

**MINISTER FOR LAND INFORMATION**

**and**

**WAIKATO-TAINUI**

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**ACCORD**

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**18 JUNE 2010**

**LAND INFORMATION ACCORD**

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**MINISTER FOR LAND INFORMATION ACCORD**

**THIS ACCORD is made between**

**THE MINISTER FOR LAND INFORMATION ("THE MINISTER")**

**and**

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

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### BACKGROUND

- 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 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.
- c. By deed of settlement dated 22 August 2008 Waikato-Tainui and the Crown reached agreement on the terms of a settlement to enter a new age of co-management over the Waikato River with an overarching purpose to restore and protect the health and wellbeing of the Waikato River for future generations.
- d. The Crown is committed to restoring and protecting the health and wellbeing of the Waikato River for future generations and to the new era heralded by the 2008 deed. However, subsequent to the 2008 deed, the Crown requested to review the co-management arrangements to assess whether it was possible to better deliver the objectives and overarching purpose of the settlement.
- e. With the agreement of Waikato-Tainui, the Crown appointed an advisory panel. The Crown approached Waikato-Tainui with the advisory panel's recommendations and Waikato-Tainui agreed to consider revisiting the arrangements in the 2008 deed.
- f. In the spirit of good faith and on the basis that the arrangements in the 2008 deed could be enhanced while preserving the integrity of the settlement, Waikato-Tainui and the Crown agreed on a revised deed of settlement dated 17 December 2009.
- g. The 2009 deed now supersedes the 2008 deed and contains the terms of settlement between the Crown and Waikato-Tainui in relation to the Waikato River.
- h. The Kiatinganga Accord signed between the Crown and Waikato-Tainui on 22 August 2008 remains in full force and effect except to the extent that its requirements are expressly satisfied by the 2009 deed.
- i. 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.
- j. To give effect to the obligations under clause 9.4 of the deed of settlement and the schedule of the Kiatinganga Accord, and to further enhance the relationship between Waikato-Tainui and the Minister, this Accord is entered into by Waikato-Tainui and the Minister.

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### TERMS OF THIS ACCORD:

#### 1. PURPOSE

1.1 The purpose of this Accord is to:

- (a) reflect the commitment of the Minister to engage with Waikato-Tainui over the Waikato River with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations; and
- (b) set out how the Minister and Waikato-Tainui will engage with each other in order to establish and maintain a positive, co-operative and enduring relationship regarding the Waikato River.
- (c) ensure that the Crown, through the Minister, recognise and provide for the exercise of mana whakahaere by Waikato-Tainui over the Accord Area.

#### FUNCTIONS AND ROLES OF THE PARTIES

Waikato-Tainui role

1.2 To Waikato-Tainui:

- (a) 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;
- (b) 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.

1.3 The Waikato-Tainui relationship with the Waikato River, and Waikato-Tainui's respect for it:

- (a) 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;
- (b) lies at the heart of Waikato-Tainui's spiritual and physical wellbeing and tribal identity and culture.

1.4 As relevant to environmental matters, Waikato-Tainui's objectives for the Waikato River include:

- (a) the restoration and protection of the health and wellbeing of the Waikato River;
- (b) the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships;

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- (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 Waikato 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 wellbeing of the Waikato 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 Maatauranga Maaori and latest available scientific methods.

### Minister's role

- 1.5 The Minister exercises statutory powers and functions under various legislation, including the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa Act 2008, Local Government Act 1974 and Land Act 1948. Some of these powers and functions may apply to Crown land, and particularly in the case of this Accord to the bed of the Waikato River.
- 1.6 In terms of the riverbed and other Crown land held under the Land Act 1948, it is the Commissioner of Crown Lands ("CCL"), not the Minister who acts for and on behalf of the Crown in the administration of Crown land and exercises ownership rights over such land.

## 2. SCOPE OF THIS ACCORD

- 2.1 This Accord will apply to all functions, responsibilities and actions of the Minister 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 Puunui River to its junction with the Waikato River, being the parts of those rivers shown as located within the area marked "A" on the SO plan in part 12 of the schedule to the Waikato-Tainui deed of settlement (the "Accord Area").
- 2.2 The Minister acknowledges that Waikato-Tainui interests and the exercise of mana whakahaere by Waikato-Tainui extend beyond the Accord Area.
- 2.3 The Minister and Waikato-Tainui may, on a case-by-case basis, agree to engage in accordance with the principle of co-management and the purpose and relationship principles of this Accord, on matters that relate to their specific roles and responsibilities that impact on Waikato-Tainui's mana whakahaere outside the Accord area.

