



## Tiaki Taonga Trust

Ka tu te kahikatea i roto i te kotahitanga, kei tika te tupuranga hei pono te teiteitanga hei korowaitanga te aroha.

(The Kahikatea stands firm and proud amidst the security of unity, in this nurturing environment, it grows sturdy and upright, it grows tall and true, with integrity, itself ultimately evolving into a vital part of the mutually-reinforcing, interwoven cloak of caring and compassion for all others)

**Date: 09 September 2019**

**To: Ministry of Business, Innovation and Enterprise**

**Topic: Plant Variety Rights Act 1987 ('PVRA') comply with He Whakaputanga 1835 Te Tiriti o Waitangi 1840 ('TOW'), Tino Rangatiratanga, Wai 262 flora and fauna claim, Maori Development Act 1962, New Zealand's ('NZ') and international obligations.**

**How shall the Plant Variety Rights Act 1987 ('PVRA') comply with He Whakaputanga 1835 Te Tiriti o Waitangi 1840 ('TOW'), Tino Rangatiratanga, Wai 262 flora and fauna claim, New Zealand's ('NZ') and international obligations?**

### ***What is the Wai 262 flora and fauna claim about?***

The claim is about the place of Māori culture, identity and traditional knowledge in New Zealand's laws, and in government policies and practices. It concerns who controls Māori traditional knowledge, who controls artistic and cultural works such as haka and waiata, and who controls the environment that created Māori culture. It also concerns the place in contemporary New Zealand life of core Māori cultural values such as the obligation of iwi and hapū to act as kaitiaki (cultural guardians) towards taonga (treasured things) such as traditional knowledge, artistic and cultural works, important places, and flora and fauna that are significant to iwi or hapū identity.

***The “Pou” of WAI 262 flora and fauna Claim is, He Whakaputanga 1835, Te Tiriti o Waitangi 1840 and Tino Rangatiratanga)***

***1. He Whakaputanga 1835***

He Whakaputanga was written and signed in 1835 as a way for hapu to declare their combined sovereignty over New Zealand in a way that would be recognized in international law. This declaration was officially recognized by the United Kingdom. In article two, Kingitanga, or sovereignty/kingship and mana were to be held by the tino rangatira

***And then they expressed it in a beautiful Māori term, they said, “Ko mātou te mana i te whenua.” What that says is, “We can speak, because we have the mana that comes from the land to us. Not “mana o te whenua.” They’re not saying we have the mana over the land; we have the mana simply because the land is in us.***

***2. Te Tiriti o Waitangi 1840***

In 1840, when Te Tiriti o Waitangi was signed, tino rangatiratanga was to be maintained by Maori as outlined in article two. Although the Crown has interpreted a full cessation of sovereignty by Maori over their own lands with the signing of Te Tiriti, The Ngāpuhi Stage One Report found otherwise. They found instead that there are three spheres of authority co-existing under Te Tiriti. The British Crown has authority over its subjects over land legitimately acquired by them. Māori have Tino Rangatiratanga over Maori lands and peoples, and the third sphere comes with the partnership over areas where Maori and English intermingle. The conclusion from the *Report on Stage 1 of the Te Paparahi o Te Raki Inquiry* (“the Ngāpuhi Stage One Report”) reads as follows.

***In February 1840, the rangatira who signed te Tiriti did not cede their sovereignty. That is, they did not cede their authority to make and enforce law over their people or their territories. Rather, they agreed to share power and authority with the Governor. They agreed to a relationship: one in which they and Hobson were to be equal - equal while having different roles and different spheres of influence. In essence, rangatira retained their authority over their hapū and territories, while Hobson was given authority to control Pākehā.<sup>14</sup>***

### **3. Tino Rangatiratanga**

Further, findings from the Flora and Fauna claim show that Tino Rangatiratanga extends over the taonga or treasures of Maori, and that Te Tiriti protects Kaitiaki (guardianship) interests over the environment and the taonga therein. Tino Rangatiratanga has never been extinguished and continues to be carried out and exercised via Māori Tikanga in a number of spheres, including care for living taonga.

*(Prof Manuka Henare - He Tohu Interview)*

#### **Maori Community Development Act 1962**

The Maori Community Development Act 1962 (The Act) sets out the purpose, functions and structures of Maori Councils at local and national level. The Act provides the National Council with powers to make submissions to the Minister or any authority on any subject within the bounds of Section 18 of the Act that the National Council considers would be “advantageous to the Maori race”.

