

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE  
AND HERITAGE REGARDING INTERACTION WITH NGATI POROU ON SPECIFIED  
ISSUES**

**1. INTRODUCTION**

1.1. Under the Deed of Settlement dated 22 December 2010 between Ngati Porou, the governance entity and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "Chief Executive") will establish and maintain a positive and collaborative relationship with the governance entity on matters specified in the Protocol. These matters are:

1.1.1. Shared Vision – Part 2

1.1.2. Shared Principles – Part 3

1.1.3. Protocol Area – Part 4

1.1.4. Terms of issue – Part 5

1.1.5. Implementation and communication – Part 6

1.1.6. Implementation plan – Part 7

1.1.7. Information sharing – Part 8

1.1.8. The role of the Chief Executive under the Protected Objects Act 1975 – Part 9

1.1.9. The role of the Minister under the Protected Objects Act 1975 – Part 10

1.1.10. Effects on the Ngati Porou interest in the Protocol Area – Part 11

1.1.11. Registration as a collector of Nga Taonga Tuturu – Part 12

1.1.12. Access and repatriation – Part 13

1.1.13. Relationship with Television New Zealand – Part 14

1.1.14. Relationship with Radio New Zealand – Part 15

1.1.15. Relationship with Creative New Zealand – Part 16

1.1.16. Relationship with the Historic Places Trust – Part 17

1.1.17. Relationship with Regional and International Museums – Part 18

1.1.18. Board Appointments – Part 19

1.1.19. National Monuments, War Graves and Historical Graves – Part 20

1.1.20. History publications relating to Ngati Porou – Part 21

1.1.21. Cultural and/or Spiritual Practices and Professional Services – Part 22

1.1.22. Consultation – Part 23

1.1.23. Dispute resolution – Part 24

1.1.24. Changes to legislation affecting this Protocol – Part 25

1.1.25. Consultation with tangata whenua – Part 26

1.1.26. Definitions – Part 27

- 1.2. For the purposes of this Protocol the governance entity is the body representative of the whanau, hapu, and iwi of Ngati Porou who have an interest in the matters covered under this Protocol. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3. The Ministry and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4. The purpose of the Protected Objects Act 1975 (the “Act”) is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tuturu, and by establishing and recording the ownership of Nga Taonga Tuturu found after the commencement of the Act, namely 1 April 1976.
- 1.5. The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, and without limiting any other obligations under this Protocol, the Minister and Chief Executive will provide the governance entity with the opportunity for input into matters set out in clause 1.1.

## 2. **SHARED VISION**

- 2.1. The shared vision of the parties is to ensure that Ngati Porou and Ngati Poroutanga are sustained for current and future generations.
- 2.2. In developing a framework for giving effect to this vision, the Minister acknowledges the metaphor used by Ngati Porou of a carved ancestral house (Whare Maire) standing within a fortified pa (Pa-tuwatawata):

*“Ko te Whare Maire ka tu ki roto i te Pa-tuwatawata, he tohu no te Rangatira”*

*“A carved ancestral house standing within a fortified pa is the sign of chieftainship”*

- 2.3. Nga pou tuwatawata o te whare:

- 2.3.1. Te Mana Rangatira - The standing, decision-making powers and influence that enable Ngati Porou to sustain its collective rights of autonomy;
- 2.3.2. Nga Rawa mai i te Ao Turoa o nga whanau, o nga hapu o Ngati Porou - The natural resources that affirm, nurture and sustain the physical, environmental, economic, intellectual, spiritual and cultural well-being of Ngati Porou as tangata whenua;
- 2.3.3. Te Pou Maire o nga whanau, o nga hapu o Ngati Porou - The knowledge, language, artistic expression and heritage that affirm, nurture and sustain Ngati Porou as a people distinct from all other cultures;
- 2.3.4. Te Oranga Ngakau o nga iwi o Ngati Porou - The quality of life and opportunity within the rohe of Ngati Porou needed to ensure the physical, emotional, social and economic well-being of the resident population; and



2.3.5. Te Whakatipu Rawa mo Ngati Porou - The iwi economic and commercial estate through which Ngati Porou can invest in, and support, realisation of its own aims and aspirations as an iwi.

2.4. The parties also recognise the role of the Ministry in providing and managing cultural resources, and supporting and promoting the country's history and heritage. The parties recognise the importance of the relationship under this Protocol both in contributing towards the parties' vision and the role of the Ministry.

