

RAUKAWA

and

THE SOVEREIGN in right of New Zealand

RAUKAWA-CROWN ACCORD

3 December 2010

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CONTEXT

On 17 December 2009, Raukawa and the Crown (**the parties**) signed a deed in relation to a co-management framework for the Waikato River (**co-management deed**).

In doing so, the parties have committed to enter into a new era of co-management over the Waikato River to achieve the purpose of the co-management deed, with the underlying purpose being to restore and protect the health and wellbeing of the Waikato River for present and future generations.

The co-management deed records the parties' agreement that protective measures are essential to safeguard the Waikato River as one of the great natural and cultural treasures of Aotearoa New Zealand, and that the highest standards of protection should be applied to the Waikato River. Therefore, the overarching purpose of the co-management deed is to restore and protect the health and wellbeing of the Waikato River for present and future generations.

Additionally, the co-management deed aims to enhance the relationship between the parties and to restore the honour of the Crown. The parties have entered into the co-management deed and this Accord in good faith and rely on their respective commitments under the co-management deed to each other.

The parties agree that co-management requires a commitment to working in partnership, and in a spirit of collaboration. As such, the co-management deed sets out a commitment for the parties to enter into an accord to enhance this relationship, and support the implementation of the co-management deed. This Accord, the Raukawa-Crown Accord (including its schedules), gives effect to that commitment.

Raukawa have many rich associations with the Waikato River. The River runs through the centre of their rohe, and many sites within, and alongside, the River are important to them. This Accord acknowledges that Raukawa have long held cultural practices and associations with the environment within their rohe.

The Crown seeks to recognise and sustain the special relationship that Raukawa have with the Waikato River. As set out in the co-management deed and this Accord, the Crown undertakes to provide assistance to, and to work with, Raukawa to assist the restoration of their mana whakahaere.

The deed of settlement for the historical Treaty of Waitangi claims of Raukawa will acknowledge this Accord. If necessary and agreed between the relevant parties, portfolio accords that are entered into before the deed of settlement is signed will be amended by Raukawa and the relevant government department to make them consistent with the deed of settlement and settlement legislation.

RAUKAWA STATEMENT OF SIGNIFICANCE OF THE WAIKATO RIVER

The following excerpt from the co-management deed provides a Raukawa perspective on the significance of the Waikato River:

Raukawa has continuously asserted mana whakahaere in relation to their rohe. Raukawa have sought recognition of this rohe and their desire to protect and maintain a healthy Waikato River. To Raukawa, the Waikato River holds mana in its own right (spiritual authority and power, or a right to exist in a pristine state for intrinsic reasons) and has its own mauri (life essence or life force).

The mauri of the Waikato River and Raukawa are inextricably linked. The Waikato River carries the life force of the Raukawa people, and therefore, that which affects the River, affects the people. This special relationship places a responsibility on Raukawa to protect the River, its mana and its mauri, and to exercise mana whakahaere in accordance with their kawa and tikanga, in order to ensure the River's wellbeing.

Raukawa has a unique and ancient relationship with the Waikato Awa. The Waikato Awa and its tributaries are metaphorically speaking the veins carrying the lifeblood of Papatūānuku. If events or activities affect the awa, they in turn affect Papatūānuku. The Waikato Awa carries the life force for the Raukawa people, and therefore, that which affects the River, affects the people.

The Waikato Awa holds 'mana' in its own right (spiritual authority and power, or a right to exist in a pristine state for intrinsic reasons) and its life essence or life force is the 'mauri' of the Awa.

For over 600 years Raukawa have held that the mauri of the Waikato Awa and the mauri of Raukawa are inextricably linked. As tangata whenua within the region which the River flows, our relationship that exists with the Awa is paramount. It includes the enhancement of our respective tribal mana. However, this also gives rise to the responsibilities to protect the Awa, its mana and mauri. These responsibilities are woven within our customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga. The purpose of mana whakahaere is simply 'to ensure the wellbeing of the Awa'.

The Waikato Awa is a taonga to Raukawa. It is a whole and indivisible entity that flows from Ruapehu to Te Pūaha o Waikato (the mouth) and includes its waters, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.

Raukawa continue to exercise our mana, along with customary rights and exert the rights and responsibilities of kaitiakitanga in relation to the Waikato Awa within our rohe. In accordance with the principles of ahi kā roa; marae, hapū and whānau still reside next to and live every day with the Waikato Awa. The Awa has provided a source of spiritual, cultural, social, and physical sustenance for our people, and in turn our role as kaitiaki embraces respect and an inter-generational responsibility.

TERMS

PURPOSE

1. The purpose of the Raukawa-Crown Accord is to:
 - a. enhance and sustain the on-going relationship between the parties;
 - b. oversee and protect the integrity of the agreements in the co-management deed and the Raukawa co-management legislation;
 - c. recognise, provide for and sustain the special relationship that Raukawa has with the Waikato River;
 - d. affirm the parties' commitment to entering a new era of co-management over the Waikato River for the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations;
 - e. provide for integrated management and mana whakahaere as appropriate;
 - f. reflect a unity of commitment to respect and care for the Waikato River; and
 - g. to provide an overarching accord to which further accords (**portfolio accords**) are subject.

SCOPE OF ACCORD

2. This Accord is an overarching accord and unless otherwise stated will apply to all those matters as agreed in the portfolio accords between Raukawa and Ministers and relevant chief executives of government departments, and will apply:
 - a. to the Raukawa area of interest that falls within the Upper Waikato River meaning the Waikato River, being the part of that river shown within the area marked "B" on SO plan 409144 (see Appendix A);
 - b. to any Raukawa area of interest agreed as a result of an amendment under clause 13.11.3 of the co-management deed; and
 - c. in respect to a particular portfolio accord, to any wider Raukawa area of interest as agreed to in that portfolio accord.

CO-MANAGEMENT

3. The successful implementation of co-management, and of the arrangements proposed under the co-management deed, requires a new approach to the management of the Waikato River. Accordingly, the parties acknowledge that co-management includes:
 - a. a collaborative approach that reflects partnership;

- b. the highest level of good faith engagement; and
- c. consensus decision-making as a general rule;

while having regard to statutory frameworks and the mana whakahaere of Raukawa and other River iwi.

4. The parties acknowledge that the health and wellbeing of the Waikato River and successful co-management requires effective integration of management between the relevant iwi, government departments, Crown entities, local authorities and non-governmental agencies who have roles and responsibilities in respect of the Waikato River. In particular, the parties acknowledge that to be effective, co management in relation to the objectives and mechanisms set out in the co-management deed and the Raukawa co-management legislation must:

- a. be implemented and achieved at a number of levels and across a range of management agencies, bodies and authorities, including (but without limitation) the following:
 - i. 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
 - ii. 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
- b. include provision for Raukawa 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 requires an early and effective input from Raukawa, rather than simply an opportunity to consult.

RELATIONSHIP PRINCIPLES

5. The parties are committed to establishing and maintaining a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles:
- a. to work in a spirit of co-operation;
 - b. to ensure early engagement on issues of known mutual interest;
 - c. to operate on a 'no surprises' approach;
 - d. acknowledgment that the relationship is evolving, not prescribed;
 - e. to respect the independence of the parties and their individual mandates, roles and responsibilities;

- f. to recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise;
- g. to commit to good faith and the highest level of engagement as indicated in this Accord and consistent with the principle of co-management; and
- h. to commit to giving effect to the principles of Te Tiriti o Waitangi /the Treaty of Waitangi.

VISION AND STRATEGY FOR THE WAIKATO RIVER

- 6. As provided for in the co-management deed, and the Raukawa co-management legislation, the parties recognise and acknowledge that the Vision and Strategy is the primary direction-setting document for the Waikato River (see Appendix B). One of the primary objectives of this Accord is to provide for an integrated and collaborative approach in working towards the outcomes sought by the Vision and Strategy through co-management.

ACKNOWLEDGEMENT

- 7. Both parties acknowledge other River iwi, their tikanga, and their respective relationships with the Crown and the Waikato River.

IMPLEMENTATION AND MECHANISMS

- 8. The relationship between the parties will be further implemented through the following mechanisms:
 - a. specific portfolio accords between Raukawa and relevant Ministers and chief executives as set out in clauses 11 and 12, which, once agreed, will be appended as schedules to this Accord;
 - b. further arrangements as set out in clauses 14 and 15; and
 - c. a Ministerial Forum as set out in clauses 17 and 18.
- 9. Portfolio accords are part of, and subject to the terms of, this Accord.
- 10. Where this Accord states that a portfolio accord will have its own mechanism or process on any matter, then the mechanism or process set out in the portfolio accord will prevail.

PORTFOLIO ACCORDS

- 11. This Accord includes, at 3 December 2010, four portfolio accords between Raukawa and relevant Ministers and chief executives:
 - a. **Conservation Accord:** signed by the Minister of Conservation (and the Director-General of Conservation) and the Raukawa Settlement Trust (Schedule 1);

- b. **Fisheries Accord:** signed by the Minister of Fisheries and Aquaculture (and the chief executive of the Ministry of Fisheries) and the Raukawa Settlement Trust (Schedule 2);
 - c. **Environment Accord:** signed by the Minister for the Environment (and the Secretary for the Environment) and the Raukawa Settlement Trust (Schedule 3); and
 - d. **Taonga Tūturu Accord:** signed by the Minister for Arts, Culture and Heritage and the Raukawa Settlement Trust (Schedule 4).
12. Within twelve months of the signing of this Accord, or such time as may be agreed upon between the parties, the following portfolio accords will be negotiated and signed between the Raukawa Settlement Trust and the Ministers and persons listed below:
- **Local Government Accord:** to be signed by the Minister of Local Government;
 - **Agriculture, Forestry and Biosecurity Accord:** to be signed by the Ministers of Agriculture, Forestry and Biosecurity;
 - **Energy & Resources Accord:** to be signed by the Minister of Energy;
 - **Land Information Accord:** to be signed by the Minister for Land Information;
 - **Crown Lands Accord:** to be signed by the Commissioner of Crown Lands; and
 - **Māori Affairs Accord:** to be signed by the Minister of Māori Affairs.
13. The parties will consider whether additional portfolio accords are necessary to better achieve the overarching purpose of the co-management deed, as provided for in clause 8.10 of the co-management deed.

FURTHER ARRANGEMENTS

14. The Crown will encourage relevant agencies to enter accords, or other agreements, so that Raukawa can:
- a. be approved as a Heritage Protection Authority; and
 - b. engage with the New Zealand Geographic Board to provide for the exercise of mana whakahaere.
15. The Crown will further support and assist Raukawa to establish memoranda of understanding of a similar nature to this Accord with:
- a. the Historic Places Trust;
 - b. the New Zealand Archaeological Association;
 - c. relevant local authorities; and
 - d. other relevant entities or agencies.

16. The further arrangements noted in clauses 14 and 15 will be entered into separately, and will not form a part of this Accord.

MINISTERIAL FORUM

17. The parties to this Accord will co-host a forum as a commitment to the implementation and support of co-management in the Upper Waikato River, as per clauses 8.11 to 8.17 of the co-management deed.
18. The purpose of the forum is to:
 - a. develop and enhance active, functional and effective relationships between the Raukawa Settlement Trust and the relevant Ministers. These relationships are recognised as being critical to the success of the range of other tools and mechanisms provided for within the co-management arrangements, in particular, the accords.
 - b. allow a regular and informed opportunity to review the implementation of co-management in the Upper Waikato River by the Crown and Raukawa, to discuss relevant matters, and to plan for effective and meaningful outcomes under the co-management deed.
 - c. consider any other relevant matters such as relevant law or policy reforms.

ENGAGEMENT

19. The parties recognise the benefit of mutual information exchange and will as far as possible exchange any reasonably available information that is relevant to, and will assist with, the implementation of this Accord.
20. The obligations in this Accord relating to communication and access to information do not apply to information that the Crown 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 Chief Executive may withhold under the Official Information Act 1981.
21. The parties will maintain effective and efficient communication with one another by:
 - a. ensuring that the parties have clear and agreed processes and opportunities for regular engagement, including with Ministers as appropriate;
 - b. using *kanohi ki te kanohi* (face to face) contact as the preferred communication method but also using other methods of communication; and
 - c. providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to this Accord.
22. Where consultation is required to give effect to the co-management and relationship principles set out in clauses 3, 4 and 5 the parties will:

- a. ensure the other is consulted as soon as reasonably practicable after identifying or determining the proposal or issue to be consulted on;
- b. provide the other with sufficient information and time to participate in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
- c. approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
- d. report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
- e. meet when requested by either party to discuss options to resolve concerns.

REVIEW

23. The parties agree that this Accord and the portfolio accords are living documents that should be reviewed to take account of future developments and additional co-management opportunities.
24. Any review of this Accord and any related portfolio accord will be undertaken at a meeting held in accordance with clause 8.10 of the co-management deed.

VARIATION

25. The parties may vary this Accord by agreement in writing.
26. Each portfolio accord will outline the roles and responsibilities for addressing any variation or issues associated with the portfolio accord.

ESCALATION OF MATTERS

27. If one party considers that there has been a breach of this Accord 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:
 - a. within 20 working days of receipt of the written notice, the relevant contact person from each of the parties will meet to work in good faith to resolve the issue.
 - b. if the dispute has not been resolved within 20 working days of the process referred to in clause 27(a), the Raukawa Chief Executive and the Chief Executive of the government department responsible for this Accord will meet to work in good faith to resolve the issue.
 - c. if the dispute has still not been resolved within 20 working days of the process referred to in clause 27(b) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided the parties

agree, the Chairman of the Raukawa Settlement Trust and the relevant Minister(s) will meet to work in good faith to resolve the issue.

28. Each portfolio accord will contain its own process for escalation.

LIMITS OF ACCORD

29. This Accord does not override or limit:

- a. legislative rights, powers or obligations;
- b. the functions, duties and powers of the relevant Ministers, Chief Executives and any Ministry officials, or statutory officers;
- c. the ability of the Crown to introduce legislation and change government policy;
- d. the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative;
- e. the legal rights and obligations of the parties.

30. 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.

31. The commitments under this Accord and portfolio accords are limited to the extent that they are within the capability, resources, mandated work programme and priorities of Raukawa and government departments.

EFFECT OF ACCORDS

32. This Accord comes into effect when it is signed.

33. Portfolio accords appended to this Accord come into effect when they are signed.

INTERPRETATION

34. Terms and expressions that are not defined in this Accord but are defined in the co-management deed have the meaning that they have in the co-management deed.

DEFINITIONS

Raukawa co-management legislation means the Ngāti Tūwharetoa, Raukawa and Te Arawa River Iwi Waikato River Act 2010.

Raukawa Settlement Trust or Trust: means the trust created by the trust deed dated 16 June 2009 or the trust's nominee.

Upper Waikato River: means the Waikato River, being the part of that river shown within the area marked "B" on the SO plan 409144.

RAUKAWA-CROWN ACCORD

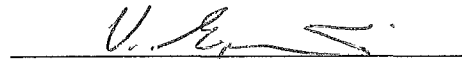
THIS ACCORD is signed on 3 December 2010, between:

Raukawa

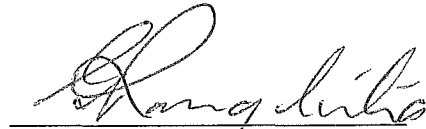
The directors of Raukawa Settlement Trust Limited as nominee of the Raukawa Settlement Trust for and on behalf of the Raukawa Settlement Trust, and for and on behalf of Raukawa in the presence of:



Christopher McKenzie



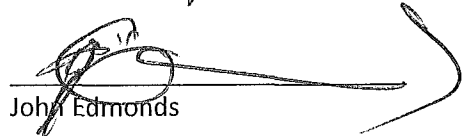
Vanessa Eparaima



George Rangitūtia



Cheryl Pakuru



John Edmonds

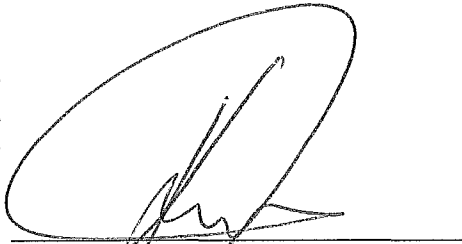


Gaylene Roberts

and

THE SOVEREIGN in right of New Zealand

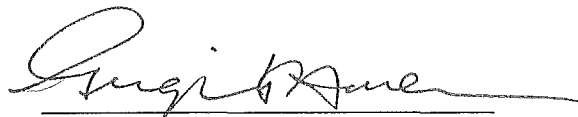
SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Prime Minister, the Minister for Treaty of Waitangi Negotiations and the Minister of Māori Affairs in the presence of:



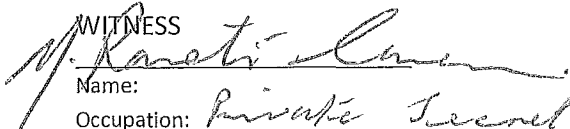
Right Honourable John Key



Honourable Christopher Finlayson



Honourable Dr Pita R Sharples

WITNESS


Name: *Private Secretary*

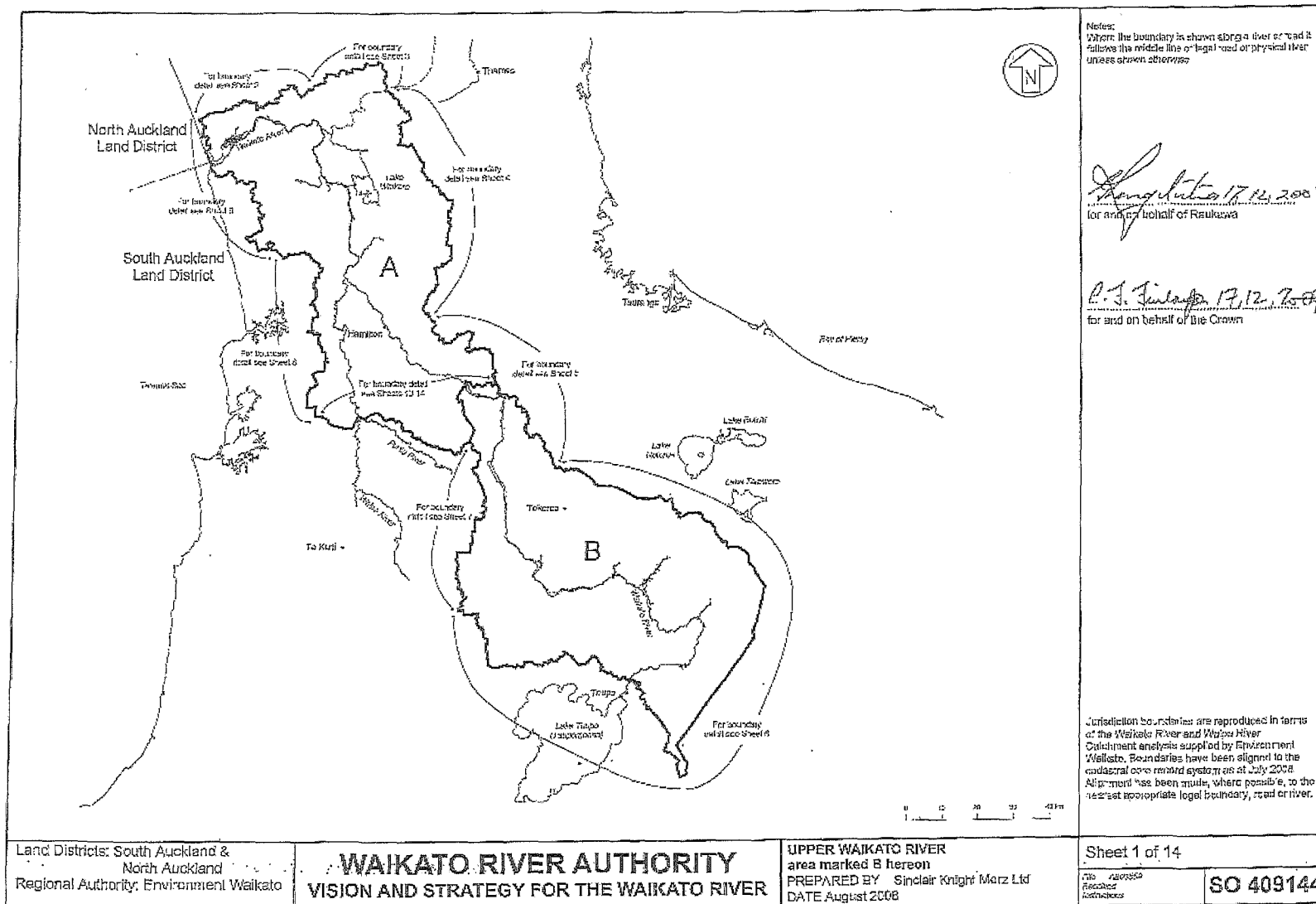
Occupation: *Private Secretary*

Address: *Parliament - Honen House Level 6.*

APPENDICES

APPENDIX A – RAUKAWA AREA OF INTEREST THAT FALLS WITHIN THE UPPER WAIKATO RIVER

Raukawa area of interest that falls within the Upper Waikato River meaning the Waikato River, being the part of that river shown within the area marked "B" on SO plan 409144



APPENDIX B – TE TURE WHAIMANA - VISION AND STRATEGY FOR THE WAIKATO RIVER

Vision

Tōku awa koiora me ōna pikonga he kura tangihia o te mātāmuri.

The river of life, each curve more beautiful than the last.

Our vision is for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come.

In order to realise the Vision, the following objectives will be pursued:

- a) the restoration and protection of the health and wellbeing of the Waikato River.
- b) the restoration and protection of the relationships of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships.
- c) the restoration and protection of the relationships of Waikato River Iwi according to their tikanga and kawa with the Waikato River, including their economic, social, cultural, and spiritual relationships.
- d) the restoration and protection of the relationships of the Waikato Region's communities with the Waikato River, including their economic, social, cultural, and spiritual relationships.
- e) the integrated, holistic, and co-ordinated approach to management of the natural, physical, cultural, and historic resources of the Waikato River.
- f) 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.
- g) the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within the catchment on the health and wellbeing of the Waikato River.
- h) the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities.
- i) the protection and enhancement of significant sites, fisheries, flora, and fauna.
- j) the recognition that the strategic importance of the Waikato River to New Zealand's social, cultural, environmental, and economic wellbeing requires the restoration and protection of the health and wellbeing of the Waikato River.
- k) the restoration of water quality within the Waikato River so that it is safe for people to swim in and take food from over its entire length.
- l) the promotion of improved access to the Waikato River to better enable sporting, recreational, and cultural opportunities.
- m) the application to the above of both mātauranga Māori and the latest available scientific methods.

