

To: **All Iwi,
Recognised Iwi Organisations and
Mandated Iwi Organisations**

FILE: **QW05-00**

Tena koutou katoa

OCTOBER 2005 ACE ROUND

INTRODUCTION

1. Section 152 of the Maori Fisheries Act (the MFA) requires Te Ohu Kai Moana Trustee Limited (Te Ohu) to make available to mandated and recognised Iwi organisations (MIOs and RIOs) ACE derived from settlement quota which has not been transferred to MIOs.
2. The October fishing year is due to commence shortly. This panui sets out the terms and conditions for the October 2005 ACE round.
3. **All Iwi, MIOs and RIOs are invited to express their views to Te Ohu by close of business on 10 October 2005 on the proposals below.**

PART 1 – GENERAL

ALLOCATION AND ACE ROUNDS

4. Under the MFA all quota shares held in the name of Te Ohu Kai Moana Trustee Ltd (“Te Ohu”) are designated as “settlement quota” and will, when Mandated Iwi Organisations (MIOs) are recognised, and as interim or final coastline agreements are registered, be transferred to those MIOs. The transfer process has begun and is expected to take a further four years.
5. ACE is generated for quota shares held at the start of each fishing year. Te Ohu is required by the MFA to make ACE from any settlement quota it holds available for use by Iwi through their MIO or their recognised Iwi organisation (“RIO”). ACE rounds are the legislated mechanism.
6. Six RIOs have been recognised as MIOs before 30 September 2005 and subsequent to this have had quota shares transferred to them for at least the settlement quota that is allocated using the Iwi population proportion set out in Schedule 3 of MFA.
7. The allocation of quota shares means that Te Ohu can only offer ACE from the remaining quota it holds on 1 October 2005. Taking account of this and to be as consistent as possible with the allocation methodology, some changes are needed to the way the ACE round is conducted.

8. It is proposed that for this round there will be three communications with RIOs and MIOs:
- This panui setting out the proposed conditions for the round. RIOs and MIOs have until Monday 10th October to comment on these conditions. This ACE round Te Ohu is also including with the panui the Deeds of Indemnity and information on the quota management areas for the new species entering the QMS on 1 October;
 - After RIOs and MIOs have provided comment and this has been analysed and decisions taken, a second panui will be sent to RIOs and MIOs that
 - i. Sets out the confirmed conditions of the ACE round,
 - ii. sets out the TACC for October 2005;
 - iii. sets out the ACE for each RIO where that ACE is allocated by Iwi population;
 - iv. sets out the ACE by FMA where agreement must be reached by RIOs and MIOs;
 - v. sets out the TOKM charges for ACE shares including costs of levies and charges; and
 - vi. includes a copy of the ACE sales contract with all the management conditions that will apply.
 - Subsequent to this when RIO and MIO have agreed to the Deeds and are ready to purchase Te Ohu will send a further copy of the ACE sales contracts plus management conditions.

ACT PROVISIONS

9. S.152 (1) of the MFA (**see Appendix 1**) requires that ACE rounds reflect as closely as possible the bases for allocation set out in the MFA. Those bases are detailed in -
- ss. 13, 14, 15, 27 and 28 dealing with recognition of MIOs, Iwi governance entities and RIOs ;
 - ss.130-148 dealing with the allocation requirements for particular types of settlement quota, including *Inshore*, *Deepwater*, *Chatham's zone*, *FMA's 4, 6 and 10*, *Highly Migratory Species* and *Freshwater*; and
 - s.152 dealing with ACE rounds.
10. Essentially these provisions :
- preclude allocation until MIOs are recognised (and their Asset Holding Companies are established with constitutions ratified that meet the requirements of the Act), and there are agreements between MIOs over the shares of some quota,
 - set particular rules for the treatment of the various quota types covered; and
 - require that ACE rounds be conducted as closely as possible to the allocation requirements of the MFA based on available information.

S.152(2) and (3) provide some options where there is no RIO (or MIO) for an Iwi or the RIOs/MIOs are unable to agree on their respective shares of available ACE for some fishstocks (notably those applying to harbours, Inshore and 25% of Deepwater stocks).

TERMS AND CONDITIONS OF ACE ROUND

IWI INPUT

11. Under s.152(5) Te Ohu may prescribe the terms and conditions of any ACE round either in its annual plan or by panui, but is required to first obtain the views of MIOs and RIOs on its proposals. This panui sets out the draft terms and conditions for the ACE round.
12. Comments are sought from RIOs and MIOs on the terms and conditions below. RIOs and MIOs are requested to provide comments in writing by close of business on Monday 10th October.
13. Those comments will be individually considered before any decisions are taken on the final form of any terms and conditions of the ACE round.

ACE ROUND FORMAT

14. S.152 (1) requires that ACE rounds follow as closely as possible the allocation methodology of the Act based on available information. An October 2005 ACE round therefore must include:
 - Separate identification of *Harbours* ACE;
 - An ACE distribution process involving –
 - 100% by coastline distribution for *Inshore* stocks;
 - 25% by coastline, 75% by population distribution for *Deepwater* stocks generally but 50% by population for Deepwater stocks within the Chathams zone; and
 - 100% by population distribution for *Residual FMA4* and *FMA6 only* stocks;
 - 100% by population distribution for *Highly Migratory* stocks;
 - 100% by population distribution for *Freshwater* stocks, with the population in this case being the 2001 Census populations of Iwi members residing within the QMA of *long-finned eel* (LFE) and/or *short-finned eel* (SFE) provided the Iwi's rohe is within the QMA;
 - Allotment of ACE shares to RIOs and MIOs in accordance with the Act's allocation requirements (if possible) or in accordance with inter-Iwi agreements.
 - A clear resolution process where Iwi/RIO/MIO fail to meet the requirements under the Act, within the constraints of s.152(2) - (4); and
 - A clear statement of the charges to be levied under the round and the use to which resultant funds will be put.
15. As noted above before the October 2005 ACE round commences, quota shares have been allocated and transferred to a number of MIO for at least those fishstocks allocated by Iwi population.

To reduce confusion it is proposed for this round and all future rounds that for all those fishstocks that are either fully or partially allocated by Iwi population, the population component of that ACE will be allocated to each RIO using the

allocation formula. This will be provided to RIOs and MIOs in accordance with the normal ACE round procedures.

RIOs and MIOs will therefore now only be required to reach agreement on dividing ACE for inshore species, harbours and the 25% component of deepwater fishstocks;

LEVIES AND CHARGES

16. As quota owner Te Ohu incurs direct costs from the Crown, the Seafood Industry Council Ltd (“SeaFIC”) and commercial stakeholder organisations on its quota holdings. All such direct costs have traditionally been, and should continue to be, recovered on an “up-front” basis from MIOs/RIOs under ACE rounds at the time of sale. Te Ohu’s budget also requires that ACE rounds make a contribution to the operating costs of Te Ohu.
17. It is proposed that the contribution each fishstock share makes to Te Ohu’s costs be held at the same level as last year. It is also proposed that the overall level of charges for the 05/06 year (including the contribution to Te Ohu costs) will be held at approximately the same level as for the 04/05 year but then reduced to reflect the reduced ACE Te Ohu will be able to offer after this year’s transfer of quota shares to Iwi. It should however be noted that the actual level of charges that the Crown, SeaFIC and commercial stakeholder organisations levy or charge for each fishstock for the fishing year starting 1 October will be included in the calculation. This may mean that for some fishstocks there will be small increases in the overall charge per ACE share because of increased levies or charges.

