



Department of
Conservation
Te Papa Ataurhai



MEMORANDUM OF UNDERSTANDING

BETWEEN

TE RUAPEKAPEKA TRUST

AND

THE DEPARTMENT OF CONSERVATION

Date of Execution: 6 October 2012

Parties

Te Ruapekapeka Trust

1. Te Ruapekapeka Trust, a charitable trust incorporated under the Charitable Trusts Act 1957, on 8 March 2001 (hereinafter referred to as "the Trust") is represented under this Memorandum of Understanding ("MOU") by appointed representatives of the hapu and iwi of Ngāti Manu, Ngāti Kahukuri-Ngati Hau, Ngāti Hine, Te Kapotai and Ngāpuhi Nui Tonu. This MOU is signed by the Chairperson and the trustees of the Trust on behalf of its beneficiaries

Te Ruapekapeka Trust exercises responsibilities and makes decisions for its beneficiaries in relation to ensuring that the mana whenua (customary authority of iwi and hapū with regard to Ruapekapeka Historic Reserve) and taha wairua (spiritual aspect) of Te Ruapekapeka Pā is maintained, respected and upheld.

Attached as Schedule A is a map defining the area agreed to by the parties for the purposes of this MOU, which is registered on the New Zealand Land Register under the name of "Ruapekapeka Historic Reserve". Te Ruapekapeka Pā and Te Ruapekapeka Pā Battlefield are also specified in the map attached as Schedule A.

The Director-General of Conservation

2. The Director General of Conservation is the administrative head of the Department of Conservation. (hereinafter referred to as "The Department"). The Department is the central government organisation with statutory responsibility under the Reserves Act 1977 for the protection and preservation in perpetuity of the Ruapekapeka Historic Reserve including items of historic, archaeological, cultural, educational, and other special interest on the reserve. This MOU is signed by the Northland Conservator on behalf of the Director General of Conservation.

Purpose of this MOU

3. This agreement sets out the framework for an ongoing relationship between the Department of Conservation and Te Ruapekapeka Trust.

4. The purpose of this agreement is to record the mutual commitment of the parties to

- (i) work together in good faith to ensure that the Ruapekapeka Historic Reserve including Te Ruapekapeka Pā be maintained, protected and preserved for the future and that Te Ruapekapeka stories agreed to by both parties are made available to the public
- (ii) work together in good faith to ensure that the taha wairua (spiritual aspect) of Te Ruapekapeka Pā is retained for the benefit and education of all New Zealanders
- (iii) address any conflict or tension openly and constructively; and
- (iv) act with dignity and respect for each other.
- (v) engage positively re the management of the reserve – strategic directions and the governance of the Ruapekapeka Historic Reserve including Te Ruapekapeka Pā Battlefield.
- (vi) acknowledge and work where possible to achieve the aspirations of both parties

Legal Effect

5. This MOU is not legally binding and does not create a legal relationship.

Goals of the Relationship

6. The parties commit to the following goals for the relationship under this MOU

- (i) to create and foster a high trust environment which allows the parties to work together within their own tikanga (customs, obligations and conditions) and statutory requirements to preserve, protect and promote the Ruapekapeka Historic Reserve site for the benefit of all people

Principles of the Relationship

7. The following principles will guide the relationship:

(1) acknowledgement of the shared interests of the parties in the preservation, protection and promotion of the Ruapekapeka Historic Reserve in a way that upholds the mana whenua (customary authority of iwi and hapū with regard to Ruapekapeka Historic Reserve) of the beneficiaries of Te Ruapekapeka Trust

(2) Commitment to the following values in the conduct of the relationship:

- (i) Rangatiratanga (Autonomy): Recognising that each partner will have different lines of accountability. Enabling each party to develop and grow in its own way while recognising and acknowledging difference;
- (ii) Kōtahitanga (Unity): Agreement to work together towards a shared vision; and
- (iii) Manaakitanga (Goodwill): A commitment to work together within an environment of trust, respect and generosity towards each other. Recognising and understanding the capabilities and constraints each party brings to the relationship.

