

**TE ARAWA RIVER IWI**

and

**THE SOVEREIGN in right of New Zealand**

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**TE ARAWA RIVER IWI-CROWN  
ACCORD**

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**3 December 2010**

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## CONTEXT

On 9 March 2010, Te Arawa River Iwi 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. That purpose is 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 protections 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 also 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 Te Arawa River Iwi-Crown Accord (including its schedules), gives effect to that commitment.

Te Arawa River Iwi have many rich associations with the Waikato River. The River is a defining feature of their rohe, important kainga and marae lie alongside the River to this day, and many sites within, and alongside, the River are important to them. This Accord acknowledges that Te Arawa River Iwi have long held cultural practices and associations with the environment within their rohe.

The Crown seeks to recognise and sustain the special relationship that Te Arawa River Iwi 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, Te Arawa River Iwi to assist the restoration of their mana whakahaere.

## **STATEMENT OF SIGNIFICANCE OF THE WAIKATO RIVER TO TE ARAWA RIVER IWI**

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

*The Waikato River flows from its source on the south side of Ruapehu to Te Puaha o Waikato (the mouth) and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, fisheries, vegetation, flood plains, wetlands, islands, springs, geothermal springs, water column, airspace, substratum and mauri.*

*The Waikato River and its catchment is a resource of great cultural, historical, traditional and spiritual significance to the people of Ngati Tahu - Ngati Whaoa, Ngati Kearoa Ngati Tuara and Tuhourangi Ngati Wahiao.*

*Our relationship with the Waikato River and its tributaries, and our respect for it, gives rise to our responsibilities to protect the River and all it encompasses, and to exercise our mana whakahaere in accordance with long established tikanga to ensure the wellbeing of the River.*

*We 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.*

## **TERMS**

### **PURPOSE**

1. The purpose of the Te Arawa River Iwi-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 Te Arawa River Iwi co-management legislation;
  - c. recognise, provide for and sustain the special relationship, which is recognised through the statement of significance, that Te Arawa River Iwi have with the Waikato River respectively;
  - 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 of the matters agreed in the portfolio accords between Te Arawa River Iwi and Ministers and relevant chief executives of government departments, and will apply:
  - a. to the Te Arawa River Iwi 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); and
  - b. in respect of a particular portfolio accord, to any Te Arawa River Iwi area of interest 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 Te Arawa River Iwi 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 Te Arawa River Iwi 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 Te Arawa River Iwi 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 Te Arawa River Iwi, 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. acknowledgement 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 Te Arawa River Iwi 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 Te Arawa River Iwi and relevant Ministers and chief executives as set out in clause 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 Te Arawa River Iwi and relevant Ministers and chief executives:

- a. **Conservation Accord:** signed by the Minister of Conservation (and the Director-General of Conservation) and the Chair and Trustees of the Te Arawa River Iwi 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 Chair and Trustees of the Te Arawa River Iwi Trust (Schedule 2);
- c. **Environment Accord:** signed by the Minister for the Environment (and the Secretary for the Environment) and the Chair and Trustees of the Te Arawa River Iwi Trust (Schedule 3); and
- d. **Taonga Tūturu Accord:** signed by the Minister for Arts, Culture and Heritage and the Chair and Trustees of the Te Arawa River Iwi 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 Chair and Trustees of the Te Arawa River Iwi 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 Te Arawa River Iwi 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 Te Arawa River Iwi 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 8.16 of the co-management deed.
18. The purpose of the forum is to:
- a. develop and enhance active, functional and effective relationships between the Te Arawa River Iwi 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 Te Arawa River Iwi, to discuss relevant matters, and to plan for effective and meaningful outcomes under the co-management deed; and
  - 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; and
  - 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 Te Arawa River Iwi 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 Te Arawa River Iwi 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, hapu, marae, whanau 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 Te Arawa River Iwi 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**

**Te Arawa River Iwi:** means the relevant Affiliate Te Arawa Iwi/Hapu under the TPT settlement deed, being Ngati Tahu-Ngati Whāoa, Ngati Kearoa Ngati Tuara and Tuhourangi Ngati Wāhiao, as those terms are defined in the TPT settlement deed.

