

MINISTER OF CONSERVATION

and

**DIRECTOR-GENERAL
OF CONSERVATION**

and

WAIKATO-TAINUI

CONSERVATION ACCORD

20 OCTOBER 2008

CONSERVATION ACCORD

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CONSERVATION ACCORD

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THIS ACCORD is made between

THE MINISTER OF CONSERVATION ("MINISTER")

and

THE DIRECTOR-GENERAL OF CONSERVATION ("DIRECTOR GENERAL")

and

WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, in its capacity as trustee of the WAIKATO RAUPATU RIVER TRUST ("WAIKATO-TAINUI")

BACKGROUND

Waikato Raupatu Claims Settlement Act 1995

- A. The Waikato Raupatu Claims Settlement Act 1995 gave effect to certain provisions of the deed of settlement between Her Majesty the Queen in right of New Zealand ("the Crown") and Waikato dated 22 May 1995 and settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.
- B. In clause 16.3 of the 1995 Deed of Settlement, the parties acknowledged that the approximately 19,000 ha (approximately 47,000 acres) of land (not including the Waikato River and the West Coast Harbours) within the Waikato Claim Area is administered by the Department of Conservation and is significant to Waikato. In recognition of the fact that the land is held by the Crown on behalf of all New Zealanders, for the purpose of conservation, and therefore is significant for all New Zealanders, Waikato in exercising their mana and as a free gift chose in the 1995 Deed to give up their claim to that land and forgo further redress in respect of that claim, except the right of first refusal referred to in Clause 10 of the 1995 Deed.

Waikato River negotiations and 2008 Deed

- C. In the spirit of co-operation, compromise and good faith, and as foreshadowed in the 1995 Deed, Waikato-Tainui and the Crown entered into negotiations in respect of the claims of Waikato-Tainui concerning the Waikato River.

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- D. On 22 August 2008 Waikato-Tainui and the Crown signed a deed of settlement of Raupatu claims in relation to the Waikato River ("deed of settlement") and a Kiingitanga Accord, and have agreed to enter a new age of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.
- E. The deed of settlement includes, inter alia, provisions relating to how the Crown will recognise and provide for the co-management of the Waikato River. Waikato-Tainui and the Crown have agreed that accords will be entered into between Waikato-Tainui and various Ministers of the Crown to enhance the relationship between the Crown and Waikato-Tainui and facilitate the new era of co-management contemplated by the settlement.
- F. To give effect to the obligations under clause 9.3 of the deed of settlement and clause 3.1 and the schedule of the Kiingitanga Accord, and to further enhance the relationship between Waikato-Tainui, the Minister, and the Department of Conservation ("Department"), this Accord is entered into by Waikato-Tainui, the Minister, and the Director-General.

WAIKATO-TAINUI TRIBAL AREA AND ANCILLARY ACCORD

- G. Waikato-Tainui wish to record that, while this Accord relates to the Accord Area as defined in clause 2.1 below, their tribal area encompasses the area from: Auckland to West Coast Harbours (to Kaawhia), across to the east including Te Awamutu, to Matamata then north to Te Aroha, around the coast to Miranda - Kaiaua, then up the coast back to Auckland.
- H. An ancillary accord will be entered into by Waikato-Tainui, the Minister, the Department and the Director-General within the framework of the Crown's Crown-lwi relationships policy which will apply to the areas of the Waikato-Tainui tribal area not covered in this Accord within 12 months of the signing of this Accord.

TERMS OF THIS ACCORD

1. PURPOSE

1.1. The purpose of this Accord is to:

- (a) reflect the commitment of the Crown (including the Minister, the Director-General and the Department) and Waikato-Tainui to enter a new era of co-management over the Waikato River with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations;
- (b) set out how Waikato-Tainui, the Minister, the Director-General and the Department will establish and maintain a positive, co-operative and enduring relationship regarding the management of conservation in the Accord Area;

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- (c) provide a framework and mechanisms to achieve co-management in respect of conservation in the Accord Area;
- (d) ensure that the Crown, through the Minister, the Director-General and the Department, will provide recognition for the exercise of mana whakahaere by Waikato-Tainui in relation to the Waikato River; and
- (e) recognise that Waikato-Tainui has an interest in, and a special relationship with, the natural and historic resources, freshwater fisheries and freshwater fish habitats of the Waikato River and its catchment managed by the Department under the conservation legislation.

2. SCOPE OF THIS ACCORD

- 2.1. This Accord will apply to all functions, responsibilities and actions of the Minister, Director-General and Department that affect the health and wellbeing of the Waikato River from Karapiro to Te Puuaha o Waikato, including the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, and its catchment, being the parts of those rivers and the catchment marked "A" on the SO plan in part 6 of the schedule to the deed of settlement ("the Accord Area").

3. PRINCIPLES UNDERLYING THIS ACCORD

- 3.1. The following principles underlie:

- (a) the relationship of Waikato-Tainui with the Waikato River; and
- (b) this Accord.

- 3.2. Te Mana o te Awa (the spiritual authority, protective power and prestige of the river)

- (a) To Waikato-Tainui, the Waikato River is a tupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. The Waikato River has its own mauri, its own spiritual energy, and its own powerful identity. It is a single indivisible being.
- (b) Respect for te mana o te awa (the spiritual authority, protective power and prestige of the Waikato River) is at the heart of the relationship between the tribe and their ancestral River. Waikato-Tainui regard their River with reverence and love. It gave them their name and is the source of their tribal identity. Over generations, Waikato-Tainui have developed tikanga (values, ethics governing conduct) which embody their profound respect for the Waikato River and all life within it. The Waikato River sustains the people physically and spiritually. It brings them peace in times of stress, relief from illness and pain, and cleanses and purifies their bodies and souls from the

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many problems that surround them. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring, and perpetual.

3.3. Mana whakahaere (authority and rights of control)

- (a) Mana whakahaere refers to the authority that Waikato-Tainui and other Waikato River iwi have established in respect of the Waikato River over many generations. Mana whakahaere entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of the Waikato River are maintained. It is based in the recognition that if we care for the River, the River will continue to sustain the people.
- (b) In customary terms mana whakahaere is the exercise of control, access to and management of the Waikato River, including its resources, in accordance with tikanga (values, ethics governing conduct). For Waikato-Tainui, mana whakahaere has long been exercised under the mana of the Kiingitanga.

