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**TERMS OF AGREEMENT BETWEEN**

**MANIAPOTO MAORI TRUST BOARD AND**

**THE CROWN**

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4 September 2008

## Parties to these Terms

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- 1 The parties to this document, known as the Terms of Agreement, are:
  - a the Maniapoto Maori Trust Board (“MMTB”) constituted by section 4 of the Maniapoto Trust Board Act 1988 on behalf of Maniapoto (meaning those people who whakapapa to a Maniapoto marae). Maniapoto includes the marae and hapu set out in Schedule 1; and
  - b the Crown (as defined in clause 12)

## Background Recitals

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- 2 In December 2007, the Crown entered into an agreement in principle with Waikato-Tainui for the settlement of their historical claims in relation to the Waikato River. On 22 August 2008, the Crown and Waikato-Tainui signed a deed of settlement in relation to the Waikato River (Waikato-Tainui River Agreement). The overarching purpose of that settlement is to restore and protect the health and well-being of the Waikato River and to enter a new era of co-management in relation to the river.
- 3 A key component of the agreement in principle was the formation of the Guardians Establishment Committee (GEC) on which Maniapoto had one member to represent their interests as a River iwi. The GEC had the lead role and function of developing the Vision and Strategy for the Waikato River and the Waipa River from its junction with the Puniu River to the confluence with the Waikato River.
- 4 The Waipa River is a significant contributor to the waters of the Waikato River and so will have a significant impact on the effectiveness of the Vision and Strategy. A “whole of river” approach is consistent with the desire of Maniapoto to keep intact the mauri of the Waipa River in its entirety.
- 5 The relationship between Maniapoto and the Waipa River is historic, intellectual, physical and spiritual. Historically Te Mana o Te Wai was such that it would provide all manner of sustenance to Maniapoto including physical and spiritual nourishment that has over generations maintained the health and wellbeing of Maniapoto marae, whanau, hapu and iwi.

- 6 The negotiations in respect of the Waikato River identified an opportunity to:
- a provide for recognition and protection of the interests of Maniapoto in the Waipa River and its catchment from the headwaters to the junction with the Puniu River (the Waipa River).
  - b commence negotiations in respect of claims of Maniapoto to the Waipa River in advance of their comprehensive claims;
  - c include the whole of the Waipa River in the governance arrangements contemplated and referred to above; and
  - d establish a statutory framework for the co-management of the Waipa River.
- 7 In July 2008, the MMTB and the Crown agreed that MMTB would seek a mandate to negotiate the settlement of the historical Treaty of Waitangi claims of Maniapoto in respect of Nga Wai o Maniapoto. The parties agreed these negotiations would proceed in parallel with the Waikato-Tainui negotiations of their Waikato River claims.
- 8 The negotiations to which these Terms relate are for the establishment of a co-management framework in respect of the Waipa River. The MMTB and the Crown agree that the parties will discuss the process forward in relation to negotiations of redress for Maniapoto claims to the Waipa River and in respect of claims to Nga Wai o Maniapoto generally.

### **Purpose of these Terms**

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- 9 These Terms:
- a set out the scope, objectives, and procedures for the negotiations the parties will conduct in order to provide for co-management of the Waipa River;
  - b seek to respect the co-management framework which the Crown and Waikato-Tainui have negotiated in respect of the Waikato River from Karapiro north to Te Puaha o Waikato, whilst preserving flexibility for an integrated and holistic approach for co-management of the Waikato River between all interested Waikato River iwi;
  - c are without prejudice to other historical claims of Maniapoto;

- d record the intentions of the parties regarding the negotiation process, including the intention to negotiate in good faith, confidentially and without prejudice, and in accordance with the tikanga of Maniapoto; and
- e are not legally binding and do not create a legal relationship. However, the parties acknowledge that during negotiations each expects the other to use best endeavours to comply with these terms.