PART 2 – ACE FOR SPECIES AND STOCKS TO BE INCLUDED

18. It is proposed that ACE for all stocks (excluding ACE for the quota shares that have been allocated and transferred), with a fishing year commencing on 1 October 2005 be included in the October 2005 ACE round (with the exception of those stocks noted under paras 21 to 32 below).
19. The new species or fish stocks programmed to enter the QMS on 1 October 2005 are as follows:
 - **Cockles** (COC)- COC1B, COC1C, COC2, COC3B, COC4, COC5, COC7C, COC8 and COC9;
 - **Dredge Oyster** (OYS) – OYS1, OYS2A, OYS3, OYS4, OYS5A, OYS7A, OYS7B, OYS7C, OYS8A and OYS9;
 - **Pipi** (PPI) – PPI1B, PPI1C, PPI2, PPI3, PPI4, PPI5, PPI7, PPI8 and PPI9; and
 - **Tuatua** (TUA) – TUA1A, TUA1B, TUA2, TUA3, TUA4, TUA5, TUA7, TUA8 and TUA9;

The QMAs (including their legal descriptions) are attached as **Appendix 2**.

20. **Classification of new entrants:** In line with the MFA these species have been classified for allocation purposes. All of the stocks are classified as Inshore.

21. **FMA 10 only stocks:** Commercial fishing in FMA10 currently can only occur under the authority of a special fishing permit. No such permits are on issue at present but one or more could be issued at any time. The MFA requires that Te Ohu Kai Moana cannot allocate these stocks to Iwi until there is a commercially viable catch for the relevant quota management stock. No ACE will be offered for these stocks.
22. **ORH 7A:** Orange Roughy 7A is to all intents and purposes a closed fishery. On 1 October, provided the Minister does not change the TACC, the fishery will have a TACC of 1mt and Te Ohu will hold only 87.15kg ACE. Rather than burden Iwi with ACE for such stocks which they may be unable to fish or sell, it is proposed any ACE generated in the name of Te Ohu for ORH7A stocks will be omitted from the ACE round.
23. **ORH3B:** On 1 October 2005, providing the Minister does not change the TACC, Te Ohu is expected to hold approximately 570.74mt of ORH3B ACE. The Minister sets a TACC that applies across the full QMA of ORH3B. However, in line with a voluntary consensus agreement reached by shareholders of the Orange Roughy Management Company (ORMC), fishing effort is spread over several designated areas.
24. This agreement has been put in place to ensure the sustainability of the stock. This type of management has served the industry well over time. Te Ohu considers this industry management of the fishstock is needed if, as quota owners, we wish to ensure sustainability while providing for flexibility of management year to year based on the fishing experience of the ORH3B stock.
25. Te Ohu is a shareholder of ORMC and as such has adhered to the voluntary catch-spreading agreement by imposing catch-spreading as part of the management conditions contained within our ACE Sale Contracts. Following are the proposed ORMC catch-limits for the 2005/06 fishing year:

Designated Area	Condition	2005/06 Catch Limit Metric tonne	
North-west Rise	Available for ACE round	68.42	mt
East Rise	Available for ACE round	325.00	mt
South Rise	Available for ACE round	62.72	mt
Arrow	see para 27	44.94	mt
Sub-Antarctic	see para 27	58.42	mt
Research	see para 26	11.24	mt
		570.74	mt

26. **Research ORH3B:** Of Te Ohu's 570.74mt, ORMC has designated 1.969% (or 11.24mt on current holdings) as 'Research' ACE. This ACE will be used for industry surveys in various areas and it is proposed that the *ORH3B Research* ACE Te Ohu holds on 1 October 2005 be-
- omitted from the October 2005 ACE round;
 - transferred to ORMC; and
 - retained by ORMC for the purpose of industry surveys.

27. **Exploratory ORH3B:** ORMC have also designated 7.874% (or 44.94mt on current holdings) as Arrow and 10.236% (or 58.42mt on current holdings) as Sub-Antarctic ACE. Both Arrow and Sub-Antarctic ACE have generally been termed 'Exploratory' ACE. ORMC have requested that Te Ohu transfer all "Exploratory" (Arrow and Sub-Antarctic) ACE to them in the 2005/06 fishing year. The release of the 'Exploratory' ACE from ORMC will be at the discretion of Te Ohu but the purchasers must be approved by ORMC and also agree to the additional industry agreed catch rules of ORMC.
28. In the past holdings designated as 'Exploratory' ORH3B ACE have been omitted from ACE rounds. Te Ohu has sold the 'Exploratory' ACE via closed tender to Iwi, but only if the purchaser has agreed to these particular conditions prior to purchase. It is proposed that the ORH3B Exploratory ACE be-
- omitted from the ACE round; and
 - offered for sale on the open market pursuant to the rules of ORMC, with the net resultant funds either being-
 - ◆ distributed to RIOs and held in trust for Iwi; or
 - ◆ deducted from the Te Ohu charges that relate to ORH3B that will be sold to Iwi during the October 2005 ACE.
29. **OEO1:** On 1 October 2005, providing the Minister does not change the TACC, Te Ohu will hold approximately 431.14mt of OEO1 ACE. ORMC have requested that all shareholders shelve 50% of their OEO1 ACE holdings (or 215.57mt on current holdings) to ORMC to assist in the sustainability of this fishery. Industry has also agreed that based on the nature of the fishery there should also be a 400mt catch limit on the Southland area, which Te Ohu will cater for via Te Ohu's ACE Sale Contracts. It is proposed that 50% of Te Ohu's OEO1 ACE be-
- omitted from the October 2005 ACE round; and:
 - transferred to ORMC and retained (shelved) by ORMC for the purpose of the fishery's sustainability.
30. **PAU7** - On 1 October 2005, providing the Minister does not change the TACC, Te Ohu will hold 18.724mt PAU7 ACE that generally would be available to Te Ohu on this date. Pauamac 7 Industry Association Incorporated (PAUMAC7) has requested that all shareholders shelve 15% of their PAU7 ACE holdings (2.809mt on Te Ohu's current holdings) to PAUMAC7 to assist in the sustainability of this fishery. Te Ohu has already done this forward transfer of ACE to ensure that this ACE is shelved on 1 October 2005. This means that only 15.915mt of PAU7 ACE will be available for the ACE round.
31. **SPO7:** On 1 October 2005, providing the Minister does not change the TACC, Te Ohu will hold 32.977mt of SPO7 ACE. Challenger Finfisheries Management Company Limited (CFMCL) has requested that all shareholders shelve 37% of their SPO7 ACE holdings (or 12.201mt on current holdings) to CFMCL to assist in the sustainability of this fishery. It is proposed that 37% of Te Ohu's SPO7 ACE be-
- omitted from the October 2005 ACE round; and
 - transferred to CFMCL and retained (shelved) by CFMCL for the purpose of the fishery's sustainability.
32. **OYS7:** On 1 October 2005, providing the Minister does not change the TACC, Te Ohu will hold 101.000 mt of OYS7 ACE. Challenger Dredge Oyster

Management Co Ltd (CDOMC) has requested that all shareholders shelve 80.1% of their OYS7 ACE holdings (or 80.901mt on current holdings) to CDOMC to assist in the sustainability of this fishery. It is proposed that 80.100% of Te Ohu's OYS7 ACE be-

- omitted from the October 2005 ACE round; and
- retained at Te Ohu for the purpose of the fishery's sustainability.

PART 3 – REQUIREMENTS TO BE MET FOR PARTICIPATION IN ACE ROUND

33. S.152 (5) authorises Te Ohu to prescribe the terms and conditions that will apply for the ACE round including the prerequisite requirements for Iwi to participate in the October 2005 ACE round. It is proposed that similar requirements be applied as have been set for recent ACE rounds, but, recognising where the process now is with allocation, with some additional components included to simplify matters and make decision rules clearer.
34. It is proposed that RIOs and MIOs participating in the October 2005 ACE round must adhere to the prerequisite requirements set out below, otherwise they risk exclusion from the ACE round. Every requirement must be satisfied to ensure participation. The requirements are that Iwi:
- a. MUST HAVE A RIO**
 - Must have a RIO or MIO in order to participate in the October 2005 ACE round.
 - b. PROVIDE DEEDS**
 - Complete and provide to Te Ohu by a specified date a Deed of Waiver and Indemnity appointing themselves or an agent to represent the Iwi's interests in the ACE round and to receive the RIO/MIO's ACE shares under the round – see **Appendices 3 and 4**;
 - Arrange for the appointed representative to complete and provide to Te Ohu by a specified date a Deed of Indemnity accepting the representational appointment and the duties and liabilities associated with it– see **Appendices 3 and 5**
 - c. AGREE TO THE ACE THAT WILL BE MADE AVAILABLE**
 - Agree to the quanta of ACE that will be made available under the ACE round. The agreement to this condition will be through feedback on this panui;
 - d. PROVIDE ANNUAL REPORTS**
 - Provide Te Ohu with a copy of the Iwi organisation's latest Annual Report and Financial Accounts already reported to and adopted by the Iwi at an Annual Hui;
 - Ensure the Report covers the benefits gained by the Iwi from ACE rounds conducted by Te Ohu (or previously the Treaty of Waitangi Fisheries Commission) during the financial period reported on, and the use to which those benefits were put;
 - Confirm these documents have been made available to all Iwi members

- e. **PROVIDE EVIDENCE OF MEETING S.14 CRITERIA**
 - Provide evidence to Te Ohu of the progress made since 26 September 2004 towards meeting the s.14 or s 22 criteria for recognition as a MIO or an Iwi Governance Entity as the case may be. The requirement to provide evidence of this applies only to those RIOs that are not actively working with Te Ohu. Te Ohu will directly contact any RIOs in this position. Such RIOs will need to provide evidence of the progress being made on their issues in order to participate in the round. If satisfactory progress is not being made, the ACE for that RIO will be dealt with as per Part 4 below.

- f. **REACH AGREEMENT ON RESPECTIVE RIO/MIO SHARES**
 - Agree on allotment of shares between RIOs and MIOs. As noted above a number of fishstocks are allocated fully or partially using Iwi population figures. To follow the allocation methodology as closely as possible with the available information, Te Ohu will allocate the ACE round to RIO for those fishstocks on the same basis. Other fishstocks will require agreement on the respective Iwi shares. For those latter fishstocks it is proposed that available ACE be allotted to Management Areas for the various fisheries involved in the ACE round and that MIOs, RIOs or their agents be required to reach agreement on their respective Iwi shares of those allotments. To assist Iwi to concentrate on meeting the allocation requirements of the MFA, Te Ohu could encourage RIOs and MIOs to roll over the existing share agreements for those stocks;

- g. **PROVIDE AN ACE SALE AGREEMENT**
 - Agree to and execute an ACE sale agreement upon invoicing and prior to the release of ACE by Te Ohu, confirming that the RIO/MIO and the recipient of any ACE that a RIO/MIO may sell to (or any subsequent sales from that recipient) will adhere to all of the terms and conditions as set by the Minister or industry Commercial Stakeholder Organisations (CSOs) including 'Codes of Practices'; and

- h. **TE OHU INVOICES MUST BE PAID**
 - Have paid, or have in place agreed payment arrangements, for all previous ACE round charges imposed by Te Ohu under rounds conducted by Te Ohu.

PART4: FAILURE TO MEET THE REQUIREMENTS

35. Section 152 (3) of the Maori Fisheries Act 2004 provides that where Iwi do not meet the requirements of the ACE Round because one or more of the following statutory categories apply:
- (a) there is no RIO or MIO for an Iwi (section 152(3)(a)); or
 - (b) Te Ohu considers that a RIO has not demonstrated reasonable progress towards meeting the MIO criteria in section 14 (section 152(3)(b)); or
 - (c) the RIOs and MIOs within a Management Area do not reach agreement on the division of ACE between them (section 152(3)(c)),

Te Ohu can decide from a number of options on how to progress.

36. If these circumstances arise the Act provides te Ohu with a number of remedies including:
- (a) sell the ACE to AFL (or its sub company) at commercial rates, or
 - (b) sell the ACE on the open market, or
 - (c) determine the amount of ACE to be offered to each iwi where the RIOs/MIOs in the management area cannot agree on the division of ACE to be offered to them.
37. In line with previous practice it is proposed that remedy *a* or *b* in para 36 above will be used for those situations that are set out in para 35 (a) and (b) above. The funds resulting from this will be held in trust and returned to Iwi as soon as the Iwi has a RIO or the RIO meets the conditions.
38. Where RIOs and MIOs within a Management Area do not reach agreement on the division of ACE between them, it is proposed that Te Ohu will, using remedy *c* in paragraph 36 above wherever possible, determine the amount of ACE to be offered to each iwi based on a roll-over of share agreements from previous rounds including the April 2005 ACE round. If another management area cannot reach agreement Te Ohu will use the information available to make a decision on that situation. Where however, no agreement has ever been made historically, it is proposed that remedy *a* or *b* in para 36 above will be used. The funds resulting from this will be held in trust and returned to RIO/MIOs:
- Either
 - as soon as agreement has been reached on how to share the funds;
 - Or
 - when Te Ohu decides, at any time, to exercise its discretion to determine the relative proportions among RIOs (or MIOs).
39. Additionally if a RIO or MIO for any other reason does not meet the terms and conditions that are required for it to participate in the October 2005 ACE round Te Ohu is able to determine how the ACE will be dealt with. It is proposed that in these circumstances to use either remedy *a* or *b* in para 36 above and hold the funds on trust until the RIO/MIO meets the conditions.

EXPRESS YOUR VIEWS

40. Final decisions on the terms and conditions of the October 2005 ACE round will be made by Te Ohu. All Iwi, MIOs and RIOs are invited to express their views on the proposals outlined in this panui for consideration by Te Ohu, prior to final decisions being made.
41. Responses must be in written form, must reach the Te Ohu office by close of business on Monday 10 October 2005 and are to be marked "For Attention Michele Chapman".