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### 3. LINKAGE WITH THE CCL ACCORD

- 3.1 While recognising the CCL's role as an independent statutory officer, the Minister acknowledges and supports the Accord entered into by the CCL and Waikato-Tainui ("the CCL Accord") relating to the management of the bed of the Waikato River.
- 3.2 The parties recognise that, unless specified in this Accord, issues relating to the management and disposition of the riverbed and other Crown land held under the Land Act 1948 are provided for and dealt with under the CCL Accord.

### 4. OBJECTIVES AND RELATIONSHIP PRINCIPLES

#### Joint Objective

- 4.1 Waikato-Tainui and the Minister are committed to the restoration and protection of the health and wellbeing of the River for future generations.

#### Relationship Principles

- 4.2 Waikato-Tainui and the Minister agree to abide by the following relationship principles when implementing this Accord:
  - (a) working in a spirit of co-operation;
  - (b) operating a 'no surprises' approach;
  - (c) acknowledging that the relationship is evolving, not prescribed;
  - (d) respecting the independence of the parties and their individual mandates, roles and responsibilities impacting on the Waikato River;
  - (e) recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise; and
  - (f) committing to the highest level of engagement as indicated in this Accord and consistent with the principle of co-management.

### 5. PRINCIPLES

- 5.1 The following principles as set out in clause 2 of the Kiingitanga Accord underlie:
  - (a) the relationship of Waikato-Tainui with the Waikato River; and
  - (b) this Accord.
- 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 Waikato River has its own mauri, its own spiritual energy, and its own powerful identity. It is a single indivisible being.

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

### 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 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.

### 5.4 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.

### 5.5 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.

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- (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
    - 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 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.

### 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 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.

### 5.7 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 is reflected in this Accord.

### 5.8 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 the Kiingitanga 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.



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### 6. COMMUNICATION BETWEEN THE PARTIES

6.1 The Minister and Waikato-Tainui will establish and maintain effective and efficient communication with each other on a continuing basis by:

- (a) providing information on primary contacts responsible for Crown land matters relating to the Waikato River;
- (b) providing information on the Waikato-Tainui personnel responsible for Crown land matters relating to the Waikato River, including their addresses and contact details;
- (c) acknowledging that where communication is specified to be in writing, this includes electronic mail.

6.2 Address for service:

**Minister for Land Information**

c/- General Manager Crown Property and Investment

Land Information New Zealand

PO Box 5501

Wellington 6145

**Waikato-Tainui Te Kauhanganui Incorporated**

c/- Claims and Environment Unit

Private Bag 542

Ngaruawahia 3742

### 7. IMPLEMENTATION OF ACCORD

7.1 In implementing this Accord, Waikato-Tainui and the Minister are committed to achieving the purpose of this Accord and in doing so will give effect to the purpose, joint objective and principles in this Accord.

### 8. RESERVATION OF CROWN LAND

8.1 Under section 167 of the Land Act 1948, the Minister may give consent for the Minister of Conservation to set apart as reserve any Crown land. Before granting such consent for any Crown land within the Accord Area, the Minister shall ask for the view of Waikato-Tainui to the proposed setting apart in writing and shall have particular regard for that view when considering whether or not to grant consent.

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### 9. GEOGRAPHIC PLACE NAMES

- 9.1 The Minister will encourage the Secretary of the NZ Geographic Board Ngā Pou Taunaha o Aotearoa (the Board) to meet with Waikato-Tainui as soon as practicable after the signing of this Accord to explain the Board's processes and functions as they relate to the Accord Area.
- 9.2 The Minister will ensure that Waikato-Tainui is advised of any vacancies on the Board and that any Waikato-Tainui nominees for relevant Board vacancies are considered for appointment.
- 9.3 In exercising the powers under section 20 of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa Act 2008, the Minister will have particular regard to the Vision and Strategy as specified in clause 6.12 of the Deed of Settlement.

### 10. ROADING PROVISIONS UNDER THE LOCAL GOVERNMENT ACT 1974

- 10.1 In exercising the powers under section 323 of the Local Government Act 1974 for unformed roads in the Accord Area, the Minister will have particular regard to the Vision and Strategy as specified in clause 6.12 of the Deed of Settlement.
- 10.2 Before exercising the powers under section 323 of the Local Government Act 1974 in the Accord area, the Minister shall ask for the view of Waikato-Tainui to the proposed resumption of unformed road in writing and shall have particular regard for that view when considering whether or not to resume the road.