3.4. Health and wellbeing

- (a) The principle of health and wellbeing reflects the overarching purpose of the Settlement, which is to restore and protect the health and wellbeing of the Waikato River.
- (b) The health and wellbeing of Waikato-Tainui and its special relationship with the Waikato River is inherently connected with the health and wellbeing of the Waikato River.

3.5. Co-management

- (a) The Crown and Waikato-Tainui have committed to enter into a new era of co-management in respect of the Waikato River. The principle of co-management includes:
 - i the highest level of good faith engagement; and
 - ii consensus decision-making as a general rule;while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui and other Waikato River iwi.
- (b) To be effective, co-management must:
 - i be implemented and achieved at a number of levels and across a range of management agencies, bodies and authorities, including (but without limitation) to the following:
 - a. the development, amendment and implementation of strategies, policy, legislation and regulations that may potentially impact on the health and wellbeing of the Waikato River; and

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- b. the processes for granting, transfer, variation and renewal of consents, licences, permits and other authorisations for all activities that potentially impact on the health and wellbeing of the Waikato River; and
- ii include provision for effective Waikato-Tainui input and participation by engagement at an early stage in statutory and management processes, and other actions, that may affect the health and wellbeing of the Waikato River, including the planning and development of new and amended policies or management initiatives or decisions affecting or relating to the Waikato River. This is a positive obligation to provide for early and effective input from Waikato-Tainui, rather than simply an obligation to consult.

3.6. Integration

Arising from the principles of te mana o te awa and mana whakahaere, and inter-related to the principle of co-management, is the principle of integration. The health and wellbeing of the Waikato River and successful co-management requires effective integration of management between the relevant government agencies, Crown entities, local authorities and non-governmental agencies who have roles and responsibilities in respect of the Waikato River.

3.7. Treaty of Waitangi

Te Tiriti o Waitangi/the Treaty of Waitangi and its principles apply to this Accord and the relationship between the Crown and Waikato-Tainui reflected in this Accord.

3.8. Honour and integrity

Underpinning this Settlement is the principle of honour and integrity. Waikato-Tainui and the Crown have entered into this settlement in good faith relying on the commitments of each other contained in the Deed and this Accord with the intention of achieving a full, fair and durable settlement of the Raupatu claims of Waikato-Tainui in relation to the Waikato River.

3.9. Conservation

- (a) The restoration and protection of the health and wellbeing of the Waikato River is consistent with the conservation ethic of the preservation and protection of natural and historic resources (including indigenous biodiversity) for the purpose of:
 - i maintaining their intrinsic values;
 - ii maintaining their wise use (including cultural use);
 - iii providing for their appreciation and recreational enjoyment by the public; and

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iv safeguarding the interests of future generations.

- (b) The principle of conservation is reflected in the obligation of stewardship of the Minister and the Department and the tikanga of mana, whanaungatanga, kotahitanga, manaakitanga, kaitiakitanga and mana whakahaere for Waikato-Tainui.

4. ROLES AND OBJECTIVES

4.1. Joint Objective

Waikato-Tainui, the Minister, the Director-General and the Department are committed to the restoration and protection of the health and wellbeing of the Waikato River for future generations.

4.2. Waikato-Tainui Role

- (a) To Waikato-Tainui:
- i the Waikato River is a tupuna (ancestor) which has mana (spiritual authority and power) and in turn represents the mana and mauri (life force) of Waikato-Tainui;
 - ii the Waikato River is a single indivisible being that flows from the Huka Falls to Te Puuaha o Waikato (the mouth) and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, flood plains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.
- (b) The Waikato-Tainui relationship with the Waikato River, and Waikato-Tainui's respect for it:
- i gives rise to Waikato-Tainui responsibilities to protect te mana o te awa and to exercise mana whakahaere in accordance with long established tikanga to ensure the well being of the Waikato River;
 - ii lies at the heart of Waikato-Tainui's spiritual and physical wellbeing and tribal identity and culture.

4.3. Waikato-Tainui Objectives

- (a) As relevant to conservation matters, Waikato-Tainui's objectives for the Waikato River include:
- i the restoration and protection of the health and wellbeing of the Waikato River;

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- ii the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships;
 - iii the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River;
 - iv the adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the Waikato River;
 - v the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and wellbeing of the Waikato River;
 - vi the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;
 - vii the protection and enhancement of significant sites, fisheries, flora and fauna; and
 - viii the application to the above of both Maatauranga Maaori and latest available scientific methods.

4.4. Crown and Departmental Role and Objectives

- (a) The Minister and the Director-General have certain functions, powers and duties in terms of the conservation legislation. Under the conservation legislation, functions of the Department include (but are not limited to):
 - i to manage for conservation purposes, all land, and all other natural and historic resources (including flora and fauna), for the time being administered by the Department or where the owner agrees with the Minister that they should be managed by the Department;
 - ii to preserve so far as is practicable all indigenous freshwater fisheries, and protect recreational freshwater fisheries and freshwater fish habitats;
 - iii to advocate the conservation of natural and historic resources generally; and
 - iv to the extent that the use of any natural or historic resource for recreation or tourism is not inconsistent with its conservation, to foster the use of natural and historic resources for recreation, and to allow their use for tourism.

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- (b) Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department). The Department's functions under the Conservation Act include the preservation and protection of indigenous freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994 ("Whitebait Regulations"), made under the Conservation Act 1987.

5. IMPLEMENTATION AND APPLICATION

- 5.1. The implementation and application of this Accord will be carried out in accordance with the timeframes and priorities agreed between Waikato-Tainui, the Minister and the Director-General as set out in this Accord.
- 5.2. The Minister and the Director-General and Waikato-Tainui are committed to establishing and maintaining a positive, co-operative and enduring relationship that actively contributes to the health and wellbeing of the Waikato River.