### **3. SHARED PRINCIPLES**

3.1. Ngati Porou and the Minister share the following four principles which will guide the parties in fulfilling the vision:

3.1.1 Toitu te Mana Atua (Principle 1): Ngati Porou Taonga Tuturu is cared for, managed, and promoted in a manner that is consistent with Ngati Porou tikanga and will benefit future generations;

3.1.2 Toitu te Mana Whenua (Principle 2): Ngati Porou Taonga Tuturu is actively cared for, managed, and promoted in a manner that respects its origins and connections to Ngati Porou whanau and hapu;

3.1.3 Toitu te Mana Tangata (Principle 3): Ngati Porou taonga is accessed in a manner which is consistent with the tikanga of Ngati Porou whanau and hapu; and

3.1.4 Toitu te Tiriti o Waitangi (Principle 4): Consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Minister have entered into this Protocol in good faith and as equals. Ngati Porou and the Minister acknowledge that they are obliged to give effect to this Protocol and to act in good faith, fairly, reasonably and honourably towards each other.

3.2. It is agreed by the parties that any issue of interpretation shall be resolved after taking into account the shared vision and principles in clauses 2 and 3 of the Protocol.

### **4. PROTOCOL AREA**

4.1. This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

### **5. TERMS OF ISSUE**

5.1. This Protocol is:

5.1.1. issued under:

- (a) clause 5.4 of the Deed of Settlement; and
- (b) section 38 of the Settlement Legislation; and

5.1.2. subject to the Deed of Settlement and the Settlement Legislation.

5.2. A summary is attached of the Terms of Issue of this Protocol in the Deed of Settlement and the Settlement Legislation.

### **6. IMPLEMENTATION AND COMMUNICATION**

6.1. The Chief Executive will maintain effective communication with the governance entity by:

- 6.1.1. maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
  - 6.1.2. providing the governance entity with information on a primary contact within the Ministry;
  - 6.1.3. discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
  - 6.1.4. as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
  - 6.1.5. providing reasonable opportunities for the governance entity to meet with the Chief Executive where reasonably practicable, including:
    - (a) arranging annual meetings with the Chief Executive, or an alternative representative as arranged by the Chief Executive, unless the parties mutually agree not to meet in any particular year; and
    - (b) arranging more frequent meetings if mutually agreed by the parties, such agreement not to be unreasonably withheld,to discuss issues which have arisen;
  - 6.1.6. as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
  - 6.1.7. as far as reasonably practicable, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
  - 6.1.8. including a copy of the Protocol with the governance entity on the Ministry's website.
- 6.2. The inaugural annual meeting between the Chief Executive and the governance entity will be held within 12 months of the settlement date, if requested by either party.
  - 6.3. The parties will jointly confirm the annual meetings and meeting agenda.
  - 6.4. The location of the annual meeting will be mutually agreed by the parties.
  - 6.5. Each party will cover their own costs in relation to any meetings between the parties.

## **7. IMPLEMENTATION PLAN**

- 7.1. The Chief Executive will meet with the governance entity to develop and agree a strategy to implement this Protocol as soon as possible after this Protocol is issued. This strategy may include but is not limited to:
  - 7.1.1. any matters raised in this Protocol;
  - 7.1.2. reporting processes to be put in place, if agreed by both parties;
  - 7.1.3. recognition of the special relationship that Ngati Porou has with its Taonga Tuturu;
  - 7.1.4. informing the Ministry of the relevant provisions in any Ngati Porou plan under clause 5.25 of the Deed of Settlement;



- 7.1.5. developing a communications protocol; and;
- 7.1.6. establishing review processes and associated timeframes for this Protocol.
- 7.2. The implementation strategy described in clause 7.1 of this Protocol will have effect from the date agreed by both parties and specified in the strategy.

## **8. INFORMATION SHARING**

- 8.1. The Chief Executive will make available to the governance entity all existing information held by, and reasonably accessible to, the Ministry where that information is requested by the governance entity for the purpose of assisting Ngati Porou to fully exercise their rights under this Protocol.
- 8.2. The obligations in clause 8.1 of this Protocol do not apply to information that the Minister or Chief Executive is legally prevented from providing (for example, information that is subject to an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982.

## **9. THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975**

### **General**

- 9.1. The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity, within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
  - 9.1.1. notify the governance entity, in writing of any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand;
  - 9.1.2. provide for the care, recording and custody of any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand;
  - 9.1.3. notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand;
  - 9.1.4. notify the governance entity in writing of its right to apply directly to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tuturu; and
  - 9.1.5. notify the governance entity in writing of any application to the Maori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tuturu.

### **Applications for Ownership**

- 9.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand, the Chief Executive will,

if satisfied that the claim is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the Taonga Tuturu.

- 9.3. If there is a competing claim or claims lodged in conjunction with the governance entity's claim, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the Taonga Tuturu.
- 9.4. If the competing claims to any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Maori Land Court.

#### **Applications for Custody**

- 9.5. If no ownership application is made to the Maori Land Court for any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 9.5.1. consult the governance entity where there is any request from any other person for the custody of the Taonga Tuturu;
- 9.5.2. consult the governance entity before a decision is made on who may have custody of the Taonga Tuturu; and
- 9.5.3. notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tuturu.

