



Ngāti Māhino Iwi Authority

Kia aho matuahia te taketake – Kia tūwaerea te tau a Māhino

Memorandum of Understanding

This arrangement was entered into on the first day of Hōngongoi 2017

Parties:

1. The Ngāti Māhino Iwi Authority (“the Authority”)
2. The Rotoehu Forest Ecological Trust (“the Trust”)

Background:

- a. The Authority administers the forest lands described as the Rotoehu (West) Forest on behalf of Ngāti Māhino. The Authority manages that portion of the land shown on the attached map (“the protection and enhancement area”).
- b. This Memorandum of Understanding (“MOU”) between the Authority and the Trust is an aspirational and non-legal binding agreement.
- c. The MOU aims to protect this ecosystem consisting of the natural environment, the landscape amenity, the wildlife habitat, the freshwater habitat and the spiritual landscape of the land. It also aims to enhance the cultural values of the land (including its related water bodies) to ensure the long term protection and enhancement of these lands for the benefit of their indigenous biodiversity and on behalf of future generations.
- d. The Authority will assist with the management of the protection area in accordance with the objectives of its Environmental Management Plan.
- e. The management of the protection and enhancement area will be undertaken in accordance with a Biodiversity Management Plan (the Plan) agreed between the Authority and the Trust.
- f. The parties have agreed that the management of the protection and enhancement area be guided by the following principles:
 - 1) To protect and enhance the mauri of the ecosystem with particular regard to the indigenous flora and fauna, their diverse communities and their interactions with the environment that supports them (“the indigenous biodiversity”).
 - 2) To protect the cultural and spiritual values associated with the land.

- 3) To manage the land with particular acknowledgement of the manawhenua of Ngāti Mākino in accordance with the Treaty of Waitangi and its principles.
- 4) To protect and enhance the historic, archaeological, heritage and educational values associated with the land.
- 5) To provide for the recreational use and enjoyment of the land consistent with the above principles.


Conditions of MOU

1. The Trust shall not carry out or allow to be carried out the following activities in the protection and enhancement area, without prior approval of the Authority:
 - a. The taking, felling or destroying of native plants. Except when the Authority has authorised the removal of native plants, plant material or fauna in accordance with tikanga Māori for traditional Māori purposes, or the clearing of native plants in order to establish a bait station network for pest control purposes;
 - b. Any burning, cultivation, earthworks or other soil disturbance;
 - c. The erection of any building, structure or other improvements for the Trust or other private or public purposes;
 - d. Any activity on adjoining land which will adversely affect the land or objectives of this agreement.
2. The Authority reserves the right to exclude members of the public from the land.
3. The Authority has exclusive rights to any income generated from any commercial use of the land consistent with the purposes of this agreement.
4. The Authority shall retain all rights of access to the protection and enhancement area.
5. The Authority grants to the Trust and its nominated agent(s), a right of entry onto the land for the purposes of examining and recording the condition of the land or for carrying out protection or enhancement work consistent with the objectives of this agreement.
6. Costs of any management work as agreed by the parties in the Plan will be apportioned between the parties as stated in the Plan, recognising the in-kind and other contributions of both parties.
7. The parties to the MOU will share information that the other holds and that is relevant to their respective objectives for the land.
8. The Trust will submit a report annually on protection and enhancement activities, and the parties will meet annually, within three months, at an agreed time and venue by the parties to the MOU to review progress against the agreed Plan.

9. The Trust shall acknowledge the Authority as manawhenua of the Rotoehu Forest and state the manawhenua status of Ngāti Mākinō in all public communications mentioning the forest lands.
10. Any disputes and differences between the parties relating to the terms of this agreement will be resolved in the first instance by the members of the parties to the MOU. If the dispute is not resolved to the satisfaction of either party the dispute shall be referred to an independent party agreed to by both parties to attempt to resolve the dispute and mitigate the identified concerns.
11. If section 11 of this MOU fails to reach a satisfactory outcome or one of the parties to this MOU breaches the terms of this agreement, then the other party may seek immediate termination of the arrangement by notice in writing.
12. The arrangements between the parties set out in this agreement shall be for a term of three years, expiring on 1 July 2020, unless it is terminated in accordance with clause 12 above.
13. Upon the expiry of this agreement, the parties will review the agreement and decide whether or not they wish to continue on the same or other terms.
14. The Authority will advise the Trust in writing of any changes to the management of the protection and enhancement area. The Trust will advise the Authority in writing of any changes to the membership or management of the Trust.


Acknowledgment

SIGNED by the Authority
By its authorised signatory



Tohu: _____
 Īngoa: Lawrence Taranaki
 Turanga: Chairman

SIGNED by the Trust
By its authorised Signatory



Signature: _____
 Name: Sarah Oden
 Position: Chairperson

***Ehara taku toa, I te toa takī tahi, Kātahi ko taku toa he toa takī tīni ā Mākinō
 Toitū te mana, Toitū te whenua, Toitū te Tangata, Toi tū te Mākinotanga***