

COMMISSIONER OF CROWN LANDS

and

WAIKATO-TAINUI

CROWN LAND ACCORD

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THIS ACCORD is made between

THE COMMISSIONER OF CROWN LANDS ("CCL")

and

WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, in its capacity as trustee of the WAIKATO RAUPATU RIVER TRUST ("WAIKATO-TAINUI")

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BACKGROUND

- A. The Waikato Raupatu Claims Settlement Act 1995 gave effect to certain provisions of the deed of settlement between Her Majesty the Queen in right of New Zealand ("the Crown") and Waikato dated 22 May 1995 and settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.
- B. In the spirit of co-operation, compromise and good faith, and as foreshadowed in the 1995 Deed, Waikato-Tainui and the Crown entered into negotiations in respect of the claims of Waikato-Tainui concerning the Waikato River.
- C. By deed of settlement dated 22 August 2008 Waikato-Tainui and the Crown reached agreement on the terms of a settlement to enter a new age of co-management over the Waikato River with an overarching purpose to restore and protect the health and wellbeing of the Waikato River for future generations.
- D. The Crown is committed to restoring and protecting the health and wellbeing of the Waikato River for future generations and to the new era heralded by the 2008 deed. However, subsequent to the 2008 deed, the Crown requested to review the co-management arrangements to assess whether it was possible to better deliver the objectives and overarching purpose of the settlement.
- E. With the agreement of Waikato-Tainui, the Crown appointed an advisory panel. The Crown approached Waikato-Tainui with the advisory panel's recommendations and Waikato-Tainui agreed to consider revisiting the arrangements in the 2008 deed.
- F. In the spirit of good faith and on the basis that the arrangements in the 2008 deed could be enhanced while preserving the integrity of the settlement, Waikato-Tainui and the Crown agreed on a revised deed of settlement dated 17 December 2009.
- G. The 2009 deed now supersedes the 2008 deed and contains the terms of settlement between the Crown and Waikato-Tainui in relation to the Waikato River.
- H. The Kiingitanga Accord signed between the Crown and Waikato-Tainui on 22 August 2008 remains in full force and effect except to the extent that its requirements are expressly satisfied by the 2009 deed.
- I. Waikato-Tainui and the Crown have agreed that accords will be entered into between Waikato-Tainui and various Ministers of the Crown to enhance the relationship between the Crown and Waikato-Tainui and facilitate the new era of co-management contemplated by the settlement.
- J. To give effect to the obligations under clause 9.4 of the deed of settlement and the schedule of the Kiingitanga Accord, and to further enhance the relationship between Waikato-Tainui and the Commissioner of Crown Lands (the CCL), this Accord is entered into by Waikato-Tainui and the CCL.

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TERMS OF THIS ACCORD:

1 PURPOSE

1.1 The purpose of this Accord is to:

- (a) reflect the commitment of the CCL to engage with Waikato-Tainui 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 the CCL and Waikato-Tainui will engage with each other in order to establish and maintain a positive, co-operative and enduring relationship regarding the Waikato River.
- (c) ensure that the Crown, through the CCL, recognise and provide for the exercise of mana whakahaere by Waikato-Tainui over the Accord area.

2 FUNCTIONS AND ROLES OF THE PARTIES

Waikato-Tainui role

2.1 To Waikato-Tainui:

- (a) the Waikato River is a tupuna (ancestor) which has mana (spiritual authority and power) and in turn represents the mana and mauri (life force) of Waikato-Tainui
- (b) the Waikato River is a single indivisible being that flows from the Huka Falls to Te Puuaha o Waikato (the mouth) and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, flood plains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.

2.2 The Waikato-Tainui relationship with the Waikato River, and Waikato-Tainui's respect for it:

- (a) gives rise to Waikato-Tainui responsibilities to protect te mana o te awa and to exercise mana whakahaere in accordance with long established tikanga to ensure the well being of the Waikato River
- (b) lies at the heart of Waikato-Tainui's spiritual and physical wellbeing and tribal identity and culture.

2.3 As relevant to environmental matters, Waikato-Tainui's objectives for the Waikato River include:

- (a) the restoration and protection of the health and wellbeing of the Waikato River
- (b) the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships

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- (c) the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River
- (d) 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
- (e) the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and wellbeing of the Waikato River
- (f) the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities
- (g) the protection and enhancement of significant sites, fisheries, flora and fauna
- (h) the application to the above of both Maatauranga Maaori and latest available scientific methods.

Commissioner of Crown Lands role

- 2.4 The CCL is an independent statutory officer in Land Information New Zealand. The CCL exercises the powers and duties as landowner over 2 million hectares of land (11% of New Zealand's land area as at 2009). This land is Crown land held in the name of Her Majesty the Queen and which is not currently set aside for any public purpose.
- 2.5 The CCL acts for and on behalf of the Crown in the administration of Crown land and exercises ownership rights over such land. The CCL is statutorily responsible for all Crown land in terms of the provisions of the Land Act 1948, Crown Pastoral Land Act 1998 and other legislation where the CCL has certain functions or may exercise particular powers. Therefore the CCL administers the Crown riverbed in the Waikato River under the Land Act 1948.
- 2.6 The CCL also receives and administers land reverting back to the Crown estate from private parties or may also acquire private land from parties for government purposes where needed.

3 SCOPE OF THIS ACCORD

- 3.1 This Accord will apply to all functions, responsibilities and actions of the CCL that affect the health and wellbeing of the Waikato River and its catchments from Karapiro to Te Puuaha o Waikato, including the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the area marked "A" on the SO plan in part 12 of the schedule to the Waikato-Tainui deed of settlement (the "Accord Area").

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- 3.2 The CCL acknowledges that Waikato-Tainui interests and the exercise of mana whakahaere by Waikato-Tainui extend beyond the Accord Area.
- 3.3 The CCL and Waikato-Tainui may, on a case-by-case basis, agree to engage in accordance with the principle of co-management and the purpose and principles of this Accord, on matters that relate to their specific roles and responsibilities that impact on Waikato-Tainui's mana whakahaere outside the Accord area.
- 3.4 For the purposes of this Accord, references to Crown land adopts the definition of Crown land identified under Clause 2 of the Land Act 1948.

4 LINKAGE WITH MINISTER FOR LAND INFORMATION ACCORD

- 4.1 While recognising the Minister for Land Information's role in exercising statutory powers and functions under the Land Act 1948, the CCL acknowledges and supports the Accord entered into by the Minister for Land Information and Waikato-Tainui ("the Minister's Accord") relating to the Waikato River.

5 OBJECTIVES AND RELATIONSHIP PRINCIPLES

5.1 Joint Objective

Waikato-Tainui and the CCL are committed to the restoration and protection of the health and wellbeing of the River for future generations.

5.2 Relationship Principles

Waikato-Tainui and the CCL agree to abide by the following relationship principles when implementing this Accord and exercising their various roles and functions:

- (a) working in a spirit of co-operation;
- (b) ensuring early engagement on issues that the CCL has the mandate to work on;
- (c) operating a 'no surprises' approach;
- (d) acknowledging that the relationship is evolving, not prescribed;
- (e) respecting the independence of the parties and their individual mandates, roles and responsibilities impacting on the Waikato River;
- (f) recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise; and
- (g) committing to the highest level of engagement as indicated in this Accord and consistent with the principle of co-management.

5.3 As relevant to environmental matters, Waikato-Tainui's objectives for the Waikato River include:

- (a) the restoration and protection of the health and wellbeing of the Waikato River;

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- (b) the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships;
- (c) the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River;
- (d) 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;
- (e) the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and wellbeing of the Waikato River;
- (f) the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;
- (g) the protection and enhancement of significant sites, fisheries, flora and fauna; and
- (h) the application to the above of both Maatauranga Maaori and latest available scientific methods.

6 PRINCIPLES

6.1 The following principles underlie:

- (a) the relationship of Waikato-Tainui with the Waikato River; and
- (b) this Accord.

6.2 TE MANA O TE AWA (THE SPIRITUAL AUTHORITY, PROTECTIVE POWER AND PRESTIGE OF THE RIVER)

- (a) To Waikato-Tainui, the Waikato River is a tupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. The Waikato River has its own mauri, its own spiritual energy, and its own powerful identity. It is a single indivisible being.
- (b) Respect for te mana o te awa (the spiritual authority, protective power and prestige of the Waikato River) is at the heart of the relationship between the tribe and their ancestral River. Waikato-Tainui regard their River with reverence and love. It gave them their name and is the source of their tribal identity. Over generations, Waikato-Tainui have developed tikanga (values, ethics governing conduct) which embody their profound respect for the Waikato River and all life within it. The Waikato River sustains the people physically and spiritually. It brings them peace in times of stress, relief from illness and pain, and cleanses and purifies their bodies and souls from the many problems that surround them. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring, and perpetual.