#### **Export Applications**

- 9.6. For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tuturu of Ngati Porou origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 9.7. Where the Chief Executive receives an export application to remove any Taonga Tuturu of Ngati Porou origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of his or her decision.

### **10. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975**

- 10.1. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 10.1.1. refuse permission to export any Taonga Tuturu, or Nga Taonga Tuturu, from New Zealand; or
- 10.1.2. impose conditions on the approval to export any Taonga Tuturu, or Nga Taonga Tuturu, from New Zealand;
- 10.2. The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tuturu where the governance entity was consulted as an Expert Examiner.



**11. EFFECTS ON THE NGATI POROU INTERESTS IN THE PROTOCOL AREA**

- 11.1. The Chief Executive will consult with the governance entity on any policy and legislative development or review which is likely to affect Ngati Porou interests in the Protocol Area, the settlement legislation or the Protocol.
- 11.2. The Chief Executive will consult with the governance entity on any of the Ministry's operational activities which is likely to affect Ngati Porou interests in the Protocol Area, the settlement legislation or the Protocol.
- 11.3. Notwithstanding clauses 11.1 and 11.2 above the Chief Executive and governance entity shall meet to discuss Ngati Porou interests in the Protocol Area as part of the meetings specified in clause 6.1.5.

**12. REGISTRATION AS A COLLECTOR OF NGA TAONGA TUTURU**

- 12.1. The Chief Executive will register the governance entity as a Registered Collector of Taonga Tuturu.

**13. ACCESS AND REPATRIATION**

- 13.1. The Chief Executive will invite organisations to establish a relationship with the governance entity for the purposes of:
  - 13.1.1. allowing Ngati Porou to have access to their Taonga Tuturu;
  - 13.1.2. repatriating Ngati Porou Taonga Tuturu to Ngati Porou; and
  - 13.1.3. any other matters of importance to Ngati Porou.

**14. RELATIONSHIP WITH TELEVISION NEW ZEALAND**

- 14.1. The Chief Executive will invite the Television New Zealand Board to establish a relationship with the governance entity.

**15. RELATIONSHIP WITH RADIO NEW ZEALAND**

- 15.1. The Chief Executive will invite the Radio New Zealand Board to establish a relationship with the governance entity.

**16. RELATIONSHIP WITH CREATIVE NEW ZEALAND**

- 16.1. The Chief Executive will invite the Creative New Zealand Council to establish a relationship with the governance entity.

**17. RELATIONSHIP WITH THE HISTORIC PLACES TRUST**

- 17.1. The Chief Executive will invite the Historic Places Trust Board to establish a relationship with the governance entity.

**18. RELATIONSHIP WITH REGIONAL AND INTERNATIONAL MUSEUMS**

- 18.1. The Chief Executive will invite regional and international museums selected by the governance entity to establish a relationship with the governance entity.

## **19. BOARD APPOINTMENTS**

### **19.1. The Chief Executive shall:**

- 19.1.1. notify the governance entity of any upcoming ministerial appointments on boards which the Minister for Arts, Culture and Heritage appoints to;
- 19.1.2. add governance entity nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
- 19.1.3. notify the governance entity of any ministerial appointments to boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

## **20. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

- 20.1. The Chief Executive will consult with the governance entity on any national monument, war grave, historical grave or urupa, managed or administered by the Ministry, which may relate to Ngati Porou interests.
- 20.2. The Ministry will assume responsibility for the maintenance of any grave within the Protocol Area which comes within the Ministry's War Graves Policy.

## **21. HISTORY PUBLICATIONS RELATING TO NGATI POROU**

### **21.1. The Chief Executive shall:**

- 21.1.1. provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relate substantially to Ngati Porou; and
- 21.1.2. where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngati Porou:
  - (a) from an early stage;
  - (b) throughout the process of undertaking the work; and
  - (c) before making the final decision on the material of a publication.

- 21.2. The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and correcting any factual mistakes identified by, the governance entity, is entitled to make the final decision on the material of the historical publication.

## **22. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**

- 22.1. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngati Porou within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices. The amount of contribution that the Chief Executive will make to the costs of the governance entity undertaking cultural and/or spiritual practices will be agreed between the parties in advance.
- 22.2. Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.



22.3. The procurement by the Chief Executive of any such services set out in clauses 22.1 and 22.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

## **23. CONSULTATION**

23.1. Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

23.1.1. ensuring that the governance entity is consulted as soon as reasonably practicable following the identification by the Chief Executive of the proposal or issues to be the subject of the consultation;

23.1.2. providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

23.1.3. ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

23.1.4. ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions and/or views of the governance entity in relation to any of the matters that are the subject of the consultation; and

23.1.5. report back to the governance entity in writing, within a reasonable time period in regard to any decisions made that relate to that consultation.

