

**MANIAPOTO ENERGY AND RESOURCES ACCORD**

**Agreed by**

**The Minister of Energy and Resources**

**and**

**The Chief Executive of the Ministry of Business Innovation and Employment**

**and**

**Maniapoto through the Maniapoto Māori Trust Board**

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## ENERGY AND RESOURCES ACCORD

### PARTIES

THIS ACCORD is between

THE MINISTER OF ENERGY AND RESOURCES (the "Minister")

AND

THE CHIEF EXECUTIVE OF THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT (the "Chief Executive")

AND

THE MANIAPOTO MĀORI TRUST BOARD ("the Board")

### INTRODUCTION

1. On 27 September 2010 the Crown and the Maniapoto Trust Board ("the Board") signed:
  - a. a Deed in relation to the co-governance and co-management of the Waipa River (the "Deed"); and
  - b. the Waiwaia Accord (the "Waiwaia Accord").
2. The Waiwaia Accord is collateral to the Deed and is a solemn compact entered into by Maniapoto and the Crown.
3. The Waiwaia Accord is the primary, overarching Accord and accordingly sets the context for any Accord that is entered into between the Board and the Crown pursuant to clause 8.3 of the Deed. In the event there is an inconsistency between the Waiwaia Accord and any Accord entered into pursuant to clause 8.3, the Waiwaia Accord shall prevail. The Waiwaia Accord is appended to this Accord at Appendix "A".
4. The Maniapoto - Energy and Resources Accord is entered into pursuant to clause 8.3.10, of the Deed and will be added as a schedule to the Waiwaia Accord.
5. For the purposes of this Accord, the Board is the body defined in the Nga Wai o Maniapoto (Waipa River) Act 2012 which has an interest in energy and resources that exist within the Waipa River and its catchment.
6. Maniapoto have a responsibility in relation to the preservation, protection and management of the Waipa River. The role of kaitiaki is inextricably linked to whakapapa and has important cultural and spiritual dimensions.



## **PART ONE – PURPOSE, ACCORD AREA, CONTEXT, SCOPE AND LIMITS**

This part sets out the purposes, context, Accord Area and limits of this Energy and Resources Accord (the Accord).

### **PURPOSE**

7. The purpose of the Maniapoto – Energy and Resources Accord (the Accord) is to:
- reflect the commitment of the Crown and Maniapoto to enter a new era of co-management over the Waipa River for the overarching purpose of restoring and maintaining the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia;
  - set out how the Board, the Minister and the Chief Executive will establish and maintain a positive, co-operative and enduring relationship; and
  - ensure that the Crown will engage with Maniapoto to provide for the exercise of kaitiakitanga and the care and protection of the mana tuku iho o Waiwaia.

### **ACCORD AREA**

8. This Accord applies to the Waipa River as defined in:
- clause 17.1 of the Deed and identified as the area marked "C" on SO plan 409144 and on the map appended as Appendix "B" of this Accord; and
  - the Minister and Chief Executive acknowledge that Maniapoto interests and the exercise of kaitiakitanga include the Lower Waipa River and extend beyond the Accord Area.
9. The Minister and Chief Executive acknowledge that Maniapoto interests and the exercise of kaitiakitanga extend beyond the Accord Area. In the interests of achieving the principle of co-management the parties will 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 and within the Minister's and Chief Executive's respective responsibilities.

### **CONTEXT**

10. The Deed provides for the partnership between Maniapoto and the Crown established through the Treaty of Waitangi. The Accord reinforces the partnership approach, as established through the Co-Management Framework, and seeks to identify opportunities for collaboration between Maniapoto and the Ministry.
11. The Accord should be read together with the overarching Waiwaia Accord and in a manner that best furthers the overarching purpose of the Deed in Relation to Co-Governance and Co-Management of the Waipa River (the Deed).

### **SCOPE**

12. The Accord applies to all functions, responsibilities and actions of the Minister and Chief Executive that affect the quality and integrity of the Waipa River and its catchments, the Deed, the Waiwaia Accord, the Maniapoto legislation and the Maniapoto Objectives for the Waipa River.





## LIMITS OF THE ACCORD

13. 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 the Board.

## PART TWO - RELATIONSHIP PRINCIPLES

14. This part sets out the principles underlying this Accord, and the objectives and roles of the parties.

### RELATIONSHIP PRINCIPLES OF THE WAIWAIA ACCORD

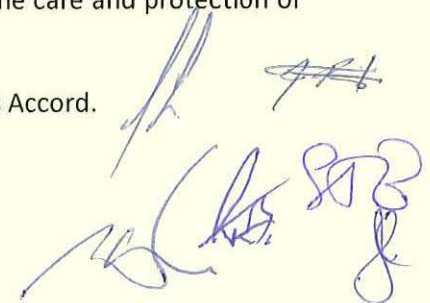
15. Maniapoto and the Crown aspire to a lasting and meaningful relationship based on a set of reciprocal, shared principles. These principles are set out in the overarching Waiwaia Accord.
16. The relationship principles as set out in Clause 1 of the Waiwaia Accord underlie:
- a. the relationship of Maniapoto with the Waipa River; and
  - b. this Accord.

### JOINT OBJECTIVE

17. The Board and the Minister are committed to the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.

### MANIAPOTO ROLE AND OBJECTIVES

18. The responsibility of the iwi of Maniapoto is to protect Te Mana o Te Wai and the exercise kaitiakitanga. It is intergenerational and extends to the care and protection of te mana tuku iho o Waiwaia and the instillation of knowledge and understanding within Maniapoto and the Waipa River communities about the nature and history of Waiwaia.
19. The role of the Board is to:
- a. commit to achieving the purpose of this Accord;
  - b. give effect to the purpose, joint objective and relationship principles in this Accord;
  - c. work collaboratively with the Minister and the Chief Executive to restore, maintain and protect the quality and integrity of the Waipa River and the care and protection of the mana tuku iho o Waiwaia; and
  - d. assist in the implementation of the deliverables related to this Accord.



20. The role of the Board is also to give effect to the Deed and the Waiwaia Accord and the overarching purpose of the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia and includes contributing to the following:
- a. the development of shared objectives and long-term strategic goals;
  - b. the development of an implementation strategy;
  - c. agreement on joint work projects;
  - d. engagement on policy, planning and decision-making processes set out in this Accord;
  - e. the sharing of information; and
  - f. other relevant matters.

#### **MANIAPOTO OBJECTIVES FOR THE WAIPA RIVER**

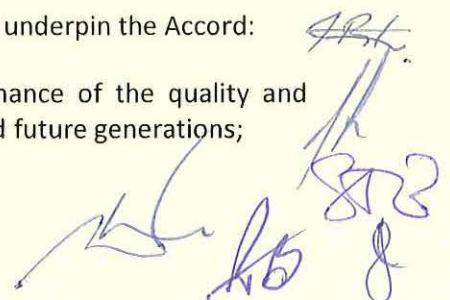
21. The Board will issue its objectives for the Waipa River under clause 4 of the Deed. Once effective under clause 4.4 or 4.7, the objectives will be appended as a schedule to this Accord.

#### **ROLE OF THE MINISTER OF ENERGY AND RESOURCES AND THE CHIEF EXECUTIVE OF THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT**

22. The Minister and the Chief Executive have certain functions, powers and duties in terms of the Crown Minerals Act ("the Act") and in the development and implementation of the Government's energy and resources policy.
23. The Minister's and the Chief Executive's specific roles relevant to this Accord include:
- a. administration of the Crown Mineral estate, which includes allocating permits for prospecting, exploration and mining of Crown owned minerals;
  - b. the development of minerals programmes under the Act;
  - c. the monitoring of the effect and implementation of minerals programmes and mineral permits; and
  - d. the development and implementation of energy and resources policy.

#### **SHARED ACKNOWLEDGEMENTS**

24. Maniapoto and the Crown maintain their own viewpoints in respect of the Waipa River that converge in the objective to restore and maintain the quality and integrity of the Waipa River. The parties agree that protective measures are necessary to safeguard the Waipa River from further deterioration and that the co-governance and co-management arrangements contained within this Accord will provide for the restoration and maintenance of the Waipa River.
25. The parties agree the following acknowledgements and aspirations underpin the Accord:
- a. the parties are committed to the restoration and maintenance of the quality and integrity of the Waipa River and its catchment for present and future generations;

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- b. Maniapoto have a unique and evolving relationship with the Waipa River and its catchment;
- c. the Waipa River is an integral part of the tikanga, kawa, mātauranga and life of Maniapoto;
- d. the parties are committed to a new era of co-governance and co-management;
- e. 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 Waipa River;
- f. better outcomes need to be achieved for the Waipa River and its catchment, particularly in relation to management processes and environmental results;
- g. the co-management framework enables change that will include Maniapoto involvement in decision-making; and
- h. the parties will embrace new, holistic and collaborative ways of working together.

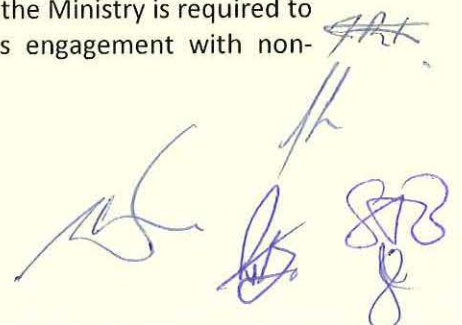
### **PART THREE - STRATEGIC COLLABORATION**

#### ***JOINT WORK PROJECTS AND RESEARCH OPPORTUNITIES***

- 26. The Board and the Ministry will discuss opportunities for joint work projects and research opportunities. Where such opportunities are identified, they will be included in the implementation strategy for this Accord.

#### ***ENGAGEMENT ON POLICY DEVELOPMENT AND ADVICE***

- 27. Understanding Māori perspectives is vital to producing quality policy advice, and understanding Maniapoto perspectives is an important part of this. To that end, Maniapoto shall input into the policy process by, for example, the testing of ideas, concepts and draft policy formulated by the Ministry.
- 28. The Ministry will engage early with Maniapoto with respect to the development and implementation of policy in relation to the Energy and Resources portfolio that has reasonable potential to impact on the Accord Area.
- 29. The Ministry will proactively seek and be cognisant of Maniapoto views and values in representing the Māori perspective on policy within the Energy and Resources portfolio, particularly where policy initiatives pertain to the Waipa River.
- 30. Where policy is being formally 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 advocate for, and support consultation with, Maniapoto in order to appropriately inform the development of the policy, and mitigate the risk of adverse impacts on the Crown's on-going relationship with and responsibilities to Maniapoto and the intent of this Accord.
- 31. The Ministry acknowledges the value of engaging with Maniapoto on such policy initiatives as a dimension of the policy formation process. 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 Maniapoto.

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## **ADMINISTRATION OF THE CROWN MINERALS ESTATE UNDER THE CROWN MINERALS ACT**

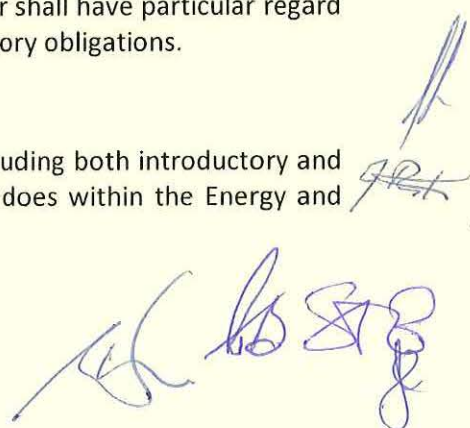
32. The Chief Executive will engage directly with the Board in regard to any of the following matters which have the potential to relate, whether wholly or in part, to the Accord Area:
- a. on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in Accordance with section 24 of the Crown Minerals Act and the relevant minerals programme);
  - b. when any application for a petroleum exploration permit is received, except where the application relates to a block offer over which consultation has already taken place;
  - c. when any application to amend a petroleum exploration permit, by extending the land to which the permit relates, is received;
  - d. on the planning of a competitive tender over a specific area with defined boundaries available for allocation as a permit in Accordance with section 24 of the Crown Minerals Act and any relevant minerals programme);
  - e. when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under 32(d) or where the application relates to newly available acreage;
  - f. when the Chief Executive (as the secretary under the Crown Minerals Act) proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum;
  - g. whether any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit, is received;
  - h. on the preparation of new minerals programmes; and
  - i. on the amendment of minerals programmes.