Strategy

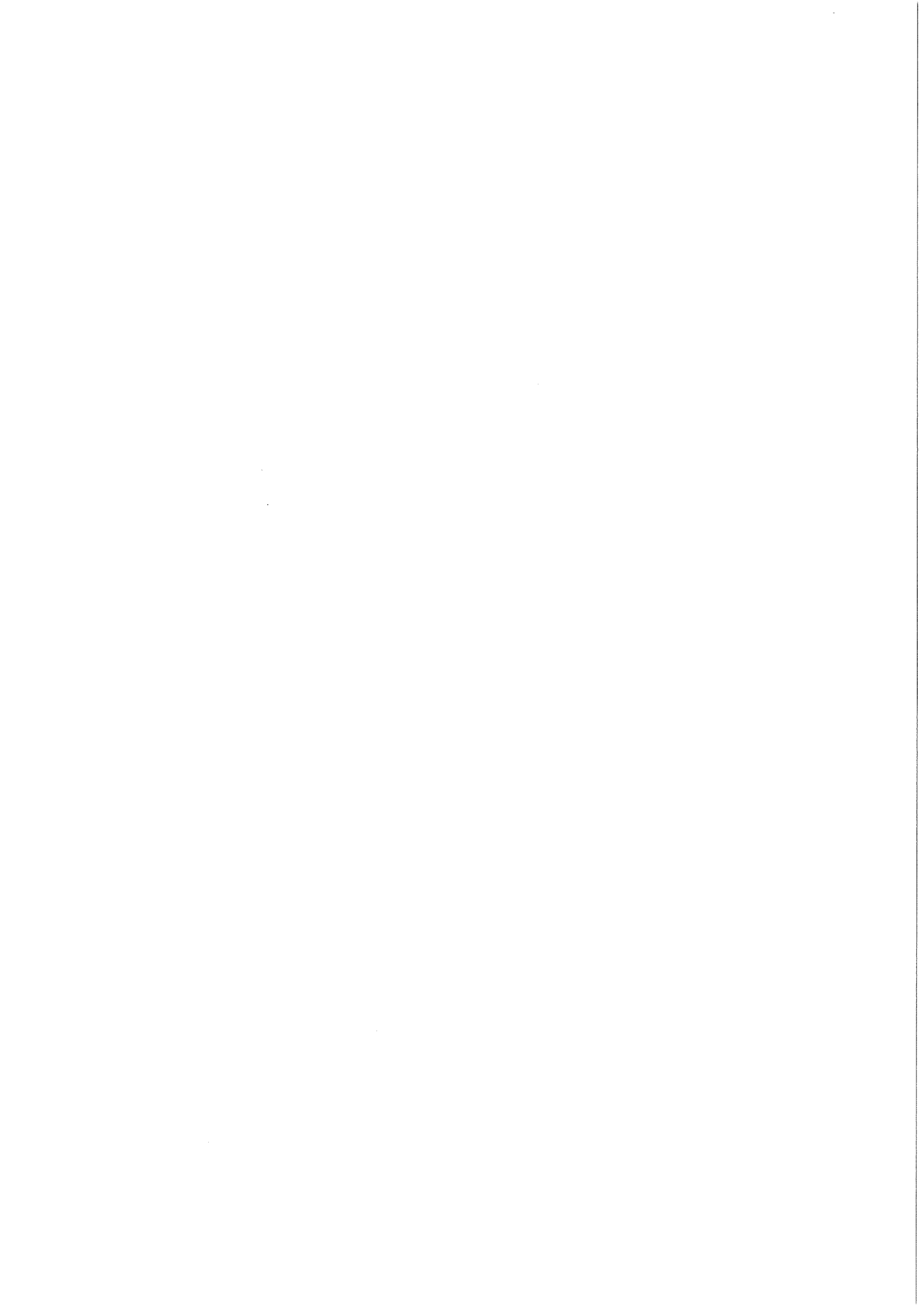
To achieve the vision, the following strategies will be followed:

- a) ensure that the highest level of recognition is given to the restoration and protection of the Waikato River.
- b) establish what the current health status of the Waikato River is by utilising mātauranga Māori and the latest available scientific methods.
- c) develop targets for improving the health and wellbeing of the Waikato River by utilising mātauranga Māori and the latest available scientific methods.
- d) develop and implement a programme of action to achieve the targets for improving the health and wellbeing of the Waikato River.
- e) develop and share local, national, and international expertise, including indigenous expertise, on rivers and activities within their catchments that may be applied to the restoration and protection of the health and wellbeing of the Waikato River.
- f) recognise and protect wāhi tapu and sites of significance to Waikato-Tainui and other Waikato River iwi (where they do decide) to promote their cultural, spiritual, and historic relationship with the Waikato River.
- g) recognise and protect appropriate sites associated with the Waikato River that are of significance to the Waikato regional community.
- h) actively promote and foster public knowledge and understanding of the health and wellbeing of the Waikato River among all sectors of the Waikato regional community.
- i) encourage and foster a “whole of river” approach to the restoration and protection of the Waikato River, including the development, recognition, and promotion of best practice methods for restoring and protecting the health and wellbeing of the Waikato River.
- j) establish new, and enhance existing, relationships between Waikato-Tainui, other Waikato River iwi (where they so decide), and stakeholders with an interest in advancing, restoring, and protecting the health and wellbeing of the Waikato River.
- k) ensure that cumulative adverse effects on the Waikato River of activities are appropriately managed in statutory planning documents at the time of their review.
- l) ensure appropriate public access to the Waikato River while protecting and enhancing the health and wellbeing of the Waikato River.

SCHEDULES

PORTFOLIO ACCORDS

Schedule	Portfolio Accord	Date Signed
Schedule 1	Conservation Accord	signed on 3 December 2010
Schedule 2	Fisheries Accord	signed on 3 December 2010
Schedule 3	Environment Accord	signed on 3 December 2010
Schedule 4	Taonga Tūturu Accord	signed on 3 December 2010
Schedule 5	Local Government Accord	
Schedule 6	Agriculture, Forestry and Biosecurity Accord	
Schedule 7	Energy and Resources Accord	
Schedule 8	Land Information Accord	
Schedule 9	Crown Lands Accord	
Schedule 10	Māori Affairs Accord	



TAONGA TŪTURU PORTFOLIO ACCORD

Agreed between

**The Crown, through the Minister for Arts, Culture and Heritage and the Chief Executive
of the Ministry for Culture and Heritage**

and

Raukawa, through the Raukawa Settlement Trust

1. INTRODUCTION

- 1.1 This Accord between the Minister for Arts, Culture and Heritage (“the Minister”), the Chief Executive of the Ministry for Culture and Heritage (“the Chief Executive”) and the Raukawa Settlement Trust or its nominee (“the Trust”) sets out how the Ministry for Culture and Heritage (“the Ministry”) will interact with the Trust on matters specified in this Accord.
- 1.2 For the purposes of this Accord the Trust is the body representative of the whānau, hapū, and iwi of Raukawa who have an interest in the matters covered under this Accord. This derives from the status of Raukawa as tangata whenua in the Accord Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The Minister, and the Chief Executive and the Trust are committed, through this Accord, to establishing and maintaining a positive, cooperative and enduring relationship.
- 1.4 The terms of the Raukawa – Crown Overarching Accord apply to this Accord and should be read as part of this Accord.

2. ACCORD AREA

This Accord applies to the Raukawa rohe as set out in clause 2 of the Raukawa – Crown Overarching Accord.

3. ROLE OF THE PARTIES

3.1 RAUKAWA ROLE AND OBJECTIVES

Raukawa are the kaitiaki and guardians of their taonga and the cultural practices associated with their taonga.

One of the Trust’s primary objectives in relation to this Accord is to develop a long-term taonga strategy to provide for both access to and protection of their taonga. This includes developing appropriate and best practice procedures for the identification, restoration, archiving and storage of their taonga.

Another objective is the enhancement of Raukawa's relationship with their taonga and associated cultural practices. This also involves the transmission of cultural knowledge in relation to Raukawa taonga to the whānau, hapū and iwi of Raukawa. Where appropriate Raukawa may also wish to share this with the wider community and the Trust intends that the development of a Raukawa taonga strategy will benefit and enhance New Zealand's wider arts, culture and heritage sector.

Another objective is the development of a sound and long term relationship with the Minister, Ministry and the Chief Executive, in recognition of the respective roles that the parties to this Deed play, and the mutual benefits that will result from a partnership approach to arts, cultural and heritage matters.

The Trust acknowledges that the roles and objectives expressed in clause 3.1 are their own, and have been developed independently of the Ministry.

3.2 CROWN ROLE:

The Minister and Chief Executive have certain functions, powers, and duties in terms of the Protected Objects Act 1975 ("the Act"). The purpose of the Act is to provide for the better protection of certain objects by, among other things, regulating the export of taonga tūturu, and by establishing and recording the ownership of ngā taonga tūturu found after the commencement of the Act, namely 1 April 1976.

In exercising such functions and powers under the Protected Objects Act 1975, the Minister and the Chief Executive are seeking a relationship with the Trust consistent with the principles of te Tiriti o Waitangi/ the Treaty of Waitangi. The Minister and Chief Executive recognise that the Trust have an interest as tangata whenua in relation to the preservation, protection and management of its taonga tūturu, which arises from their mana within their rohe.

3.3 CHIEF EXECUTIVE ROLE:

3.3.1 General

The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Trust within the limits of the Act. From the date this Accord is issued, the Chief Executive will:

- (a) notify the Trust in writing of any taonga tūturu found within the Accord Area or identified of Raukawa origin found elsewhere in New Zealand;
- (b) provide for appropriate examination and recording of any taonga tūturu found within the Accord Area or identified as being of Raukawa origin found elsewhere in New Zealand;
- (c) notify the Trust in writing of its right to lodge a claim with the Chief Executive for ownership of any taonga tūturu found within the Accord Area or identified as being of Raukawa origin found elsewhere in New Zealand;
- (d) allow for Raukawa kaitiakitanga as temporary custodians of any taonga tūturu found within the Accord Area or identified as being of Raukawa origin found elsewhere in New Zealand, until ownership is determined, on such conditions

agreed between the Trust and the Chief Executive as to the care of the taonga tūturu;

- (e) despite 3.3.1 (d) above, there may be situations where the Chief Executive considers that other arrangements are more appropriate, if so, the Chief Executive may make other arrangements, but the Chief Executive must:
 - (i) notify the Trust in writing of those arrangements and reasons for them; and
 - (ii) seek and have regard to the views of the Trust on those arrangements; and
 - (iii) notify the Trust in writing of the final arrangements and the reasons for them; and
 - (iv) notify the Trust in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any taonga tūturu found within the Accord Area or identified as being of Raukawa origin found elsewhere in New Zealand, or for any right, title, estate, or interest in any such taonga tūturu; and
 - (v) notify the Trust in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any taonga tūturu found within the Accord Area or identified as being of Raukawa origin found elsewhere in New Zealand, or for any right, title, estate, or interest in any such taonga tūturu.

3.3.2 Applications for Ownership

- (a) If the Trust lodges a claim of ownership of any taonga tūturu found within the Accord Area or identified as being of Raukawa origin found elsewhere in New Zealand with the Chief Executive, there are no competing claims of ownership, and the Chief Executive is satisfied that the claim is valid, the Chief Executive will apply to the Registrar of the Māori Land Court for an order confirming ownership of the taonga tūturu by the Trust.
- (b) If there is a competing claim or claims lodged in conjunction with the Trust's claim of ownership, the Chief Executive will consult with the Trust for the purpose of resolving the competing claims, and if satisfied that the competing claims have been resolved and that a resolution is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the taonga tūturu.
- (c) If the competing claims for ownership of any taonga tūturu found within the Accord Area or identified as being of Raukawa origin found elsewhere in New Zealand cannot be resolved, the Chief Executive, at the request of the Trust, may facilitate an application to the Māori Land Court for determination of the ownership of the taonga tūturu.

3.3.2 Applications for Custody

If no ownership application is made to the Māori Land Court for any taonga tūturu found within the Accord Area or identified as being of Raukawa origin found elsewhere in New Zealand by the Trust or any other person, the Chief Executive will:

- (a) notify the Trust in writing where there is any request from any other person for the custody of the taonga tūturu;
- (b) seek and have regard to the views of the Trust where there is any request from any other person for the custody of the taonga tūturu; and
- (c) notify the Trust in writing of the decision made by the Chief Executive on the custody of the taonga tūturu.

3.3.4 Export Applications

- (a) For the purpose of seeking an expert opinion from the Trust on any export applications to remove any taonga tūturu of Raukawa origin from New Zealand, the Chief Executive will register the Trust on the Ministry for Culture and Heritage's Register of Expert Examiners.
- (b) Where the Chief Executive receives an export application to remove any taonga tūturu of Raukawa origin from New Zealand, the Chief Executive will consult the Trust as an Expert Examiner on that application, and notify the Trust in writing of his or her decision.

3.3.5 Registration as a collector of ngā taonga tūturu

The Chief Executive will continue to work with the Trust as a Registered Collector of ngā taonga tūturu.