6. AGREEMENTS

- 6.1. In accordance with relevant provisions of the Deed, and in order to achieve all parties' objectives in respect of this Accord, the Minister, the Director-General and Waikato-Tainui have agreed on a number of matters regarding conservation management in the Waikato River catchment, which are set out in this Accord.
- 6.2. Waikato-Tainui Environmental Plan
 - (a) Clause 8.4 of the Waikato-Tainui deed of settlement states that the settlement legislation will provide for Waikato-Tainui to prepare and serve on the Director-General a Waikato-Tainui Environmental Plan.
 - (b) Subject to usual legislative processes, the Minister will investigate the possibility for the settlement legislation to provide for recognition of the Waikato-Tainui Environmental Plan so that any persons performing functions, powers and duties affecting the Accord Area under the Conservation Act 1987, Reserves Act 1977, Wildlife Act 1953 and any other relevant conservation legislation must have particular regard to the Waikato-Tainui Environmental Plan.
 - (c) The Waikato-Tainui Environmental Plan may outline:
 - i Waikato-Tainui's objectives for the management of their customary, commercial, recreational and environmental interests in the natural and historic resources, freshwater fisheries and freshwater fish habitats of the Waikato River and its catchment;

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- ii how Waikato-Tainui will participate in the management of the natural and historic resources, freshwater fisheries and freshwater fish habitats of the Waikato River and its catchment;
 - iii how Waikato-Tainui's customary, commercial and recreational interests in the natural and historic resources, freshwater fisheries and freshwater fish habitats of the Waikato River and its catchment will be managed in an integrated way.
 - (d) The parties agree to meet, as soon as reasonably practicable, but no later than 12 months after the date of this Accord, to discuss if and how the Department, subject to resourcing, will work with Waikato-Tainui to develop relevant parts of the Waikato-Tainui Environmental Plan.
 - (e) The Minister and Director-General recognise that Waikato-Tainui has an interest in, and a special relationship with, the natural and historic resources, freshwater fisheries and freshwater fish habitats within the Accord Area managed by the Department under the conservation legislation, and that this interest and relationship may be further clarified in the Waikato-Tainui Environmental Plan.
 - i In recognition of this interest and relationship, the Minister and the Director-General's commitments as set out in this Accord are intended to provide a framework and mechanisms to achieve co-management in respect of conservation in the Accord Area.

6.3. Integrated River Management Plan

- (a) The settlement legislation will provide for the preparation, approval and (as necessary) subsequent review of an integrated river management plan for the Waikato River. The purpose of the integrated river management plan is to promote an integrated, holistic and co-ordinated approach to the aquatic life, habitats and natural resources of the Waikato River.
- (b) The Integrated River Management Plan will include a component on issues related to conservation under the conservation legislation.
- (c) The conservation component of the Integrated River Management Plan will be:
 - i. developed jointly by Waikato-Tainui and the Director-General; and
 - ii. approved jointly by Waikato-Tainui and the Minister.
- (d) The parties agree to meet, as soon as reasonably practicable but no later than three months after the settlement date, to engage on:
 - i the content of the conservation component of the Integrated River Management Plan, including how the plan will recognise the mana whakahaere of Waikato-Tainui; and

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- ii how the Department will work with Waikato-Tainui to develop the conservation component of the Integrated River Management Plan.
- (a) The parties may agree to adapt the joint working party process in Schedule 1 for this purpose.

6.4. Waikato-Tainui involvement in strategies, plans and work programmes

- (a) The Department will engage with Waikato-Tainui at an early stage, before any public consultation, and throughout the process, when developing:
 - i statutory documents that affect the health and wellbeing of the Waikato River and the associated ecosystems and biodiversity within the Accord Area, including (but not limited to) conservation management strategies. The process for this engagement is set out in Schedule 1; and
 - ii non-statutory plans, strategies or work programmes that affect the health and wellbeing of the Waikato River within the Accord Area, such as the proposed restoration plan for Whangamarino Wetland, wild animal control plans (including for pest fish) and species recovery plans.
- (b) The Department's annual business planning process determines the Department's conservation work priorities throughout the Waikato Conservancy. The Department and Waikato-Tainui will meet annually at an early stage in the Department's business planning cycle to identify areas for co-operation. Matters of mutual interest include but are not limited to:
 - i the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
 - ii protection, rehabilitation and restoration of vegetation and habitats;
 - iii pest identification and control (pest animals, pest fish and weeds); and
 - iv hydrological matters (e.g. water quality and quantity).¹
- (c) Waikato-Tainui may also identify and/or develop specific projects that impact directly on the health and wellbeing of the Waikato River within the Accord Area. These may also be considered at the annual business planning meeting referred to above between the Department and Waikato-Tainui.
- (d) The decision on whether other specific projects will be funded in any business year will be made by the Conservator and General Manager

¹ To the extent practicable give the legislative functions and powers available to the Department. The Department will work collaboratively with Waikato-Tainui and other relevant agencies where there is an overlap in responsibilities. For example, water flows and water quality are primarily managed by regional councils under the Resource Management Act 1991.

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Operations, informed by the co-operative process set out above and by implementation priorities and available resourcing.²

- (e) Where projects specifically requested by Waikato-Tainui proceed, the Department will engage with Waikato-Tainui to finalise a work plan and timetable in accordance with the resources which have been allocated in the business plan.

6.5. Species and habitat protection and enhancement (including weed and pest control)

- (a) One of the Department's primary objectives is to ensure the preservation and protection of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.³
- (b) Waikato-Tainui will identify the species important to Waikato-Tainui in light of cultural, spiritual, historical and/or traditional associations. Where relevant to those species, the Department will engage with Waikato-Tainui to provide for the input and participation of Waikato-Tainui into:
 - i developing, implementing and/or amending national species recovery programmes that apply within the Accord Area; and
 - ii any research and monitoring projects that are, or may be, carried out by the Department within the Accord Area.
- (c) A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests. This is to be done in a way that maximises the value from limited resources available to do this work. The Department will:
 - i seek and facilitate early engagement with Waikato-Tainui on pest control activities in relation to the Accord Area, particularly in relation to the use of poisons and biological controls including genetically modified organisms; and
 - ii provide Waikato-Tainui with opportunities to review and assess programmes and outcomes; and
 - iii where appropriate, coordinate its pest control programmes with those of Waikato-Tainui; and

² Subject to requirements of the Public Finance Act 1989.

³ Species Recovery Plans currently cover:

- a) Longfin eels (*Anguilla dieffenbachia*);
- b) Black mudfish (*Neochanna diversus*);
- c) Australasian bittern (*Botaurus poiciloptilus*);
- d) Swamp helmet orchid (*Corybas carsei*); and
- e) Orchid (*Pterostylus micromega*).