### 11. RECOGNITION OF WAIKATO-TAINUI ENVIRONMENTAL PLAN

- 11.1 Where agreed between the Minister and Waikato-Tainui, the Minister shall have particular regard to the relevant sections of the Waikato-Tainui Environmental Plan when exercising statutory obligations.

### 12. ESCALATION OF MATTERS

- 12.1 The Parties agree that the following provisions shall apply to any dispute between them arising out of this Accord:
  - (a) the Parties acknowledge and agree that they wish to minimise and promptly settle any disputes which may arise under this Accord, and accordingly will make active efforts in good faith to resolve any such dispute;
  - (b) 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;
  - (c) Within 20 working days of being given notice, the responsible General Manager at Land Information New Zealand and the General Manager of the WRRT will meet to work in good faith to resolve the issue;
  - (d) If the dispute has not been resolved within 20 working days, the CE of LINZ and the Chief Executive Officer of WRRT will meet in good faith to resolve the issue;

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- (e) Where a matter is of such significance that it requires the immediate attention of the Minister (or his nominated representative) and Waikato-Tainui Governance, and LINZ and Waikato-Tainui agree, then this matter will be escalated for resolution between the Minister and a nominated representative(s) appointed by the trustees of the WRRT.

### 13. REVIEW AND AMENDMENT

- 13.1 The Minister and Waikato-Tainui agree that this Accord is a living document which should be reviewed to take account of future developments and additional opportunities.
- 13.2 The first review of this Accord will take place no later than three years from the Settlement Date. Thereafter the Accord will be reviewed on a two yearly basis. The review of this Accord will be agreed between all parties.
- 13.3 If however, the statutory or regulatory functions of the Minister should change prior to the first review taking place or prior to any review there after, then the parties, where agreed, can amend this Accord to ensure that the intent and integrity of the Accord is protected and maintained.
- 13.4 Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 12 of this Accord.
- 13.5 Waikato-Tainui and the Crown may only vary this Accord by agreement in writing.

### 14. LIMITS OF ACCORD

- 14.1 This Accord does not override or limit:
  - (a) legislative rights, powers or obligations; or
  - (b) the functions, duties and powers of the Minister, CCL and any officials under legislation; or
  - (c) the ability of the Crown to introduce legislation and change government policy; or
  - (d) the ability of the Crown to interact or consult with any other person, including any iwi, hapu, marae, whanau or their representative; or
  - (e) the legal rights and obligations of Waikato-Tainui.
- 14.2 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.

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**15. DEFINITIONS AND INTERPRETATION**

15.1 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 4 of this Accord.

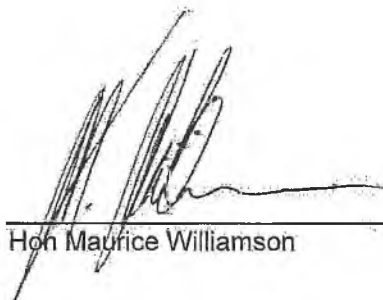
15.2 In this Accord, unless the context requires otherwise:

- (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 17 December 2009; and
- (c) settlement legislation means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

15.3 Subject to clause 15.1, the rules of interpretation in the deed of settlement apply to the interpretation of this Accord.

**SIGNED** as a deed on 18 June 2010


**SIGNED** by  
the **Minister for Land Information**  
the Hon Maurice Williamson  
in the presence of



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Hon Maurice Williamson

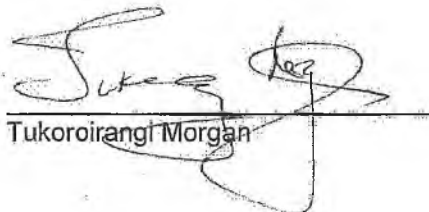
WITNESS



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Name Jane Carpenter

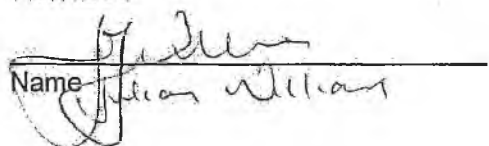
**SIGNED** for and on behalf  
of **Waikato-Raupatu River Trust** by  
Tukoroirangi Morgan  
in the presence of



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Tukoroirangi Morgan

WITNESS



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Name Julian Williams