#### **General Functions of the Maori Community Development Act 1962 at Section 18**

any number of the functions support the **Wai 262 claim**.

#### **Look to subsection**

1c(i) to promote, encourage, and assist Maoris—

(i) to conserve, improve, advance and maintain their physical, economic, industrial, educational, social, moral, and spiritual well-being;

(ii) to assume and maintain self-reliance, thrift, pride of race, and such conduct as will be conducive to their general health and economic well-being;

(v) to preserve, revive and maintain the teaching of Maori arts, crafts, language, genealogy, and history in order to perpetuate Maori culture:

(3) In the exercise of its functions the Council may make such representations to the Minister or other person or authority as seem to it advantageous to the Maori race.

***The objectives of the PVRA review are:***

1. to incentivise development and importation of new plant varieties into NZ
2. compliance with He Whakaputanga 1835, Te Tiriti o Waitangi 1840 and Tino Rangatiratanga and
3. fulfilment of NZ's international obligations, including the International Union for the Protection of New Varieties of Plants 1991, ('UPOV 91') under the Comprehensive and Progressive Agreement for Trans-Pacific Partnership ('CPTPP').

A PVRA review was delayed in 2007, in part on grounds that the Waitangi Tribunal had not completed *Ko Aotearoa Tēnei: a Report into Claims Concerning New Zealand Law and Policy Affecting Māori Culture and Identity* ('WAI 262'). Completed in 2011, the WAI 262 claim recommends that the plant variety regime "...facilitate better protection for *kaitiaki* (guardianship) relationships with *taonga* (treasure) species and *mātauranga Māori* (Māori knowledge)".

TPP negotiations caused further delay. The plant variety rights' ('PVR') regime is aligned with the International Union for the Protection of New Varieties of Plants ('UPOV') 1978, to incentivise plant breeders by protecting their intellectual property. UPOV 91 seeks to further increase breeders' intellectual property rights at the expense of the rights of Māori and NZ farmers and growers.

NZ is a party to the CPTPP. With the notable withdrawal of the United States from CPTPP's predecessor, the Trans-Pacific Partnership,<sup>1</sup> ('TPP') the CPTPP is a free trade agreement, now involving only 11 countries

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<sup>1</sup> On grounds, inter alia that the TPP "...includes a mechanism which would allow private companies to sue national governments if they break the terms of the TPP or pass laws that might hurt their business".

<https://www.express.co.uk/news/politics/757837/TPP-what-is-Trans-Pacific-Partnership-trade-deal-Donald-Trump-why-pull-out-US-America>

in the Asia-Pacific region, including: NZ, Australia, Brunei Darussalam, Canada, Chile, Japan, Malaysia, Mexico, Peru, Singapore, and Viet Nam.<sup>2</sup>

The [CPTPP through the] TPP includes a requirement for NZ to, within three years of entry into force of the TPP, either accede to the most recent 1991 version of UPOV 91, or alternatively, under a NZ specific approach, implement a plant variety rights system that gives effect to UPOV 91.<sup>3</sup>

“The [NZ] Government ratified the CPTPP on 25 October 2018, after the legislation required to implement the Agreement received Royal Assent. On 31 October 2018, the sixth signatory ratified the Agreement, resulting in the CPTPP entering into force on 30 December 2018.” The requirement for NZ to “...accede...” or “...under a NZ specific approach... ..give effect to UPOV 91,” shall be met by 30 December 2021.

Significantly, under UPOV 91 farmers and growers shall no longer freely save seeds from protected varieties for their own use; plant varieties may be patented; plant breeders’ rights are extended to harvested material in the case of unauthorised propagation, and minor changes in plant varieties will be considered as ‘essentially derived’. are extended to harvested material in the case of unauthorised propagation, and minor changes in plant varieties will be considered as ‘essentially derived’.

What then, is the interface between Human Rights and Intellectual Property Rights in respect of the PVRA? How shall we define authorised use of protected plant varieties? What human rights issues arise from plant variety patents? What constitutes unauthorised propagation? What is the effect of an Essentially Derived Variety regime? What solutions emanate from these considerations?