## **MANIAPOTO IWI ENVIRONMENTAL MANAGEMENT PLAN**

33. The Ministry will support the development of the Maniapoto Iwi Environmental Management plan through providing advice, information and/or facilitation.
34. Where agreed between the Ministry and the Board, the Chief Executive shall have particular regard to the Maniapoto Iwi Environmental Plan when dealing with matters relating to this Accord.
35. Where agreed between the Minister and the Board, the Minister shall have particular regard to the Maniapoto Iwi Environmental Plan when exercising statutory obligations.

## **CAPABILITY BUILDING AND TRAINING**

36. The Ministry will provide training to Maniapoto as required including both introductory and refresher training on the role of the Ministry and the work it does within the Energy and Resources portfolio.



37. The Board will provide a training programme educating Ministry staff and contractors, particularly those who are regularly involved in work in the Accord area, on the:
- a. values and practices of Maniapoto;
  - b. objectives of Maniapoto in relation to the Waipa River; and
  - c. the Maniapoto Iwi Environmental Management Plan.
38. Both parties will work together to raise awareness of the Accord and its implementation within each organisation.

#### ***INTERNSHIPS/ SECONDMENTS/HOLIDAY EMPLOYMENT***

39. Where opportunities for internships, secondments, university holiday employment or relevant project work in the Energy and resources portfolio, the Ministry will notify Maniapoto and ascertain whether they have candidates that wish to apply.
40. The parties will review the issue of secondments, internships and holiday employment at the annual relationship meeting and record any agreements in the implementation strategy.

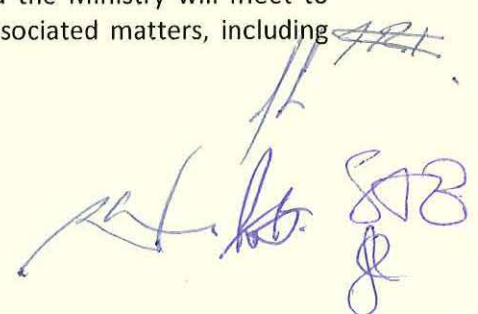
#### ***INFORMATION SHARING***

41. The parties to the Accord recognise the benefit of mutual information exchange. To this end, the Ministry and the Board will exchange any information that is potentially relevant to, and may assist with, the effective integrated management of Crown minerals within the scope of the Accord.
42. In addition to the provision of information in accordance with clause 40 of the Accord, the Ministry will:
- a. advise the Board of any proposed policy changes or directions, or proposed legislative changes initiated by Ministry that have the potential to impact on the Accord area as soon as reasonably practicable once such proposals become known to the Ministry; and
  - b. if requested by Maniapoto, advise of, and make available to Maniapoto any technical data held by the Ministry that may have a bearing within the Accord Area.
43. For the avoidance of doubt, the obligations in this 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 under the grounds set out under the Official Information Act 1982.

### **PART FOUR – IMPLEMENTATION**

#### ***IMPLEMENTATION STRATEGY***

44. For the Accord to work effectively, it is integral for the parties to work together, both with each other and with other entities if required.
45. Within 12 months of the signing of this Accord, the Board and the Ministry will meet to discuss the development of an implementation strategy and associated matters, including timeframes and priorities.

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46. The Chief Executive will appoint an official at an appropriately senior level to oversee the Accord. The role of this position will include:
- a. ensuring the outcomes and deliverables of the Accord are achieved in a timely manner;
  - b. being the key point of contact for any matters relating to the Accord;
  - c. ensuring the annual relationship meeting between Maniapoto and the Ministry is co-ordinated in a timely manner.

#### ***ANNUAL RELATIONSHIP MEETINGS AND ANNUAL REPORTING***

47. Annual relationship meetings between representatives of the Board and the Ministry will be held to discuss matters of mutual interest and the implementation of the Accord.
48. Any decisions or agreements relating to the implementation of the Accord that are reached at the meeting will be recorded in an implementation strategy.
49. Before each meeting, the Board and the Ministry will agree on an agenda that may include:
- a. reports on the work that each party has carried out within that financial year within the scope of the Accord;
  - b. descriptions on how the long term objectives of the relationship are being achieved; and
  - c. outlining work planned for the next financial year.

#### ***MAINTAINING THE RELATIONSHIP***

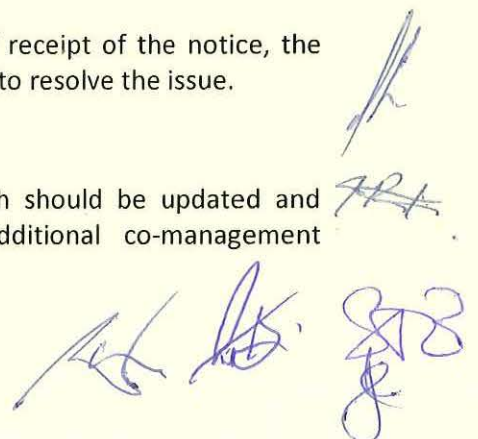
50. Where elements of the Accord may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outputs and outcomes of the Accord.
51. Outside of the relationship meetings, relevant representatives of the parties will meet as required.

#### ***ESCALATION OF MATTERS***

52. 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.
53. As soon as practicable upon receipt of the notice referred to in paragraph 51, the Ministry and the Board representative(s) will meet to work in good faith to resolve the issue.
54. If the dispute has not been resolved within 20 working days of receipt of the notice, the Chief Executive of the Ministry and the Chief Executive Officer of the Board will meet in good faith to resolve the issue.
55. If the dispute has not been resolved within 40 working days of receipt of the notice, the Minister and the Chairperson of the Board will meet in good faith to resolve the issue.