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- iv where appropriate, and at the request of Waikato-Tainui, work with Waikato-Tainui to facilitate the participation of other agencies/organisations with overlapping interests in identified projects; and
 - v provide technical advice concerning habitat restoration to Waikato-Tainui as necessary.
- (d) Waikato-Tainui wishes to be involved in the naming of any new species that are located within the Accord Area. As a condition of any research permit issued by the Department for the collection of new material within the Accord Area, or when Departmental scientists are collecting new material in this area, the Department will request that scientists consult with Waikato-Tainui when developing the names (including common names) of any new taxon (family, genus, species, subspecies, variety or forma) either in English or Te Reo Maaori.
- (e) The Department will alert Waikato-Tainui to significant biosecurity incidents that may occur or have occurred affecting aquatic and terrestrial ecosystems within the Accord Area.
- (f) Where conservancy biosecurity contingency plans exist or are proposed to be created or reviewed, clause 6.4(a)(ii) of this Accord will apply.

6.6. Freshwater fisheries conservation management

- (a) In addition to the general conservation management measures immediately above, the Department will engage with Waikato-Tainui to provide for participation by Waikato-Tainui in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats through the following mechanisms.

Whitebait

- (b) The Department and Waikato-Tainui acknowledge that the effect of section 26ZH of the Conservation Act is that Maaori fishing rights are unaffected by the Whitebait Regulations. One effect of this is that Maaori exercising customary fishing rights do not require a permit to fish outside the season set by the Whitebait Regulations.
- (c) The Department recognises that Waikato-Tainui have a customary interest in the whitebait fishery within the Accord Area including the enhancement and restoration of the fishery. It may include compliance, and enforcement duties and permitting customary use of whitebait. Waikato-Tainui and the Department will work together to enable this.
- (d) Waikato-Tainui will develop guidelines for Maaori fishing rights that identify the appropriate process for people wanting to exercise Maaori fishing rights for whitebait in the Accord Area. These guidelines may include objectives for the fishery, methods, times, quantities of harvest and appropriate compliance and enforcement measures. Waikato-Tainui may authorise

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applicants to fish in accordance with Waikato-Tainui tikanga (in a form to be developed by Waikato Raupatu River Trust in consultation with the Department).

- (e) The Department and Waikato-Tainui will discuss amendments to the Waikato Regional Plan with Environment Waikato to better align that plan with the objectives of integrated management of freshwater fisheries within the Accord Area. This discussion will include issues relating to whitebait stands, including the potential exemption from registration of Waikato-Tainui customary whitebait stands; and may include the alignment of the Regional Plan with the Whitebait Regulations.
- (f) The Department and Waikato-Tainui will discuss opportunities for Waikato-Tainui involvement in compliance and enforcement of whitebait fishing and may also liaise with the Ministry of Fisheries in this regard.
- (g) The Department will work with Waikato-Tainui to enhance public understanding of the rights and roles of Waikato-Tainui in relation to conservation management of the Waikato River within the Accord Area (e.g. Waikato-Tainui rights in relation to whitebait).

Transfers

- (h) The Minister of Conservation has legislative responsibility for the introduction of live aquatic life that is not currently present in any waterbody. The Minister of Fisheries has legislative responsibility for the transfer of live aquatic life which currently exists within the same waterbody.
- (i) The Department and Waikato-Tainui will develop an agreement identifying where Waikato-Tainui may wish to transfer live aquatic life that is not currently present in that particular waterbody. This may include freshwater fish and eels and will be reassessed every three years. The parties will assess these proposals against the criteria in section 26ZM of the Conservation Act 1987.
- (j) Where consensus is reached that these criteria are met, a multiple transfer permit may be granted to Waikato-Tainui.
- (k) Where consensus cannot be achieved, the Department will process individual applications from Waikato-Tainui for the transfer and release of aquatic life according to the criteria outlined in section 26ZM of the Conservation Act 1987.

6.7. Cultural materials

- (a) For the purposes of this Accord:
 - i cultural materials include flora materials, aquatic plants, fungi, ferns, fern allies, algae, lichens, mosses, gymnosperms, angiosperms and materials derived from animals (including fish and birds) for which the Department is responsible in relation to the Accord Area and

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- which are important to Waikato-Tainui in maintaining and expressing its cultural values and practices;
- ii "cultural purposes" includes the harvesting of flora and fauna for customary, educational and research purposes by Waikato-Tainui.
- (b) Current legislation generally requires authorisation for any gathering and possession of cultural materials derived from wildlife and plants on public conservation land.
- (c) The Minister and/or Director General will:
- i Consider and, where appropriate, approve applications from Waikato-Tainui for access to and use of cultural materials within the Accord Area when required for cultural purposes, in accordance with the relevant legislation. In addition to single take permits, where it is consistent with conservation objectives, multi-site and/or multi-take authorisations may be transferred to Waikato-Tainui;
- ii Consult Waikato-Tainui when a request is received from any non-Waikato-Tainui person or entity for the use of cultural materials within the Accord Area;
- iii Where agreed, provide for Waikato-Tainui to have access to cultural materials which become available within the Accord Area as a result of Departmental operations or as a result of accidental death or otherwise through natural causes;
- iv As far as practicable, assist Waikato-Tainui to obtain propagation material and to provide advice to Waikato-Tainui in the establishment of additional harvest areas;
- v Identify areas administered by the Department which may be suitable as sites where revegetation planting of plants suitable for cultural use and establishment of pa raranga-whatu may be appropriate; and
- vi As far as practicable, provide ongoing advice to Waikato-Tainui for the management and propagation of the plant stock.
- (d) The Department will engage with Waikato-Tainui to develop procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and Waikato-Tainui tikanga with a view to enhancing both the exercise of mana whakahaere and effective conservation management.
- (e) The Department will waive or reduce any recovery of authorisation costs for collection by Waikato-Tainui of cultural material.

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Waikato-Tainui Flora Cultural Materials Plan

- (f) Subject to usual legislative processes, the Minister will investigate the possibility for the settlement legislation to provide for Waikato-Tainui to authorise members of Waikato-Tainui to take and use flora materials from the Accord Area for cultural purposes provided that the take and use is consistent with a jointly agreed Waikato-Tainui Flora Cultural Materials Plan ("the Flora Cultural Materials Plan").
- (g) In order to protect conservation objectives, the Flora Cultural Materials Plan will identify sites, methods and quantities of cultural harvest of flora materials that can occur on conservation areas, reserves, and areas protected under the Wildlife Act 1953 within the Accord Area, and monitoring requirements. Authority will only be granted for take that is consistent with the Flora Cultural Materials Plan.
- (h) The Flora Cultural Materials Plan will be reviewed at least once every two years, and can include the resolution of matters arising from any previous amendments to the Flora Cultural Materials Plan.
- (i) No later than six months after the settlement date, the Department will meet with Waikato-Tainui to agree the process for developing the Flora Cultural Materials Plan.