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6.3 MANA WHAKAHAERE (AUTHORITY AND RIGHTS OF CONTROL)

- (a) Mana whakahaere refers to the authority that Waikato-Tainui and other Waikato River iwi have established in respect of the Waikato River over many generations. Mana whakahaere entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of the Waikato River are maintained. It is based in the recognition that if we care for the River, the River will continue to sustain the people.
- (b) In customary terms mana whakahaere is the exercise of control, access to and management of the Waikato River, including its resources, in accordance with tikanga (values, ethics governing conduct). For Waikato-Tainui, mana whakahaere has long been exercised under the mana of the Kiingitanga.

6.4 HEALTH AND WELLBEING:

- (a) The principle of health and wellbeing reflects the overarching purpose of the Settlement, which is to restore and protect the health and wellbeing of the Waikato River.
- (b) The health and wellbeing of Waikato-Tainui and its special relationship with the Waikato River is inherently connected with the health and wellbeing of the Waikato River.

6.5 CO-MANAGEMENT:

- (a) The Crown and Waikato-Tainui have committed to enter into a new era of co-management in respect of the Waikato River. The principle of co-management includes:
 - (i) the highest level of good faith engagement; and
 - (ii) consensus decision-making as a general rule;
 - (iii) while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui and other Waikato River iwi.
- (b) To be effective, co-management must:
 - (i) be implemented and achieved at a number of levels and across a range of management agencies, bodies and authorities, including (but without limitation) to the following:
 - (a) 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
 - (b) the processes for granting, transfer, variation and renewal of consents, licenses, permits and other authorisations for all activities that potentially impact on the health and wellbeing of the Waikato River; and

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- (ii) include provision for Waikato-Tainui 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 is a positive obligation to provide for early and effective input from Waikato-Tainui, rather than simply an obligation to consult.

6.6 INTERGRATION

Arising from the principles of te mana o te awa and mana whakahaere, and inter-related to the principle of co-management, is the principle of integration. The health and wellbeing of the Waikato River and successful co-management requires effective integration of management between the relevant government agencies, Crown entities, local authorities and non-governmental agencies who have roles and responsibilities in respect of the Waikato River.

6.7 TREATY OF WAITANGI

Te Tiriti o Waitangi/the Treaty of Waitangi and its principles apply to this Accord and the relationship between the Crown and Waikato-Tainui reflected in this Accord.

6.8 HONOUR AND INTEGRITY

Underpinning this Settlement is the principle of honour and integrity. Waikato-Tainui and the Crown have entered into this settlement in good faith relying on the commitments of each other contained in the Deed and this Accord with the intention of achieving a full, fair and durable settlement of the Raupatu claims of Waikato-Tainui in relation to the Waikato River.

7 RECOGNITION OF WAIKATO TAINUI ENVIRONMENTAL PLAN IN STATUTORY DECISIONS

- 7.1 Where agreed between the CCL and Waikato-Tainui, the CCL shall have particular regard to relevant sections of the Waikato-Tainui Environmental Plan when dealing with matters relating to the management and disposition of the riverbed and other Crown land held under the Land Act 1948.

8 COMMUNICATION BETWEEN THE PARTIES

- (a) The CCL and Waikato-Tainui will establish and maintain effective and efficient communication with each other on a continuing basis by:
 - (i) providing information on primary contacts responsible for Crown land matters relating to the Waikato River;
 - (ii) providing information on the Waikato-Tainui personnel responsible for Crown land matters relating to the Waikato River, including their addresses and contact details;

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- (iii) providing reasonable opportunities for their relevant personnel to meet with each other quarterly for the first 12 months from the date of this Accord, and six-monthly subsequently, or as agreed between the parties to continue to develop and maintain the relationship and to discuss, and (if possible) resolve any issues that arise;
- (iv) identifying staff who will be working closely with staff of the other party, and informing those staff of the contents of this Accord and their responsibilities and roles under it; and
- (v) acknowledging that where communication is specified to be in writing, this includes electronic mail.

9 STAFF AWARENESS

- (a) From the date of signing this Accord the CCL will request relevant staff (and in particular those who are regularly involved in work relating to or impacting on the Waikato River) to be educated on:
 - (i) the values and practices of Waikato-Tainui
 - (ii) this Accord and its implementation.
- (b) The CCL and Waikato-Tainui will discuss opportunities for internships and secondments between the parties.
- (c) The CCL will inform Waikato-Tainui when opportunities for university holiday employment or student research projects arise that are relevant to the Waikato River and its catchment area. Waikato-Tainui may propose candidates for these roles or opportunities.