3.3.6 Board Appointments

The Chief Executive shall:

- (a) notify the Trust of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
- (b) add the Trust's nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
- (c) notify the Trust of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

3.3.7 Provision of Cultural and/or Spiritual practices and Professional Services

- (a) When the Chief Executive requests cultural and/or spiritual practices to be undertaken by the Trust within the Accord Area, the Chief Executive will make

a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

- (b) Where appropriate, the Chief Executive will consider using the Trust as a provider of professional services.
- (c) The procurement by the Chief Executive of any such services set out in clauses 3.3.7.(a) and (b) are subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

3.3.8 History publications relating to Raukawa

- (a) The Chief Executive shall:
 - (i) provide the Trust with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Raukawa, and will supply these on request; and
 - (ii) where reasonably practicable, consult with the Trust during work that the Ministry undertakes that relates substantially to Raukawa.
- (b) The Trust accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the Trust, is entitled to make the final decision on the material of the historical publication.

3.3.9 Funding and Tribal Initiatives

The Chief Executive will make best endeavours to notify the Trust of any awards and funds, to which applications can be made, which are administered by the Ministry, for example the Commemorating Waitangi Day Fund, and provide details of the application process and deadlines.

3.3.10 Changes to Policy and Legislation Affecting this Accord

If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impact upon this Accord, the Chief Executive shall:

- (a) notify the Trust of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
- (b) make available to the Trust the information provided to Māori as part of the consultation process referred to in this clause; and
- (c) report back to the Trust on the outcome of any such consultation.

3.3.11 Consultation

Where the Chief Executive is required to consult under this Accord, the basic principles that will be followed in consulting with the Trust in each case are:

- (a) ensuring that the Trust is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- (b) discuss whether a working party should be created between the Ministry and the Trust to progress issues arising;
- (c) providing the Trust 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 the Trust in the decision making process, including the preparation of submissions by the Trust, in relation to any of the matters that are the subject of the consultation;
- (e) ensuring that the Chief Executive will approach the consultation with the Trust with an open mind, and will genuinely consider the submissions of the Trust, in relation to any of the matters that are the subject of the consultation;
- (f) meeting with the Trust, if requested by both parties, in order to discuss the issue and to seek to reach an agreed outcome; and
- (g) report back to the Trust, either in writing or in person, on any decisions made that relate to that consultation.

3.3.12 Other Matters

The Chief Executive will also:

- (a) discuss with the Trust concerns and issues notified by the Trust about the Act;
- (b) review the implementation of this Accord from time to time, or at the request of the Trust, unless otherwise agreed in writing by both the Trust and the Chief Executive; and
- (c) assist the Trust with the objects identified in clause 3.1 by inviting Te Papa Tongarewa, and selected regional museums to establish a relationship with Raukawa.

3.4 **THE ROLE OF THE MINISTER**

- (a) The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Trust within the limits of the Act. In circumstances where the Chief Executive originally consulted the Trust as an Expert Examiner, the Minister may consult with the Trust where a person appeals the decision of the Chief Executive to:

- (i) refuse permission to export any taonga tūturu, or ngā taonga tūturu, from New Zealand; or
 - (ii) impose conditions on the approval to export any taonga tūturu or ngā taonga tūturu, from New Zealand.
- (b) The Ministry will notify the Trust in writing of the Minister's decision on an appeal in relation to an application to export any taonga tūturu where the Trust was consulted as an Expert Examiner.

4 IMPLEMENTATION AND APPLICATION

4.1 The Chief Executive will meet with the Trust to develop and agree a strategy to implement this Accord as soon as reasonably practicable after the signing of this Accord. This strategy may include but is not limited to:

- (a) any matters raised in this Accord;
- (b) reporting processes to be put in place, if agreed by both parties;
- (c) recognition of the special relationship that Raukawa has with its taonga tūturu;
- (d) developing a communications Accord; and
- (e) establishing review processes and associated timeframes for this Accord.

4.2 The implementation strategy described in clause 4.1 of this Accord will have effect from the date agreed by both parties and specified in the strategy.

4.3 The parties, as far as reasonably practical, will provide opportunities for their relevant personnel to meet with each other, including arranging annual meetings (if requested by either party) to discuss and (if possible) resolve any issue that has arisen in the past 12 months.

5 STAFF AWARENESS

5.1 From the date of signing this Accord the parties will as reasonably practicable:

- (a) train relevant employees on this Accord to ensure that they are aware of the purpose, content and implications of this Accord; and
- (b) arrange for the relevant employees to be educated on:
 - (i) the values and practices of each party; and
 - (ii) the purpose, content and implications of this Accord.

- 5.2 Each party will identify staff who will be working closely with staff of the other party, and inform those staff of the contents of this Accord and their responsibilities and roles under it.
- 5.3 The parties will provide reasonable opportunities (as resources allow) to educate each other on their values, and practices.
- 5.4 Where there are areas of mutual interest, the Chief Executive may consider opportunities to collaborate with the Trust through wānanga, internships or other similar initiatives.

6 REVIEW AND AMENDMENT

- 6.1 The Minister and the Chief Executive and the Trust 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.
- 6.2 If requested by either party, the first review of this Accord will take place no later than three years from the signing of this Accord. Thereafter the Accord will be reviewed on a three -yearly basis, if requested by either party.
- 6.3 Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 8 of this Accord.
- 6.4 The Trust and the Crown may only vary this Accord by agreement in writing.
- 6.5 In respect of the exercise of rights and obligations under this Accord:
- (a) any right of the Trust will be exercised through the Raukawa Settlement Trust or its nominee; and
 - (b) where the Minister or the Chief Executive is required to engage or otherwise interact with the Trust (including, without limit, making available information, consulting, informing the Trust of certain matters, seeking advice, providing notice or assistance, or meeting with the Trust), the Minister or the Chief Executive will satisfy that obligation by engaging, or otherwise interacting with the Raukawa Settlement Trust or its nominee.

7. ADDITIONAL REDRESS MECHANISMS

The Minister and Chief Executive agree to explore and have ongoing discussions with the Trust regarding the development of additional redress mechanisms, as appropriate and necessary to enhance their relationship with each other.

8 ESCALATION OF MATTERS

- 8.1 If one party considers that there has been a breach of this Accord 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 accord:

- (a) Within 20 working days of being given written notice, the relevant contact person from the Ministry and a representative of the Trust will meet to work in good faith to resolve the issue.
- (b) If the dispute has not been resolved within 20 working days of the process outlined with 8.1 (a), the Chief Executive and Chief Executive Officer for the Trust will meet to work in good faith to resolve the issue.
- (c) If the dispute has still not been resolved within 20 working days of the process outlined in 8.1 (b) the Minister and the Chairman of the Trust, or a representative appointed by the trustees of the Trust, will meet to work in good faith to resolve the issue. The parties recognise that this clause is subject to the limitations outlined in the Raukawa – Crown Overarching Accord.

9 DEFINITIONS AND INTERPRETATION

- 9.1 The provisions of this Accord shall be interpreted in a manner that best furthers the purpose of this Accord.
- 9.2 Terms defined in the Raukawa co-management deed and the Raukawa co-management legislation have the same meaning in this Accord.
- 9.3 In this Accord, unless the context requires otherwise:
 - (a) **Chief Executive** means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive;
 - (b) **expert examiner** has the same meaning as in Section 2 of the Act and means a body corporate or an association of persons;
 - (c) **register of expert examiners** means the register of expert examiners established and maintained by the Chief Executive pursuant to section 7B(2) of the Act.
 - (d) **found** has the same meaning as in Section 2 of the Act and means:

in relation to any taonga tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the taonga tūturu and which suggest that the taonga tūturu was last in the lawful possession of a person who at the time of its finding is no longer alive; and 'finding' and 'finds' have corresponding meanings;
 - (e) **taonga tūturu** means to Raukawa, those items or objects that –
 - (i) relate to Raukawa culture, history or society; and
 - (ii) was, or appears to have been:
 - (a) manufactured or modified in New Zealand by Raukawa; or

- (b) brought into New Zealand by Raukawa; or
 - (c) found outside of New Zealand but relate to Raukawa culture, history or society; or
 - (d) provided by papatūānuku and used by Raukawa; or
 - (e) used by Raukawa; and
 - (f) is more than 50 years old.
- (f) **ngā taonga tūturu** has the same meaning as in section 2 of the Act and means two or more taonga tūturu;
- (g) **taonga tūturu** has the same meaning as in Section 2 of the Act and means an object that –
- (i) relates to Māori culture, history, or society; and
 - (ii) was, or appears to have been, –
 - (a) manufactured or modified in New Zealand by Māori; or
 - (b) brought into New Zealand by Māori; or
 - (c) used by Māori; and
 - (iii) is more than 50 years old.

SIGNED as a deed

SIGNED by
**THE MINISTER FOR ARTS, CULTURE
AND HERITAGE**

in the presence of :



Hon Christopher Finlayson

WITNESS

Name:

Date: 3 December 2010

SIGNED for and on behalf of **HER MAJESTY THE
QUEEN** in the right of the Government of New
Zealand by **RIPEKA MARGARET EVANS** acting
pursuant to powers delegated to her by the Chief
Executive of the Ministry for Culture and Heritage
pursuant to section 41 of the State Sector Act 1988
in the presence of :



Ripeka Margaret Evans

WITNESS

Name:

Date: 3 December 2010

SIGNED for and on behalf
OF RAUKAWA SETTLEMENT TRUST LIMITED
in the presence of :




Vanessa Eparaima

WITNESS

Name:
Date: 3 December 2010

SIGNED for and on behalf
OF RAUKAWA SETTLEMENT TRUST LIMITED
in the presence of :



Cheryl Pakuru

WITNESS

Name:
Date: 3 December 2010

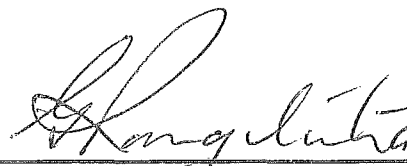
SIGNED for and on behalf
OF RAUKAWA SETTLEMENT TRUST LIMITED
in the presence of :

Gaylene Roberts

WITNESS

Name:
Date: 3 December 2010

SIGNED for and on behalf
OF RAUKAWA SETTLEMENT TRUST LIMITED
in the presence of :



George Whakatoj Rangitua

WITNESS

Name:

Date: 3 December 2010

SIGNED for and on behalf
OF RAUKAWA SETTLEMENT TRUST LIMITED
in the presence of :



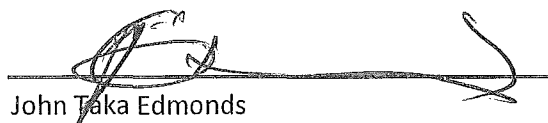
Chris McKenzie

WITNESS

Name:

Date: 3 December 2010

SIGNED for and on behalf
OF RAUKAWA SETTLEMENT TRUST LIMITED
in the presence of :



John Taka Edmonds

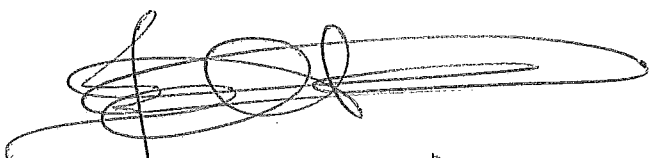
WITNESS

Name:

Date: 3 December 2010

P. M. ...
Main ...
J. W. ...

John ...



J. E. Hughes
Wakapuhakauhi: Aage
Waimatao P. Sari M. Tayab
Denise L. ...

Katiana Hodge
Ruia Lawson

Mereana Hemana
Kenna Pope L.
Gloria Davis Akarua
m. ...

George ...

Dr. ... Dep Chair EW.
EW Councilor
Anatheyden WRTI

P. ...
Cherna Reis
Heta N. ...

Shapera Reycroft
Age ...
Sara ...
Caroline Dally-Rangitiki

Raewyn Tai
Helen ...
Tina ...
Marianne Pitchard
Marnie Galtier

ENVIRONMENT PORTFOLIO ACCORD

Agreed by

The Crown, through the Minister for the Environment and the Secretary for the Environment

And

Raukawa, through the Raukawa Settlement Trust

PURPOSE

1. The purpose of this Accord is to:
 - a. reflect the commitment of the Crown and Raukawa 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 Raukawa, the Minister for the Environment (“the Minister”) and the Secretary for the Environment (“the Secretary”) will establish and maintain a positive, co-operative and enduring relationship
 - c. ensure that the Crown, through the Minister and the Secretary, recognise and provide for the exercise of mana whakahaere by Raukawa.
2. This portfolio accord is part of, and subject to the terms of, the Raukawa – Crown Overarching Accord and should be read in a manner that best furthers the overarching purpose of the co-management deed.
3. This Accord is a living document that should be updated and adapted to take account of the relationship between the parties, future developments and additional co-management opportunities.