6.8. Statutory authorisations

Background

- (a) Under the Deed of Settlement, the overarching purpose is to restore and protect the health and wellbeing of the Waikato River for future generations.
- (b) Furthermore, the Crown and Waikato-Tainui agreed through the 1995 Raupatu Lands Settlement that land administered by the Department of Conservation within the Waikato-Tainui Raupatu claim area, is held by the Crown on behalf of all New Zealanders for the purpose of conservation.
- (c) The Minister or Director-General (as the case may be) may grant concessions, permits and other statutory authorisations only in accordance with the relevant legislation.

Statutory Authorisations Plan

- (d) By the third anniversary of this Accord the Department and Waikato-Tainui will complete a Statutory Authorisations Plan. The Statutory Authorisations Plan will address among other things how the decision maker is to consider the Statutory Authorisations Plan as a mandatory relevant matter when:
 - i assessing, processing and the granting of applications for statutory authorisations; and

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- ii assessing applications from both existing and prospective concessionaires or permit holders.
- (e) The Statutory Authorisations Plan will also include a process for the Department to engage with Waikato-Tainui for the following categories of statutory authorisations:
 - iii Concessions including:
 - a. notified, non notified and one-off concessions;
 - b. leases and licences (including those for grazing);
 - c. easements;
 - d. concessions where mining activities are involved; and
 - e. other specified types of concessions;
 - iv Research permits including those for bioprospecting;
 - v Other permits including wildlife transfers;
 - vi Access arrangements under the Crown Minerals Act 1991; and
 - vii Any other statutory authorisation granted by the Minister or Director-General.
- (f) Waikato-Tainui and the Department will agree which types of statutory authorisations have potential significance:
 - i to affect the health and wellbeing of the river;
 - ii relate to the Waikato-Tainui Environmental Plan; and
 - iii relate to conservation purposes.
- (g) Where the statutory authorisation is of the type set out in clause 6.8(f) above the Department will meet with Waikato-Tainui to attempt to reach consensus in a timely manner on an appropriate response to the application, before the decision is made under the relevant legislation.

Contributions to land management

- (h) The Department and Waikato-Tainui will explore how the granting of statutory authorisations may be used, where appropriate, to benefit the management of lands affected by such authorisations, including the preservation and protection of those lands and associated indigenous biodiversity.

Interim list of statutory authorisation types and process

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- (i) As soon as possible but no later than six months after the signing of this Accord, Waikato-Tainui and the Department will agree:
- i an interim list of statutory authorisation types that will or may impact on the cultural, spiritual or historical values of the Accord Area; and
 - ii the interim process for engagement on the types of statutory authorisations in the interim list is set out following:
 - a. when the Department receives a concession application of the type that is on the interim list it will notify Waikato-Tainui and encourage applicants to consult with Waikato-Tainui;
 - b. if the Department considers that an application is a one-off concession or low impact it will phone the Waikato-Tainui person responsible for statutory authorisations and send a copy of the application by e-mail to him or her;
 - c. the Department will provide for Waikato-Tainui to indicate whether the application has any impacts on Waikato-Tainui cultural, spiritual and historic values within four working days for a one-off concession and otherwise within 10 working days;
 - d. where Waikato-Tainui indicates that an application has any such impacts, the Department and Waikato-Tainui will agree a reasonable specified timeframe (of at least a further 10 working days (minimum)) for comment;
 - e. provide separate written notification to Waikato-Tainui prior to the public notification of a statutory authorisation; and
 - f. have regard to Waikato-Tainui views when considering whether to grant the application.

General

- (j) The Department acknowledges that the categories may differ in relation to research and collection permits relative to other forms of statutory authorisations and in relation to different purposes of use, and that time frames may differ for the different types of applications.
- (k) Prior to issuing statutory authorisations to carry out activities that may affect the health and wellbeing of the Waikato River within the Accord Area under conservation legislation, and following engagement with Waikato-Tainui, the Minister will:
- i advise the concessionaire or applicant of Waikato-Tainui interests and encourage communication between the concessionaire and Waikato-Tainui if appropriate; and

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- ii request that the concessionaire or applicant consult with Waikato-Tainui before using cultural information.
- (l) For the purposes of this clause, "cultural information" pertains to any cultural knowledge regarding flora, fauna, historical sites and other maatauranga, and includes cultural information relating to Waikato-Tainui, and/or obtained from outside of the tribal area of Waikato-Tainui but being applied in the utilisation of the natural resources within the Accord Area.

6.9. Regulations

- (a) The settlement legislation will provide for the power to make regulations for the Waikato River for the management of aquatic life, habitats, and natural resources managed under the conservation legislation consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.
- (b) The parties agree to meet, within five years after the settlement date, to discuss:
 - i the potential scope and benefit of such regulations; and
 - ii how the Department will work with Waikato-Tainui to further consider the development of regulations.

6.10. Statutory advisor

- (a) The Minister agrees to appoint Waikato-Tainui as an advisory committee to the Minister under section 56 of the Conservation Act 1987.
- (b) The Waikato-Tainui advisory committee may provide advice directly to the Minister where Waikato-Tainui considers that advice necessary or desirable for or relevant to:
 - i the health and wellbeing of the Waikato River; and
 - ii the management of natural and historic resources (including flora and fauna), freshwater fisheries and freshwater fish habitats of the Accord Area under the conservation legislation.
- (c) The Minister may seek the advice of the Waikato-Tainui Advisory Committee on any matter within the Accord Area.
- (d) Either the Minister or the Waikato-Tainui Advisory Committee may request a meeting to discuss any matter that has not been able to be resolved at a Departmental level.

6.11. Education, training and development

- (a) Waikato-Tainui and the Department will develop a training plan that will enhance the mutual understanding of conservation management, the mana

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whakahaere of Waikato-Tainui and te mana o te awa between the Department and Waikato-Tainui within the resources available.