Te Tiriti O Waitangi (the Treaty of Waitangi)

8. The parties acknowledge that the Te Tiriti O Waitangi (the Treaty of Waitangi) is a founding document of Aotearoa/New Zealand and as such lays an important foundation for the relationship between the Crown and Māori. The parties wish to record their agreed understanding of their respective rights and obligations in the context of this MOU:

- (i) that the Department is required to make decisions that take account of the interests of all New Zealanders in achieving conservation outcomes

- (ii) that decisions made by the Minister and the Department of Conservation on behalf of the Crown will require a balance to be struck between these considerations; and
- (iii) that the parties will act towards one another at all times reasonably and in good faith.

Processes for Working Together

9. The relationship will be given effect to by attendance of both parties and/or their delegates at bi-monthly (every two months) meetings subject to their being sufficient business of mutual interest to require one.

Annual Meeting

10. There will also be an annual meeting between the Chairperson/Trustees of the Te Ruapekapeka Trust and the relevant Area Manager of the Department of Conservation to review the health of the MOU.

Resourcing

11. Each party will bear its own costs associated with meeting for the purposes of this MOU, including travel.

Statutory and Contractual Obligations

12. The parties acknowledge that the Department of Conservation is a government department and that this MOU will not require the Department to act in any way contrary to its obligations pursuant to Ministerial or Cabinet direction, or under its statutory responsibilities, or pursuant to any contractual obligations it has established with other parties.

13. The parties further agree that they will take all steps within their power to ensure that Department is able to comply with the same.

Non-exclusive Relationship

14. Te Ruapekapeka Trust acknowledges the agreements under this MOU do not create an exclusive relationship and the Minister and the Department may develop other appropriate relationships. The Department will also advise the Trust of these relationships as they develop.

Representations

15. The parties agree that they will not make any statement on the other's behalf to any third party without the express authorisation of the other party.

Confidentiality

16. The parties agree that unless otherwise required by law or by mutual agreement, that they will keep confidential all information acquired as a result of this agreement.

17. The parties specifically acknowledge that information relating to or produced by the relationship may be required to be released under the Official Information Act 1982.

Review and Variation of MOU

18. This MOU records a commitment to a long-term ongoing relationship and therefore has no fixed term. The parties acknowledge that over time the nature and focus of the relationship will evolve to reflect changing circumstances. Therefore, the parties will meet solely for the purpose of reviewing this MOU every three years, or otherwise as mutually agreed. The first meeting will be three years from the date of signing the MOU.

19. The parties may at any time and by mutual agreement amend this agreement to reflect:

- (i) changes to the goals of the relationship as they reflect changing circumstances; and

- (ii) any other changes both parties agree are necessary.

Termination of MOU

20. This memorandum may be terminated by one party giving 60 days written notice to the other, or by mutual agreement at any time.

Dispute Resolution

21. The parties will act at all times in good faith and with the goal of preserving their relationship. However, in the event of a dispute the parties agree to the following process:

- (i) in the first instance the agreed representatives of the parties will meet and attempt to resolve the dispute;
- (ii) if following (i) the dispute is not resolved the parties will engage in mediation through an agreed process and using an independent mediator agreed to by both parties.

Term of MOU

22. This MOU:

- (i) commences upon signing by both parties; and
- (ii) may be terminated by the mutual agreement of the parties or by either party giving 60 days written notice of termination to the other.

Execution

SIGNED by John Drake
Dated 6-10-2012

_____ The Director General of
Conservation, acting by and through the
Northland Conservator (Acting)

SIGNED by Ripeka Taipani
Dated 6th Sept 2012.

_____ Chairperson,
Te Ruapekapeka Trust

In the presence of Paula J Wilson
Witness Signature [Signature]
Occupation Civil Servant.
Address _____