CONTEXT

4. Over the generations Raukawa have developed tikanga or protocols that embody a profound respect for their tribal area, flora, fauna, geography and all life within it. Their tikanga recognises that if people care for their environment, the environment will continue to sustain the people for generations to come.
5. As kaitiaki within their rohe, Raukawa hold a unique and special responsibility under tikanga to preserve, protect and manage sustainably natural, physical and historical resources. The tribal aspiration is a future where cultural, social, environmental and economic objectives are balanced not only for tribal members but those people living within the tribal rohe.
6. Raukawa as mana whenua, are also farmers, foresters, geothermal developers, investors, and providers of a wide range of services to the community. In carrying out these many roles and responsibilities, Raukawa recognises that only through partnership and collaboration will the tribal aspirations be realised.

7. The Co-Management Deed is a critical relationship agreement between Raukawa and the Crown, which seeks to recognise the special relationship established through the Treaty of Waitangi. This Accord, reinforces this partnership approach, as established through the Deed, and seeks to identify opportunities specifically for collaboration between Raukawa and the Ministry for the Environment.
8. In ensuring better overall environmental outcomes within the Raukawa rohe, and specifically for the Waikato River and its catchment, Raukawa believes it is imperative that their relationship with the Ministry is enhanced and nurtured. In enabling support and mutual understanding over time, Raukawa seek to achieve mutually agreeable goals including an integrated approach to environmental management and a more sustainable future.

SCOPE

9. This Accord applies to all functions, responsibilities and actions of the Minister and the Secretary that affect the health and wellbeing of the Waikato River and its catchments, the co-management objectives, and the Vision and Strategy in relation to:
 - a. the Raukawa area of interest that falls within the Upper Waikato River
 - b. to any Raukawa area of interest agreed as a result of an amendment under clause 13.11.3 of the co-management deed
 - c. to any wider Raukawa area of interest as agreed to in the portfolio accord.
10. The parties acknowledge that this Portfolio Agreement may be reviewed as part of the Raukawa comprehensive settlement.

PRINCIPLES UNDERLYING THIS ACCORD

11. The parties recognise that to successfully implement the co-management arrangements set out in this Accord, the parties will need to work in partnership and in the spirit of collaboration.
12. Both parties also acknowledge the 'Relationship Principles' as set in the 'Overarching Raukawa-Crown Accord' and their importance to successfully achieve the purpose of this Accord.

ROLES AND FUNCTIONS

ROLE OF RAUKAWA IN RELATION TO ENVIRONMENT MATTERS

13. Ngā uri o Raukawa assert mana within ngā rohe of Raukawa and the resources within it. Mana and mana whakahaere includes associated responsibilities including kaitiakitanga, based on amongst other things the sacred relationship with Te Awa o Waikato, unbroken occupation, the continued exercise of ancestral mana and the fact that title to Te Awa o Waikato has never been ceded.
14. Raukawa has a cultural, traditional, historic and contemporary association and relationship with the land and waters, flora and fauna and all natural resources within their rohe. Raukawa accept both rights and responsibilities as tangata whenua and kaitiaki. Raukawa will continue to enhance, protect and manage these resources, whilst ensuring they are left in a better state for future generations.

ROLE OF THE MINISTER FOR THE ENVIRONMENT

15. The Minister is responsible for directing and overseeing the work of the Ministry for the Environment and has specific responsibilities in law for the: Resource Management Act 1991; Hazardous Substances and New Organisms Act 1996; Soil Conservation and Rivers Control Act 1941; Fiordland (Te Moana o Atawhenua) Marine Management Act 2005; and Waste Minimisation Act 2008.
16. The Minister for the Environment also currently has responsibility for the Environmental Risk Management Authority and is proposed to have responsibility for a new Environmental Protection Authority from 1 July 2011.
17. The role of the Minister in relation to this Accord is to:
 - a. commit to achieving the purpose of this Accord
 - b. take into account the interests of Raukawa when carrying out functions under the Resource Management Act 1991, the Environment Act 1986 and the Soil Conservation and Rivers Control Act 1941 that directly affect the Waikato River.

ROLE OF THE SECRETARY FOR THE ENVIRONMENT AND THE MINISTRY FOR THE ENVIRONMENT

18. The Secretary is the administrative head of the Ministry for the Environment and advises and assists the Minister in the performance of the Minister's functions.
19. The Ministry's mission is environmental stewardship for a prosperous New Zealand – Tiakina te taiao kia tōnui a Aotearoa. The role of the Secretary for the Environment (and therefore the Ministry) is set out in the Environment Act 1986. The Ministry also has specific functions under the:
 - Resource Management Act 1991
 - Hazardous Substances and New Organisms Act 1996
 - Ozone Layer Protection Act 1996
 - Climate Change Response Act 2002
 - Waste Minimisation Act 2008.
20. As much of the responsibility for day to day environmental management is devolved to local government, the Ministry provides guidance for their activities through national policy statements and national environmental standards (which are binding on local authorities), and also through professional development and sharing knowledge about best practice.
21. Many of the Ministry's activities involve partnerships with particular councils, iwi, business organisations or community groups to work on matters that are of national importance.
22. The role of the Secretary (and therefore the Ministry) is to
 - a. commit to achieving the purpose of this Accord
 - b. implement the deliverables agreed pursuant to this Accord.
23. The Secretary (and therefore the Ministry) will be responsible for enabling the implementation of this agreement.

STRATEGIC COLLABORATION

IMPLEMENTATION STRATEGY

24. A key aspect to the success of this Accord is The Trust and the Secretary working collaboratively together.
25. Within 6 months after the signing of this Accord, the Secretary and the Trust will meet to discuss the development of an implementation strategy and any other key matters. The implementation strategy will include (but not be limited to):
 - Provision for regular meetings between identified staff
 - Development of shared objectives and long term strategic goals
 - Any additional relationship matters
 - An agreed timeframe for the development of the implementation strategy
26. The implementation strategy will also include the following matters identified below:
 - Joint Work Projects
 - Engagement on policy development and advice
 - Engagement on the Raukawa Environmental Management Plan
 - Opportunities for capability Building and Training
 - Opportunities for secondments/internships/holiday employment
 - Information development and information sharing
 - Information Protocol (refer to paragraphs 44 to 45).

JOINT WORK PROJECTS

27. The Trust and the Secretary agree to develop joint work projects. These joint work projects will be identified as a key element of the implementation strategy to be developed and reviewed over time, as part of this Accord.
28. Matters to be considered as part of the joint work projects must be of mutual interest to the parties and within the parties' respective capabilities, resources and mandated work programmes.
29. The joint work projects will be reviewed and updated at each annual relationship meeting.

ENGAGEMENT ON POLICY DEVELOPMENT AND ADVICE

30. Providing quality policy advice to government is central to the Ministry's business. As an adviser to government on environment matters, the Ministry works to provide frank, evidence-based and independent advice on policy options and implications for a range of topics tailored to the government priorities of the day.

31. The Ministry develops and undertakes a range of consultation and engagement strategies to fit the nature and scale of the policy under development or review. Understanding Māori perspectives is vital to producing quality policy advice, and understanding Raukawa perspectives is an important part of this.
32. The Ministry will engage early with the Trust where a Ministry-led policy or programme will directly impact on the Upper Waikato River. Processes for engagement will be articulated and developed through the implementation strategy.

RAUKAWA ENVIRONMENTAL MANAGEMENT PLAN

33. The Secretary will support the development of the Raukawa Environmental Management plan through providing advice, information and/or facilitation.
34. The Secretary and the Trust will establish a process for how the Secretary will in practice be guided by the Raukawa Environmental Management Plan when considering matters that affect the Waikato River, and where agreed the wider Raukawa rohe.

CAPABILITY BUILDING AND TRAINING

35. The Secretary will provide annual training to Raukawa which will include:
 - a. introductory and refresher training on the Resource Management Act
 - b. briefings on the latest amendments to the Resource Management Act and their implications.
36. Options for offering the “Making Good Decisions” programme to Raukawa will be explored.
37. The Secretary will support key aspects of Raukawa engagement through advice, information and/or facilitation of:
 - the development of the Upper Waikato River Integrated River Management Plan
 - development of the Raukawa Objectives for the Waikato River
 - Joint Management Agreements
 - Customary Activities exemptions
 - any other matters as agreed.
38. The Trust will provide training to develop and deliver a capability programme educating MfE staff on:
 - a. the values and practices of Raukawa
 - b. the objectives of Raukawa in relation to the Waikato River
 - c. the Raukawa Environmental Management Plan.
39. Both parties will work together to raise awareness of the Accord and its implementation within both of our respective organisations.

SECONDMENTS/INTERNSHIPS/HOLIDAY EMPLOYMENT

40. The Secretary and the Trust will provide opportunities for internships and secondments between the parties and these will be discussed at the annual meeting.
41. The Secretary will inform The Trust when opportunities for university holiday employment or student research projects arise that are relevant to the Waikato River and its catchment area. Raukawa may propose candidates for these roles or opportunities.

INFORMATION DEVELOPMENT AND INFORMATION SHARING

42. The Ministry collates and analyses information and reports on environmental data at a national level. Raukawa are the repositories of tribal mātauranga (knowledge) within their rohe and also receive, collate and develop information pertaining to the tribal rohe.
43. Information interests may include but are not limited to:
 - Water quality, Water Allocation, Environmental Flows etc
 - Biodiversity
 - Integrated management
 - Waste management and minimisation
 - Energy
 - Ecology
 - Environmental economics
 - Sustainable land management
 - Climate change
 - SOE reporting
 - Local government performance reviews
 - GIS - spatial mapping
 - Forestry/Agriculture
 - Municipal Water systems/drinking water standards etc.

INFORMATION PROTOCOL

44. Within 6 months after the signing of this Accord, The Trust and the Secretary will develop an information protocol for requesting, identifying and sharing information of interest in relation to the Upper Waikato River. The protocol will recognise the Ministry's information strategy and the Raukawa tikanga pertaining to information sharing.

45. Specific information that is likely to be included in the Information Protocol are (but not limited to):
- a. ***Ministry Administered Funds***
As part of the implementation of the Information Protocol the Ministry will notify the Trust of any funds to which applications can be made which are administered by the Ministry, and provide details of the application process and deadlines. The Ministry will make best endeavours to ensure that the Trust is informed of any changes made relating to those funds.
 - b. ***Monitoring of local government***
The Ministry surveys all New Zealand councils (regional, territorial and unitary) every two years about their Resource Management Act processes. The Ministry will provide the Trust with the most recent published information from this survey as it relates to the performance of local authorities who share boundaries with the Upper Waikato River.
 - c. ***Heritage Protection Authority***
The Secretary recognises the Trusts' objective to become a Heritage Protection Authority for their area of mana whakahaere and will assist Raukawa in achieving that objective by providing advice and information on the requirements for an application to become a Heritage Protection Authority.

IMPLEMENTATION OF THIS ACCORD

ANNUAL RELATIONSHIP MEETINGS

46. Annual relationship meetings between representatives of Raukawa and the Secretary will be held to discuss:
- matters of mutual interest
 - the implementation of this Accord
 - agree joint work projects.
47. One month before each meeting, Raukawa and the Secretary will:
- a. share details of current work programmes
 - b. agree administrative arrangements for the meeting
 - c. propose any new items for the joint work projects.

ANNUAL FEEDBACK AND REPORTING

48. On an annual basis, the parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out within that financial year, describing how the long term objectives of the relationship are being achieved and planned work for the next financial year.

MEETINGS AS REQUIRED

49. Outside of the relationship meetings, relevant representatives of the parties will meet as required.

REVIEW AND AMENDMENT

50. Raukawa, the Minister and the Secretary 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.
51. The first review of this Accord will take place no later than 3 years from the Settlement Date. Thereafter the Accord will be reviewed on a three yearly basis. The review of this Accord will be agreed between all parties.
52. Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 9 of this Accord.
53. Raukawa and the Crown may only vary this Accord by agreement in writing.