- (b) The Department staff whose work is relevant to the health and wellbeing of the Waikato River within the Accord Area will be made available for training through waananga on the values and practices of Waikato-Tainui and any other Maatauranga Maaori Waikato-Tainui wishes to share, within the resources available to the Department and Waikato-Tainui.
- (c) The Department provides a week-long marae based training course, Te Pukenga Atawhai, for all employees. From the date of signing this Accord, the Department will append education material provided by Waikato-Tainui to the Te Pukenga Atawhai training materials for the Waikato, Auckland, Bay of Plenty and Tongariro/Taupo Conservancies; and invite Waikato-Tainui to participate in the presentation of the information.
- (d) The Department and Waikato-Tainui will identify opportunities for mutual relationship building and professional development and inform the other party of such opportunities. Opportunities may include short term employment exchanges between people in equivalent roles in each organisation and will be taken up by either Party within the resources available to them.
- (e) The Department will inform Waikato-Tainui when opportunities for university holiday employment or student research projects arise within the Accord Area. Waikato-Tainui may propose candidates for these roles or opportunities.

6.12. Information sharing

- (a) Waikato-Tainui, the Director-General and the Department recognise the benefit of mutual information exchange. To this end, the Department and Waikato-Tainui will exchange any information that is relevant to and will assist the effective integrated management of conservation resources within the Accord Area.
- (b) The Department will make available to Waikato-Tainui all existing information held by, or reasonably accessible to, the Department where that information is requested by Waikato-Tainui for the purposes of assisting them to exercise their mana whakahaere particularly where that information is necessary for:
 - i developing and implementing the Integrated River Management Plan;
 - ii developing and implementing the Waikato-Tainui Environmental Plan; and
 - iii enabling Waikato-Tainui to exercise their rights fully under this Accord.

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- (c) In addition to the provision of information in accordance with clause 6.12(b) of this Accord, the Department will:
- i advise Waikato-Tainui of any proposed policy changes or directions, or proposed legislative changes that impact directly on the health and wellbeing of the Waikato River within two days of that proposal becoming known to the Department;
 - ii advise of, and on request make freely available to, Waikato-Tainui research reports that the Department has received that relate to conservation matters in the Accord Area; and
 - iii provide Waikato-Tainui with access to technical data held by the Department relating to conservation management in the Accord Area.
- (d) The obligations in this section of this Accord do not apply to information that the Department is legally prevented from providing (for example information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Department may withhold under the grounds set out under the Official Information Act 1982.

6.13. Public awareness

- (a) The Department has a role in sharing knowledge about natural and historic heritage with visitors and the general public, satisfying their requirements for information, increasing their enjoyment and understanding of this heritage, and developing an awareness of the need for its conservation.
- (b) In providing public information, interpretation services, and facilities for visitors on the land it manages, the Department acknowledges the association of Waikato-Tainui (iwi, hapuu and marae) with the Waikato River.
- (c) The Department will work at the Waikato Area and Conservancy Office levels to encourage respect for the association of Waikato-Tainui within the Accord Area by:
 - i raising public awareness of any positive conservation partnerships developed between Waikato-Tainui, the Department and other stakeholders, for example, by way of publications, media releases, presentations and seminars;
 - ii engaging with Waikato-Tainui with respect to information on new interpretation panels, signs and visitor publications, in relation to the Waikato River, including acknowledgements of Waikato-Tainui perspectives, references to the significance of the sites to Waikato-Tainui, and traditional place names;
 - iii ensuring that accurate information is provided about Waikato-Tainui in the Department's publications by obtaining, so far as possible, the

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permission of Waikato-Tainui prior to the publication of any information substantially concerning Waikato-Tainui that has not been obtained from Waikato-Tainui; and

- iv The Department will encourage the participation of Waikato-Tainui in the Department's volunteer and conservation events and programmes by informing Waikato-Tainui of these programmes and events.

6.14. Contracting for services

- (a) Where contracts are to be entered into for conservation management relating to health and wellbeing of the Waikato River within the Accord Area, the Department will inform Waikato-Tainui. Waikato-Tainui may tender or submit a proposal for the opportunity.
- (b) Where appropriate, the Department will consider using Waikato-Tainui individuals or entities as a provider of professional services where those services are necessary to successfully manage conservation resources affecting the Accord Area.
- (c) In accordance with standard administrative practice, wherever Waikato-Tainui individuals or entities are applying to provide services appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision making process.

6.15. Resource Management Act 1991 and other relevant legislation

- (a) Waikato-Tainui and the Department both have concerns with the effects of some activities, in relation to the Waikato River within the Accord Area, controlled and managed under the Resource Management Act 1991 ("RMA").
- (b) From time to time, Waikato-Tainui and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and Waikato-Tainui will continue to make separate submissions in any processes under the RMA and other relevant legislation.
- (c) In carrying out advocacy under the RMA, the Department will:
 - i consult with Waikato-Tainui on the general approach that may be taken by Waikato-Tainui and the Department in respect of advocacy under the RMA, and seek to identify their respective priorities and issues of mutual concern;
 - ii have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the RMA; and

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- iii make non-confidential resource information available to Waikato-Tainui to assist in improving its effectiveness in resource management advocacy work.
 - (d) The processes set out in clauses 6.15 (a)–(c) may be used in respect of other relevant legislation.
 - (e) The Minister is the consent authority for coastal permits for restricted coastal activities under the RMA. When considering all applications for coastal permits that relate to the coastal marine area within the Accord Area, the Minister will have regard to the Waikato-Tainui Environmental Management Plan if the Minister considers that s104(1)(c) of the RMA applies to the plan.

6.16. Sites of significance and Crown owned river-related land

- (a) The Department and Waikato-Tainui will meet, as soon as reasonably practicable but no later than 12 months after the date of this Accord, to implement the provisions of the Kiingitanga Accord in respect of sites of significance and Crown owned river-related land to:
 - i explore co-management arrangements in respect of lands and sites within the accord area;
 - ii explore the possibility of gifting specified sites of significance if the land on which the site is located is disposed of; and
 - iii other protection mechanisms, which may include forms of covenant, for Waikato-Tainui sites of significance
- (b) As specified in the Kiingitanga Accord, the Crown and Waikato-Tainui will agree co-management agreements in respect of Crown-owned river-related land and Waikato-Tainui sites of significance.

6.17. Statutory land management

- (a) From time to time, the Minister may consider vesting a reserve in an appropriate entity; or appoint an appropriate entity to control and manage a reserve. Such vestings or appointments are subject to the test under the Reserves Act 1977 which is 'for the better carrying out of the purposes of the reserve'. When such a vesting or appointment is proposed for lands that are within the Accord Area the Department will engage with Waikato-Tainui at an early stage to ascertain:
 - i whether the Waikato Raupatu River Trust (as a public authority) wishes to be given such a vesting or appointment subject to agreed conditions (if any); or
 - ii whether such a vesting or appointment should be given to a local authority or other appropriate entity subject to agreed conditions (if any).