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<sup>2</sup> <https://www.mfat.govt.nz/en/trade/free-trade-agreements/free-trade-agreements-in-force/cptpp/cptpp-overview/>

<sup>3</sup> [tpp.mfat.govt.nz/assets/docs/TPP\\_factsheet\\_Intellectual-Property.PDF](http://tpp.mfat.govt.nz/assets/docs/TPP_factsheet_Intellectual-Property.PDF)

Plant breeders' Intellectual Property Rights may be strengthened in respect of the PVRA, in terms of sanctions, whereby not only the harvest (or the profits of the harvest) become forfeit, but the final product (or the profits of the final product may become forfeit). For example, if a patented variety of berry was the subject of unauthorised propagation, forfeit of the commercialised fruit juice into which the berry has been made could be part of the sanction for intentionally unauthorised use.

Seizure of machinery and equipment used in making the unauthorised product could become part of the damages to the plaintiff. Anton Pillar orders should be issued according to civil standards. However, the onus of proof, would be incumbent upon the plaintiff on the *Woolmington* standard.

The United Nations Declaration on the Rights of Indigenous Peoples, ('UNDRIP') Art 31 conveys indigenous peoples' right to maintain, control, protect and develop their cultural heritage, traditional knowledge... ..as well as... ..the manifestations of their sciences, technologies and cultures... ..including genetic resources, seeds, medicines, knowledge of the properties of... ..flora; ...and the right to maintain, control, protect and develop their intellectual property over such cultural heritage.

In 2010, UNDRIP was endorsed Canada. "[W]hen the Crown has knowledge, real or constructive, of the potential existence of the Aboriginal right or title and contemplates conduct that might adversely affect it..." ...the Crown is obliged to consult with indigenous Canadians<sup>4</sup>: (*Moulton Contracting Ltd v British Columbia*, 2013 SCC 26 at 29). Both the Crown and the Aboriginal people in question are required to consult in good faith<sup>5</sup>: (*Haida Nation v. British Columbia (Minister of Forests)* 2004 SCC at 73); ...the duty to

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consult does not require that an agreement be reached, nor does it give Aboriginal peoples a veto<sup>6</sup>: (*Taku River Tlingit First Nation v. British Columbia*) (Project Assessment Director), 2004 SCC 74.

In terms of legal outcomes, without the requirement that an agreement be reached, Canadian UNDRIP caselaw would appear to relegate Human Rights jurisprudence to the relatively toothless. However, from a political, social and economic perspective the obligation to consult, especially, the obligation to consult when the Crown has knowledge real or constructive of the potential existence of an Aboriginal right or title and contemplates conduct that might adversely affect it: would invite public debate, contribute to hitherto unlikely domestic alliances, (eg Māori, domestic plant breeders, farmers and growers) formed to prioritise national cultural and economic interests over international ones. Whilst complying with NZ's international obligations, failure of the Crown to appropriately consult may result in domestic injunctions, financially punitive judicial review and domestic sanctions against the Crown for failure to meet domestic obligations with indigenous peoples.

However, as the Crown shall comply with the principles of TOW, the obligations to Māori go further. In international Human Rights jurisprudence, TOW may forge a path for international human rights. In relation to the PVRA review, the Waitangi Tribunal made the following recommendations:

1. that the Commissioner of Plant Variety Right(s) ('PVR') be empowered to refuse a PVR that would affect the *kaitiaki* relationship with *taonga* species;
2. that the Commissioner be supported by a Māori advisory committee in his/her consideration of the *kaitiaki* interest;

3. to clarify the level of human input into the development of a plant variety for the purpose of PVR protection; and

4. to enable the Commissioner to refuse a proposed name for a plant variety if its use would be likely to offend a significant section of the community, including Māori (offensive names)”.

PVR owner’s rights are exhausted at the point of sale of the propagating material of their protected variety (unless other contractual arrangements are made, which is not uncommon in the commercial context). For example, if a consumer was to buy a tomato plant of a protected variety, the PVR owner would have no rights over the tomatoes produced.

The traditional Māori world is a holistic world of relationships based upon kinship (*Whanaungatanga*) and genealogy (*whakapapa*). “The plants of Aotearoa are descendants of *Tāne Mahuta*,” the Māori god of the forest. Flora, indigenous and introduced, which draw sustenance from the nutrients of the soil of New Zealand; or enjoy New Zealand’s temperate climate become inextricably related by *whakapapa* to *Tāne Mahuta*.

A *tōtara*, which grows on the western side of a ridge, has acclimatised to severe weather from the west, whilst simultaneously enjoying the sustenance of the sun from the east. The propensity for the heavier western side to act as ballast improves stability when the *tōtara* is carved into a canoe (*waka*).