ESCALATION OF MATTERS

54. If one party considers that there has been a breach of this Accord then that party may give notice to the other that they are in dispute.
55. As soon as practicable upon receipt of the notice referred to in paragraph 54, the Ministry and the Trusts representative(s) will meet to work in good faith to resolve the issue.
56. If the dispute has not been resolved within 20 working days of the process outlined in paragraph 55, the Secretary and the Chief Executive Officer of the Trust will meet to work in good faith to resolve the issue.
57. If the dispute has still not been resolved within 30 working days of the process outlined in paragraph 56, and as a matter of last resort, the Minister and the Chairman of the Trust (or nominee) will meet to work in good faith to resolve the issue.

DEFINITIONS AND INTERPRETATION

58. The provisions of this portfolio accord will be interpreted in light of its purpose and the principles referred to in paragraphs 11 and 12 of this portfolio accord.
59. In this portfolio accord
 - a. terms and expressions defined in the Overarching Raukawa Crown Accord and in the co management deed and co management legislation have the same meaning as in this portfolio accord.
 - b. **Secretary** means the Secretary of the Ministry for the Environment and includes any authorised employee of the Ministry for the Environment acting for and on behalf of the Secretary.

THIS RAUKAWA-CROWN ENVIRONMENT PORTFOLIO ACCORD is signed on 3 December 2010.

SIGNED for and on behalf of RAUKAWA by the directors of Raukawa Settlement Trust in the presence of:

Christopher McKenzie

Vanessa Eparaima

George Rangitūia

Cheryl Pakuru

John Edmonds

Gaylene Roberts

WITNESS

Name: Rumona Bagbie
Occupation: Director
Address: Rotorua

and

SIGNED by THE MINISTER FOR THE ENVIRONMENT in the presence of:

Hon Dr Nick Smith

WITNESS

Name: PHILIP HANSEN
Occupation: PRIVATE SECRETARY - ENVIRONMENT
Address: OFFICE OF HON DR NICK SMITH, PARLIAMENT BUILDINGS, WELLINGTON

SIGNED by THE SECRETARY FOR THE ENVIRONMENT in the presence of:

Dr Paul Reynolds

WITNESS

Name: Jane Carpenter
Occupation: Public servant
Address: 67 Victory Ave Karani

CONSERVATION PORTFOLIO ACCORD

Agreed by

The Crown, through the Minister of Conservation and the Director-General of Conservation

And

Raukawa, through the Raukawa Settlement Trust

1. PURPOSE OF THE ACCORD

- 1.1 This Accord sets out how the Department of Conservation (the “Department”) and the Raukawa Settlement Trust (“the Trust”) will work together in fulfilling conservation objectives across the Raukawa rohe. It is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Raukawa and the Department of Conservation.
- 1.2 This Accord forms part of the Raukawa – Crown Overarching Accord, signed on 3 December 2010. The terms of the Raukawa – Crown Overarching Accord apply to this Accord and should be read as part of this Accord.

2 ROLES AND RESPONSIBILITIES

JOINT OBJECTIVES

- 2.1 Raukawa, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the Waikato River and its catchments for present and future generations.
- 2.2 The Raukawa rohe is spread across several of the Department’s Conservancies and Areas. The parties share an ambition of creating a coherent and effective conservation relationship spanning these geographical areas.

RAUKAWA

- 2.3 Raukawa, as represented by the Trust, has a cultural, traditional and historic association with the land and waters, and indigenous flora and fauna within their rohe, and have a responsibility as tangata whenua and as kaitiaki under tikanga Māori to preserve, protect, and manage natural, physical and historic resources.

MINISTER, DIRECTOR-GENERAL AND DEPARTMENT OF CONSERVATION

- 2.4 The Department administers 24 Acts and has functions under a number of other Acts. Its functions include managing “for conservation purposes, all land, and all other natural and historic resources” under the Conservation Legislation. This must be interpreted and administered so as to give effect to the principles of the Treaty of

Waitangi, to the extent that those principles are consistent with the Conservation Legislation.

3 CO-MANAGEMENT DEED

- 3.1 On 17 December 2009, Raukawa and the Crown signed a Deed in relation to a co-management framework for the Waikato River ("the Deed"). Several components of the Deed affect the ongoing conservation relationship between Raukawa and the Crown, including:
- a) The parties' commitment to enter into a new era of co-management, which includes: a collaborative approach that reflects partnership; the highest level of good faith engagement; and consensus decision-making as a general rule; while having regard to statutory frameworks and the mana whakahaere of Waikato River iwi;
 - b) Statutory recognition of the Vision and Strategy for the Waikato River;
 - c) The Upper Waikato River integrated management plan;
 - d) Having particular regard to the Raukawa Environmental Plan;
 - e) The power to make regulations for the management of aquatic life, habitats, and natural resources managed under the Conservation Legislation; and
 - f) The ability for Raukawa to issue their objectives for the Waikato River.
- 3.2 The Trust will update the Department on a periodic basis about activities affecting conservation that arise from the Waikato River Authority.

4 STRATEGIC COLLABORATION

- 4.1 As soon as is practicable after the signing of this Accord the parties will meet to agree long-term strategic objectives for their partnership ("the strategic objectives for the partnership").
- 4.2 Thereafter, the Trust will meet with senior staff of the Department (including Conservators, Area Managers and Pou Kura Taiao) within the Raukawa rohe at least once a year. At these meetings, the parties will determine whether meetings involving other senior managers of the Department and the Trust are required on particular issues.
- 4.3 The Trust and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Trust's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with Area Managers. The parties will meet at an early stage in their annual business planning processes to discuss timeframes for the development of annual work programmes, and to identify potential projects to be undertaken together or separately which are consistent with the strategic objectives for the partnership.
- 4.4 If a specific project is undertaken, the Department and the Trust will determine the nature of their collaboration on that project which may include finalising a work plan

for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.

- 4.5 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
- a) Progress towards achieving the Vision and Strategy for the Waikato River;
 - b) Any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Waikato River catchment; and
 - c) Potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party).
- 4.6 Each year, the parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for the partnership.

PLANNING DOCUMENTS

- 4.7 The Department and the Trust will meet to identify and seek to address issues affecting Raukawa at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any statutory planning document within the Raukawa rohe. As part of engagement on a statutory planning document that affects the Waikato River and its catchment, the parties will seek to work towards a common view of how to implement the Vision and Strategy for the Waikato River in that document.
- 4.8 The Trust and the Department will work collaboratively, along with other River iwi and management agencies, on the development of the Upper Waikato River integrated management plan, particularly the conservation component of the plan. This will include meeting as soon as reasonably practicable after the Effective Date to discuss the context of the plan (including how the plan will recognise mana whakahaere) and the process for developing the conservation component of the plan.
- 4.9 There will be an opportunity for the Department to provide input, subject to available resources, in the development of the Raukawa Environmental Plan.

5 FRESHWATER FISHERIES

- 5.1 Raukawa and the Department share aspirations for conservation of freshwater fisheries within the Raukawa rohe. Freshwater fisheries will be a key focus in the strategic objectives for the partnership.
- 5.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on fisheries and habitats that are located on public conservation land, species under recovery

plans, and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.

- 5.3 As kaitiaki and mana whenua, Raukawa highly prized their freshwater fisheries within their rohe. They long to see the restoration of freshwater fisheries, both as a source of mahinga kai and to help restore the mauri of the Waikato River and its tributaries.
- 5.4 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing these aims in the strategic objectives for the partnership and the Raukawa Environmental Plan will ensure that actions towards these are integrated into the annual business planning process. These actions may include: areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats (including marginal strips); and the development or implementation of research and monitoring programmes.
- 5.5 The Trust has identified that transfer of freshwater fish, including under section 26ZM of the Conservation Act, is a key part of restoring and protecting the health and wellbeing of the Waikato River. This will be taken into account in the strategic objectives for the partnership.

6 STATUTORY AUTHORISATIONS

- 6.1 The strategic objectives for the partnership will guide the parties to determine appropriate engagement on statutory authorisations within the Raukawa rohe.
- 6.2 As part of these strategic objectives, Raukawa and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and/or historic values of Raukawa. These categories will be reviewed as agreed. The Department will advise and encourage all prospective applicants within the Raukawa rohe to consult with the Trust before filing their application. The Department will also consult the Trust at an early stage on such categories of authorisations or renewal of authorisations within the Raukawa rohe.
- 6.3 For the types of statutory authorisations that Raukawa and the Department agree have potential significance to affect the health and wellbeing of the Waikato River, relate to the Raukawa Environmental Plan and relate to conservation purposes, the Department and Raukawa will attempt to reach consensus in a timely manner on an appropriate response to the application, before the decision is made under the relevant legislation.
- 6.4 As the Department works within time limits to process concession applications, it will notify the Trust (as part of the meetings referred to in paragraph 4.2) of the time frames for providing advice. The Department and the Trust will also discuss an interim process for responses to statutory authorisations referred to in paragraph 6.3 before the Raukawa Environmental Plan is established.
- 6.5 It is expected that the strategic objectives for the partnership will guide the parties to determine potential opportunities for Raukawa to obtain statutory authorisations

on public conservation land within the Raukawa rohe, including concessions for cultural tours.

7 STATUTORY LAND MANAGEMENT

- 7.1 The strategic objectives for the partnership will guide the parties' engagement on statutory land management activities within the Raukawa rohe. The Trust has an ongoing interest in the range of statutory land management activities that are occurring within the Raukawa rohe.
- 7.2 From time to time, the Department and Raukawa will identify the categories of statutory land management activities that have potential to affect Raukawa sites of significance, and where consultation is appropriate. This includes when: the Minister is considering vestings or management appointments for reserves held under the Reserves Act 1977; other management arrangements with third parties; changing reserve classifications; or disposing of reserves.
- 7.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Raukawa site of significance, the Department will discuss whether the Trust wishes to be given such a vesting or appointment subject to agreed conditions (if any).

8 CULTURAL MATERIALS

- 8.1 The Department will facilitate, in accordance with legislative requirements, Raukawa access to cultural materials and will consider potential impacts on Raukawa where cultural materials are requested by other persons.
- 8.2 Raukawa will develop a Cultural Materials Plan regarding the access, restoration, enhancement and use of taonga cultural materials. Raukawa will work collaboratively with the Department on this, subject to the Department's available resources. Discussions on the plan may include:
- a) Identification of cultural materials, their current state, and desired conservation outcomes within the Raukawa rohe;
 - b) Streamlined authorisations process for iwi members to gather cultural materials (within existing legislation). This may include multi-site and multi-take permits to the Trust, which may in turn enable the Trust to authorise its own members to take and use flora materials within the Raukawa rohe for cultural purposes in accordance with the permit issued to the Trust;
 - c) Processes for consultation when there are requests from other persons or entities to take cultural materials;
 - d) Opportunities to plant and harvest cultural materials on public conservation land;
 - e) Waiver or reduction of recovery of authorisation costs for cultural materials applications; and
 - f) Opportunities for the Department and Raukawa to work collaboratively on cultural materials enhancement within the Raukawa rohe (including knowledge transfer, education, wānanga, and preservation techniques).

9 SITES OF SIGNIFICANCE

- 9.1 Both parties recognise that there are wāhi tapu and sites of significance to Raukawa on lands managed under Conservation Legislation.
- 9.2 Raukawa and the Department share aspirations for protecting wāhi tapu, sites of significance and other historic places. The parties will work together to conserve, as far as practicable, sites of significance in areas managed under Conservation Legislation within the Raukawa rohe. This will be done according to Raukawa tikanga and professional standards for conservation of historic places.
- 9.3 The parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to Raukawa sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places, unless otherwise agreed by the Trust.
- 9.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are to be named in the Raukawa rohe.