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Classification of a reserve or change of classification of a reserve

- (b) If the Minister is considering classifying a reserve or changing the classification of a reserve s/he will engage with Waikato-Tainui at an early stage to ascertain its view.

Revocation of vesting or appointment

- (c) Under the Reserves Act 1977, the Minister may cancel the vesting of a reserve in an administering body (including cases where five years after the vesting the reserve is not being used for the purpose it was vested), or revoke an appointment to control and manage a reserve. If the Minister is considering cancelling a vesting or revoking an appointment to control and manage he or she will engage with Waikato-Tainui at an early stage to ascertain its view.

Existing vesting or appointment

- (d) If, at the date of this Accord an appointment or vesting already exists with a local authority or other entity, and the land is a site of significance the Department will encourage that local authority or other entity to engage with Waikato-Tainui to ensure that it has sufficient information available to it to understand the significance of the site to Waikato-Tainui and encourage it to manage the land in a manner that has regard to that significance.

Disposal of reserves or conservation areas within the Accord Area

- (e) If any reserve or conservation area within the Accord Area is no longer required for reserve, conservation or wildlife protection purposes and is to be disposed by the Crown, the Department will, at an early stage:
 - i advise Waikato-Tainui of the proposed disposal; and
 - ii engage with Waikato-Tainui on the process and/or method for disposal of the land.

Other management agreements

- (f) If the Department is considering entering into a management arrangement other than a vesting or control and management appointment, with any entity in respect of any land within the Accord Area, it will engage at an early stage with Waikato-Tainui about the proposed management arrangement and whether the arrangement should be subject to any agreed conditions.

6.18. Place names

When public conservation lands in the Accord Area are to be named, the Department will engage with Waikato-Tainui on an appropriate name, including the reinstatement of traditional place names, subject to Geographic Board agreement if necessary.

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6.19. Emergency events

Waikato-Tainui and the Department retain the ability to undertake all necessary actions and decision making required according to their roles in responses to emergency events, including earthquakes, flooding, fires and biosecurity incursions.

7. DEPARTMENT PARTICIPATION IN WAIKATO RIVER STATUTORY BOARD

- 7.1. The Department agrees that it will co-operate with all reasonable requests for its participation in and co-option to the Waikato River Statutory Board ("Statutory Board"). In particular, the Department will ensure that relevant officials work within the Statutory Board when reasonably requested to do so by the Statutory Board through its powers of co-option.

8. ADDITIONAL CONSERVATION MECHANISMS

- 8.1. The Minister and Director General agree to explore and have ongoing discussions with Waikato-Tainui regarding the development of additional conservation mechanisms, as appropriate and necessary.

9. IMPLEMENTATION OF ACCORD

- 9.1. To ensure that this Accord is operating effectively and efficiently, as soon as practicable (but no more than six months) after the signing of the Accord, the Department will meet with Waikato-Tainui to agree a strategy to implement this Accord. The strategy will address:
- (a) all matters raised in this Accord;
 - (b) reporting processes to be put in place, for example that an annual report on certain matters be provided by the Department to Waikato-Tainui;
 - (c) processes for exploring and implementing any additional conservation mechanisms that may become available or necessary;
 - (d) review of the implementation of this Accord; and
 - (e) any other matters the parties may agree are appropriate to be addressed.

10. COMMUNICATION BETWEEN THE PARTIES

- 10.1. The Department and Waikato-Tainui will establish and maintain effective and efficient communication with each other on a continuing basis, by:

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- (a) Waikato-Tainui providing, and the Department maintaining, information on the Waikato-Tainui personnel responsible for conservation matters relating to the Waikato River, including their addresses and contact details;
 - (b) the Department providing, and Waikato-Tainui maintaining, information on primary Department contacts responsible for conservation matters relating to the Waikato River;
 - (c) providing reasonable opportunities for their relevant personnel to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
 - (d) identifying staff who will be working closely with staff of the other party, and informing those staff of the contents of this Accord and their responsibilities and roles under it.
- 10.2. Where the Department is required to engage with Waikato-Tainui under this Accord, the basic principles that will be followed by the Department in engaging in each case are:
- (a) ensuring that the Department engages with Waikato-Tainui as soon as reasonably practicable following the identification or determination by the Department of the proposal or issues to be the subject of the engagement;
 - (b) providing Waikato-Tainui with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are subject of the engagement;
 - (c) ensuring that sufficient time is given for the effective participation of Waikato-Tainui, including the preparation of submissions by Waikato-Tainui, in relation to any of the matters that are subject of the engagement;
 - (d) ensuring that the Department will approach the engagement with an open mind and genuinely consider the views and/or concerns that Waikato-Tainui may have in relation to any of the matters that are subject to the engagement; and
 - (e) if requested by Waikato-Tainui, meeting with them to discuss possible options for resolution of the relevant matter and seeking to reach a consensus on what is required to address the issue.
 - (f) if consensus is not able to be reached within an agreed timeframe, continuing to exercise the relevant power or function, or undertake the relevant process consistent with the relevant statutory framework.
- 10.3. Where the Department has engaged with Waikato-Tainui as specified in clause 10.2, the Department will report back to Waikato-Tainui on the decision made as a result of any such engagement, and how:
- (a) the Vision and Strategy has been implemented;

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- (b) the decision is consistent with the Integrated River Management Plan, where applicable; and
 - (c) the Waikato-Tainui Environmental Plan has been given particular regard.
- 10.4. Where the Department is required to consult with Waikato-Tainui under this Accord, the basic principles that will be followed by the Department in consulting with Waikato-Tainui in each case are:
- (a) ensuring that the Department consults with Waikato-Tainui as soon as reasonably practicable following the identification or determination by the Department of the proposal or issues to be the subject of the consultation;
 - (b) providing Waikato-Tainui with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are subject of the consultation;
 - (c) ensuring that sufficient time is given for the effective participation of Waikato-Tainui, including the preparation of submissions by Waikato-Tainui, in relation to any of the matters that are subject of the consultation;
 - (d) ensuring that the Department will approach the engagement with an open mind and genuinely consider the views and/or concerns that Waikato-Tainui may have in relation to any of the matters that are subject to the consultation; and
 - (e) reporting back to Waikato-Tainui on any final decisions made as a result of any such consultation.

