

SCHEDULE TO THE DEED

FORM OF JOINT MANAGEMENT AGREEMENT

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TUWHARETOA MAORI TRUST BOARD

and

[LOCAL AUTHORITY]

JOINT MANAGEMENT AGREEMENT

[DATE]

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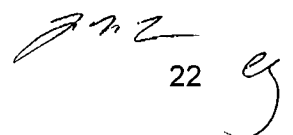
SCHEDULE TO THE DEED

This JOINT MANAGEMENT AGREEMENT is made between:

TUWHARETOA MAORI TRUST BOARD (“the Board”)

and

[LOCAL AUTHORITY]


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PURPOSE

1. [The purpose of this agreement is to provide for an enduring relationship between the parties through the shared exercise of functions, duties and powers and to give effect to the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010]].

BACKGROUND

2. On [insert date] 2010, the Board and the Crown signed a Deed in Relation to Co-Governance and Co-Management for the Waikato River (the "**Co-Management Deed**"), which was directed to deliver a new era of co-management over the Waikato River with an overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.
3. The [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010] was enacted to give effect to the Co-Management Deed.
4. This joint management agreement ("**agreement**") is entered into pursuant to the Co-Management Deed and the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010].

PRINCIPLES

5. The Board and the local authority agree that, in working together under this agreement, they will:
 - (a) give appropriate weight to the relevant matters and documents provided for under the Co-Management Deed and the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010], including:
 - (i) the overarching purpose of the deed, being to restore and protect the health and wellbeing of the Waikato River for future generations;
 - (ii) the Vision and Strategy;
 - (iii) [the Upper Waikato River Integrated River Management Plan]; and
 - (iv) [the Ngati Tuwharetoa environmental plan];
 - (b) respect the mana and tikanga of Ngati Tuwharetoa;
 - (c) act in a manner consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; and

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- (d) recognise the statutory functions, powers and duties of the local authority under legislation.
6. In working together under this agreement, the Board and the local authority will:
- (a) commit to work together in good faith and a spirit of co-operation;
 - (b) commit to open, honest and transparent communication;
 - (c) commit to participate effectively in co-management;
 - (d) recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise;
 - (e) ensure early engagement and a “no surprises” approach;
 - (f) recognise that the relationship between the parties will evolve;
 - (g) recognise that co-management operates within statutory frameworks that must be complied with; and
 - (h) commit to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks.

MONITORING AND ENFORCEMENT

7. [insert clauses to implement the provisions in the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010]]

POLICY STATEMENT AND PLANS

8. [insert clauses to implement the provisions in the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010]]

RESOURCE CONSENT PROCESSES

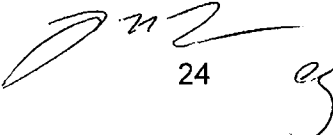
9. [insert clauses to implement the provisions in the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010]]

OTHER AGREED PROCESSES

10. [insert clauses to reflect any agreement between the Board and the local authority that this agreement be extended to cover other functions].

OTHER MATTERS

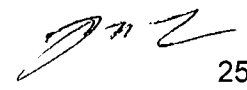
11. [insert clauses relating to:
- (a) mutual information sharing;


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- (b) communication protocols; and
- (c) other agreed matters]

RESOLUTION OF ISSUES

12. The parties agree and acknowledge that for co-management to be effective, the parties must address the resolution of issues between them in a constructive, co-operative and timely manner consistent with the principles underlying this agreement.
13. The parties have agreed that [insert name] will act as a decision maker if required under clause [16(c)], and the parties may agree from time to time to replace that person.
14. Where either party is concerned over an issue arising under this agreement, that concerned party must give notice to the other party as soon as is practicable, and the parties will engage on how any issues of concern may be addressed.
15. If, following the engagement under clause [14] either party considers that there are issues that still require resolution, that party may give notice in writing under this clause that the process under clause [16] is to be followed.
16. The following process will apply where notice is given by either party under clause [15]:
 - (a) within 10 business days of receipt of the notice referred to in clause [15], the relevant representative of the Board and the relevant manager from the local authority will meet to work together in good faith to resolve the issue;
 - (b) if the issue has not been resolved within 20 business days of receipt of the notice referred to in clause [15], a member of the Board (designated for the purpose by the Board) and the Chief Executive of the local authority will meet to work together in good faith to resolve the issue;
 - (c) if the issue has not been resolved within 40 business days of receipt of the notice referred to in clause [15], the matter will be referred to the person identified under clause [13];
 - (d) no later than 10 business days after the issue has been referred to that person under clause [16(c)], that person will make a recommendation on the issue and provide that recommendation to the parties;
 - (e) if within 10 business days of receiving a recommendation under clause [16(d)] the parties have not resolved the issue, the recommendation becomes binding and the parties must give effect to it; and

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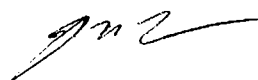
- (f) at any point during the issue resolution process the parties may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues.
17. Despite the fact that the parties are working together to resolve any issue in relation to this agreement, the parties will use their best endeavours to ensure that this agreement as a whole continues to operate effectively.

REVIEW AND AMENDMENT

18. [insert clauses to implement the provisions in the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010]]

DEFINITIONS AND INTERPRETATION

19. The provisions of this agreement shall be interpreted in a manner that best furthers the purpose of this agreement and is consistent with the principles set out in clauses 5 and 6 of this agreement.
20. In this agreement, unless the context requires otherwise:
- (a) terms defined in the Co-Management Deed and the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010] have the same meaning in this agreement;
 - (b) [to insert further definitions as required].
21. [insert interpretation provisions consistent with the Co-Management Deed and the [Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010]]



SCHEDULE TO THE DEED

**THE SEAL OF THE
TUWHARETOA MAORI TRUST BOARD**

was affixed pursuant to a resolution
of the Board and in the presence of:

Chairman

Deputy Chairman

Secretary

SIGNED by THE [LOCAL AUTHORITY]

in the presence of:

Witness Name: