

**BOARD OF TRUSTEES OF THE NEW ZEALAND HISTORIC PLACES TRUST  
POUHERE TAONGA**

**and**

**WAIKATO-TAINUI**

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***MEMORANDUM OF UNDERSTANDING***

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## **MEMORANDUM OF UNDERSTANDING**

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### ***MEMORANDUM OF UNDERSTANDING***

**THIS MEMORANDUM OF UNDERSTANDING (“MEMORANDUM”) is made between**

**THE NEW ZEALAND HISTORIC PLACES TRUST POUHERE TAONGA (“THE BOARD”)**

**and**

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

## MEMORANDUM OF UNDERSTANDING

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### 1. BACKGROUND

- 1.1 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.
- 1.2 In the spirit of co-operation 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.
- 1.3 On 22 August 2008 Waikato-Tainui and the Crown signed the Deed of Settlement 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 well-being of the Waikato River for future generations.
- 1.4 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.
- 1.5 The Kiingitanga Accord includes under clause 8 of the Schedule, a provision for the Crown to encourage the relevant agencies to enter into accords which will support 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 well-being of the Waikato River for future generations. This includes the establishment of a memorandum of understanding with the New Zealand Historic Places Trust Pouhere Taonga ("NZHPT").
- 1.6 To give effect to the obligations under clause 9.3 of the deed of settlement and clause 3.1 and the schedule of the Kingitanga Accord, and to further enhance

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the relationship between Waikato-Tainui and the Board, this Memorandum of Understanding ("Memorandum") is entered into by Waikato-Tainui and the Board.

### **TERMS OF THIS MEMORANDUM OF UNDERSTANDING**

#### **2. JOINT STATEMENT OF ACKNOWLEDGEMENT**

2.1 The Board acknowledges that to Waikato-Tainui, waahi tapu means those sites of significance that are highly prized. They are areas (lands, waters and space) which exhibit the following:

- (a) cultural importance such as areas for cultural and spiritual purification, cleansing and/or ceremonial purposes, activities, natural places, fisheries and food gathering sites;
- (b) historical importance such as areas where significant battles occurred, significant tribal and/or Kiingitanga events;
- (c) tribal importance such as existing and historical marae, papakainga (communities), urupa (burial grounds), tuahu (monuments) and areas of celebration;
- (d) archaeological importance including areas where taonga tuku iho are discovered.

2.2 Waikato-Tainui acknowledge that, for the provisions of this Memorandum relating to the Historic Places Act 1993 ("the Act"), wahi tapu is defined in section 2 of the Act.

2.3 To clarify these definitions, both parties to this Memorandum acknowledge that in reference to provisions concerning Waikato-Tainui, the term "waahi tapu" (double vowel), is used. In reference to provisions relating to the Act, and the Board, the term "wahi tapu" (singular vowel) is used.

2.4 The Board acknowledges that the principles of Te Tiriti o Waitangi/the Treaty of Waitangi apply to this Memorandum as provided in clause 115(2) of the Act .

2.5 The protection, use, enhancement of, and access to Waikato-Tainui waahi tapu is important for achieving the purpose of this Memorandum, and is consistent

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with the key activities delivered by the Board. These activities may include (but are not limited to):

- (a) the protection and enhancement of wahi tapu in the Memorandum area;
- (b) provision for the management of Waikato-Tainui wahi tapu under the guidance of Waikato-Tainui tikanga and kawa;
- (c) promotion of the value and significance of wahi tapu (if desired by Waikato-Tainui) to the wider community.

### **3 PURPOSE**

3.1 The purpose of this Memorandum of Understanding is to:

- (a) support 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 well-being of the Waikato River for future generations. This includes the establishment of an memorandum of understanding with NZHPT;
- (b) set out how Waikato-Tainui and the Board will establish and maintain a positive, co-operative and enduring relationship regarding the management of Waikato-Tainui wahi tapu and cultural sites;
- (c) provide a framework and mechanisms to achieve co-management in respect of the access, protection, use and enhancement of Waikato-Tainui wahi tapu and cultural sites; and
- (d) recognise that Waikato-Tainui has an interest in all elements of its wahi tapu and cultural sites in its area of mana whakahaere or linked to Waikato-Tainui.

### **4 MEMORANDUM AREA**

4.1 This Memorandum will apply to all functions, responsibilities and actions of the Board that affect the health and wellbeing of the Waikato River and its catchments 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, being the parts of those rivers shown as located within the area marked "A" on

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the SO plan in part 6 of the schedule to the Waikato-Tainui deed of settlement (the "Memorandum Area").

- 4.2 The Board acknowledges that Waikato-Tainui interests and the exercise of mana whakahaere by Waikato-Tainui extend beyond the Memorandum Area.
- 4.3 In the interests of achieving the principle of co-management, the parties will engage in good faith in accordance with the purpose and relationship principles in respect of matters pertaining to this Memorandum, that impact on the exercise of the mana whakahaere of Waikato-Tainui outside the Memorandum Area.

## **5 PRINCIPLES UNDERLYING THIS MEMORANDUM**

### **5.1 THE FOLLOWING PRINCIPLES UNDERLIE**

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

### **5.2 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 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 iwi 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 and 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 problems that surround them. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring and perpetual.

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### 5.3 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 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 and ethics governing conduct). For Waikato-Tainui, mana whakahaere has long been exercised under the mana of the Kiingitanga.

### 5.4 HEALTH AND WELL-BEING

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

### 5.5 CO-MANAGEMENT

5.5.1 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:

- (a) the highest level of good faith engagement; and
- (b) 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.

5.5.2 To be effective, co-management must be implemented and achieved at a number of levels and across a range of management agencies, bodies and authorities, including (but not limited to) the following:

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- (a) The development, amendment and implementation of strategies, policy, legislation and regulations that may potentially impact on the health and well-being of the Waikato River; and
- (b) the processes for granting, transfer, variation and renewal of consents, licenses, permits and other authorisations for all activities that potentially impact on the health and well-being of the Waikato River; and
- (c) 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 well-being 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.

### 5.6 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 well-being 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 which have roles and responsibilities in respect of the Waikato River.

### 5.7 HONOUR AND INTEGRITY

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



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### **6. RELATIONSHIP PRINCIPLES**

6.1 Waikato-Tainui and the Board agree to abide by the following relationship principles when implementing this Memorandum and exercising their various roles and functions under this Memorandum:

- (a) working in a spirit of co-operation;
- (b) ensuring early engagement on issues arising in this Memorandum area;
- (c) operating a 'no surprises' approach;
- (d) acknowledging that the relationship is evolving, not prescribed;
- (e) respecting the independence of the parties and their individual mandates, roles and responsibilities impacting on the Waikato River;
- (f) recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise; and
- (g) committing to the highest level of engagement as indicated in this Memorandum and consistent with the principle of co-management.

### **7. OBJECTIVES OF THE PARTIES**

#### **7.1 JOINT OBJECTIVES**

- (a) Waikato-Tainui and the Board are committed to the restoration and protection of the health and well-being of the memorandum area for future generations, with regards to matters governed by this Memorandum.
- (b) Where appropriate, the Board and Waikato-Tainui may undertake a collaborative approach to the resourcing of the implementation of the purpose and objectives of this Memorandum.

#### **7.2 WAIKATO-TAINUI OBJECTIVES FOR THE WAIKATO RIVER INCLUDE:**

- (a) the restoration and protection of the health and well-being of the Waikato River;

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- (b) the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships;
- (c) the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River;
- (d) 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 River;
- (e) 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 well-being of the River;
- (f) the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;
- (g) the protection and enhancement of significant sites, fisheries, flora and fauna; and
- (h) the application to the above of both matauranga Maaori and latest available scientific methods.

### **8. ROLE OF THE PARTIES**

#### **8.1 WAIKATO-TAINUI ROLE:**

The role of Waikato-Tainui in respect to this Memorandum includes:

- (a) the enhancement, protection, management and access to Waikato-Tainui wahi tapu through Waikato-Tainui tikanga and kaitiakitanga as set out in this Memorandum;
- (b) input in the policy and decision-making processes set out in this Memorandum; and
- (c) the sharing of information.

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### 8.2 BOARD ROLE:

- (a) The Board has certain functions, powers, and duties in terms of the Act. The purpose of the Act is:
  - (i) To promote the identification, protection, preservation, and conservation of the historical and cultural heritage of New Zealand; and
  - (ii) To continue the New Zealand Historic Places Trust and the New Zealand Historic Places Trust Board of Trustees with the functions and powers necessary for the full and proper attainment of the objectives of the Act; and
  - (iii) To establish the Maori Heritage Council.
- (b) In exercising such functions and powers under the Historic Places Act 1993, the Board is seeking a relationship with Waikato-Tainui consistent with the principles of te Tiriti o Waitangi/ the Treaty of Waitangi. The Board recognises that Waikato-Tainui have an interest in relation to the identification, preservation, protection and management of Waikato-Tainui wahi tapu, which arises from their mana identified in the Memorandum Area.