10 SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)

- 10.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Raukawa rohe. These aspirations will be reflected in the strategic objectives for the partnership.
- 10.2 The Trust longs to see the restoration of traditional species within their rohe, including those species that are critical to restoring the mauri of the Waikato River and its catchments.
- 10.3 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 10.4 As part of annual discussions the Department will update the Trust of any national sites and species programmes operating in the Raukawa rohe and will discuss with Raukawa how they wish to be involved in these programmes, particularly where they will progress the strategic objectives for the partnership. The Department and the Trust will also discuss opportunities and processes for collaboration with one another on other field projects of mutual interest.
- 10.5 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 10.6 It is envisaged that the strategic objectives for the partnership will determine the strategic outcomes sought from pest control programmes within the Raukawa rohe,

including: monitoring and assessment of programmes; the use of poisons; and co-ordination of pest control where Raukawa is the adjoining landowner. Through the annual business planning process, the parties will create actions to progress these strategic objectives.

11 REGULATIONS

- 11.1 Within five years of the Effective Date, the parties will meet to discuss the potential scope and benefit of regulations for the management of aquatic life, habitats, and natural resources managed under the Conservation Legislation consistent with the overarching purpose of the Raukawa co-management legislation.

12 VISITOR AND PUBLIC INFORMATION

- 12.1 Raukawa and the Department wish to share knowledge about natural and historic heritage within the Raukawa rohe with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 12.2 The parties will encourage respect for and awareness of conservation in, and the Raukawa relationship with, the Raukawa rohe, including by:
- a) Raising public awareness of positive conservation partnerships developed between the parties;
 - b) Engaging with each other in the development of visitor and public information published by either party that relates to Raukawa values in land and resources managed under Conservation Legislation, particularly where that information relates to the Waikato River and its catchment or Raukawa sites of significance; and
 - c) The Department obtaining the consent of the Trust for disclosure of information received from the Trust relating to Raukawa values.

13 CONSERVATION ADVOCACY

- 13.1 From time to time, Raukawa and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act.
- 13.2 The Trust and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

14 CROSS-ORGANISATIONAL OPPORTUNITIES

- 14.1 As part of the annual business planning process, the parties will discuss:
- a) Opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist Raukawa to exercise their role under the Deed and as kaitiaki);
 - b) Opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Raukawa rohe. Options may include wānanga, education, training, development and secondments;
 - c) Opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including cadetships; and
 - d) Staff changes and key contacts in each organisation.
- 14.2 Where appropriate, the Department will consider using Raukawa individuals or entities as providers of professional services (such as oral history and interpretation projects). In doing so, the Department recognises the affect that this may have on mana whakahaere of Raukawa. Normal conflict of interests processes will be implemented to avoid a perceived or actual conflict of interest.

15 DISPUTE RESOLUTION

- 15.1 If a dispute arises in connection with this Accord, every effort will be made in good faith to resolve matters at a local level. This may require the Department's relevant Area Manager to meet with a representative of the Trust within a reasonable timeframe to endeavour to find a resolution to the matter.
- 15.2 If this process is not successful, the matter may be escalated to a meeting of the relevant Departmental Conservator and a nominated representative of the Trust who will meet within a reasonable timeframe.
- 15.3 If a negotiated outcome cannot be reached from this process, the parties may agree for the issue to be escalated to a meeting between the Director-General (or nominee) and the Chief Executive of the Trust.
- 15.4 If the Department and the Trust agree that the matter is of such significance that it requires the attention of the chair of the Trust and the Minister, then this matter will be escalated to a meeting of the chair of the Trust and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

16 REVIEW AND AMENDMENT

- 16.1 The parties agree that this Accord is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Accord will take place no later than three years after the date this Accord is signed, and if requested by either party will be reviewed every three years thereafter.

16.2 The parties may only vary this Accord by agreement in writing.

17 DEFINITIONS

17.1 In this document:

Conservation component of the Upper Waikato River integrated management plan has the same meaning as in the Raukawa co-management legislation;

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

Crown has the meaning given to it in section 2(1) of the Public Finance Act 1989;

Cultural materials means plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Raukawa rohe and which are important to Raukawa in maintaining and expressing their cultural values and practices;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Effective Date has the same meaning as in the Raukawa co-management legislation;

Kaitiaki means guardian in accordance with tikanga Māori;

Raukawa has the meaning set out in the Raukawa co-management legislation;

Raukawa co-management legislation means the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010;

Raukawa rohe means the area that may be agreed between the parties as part of the strategic objectives for the partnership;

Raukawa Settlement Trust has the meaning set out in the Raukawa -Crown Overarching Accord;

Statutory Authorisations means an authorisation granted under the Conservation Legislation including a Concession granted under Part 3B of the Conservation Act 1987;

Statutory Planning document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987;

Tikanga Māori refers to Māori traditional customs.

THIS CONSERVATION PORTFOLIO ACCORD is signed on 3 December 2010.

SIGNED for and on behalf of **RAUKAWA**
by the directors of Raukawa Settlement
Trust in the presence of:



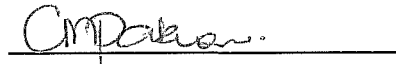
Christopher McKenzie




Vanessa Eparaima



George Rangitua



Cheryl Pakuru




John Edmonds



Gaylene Roberts

WITNESS


Name: Ritama Begbie
Occupation: Director
Address: Ritama


and

SIGNED by **THE MINISTER OF**
CONSERVATION in the presence of:

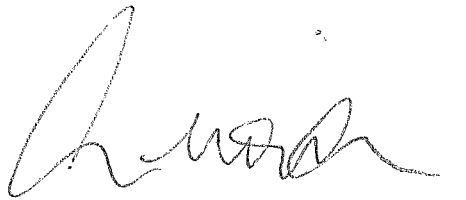


Hon Kate Wilkinson

WITNESS



Name: Gavin Rodley
Occupation: Private Secretary
Address: Wellington

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



Alastair Morrison

WITNESS


Name: Malcolm McKee
Occupation: Public Servant
Address: 205 Barnard street
Wadestown
Wellington

FISHERIES PORTFOLIO ACCORD

Agreed between

The Crown, through the Minister of Fisheries and Aquaculture and the Chief Executive of the Ministry of Fisheries

and

Raukawa, through the Raukawa Settlement Trust

1 INTRODUCTION

- 1.1 On 17 December 2009 the Crown and Raukawa signed a Deed in relation to a co-management framework for the Upper Waikato River (the "Deed"). The Deed provides for the development of an Overarching Accord between the Crown and Raukawa (the Raukawa-Crown Overarching Accord). The Raukawa-Crown Overarching Accord provides for a portfolio accord to be entered into between the Minister of Fisheries and Aquaculture (the "Minister"), the Chief Executive of the Ministry of Fisheries (the "Chief Executive") and the Raukawa Settlement Trust (the "Trust").
- 1.2 This portfolio accord sets out how the Ministry of Fisheries (the "Ministry") will interact with the Trust in relation to:
- a) the fisheries related agreements contained in the Deed in respect to the Upper Waikato River as defined in clause 17.1 of the Deed; and
 - b) certain matters in respect to the Raukawa Area of Interest ("Area of Interest").
- 1.3 For the purposes of this portfolio accord, the Trust is the body as defined in the Raukawa-Crown Overarching Accord representative of Raukawa who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Area of Interest. Raukawa have a responsibility in relation to the preservation, protection and management of their customary non-commercial fisheries in the Area of Interest. The role of kaitiaki is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 This portfolio accord should be read in conjunction with the Raukawa-Crown Overarching Accord.

2 JOINT OBJECTIVES

- 2.1 Raukawa, the Minister and the Ministry are committed to:
- a) entering into a new era of co-management over the Upper Waikato River, with the underlying purpose of restoring and protecting the health and wellbeing of the Upper Waikato River for present and future generations; and
 - b) successfully implementing the co-management arrangements proposed within this portfolio accord, by working in partnership and in the spirit of collaboration.

3 MINISTRY ROLE AND OBJECTIVES

- 3.1 The Minister and the Chief Executive have certain functions, powers and duties in terms of the Fisheries Legislation. The obligations of the Ministry in respect of fisheries are to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.

4 RAUKAWA ROLE AND OBJECTIVES

- 4.1 As relevant to fisheries matters:

Objectives

- 4.2 Raukawa will define their specific objectives in relation to fisheries matters in the environmental management plan set out in clause 8 of this portfolio accord. However, at the outset Raukawa note that their overarching objective is to protect, restore and provide sustainable management of the unique fisheries resources within their rohe.

Role

- 4.3 Ngā uri o Raukawa assert mana within ngā rohe o Raukawa and the resources within it. Mana, and mana whakahaere includes associated responsibilities including kaitiakitanga, based on amongst other things, the sacred relationship with Te Awa o Waikato (as defined in the Raukawa Statement of Significance in Appendix A), unbroken occupation, the continued exercise of ancestral mana and the fact that title to Te Awa o Waikato has never been ceded to the Crown.

5 UPPER WAIKATO RIVER INTEGRATED MANAGEMENT PLAN

- 5.1 Clause 7.5.1 of the Deed provides for an Upper Waikato River integrated management plan to be prepared and approved for the Upper Waikato River within 3 years of the effective date.
- 5.2 The purpose of the Upper Waikato River integrated management plan is to achieve an integrated approach between Raukawa, the Te Arawa River iwi, and Ngāti Tūwharetoa (if Ngāti Tūwharetoa choose to participate in this plan), relevant Crown agencies and relevant local authorities in relation to the management of aquatic life habitats and natural resources within the Upper Waikato River. The Upper Waikato River integrated management plan will be consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations.
- 5.3 The Upper Waikato River integrated management plan will include a component on issues related to fisheries management under the Fisheries Act 1996.
- 5.4 Clause 7.5.5 of the Deed provides for the Upper Waikato River integrated management plan to be approved as one whole plan, with the fisheries component being jointly approved by Raukawa and the Te Arawa River iwi, and the Minister.

6 FISHERIES REGULATIONS

- 6.1 Clause 7.7 of the Deed provides for fisheries regulations to be made for the Upper Waikato River in relation to the management of fisheries subject to the Fisheries Act 1996. The fisheries regulations must be made within 2 years of the effective date, and will include a:
- a) provision for Raukawa to manage customary fishing on the Upper Waikato River through the issuing of customary fishing authorisations;
 - b) provision for Raukawa to recommend to the Minister the making of bylaws restricting or prohibiting fishing on the Upper Waikato River; and
 - c) provision that the Minister will make bylaws recommended by Raukawa under clause 6.1(b) of this portfolio accord, unless the Minister considers that an undue adverse effect on fishing would result if the proposed bylaws were made.
- 6.2 The fisheries regulations will be made under section 186 of the Fisheries Act 1996 and will prevail over commercial, amateur, and customary fisheries regulations. The Ministry and the Trust will work together to develop draft fisheries regulations which will include (but not necessarily be limited to) those matters listed in Appendix B of this portfolio accord.
- 6.3 The Ministry undertakes to make available to the Trust with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of their customary fisheries. This information and assistance may include but is not limited to:
- a) discussions with the Ministry on the implementation of regulations which relate to, or impact on the Upper Waikato River;
 - b) making available information and assistance that may be required to seek the appropriate authorisations to hold and transfer fisheries resources subject to the Fisheries Act 1996 for the purposes of Raukawa undertaking pā tuna and pātaka customary activities;
 - c) making available information and assistance that may be required to establish management plans and recommend bylaws to the Minister for the management of fisheries in the Upper Waikato River;
 - d) making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management which relate to or impact on the Upper Waikato River; and
 - e) consultation with Raukawa on requirements to ensure compliance with regulations and bylaws for the management of fisheries in the Upper Waikato River.
- 6.4 To assist Raukawa in the development and administration of the Upper Waikato River fisheries regulations, the Ministry will, within the resources available, provide:
- a) resources to assist Raukawa to carry out their role in the development of the Upper Waikato River fisheries regulations and bylaws; and

- b) training to persons who have authority to administer and implement the Upper Waikato River fisheries regulations and any relevant bylaws.

7 WORK PLANNING

- 7.1 Consistent with clause 3 of the Raukawa-Crown Overarching Accord, the Ministry will arrange for the Trust to meet Ministry staff from the Ministry's business groups relevant to any work plans relating to the Area of Interest.
- 7.2 When developing and reviewing the fisheries components of the Raukawa Environmental Management Plan and the Upper Waikato River Integrated Management Plan, the Ministry and the Trust will seek to agree on the development of work plans for services. This will include providing the Trust with opportunities to submit proposals for the provision of services, where it considers those proposals are necessary to successfully managing fisheries resources of the Upper Waikato River.
- 7.3 The Trust in particular wishes to engage in joint projects with the Ministry, within the resources available to the Ministry, which may include but are not limited to:
 - a) research;
 - b) the education of Ministry and Raukawa staff;
 - c) eel protection and transfers; and
 - d) information sharing (including survey results).