11. ESCALATION OF MATTERS

- 11.1. In good faith, the Parties agree that every effort must be made to resolve matters at a local level. However, if this has not been achieved, the matter will be referred to the Department's Waikato Area Manager and Waikato Conservator and to the corresponding hierarchical levels of Waikato-Tainui.
- 11.2. Should the parties be unable to agree on any matter in this Accord, one party will give notice to the other that they are in dispute.
- 11.3. Within five days of being given notice, the Waikato Area Manager and a nominated representative(s) appointed by the trustees of the Waikato Raupatu River Trust will meet to negotiate a way of resolving the matter.
- 11.4. If the matter has not been resolved within 20 days, the Waikato Conservator and a nominated representative(s) appointed by the trustees of the Waikato Raupatu River Trust will meet to negotiate a way of resolving the matter.
- 11.5. Where a matter is of such significance that it requires the immediate attention of the Minister and Waikato-Tainui Governance, and the Department and Waikato-

CONSERVATION ACCORD

Tainui agree, then this matter will be escalated for resolution between the Minister and a nominated representative(s) appointed by the trustees of the Waikato Raupatu River Trust. This nominated position may include the Statutory Advisory Committee.

- 11.6. For the purpose of this section, "a matter of such significance" can include any unresolved matters discussed in clause 11.1.

12. REVIEW AND AMENDMENT

- 12.1. The Minister and Director-General and Waikato-Tainui agree that this Accord is a living document which should be updated and adapted to take account of future developments and additional co-management opportunities.
- 12.2. The first review of this Accord will take place no later than two years from the Settlement Date. Thereafter the Accord will be reviewed on a two yearly basis. The review of this Accord will be part of the implementation strategy set out in clause 9.1 and will be agreed between all parties.
- 12.3. Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 11 of this Accord.
- 12.4. Waikato-Tainui and the Crown may only vary this Accord by agreement in writing.
- 12.5. In respect of the exercise of rights and obligations under this Accord:
- (a) any right of Waikato-Tainui will be exercised through the Waikato Raupatu River Trust; and
 - (b) where the Minister or the Director-General is required to engage, or consult, with Waikato-Tainui (including, without limit, making available information, informing Waikato-Tainui of certain matters, seeking advice, providing notice or assistance, or meeting with Waikato-Tainui), the Minister or the Director-General will satisfy that obligation by engaging or consulting otherwise interacting with the Waikato Raupatu River Trust.

13. LIMITS OF ACCORD

- 13.1. This Accord does not override or limit:
- (a) legislative rights, powers or obligations; or
 - (b) the functions, duties and powers of the Minister, Director-General and any Departmental officials under legislation; or
 - (c) the legal rights and obligations of Waikato-Tainui.

CONSERVATION ACCORD


- 13.2. This Accord does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered by the Crown.

14. DEFINITIONS AND INTERPRETATION


- 14.1. The provisions of this Accord shall be interpreted in a manner that best furthers the purpose of this Accord and is consistent with the principles set out in clause 2 of this Accord.
- 14.2. In this Accord, unless the context requires otherwise:
- (a) terms defined in the deed of settlement and the settlement legislation have the same meaning in this Accord;
 - (b) Deed of Settlement means the Deed of Settlement in relation to the Waikato River signed on 22 August 2008;
 - (c) settlement legislation means Waikato-Tainui Raupatu Claims (Waikato River) Settlement Bill.
- 14.3. Where it is stated that the Department will take an action, it is understood that the Director-General will take that action on behalf of the Department.
- 14.4. Subject to clause 14.1, the rules of interpretation in the deed of settlement apply to the interpretation of this Accord.

SIGNED as a deed

SIGNED by
THE MINISTER OF CONSERVATION
in the presence of:


Hon Steve Chadwick

WITNESS



Name: JAY EDEN


Date: 20 October 2008

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SIGNED by
THE DIRECTOR-GENERAL OF CONSERVATION
in the presence of:


Alastair Morrison

WITNESS


Name: JAY EDEN

Date: 20 October 2008

SIGNED for and on behalf
of **WAIKATO-TAINUI** by
Lady Raiha Mahuta
in the presence of:

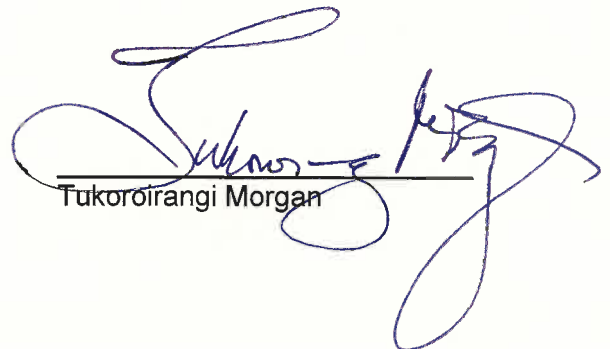

Lady Raiha Mahuta

WITNESS



Name: Tim Manukau

Date: 20 October 2008

SIGNED for and on behalf
of **WAIKATO-TAINUI** by
Tukoroirangi Morgan
in the presence of:


Tukoroirangi Morgan

WITNESS


Name: DONNA FLAVELL

Date: 10 NOVEMBER 2008

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Schedule 1

Joint Working Party process for Statutory Planning documents

1. Before the Director-General commences the preparation, review or amendment of a Statutory Document (a Conservation Management Strategy, Conservation Management Plan or Freshwater Fisheries Management Plan) under the Conservation Legislation affecting the Accord Area, the Director-General must notify Waikato-Tainui and, with Waikato-Tainui, convene a Joint Working Party. The purpose of the Joint Working Party will be to seek to reach a consensus on what is required for the Statutory Document to implement the Vision and Strategy.
2. Within 30 working days of the Joint Working Party being convened, the Joint Working Party will prepare and provide to the Director-General a report summarising the outcomes of the joint working party process, including any recommendations.
3. Following the completion of the Joint Working Party process, the Director-General will continue with the statutory process for the preparation of the Statutory Document under the Conservation Legislation.
4. In each case under the Conservation Legislation, where the Director-General has prepared a Statutory Document that relates to the Accord area and a person is approving that Statutory Document, the Director-General or that person will make an explicit statement in the Statutory Document as to how the Vision and Strategy has been implemented, and how the Waikato-Tainui Environmental Plan has been given particular regard to.

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