#### ***REVIEW AND AMENDMENT***

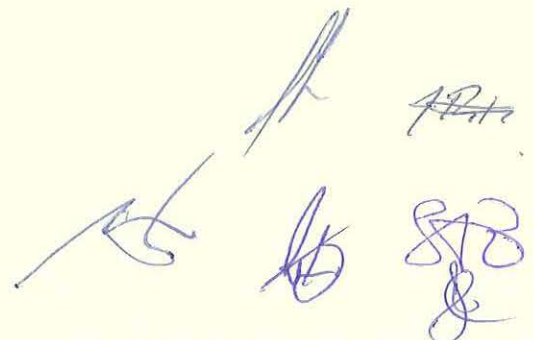
56. The parties agree that the Accord is a living document, which should be updated and adapted to take account of future developments and additional co-management opportunities.

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57. The first review of this Accord will occur within two years of the effective date. Thereafter, unless otherwise agreed the Accord will be reviewed on a three yearly basis. The review of the Accord will be agreed between all parties.
58. Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clauses 52 to 55 of the Accord.
59. The parties may only vary the Accord by agreement in writing.

#### **PART 5 - DEFINITIONS AND INTERPRETATION**

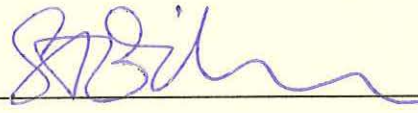
60. The provisions of the Accord will be interpreted in light of its purpose, context and the principles referred to in paragraphs 7 to 23 of this Accord.
61. In the Accord –
- a. terms and expressions defined in the Accord have the same meaning as in the overarching Waiwaia Accord and in the Deed and corresponding legislation;
  - b. 'co-management framework' includes the co-governance and co-management relationships, instruments, functions, duties and powers established by and evolving from the Deed in Relation to Co-Governance and Co-Management of the Waipa River and the corresponding Nga Wai o Maniapoto (Waipa River) Act 2012;
  - c. 'the parties' means the Maniapoto Māori Trust Board, the Minister of Energy and Resources and the Chief Executive of the Ministry of Business, Innovation and Employment;
  - d. 'Maniapoto' means the Maniapoto Māori Trust Board or its successor unless the context suggests otherwise;
  - e. 'Minister' means the Minister of Energy and Resources;
  - f. 'Ministry' means the Ministry of Business, Innovation and Employment; and
  - g. 'Chief Executive' means the Chief Executive of the Ministry of Business, Innovation and Employment.

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THIS MANIAPOTO MĀORI TRUST BOARD ENERGY AND RESOURCES PORTFOLIO ACCORD is signed on 27 Nov 2013.

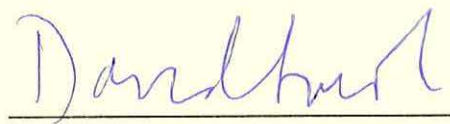
SIGNED by THE MINISTER OF ENERGY AND RESOURCES

  
X


in the presence of:

  
WITNESS J Cunningham  
Occupation: Senior Private Secretary  
Address: 4 Elebeue Terrace  
Thorndon  
Wellington

SIGNED by THE CHIEF EXECUTIVE OF THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT:

  
X

in the presence of:

WITNESS   
Name: J Gell  
Occupation: EA  
Address: 116 Mairangi Rd  
Wilton  
Wellington

 J R. K.

X Janise Hine-Kapetiu Eketone - Secretary

X Weo Maag - Member

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APPENDIX "A" – WAIWAIA ACCORD

**MANIAPOTO**  
**and**  
**THE MANIAPOTO MAORI TRUST BOARD**  
**and**  
**THE SOVEREIGN**  
**in right of New Zealand**

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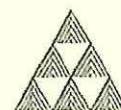
**WAIWAIA ACCORD**

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**27 September 2010**

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## WAIWAIA ACCORD

**THIS DEED** is made between

**MANIAPOTO**

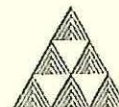
and

**THE MANIAPOTO MAORI TRUST BOARD**

and

**THE SOVEREIGN in right of New Zealand**

ARI  
STB  
J



## TE MANA TUKU IHO O WAIWAIA

Ko te mauri, ko te waiora o te Waipa ko Waiwaia  
Ko Waipa te toto o te tangata! Ko Waipa te toto o te whenua,  
koia hoki he wai Manawa whenua!

Ko Waipa teteahi o nga taonga o Maniapoto whanui.

Ancestral authority handed down from generation to generation  
in respect of Waiwaia,  
Guardian of the Waipa River.

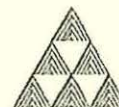
The importance of Waiwaia to Maniapoto is boundless. The Waipa River, through Waiwaia, provides for its people the necessary instruments of life: -

- Its clear running water abound with food of countless descriptions
- Its flat, arable fertile lands growing bountiful crops
- Its waters yielding to river-travelling canoes of varying sizes
- Forests that sustain infinite birds of diverse breeds and colours
- Its clear running waters giving out a spiritual essence in reverence of its people in times of conflict and strife
- Dexterity to sustain life in all shapes and forms.

Waiwaia is the spiritual guardian of all things that are the Waipa River, notwithstanding what it provides and represents to all.