Contact details are –

Mail address: Te Ohu Kai Moana

PO Box 3277
Wellington

Facsimile: 04 931 9518

Email: Michele.chapman@teohu.maori.nz

Kia ora

Craig Lawson
for CHIEF EXECUTIVE

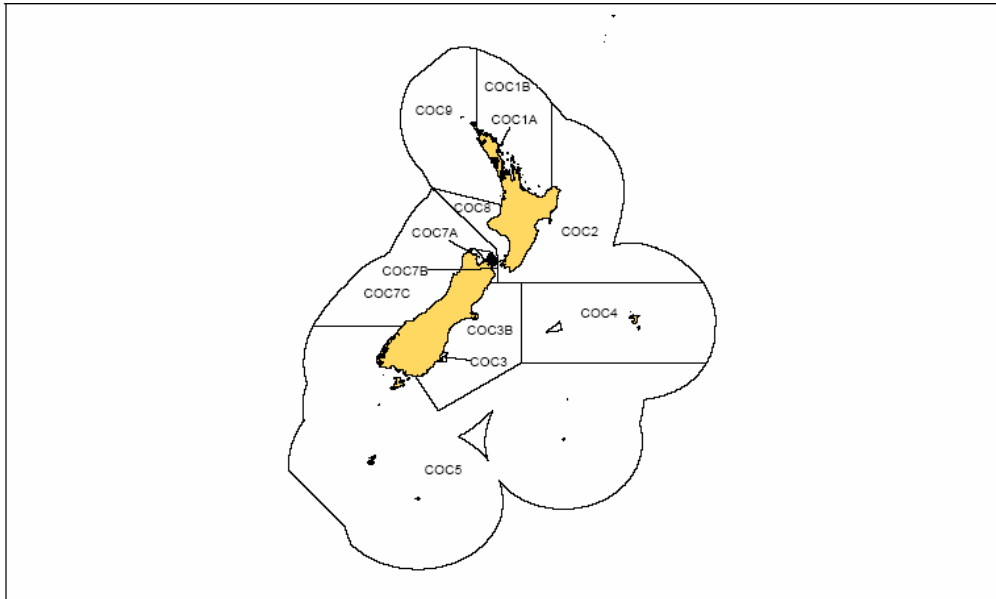
SECTION 152 OF THE MFA 2005

Offer of annual catch entitlement

- (1) Te Ohu Kai Moana Trustee Limited must, unless 1 or more of the conditions in subsection (3) apply, offer the annual catch entitlement derived from settlement quota that has not been transferred under section 130 or section 135—
 - (a) to mandated iwi organisations; and
 - (b) in a manner that reflects as closely as possible, based on the available information, the bases for allocation of settlement quota to iwi under subpart 2, including, in relation to settlement quota allocated on the basis of coastline entitlement, agreements between groups of mandated iwi organisations on the division of annual catch entitlements to be offered to them.
- (2) Te Ohu Kai Moana Trustee Limited may, as it sees fit,—
 - (a) offer to sell the annual catch entitlement that would otherwise be offered to a mandated iwi organisation under subsection (1) to Aotearoa Fisheries Limited or its nominated subcompany at commercial rates; or
 - (b) sell that annual catch entitlement on the open market; or
 - (c) in the circumstances referred to in subsection (3)(c), determine the amount of annual catch entitlement to be offered to each affected mandated iwi organisation.
- (3) Subsection (2) applies only if—
 - (a) there is no mandated iwi organisation or recognised iwi organisation for an iwi; or
 - (b) Te Ohu Kai Moana Trustee Limited considers that the recognised iwi organisation has not demonstrated reasonable progress in meeting the criteria set out in section 14; or
 - (c) in the case of a particular group of iwi,—
 - (i) there is sufficient information to satisfy subsection (1)(b) for the group as a whole, but not for 1 or more individual iwi of that group; and
 - (ii) the mandated iwi organisations of the group as a whole are unable to agree on a division of the annual catch entitlement to be offered to them.

- (4) Te Ohu Kai Moana Trustee Limited must hold in trust the net proceeds of a sale under subsection (2)(a) or (b) (after deducting its reasonable costs and expenses) to be transferred to the relevant mandated iwi organisation when it is established or when the matters referred to in subsection (3)(b) or (c) are remedied or settled.
- (5) Te Ohu Kai Moana Trustee Limited may prescribe the terms and conditions for offering annual catch entitlement under subsection (1) or subsection (2)(c)—
 - (a) by describing in its draft annual plan distributed in accordance with section 36(1)(c), or in a panui distributed to all mandated iwi organisations and recognised iwi organisations,—
 - (i) the proposed terms and conditions for offering annual catch entitlements; and
 - (ii) the reason for the charges (if any) to be levied for annual catch entitlements against mandated iwi organisations; and
 - (iii) how Te Ohu Kai Moana Trustee Limited proposes to use the expected net revenue (if any) from these charges; and
 - (b) after taking into account the response of mandated iwi organisations and recognised iwi organisations.

COCKLE



SPECIES: **Cockle**
 (*Chione (Austrovenus) stutchburyi*)

MANAGEMENT AREAS

- COC1B – see description below
- COC1C – see description below
- COC2 – standard FMA boundary
- COC3B – see description below
- COC4 – standard FMA boundary
- COC5 – FMA 5 and 6 (combined)
- COC7C – see description below
- COC8 – standard FMA boundary
- COC9 – standard FMA boundary

LEGAL DESCRIPTION OF QUOTA MANAGEMENT AREAS FOR CERTAIN COCKLE STOCKS

QUOTA MANAGEMENT AREA 1B—EAST NORTHLAND

All that area of New Zealand fisheries waters enclosed by a line—
 (a) commencing on the mean high-water mark of the North Island at the north-easternmost point of Te Arai Point (approximately 36°09.5'S and approximately 174°39.1'E); then
 (b) proceeding in a generally northerly direction along the mean high-water mark of the North Island to the easternmost point of North Cape (approximately 34°24.8'S and approximately 173°02.8'E); then
 (c) proceeding north along this line of longitude from the easternmost point of North Cape to the exclusive economic zone boundary (approximately 30°53.1'S and approximately 173°02.8'E); then
 (d) proceeding in a generally south-easterly direction along the exclusive economic zone boundary to latitude 33°20.0'S off

the north-east coast of the North Island (approximate longitude 177°51.0'E); then
(e) proceeding in a generally south-westerly direction directly to the point of commencement; but
(f) excluding that area of New Zealand fisheries waters described in Schedule 2 of the Fisheries (Declaration of New Stock Subject to Quota Management System) Notice 2001 as quota management area COC1A—Whangarei Harbour cockle fishery.

QUOTA MANAGEMENT AREA 1C—Hauraki Gulf and Bay of Plenty

All that area of New Zealand fisheries waters enclosed by a line—
(a) commencing on the mean high-water mark of the North Island at the north-easternmost point of Te Arai Point (approximately 36°09.5'S and approximately 174°39.1'E);
then
(b) proceeding in a generally south-easterly direction along the mean high-water mark of the North Island to the northernmost point of Cape Runaway (approximately 37°32.3'S and approximately 177°59.0'E); then
(c) proceeding due north to the exclusive economic zone boundary at approximately 33°27.7'S and approximately 177°59.0'E; then
(d) proceeding in a generally north-westerly direction along the exclusive economic zone boundary to latitude 33°20.0'S and approximate longitude 177°51.0'E; then
(e) proceeding in a generally south-westerly direction directly to the point of commencement.

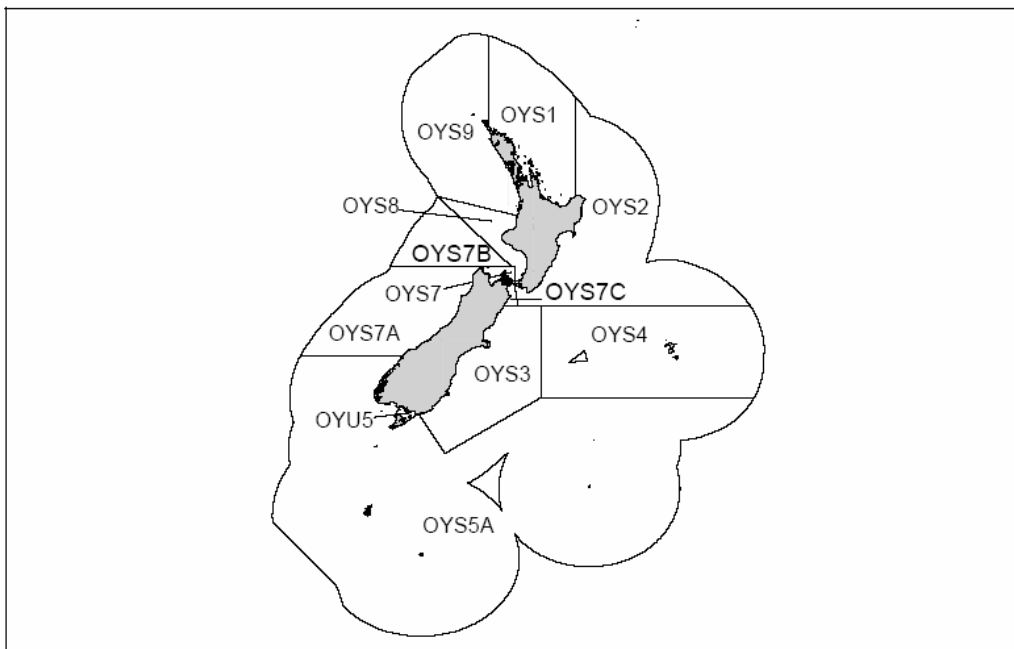
QUOTA MANAGEMENT AREA 3B—PART SOUTH EAST (COAST)

All that area of New Zealand fisheries waters described in Part I of the First Schedule of the Fisheries Act 1996 as fishery management area 3—South East (Coast), but excluding that area of New Zealand fisheries waters described in Schedule 2 of the Fisheries (Declaration of New Stocks Subject to Quota Management System) Notice 2002 as quota management area COC3—Otago.