8 ENVIRONMENTAL MANAGEMENT PLAN

- 8.1 Clause 7.6.1 of the Deed provides that the Trust may prepare and serve a Raukawa environmental management plan. The Ministry and the Trust agree that the iwi fisheries plan referred to in clause 9 will be a component of the environmental management plan for the purposes of Raukawa input and participation into the Ministry's fisheries management planning processes.

9 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S FISHERIES PLANS: THE RAUKAWA IWI FISHERIES PLAN

- 9.1 Raukawa are entitled to input and participation in the Ministry's national fisheries plans, where these are being developed that relate to the Area of Interest. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) required to meet these goals and outcomes.
- 9.2 The Trust will develop an iwi fisheries plan that relates to the Area of Interest. The Ministry will assist the Trust, within the resources available to the Ministry, to develop the Raukawa iwi fisheries plan.
- 9.3 The Ministry will provide opportunities for Raukawa to have input and participate in Iwi Fisheries Forums relating to their Area of Interest, where the Ministry will engage with iwi on fisheries management activities. The Raukawa iwi fisheries plan will guide the Raukawa input into those forums.

- 9.4 The Minister will have particular regard to the Raukawa iwi fisheries plan when making sustainability measures that relate to the Area of Interest. Additionally, any persons exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 in relation to the Upper Waikato River will recognise and provide for the Raukawa iwi fisheries plan to the extent that its contents relates to those powers, functions and duties.
- 9.5 The Ministry and the Raukawa Trust agree that the Raukawa iwi fisheries plan will include:
- a) the objectives of the Raukawa for the management of their customary, commercial, recreational and environmental interests;
 - b) the Raukawa view on what constitutes the exercise of kaitiakitanga within the Area of Interest;
 - c) how the Trust will participate in fisheries planning and management;
 - d) how the customary, commercial and recreational fishing interests of Raukawa will be managed in an integrated way.
- 9.6 The Ministry and the Trust agree to meet, as soon as reasonably practicable, to discuss:
- a) the content of the iwi fisheries plan, including how the plan will reflect and protect the mana, mana whakahaere and kaitiakitanga of Raukawa; and
 - b) ways in which the Ministry will work with the Trust to develop and review the Raukawa iwi fisheries plan.

10 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PORTFOLIO ACCORD

- 10.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this portfolio accord, the Ministry shall:
- a) notify the Trust of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
 - b) make available to the Trust the information provided to iwi as part of the consultation process referred to in this clause; and
 - c) report back to the Trust on the outcome of any such consultation, either in writing or in person.

11 CONTRACTING FOR SERVICES

- 11.1 The Ministry will consult with the Trust in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Area of Interest, if the Ministry is proposing to enter into such a contract.
- 11.2 The Ministry and the Trust recognise that the Ministry may also be required to consult with other iwi and hapu.

11.3 Consultation may be achieved by one or more of the following:

- a) the Ministry may notify the Trust of a contract for the fisheries services;
- b) the Ministry may notify the Trust of an invitation to tender for fisheries services; and
- c) the Ministry may direct a successful contractor to engage with the Trust as appropriate, in undertaking the relevant fisheries services.

11.4 If the Trust is contracted for fisheries services, then clause 11.3(c) of this portfolio accord will not apply in relation to those fisheries services.

12 SPECIAL PERMITS

12.1 The Ministry will provide for early and effective engagement with the Trust on special permit applications that directly affect the Upper Waikato River.

13 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

13.1 The Ministry will consult with the Trust on certain aspects of the employment of Ministry staff if a vacancy directly affects the customary fisheries interests of Raukawa in relation to the Area of Interest.

13.2 The Ministry and the Trust recognise that the Ministry may also be required to consult with other iwi and hapū.

13.3 Consultation may be achieved by one or more of the following:

- a) consultation on the job description and work programme;
- b) direct notification of the vacancy;
- c) consultation on the locations of the position; and
- d) input into the selection of the interview panel.

14 REVIEW AND AMENDMENT

14.1 The Minister, Chief Executive and the Trust agree that this portfolio accord is a living document which may be updated and adapted to take account of any future developments.

14.2 If requested by either party, the first review of this portfolio accord will take place no later than 3 years after the signing date of this portfolio accord, and if requested by either party will be reviewed every three years thereafter.

14.3 The parties may only vary this portfolio accord by agreement in writing.

14.4 Where the Ministry and the Trust cannot reach agreement on any issue relating to the matters specified in this portfolio accord, they will use the dispute resolution process contained in clause 15.

15 ESCALATION OF MATTERS

- 15.1 If either the Ministry or the Trust considers there has been a problem with the implementation of this portfolio accord, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this portfolio accord:
- a) within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Trust will meet to work in good faith to resolve the issue;
 - b) if the dispute has not been resolved within 30 working days of the process outlined in clause 15.1(a), the Chief Executive will meet with the Chief Executive Officer of the Trust to work in good faith to resolve the issue; and
 - c) if the dispute has not been resolved within 45 working days despite the processes outlined in clauses 15.1(a) and 15.1(b) having been followed, the Ministry and the Trust may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.
- 15.2 If the Ministry and the Trust agree that an issue is of such significance and has not been resolved despite the process provided for in clauses 15.1(a)-(c), then the issue will be elevated to the Minister and the Chief Executive Officer of the Trust (or their nominees). The parties acknowledge this measure will be a means of last resort.

16 IMPLEMENTATION OF THIS PORTFOLIO ACCORD

- 16.1 To ensure that this portfolio accord is operating effectively and efficiently, the Chief Executive will meet with the Chief Executive Officer of the Trust within 12 months following the signing of this portfolio accord, to agree on a strategy to implement the portfolio accord. The strategy may address:
- a) any matters in this portfolio accord;
 - b) reporting processes to be put in place, which may include an annual report and meeting between staff from the Ministry and the Trust;
 - c) review of the implementation of this portfolio accord; and
 - d) any other matters the Ministry and the Trust may agree are appropriate to be addressed.
- 16.2 In addition, to monitoring the ongoing implementation of this portfolio accord, the Ministry will establish and maintain effective consultation processes and communication networks with the Trust.

17 DEFINITIONS

17.1 In this portfolio accord:

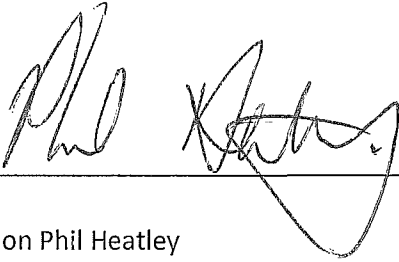
Crown means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed to participate in, any aspect of the redress under the Deed;

effective date means the date which is 20 business days after the date the Deed becomes unconditional;

Fisheries Legislation means the *Fisheries Act 1983*, the *Fisheries Act 1996*, the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992*, the *Maori Commercial Aquaculture Claims Settlement Act 2004*, and the *Maori Fisheries Act 2004*, and any regulations made under these Acts;

utilisation has the same meaning as defined in section 8(2) of the Fisheries Act 1996.

SIGNED by
the Minister of Fisheries and Aquaculture



Hon Phil Heatley

SIGNED by
the Acting Chief Executive of the Ministry of
Fisheries



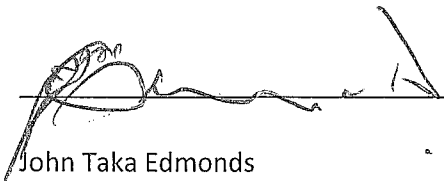
Andrew Coleman

SIGNED for and on behalf of the Raukawa
Settlement Trust and for and on behalf of
Raukawa:


Chris McKenzie



Vanessa Eparaima




John Taka Edmonds



Cheryl Pakuru

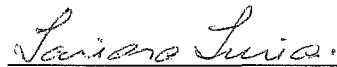


George Whakatoai Rangitutia

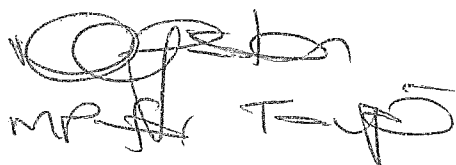


Gaylene Roberts

WITNESS



Name:



Appendix A:
Raukawa Statement of Significance

Raukawa has a unique and ancient relationship with the Waikato Awa. The Waikato Awa and its tributaries are metaphorically speaking the veins carrying the lifeblood of Papatūānuku. If events or activities affect the awa, they in turn affect Papatūānuku. The Waikato Awa carries the life force for the Raukawa people, and therefore, that which affects the River, affects the people.

The Waikato Awa holds 'mana' in its own right (spiritual authority and power, or a right to exist in a pristine state for intrinsic reasons) and its life essence or life force is the 'mauri' of the Awa.

For over 600 years Raukawa have held that the mauri of the Waikato Awa and the mauri of Raukawa are inextricably linked. As tangata whenua within the region which the River flows, our relationship that exists with the Awa is paramount. It includes the enhancement of our respective tribal mana. However, this also gives rise to the responsibilities to protect the Awa, its mana and mauri. These responsibilities are woven within our customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga. The purpose of mana whakahaere is simply 'to ensure the wellbeing of the Awa'.

The Waikato Awa is a taonga to Raukawa. It is a whole and indivisible entity that flows from Ruapehu to Te Pūaha o Waikato (the mouth) and includes its waters, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.

Raukawa continue to exercise our mana, along with customary rights and exert the rights and responsibilities of kaitiakitanga in relation to the Waikato Awa within our rohe. In accordance with the principles of ahi kā roa; marae, hapū and whānau still reside next to and live every day with the Waikato Awa. The Awa has provided a source of spiritual, cultural, social, and physical sustenance for our people, and in turn our role as kaitiaki embraces respect and an inter-generational responsibility.

Appendix B:

Upper Waikato River Regulation Headings

Upper Waikato River Fisheries Regulations to be made under section 186 of the Fisheries Act 1996 will include the following provisions but not be limited to:

- a) Authority of the Trustees of the Trust to appoint a Fisheries Management Committee of the Trust;
- b) Duties and functions of the Fisheries Management Committee of the Trust;
- c) Duties and functions of Kaitiaki;
- d) Recognition of members of the Fisheries Management Committee of the Trust as Kaitiaki;
- e) Authority of the Fisheries Management Committee of the Trust to appoint additional Kaitiaki, and revoke appointments;
- f) Authority for Minister of Fisheries to confirm, via gazette, appointment of the Fisheries Management Committee of the Trust as Kaitiaki and confirmation of additional Kaitiaki;
- g) Requirement that any person exercising powers and authority under the regulations act consistently with the relevant plan;
- h) Authority for the Fisheries Management Committee of the Trust to issue written authorisations to take/transfer/hold/store/distribute fisheries resources managed under the Fisheries Act 1996 for customary purposes (pā tuna and pātaka) from the Upper Waikato River;
- i) Authority for additional Kaitiaki to issue written authorisations to take/hold/distribute fisheries resources managed under the Fisheries Act 1996 for customary purposes from the Upper Waikato River;
- j) Authority for the Fisheries Management Committee of the Trust to consult and propose/make bylaws in the Upper Waikato River;
- k) Authority for the Minister of Fisheries to consider proposed bylaws, apply an Undue Adverse Effect test on proposed bylaws;
- l) Requirement for the Minister of Fisheries to recognise and provide for the Raukawa Environmental Plan when exercising any powers, duties and functions under sections 12-14 of the Fisheries Act 1996;
- m) Record keeping, document management and reporting requirements for written authorisations and bylaws;
- n) Offences and defences;
- o) Relationship of the regulations to other commercial, amateur and customary regulations that relate to the Upper Waikato River;
- p) Any other matters that the Trust and the Minister of Fisheries consider relevant to the making of regulations under section 186 of the Fisheries Act 1996.