



**TE ARAWA RIVER IWI – PRIMARY INDUSTRIES PORTFOLIO
ACCORD**

Agreed by

the Minister for Primary Industries

And

the Director-General of the Ministry for Primary Industries

And

Te Arawa River Iwi, through the Te Arawa River Iwi Trust

Ministry for Primary Industries
Manatū Ahu Matua



PART ONE - RELATIONSHIP

PURPOSE

1. The purpose of this Te Arawa River Iwi-Primary Industries Portfolio Accord (the Accord) is to:
 - a. reflect the commitment of the Crown and Te Arawa River Iwi to enter into 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 and its catchments for present and future generations;
 - b. set out how Te Arawa River Iwi and the Minister for Primary Industries (the Minister) and the Director-General of the Ministry for Primary Industries (the Director-General) will establish and maintain a positive, co-operative and enduring relationship; and
 - c. outline how the Crown, through the Minister, will engage with Te Arawa River Iwi to provide for the exercise of mana whakahaere.

CONTEXT

2. The Accord is part of, and subject to, the terms of the overarching Te Arawa River Iwi-Crown Accord. It should also be read in a manner that best furthers the overarching purpose of the Te Arawa River Iwi Deed in relation to a Co-Management Framework for the Waikato River (Co-Management Deed).
3. The Accord is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.
4. The Co-Management Deed is a critical relationship agreement between Te Arawa River Iwi and the Crown, which seeks to recognise the special relationship established through the Treaty of Waitangi. The Accord reinforces this partnership approach, as established through the Co-Management Framework, and seeks to identify opportunities for collaboration between Te Arawa River Iwi and the Ministry for Primary Industries (the Ministry).

PRINCIPLES UNDERLYING THE ACCORD

5. The parties recognise that to successfully implement the co-management arrangements set out in the Accord, the parties will need to work in partnership and in the spirit of collaboration.
6. The parties also acknowledge the relationship principles as set out in the Te Arawa River Iwi - Crown Accord and their importance to successfully achieve the purpose of the Accord. These relationship principles are set out below.

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 the [Te Arawa River Iwi-Crown] 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.*

TE ARAWA RIVER IWI STATEMENT OF SIGNIFICANCE

- 7. Te Arawa River Iwi have a relationship with the Waikato River and its catchment that has developed over many generations. This connection is important to the iwi and the kaitiaki roles inherent in this relationship are essential to the health and wellbeing of the River, its catchment and the people of the River.
- 8. Te Arawa River Iwi recognise that in order to be effective in their role as kaitiaki, partnerships will need to be created that meet collective aspirations for the River. In restoring and protecting the River, these relationships are the first steps towards achieving the goals of Te Arawa River Iwi.
- 9. The following excerpt from the Co-Management Deed is recognised by the Crown as providing 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 Pūaha 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 Ngāti Tahu – Ngāti Whaoa, Ngāti Kearoa, Ngāti Tuara, and Tūhourangi Ngāti Wāhiao.

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.

ROLE OF TE ARAWA RIVER IWI

10. The relationship between Te Arawa River Iwi with the Waikato River and its tributaries provides the foundation for kaitiakitanga and the exercise of being kaitiaki. This role includes responsibilities to protect and restore the River and all it encompasses. Te Arawa River Iwi will exercise their mana whakahaere in accordance with their tikanga to ensure the wellbeing of the River. Te Arawa River Iwi continue to exercise their mana, along with customary rights and development rights, and exert the rights and responsibilities of kaitiakitanga in relation to the River within their rohe.

THE ROLE OF THE MINISTER, THE MINISTRY, AND THE DIRECTOR-GENERAL

11. The Government's policies and performance expectations, and the Minister's priorities are reflected and detailed in the Ministry's accountability documentation (such as the Statement of Intent), and are given effect through the Ministry's activities and programmes.
12. The Ministry's role and objectives are detailed in its accountability documentation (which are signed off by the Minister on an annual basis), and are achieved through:
 - a. developing advice for the Minister on policies affecting the primary industries; and
 - b. undertaking planning, research, monitoring, operational activities, standard setting and enforcement to improve, develop, and maintain New Zealand's primary industries.
13. The Minister and the Director-General 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.