### 8.3 BOARD OBLIGATIONS UNDER THIS MEMORANDUM

#### 8.3.1 In implementing this Memorandum, the Board will:

- (a) notify Waikato-Tainui in writing of any heritage orders and/or heritage covenants relating to wahi tapu and cultural sites by NZHPT in the Memorandum Area or identified as linked to Waikato-Tainui elsewhere in New Zealand;
- (b) ensure that the views of Waikato-Tainui are sought for any application to destroy, damage or modify any archaeological site within the Memorandum Area or identified as linked to Waikato-Tainui elsewhere in New Zealand.

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### **8.3.2 Heritage Orders**

NZHPT may support, on a case by case basis, Waikato-Tainui if it gives notice to the relevant territorial authority of a requirement for a heritage order for wahi tapu and cultural sites.

### **8.3.3 Heritage Covenants**

Waikato-Tainui may initiate the negotiation of a heritage covenant with the owner of any land within the Memorandum area. If the land owner agrees, Waikato-Tainui may engage NZHPT to develop a process to achieve the implementation of that heritage covenant.

### **8.3.4 The Register**

- (a) Waikato-Tainui will determine and advise NZHPT of those wahi tapu, wahi tapu areas and historic places that are within the Memorandum area or are linked to Waikato-Tainui, as defined in the Act that Waikato-Tainui consider appropriate for registration ;
- (b) NZHPT and Waikato-Tainui shall agree on an annual basis the priority to be given to the proposals for registration arising out of 8.3.4(a); and
- (c) NZHPT will, as far as reasonably possible, share information held within the Register as related to this Memorandum.

### **8.3.5 Interim Registration**

Waikato-Tainui may ask NZHPT to consider the granting of an interim registration for the registration of wahi tapu, and historic places as defined in 8.3.4(a) under section 26 of the Act.

### **8.3.6 Territorial Authorities and regional councils**

Waikato-Tainui will be notified of any recommendations provided for in 32D of the Act by NZHPT and identify any opportunities for Waikato-Tainui to provide a supporting statement.

### **8.3.7 Provision of Cultural and/or Spiritual practices and Professional Services**

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- (a) When NZHPT requests cultural and/or spiritual practices to be undertaken by Waikato-Tainui within the Memorandum Area, NZHPT will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices; and
- (b) Where appropriate, NZHPT will consider using Waikato-Tainui as a provider of professional services.

### 8.3.8 Funding and Tribal Initiatives

NZHPT will make best endeavours to notify Waikato-Tainui of any awards and funds, to which applications can be made, which are administered by NZHPT, to achieve the purpose of this Memorandum, and provide details of the application process and deadlines.

### 8.3.9 Changes to Policy Affecting this Memorandum

If the Board consults with Maori generally on policy development that impacts upon this Memorandum, the Board shall:

- (a) notify Waikato-Tainui of the proposed policy development upon which Maori generally will be consulted;
- (b) engage with Waikato-Tainui as provided in section 6 above;
- (c) make available to Waikato-Tainui the information provided to Maori as part of the consultation process referred to in this clause; and
- (d) report back to Waikato-Tainui on the outcome of any such consultation.

### 8.3.10 Consultation

Where the Board is required to consult under this Memorandum, the basic principles that will be followed in consulting with Waikato-Tainui in each case are:

- (a) ensuring that Waikato-Tainui is consulted as soon as reasonably practicable following the identification and determination by the Board of the proposal or issues to be the subject of the consultation;

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- (b) discuss whether a working party should be created between the Trust and Waikato-Tainui to progress issues arising;
- (c) providing Waikato-Tainui with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- (d) ensuring that sufficient time is given for the participation of Waikato-Tainui in the decision making process, including the preparation of submissions by Waikato-Tainui, in relation to any of the matters that are the subject of the consultation;
- (e) ensuring that the Board will approach the consultation with Waikato-Tainui with an open mind, and will genuinely consider the submissions of Waikato-Tainui, in relation to any of the matters that are the subject of the consultation; and
- (f) report back to Waikato-Tainui, either in writing or in person, on any decisions made that relate to that consultation.