**Te Arawa River Iwi Trustees:** means the trustees of the Te Arawa River Iwi Trust and includes the trustees appointed from time to time under the deed of trust establishing the Te Arawa River Iwi Trust in their capacity as trustees.

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

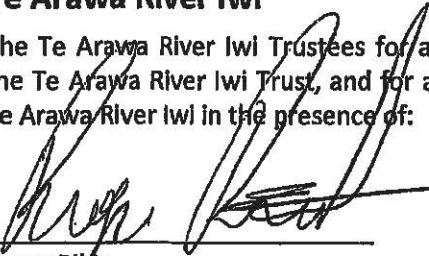
**TPT settlement deed:** means the Deed of Settlement of the Historical Claims of the Affiliate Te Arawa Iwi/Hapu signed on 11 June 2008.

**TE ARAWA RIVER IWI-CROWN ACCORD**

**THIS ACCORD is signed on 3 December 2010, between:**

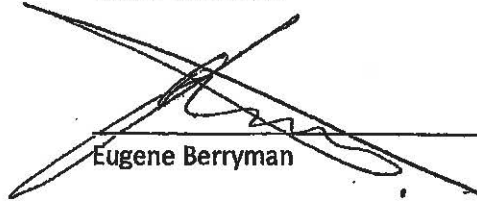
**Te Arawa River Iwi**

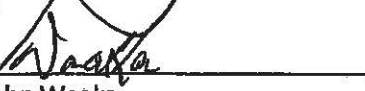
The Te Arawa River Iwi Trustees for and on behalf of the Te Arawa River Iwi Trust, and for and on behalf of Te Arawa River Iwi in the presence of:


  
\_\_\_\_\_  
Roger Pika

  
\_\_\_\_\_  
Rawiri Te Whare

  
\_\_\_\_\_  
Eru George

  
\_\_\_\_\_  
Eugene Berryman


  
\_\_\_\_\_  
John Waaka

  
\_\_\_\_\_  
Maureen Waaka

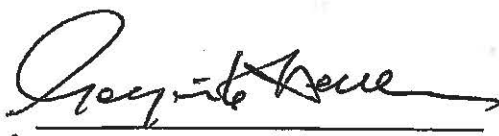
and

**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

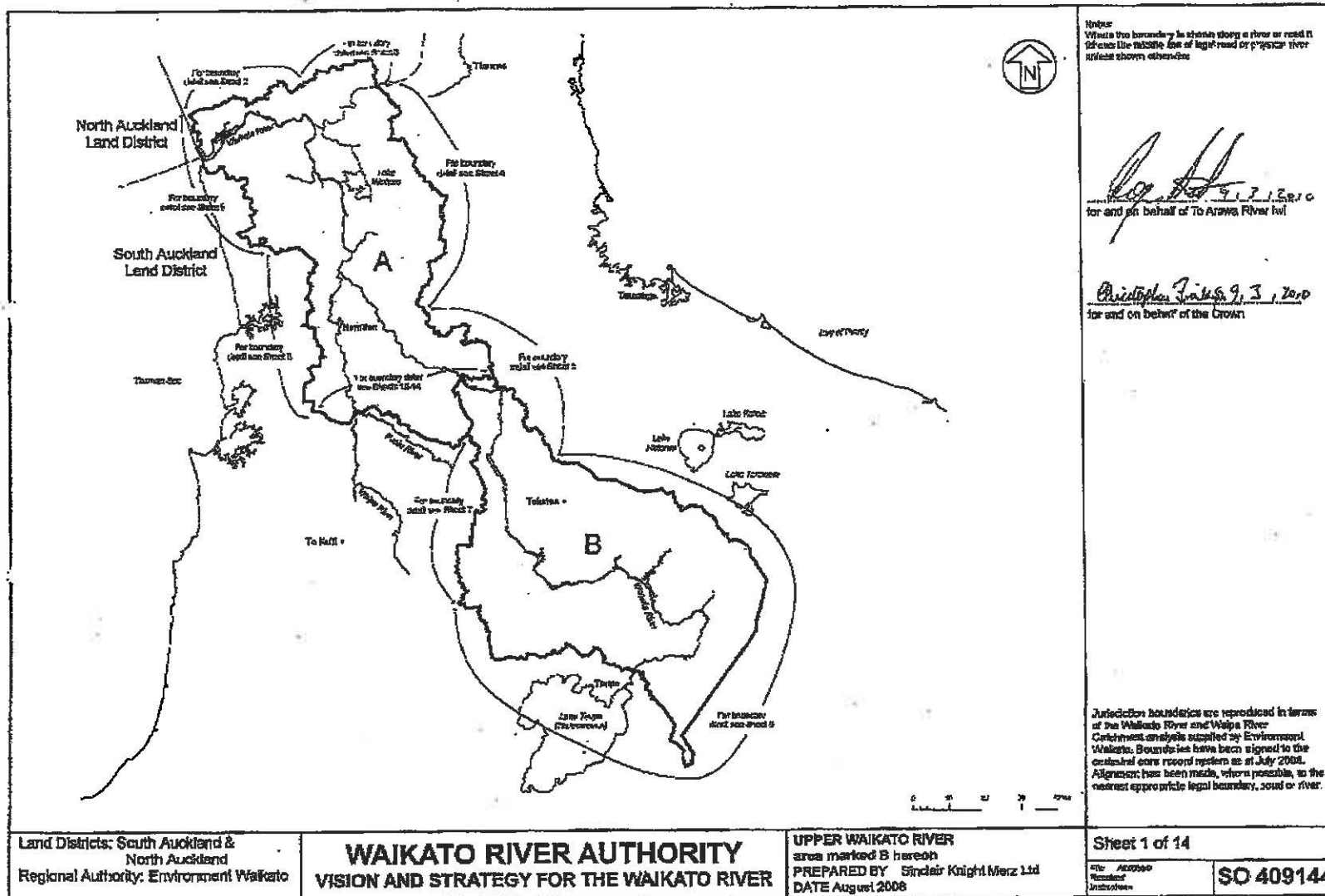
WITNESS 

Name: **KIRIWAITINGI REA**  
Occupation: **8 MARGUERITA ST**  
Address: **ROTORUA**

**APPENDICES**

**APPENDIX A - TE ARAWA RIVER IWI AREA OF INTEREST THAT FALLS WITHIN THE UPPER WAIKATO RIVER**

Te Arawa River Iwi 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 AND STRATEGY FOR THE WAIKATO RIVER**

**Vision**

*Tōku awa kōiora me ōna pikonga he kura tangihia o tē 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 matauranga Maori 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 matauranga Maori and the latest available scientific methods.
- c) develop targets for improving the health and wellbeing of the Waikato River by utilising matauranga Maori 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 wahi 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
<b>Schedule 1</b>	Conservation Accord	signed on 3 December 2010
<b>Schedule 2</b>	Fisheries Accord	signed on 3 December 2010
<b>Schedule 3</b>	Environment Accord	signed on 3 December 2010
<b>Schedule 4</b>	Taonga Tūturu Accord	signed on 3 December 2010
<b>Schedule 5</b>	Local Government Accord	
<b>Schedule 6</b>	Agriculture, Forestry and Biosecurity Accord	
<b>Schedule 7</b>	Energy and Resources Accord	
<b>Schedule 8</b>	Land Information Accord	
<b>Schedule 9</b>	Crown Lands Accord	
<b>Schedule 10</b>	Māori Affairs Accord	