SHARED ACKNOWLEDGEMENTS

14. The Waikato River is a taonga of Te Arawa River Iwi. As tangata whenua and kaitiaki, the relationship of Te Arawa River Iwi with the River and the waterways of the catchment is paramount. This relationship has suffered through the pollution, degradation and development of the River and its catchment. The Crown has acknowledged that it has failed to respect, provide for and protect the special relationship of Te Arawa River Iwi with the Waikato River.
15. The parties agree to the following acknowledgements which underpin the Accord, and represent the parties' aspirations for the management of the Waikato River and its catchment:
 - a. the parties are committed to the restoration and protection of the health and wellbeing of the Waikato River and its catchment for present and future generations;
 - b. Te Ture Whaimana o Te Awa o Waikato (the Vision and Strategy) is the primary direction setting document for the Waikato River;
 - c. Te Arawa River Iwi have a unique and evolving relationship with the Waikato River and its catchment;

- d. the Waikato River is an integral part of the tikanga, kawa, mātauranga and lives of Te Arawa River Iwi;
- e. we are in a new era of co-governance and co-management between the parties;
- f. change is critical. The parties agree that co-governance and co-management requires effective change, particularly in relation to how the parties work together to restore and protect the River;
- g. better outcomes need to be achieved for the Waikato River and its catchment, particularly in relation to management processes and environmental results;
- h. the co-management framework enables change that will include Te Arawa River Iwi involvement in decision-making;
- i. the parties recognise the importance of working collaboratively with all Waikato River iwi to promote efficient resource use and to coordinate, and where possible work on programmes to improve the health and well-being of the Waikato River; and
- j. the parties will embrace new, holistic and collaborative ways of working together.

PART TWO - SCOPE AND INTERPRETATION

SCOPE

16. The Accord applies to all functions, responsibilities and actions of the Minister and Director-General in the Agriculture, Forestry, Fisheries, Aquaculture, and Biosecurity portfolios that affect the health and wellbeing of the Waikato River and its catchments, the co-management objectives, iwi relationships with the River, and the Vision and Strategy in relation to:
 - a. 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; and
 - b. any wider Te Arawa River Iwi area of interest as agreed to in the implementation plan.
17. In the interests of achieving the principle of co-management the parties will also engage, in good faith, in accordance with the purpose and relationship principles of the Accord, in respect of matters of mutual interest outside of the Accord area.

DEFINITIONS AND INTERPRETATION

18. The provisions of the Accord will be interpreted in light of its purpose and the principles referred to in clauses 1, 5, and 6 of the Accord.
19. In the Accord:
 - a. terms and expressions defined in the overarching Te Arawa River Iwi – Crown Accord, the Co-Management Deed and in the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 have the same meaning as in the Accord;
 - b. 'Accord area' means the land area defined by Te Arawa River Iwi in the scope statements at clause 16 of the Accord;
 - c. 'co-management framework' includes the co-governance and co-management relationships, instruments, functions, duties and powers established by and evolving from the Te Arawa River Iwi Deed in relation to a Co-Management Framework for the Waikato River, and the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010;
 - d. '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;
 - e. 'fisheries legislation' means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996;
 - f. 'the parties' means the Te Arawa River Iwi Trust, the Minister for Primary Industries (acting on behalf of the Crown), and the Director-General of the Ministry for Primary Industries (acting on behalf of the Ministry for Primary Industries); and

- g. 'early engagement' is a positive obligation to provide for early and effective input from Te Arawa River Iwi, rather than simply an obligation to consult. Where statutory and management processes allow, engagement will occur as soon as meaningful engagement is possible and prior to positions being formed and decisions taken.

