic contributions and generate income having regard to the use of the Whenua; and
- (d) consider and determine future ownership options for the Whenua based upon the proposed use of the Whenua.

Costs

- 4.7. The Parties agree that each will cover their respective costs of participation in Roopu Whakahaere and the Crown and Kiingitanga will contribute a one-half share of any agreed third party costs incurred by the Roopu Whakahaere, such as for professional services. For the sake of clarity, the Council is not required to contribute towards any third-party costs incurred by the Roopu Whakahaere, such as for professional services.
- 4.8. The Crown will consider assisting the Kiingitanga with meeting its share of third party costs on a case by case basis, with any arrangement to be recorded in writing by way of a binding agreement with the Crown and Kiingitanga on behalf of the Ahi Kaa.
- 4.9. The Roopu Whakahaere will not enter into any other agreement in relation to the Whenua with any other potential partners without the prior collective consent of the Crown and Kiingitanga.
- 4.10. In recognition of the pivotal role and mana of the Kiingitanga in assisting in finding a pathway forward in this matter of national interest, the Crown will consider paying, on a case by case basis, Kiingitanga's reasonable third party costs of engaging on an on-going basis with the parties to He Puumautanga. These costs will be considered as part of the process set out in clause 4.8 and any agreement in relation to these costs will be documented in accordance with that clause.

5. DISPUTE RESOLUTION

- 5.1. If a dispute or difference arises out of or in connection with He Puumautanga (including in relation to the operation of the Roopu Whakahaere) any Party may give written notice to the other Parties specifying the nature of the dispute and brief details of the dispute. The Parties then in dispute must endeavour in good faith to resolve the dispute between them through direct negotiation in a manner that is consistent with tikanga Māori and guided by nga Mātāpono.

6. PUBLIC ENGAGEMENT AND COMMUNICATION

- 6.1. The Parties will make every effort to ensure early and ongoing communication. Prior to any public engagement and communication in relation to this He Puumautanga, the Kiingitanga, the Council and the Crown will jointly develop and agree:
 - (a) a reactive media protocol;
 - (b) an engagement strategy and action plan that identifies key stakeholders and relationship managers; and
 - (c) a wider communications and media strategy for the next steps in relation to the Whenua and Ihumaatao matters.

- 6.2. If the Parties cannot agree on the above, no further action will be taken in relation to a proposed public engagement or communication.

7. **GENERAL OBLIGATIONS**

- 7.1. The Parties agree and acknowledge that the Crown and the Council are subject to statutory obligations in exercising their respective roles pursuant to He Puumautanga and will act consistently with and be bound by their respective statutory obligations.

SIGNED BY:

SIGNED for and on behalf of)
AUCKLAND COUNCIL)
under delegated authority)
)



SIGNED for and on behalf of)
THE OFFICE OF THE KIINGITANGA)
by their duly authorised representative)
who in signing warrants they are so)
authorised)



SIGNED for and on behalf of)
THE CROWN)
by their duly authorised representative)
who in signing warrants they are so)
authorised)