## **24. DISPUTE RESOLUTION**

24.1. If one party considers that there has been a breach of this Protocol then that party may give written notice to the other that they are in dispute. The following process shall be undertaken once notice is received by either party to this Protocol:

24.1.1. within 15 working days of being given written notice, the relevant contact person from the Ministry and the governance entity will meet to work in good faith to resolve the issue;

24.1.2. if the dispute has not been resolved within 20 working days of receipt of the notice referred to in 24.1.1, the Chief Executive and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue;

24.1.3. if the dispute has still not been resolved within 30 working days of receipt of the notice referred to in 24.1.1, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the Chair of the governance entity will meet to work in good faith to resolve the issue;

24.1.4. where the dispute has not been resolved within a reasonable period of time in accordance with clause 24.1.2 or, if applicable, clause 24.1.3, then, either party may require the dispute to be referred to mediation as follows:

(a) the party requiring the dispute to be referred to mediation must provide written notice to the other party;

- (b) the parties will seek to agree a mediator or mediators and, failing agreement within 15 working days of the date of the notice described in clause 24.1.4(a), a mediator or mediators will be appointed by the President for the time being of the New Zealand Law Society. The mediator or mediators will be:
  - i. familiar with Ngati Porou tikanga;
  - ii. familiar with tikanga based dispute resolution; and
  - iii. independent of the dispute; and
- (c) the mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature; and

24.1.5. where a mediator or mediators is or are appointed through the process described in clause 24.1.4, the costs of the mediation will be met jointly by the parties.

24.2. The parties recognise that this clause is subject to clause 5.1 of this Protocol.

## **25. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

25.1. The Chief Executive will discuss with the governance entity any concern and issue raised about the Act.

25.2. If the Chief Executive consults with Maori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

25.2.1. notify the governance entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;

25.2.2. make available to the governance entity the information provided to Maori as part of the consultation process referred to in this clause; and

25.2.3. report back to the governance entity on the outcome of any such consultation.

## **26. CONSULTATION WITH TANGATA WHENUA**

26.1. This Protocol does not restrict the ability of the Crown to interact or consult with any person that the Crown considers appropriate including any iwi, hapu, marae, whanau or other representative of tangata whenua.

26.2. Where the Chief Executive is consulting with other representatives of tangata whenua on any matter that relates to the interests of the governance entity or this Protocol, the Chief Executive will inform the governance entity of the representatives of tangata whenua with whom the Chief Executive is interacting or consulting.

26.3. The Chief Executive is not required to provide information that the Minister or Chief Executive is legally prevented from providing (for example information that is subject to an obligation of confidentiality or non-disclosure).

## **27. DEFINITIONS**

27.1. In this Protocol:



**Chief Executive** means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive.

**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement.

**Expert Examiner** has the same meaning as in section 2 of the Act and means a body corporate or an association of persons.

**Found** has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tuturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tuturu and which suggest that the Taonga Tuturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings.

**Governance entity** has the meaning given to it by the Deed of Settlement.

**Ministry** means the Ministry for Culture and Heritage, and any agency, government department or associated party carrying out, or responsible for the administration of, the roles and functions that the Ministry carried out or was responsible for at the time of signing of this Protocol.

**Nga Taonga Tuturu** has the same meaning as in section 2 of the Act and means two or more Taonga Tuturu.

**Ngati Porou** has the meaning set out in clause 8.6 of the Deed of Settlement.

**Protocol** means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

**Settlement date** has the meaning set out in the Deed of Settlement.

**Settlement Legislation** means the Ngati Porou Claims Settlement Act 2012.

**Taonga Tuturu** has the same meaning as in section 2 of the Act and means:

an object that—

- (a) relates to Maori culture, history, or society; and
- (b) was, or appears to have been,—
  - (i) manufactured or modified in New Zealand by Maori; or
  - (ii) brought into New Zealand by Maori; or
  - (iii) used by Maori; and
- (c) is more than 50 years old.

Toitu means everlasting, enduring, unbroken, sustainable and/or inalienable.

ISSUED on 4 May 2012

SIGNED for and on behalf of THE SOVEREIGN in right of New Zealand by the Minister for Arts, Culture and Heritage in the presence of:

E. J. Furlonger

WITNESS

[Redacted]

Name: *Harshish Journeaux*  
Occupation: *Private Secretary*  
Address: [Redacted]



**ATTACHMENT A: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA**



## ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

### 1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 38).

### 2. Limits

- 2.1 This Protocol does not -

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 39); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngati Porou (section 39); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

### 3. Breach

- 3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 40).

- 3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.7).