*Maniapoto will again stand tall on its river*

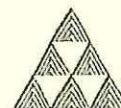
Na John Kaati enei korero



## BACKGROUND

- A. For the overarching purpose of restoring and protecting the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia, Maniapoto and the Crown:
- (i) are parties to a Deed In Relation to Co-Governance and Co-Management of the Waipa River dated 27 September 2010; and
  - (ii) have agreed to work together in a new era of co-governance and co-management over the Waipa River.
- B. This Waiwaia Accord is a solemn compact entered into by Maniapoto and the Crown to:
- (i) affirm the commitment of Maniapoto and the Crown to enter a new era of co-governance and co-management over the Waipa River for the overarching purpose of restoring and maintaining the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia;
  - (ii) reflect the unity of commitment to respect and care for the Waipa River and the mana tuku iho o Waiwaia;
  - (iii) enhance and sustain the on-going relationship between Maniapoto and the Crown;
  - (iv) oversee and protect the integrity of the agreements set out in the Deed in relation to Co-Governance and Co-Management of the Waipa River and the Maniapoto legislation;
  - (v) provide, within a framework of integrated management, for the exercise of kaitiakitanga responsibilities in accordance with Maniapoto tikanga; and
  - (vi) recognise, provide for and sustain the special relationship, which is expressed in the statements of significance recognised in the Deed in relation to Co-Governance and Co-Management of the Waipa River, that Maniapoto has with the Waipa River.
- C. The Crown and Maniapoto recognise that:
- (i) the Waipa River is a significant contributor to the waters of the Lower Waikato River; and
  - (ii) the effective implementation of the co-governance and co-management arrangements to restore and protect the quality and integrity of the waters that flow into and form part of the Waipa River is inextricably tied to the health and wellbeing of the Waikato River.
- D. Maniapoto have interests in:-
- (i) the Lower Waipa River which are recognised in the co-governance framework for the Waikato River; and
  - (ii) the Upper Waipa River, which are recognised exclusively in the Deed in relation to Co-Governance and Co-Management of the Waipa River.





## AGREEMENTS

### Principles

1. Maniapoto and the Crown aspire to a lasting and meaningful relationship based on a set of shared and reciprocal principles. This Waiwaia Accord and the Deed in relation to Co-Governance and Co-Management of the Waipa River are to be implemented in a manner that recognises those principles and reflects their relationship one to the other, namely:

#### A. RANGATIRATANGA

To Maniapoto, rangatiratanga:

- (i) means only Maniapoto can represent Maniapoto interests within the Maniapoto rohe; and
- (ii) includes Maniapoto decision-making within the Maniapoto rohe and tino rangatiratanga over Maniapoto knowledge and resources.

#### B. KAWANATANGA

The Crown provides laws and makes decisions for the community as a whole having regard to the economic and other needs of the day. Parliament has sovereign authority to make laws for the good and security of the country, including Maori and the wider community.

Obligations and agreements entered into by the Crown (including Ministers) depend upon the capability, resources, and mandated work programmes of the responsible departments, Crown agencies, statutory officers, and chief executives, and the priorities of the government of the day.

#### C. TREATY OF WAITANGI

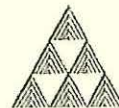
Maniapoto and the Crown are partners under the Treaty of Waitangi and the agreements in the Deed in relation to Co-Governance and Co-Management of the Waipa River, which are given effect through the Maniapoto legislation, are sourced in this Treaty relationship.

#### D. TE MANA O TE WAI

Te Mana o Te Wai (the quality and integrity of the waters) is paramount to Maniapoto. Historically, Te Mana o Te Wai was such that it would provide all manner of sustenance to Maniapoto including physical and spiritual nourishment that has over generations maintained the quality and integrity of Maniapoto marae, whanau, hapu and iwi.

#### E. NGA WAI O MANIAPOTO

The deep felt obligation of Maniapoto to restore, maintain and protect all waters within the Maniapoto rohe (Nga Wai o Maniapoto), including the waters that flow into and form part of the Waipa River, whether the waters are above, on or underground.



F. TE MANA O TE WAIPA

The relationship between Maniapoto and the Waipa River is historic, intellectual, physical and spiritual. To Maniapoto the Waipa River has mana and in turn represents the mana of Maniapoto. This relationship requires the restoration and maintenance of te mana o te wai.

The restoration and maintenance of the Waipa River, as part of a larger catchment, needs to be coordinated as a whole, consistent with the desire of Maniapoto to keep intact the mauri of the Waipa River, ko Waiwaia, in its entirety.

G. TE MANA TUKU IHO O WAIWAIA

The deep felt obligation of Maniapoto to care for and protect Te Mana Tuku Iho o Waiwaia and to instil knowledge and understanding within Maniapoto and the Waipa River communities about the nature and history of Waiwaia.

H. KAITIAKITANGA

Kaitiakitanga is integral to the mana of Maniapoto and requires:

- (i) restoration of the relationship of Maniapoto with the wai;
- (ii) restoration and maintenance of the ability of nga wai o Maniapoto to provide for the practice of manaakitanga;
- (iii) recognition and respect for the kawa, tikanga and kaitiakitanga of the marae, whanau, hapu and iwi of the Waipa River; and
- (iv) encouragement and empowerment of active involvement by Maniapoto in the expression of their kaitiaki responsibilities.

I. CO-GOVERNANCE AND CO-MANAGEMENT

Maniapoto and the Crown have committed to a new approach involving co-governance and co-management through:

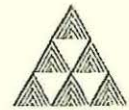
- (i) a collaborative approach that reflects partnership;
- (ii) the highest level of good faith engagement; and
- (iii) consensus decision-making as a general rule,

while having regard to statutory frameworks and kaitiakitanga responsibilities of Maniapoto.

J. INTEGRATION

To be effective, co-management must be implemented and achieved at a number of levels and across a range of agencies including the Crown and local and regional authorities and within a co-governance framework that reflects the shared aspirations of each of the iwi for whom the Waipa River and the Waikato River have significance.





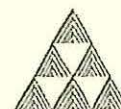
## K. INTEGRITY

Maniapoto and the Crown share a commitment to act to protect the integrity of the Deed in relation to Co-Governance and Co-Management of the Waipa River and this Waiwaia Accord and to do so in a manner that is consistent with and achieves co-governance and co-management of the Waipa River.

### Relationship Forum

2. Maniapoto and the Crown will establish a relationship forum that is constituted by meetings.
3. The following provisions apply to the meetings described in clause 2:
  - (a) the objectives of the meeting are to discuss:
    - (i) the health of the relationship between Maniapoto and the Crown in so far as it relates to the Waipa River;
    - (ii) the implementation of, or any issues arising from, the Deed in relation to Co-Governance and Co-Management of the Waipa River and Maniapoto legislation;
    - (iii) the implementation of, or any issues arising from, the further Accords incorporated into this Waiwaia Accord by way of schedules;
    - (iv) whether any new Accords should be entered into with other Ministers and added as a further schedule to this Waiwaia Accord;
    - (v) any proposed changes in matters of law or policy relating to or affecting the Waipa River;
    - (vi) issues of shared importance relating to areas and resources associated with the Waipa River; and
    - (vii) the health of the relationship between Maniapoto and Environment Waikato and other relevant local authorities;
  - (b) the following individuals will attend the meetings:
    - (i) one representative of Maniapoto who is the Maniapoto representative on the co-governance entity;
    - (ii) further representatives of Maniapoto appointed by the Maniapoto Maori Trust Board;
    - (iii) the following Ministers (or a delegate nominated by each Minister, provided that the delegate is either another Minister or the chief executive of the relevant department for which the Minister is responsible):
      - the Prime Minister;
      - the Minister for Treaty of Waitangi Negotiations;

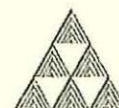




- the Minister for the Environment; and
  - the Minister of Maori Affairs; and
- (iv) any other individual that Maniapoto and the Crown agree should attend a particular meeting, including any Minister whose portfolio is relevant to the matters to be discussed at that meeting (if that Minister agrees), representatives of other iwi, and Crown officials;
- (c) meetings will be held annually on dates, and at venues, to be agreed by Maniapoto, the Ministers and other attendees who are to attend the meeting, provided that the first meeting will be held within 6 months of the date of this Waiwaia Accord;
- (d) before each meeting, Maniapoto and the Crown must each send to the other a suggested list of agenda items for that meeting;
- (e) the Crown will provide a secretariat for the meeting; the secretariat's role includes:
- (i) documenting the agenda for, and giving notice of, meetings;
  - (ii) preparing the minutes of meetings;
  - (iii) providing reports to the participants at meetings; and
  - (iv) such other services as may be agreed at a meeting; and
- (f) each attending party will meet that party's own costs and expenses relating to a meeting.

#### Accords

4. Part 8 of the Deed in relation to Co-Governance and Co-Management of the Waipa River refers to the signing of this Waiwaia Accord by the Crown and Maniapoto and provides that further accords will be entered into between Maniapoto and the Ministers and persons listed below, namely:
- (a) the Minister of Fisheries and Aquaculture and the chief executive of the Ministry of Fisheries;
  - (b) the Minister of Conservation and the Director-General of Conservation;
  - (c) the Minister for the Environment;
  - (d) the Minister of Maori Affairs;
  - (e) the Minister for Land Information;
  - (f) the Minister for Arts, Culture and Heritage;
  - (g) the Minister of Local Government;
  - (h) the Minister of Agriculture;
  - (i) the Minister for Biosecurity;



- (j) the Minister of Energy and Resources;
  - (k) the Commissioner of Crown Lands; and
  - (l) any other Ministers or persons agreed under clause 8.4 of the Deed in relation to Co-Governance and Co-Management of the Waipa River.
5. Further accords between Maniapoto and the Ministers and persons listed above in clause 4 will be:
- (a) developed and finalised in accordance with the process agreed in Part 8 of the Deed in relation to Co-Governance and Co-Management of the Waipa River;
  - (b) entered into and added as a schedule to this Waiwaia Accord; and
  - (c) implemented in a manner that is consistent with the underlying principles described in clause 1.

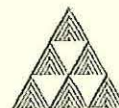
#### Information sharing

6. In order to facilitate the discussions, processes and agreements that are intended to be implemented between Maniapoto, the Crown and local authorities pursuant to the Deed in relation to Co-Governance and Co-Management of the Waipa River:
- (a) the Crown will disclose to Maniapoto all relevant information held by the Crown (including its agencies and agents); and
  - (b) Maniapoto will ensure the Crown is sufficiently informed about the relevant interests and customs of Maniapoto.
7. The Crown's agreement under clause 6 to disclose relevant information is based on the principle of availability under section 5 of the Official Information Act 1982 but the Crown will not be in breach of its agreement where the Crown is prevented at law from disclosing information or where there is good reason for withholding information in accordance with Part 1 of the Official Information Act 1982.

#### Facilitation

8. The Crown will facilitate engagement between Maniapoto and local authorities, non-government agencies and third parties in order to assist Maniapoto in the implementation of:
- (a) the co-management arrangements under the Deed in relation to Co-Governance and Co-Management of the Waipa River;
  - (b) agreements under this Waiwaia Accord; and
  - (c) any related initiatives for:
    - (i) achieving the overarching purpose of the Deed in relation to Co-Governance and Co-Management of the Waipa River; and





- (ii) implementing the co-governance framework and co-management arrangements in relation to the Waipa River.

### **New legislation**

9. In the development and drafting of any new legislation the Crown will consider whether, by analogy with the nature and subject matter of the statutes in which the Vision and Strategy is given recognition, such new legislation should also include express legislative recognition of the Vision and Strategy in the same or substantially similar form.

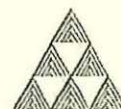
### **Review**

10. A review of this Waiwaia Accord will be held by the parties at every 4<sup>th</sup> meeting of the relationship forum. As part of the review, the participants at the meeting will discuss:
- (a) whether the relationship meetings have successfully fulfilled the objectives described in clause 3(a); and
  - (b) whether changes should be made to assist meeting those objectives, including changes to:
    - (i) the participants at relationship meetings (including whether other Ministers should attend);
    - (ii) the operational procedures relating to relationship meetings (including the frequency and venue of meetings); and
    - (iii) the secretariat for relationship meetings;
  - (c) whether the objectives of relationship meetings should be expanded; and
  - (d) whether there is still a need for relationship meetings to continue.
11. The participants at the review meeting are to conduct that review in good faith and must use their best endeavours to reach agreement in relation to any changes that are proposed at that review.
12. If those participants are unable to reach agreement in relation to a proposed change, the participants at each of the next four relationship meetings are to continue to:
- (a) hold those meetings on the same basis that prevailed at the time of the review (unless they can agree on the proposed change); and
  - (b) discuss, as an agenda item, the proposed change and use their best endeavours to reach agreement on it.

### **Future negotiation of historical Treaty of Waitangi claims of Maniapoto**

13. The Deed in relation to Co-Governance and Co-Management of the Waipa River is not intended to settle, or to have any effect on, any historical claims of Maniapoto under the Treaty of Waitangi relating to the Waipa River or its catchment and does not comprise or relate to a settlement of historical claims of Maniapoto under the Treaty of Waitangi.





