

MEMORANDUM OF UNDERSTANDING

**KÄTI HUIRAPA RÜNAKA
ki
PUKETERAKI**

AND

**OCEANA GOLD
(NEW ZEALAND) LIMITED**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is made this 6th day of December 2004.

BETWEEN **KĀTI HUIRAPA RŪNAKA KI PUKETERAKI**

AND **OCEANA GOLD (NEW ZEALAND) LIMITED**

1 INTRODUCTION

- 1.1 Kāti Huirapa Runaka ki Puketeraki ("Kāti Huirapa Rūnaka") is one of eighteen Papatipu Rūnaka¹ identified in the first schedule of the Te Rūnanga of Ngāi Tahu Act 1996 ("TRoNT Act") exercises rakatirataka within the takiwā/area, as described in the First Schedule of the TRoNT Act attached ("Takiwā").
- 1.2 Oceana Gold (New Zealand) Limited ("Oceana Gold") owns and operates Macraes mine the largest gold mine in New Zealand. Macraes mine is located 15 km West of Palmerston and 80 km North of Dunedin, within the takiwā of Kāti Huirapa Rūnaka ki Puketeraki.
- 1.3 The purpose of this Memorandum of Understanding is to set out the objectives and basic terms and conditions of the relationship between the parties to enable the parties to work together in good faith for their mutual benefit.

2 OBJECTIVES

- 2.1 The objective of this Memorandum is to establish an effective and efficient working relationship between Kāti Huirapa Rūnaka and Oceana Gold in relation to each of their interest in the takiwā, and in particular;
 - (a) To manage the effects of mining and other related activities ("mining") so as to take into account and have regard to the spiritual and cultural values and customary rights of mana whenua² as they apply to the use and management of natural and physical resources;
 - (b) To ensure the effects of mining are remedied, avoided or mitigated as required by the Resource Management Act 1991 and having regard to the interests of Kāti Huirapa Rūnaka.
 - (c) To manage the effect of mining as far as practicable, so as to specifically avoid, remedy or mitigate any adverse effects on waahi tapu³, mahika kai⁴, and waahi taoka⁵;
 - (d) To ensure timely consideration by Kāti Huirapa Rūnaka of any proposals for resource consents made by Oceana Gold, and to ensure that wherever possible Kāti Huirapa Rūnaka provides its written approval to such consent applications.

¹ South of the Waitaki the 'ng' and 'k' are used interchangeably, Rūnanga has the same definition as Rūnaka

² Refer to 2.1 of the Second Schedule

³ Refer to 2.2 of the Second Schedule

⁴ Refer to 2.3 of the Second Schedule

⁵ Refer to 2.4 of the Second Schedule



- (e) To provide necessary and other relevant information to ensure effective and informed consultation as outlined in the terms of reference;
- (f) To develop and maintain an ongoing and meaningful consultative process between mana whenua and Oceana Gold; and
- (g) To establish a Trust with mana whenua representation responsible for the future development and monitoring of Macraes mine beyond mine life.

3 CONSULTATION

3.1 Conduct of Iwi Liaison

Oceana Gold recognises the need to consult Papatipu Rūnaka and Iwi in development, review and strategies where those activities have an impact on cultural values. Subject to the specific requirements of clause 3.4 below, consultation and building of knowledge will be mutually supported and facilitated through specific consultancy agreements between Kāti Huirapa Rūnaka and Oceana Gold. It is acknowledged that there exists, under the Resource Management Act, 1991 a statutory obligation for consultation by Regional and District Councils with Te Rūnanga o Ngāi Tahu (as the Iwi Authority) and Papatipu Rūnaka in relation to planning documents prepared or amended in relation to the Resource Management Act's First Schedule.

3.2 Regular and Special Meetings

Regular meetings will be held between Kāti Huirapa Rūnaka and Oceana Gold. The lead official shall be the Sustainable Development Manager, with routine matters being addressed by the Resource Consenting Manager and the Environmental Coordinator for Oceana Gold, and the nominated representatives from Kāti Huirapa Rūnaka. These representatives will meet six monthly. Special meetings shall be convened where necessary upon request of either party.

3.3 Information Sharing

Oceana Gold and Kāti Huirapa Rūnaka both have access to information that may be of interest to the other party. Subject to matters of confidentiality, Kāti Huirapa Rūnaka and Oceana Gold will make information readily available to each other on request.