In the presence of _____
Witness Signature _____
Occupation _____
Address _____

SIGNED by [Signature]
Dated 06.10.2012
Te Raukura B. Kapiti

SIGNED by _____
Dated _____

SIGNED by Wahua
Dated 6-10-2012
Ngati Hau

SIGNED by _____
Dated _____

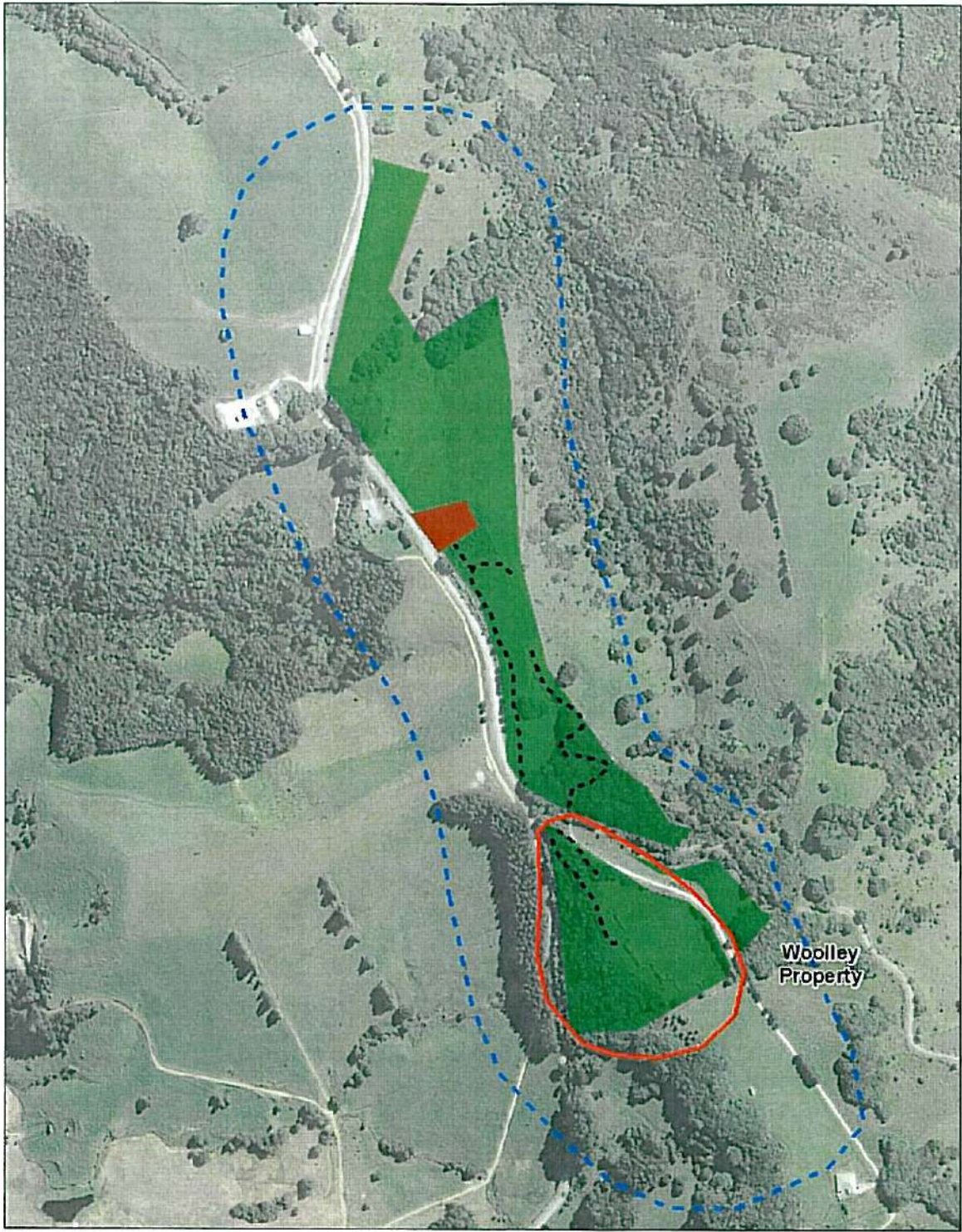
SIGNED by A. Halliday
Dated 6/10/2012.
NGATI HAU.

SIGNED by _____
Dated _____

SIGNED by _____
Dated _____






SIGNED by _____
Dated _____


Schedule A
Map



Ruapekapeka Historic Reserve

0 50 100 200 300 Metres

-  Te Ruapekapeka Pa
-  Te Ruapekapeka Pa Battlefield
-  Car Park
-  Tracks
-  Ruapekapeka Historic Reserve

 Department of Conservation
New Zealand Government
Te Kaitiaki Take Kōwhiri