QUOTA MANAGEMENT AREA 7C—PART CHALLENGER

All that area of New Zealand fisheries waters described in Part I of the First Schedule of the Fisheries Act 1996 as fishery management area 7—Challenger/Central (Plateau), but excluding those areas of New Zealand fisheries waters described in Schedule 3 of the Fisheries (Declaration of New Stocks Subject to Quota Management System) Notice 2002 as quota management areas COC7A and COC7B.

DREDGE OYSTER



SPECIES: Dredge oyster
(*Tiostrea chilensis*)

MANAGEMENT AREAS

OYS1 – standard FMA boundary
OYS2A – see description below
OYS3 – standard FMA boundary
OYS4 – standard FMA boundary
OYS5A – see description below
OYS7A – see description below
OYS7B – see description below
OYS7C – see description below
OYS8A – see description below
OYS9 – standard FMA boundary

LEGAL DESCRIPTION OF QUOTA MANAGEMENT AREAS FOR CERTAIN DREDGE OYSTER STOCKS

QUOTA MANAGEMENT AREA 2A—PART CENTRAL (EAST)

All that area of New Zealand fisheries waters described in Part I of the First Schedule of the Fisheries Act 1996 as fishery management area 2—Central (East), but excluding the area enclosed by a line—

- (a) commencing at a point at approximately 41°06.2'S and approximately 174°26.5'E; then
- (b) proceeding east to a point at 41°06.2'S and 174°30.0'E; then
- (c) proceeding due south to a point at 41°13.0'S and 174°30.0'E; then
- (d) proceeding due west to a point at 41°13.0'S and 174°28.15'E; then
- (e) proceeding in a north-westerly direction back to the point of commencement.

QUOTA MANAGEMENT AREA 5A—NON-FOVEAUX STRAIT SOUTHLAND

All that area of New Zealand fisheries waters enclosed by a line—

- (a) commencing on the mean high-water mark of the west coast of the South Island at the westernmost point of Awarua Point (approximately 44°15.6'S and approximately 168°03.1'E); then
- (b) proceeding along the mean high-water mark of the South Island in a generally south-westerly then easterly direction to Oraki Point (approximately 46°23.6'S and approximately 167°52.52'E); then
- (c) proceeding in a generally southerly direction to the easternmost point of Centre Island (approximately 46°27.7'S and approximately 167°51.3'E); then
- (d) proceeding along the mean high-water mark to Centre Island lighthouse (approximately 46°27.8'S and approximately 167°50.6'E); then
- (e) proceeding to the northernmost point of Codfish Island (approximately 46°45.2'S and approximately 167°36.6'E); then
- (f) proceeding to North Red Head on the north-west coast of Stewart Island (approximately 46°44.8'S and approximately 167°42.4'E); then
- (g) proceeding in a generally south-westerly and then northeasterly direction along the mean high-water mark of Stewart Island to the East Cape on Stewart Island (approximately 47°0.9'S and approximately 168°13.8'E); then
- (h) proceeding to Slope Point (at approximately 46°40.5'S and approximately 169°00.0'E); then
- (i) proceeding in a generally south-easterly direction directly to a point at 48°19.0'S and 170°31.0'E; then
- (j) proceeding in a generally north-easterly direction directly to a point at 46°00.0'S and 176°00.0'E; then
- (k) proceeding due east to the exclusive economic zone boundary at 46°00.0'S and approximately 172°13.3'W; then
- (l) proceeding generally in a south-westerly, north-westerly, and northerly direction along the exclusive economic zone boundary to approximately 44°15.6'S and approximately 162°12.9'E; then
- (m) proceeding due east to the point of commencement.

QUOTA MANAGEMENT AREA 7A—WEST COAST

All that area of New Zealand fisheries waters enclosed by a line—

- (a) commencing at the mean high-water mark of the South Island at the northernmost point of Cape Farewell (approximately 40°30.0'S and approximately 172°41.0'E); then
- (b) proceeding in a generally southerly direction along the mean high-water mark of the South Island to the westernmost point of Awarua Point (approximately 44°15.6'S and approximately 168°03.1'E); then
- (c) proceeding due west to the exclusive economic zone boundary at approximately 44°15.6'S and approximately 162°12.9'E; then
- (d) proceeding in a generally north-easterly direction along the exclusive economic zone boundary to approximately 44°30.0'S and approximately 167°23.16'E; then
- (e) proceeding east to the point of commencement.

QUOTA MANAGEMENT AREA 7B—NORTH AND WEST OF FAREWELL SPIT

All that area of New Zealand fisheries waters enclosed by a line—

- (a) commencing at a point on the exclusive economic zone boundary at approximately 37°35.6'S and approximately 170°05.7'E; then
- (b) proceeding in a generally south-easterly direction to a point 40°30.0'S and 174°30.0'E; then
- (c) proceeding in a generally westerly direction directly to the mean high-water mark of the South Island at the northernmost point of Cape Farewell (at approximately 40°30.0'S and approximately 172°41.0'E); then
- (d) proceeding due west to the exclusive economic zone boundary at approximately 40°30.0'S and approximately 167°23.19'E; then
- (e) proceeding in a generally north-easterly direction along the exclusive economic zone boundary to the point of commencement.