### 8.3.11 Other Matters

The Board will also:

- (a) discuss with Waikato-Tainui concerns and issues notified by Waikato-Tainui about the Act;
- (b) review the implementation of this Memorandum from time to time, or at the request of Waikato-Tainui, unless otherwise agreed in writing by both Waikato-Tainui and the Board;
- (c) as far as reasonably practicable train relevant employees within NZHPT on this Memorandum to ensure that they are aware of the purpose, content and implications of this Memorandum; and
- (d) develop a training package to deliver to Waikato-Tainui within 12 months of this Memorandum.

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### **9 COMMUNICATION BETWEEN THE PARTIES**

9.1 NZHPT and Waikato-Tainui will establish and maintain effective and efficient communication with each other on a continuing basis by:

- (a) Waikato-Tainui providing, and NZHPT maintaining, information on the Waikato-Tainui personnel responsible for matters relating to this Memorandum;
- (b) NZHPT providing, and Waikato-Tainui maintaining, information on primary NZHPT contacts responsible for matters relating to this Memorandum;
- (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 Memorandum and their responsibilities and roles under it.

### **10 INFORMATION SHARING**

10.1 Waikato-Tainui and NZHPT recognise the benefit of mutual information exchange. To this end, NZHPT and Waikato-Tainui will as far as possible exchange any information that is relevant to, and will assist with the integrated management of, the resources of the Waikato River and its catchment.

10.2 NZHPT will make available to Waikato-Tainui all existing information held by, or reasonably accessible to, NZHPT where that information is requested by Waikato-Tainui for the purposes of assisting them to exercise their mana whakahaere in respect of the Waikato River, particularly where that information is necessary for enabling Waikato-Tainui to exercise their rights fully under this Memorandum.

10.3 The obligations in clauses 10.1 and 10.2 of this Memorandum do not apply to information that NZHPT is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-

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disclosure) or to information that NZHPT may withhold under the Official Information Act 1982.

### **11 IMPLEMENTATION OF THIS MEMORANDUM**

In implementing this Memorandum, Waikato-Tainui and the Board are committed to achieving the purpose of this Memorandum, and in doing so, will give effect to the purpose, joint objective and relationship principles in this Memorandum in the context of the exercise of statutory functions under the Act.

### **12 STAFF AWARENESS**

12.1 From the date of signing this Memorandum, NZHPT will as reasonably practicable (as resources allow) arrange for the relevant NZHPT employees to be educated on:

- (a) the values and practices of Waikato-Tainui; and
- (b) the purpose, content and implications of this Memorandum.

### **13 ESCALATION OF MATTERS**

13.1 If one party considers that there has been a breach of this Memorandum then that party may give written notice to the other that they are in dispute. The following process shall be undertaken once notice is received by either party to this Memorandum:

- (a) Within 15 working days of being given written notice, the relevant contact person from NZHPT and Claims and Environment Manager will meet to work in good faith to resolve the issue.
- (b) If the dispute has not been resolved within 20 working days of receipt of the notice referred to in 13.1(a), the Chief Executive Officer for the Waikato Raupatu River Trust and a representative of NZHPT will meet to work in good faith to resolve the issue.
- (c) If the dispute has still not been resolved within 60 working days of receipt of the notice referred to in 13.1(a), the Chair, or the delegate of the Chair, of the Board and a representative appointed by the trustees of the Waikato Raupatu River Trust will meet to work in good faith to



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resolve the issue. The parties recognise that this clause is subject to clause 15.

### **14 REVIEW AND AMENDMENT**

- 14.1 The Board and Waikato-Tainui agree that this Memorandum is a living document which should be updated and adapted to take account of future developments and additional co-management opportunities.
- 14.2 If requested by either party, the first review of this Memorandum will take place no later than two years from the Settlement Date. Thereafter the Memorandum will be reviewed on a two-yearly basis, if requested by either party.
- 14.3 Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 14 of this Memorandum.
- 14.4 Waikato-Tainui and the Board may only vary this Memorandum by agreement in writing.
- 14.5 In respect of the exercise of rights and obligations under this Memorandum:
- (a) any right of Waikato-Tainui will be exercised through the Waikato Raupatu River Trust; and
  - (b) where the Board, is required to engage, or otherwise interact, with Waikato-Tainui (including, without limit, making available information, consulting, informing Waikato-Tainui of certain matters, seeking advice, providing notice or assistance, or meeting with Waikato-Tainui), the Board will satisfy that obligation by engaging, or otherwise interacting, with the Waikato Raupatu River Trust.