Inclusive relationships of flora in the Māori world do not transfer well into the plant varieties rights regime, which prefers to identify individual plant varieties by taxonomic differences. In order to give meaningful effect to the principles of TOW, the PVRA should be guided by an overarching TOW clause, such as section 4 of the Conservation Act 1987, which provides:



“Act to give effect to He Whakaputanga 1835 the Te Tiriti o Waitangi 1840 (‘TOW’) and Tino Rangatiratanga

This Act shall so be interpreted and administered as to give effect to the principles of the Treaty of Waitangi 1840.”

A New Zealand specific approach to implement a plant variety rights system that gives effect to UPOV 91, would be more conducive to giving a meaningful effect to the principles of TOW than accession to UPOV 91.

Definitions of English terms in the Interpretation section of the PVRA 1987 convey a greater certainty (as much for the investors as for the plant breeders) than had they been left undefined.

Problems arise where a definition has become unreasonable in law. For example:

“plant—(a) includes a fungus; but

(b) does not include an alga or a bacterium”

With attention to parity, an Anonymous submission from a trans-Tasman “Patent Attorney (Australia and New Zealand)”, “...act[ing] on behalf of clients involved in scientific research directed to the protection of fresh and marine environments and the sustainable development of primary industries, including aquaculture,” to MBIE provides, inter alia:

“The removal of the exclusion [of alga from the definition of plant] would remove the anomaly of the varieties of microscopic or macroscopic algae being excluded from protection under the current PVR legislation, whereas varieties of microscopic or macroscopic species of fungi are eligible for protection;”

and “...more closely align the scope of protection obtainable in New Zealand with that obtainable for varieties of algal species in other countries such as Australia and the United States.”

Arguing for the removal of the exclusion of ‘alga’ from the definition of ‘plant’ from the principles of the TOW provides a similar conclusion but from a traditional Māori world view: For example, *Angiangi* is known in English as Bearded Lichen, which “...grows on sick or dying trees due to the pre-existing loss of canopy leaves, allowing for greater photosynthesis by the lichen's algae”; “[and] makes an excellent antibiotic or antifungal application.” *Angiangi* is *taonga* (treasure). Under the principles of the TOW, *taonga* shall be protected.

Significantly, an English translation of *taonga* should not be included in the Interpretation section of the PVRA but included; and interpreted compliant with the overarching principles of a TOW clause.

Language conveys ideas but over time the meaning of language may change; and the ideas, with which language has been used to originally convey, may have developed. Ideas conceived in one culture do not necessarily convey the same idea when translated into the language of another. Isolated words in one language may lose context when combined with words, which convey contrasting ideas from a foreign language; or conversely, gain unintended context from the microscopic exactitude required from legislative interpretation.

A definition of *taonga* in the Interpretation section would convey contemporary certainty of meanings of what the word translates to in English; and condemn by crystallisation, future nuances of what the idea translates from in Māori.

The Māori word *kaitiaki* developed to describe Pākehā (New Zealander of European descent) institutions as they arose: for example, *Kaitiaki mō te Kātoa* (Public Trustee) and *Te Kaitiaki Take Kōwhiri* (Electoral Commission). Māori words within the PVRA should be capable of development under the common law to give certainty (although retrospective) to stakeholders under the PVRA and the TOW, including guidance to stakeholders, who benefit from the protection of both.

**UPOV 91 Article 14(1)** sets out the Scope of the Breeder's Right:

[Acts in respect of the propagating material]

(a) Subject to Article 15 and Article 16, the following acts in respect of the propagating material of the protected variety shall require the authorization of the breeder:

(i) production or reproduction (multiplication),

(ii) conditioning for the purpose of propagation,

(iii) offering for sale,

(iv) selling or other marketing,

(v) exporting,

(vi) importing,

(vii) stocking for any of the purposes mentioned in (i) to (vi), above.

(b) The breeder may make his authorization subject to conditions and limitations.”

Māori, farmers and growers traditionally save seeds for their own use. Regulating this tradition increases plant breeders' rights by reducing the rights of Māori, farmers and growers in NZ. An incursion into the rights of Māori, who save seeds containing the *whakapapa* of indigenous varieties would be a breach of the principles of TOW.