QUOTA MANAGEMENT AREA 7C—CLARENCE POINT TO WEST HEAD, TORY CHANNEL

All that area of New Zealand fisheries waters enclosed by a line—

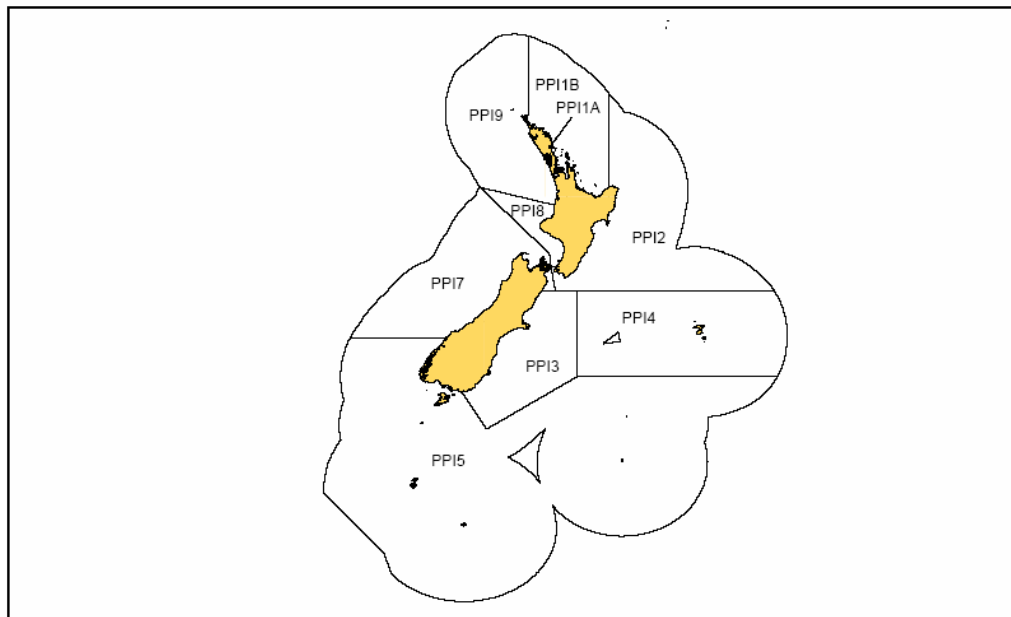
- (a) commencing at a point on the mean high-water mark of the South Island at the easternmost point of West Head (approximately 41°13.0'S and approximately 174°19.4'E); then
- (b) proceeding due east to a point on the boundary of fisheries management area 7 at 41°13.0'S and approximately 174°28.15'E; then
- (c) proceeding in a generally south-easterly direction directly to a point 42°10.0'S and 174°42.0'E; then
- (d) proceeding due west to the mean high-water mark of the South Island near Clarence Point at 42°10.0'S and approximately 173°56.5'E; then
- (e) proceeding in a generally northerly direction along the mean high-water mark of the South Island to the point of commencement.

QUOTA MANAGEMENT AREA 8A—PART CENTRAL (EGMONT)

All that area of New Zealand fisheries waters described in Part I of the First Schedule of the Fisheries Act 1996 as fishery management area 8—Central (Egmont), but excluding the area enclosed by a line—

- (a) commencing at a point at 40°30.0'S and 174°17.1'E; then
- (b) proceeding due east to a point at 40°30.0'S and 174°30.0'E; then
- (c) proceeding due south to a point at 41°06.2'S and 174°30.0'E; then
- (d) proceeding due west to a point at approximately 41°06.2'S and approximately 174°26.5'E; then
- (e) proceeding in a north-westerly direction back to the point of commencement.

PIPI



SPECIES: Pipi
(*Paphies australis*)

MANAGEMENT AREAS

PPI1B – see description below
PPI1C – see description below
PPI2 – standard FMA boundary
PPI3 – standard FMA boundary
PPI4 – standard FMA boundary
PPI5 – FMA 5 and 6 (combined) PPI5
PPI7 – standard FMA boundary
PPI8 – standard FMA boundary
PPI9 – standard FMA boundary

LEGAL DESCRIPTION OF QUOTA MANAGEMENT AREAS FOR CERTAIN PIFI STOCKS

QUOTA MANAGEMENT AREA 1B—EAST NORTHLAND

All that area of New Zealand fisheries waters enclosed by a line—
(a) commencing on the mean high-water mark of the North Island at the north-easternmost point of Te Arai Point (approximately 36°09.5'S and approximately 174°39.1'E);
then
(b) proceeding in a generally northerly direction along the mean high-water mark of the North Island to the easternmost point of North Cape (approximately 34°24.8'S and approximately 173°02.8'E); then
(c) proceeding north along this line of longitude from the easternmost point of North Cape to the exclusive economic zone boundary at approximately 30°53.1'S and approximately 173°02.8'E; then
(d) proceeding in a generally south-easterly direction along the exclusive economic zone boundary to 33°20.0'S and approximately 177°51.0'E; then
(e) proceeding in a generally south-westerly direction directly to

the point of commencement; but

(f) excluding that area of New Zealand fisheries waters described in Schedule 4 of the Fisheries (Declaration of New Stocks Subject to Quota Management System) Notice (No 2) 2003 as quota management area 1A—Mair Bank, Whangarei Harbour.

QUOTA MANAGEMENT AREA 1C—HAURAKI GULF AND BAY OF PLENTY

All that area of New Zealand fisheries waters enclosed by a line—

(a) commencing on the mean high-water mark of the North Island at the north-easternmost point of Te Arai Point (approximately 36°09.5'S and approximately 174°39.1'E); then

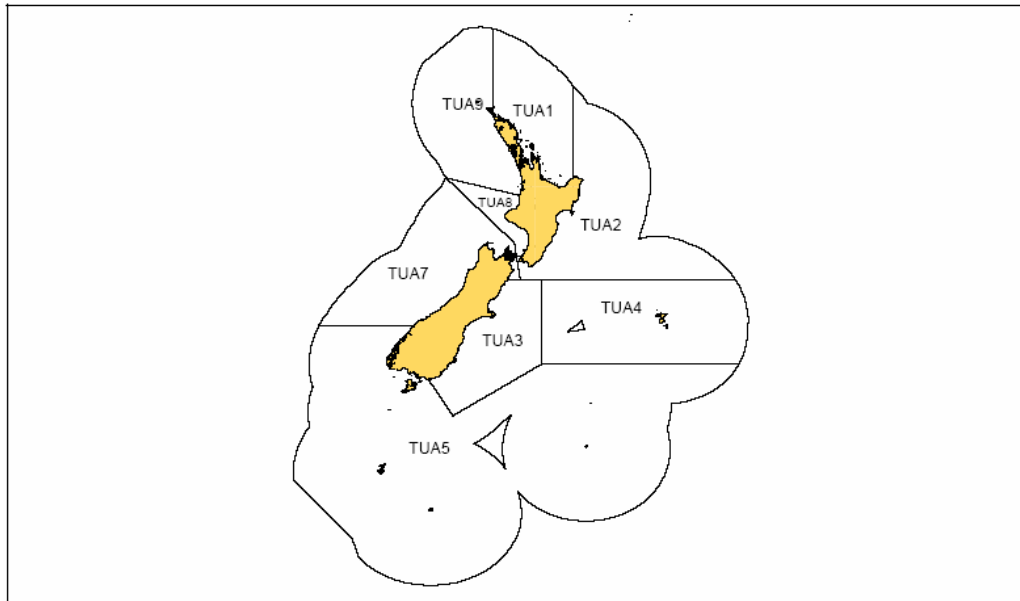
(b) proceeding in a generally south-easterly direction along the mean high-water mark of the North Island to the northernmost point of Cape Runaway (at approximately 37°32.3'S and approximately 177°59.0'E); then

(c) proceeding due north to the exclusive economic zone boundary at approximately 33°27.7'S and approximately 177°59.0'E; then

(d) proceeding in a generally north-westerly direction along the exclusive economic zone boundary to a point at 33°20.0'S and approximately 177°51.0'E; then

(e) proceeding in a generally south-westerly direction directly to the point of commencement.

TUATUA



SPECIES: Tuatua
(*Paphies subtriangulata*)

MANAGEMENT AREAS

TUA1A – see description below
TUA1B – see description below
TUA2 – standard FMA boundary
TUA3 – standard FMA boundary
TUA4 – standard FMA boundary
TUA5- FMA 5 and 6 (combined)
TUA7 7 – standard FMA boundary
TUA8 8 – standard FMA boundary
TUA9 9 – standard FMA boundary

LEGAL DESCRIPTION OF QUOTA MANAGEMENT AREAS FOR CERTAIN TUATUA STOCKS

QUOTA MANAGEMENT AREA 1A—EAST NORTHLAND

All that area of New Zealand fisheries waters enclosed by a line—

(a) commencing on the mean high-water mark of the North Island at the north-easternmost point of Te Arai Point (approximately 36°09.5'S and approximately 174°39.1'E);
then

(b) proceeding in a generally northerly direction along the mean high-water mark of the North Island to the easternmost point of North Cape (approximately 34°24.8'S and approximately 173°02.8'E); then

(c) proceeding north along this line of longitude from the easternmost point of North Cape to the exclusive economic zone boundary at approximately 30°53.1'S and approximately 173°02.8'E; then

(d) proceeding in a generally south-easterly direction along the exclusive economic zone boundary to latitude 33°20.0'S off the north-east coast of the North Island (longitude approximately 177°51.0'E); then

(e) proceeding in a generally south-westerly direction directly to the point of commencement.