### **Key Objectives of Negotiations**

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- 10 The parties agree to negotiate an agreement in relation to the Waipa River in accordance with the following key objectives:
  - a to enter an era of co-management over the Waipa River with an overarching purpose to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for future generations and to care for and protect the mana tuku iho of Waiwaia;
  - b to support the ongoing relationships of Maniapoto with key stakeholders;
  - c to provide a high level of good faith engagement and consensus decision-making between the parties; and
  - d have regard to existing statutory frameworks.

### **General Objectives of Negotiations**

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- 11 The parties agree to negotiate an agreement in good faith in accordance with the general objectives that:
  - a assists Maniapoto to enhance the mana and tino rangatiratanga of their people;
  - b is durable and fair, just and reasonable, and in accordance with the tikanga of Maniapoto;
  - c does not:
    - i diminish or in any way affect any rights that Maniapoto has arising from Te Tiriti o Waitangi/The Treaty of Waitangi and its principles, except to the extent that claims arising from these rights are settled;
    - ii extinguish or limit any aboriginal or customary rights that Maniapoto may have;

- d recognises the nature and extent of the breaches of the Crown's obligations to Maniapoto under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles and, where appropriate, acknowledges the effect these breaches have had on the economic, social, cultural and political well-being of Maniapoto and their relationship with the Waipa River and Nga Wai o Maniapoto generally;
- e enhances the ongoing relationship between the parties, and works towards restoring the honour of the Crown; and
- f demonstrates and records that the parties have acted honourably and reasonably in negotiating this agreement.

### **Definition of the Crown**

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- 12 The Crown:
  - a means the Sovereign in right of New Zealand; and
  - b includes all Ministers of the Crown and all government departments; but
  - c does not include:
    - i an Office of Parliament; or
    - ii a Crown entity; or
    - iii a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

### **Mandate**

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- 13 The Crown acknowledges that MMTB represents the interests of Maniapoto, and has support to engage with the Crown on these Terms. The parties acknowledge that MMTB will undertake a formal mandating process, once the Crown has approved its mandate strategy. These terms may be reviewed at the conclusion of that formal mandating process and a deed of mandate and Crown recognition of that mandate may be attached to these Terms.
- 14 If representation issues arise during negotiations that cannot be resolved by agreement between the parties, the Crown will discuss a process to address those issues with MMTB.

## **Subject Matter for Negotiation**

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- 15 The parties agree, but are not limited to, the following subject matter for the negotiations:
- a establishment of a co-management framework, which will include the objectives of Maniapoto for the Waipa River;
  - b endorsement of the Guardians of the Waikato River, the Vision and Strategy, Clean Up Trust and Waikato River Statutory Board set out in the Waikato-Tainui River Agreement;
  - c consideration of whether the Guardians, Vision and Strategy and Clean Up Trust should be applied to the Waipa River from its headwaters to its junction with the Puniu River;
  - d recognition of the interests of Maniapoto in the Waipa River, including provision of powers, functions and structures;
  - e commitment of resources associated with co-management; and,
  - f the ongoing process, milestones and timeframes to implement the settlement between the parties.

## **Timeframes and Communication**

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- 16 The negotiations process and timeframes will be guided by key milestones agreed between the parties, with the anticipation of initialing an agreement on or before 10 September 2008.
- 17 Each party will need to ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep other parties informed, but also the need for confidentiality.
- 18 The Crown will aim to ensure relevant government departments are aware of the nature and subject matter of the negotiations with the objective of advising MMTB of any issues that arise in the course of negotiations that may cause concern.
- 19 The Crown will assist the engagement of Maniapoto with local authorities and other stakeholders.

## **Conditions of Settlement**

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- 20 The parties acknowledge that these Terms do not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice, and will not be binding until embodied in a Deed of Settlement and enabling legislation.
- 21 Any settlement reached under these Terms of Agreement will not be a comprehensive settlement and, subject to any agreed changes to these Terms of Agreement, relates to the co-management of the Waipa River.