3.4 Resource Consents

- (a) Oceana Gold will make every effort to provide Kāti Huirapa Rūnaka, with an overview of the resource consent applications that will be applied for on a six monthly basis. When required by Kāti Huirapa Rūnaka, Oceana Gold will seek the expert opinion of KTKOLtd in the form of the Cultural Impact Assessment. Kāti Huirapa Rūnaka will make every effort to provide Oceana Gold with a comprehensive list as to when such reports may be required.
- (b) Where Oceana Gold has identified forthcoming resource consent applications as required by Clause 3.4(a) above, the parties agree that they will meet prior to the applications being lodged with the Councils to discuss any matters of significance to the Iwi authority or Papatipu Rūnaka. Within 14 days of such meeting Kāti Huirapa Rūnaka shall, if requested by Oceana Gold, either



provide written approval to the proposal as an affected party, or indicate that it will make a submission on the application together with general details of the nature of the submission and the relief sought.

3.5 Resourcing

Oceana Gold recognises that there is a financial cost to Kāti Huirapa Rūnaka in respect of consultation over resource consent applications. Oceana Gold will negotiate with Kāti Huirapa Rūnaka to establish an appropriate process for consultation and define budgets prior to consultation or commencement of a project.

3.6 Other Areas for Cooperation

Oceana Gold and Kāti Huirapa Runaka may agree to work on a wide range of activities. They include (but are not limited to):

- Recognition of ways to identify, record (if desirable), and protect waahi tapu and other taoka⁶,
- To protect, restore, enhance or create mahika kai; identification of opportunities for joint ventures.

4 OWNERSHIP

Unless otherwise agreed, both parties shall retain copyright of all documents prepared by them.

5 LIABILITY

At no time will Kāti Huirapa Rūnaka bear responsibility or liability in respect of any unlawful action arising out of the conduct of Oceana Gold or its agents. Similarly, at no time will Oceana Gold bare responsibility or liability for any unlawful action by Kāti Huirapa Rūnaka, or their respective agents.

6 CONFLICT RESOLUTION

The Executive of Kāti Huirapa Rūnaka and the Sustainable Development Manager shall settle all disputes and differences between the parties in relation to the performance and interpretation of this Memorandum through meeting kanohi ki te kanohi (face to face). If differences remain unresolved the parties will enter into mediation.

7 ASSIGNMENT

This Memorandum shall bind the parties and their successors but shall not be assignable by any party without the prior written consent of the other party. Such consent shall not be unreasonably or arbitrarily withheld.

⁶ Refer to 2.5 of the Second Schedule



8 REVIEW

The terms of this Memorandum may be reviewed and amended by mutual agreement.

**SIGNED FOR AND ON BEHALF OF
KĀTI HUIRAPA RŪNAKA KI PUKETERAKI**

M. R. Smith.....Deputy Chairperson

OCEANA GOLD (NEW ZEALAND) LIMITED

U. Badger.....Sustainable Development
Manager

FIRST SCHEDULE
First schedule of the Te Rūnanga o Ngāi Tahu Act 1996

TAKIWÄ OF KÄTI HUIRAPA RŪNANGA KI PUKETERAKI

The takiwä of Käti Huirapa ki Puketeraki centres on Karitane and extends from Waihemo to Purehurehu and includes an interest in Otepoti and the greater harbour of Ōtäkou. The takiwä extends inland to the Main Divide sharing an interest in the lakes and mountains to Whakatipu-Waitai with Rūnanga to the South.

SECOND SCHEDULE
Kupu Awhina

2.1 Mana whenua

The people of the land who hold the mana, specifically the people who whakapapa to Kāti Huirapa Rūnaka.

2.2 Wāhi tapu

A place of specific importance, such as a urupa (cemetery), or place of battle.

2.3 Mahika kai

Traditional area to gather food and resources.

2.4 Wāhi taoka

A treasured place.

2.5 Taoka

A treasure

THIRD SCHEDULE
Contact List

KĀTI HUIRAPA RŪNANGA KI PUKETERAKI
HUIRAPA MARAE
RŪNAKA OFFICE: 121 GRIMNESS ST
MCLACHLAN ROAD
KARITANE

PUKETERAKI
POSTAL ADDRESS: KĀTI HUIRAPA RŪNANGA KI PUKETERAKI
C/- POST OFFICE
KARITANE 9064

OCEANA GOLD LIMITED
POSTAL ADDRESS:
PO BOX 5442,
DUNEDIN
DELIVERY ADDRESS:
LEVEL 1 COMMUNITY TRUST HOUSE,
CNR FILLEUL STREET & MORAY PLACE
DUNEDIN