14. As at the date of this Waiwaia Accord, Maniapoto has yet to seek a mandate to negotiate the settlement of historical claims against the Crown under the Treaty of Waitangi.
15. Pending the negotiation of historical claims of Maniapoto under the Treaty of Waitangi Maniapoto and the Crown share an ongoing commitment to ensure the protection of Maniapoto interests that may be affected by the historical Treaty of Waitangi negotiations of other claimants.
16. Until such time as the Crown recognises the mandate of a Maniapoto entity or group to negotiate the settlement of historical claims of Maniapoto under the Treaty of Waitangi the Crown will include the Maniapoto Maori Trust Board in any engagement with Maniapoto in respect of the historical Treaty of Waitangi negotiations of other claimants.

#### **Collateral deed**

17. This Waiwaia Accord shall have effect as a collateral deed to the Deed in relation to Co-Governance and Co-Management of the Waipa River.

#### **Binding nature of agreements**

18. For the avoidance of doubt, the agreements in this Waiwaia Accord that are not conditional on the enactment of the Maniapoto legislation continue:
  - (a) even though legislation has not been enacted; and
  - (b) to the extent they are not inconsistent with that legislation when enacted.

#### **Variation**

19. Maniapoto and the Crown may only vary this Waiwaia Accord by agreement in writing.

#### **Definitions and interpretation**

20. The provisions of this Waiwaia Accord and any accords entered into under this Waiwaia Accord shall be interpreted in a manner that best furthers the purpose of this Waiwaia Accord and is consistent with the underlying principles set out in this Waiwaia Accord.
21. In this Waiwaia Accord, unless the context requires otherwise, terms defined in the Deed in relation to Co-Governance and Co-Management of the Waipa River have the same meaning in this Waiwaia Accord.
22. Subject to clause 20, the rules of interpretation set out in the Deed in relation to Co-Governance and Co-Management of the Waipa River apply to the interpretation of this Waiwaia Accord.



**SIGNED** as a deed on 27 September 2010

**SIGNED** for and on behalf of  
**THE SOVEREIGN**  
in right of New Zealand by the Minister  
for Treaty of Waitangi Negotiations  
in the presence of:

*Christopher Finlayson*  
Hon Christopher Finlayson

**WITNESS**

*NOPEBN*

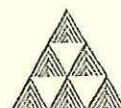
Name: *Louise Upston*

Place of Residence: *Karapiro*

Occupation: *Member of Parliament Taupo*







Other signatories



*John T. Pui*

*Rama Ormsby*

*Darren Lockman*



*Jamui Temomawa papika-  
Stephens*

*Corey Stephens*

*[Signature]* *[Signature]*  
12 *[Signature]*



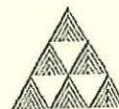
Other signatories

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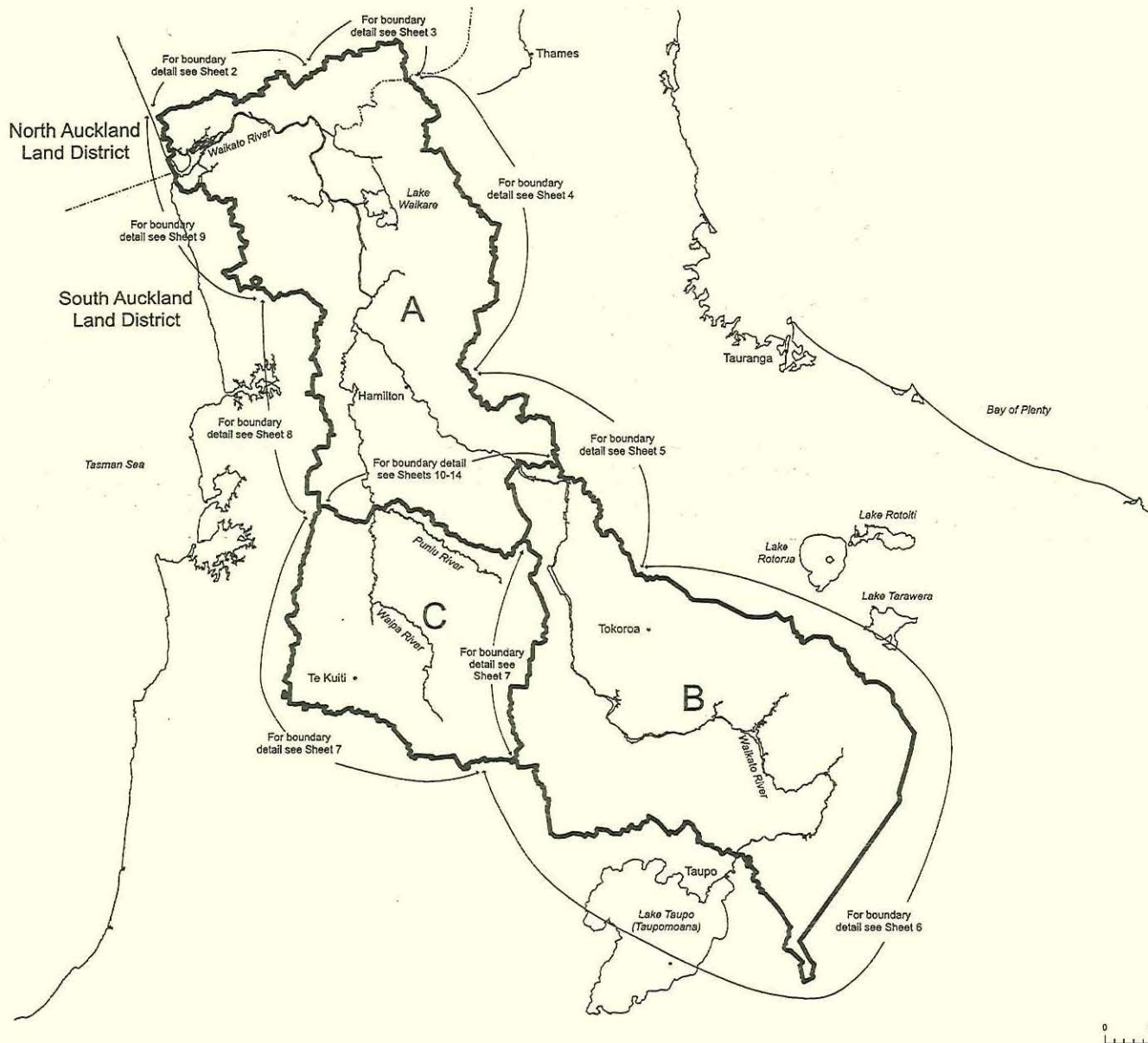
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APPENDIX "B" – WAIPA ACCORD AREA MAP

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Notes:  
Where the boundary is shown along a river or road it follows the middle line of legal road or physical river unless shown otherwise.