## **Negotiation Funding**

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- 22 In respect of negotiations pertaining to the Waipa River, the Crown will provide a contribution to the negotiation costs of MMTB.
- 23 The Crown's funding contribution for implementing the settlement arising from these negotiations will be determined following the completion of mandate. Crown funding contributions to other Treaty of Waitangi settlement negotiation costs of MMTB are also separate.
- 24 Details of the Crown's contribution to negotiation costs under these terms will be specified in a separate funding letter to MMTB that sets out, amongst other things, the levels of funding, details of milestones, and timing of payments.
- 25 The parties agree to work together to ensure fairness and transparency in these funding, milestone and timeframe arrangements, and agree to inform each other of issues that arise, and work together to resolve those issues if possible.
- 26 The MMTB will provide the Crown with an annual report (based on the September to September financial year of MMTB with the first report being due after September 2009) from an independent auditor for the claimant funding that it receives from the Crown under these Terms, identifying that the funding has been spent on the negotiations.

## **Waiver of Other Avenues of Redress**

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- 27 The parties agree that during the negotiations process under these Terms, neither party will pursue nor initiate before any court or tribunal, any proceedings for redress covering all or part of the same subject matter as these negotiations.

## Other Procedural Matters

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28 The parties agree that:

- a in the event of any party forming an intention to advance a proceeding in any court or tribunal, the initiating party will provide the other party with 5 working days notice before initiating, pursuing, or joining a proceeding;
- b negotiations will be on a “without prejudice” basis and will be conducted in good faith and in a spirit of co-operation;
- c negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with other parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;
- d the Crown will promptly provide MMTB with any correspondence or documentation it receives about the negotiations if that information is of a kind that would require disclosure in response to a request for it under the Official Information Act 1982;
- e if satisfied that continuing negotiations between the parties is untenable, any party may terminate negotiations by giving 5 working days written notice to the other party;
- f it may be necessary to amend these Terms of Agreement from time to time during the negotiations and agree that all amendments must be approved by both parties and recorded in writing; and
- g any media statements concerning the negotiations will only be made when mutually agreed by the parties to these Terms.



**SIGNED THIS 4<sup>th</sup> DAY OF SEPTEMBER 2008**

For and on behalf of the Crown:



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Hon Dr Michael Cullen  
Minister of Treaty of Waitangi  
Negotiations




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Hon Parekura Horomia  
Minister of Maori Affairs



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Hon Mita Rinui  
Associate Minister of Treaty of Waitangi  
Negotiations

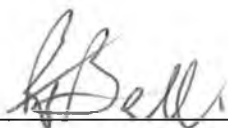


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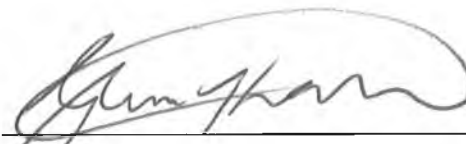
Hon Shane Jones  
Associate Minister of Treaty of Waitangi  
Negotiations

**SIGNED THIS 4<sup>th</sup> DAY OF SEPTEMBER 2008**

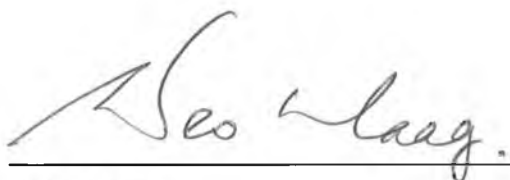
**For and on behalf of Maniapoto Maori Trust Board:**