### **15 LIMITS OF MEMORANDUM**

- 15.1 This Memorandum does not override or limit:
- (a) legislative rights, powers or obligations;
  - (b) the functions, duties and powers of the Board and the Maori Heritage Council under legislation including but not limited to the Historic Places Act 1993; and

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- (c) the legal rights and obligations of Waikato-Tainui.

### 16 DEFINITIONS AND INTERPRETATION

16.1 The provisions of this Memorandum shall be interpreted in a manner that best furthers the purpose of this Memorandum and is consistent with the principles set out in Clause 5 of this Memorandum.

16.2 In this Memorandum, unless the context requires otherwise:

- (a) terms defined in the deed of settlement and the settlement legislation have the same meaning in this Memorandum;
- (b) **Crown** means Her Majesty The Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;
- (c) **Historic place**
  - (a) Means
    - (i) Any land (including an archaeological site); or
    - (ii) Any building or structure (including part of a building or structure); or
    - (iii) Any combination of land and a building or structure; or
    - (iv) any combination of land, buildings or structures, and associated buildings or structures (including any part of those buildings or structures, or associated buildings or structures) that forms a place that is part of the historical and cultural heritage of New Zealand and lies within the territorial limits of New Zealand; and
  - (b) Includes anything that is in or fixed to such land:
- (d) **Maori Heritage Council** means the Maori Heritage Council established by section 84 of the Historic Places Act 1993;
- (e) **Memorandum area** has the same meaning given in clause 4 of this Memorandum

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- (f) **settlement legislation** means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Bill and where the Bill has become law means the Act resulting from the passing of the Bill
- (g) **Taonga tuku iho** means to Waikato-Tainui those things that are highly prized and derived from the iwi, hapuu and whaanau. They are whakapapa connected and are passed on from one generation to the next. This includes:
  - (a) tangible objects such as types of heirlooms, artifacts, carvings, land and fisheries;
  - (b) intangible matter such as language, spiritual beliefs, ideas and metaphysical gifts.
- (h) **Waahi tapu** means to Waikato-Tainui, those sites of significance that are highly prized. They are areas (lands, waters and space) which exhibit the following:
  - (i) cultural importance such as areas for cultural and spiritual purification, cleansing and/or ceremonial purposes, activities, natural places, fisheries and food gathering sites;
  - (ii) historical importance such as areas where significant battles occurred, significant tribal and/or Kiingitanga events;
  - (iii) tribal importance such as existing and historical marae, papakainga (communities), urupa (burial grounds), tuahu (monuments) and areas of celebration;
  - (iv) archaeological importance including areas where taonga tuku iho are discovered.
- (i) **Wahi tapu** as defined in the Historic Places Act 1993, means a place sacred to Maori in the traditional, spiritual, religious, ritual, or mythological sense
- (j) **Wahi tapu area** means an area of land that contains one or more wahi tapu
- (k) **Waikato-Tainui** means Waikato-Tainui Te Kauhanganui Incorporated in its capacity as trustee of the Waikato Raupatu River Trust;

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**SIGNED** as a deed  
**THE COMMON SEAL OF THE  
BOARD OF TRUSTEES  
OF THE HISTORIC PLACES TRUST WAS AFFIXED**



In the presence of

John Acland

Dr Tumu Te Heuheu

Date: 28<sup>th</sup> August 2009

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

Lady Raiha Mahuta

28/8/09

WITNESS

Name: Donna Flavell

Date: 28<sup>th</sup> August 2009

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

Tukoroirangi Morgan

WITNESS

Name: Donna Flavell

Date: 28<sup>th</sup> August 2009

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This Memorandum is endorsed and supported by the following members of the New Zealand Historic Places Trust Pouhere Taonga Board and Maori Heritage Council (both current and recently retired) in attendance at the signature ceremony:

Name: Te Aue Davies *Te Aue Davies*

Name: Errol Clark *Errol Clark*

Name: Alan Matson *Alan Matson*

Name: Anna Creighton *Anna Creighton*

Name: Gerard O'Regan *Gerard O'Regan*

Name: Judith Binney *Judith Binney*

Name: Gary Russell *Gary Russell*

Date: *28/8/09.*