.....  
for and on behalf of Maniapoto.

.....  
for and on behalf of the Crown.

Jurisdiction boundaries are reproduced in terms of the Waikato River and Waipa River Catchment analysis supplied by Environment Waikato. Boundaries have been aligned to the cadastral core record system as at July 2008. Alignment has been made, where possible, to the nearest appropriate legal boundary, road or river.

Land Districts: South Auckland and  
North Auckland  
Regional Authority: Environment Waikato

## WAIPA RIVER AND WAIKATO RIVER CO-GOVERNANCE AREAS

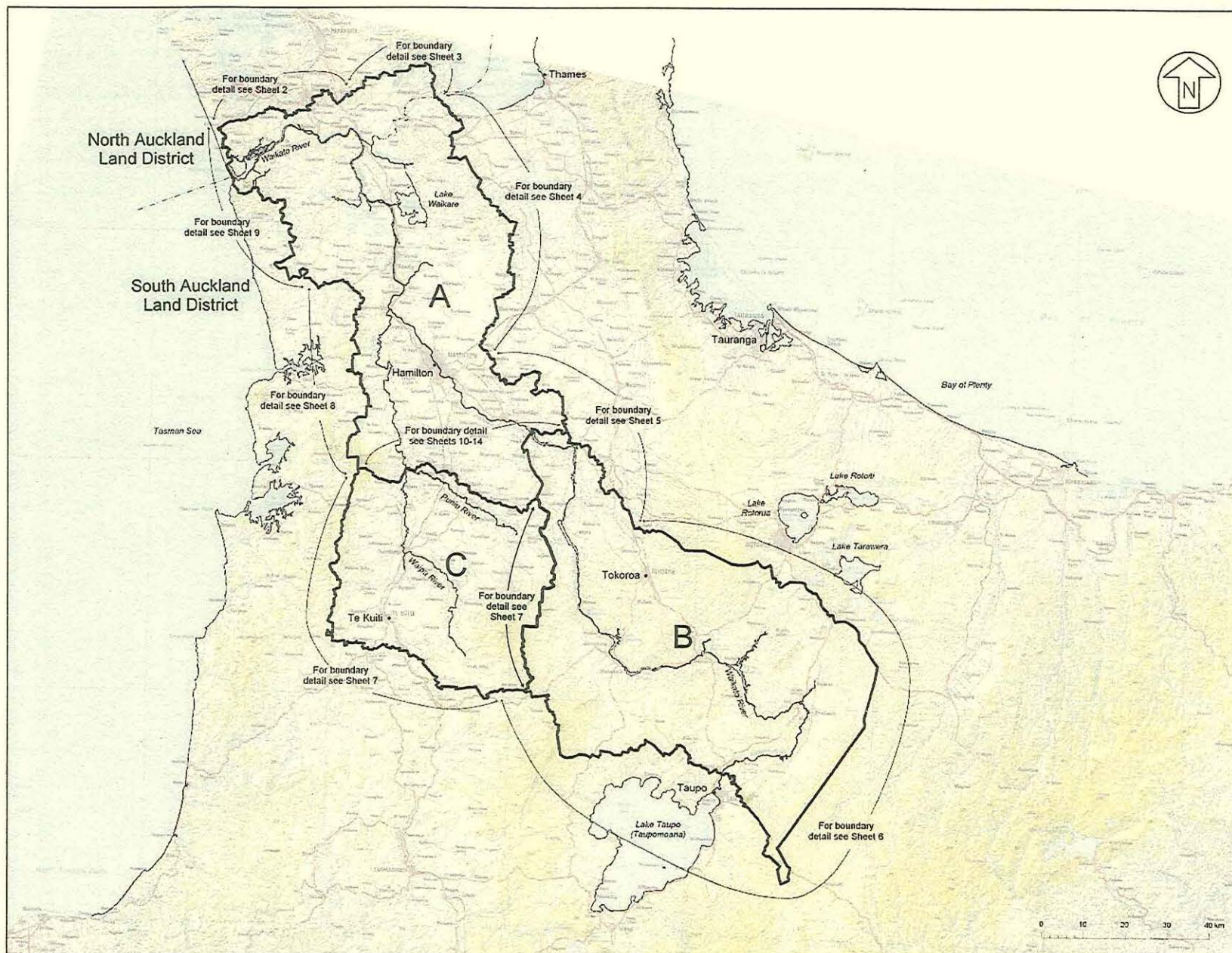
UPPER WAIIPA RIVER CATCHMENT  
area marked C hereon.  
Prepared by Office of Treaty Settlements  
Date June 2010

Sheet 1 only

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Received  
Instructions

**SO 409144**





Notes:  
Where the boundary is shown along a river or road it follows the middle line of legal road or physical river unless shown otherwise.

.....  
for and on behalf of Maniapoto.

.....  
for and on behalf of the Crown.

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Land Districts: South Auckland and  
North Auckland  
Regional Authority: Environment Waikato

## WAIPA RIVER AND WAIKATO RIVER CO-GOVERNANCE AREAS

UPPER WAIPA RIVER CATCHMENT  
area marked C hereon.  
Prepared by Office of Treaty Settlements  
Date June 2010

For boundary detail refer to cadastral  
Diagram Sheets 2 - 14.

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Received  
Instructions

**SO 409144**