Roderick Tiwha Bell  
Chairman Maniapoto Maori Trust Board



Glen Katu  
Trustee Maniapoto Maori Trust Board



Weo Maag  
Trustee Maniapoto Maori Trust Board



Robert Koroheke  
Trustee Maniapoto Maori Trust Board



John Kaati  
Trustee Maniapoto Maori Trust Board



Sheryl Harris  
Trustee Maniapoto Maori Trust Board

**OTHER SIGNATORIES:**

Whiria Te Haua-Tamariki  
Rohena Rakete Eruakani

Grant Power

John Gubins

M. M. D.

AD-eg

K. T. W. J. S.

Phillip Jonathan Brown

## Schedule 1: List of Ngati Maniapoto Marae and Hapu

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	<b>MARAE</b>	<b>LOCATION</b>	<b>HAPU</b>
1.	Hia Kaitupeka	Taringamotu	Hari Te Kanawa
2.	Hiona	Ngutunui	Pourahui
3.	Kahotea	Otorohanga	Hinetu Apakura Matakore Pare te Kawa
4.	Kaputuhi	Hangatiki/Waitomo	Kaputuhi Taiwa Rora Matakore Pare te Kawa
5.	Kakepuku Papakainga	Te Mawhai	Ngutu Kahu Makino Waiora Matakore
6.	Ko te Hokingamai ki te Nehenehenui	Otewa	Rereahu Urunumia Parewaeono Ngutu Matakore
7.	Mangarama	Te Kuiti	Apakura
8.	Mangatoatoa	Tokenui	Ngutu Pare te Kawa Parewaeono
9.	Maniaroa	Mokau	Rakei Waiora Rungaterangi
10.	Manaaki	Taumarunui	Apakura, Ngutu, Rora
11.	Marokopa	Marokopa	Toa Tupahau Peehi Te Kanawa Kinohaku
12.	Mokai Kainga	Kawhia	Apakura Hikairo
13.	Mokau Kohunui	Pio Pio	Wairoa Kinohaku Apakura
14.	Motiti	Te Kuiti	Tauhunu Putaitemuri Kinohaku
15.	Napinapi	Pio Pio	Pare te Kawa Matakore
16.	Mokoroa	Kawhia	Tamainu
17.	Parekaitini/Tomotuki	Te Kuiti	Parekaitini Apakura Rora

18.	Petania	Taumarunui	Rora Hinemihi Parewaione
19.	Pohatuiri	Waitomo	Uekaha Te Kanawa Rungaterangi
20.	Purekireki	Pirongia	Apakura Hikairo
21.	Rakaunui	Awaroa	Apakura Ngutu Tamainu
22.	Rereahu	Mangapeehi	Rereahu Ngutu Te Ihingarangi Pare Raukawa Matakore
23.	Rereamanu	Hangatiki	Huiao Te Kanawa
24.	Tane Hopuwai	Te Kuiti	Apakura
25.	Taarewaanga	Otorohanga	Pare te Kawa Rungaterangi Urunumia Hinewai
26.	Te Ahoroa	Te Kuiti	Pare Rereahu
27.	Te Hape	Bennydale	Rereahu Te Ihingarangi Pare Ngutu Matakore Raukawa
28.	Te Ihingarangi	Waimiha	Ihingarangi
29.	Te Kauae	Hangatiki	Kinohaku Te Kanawa Huiao Peehi
30.	Te Keeti	Otorohanga	Parewaeono Ngutu Urunumia
31.	Te Kopua	Te Awamutu	Unu Kahu
32.	Te Korapatu	Te Kuiti	Te Kanawa Peehi
33.	Te Kotahitanga	Otorohanga	Urunumia Pourahi Te Kanawa
34.	Te Koura	Taumarunui	Pahere
35.	Te Kumi	Te Kuiti	Rora Peehi
36.	Te Mahoe	Waitomo	Te Urupare Te Kanawa Uekaha Peehi
37.	Te Miringa te Kakara	Bennydale	Rereahu
38.	Te Paemate	Aria	Paemate
39.	Te Piruru Papakainga	Te Kuiti	Rora

40.	Te Rongaroa/Ko Uehaeroa	Ongarue	Rora Raerae
41.	Te Rukirangi Papakainga	Ohura	Te Rukirangi
42.	Te Tokanganui a noho	Te Kuiti	Rora
43.	Tokikapu	Waitomo	Ruapuha Uekaha Te Kanawa
44.	Tokopiko	Rakaunui	Tamainu
45.	Tu Whenua	Taumarunui	Rewa Mangu Tupu
46.	Turitea	Otorohanga	Pourahui
47.	Waipapa	Kawhia	Hikairo
48.	Waipatoto	Oparure	Kinohaku
49.	Waipu	Taumarunui	Hinemihi
50.	Te Kawau Papakainga	Mokau	Rakei Rora Rungaterangi
51.	Wharauoa	Taumarunui	Rangatahi Pahere Hinemihi
52.	Te Whakaaro Kotahi	Otorohanga	Te Kanawa