LIMITS OF THE ACCORD

- 20. The Accord does not override or limit the:
 - a. legislative rights, powers or obligations; or
 - b. functions, duties and powers of the Minister and any officials under legislation; or
 - c. ability of the Crown to introduce legislation and change government policy; or
 - d. ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau, or their representative; or
 - e. legal rights and obligations of Te Arawa River Iwi.

PART THREE - STRATEGIC COLLABORATION

ENGAGEMENT ON POLICY DEVELOPMENT AND ADVICE

21. The Ministry will engage early with Te Arawa River Iwi Trust (the Trust) on the development and implementation of policy and legislation led by the Ministry, which the parties agree may affect the health and wellbeing of the Waikato River within the Accord area. This will include:
 - a. notifying the Trust of the process to develop any policy or legislation;
 - b. meeting with the Trust on the content of any policy or legislation;
 - c. making available to the Trust any information on the relevant policy or legislation;
 - d. informing the Trust of the outcome of any consultation;
 - e. informing the Trust of the process to implement the relevant policy or legislation; and
 - f. engaging with the Trust (if requested by the Trust) to identify resources that may assist involvement in agreed policy and legislative development processes (subject to available Ministry resourcing capabilities).
22. The operational arrangements and processes which will give effect to clause 21 of the Accord will be developed and articulated through the implementation plan, referred to in clause 70 of the Accord.
23. Key areas of policy for the Ministry to engage with the Trust, within the context of the engagement process set out in clause 21 of the Accord, include:
 - a. climate change (including emissions trading and land-use change);
 - b. environment and natural resources (including water, soil, and nutrients);
 - c. fisheries;
 - d. agriculture and forestry; and
 - e. biosecurity.
24. Where policy is being developed by another agency and that policy has reasonable potential to impact on the Accord area and/or the underlying intent of the Accord, the Ministry will use its best endeavours to:
 - a. seek Te Arawa River Iwi's views and values in representing the Māori perspective on policy;
 - b. inform other agencies of Te Arawa River Iwi's view and values and role as a co-manager in the Accord area;
 - c. encourage agencies to directly engage with Te Arawa River Iwi; and

- d. engage with Te Arawa River Iwi through the Ministry's regional offices to inform policy initiatives.
25. The Ministry acknowledges the value of engaging with the Trust. At the same time, the Ministry is required to always work within the conventions of the State service in its engagement with non-government entities, including the Trust.

JOINT WORK PROJECTS AND RESEARCH OPPORTUNITIES

26. The Trust and the Ministry agree to develop joint work projects and research opportunities. These will be identified as key elements of the implementation plan, to be developed and reviewed over time, as part of the Accord.
27. Matters to be considered must be of mutual interest to the parties and within the parties' respective capabilities, resources, and mandated work programmes and lead to tangible co-management opportunities. This could include:
- a. contributing towards fulfilling the Vision and Strategy;
 - b. capacity building;
 - c. governance and decision-making;
 - d. monitoring and enforcement programmes;
 - e. opportunities for input into land and resource use policy and research;
 - f. business, communications, and strategic development planning;
 - g. funding opportunities; and
 - h. assistance in the facilitation of relationships with other Crown agencies.

28. The joint work projects will be reviewed and updated at each annual relationship meeting.

PROVISION OF SERVICE AND RESEARCH RELATING TO AGRICULTURE, FORESTRY AND BIOSCURITY

29. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
30. Where the Ministry undertakes or contracts for services or research relating to agriculture, forestry, or biosecurity within the Accord area relating to the health and wellbeing of the Waikato River, the Ministry will:
- a. notify the Trust of its intention to do so and provide the Trust with an opportunity to be involved in the planning for services or research, as appropriate;
 - b. where applicable, invite the Trust to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
 - c. advise the Trust of the provider it has chosen;

- d. require any research provider to engage with the Trust; and
- e. provide the Trust with the results of that research, as appropriate.

TE ARAWA RIVER IWI ENVIRONMENTAL MANAGEMENT PLAN

- 31. The Ministry will (subject to available Ministry resourcing capabilities) support the development of the Iwi Environmental Management Plan through providing advice, information and/or facilitation, on matters relating to the Ministry's portfolio responsibilities.
- 32. The Director-General will be informed by the Te Arawa River Iwi Environmental Management Plan when developing processes and programmes (such as policy development, research, standards setting, and operational activities) that affect the Upper Waikato River, and if agreed to by both parties, the wider Te Arawa River Iwi rohe.
- 33. The Trust and the Director-General will agree to an approach to implement clause 31 of this Accord, as part of the implementation plan.

NOMINATION FOR ADVISORY COMMITTEES AND BOARD APPOINTMENTS

- 34. The Director-General will invite the Trust to nominate appropriately skilled and experienced people for consideration for appointment to advisory committees and statutory boards established by the Ministry.
- 35. The parties will develop a process through the implementation plan, for engagement on nominations for advisory committees and board appointments.

CAPABILITY BUILDING AND TRAINING

- 36. The parties will provide opportunities to develop the capabilities of the other party in the following manner.
- 37. The Ministry will provide annual training to the Trust, which will include, but is not limited to:
 - a. introductory and refresher training on the role of the Ministry; and
 - b. briefings on the latest policy and legislative developments, where those matters may have implications for the Accord area.
- 38. The Trust will provide training to Ministry staff (including contractors and consultants) on the:
 - a. values and practices of Te Arawa River Iwi;
 - b. objectives of Te Arawa River Iwi in relation to the Waikato River; and
 - c. Te Arawa River Iwi Environmental Management Plan.
- 39. The Trust and the Ministry will work together to raise awareness of the Accord and its implementation within both organisations, for example, through induction training of new

staff. The Trust and the Ministry will identify opportunities for mutual relationship building and professional development and inform the other party of such opportunities.

SECONDMENTS/INTERNSHIPS/HOLIDAY EMPLOYMENT

40. The Ministry and the Trust will, where possible, provide opportunities for internships and secondments between both organisations and these will be discussed at the annual relationship meeting.
41. The Ministry will inform the Trust when opportunities arise for university holiday employment, volunteer appointments or student research projects that are relevant to the Waikato River and its catchment. Te Arawa River Iwi may propose candidates for these roles or opportunities.

INFORMATION SHARING

42. The parties recognise the benefit of mutual information exchange. To this end, the parties will exchange any information that is relevant to, and will assist in, the carrying out of functions, duties, and powers.
43. The Director-General will make available to Te Arawa River Iwi all existing information that is held by, or is reasonably accessible to, the Ministry. This will occur in accordance with, and subject to, the Official Information Act 1982, where that information is requested by Te Arawa River Iwi for the purposes of assisting them to exercise their mana whakahaere particularly where that information is necessary for:
 - a. developing and implementing the Upper Waikato River Integrated Management Plan;
 - b. developing and implementing the Te Arawa River Iwi Environmental Management Plan; and
 - c. enabling Te Arawa River Iwi to work towards the implementation of the Accord.
44. If requested by Te Arawa River Iwi, the Ministry will advise of, and make available, any technical data held by the Ministry that may have a bearing within the Accord area.
45. For the avoidance of doubt, the obligations in this section of the Accord do not apply to information that the Ministry 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 Ministry may withhold and refuse under the grounds set out under the Official Information Act 1982.

PART FOUR - FISHERIES

THE TE ARAWA RIVER IWI FISHERIES PLAN

46. The Trust will develop an iwi fisheries plan which may include:
- a. the objectives of the Te Arawa River Iwi for the management of their customary, commercial, recreational, and environmental interests;
 - b. the Te Arawa River Iwi view on what constitutes the exercise of kaitiakitanga within the Accord Area;
 - c. how the Trust will participate in fisheries planning and management; and
 - d. how the customary, commercial, and recreational fishing interests of Te Arawa River Iwi will be managed in an integrated way.
47. The Ministry and the Trust agree to meet, as soon as reasonably practical, 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 Te Arawa River iwi; and
 - b. ways in which the Ministry will work with the Trust to develop, implement, and review the Te Arawa River Iwi fisheries plan.
48. Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to the Trust's interpretation of kaitiakitanga (see section 12(1) (b) of the Fisheries Act 1996).

FISHERIES –TE ARAWA ENVIRONMENTAL MANAGEMENT PLAN

49. The iwi fisheries plan referred to in clause 46 of the Accord may become a component of the Iwi Environmental Management Plan. This is a decision that will be made by the Trust.
50. Any persons exercising functions, powers, and duties under sections 12 to 14 of the Fisheries Act 1996 will, in relation to the Upper Waikato River, recognise and provide for the Te Arawa River Iwi Environmental Management Plan, to the extent that its contents relates to those powers, functions, and duties (see section 42(3) of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010).

INPUT INTO AND PARTICIPATION IN THE MINISTRY'S FISHERIES PLANS

51. The Ministry's national fisheries plans will reflect the high level goals and outcomes for fisheries. The plans will guide annual identification of the measures (which may include catch limits, research, planning and compliance services) required to meet these goals and outcomes.
52. The Ministry will provide for Te Arawa River Iwi input and participation into national fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and national fisheries planning.
53. The Te Arawa River Iwi fisheries plan will be incorporated into the relevant iwi forum fisheries plan.

UPPER WAIKATO RIVER INTEGRATED MANAGEMENT PLAN

54. The purpose of the Upper Waikato River Integrated Management Plan is to achieve an integrated approach between Raukawa, Te Arawa River Iwi, and Ngāti Tūwharetoa (if Ngāti Tūwharetoa chooses to participate in this plan), relevant departments, Crown agencies and local authorities in relation to the management of aquatic life habitats and natural resources within the Upper Waikato River (see section 36 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010). The plan must be completed by 14 January 2014.
55. The fisheries component of the Upper Waikato River Integrated Management Plan will be developed by the Trust and the Ministry, and jointly approved by the Trust and the Minister. The approved plan will become a fisheries plan under section 11A of the Fisheries Act 1996.

PROGRAMMES TO ACHIEVE FISHERIES OBJECTIVES

56. The parties will jointly develop and agree on work programmes to achieve the fisheries objectives of the:
 - a. Te Arawa River Iwi fisheries plan;
 - b. Te Arawa River Iwi Environmental Management Plan; and
 - c. Upper Waikato River Integrated Management Plan.

FISHERIES REGULATIONS

57. Section 58 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 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 will include provision:
 - a. for Te Arawa River Iwi to manage customary fishing on the Upper Waikato River through the issuing of customary fishing authorisations;
 - b. for Te Arawa River Iwi to recommend to the Minister the making of bylaws restricting or prohibiting fishing on the Upper Waikato River; and
 - c. that the Minister will make bylaws recommended by Te Arawa River Iwi, unless the Minister considers that an undue adverse effect on fishing would result if the proposed bylaws were made.
58. Fisheries regulations will be made under section 186 of the Fisheries Act 1996, and section 58 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010. The regulations will prevail over commercial, amateur, and customary fisheries regulations.
59. The regulations may include those matters listed in Appendix A of this Accord.

DEVELOPMENT AND IMPLEMENTATION OF THE FISHERIES REGULATIONS

60. The Ministry and the Trust will work together to develop and implement fisheries regulations.
61. The Ministry will provide the Trust with assistance for the administration of their customary fisheries. This 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 Te Arawa River Iwi 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 on 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;
 - e. engagement with Te Arawa River Iwi on requirements to ensure compliance with regulations and bylaws for the management of fisheries in the Upper Waikato River;
 - f. resources to assist Te Arawa River Iwi to carry out their role in the development, implementation, and administration of the Upper Waikato River fisheries regulations and bylaws; and
 - g. training to persons who have authority to administer and implement the Upper Waikato River fisheries regulations and any relevant bylaws.