### **What then, is authorised use?**

Review of the PVRA shall be compliant with the principles of TOW. The principles of TOW convey *kaitiaki* relationship rights to approximately 80 000 indigenous *taonga* species. Indigeneity includes plants endemic to NZ; and those imported by Māori, (for example, kumara).

### **What is a 'protected variety' and a 'variety' under the PVRA?**

PVRA 1987, s 2 provides:

“protected variety means a variety in respect of which a grant is in force.

variety means a cultivar, or cultivated variety, of a plant, and includes any clone, hybrid, stock, or line, of a plant; but does not include a botanical variety of a plant.”

A cultivar (or cultivated variety) is intentionally bred using cultivation methods by plant breeders, whereas a botanical variety is grown naturally without human influence.

Under TOW, the PVRA shall provide that an indigenous plant variety is imbued with *whakapapa* (genealogy) to the indigenous plant. The concept of *whakapapa* prevails if all or any of a plant variety contains indigenous species. Only foreign plant varieties may be exempt from the principles of TOW; unless cultivated using *mātauranga Māori*.

Regulation which deprives Māori of the rights conveyed in the principles of TOW is unreasonable; and likely to be quashed under judicial review. *Wednesbury* unreasonableness: a decision is so unreasonable that no reasonable authority would ever consider imposing it.<sup>7</sup>

Where changes in a plant variety yields a better crop, a cottage industry seed exchange between NZ farmers and growers is beneficial for NZ's economy. Under the present PVRA regime, Māori, farmers and growers may save seeds. Under accession to UPOV 91, Māori, farmers and growers shall not save seeds unless for exceptional circumstances.

Where plant variety patents are held internationally, licence fees which would otherwise remain in NZ, would be transferred overseas. The PVRA review may regulate financially beneficial advantages to NZ held patent holders; require international patent holders to reinvest a portion of their profit into NZ, or enable an equitable royalty regime, which would incentivise introduction and development of further new varieties for the benefit of

Māori, plant breeders, farmers, growers and society through access to new improved plant varieties.

Adoption of UPOV 91 would give overseas protection to NZ plant breeders against member countries but member countries are not obliged to comply with TOW. Review of the PVRA, which does not prevent this outcome may deprive Māori of the rights conveyed in the principles of TOW; and contravene UNDRIP Art 31.

A legislative mechanism shall be incorporated into the PVRA to prevent the sale of a plant variety containing indigenous matter to and from intentional and/or recidivist offenders. A Plant Varieties

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<sup>7</sup> *Associated Provincial Picture Houses Ltd. v Wednesbury Corporation* 1 KB 223 [1948] per Lord Greene MR at 292.

Inspector may be created by legislation to protect the interests of Māori and NZ farmers and growers from intentional and/or recidivist offenders.

What issues arise from plant variety patents?

**PVRA 1987 s 2 provides:**

“grantee means the holder of a grant; and, in relation to a protected variety, means the holder of a grant in respect of that variety”

There is no mechanism in the PVRA to prevent grantees from merely holding grants and demanding licence fees without any interest in investment in the importation of new plant varieties or research and development.

The Patents Act 2013, s 2 provides:

“patentee means the person entered in the patents register as the grantee or owner of a patent at the relevant time”

The patentee is not restricted to the inventor. Against the purposes of incentive and protection to plant breeders, the economic commodification of grants may become a disincentive to invest in plant varieties where the PVRA review has not protected the grantee from the patent troll.

## **What constitutes unauthorised propagation?**

UPOV 91 Article 14(2) provides:

[Acts in respect of the harvested material] Subject to Article 15 and Article 16, the acts referred to in items paragraph (1)(a)(i) to paragraph (1)(a)(vii) in respect of harvested material, including entire plants and parts of plants, obtained through the unauthorized use of propagating material of the protected variety shall require the authorization of the breeder, unless the breeder has had reasonable opportunity to exercise his right in relation to the said propagating material.

The PVRA should include a strict liability defence where at the time of the infringement, the defendant was not aware of, and had no reasonable grounds for suspecting the existence of a PVR in a particular plant variety. The court may refuse to award damages or to make an order for an account of profits: (cf s 16 PBR Act 1994 (Aus)).

## ***What is the effect of an Essentially Derived Variety regime?***

The purpose of an Essentially Derived Variety regime is ostensibly to protect the original breeder from the breeder of a derived variety that has no stand-alone merit of its own. However, the PVR may belong to a grantee, investing an interest in importation, research and development, who is prevented from obtaining a fair return on investment, rather than a patent troll only expecting licence fees.

Under TOW accession to UPOV 91 may prove unreasonable. Mere patent holders, and patent holders, who may be plant breeders, may not reside in NZ. UPOV 91 erodes farmers' and growers' rights and is unlikely to comply with TOW.

Therefore, implementing a PVR regime that gives effect to UPOV 91 whilst compliant with TOW; and considers the economic consequences of reducing NZ farmers' and growers' rights in order to increase the rights of domestic breeders may be a more viable option.

The PVRA grants exclusive plant variety rights<sup>8</sup> to grantees<sup>9</sup> to reproductive material<sup>10</sup> for commercial purposes,<sup>11</sup> for a limited time.<sup>12</sup>

A grant may be made for a cultivar if it is: 1 new, 2 distinct, uniform and stable, and 3 an acceptable denomination is proposed.

PVRA s 10 Making of Grants provides:

(4) For the purposes of subsection (2)(d),—

(a) subject to subsection (6), a variety is new if there has been no sale of that variety with the agreement of any relevant owner of that variety—

(i) in New Zealand, for more than 12 months before the date on which that application was made; and

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<sup>8</sup> Plant Variety Rights Act 1987 ('PVRA') s 10

<sup>9</sup> Ibid s 2

<sup>10</sup> Ibid S 2 provides a definition of 'reproductive material' as capable of being 'reproduced' or 'propagating'. MBIE use the words 'reproductive' and 'propagating' as synonymous. For the purposes of this essay, I have relied on s 2, 'reproductive'; and the word 'propagating' is implied, as the word is expressed in s 2.

<sup>11</sup> Ibid s 21

<sup>12</sup> Ibid s 14



(ii) overseas, for more than 6 years before that date in the case of a woody plant, or for more than 4 years before that date in every other case:

The grantee possesses exclusive rights to produce for sale and to sell propagating material of the variety. The grant: protects the specific plant variety;<sup>13</sup> costs a minimum of \$900, excluding GST; usually takes 1 to 5 years to acquire, and can last 20 or 23 years.<sup>14</sup>

The grantee may be the breeder or discoverer and developer of the variety; the breeder's employer (for example, a company), or a subsequent legal rights holder, known as a 'successor-in-title'. Any plant variety owner from anywhere in the world may submit an application to become a grantee.<sup>15</sup> Any plant variety owner from anywhere in the world may submit an application to become a grantee.<sup>16</sup>

PVRs do not guarantee a right to develop or commercialise a new plant variety, (for example, where the plant variety is designated as an 'unwanted organism' under the

Biosecurity Act 1993; or where dealing with the plant variety would be unlawful under other legislation).<sup>17</sup>

Nor does a PVR guarantee include rights over the original plants or other harvested material relating to the variety. Unless contractual arrangements are made, the PVR owner's rights are exhausted at the point of sale of the propagating material of their protected variety.

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<sup>13</sup> <https://www.iponz.govt.nz/about-ip/pvr/>

<sup>14</sup> ibid

<sup>15</sup> ibid

<sup>16</sup> ibid

<sup>17</sup> <https://www.mbie.govt.nz/assets/cdce79ad33/information-sheet-what-the-pvr-regime-does-and-doesnt-cover.pdf>

## Appendix 1

### Tino Rangatiratanga Acknowledgements:

On behalf of the Tiaki Taonga Trust – Wai 262 we would like to acknowledge the following Rangatira;

1. Wai 262 Original Claimants, Haana Murray (Ngāti Kuri), Hema Nui a Tawhaki Witana (Te Rarawa), Te Witi McMath (Ngāti Wai), Tama Poata (Ngāti Porou), Kataraina Rimene (Ngāti Kahungunu), and John Hippolite (Ngāti Koata).
2. **He Whakaputanga, Te Tiriti o Waitangi and Tino Rangatiratanga** – Professor Manuka Henare (“He Tohu”)

### Nga Kaitiaki

3. **Plant Variety Rights Act 1987 (‘PVRA’) researchers and writers of this report**
  - **Rachel Witana** - Tiaki Taonga Trust – Wai 262 – Kaiwhakahaere.  
Wai 262 flora and fauna advocate for Ngapuhi and Te Rarawa (Research and writer)
  - **John Vander Zan Den** – Barrister / researcher and writer
  - **Melanie Witana** – Researcher
  - **Kierin Mackenzie** – Researcher / Writer