QUOTA MANAGEMENT AREA 1B—HAURAKI GULF AND BAY OF PLENTY

All that area of New Zealand fisheries waters enclosed by a line—

(a) commencing on the mean high-water mark of the North Island at the north-easternmost point of Te Arai Point (approximately 36°09.5'S and approximately 174°39.1'E); then

(b) proceeding in a generally south-easterly direction along the mean high-water mark of the North Island to the northernmost point of Cape Runaway (approximately 37°32.3'S and approximately 177°59.0'E); then

(c) proceeding north along this line of longitude to the exclusive economic zone boundary (at approximately 33°27.7'S and approximately 177°59.0'E); then

(d) proceeding in a generally north-westerly direction along the exclusive economic zone boundary to latitude 33°20.0'S off the north-east coast of the North Island (longitude approximately 177°51'E); then

(e) proceeding in a generally south-westerly direction directly to the point of commencement.

COMPLETION OF DEEDS

Step One:

RIO/MIOs to Confirm Representatives

RIO/MIOs must –

- (a) select their representative organisation and identify the same to Te Ohu. The organisation selected can represent one particular RIO/MIOs or a collective of RIO/MIOs. Representatives should be corporate entities because of the indemnities which are required;
- (b) complete and provide to Te Ohu the **Deed of Waiver and Indemnity** attached to this panui as Appendix 4.

RIO/MIOs representative organisations must: -

- have the mandate of the RIO/MIOs to receive ACE on behalf of the RIO/MIOs;
- be legal entities capable of giving the indemnities and waivers required;
- represent an RIO/MIOs recognised by Te Ohu.

The purpose of the **Deed of Waiver and Indemnity** is to confirm that the nominated representative organisation does represent the RIO/MIOs and that the ACE distributed to the representative organisation will satisfy the RIO/MIOs claims. It also provides an indemnity to Te Ohu in the event that the capacity of the representative, or the representative's dealings with the ACE, are challenged.

YOU SHOULD READ THE DEED CAREFULLY BEFORE SIGNING.

Step Two:

Representatives to Accept Responsibility

FMA Representatives:

- (a) should be a corporate entity because of the indemnities required;
- (b) must signify in writing to Te Ohu that they accept the responsibility of acting as a representative by signing and returning to Te Ohu the **Deed of Indemnity** attached to this panui as Appendix 5.

The purpose of the Deed of Indemnity is to confirm which RIO/MIOs are represented by the representative and to indemnify Te Ohu against any claims to the contrary.

AGAIN, THIS DEED SHOULD BE CAREFULLY CONSIDERED BEFORE SIGNING.

DEED OF WAIVER AND INDEMNITY

DATED the day of 2005

BY: (insert name) **(1)***, the recognised iwi organisation for (insert Iwi) **(2)***(the “RIO”)

RECITALS:

- A.** Te Ohu Kai Moana Trustee Limited (“Te Ohu”) is a statutory body established pursuant to the Maori Fisheries Act 2004 (the “Act”).
- B.** Te Ohu holds quota shares against which it has registered settlement quota interests (“settlement quota”).
- C.** Under the Act Te Ohu is required to offer the annual catch entitlement derived from the settlement quota (the “ACE”) to the recognised iwi organisation (“RIO”) or mandated iwi organisation (“MIO”) of each Iwi.
- D.** Te Ohu is empowered to set the terms and conditions for offering the ACE.
- E.** The terms and conditions set by Te Ohu for offering the ACE for the fishing years commencing on 1 October 2005 were specified in a Panui from Te Ohu, dated xxxxx(the “Panui”).
- F.** As a condition of participating in the distribution of the ACE for the fishing years commencing on 1 October 2005 (the October “ACE Round”) Te Ohu requires the RIO to agree to the terms and conditions recorded in this Deed.

IT IS AGREED:

- 1.** The RIO agrees and acknowledges that:
 - (a) the ACE is being made available on the terms and conditions set out in the Panui;
 - (b) the RIO shall comply with, and be bound by, the terms and conditions set out in the Panui;
 - (c) the ACE received by or on behalf of the RIO as a result of the ACE Round shall not bind, compromise, advantage, disadvantage, create an expectation or operate as a precedent for either Te Ohu, the RIO, the iwi and/or any MIO subsequently established to represent the Iwi in relation to any future dealing between Te Ohu and the RIO, the Iwi and/or any MIO subsequently established to represent the Iwi, including the future availability of ACE or the future allocation and transfer of quota shares by or from Te Ohu; and

- (d) the ACE received by or on behalf of the RIO as a result of the ACE Round shall be **WITHOUT PREJUDICE** to the entitlement of the RIO, the iwi and/or any MIO subsequently established to represent the Iwi to any future ACE or the future allocation and transfer of settlement quota by Te Ohu.
2. The RIO further agrees and acknowledges that any claim or entitlement that it or the Iwi and/or any MIO subsequently established to represent the Iwi may have in respect of the ACE Round is fully satisfied by the receipt of the ACE that Te Ohu offers to the RIO under the ACE Round and the RIO hereby unconditionally waives any further claim or right against Te Ohu in relation to the ACE Round.
3. In consideration of Te Ohu's offer to sell ACE to the RIO in the ACE Round, the RIO hereby guarantees to Te Ohu that:
- (a) it represents all members of the Iwi specified in **Schedule 1** of this Deed (the "Iwi");
 - (b) it has duly appointed the MA Representative to act as its agent () in respect of any ACE that Te Ohu offers to sell to the RIO in respect of the ACE Round;
 - (c) the Management Area Representative identified in **Schedule 2** (the "MA Representative") shall comply with the terms and conditions set out in the Panui; and
 - (d) the MA Representative shall act on behalf of the RIO only in respect of the management areas referred to in **Schedule 3**.
4. In consideration of Te Ohu's offer to sell ACE to the RIO in the ACE Round, the RIO hereby agrees to indemnify and hold harmless Te Ohu and its representatives against any and all liabilities, losses, costs, damages, cross-claims or proceedings (whether monetary or otherwise and whether based in equity or law) incurred by or commenced against Te Ohu in relation to or arising from:
- (a) any breach of this Deed or the terms and conditions specified in the Panui by the RIO or any subsequent purchaser or transferee of the ACE under any subsequent sale or transfer agreement;
 - (b) Te Ohu transferring the ACE to the RIO or its MA Representative that are caused, commenced or contributed to by the RIO or its MA Representative and/or their beneficiaries, members, successors or assignees and/or any beneficiary or member of the Iwi and/or any MIO subsequently established to represent the Iwi;
 - (c) any claim by any person (or body) that that person (or body) is the duly authorised representative of the RIO all or any of the Iwi; and

(d) the subsequent use or distribution of the ACE or any proceeds or benefits derived from the ACE.

5. The RIO shall co-operate in good faith with Te Ohu in respect of the ACE Round. Without limiting the generality of this obligation, the RIO shall if requested provide to Te Ohu evidence of the matters guaranteed in clause 2 of this Deed.

*[*Note: numbers in brackets and bold type in this Deed correspond with numbers in the explanation sheet attached. When completing the deed you should refer to the explanation sheet in order to avoid the need to have deeds corrected or re-executed.]*

SCHEDULE 1
(The Iwi which the RIO represents)

(2)

SCHEDULE 2
*(Full name of the person or organisation acting as the
Management Area Representative)*

(3)

SCHEDULE 3
(Relevant Management Area(s))

(4)

EXECUTED AS A DEED on the date referred to above.

The common seal of)
(5))
)
)
was hereunto affixed in)
the presence of:)

EXPLANATION SHEET

[NB: This is not part of the Deed. It is an explanation of how to complete the Deed]

- (1) **Insert the full name of the RIO that is signing this deed.**

- (2) **Insert the names of ALL Iwi the RIO represents in respect of the MAs referred to in Schedule 3.**

- (3) **Insert the full name of the person or organisation acting as the MA Representative.**

Note: We expect that this will be a legal entity (such as a company, incorporated society, charitable trust or Maori Trust Board) rather than an individual. The principal reason for this is that individuals who act as MA Representative and enter into these deeds will be personally liable for the performance of the promises in the deed.

- (4) **Insert the relevant Management Areas.**

- (5) **As with (1) above, insert the full name of the RIO.**

Note: The RIO entering into this deed should sign under seal following the procedures set out in either the organisation's rules or, if applicable, the Act under which the organisation is created. Organisations such as partnerships may not use a seal in which case the usual partnership rules for entering into deeds will apply.

DEED OF INDEMNITY

DATED the day of 2005

BY: (1)*

(“the Management Area (MA) Representative”)

WHEREAS

- A.** Te Ohu Kai Moana Trustee Limited (“Te Ohu”) is a statutory body established pursuant to the Maori Fisheries Act 2004 (the “Act”).
- B.** Te Ohu holds quota shares against which it has registered settlement quota interests (“settlement quota”).
- C.** Under the Act Te Ohu is required to offer the annual catch entitlement derived from the settlement quota (the “ACE”) to the recognised iwi organisation (“RIO”) or mandated iwi organisation (“MIO”) of each Iwi.
- D.** Te Ohu has invited RIOs and MIOs to participate in a distribution of ACE for the fishing years commencing on 1 October 2005 (“the ACE Round”) on the terms and conditions specified in a panui from Te Ohu, dated [xx] October 2005 (“the Panui”).
- E.** The Recognised Iwi Organisation(s) referred to in **Part A of Schedule 1** (“the RIO(s)”) have territory within the management areas specified in **Schedule 2** (“the MAs”).
- F.** The Iwi referred to in **Part B of Schedule 1** (the “Iwi”) are represented by the RIO(s).
- G.** The RIO(s) have appointed the MA Representative to act as the agent of the RIO(s) in connection with the ACE Round as it applies to the MAs and, if required, to receive ACE that the RIO(s) may be offered under the ACE Round.
- H.** As a condition of Te Ohu dealing with the MA Representative as agent for the RIO(s) in the ACE Round, Te Ohu requires the MA Representative to agree to the terms and conditions recorded in this Deed.

IT IS AGREED:

- 1. The MA Representative agrees and acknowledges that:
 - (a) ACE is being made available on the terms and conditions set out in the Panui;

- (b) the MA Representative shall comply with, and be bound by, the terms and conditions set out in the Panui;
 - (c) the MA Representative will procure the compliance of the RIO(s) with the terms and conditions set out in the Panui;
 - (d) the ACE received by or on behalf of the RIO(s) as a result of the ACE Round shall not bind, compromise, advantage, disadvantage, create an expectation or operate as a precedent for either Te Ohu, the RIO(s), the iwi and/or any MIOs subsequently established to represent the Iwi in relation to any future dealing between Te Ohu and the RIO(s), the Iwi and/or any MIO subsequently established to represent the Iwi, including the future availability of ACE or the future allocation and transfer of quota shares by or from Te Ohu; and
 - (e) the ACE received or accepted by the MA Representative by or on behalf of the RIO(s) as a result of the ACE Round shall be **WITHOUT PREJUDICE** to the entitlement of the RIO(s), the Iwi and/or any MIO subsequently established to represent the Iwi to any future ACE or to allocation and transfer of quota shares by Te Ohu.
2. In consideration of the RIO(s) being invited to participate in the ACE Round through the MA Representative, the MA Representative hereby warrants to Te Ohu that:
- (a) The Iwi have territory within the MA;
 - (b) The RIO(s) have been duly appointed to represent the Iwi in relation to the ACE Round; and
 - (c) The RIO(s) have duly appointed the MA Representative to act as its/their agent for the ACE Round and, if required, to receive ACE that the Iwi may be offered by Te Ohu under the ACE Round.
3. In further consideration of the RIO(s) being invited to participate in the ACE Round, the MA Representative hereby agrees to indemnify and hold harmless Te Ohu and its representatives against any and all liabilities, losses, costs, damages, cross-claims or proceedings (whether monetary or otherwise and whether based in equity or law) incurred by or commenced against Te Ohu in relation to or arising from:
- (a) any breach of this Deed or the terms and conditions specified in the Panui by the MA Representative or its employees, agents, successors or assigns;
 - (b) any claim by any person that the Iwi do not have territory within the MAs;
 - (c) any claim by any person that the RIO(s) have not been duly appointed or do not properly represent their respective Iwi;

- (d) any defect or alleged defect in the appointment of the MA Representative as agent for the RIO(s) (or any of them); and
 - (e) the subsequent use or distribution of either the ACE or any proceeds or benefits derived from the ACE.
4. If requested, the MA Representative shall provide Te Ohu with satisfactory evidence of its appointment as agent for the RIO(s).
*[*Note: numbers in brackets and bold type in this Deed correspond with numbers in the explanation sheet attached. When completing the deed you should refer to the explanation sheet. This will help avoid the need to have deeds corrected or re-executed.]*

SCHEDULE 1

PART A

(All Iwi the Management Area Representative has been appointed to represent)

(2)

PART B

(Names of the RIO(s) which represent the Iwi Referred to in Part A)

(3)

SCHEDULE 2

(Relevant Management Areas(s))

(4)

SCHEDULE 3

(Name, address and QRN number of person/organisation to whom the ACE is to be transferred)

(5)

EXECUTED AS A DEED on the date referred to above.

The common seal of)
(6))
)
)
was hereunto affixed in)
the presence of:)

EXPLANATION SHEET

[NB: This is not part of the deed. It is an explanation of how to complete the deed]

- (1) **Insert the full name of the person or organisation that will be acting as the MA Representative.**

Note: We expect that this will be a legal entity (such as a company, incorporated society, charitable trust or Maori Trust Board) rather than an individual. The principal reason for this is that individuals who act as MA Representative(s) and enter into these deeds will be personally liable for the performance of the promises in the deed.

- (2) **Insert the names of ALL Iwi the MA Representative has been appointed to represent in respect of the MA(s) referred to in Schedule 2.**

- (3) **Insert the names of the RIO(s) (i.e. Trust Boards or Runanga etc) which represent the Iwi referred to in Part A of Schedule 1.**

- (4) **Insert the relevant MA(s).**

- (5) **Insert name, address and QRN number of person/organisation to whom the ACE transfer documents are to be made out. These will be the details for the M A Representative.**

- (6) **As with (1) above, insert the full name of the person or organisation acting as the MA Representative.**

Note: If the MA Representative entering into this deed is legal entity, it should sign under seal following the procedures set out in either the organisation's rules or, if applicable, the Act under which the organisation is created. Organisations such as partnerships may not use a seal in which case the usual partnership rules for entering into deeds will apply. If the MA Representative entering into the deed is an individual then he or she should just sign their own name and this should be witnessed. Again, the witness should also write down their occupation and their address.