10 INFORMATION SHARING

- 10.1 The parties to this Accord recognise the benefit of mutual information exchange. To this end, the CCL and Waikato-Tainui will exchange any information that is relevant to and will assist the effective integrated management of Crown land within the scope of the Accord.
- 10.2 The CCL will make available to Waikato-Tainui all existing information held by, or reasonably accessible to, the CCL, in accordance with and subject to the Official Information Act 1982, where that information is requested by Waikato-Tainui for the purposes of assisting them to exercise their mana whakahaere particularly where that information is necessary for:
- (a) developing and implementing the Integrated River Management Plan;
 - (b) developing and implementing the Waikato-Tainui Environmental Plan; and
 - (c) enabling Waikato-Tainui to exercise their rights fully under this Accord.
- 10.3 In addition to the provision of information in accordance with clause 10.2 of this Accord, the CCL will:

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- (a) advise Waikato-Tainui of any proposed policy changes or directions, or proposed legislative changes initiated by Land Information New Zealand that impact directly on the health and wellbeing of the Waikato River within 15 working days of that proposal becoming known; and
- (b) if requested by Waikato-Tainui, advise of, and make available to Waikato-Tainui any technical data held by the CCL relating to Crown land administered by Land Information New Zealand that may have a bearing on the scope of this Accord.

10.4 For the avoidance of doubt, the obligations in this section of this Accord do not apply to information that the Department 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 Department may withhold under the grounds set out under the Official Information Act 1982.

11 IMPLEMENTATION OF ACCORD

11.1 In implementing this Accord, Waikato-Tainui and the CCL are committed to achieving the purpose of this Accord and in doing so will give effect to the purpose, joint objective and principles in this Accord in relation to the exercise of statutory functions under the Land Act 1948.

11.2 Within 6 months of the signing of this Accord, Waikato-Tainui and the CCL, or his chosen delegates, will agree the timeframes and priorities for the implementation and application of this Accord in an implementation plan.

11.3 The implementation plan shall be signed off and authorised by the CCL and Waikato-Tainui.

11.4 The implementation plan shall include, but is not restricted to, the following issues:

- (a) Waikato Raupatu Claims Settlement Act notation;
- (b) Transfers and disposal of crown land administered by LINZ;
- (c) Co-management arrangements for crown land;
- (d) Crown land administration and management; and
- (e) Agreed arrangements in accordance with clause 19 of this Accord.

12 DISPOSITION - EASEMENTS, LEASES, LICENCES, ACCESS AGREEMENTS, DISPOSAL OF CROWN LAND:

- (a) Under the Land Act 1948 the CCL is responsible for considering and making decisions on the administration, management and disposal of Crown land. These decisions include dispositions whether by way of sale, lease or licence, as well as the consideration of and granting of other interests in land for example easements and access agreements;

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- (b) The CCL will notify Waikato-Tainui in writing before deciding to make land available for alienation or within **15 working days** of receiving an application and any additional information provided to the CCL to support an application for an easement, lease, licence, and/or access agreement within the Accord area. Notification by the CCL to Waikato-Tainui will include a copy (electronic or otherwise) of any application and any additional information supporting that application (but retains the right to withhold commercially sensitive information) for an easement, lease, licence and/or access agreement as provided to the CCL;
- (c) Waikato-Tainui will provide their views and comments on the application for an easement, lease, licence and/or access agreement to the CCL within **30 working days** of the receipt of the information from the CCL;
- (d) the CCL, at the completion of the period specified in 12(c) will in accordance with the Land Act make a statutory decision regarding the application for an easement, lease, licence and/or access agreement whilst recognising clause 7.1 of this Accord; and
- (e) The CCL will provide Waikato-Tainui with the rationale and outcome of that decision in writing.

13 CONTROLLED ACTIVITY RESOURCE CONSENT APPLICATIONS RECEIVED BY THE CCL:

- (a) The CCL will notify Waikato-Tainui in writing within **15 working days** upon receiving a resource consent application under the Resource Management Act 1991 and any additional information provided to the CCL to support the resource consent application for any activity in the Waikato River. Notification by the CCL to Waikato-Tainui will include a copy (electronic or otherwise) of the resource consent application and any additional information supporting that resource consent application (but retains the right to withhold commercially sensitive information) as provided to the CCL;
- (b) Waikato Tainui will provide their views and comments on the application for resource consent provided under 13(a) within **30 working days of receipt of the information from the CCL**, unless otherwise specified by the CCL;
- (c) If under 13(b) a shorter time frame is specified by the CCL, this will only occur when the CCL has been asked to respond to a Territorial Authority on the resource consent application within a shorter time frame than is usual. Waikato-Tainui shall be notified of the reason(s) as to why such a shorter timeframe is required;
- (d) At the end of the period specified in 13(b) or 13(c) the CCL will respond to the consent authority whilst recognising clause 7.1 of this Accord; and
- (f) The CCL will provide Waikato-Tainui with a copy of the response, if any, provided to the consent authority on the resource consent application.

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- (e) "Controlled activity" for the purposes of this section refers to the definition in the Resource Management Act 1991.

14 OTHER RESOURCE CONSENT APPLICATIONS:

- (a) The CCL and Waikato-Tainui will notify each other in writing within **15 working days** of receiving a resource consent application on any other activity, other than that indicated under clause 13 that affects the health and well-being of the Waikato River.
- (b) Waikato-Tainui will provide the CCL with their views and comments on the application for resource consent provided under 14(a) within **30 working days of receipt of the information from the CCL;**
- (c) At the end of the period specified in 14(b) the CCL will respond to the consent authority on the resource consent application whilst recognising clause 7.1 of this Accord; and
- (d) The CCL will provide Waikato-Tainui with a copy of the response if any provided to the consent authority on the resource consent application.

15 UNAUTHORISED ACTIVITY IN THE WAIKATO RIVER:

- (a) Waikato-Tainui will, as soon as possible, notify the CCL in writing of any potentially unauthorised activity being undertaken in the Accord area by any person or persons that is affecting the health and well-being of the Waikato River; and
- (b) The CCL will seek the views of Waikato-Tainui on the action, if any to be undertaken and the CCL will advise Waikato-Tainui in writing as soon as practical of the action to be taken, if the unauthorised activity is on Crown land in the Waikato River.

16 BIOSECURITY:

- (a) The CCL will advise Waikato-Tainui when planning to undertake Biosecurity works on the Waikato River within **15 working days** of either receiving notification under the Environment Waikato Regional Pest Management Strategy or the CCL finalising a work programme for a particular undertaking.
- (b) The CCL will advise Waikato-Tainui when planning to undertake Biosecurity works on the Waikato River. Such notification will be given when preparing the draft Annual Programme each year;
- (c) Upon receiving the draft Annual Programme Waikato-Tainui will have the opportunity to comment and respond in writing to the CCL within 20 working days for the CCL's consideration;
- (d) Due to limited Biosecurity funding available to Land Information New Zealand, the CCL will prioritise and manage the Biosecurity works while taking into account the Vision and Strategy for the Waikato

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River and the comments and views of Waikato-Tainui before making a decision; and

- (e) Upon finalisation, the CCL will provide a copy of the Annual Programme to Waikato-Tainui.

17 OTHER MANAGEMENT ISSUES

- 17.1 The CCL and Waikato-Tainui will identify and engage with each other on management issues affecting the bed of the Waikato River on a case-by-case basis as such issues arise.
- 17.2 Following such engagement the CCL will provide Waikato-Tainui with an opportunity to comment, provide any relevant information and respond in writing to the CCL within 20 working days to assist the CCL in making a decision or determination on that issue.

18 RIGHTS OF FIRST REFUSAL

- 18.1 The CCL and Waikato-Tainui acknowledge that clause 18.2 and 18.3 operate within the statutory requirements of the 1995 Waikato Raupatu Claims Settlement Act (the 1995 Act) and do not constitute a retrospective view of the right of first refusal process under that Act.
- 18.2 The CCL acknowledges the importance of the 1995 Act and will request LINZ to develop, in collaboration with Waikato-Tainui, best practice processes for dealing with the right of first refusal process under section 11 of the 1995 Act. Details of this engagement will be included in the implementation plan as described in clause 11.4(a).
- 18.3 On completion of the implementation plan, the CCL will also request LINZ to issue the guidance about best practice developed in clause 18.2 to other Crown agencies.

19 CROWN LAND

- 19.1 As specified in the Section 12 of the deed of settlement Waikato-Tainui and the CCL will agree arrangements for crown land administered by LINZ as soon as reasonably practicable.
- 19.2 The agreed arrangements and timeframes for completion will be included in the implementation plan described in clause 11.

20 ESCALATION OF MATTERS

- 20.1 The Parties agree that the following provisions shall apply to any dispute between them arising out of this Accord:
- 20.2 the Parties acknowledge and agree that they wish to minimise and promptly settle any disputes which may arise under this Accord, and accordingly will make active efforts in good faith to resolve any such dispute;
- 20.3 Should the parties be unable to agree on any matter in this Accord, one party will give notice to the other that they are in dispute;

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- 20.4 Within 20 working days of being given notice, the responsible General Manager at Land Information New Zealand and the General Manager of the WRRT will meet to work in good faith to resolve the issue.
- 20.5 If the dispute has not been resolved within 20 working days, the CCL and the Chief Executive Officer of WRRT will meet in good faith to resolve the issue.

21 REVIEW AND AMENDMENT

- 21.1 The CCL and Waikato-Tainui agree that this Accord is a living document which should be reviewed to take account of future developments and additional opportunities.
- 21.2 The first review of this Accord will take place no later than three years from the Settlement Date. Thereafter it will be reviewed as agreed by the parties.
- 21.3 If however, the statutory or regulatory functions of the CCL should change prior to the first review taking place or prior to any review there after, then the parties, where agreed, can amend this Accord to ensure that the intent and integrity of the Accord is protected and maintained.
- 21.4 Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 18 of this Accord.
- 21.5 Waikato-Tainui and the CCL may only vary this Accord by agreement in writing.
- 21.6 In respect of the exercise of rights and obligations under this Accord:
- (a) any right of Waikato-Tainui will be exercised through the Waikato Raupatu River Trust; and
 - (b) where the CCL is required to engage, or otherwise interact, with Waikato-Tainui (including, without limit, making available information, consulting, informing Waikato-Tainui of certain matters, seeking advice, providing notice or assistance, or meeting with Waikato-Tainui), the CCL will satisfy that obligation by engaging, or otherwise interacting, with the Waikato Raupatu River Trust.

22 LIMITS OF ACCORD

- 22.1 This Accord does not override or limit:
- (a) legislative rights, powers or obligations; or
 - (b) the functions, duties and powers of the Minister, CCL and any officials under legislation; or
 - (c) the ability of the Crown to introduce legislation and change government policy; or
 - (d) the ability of the Crown to interact or consult with any other person, including any iwi, hapu, marae, whanau or their representative; or
 - (e) the legal rights and obligations of Waikato-Tainui.

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22.2 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.

23 DEFINITIONS AND INTERPRETATION

23.1 The provisions of this Accord shall be interpreted in a manner that best furthers the purpose of this Accord and is consistent with the principles set out in clause 5 of this Accord.

23.2 In this Accord, unless the context requires otherwise:

23.2.1 terms defined in the deed of settlement and the settlement legislation have the same meaning in this Accord;

23.2.2 Deed of Settlement means the Deed of Settlement in relation to the Waikato River signed on 17 December 2009; and

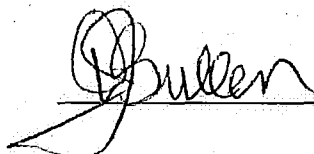
23.2.3 Settlement legislation means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Bill.

23.2.4 For the purposes of this Accord the Waikato River takes its definition from Section 12 of the deed of settlement.

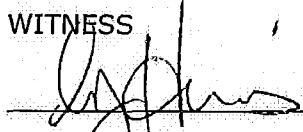
23.3 Subject to clause 22, the rules of interpretation in the deed of settlement apply to the interpretation of this Accord.

SIGNED as a deed on

SIGNED by
HER MAJESTY THE QUEEN
Acting by and through the
Commissioner of Crown Lands
in the presence of:

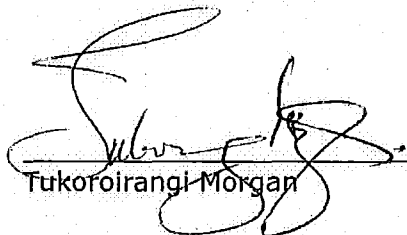


WITNESS



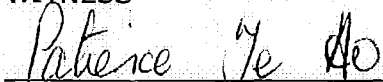
Name: CRAIG HARRIS

SIGNED for and on behalf
of **Waikato-Raupatu River Trust** by
Tukoroirangi Morgan
in the presence of:



Tukoroirangi Morgan

WITNESS



Name: PATIENCE TE AO