FISHERIES SPECIAL PERMITS

62. The Ministry will engage early and effectively with the Trust on fisheries special permit applications that affect the Upper Waikato River.

PROVISION OF FISHERIES SERVICES AND RESEARCH

63. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
64. Te Arawa River Iwi input and participation into Ministry fisheries services and research will occur through Te Arawa River Iwi's input and participation into the Ministry's national fisheries plans.
65. When the Ministry is proposing to contract out any fisheries functions that it currently undertakes itself, and which may have an impact on the management of customary fisheries within the Accord area, the Ministry will engage with the Trust.

EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

66. The Ministry will engage with the Trust on the employment of Ministry staff where the vacancy affects the customary fisheries interests of Te Arawa River Iwi.
67. Engagement may include input (with other affected iwi) into the:
 - a. job description and work programme;
 - b. locations of the position; and
 - c. selection of the interview panel.

PART FIVE – IMPLEMENTATION

IMPLEMENTATION STRATEGY

68. A key aspect to the success of the Accord is the parties working collaboratively together.
69. Within 12 months of the signing of the Accord, the Trust and the Director-General (or a delegated authority) will meet to discuss a strategy to implement this Accord, the priorities of an implementation plan, and any other matters.
70. The Ministry and the Trust will develop an implementation plan which will include, but is not limited to:
- a. provisions for regular meetings between identified staff;
 - b. development of shared objectives and long-term strategic goals;
 - c. the matters set out in Part Three - Strategic Collaboration;
 - d. any additional relationship matters;
 - e. implementation of other matters set out in the Accord; and
 - f. the establishment of the key points of contact.
71. The implementation plan will be agreed to within 24 months of the signing of the Accord.

ANNUAL RELATIONSHIP MEETING AND ANNUAL REPORTING

72. Following the completion of the implementation plan, annual relationship meetings between representatives of the Trust and the Director-General will be held to discuss, and if necessary, review:
- a. the implementation plan;
 - b. joint work projects; and
 - c. matters of mutual interest.
73. One month before each meeting, the Trust and the Ministry will:
- a. report on the work that each party has carried out within the previous year, within the scope of the Accord;
 - b. describe how the shared objectives and long term strategic goals are being achieved;
 - c. share relevant details of current work programmes;
 - d. agree on the administrative arrangements for the meeting; and
 - e. propose any new items for joint work projects.

MAINTAINING THE RELATIONSHIP

74. Each party will identify a senior representative to oversee the implementation of the Accord. The senior representatives will be the key point of contact for any matters relating to the Accord, and will be responsible for:
- a. ensuring the outcomes and deliverables of the Accord are monitored and achieved; and
 - b. ensuring the annual relationship meeting between the parties is co-ordinated in a timely manner.
75. Where elements of the Accord may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outputs and outcomes of the Accord.
76. Outside of the relationship meetings, relevant representatives of the parties will meet as required.

ESCALATION OF MATTERS

77. If one party considers that there has been a breach of the Accord then that party may give notice to the other that they are in dispute.
78. As soon as possible, upon receipt of the notice referred to in clause 77, the Ministry and the Trust's representative(s) will meet to work in good faith to resolve the issue.
79. If the dispute has not been resolved within 20 working days of receipt of the notice, the Director-General and the General Manager of the Trust will meet to work in good faith to resolve the issue.
80. If the dispute has still not been resolved within 20 working days of the meeting set out in clause 79, the Minister and the Chair of the Trust (or nominee) will meet to work in good faith to resolve the issue.

REVIEW AND AMENDMENT

81. The parties agree that this Accord is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.
82. The Accord will be reviewed no later than three years following the signing of the Accord and thereafter reviewed as agreed by the parties.
83. The parties may only vary this Accord by agreement in writing.
84. Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in the Accord.
85. The parties agree that this Accord replaces the Te Arawa River Iwi 2010 Fisheries Portfolio Accord, and that the obligations and requirements of the Te Arawa River Iwi 2010 Fisheries Portfolio Accord have been incorporated into this Accord.

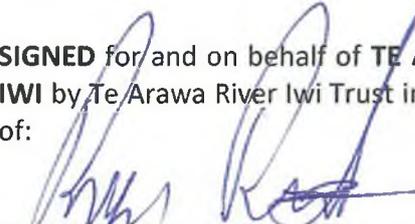
**Appendix A:
Upper Waikato River Regulation Headings**

Upper Waikato River Fisheries Regulations to be made under section 186 of the Fisheries Act 1996 and section 58 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010, may include the following provisions, but not be limited to:

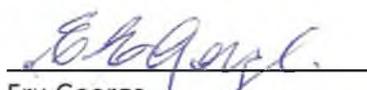
- a. Authority of the Trustees of the Trust to appoint persons or entities to issue customary food gathering authorisations, and/or propose and make bylaws that may restrict or prohibit fishing;
- b. Duties and functions of the Trust, and persons or entities appointed by the Trust;
- c. Duties and functions of persons authorised to undertake customary food gathering;
- d. The Trust will notify the Minister of the appointment of persons or entities authorised to issue customary food gathering authorisations, and propose and make bylaws that may restrict or prohibit fishing;
- e. Requirement that any person exercising powers and authority under the regulations act consistently with the relevant plan;
- f. Authority for the Trust and persons or entities appointed by the Trust to issue authorisations to manage take/release/use/possess/deposit/remove/keep fisheries resources managed under the Fisheries Act 1996 for customary purposes (pā tuna and pātaka) from the Upper Waikato River;
- g. Authority for persons appointed by the Trust to issue written authorisations to take/use fisheries resources managed under the Fisheries Act 1996 for customary purposes from the Upper Waikato River;
- h. Authority for the Trustees of the Trust or its appointees to consult and propose/make bylaws in the Upper Waikato River;
- i. Authority for the Minister to consider proposed bylaws and apply an Undue Adverse Effect test on proposed bylaws;
- j. Requirement for the Minister to recognise and provide for the Te Arawa River Iwi Environmental Management Plan when exercising any powers, duties and functions under sections 12-14 of the Fisheries Act 1996;
- k. Record keeping, document management and reporting requirements for written authorisations and bylaws;
- l. Offences and defences;
- m. Relationship of the regulations to other commercial, amateur and customary regulations that relate to the Upper Waikato River;
- n. Any other matters that the Trust and the Minister consider relevant to the making of regulations made under section 186 of the Fisheries Act 1996 and section 58 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.

THIS TE ARAWA RIVER IWI – PRIMARY INDUSTRIES PORTFOLIO ACCORD is signed on 13 December 2012.

SIGNED for and on behalf of **TE ARAWA RIVER IWI** by Te Arawa River Iwi Trust in the presence of:



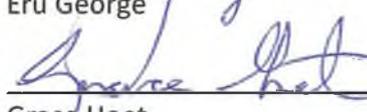
Roger Pikia



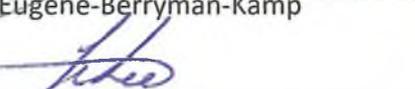
Eru George



Eugene-Berryman-Kamp



Grace Hoet



Wally Lee

WITNESS



Name: *Tamara Muhi*
Occupation and Address: *Senior Policy Analyst*
Rotorua

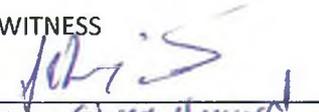
and

SIGNED for and on behalf of the Crown by **THE MINISTER FOR PRIMARY INDUSTRIES** in the presence of:



Hon David Carter

WITNESS



Name: *Stacey Hayward*
Occupation and Address: *Policy Analyst, DIA*

SIGNED for and on behalf of the Ministry for Primary Industries by **THE DIRECTOR-GENERAL** in the presence of:



Simon Wayne McNee

WITNESS



Name: *Daniel Stentor*
Occupation and Address: *Policy Analyst*
Wellington