



**TE POARI MATUA O RAUKAWA**  
**RAUKAWA SETTLEMENT TRUST**

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## **RAUKAWA – 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**

**Raukawa, through the Raukawa Settlement Trust**



**Ministry of Business,  
Innovation & Employment**

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## **PART ONE - RELATIONSHIP**

### **PURPOSE**

1. The purpose of the Raukawa – Energy and Resources Portfolio Accord (the Accord) is to:
  - a. reflect the commitment of the Crown and Raukawa to enter a new era of co-management over the Waikato River with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations;
  - b. set out how Raukawa, the Minister of Energy and Resources (the Minister) and the Chief Executive of the Ministry of Business, Innovation and Employment (the Chief Executive) will establish and maintain a positive, co-operative and enduring relationship; and
  - c. ensure that the Crown, through the Minister, will engage with Raukawa to provide for the exercise of mana whakahaere.

### **CONTEXT**

2. The Accord is part of, and subject to the terms of the overarching Raukawa-Crown Accord. It should also be read in a manner that best furthers the overarching purpose of the Raukawa 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 and adapted 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 Raukawa and the Crown, which seeks to recognise the special relationship 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 Raukawa and the Ministry of Business, Innovation and Employment (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 in the Raukawa-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 [Raukawa-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.*

#### **RAUKAWA STATEMENT OF SIGNIFICANCE**

- 7. Over the generations Raukawa have developed tikanga or protocols that embody a profound respect for their tribal area, flora, fauna, geography and all life within it. Their tikanga recognises that if people care for their environment, the environment will continue to sustain the people for generations to come.
- 8. As kaitiaki within their takiwā, Raukawa hold a unique and special responsibility under tikanga to preserve, protect and manage sustainably natural, physical and historical resources. The tribal aspiration is a future where cultural, social, environmental and economic objectives are balanced not only for tribal members but those people living within the tribal area.
- 9. Raukawa as mana whenua, are also farmers, foresters, geothermal developers, investors, and providers of a wide range of services to the community. In carrying out these many roles and responsibilities, Raukawa recognises that only through partnership and collaboration will the tribal aspirations be realised.
- 10. In ensuring better overall environmental outcomes within the Raukawa takiwā, and specifically for the Waikato River and its catchment, Raukawa believes it is imperative that their relationship with the Minister is enhanced and nurtured. In enabling support and mutual understanding over time, Raukawa seek to achieve mutually agreeable goals including an integrated approach to environmental management and a more sustainable future.

#### **ROLE OF RAUKAWA**

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

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

13. The Minister and the Chief Executive have certain functions, powers and duties in terms of the (Crown Minerals) Act and in the development and implementation of the Government's energy and resources policy.
14. The Minister's and the Chief Executive's specific roles relevant to the 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***

15. The Waikato River is a taonga of Raukawa. As tangata whenua and kaitiaki, the relationship of Raukawa with the River and the waterways of the catchment is paramount. This relationship has suffered through the pollution, degradation and development of the River. The Crown has acknowledged that it has failed to respect, provide for and protect the special relationship of Raukawa with the Waikato River.
16. The parties agree 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 well-being 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. Raukawa 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 Raukawa;
  - 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 Raukawa involvement in decision-making; and
  - i. the parties will embrace new, holistic and collaborative ways of working together.

## **PART TWO - SCOPE AND INTERPRETATION**

### **SCOPE**

17. The Accord applies to all functions, responsibilities and actions of the Minister and Chief Executive that affect the health and wellbeing of the Waikato River and its catchments, co-management objectives, iwi relationships with the River and the Vision and Strategy in relation to:
  - a. the Raukawa area of interest that falls within the Upper Waikato River, meaning the Waikato River, being the part of the river shown within the area marked "B" on SO plan 409144;
  - b. the Raukawa area of interest that falls within the Waipa River, being the part of the river shown with the area marked "C" on SO plan 409144;
  - c. any Raukawa area of interest agreed as a result of an amendment under clause 13.11.3 of the co-management deed; and
  - d. any wider Raukawa area of interest as agreed to in the implementation plan.
18. 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 and within the Minister's and Chief Executive's responsibilities.

### **DEFINITIONS AND INTERPRETATION**

19. The provisions of the Accord will be interpreted in light of its purpose, context and the principles referred to in clauses 1 to 6 of the Accord.
20. In the Accord:
  - a. terms and expressions defined in the overarching Raukawa-Crown Accord and in the Co-Management Deed and 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 Raukawa in the scope statements at clause 17;
  - c. 'co-management framework' includes the co-governance and co-management relationships, instruments, functions, duties and powers established by and evolving from the Raukawa 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. 'early engagement' is a positive obligation to provide for early and effective input from Raukawa, 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 any decisions being taken; and
  - e. 'the parties' means the Raukawa Settlement Trust, the Minister of Energy and Resources, and the Chief Executive of the Ministry of Business, Innovation and Employment.

***LIMITS OF ACCORD***

21. 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 Raukawa.

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

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

22. Understanding Māori perspectives is vital to producing quality policy advice, and understanding Raukawa perspectives is an important part of this. To that end, Raukawa can assist with the policy process by, for example, the testing of ideas, concepts and draft policy formulated by the Ministry.
23. The Ministry will engage early with Raukawa Settlement Trust (the Trust) with respect to the development and implementation of policy and legislation in relation to the Energy and Resources portfolio which the parties agree may affect the Accord area. This will include:
  - a. notifying the Trust of the process to develop any policy or legislation;
  - b. engaging 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 on the outcomes of any consultation;
  - e. informing the Trust on the process to implement the relevant policy or legislation.
24. 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 engagement with Raukawa 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 Raukawa.
25. The Ministry acknowledges the value of engaging with Raukawa 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 the Trust.

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

26. The Trust 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 plan for the Accord.

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

27. The Chief Executive will engage early with the Trust in regard to any of the following things which 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 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 allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme);
- e. when any application for a permit in respect of Crown owned minerals other than petroleum is received, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under 27(d) or where the application relates to newly available acreage;
- f. when the Chief Executive (as the secretary under the 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. when 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.

#### ***RAUKAWA ENVIRONMENTAL MANAGEMENT PLAN***

- 28. The Ministry will support the development of the Raukawa Environmental Management Plan through providing advice, information and/or facilitation.
- 29. Where agreed between the Ministry and Raukawa, the Chief Executive shall have particular regard to the Raukawa Environmental Plan when dealing with matters relating to this accord.
- 30. Where agreed between the Minister and Raukawa, the Minister shall have particular regard to the Raukawa Environmental Plan when exercising statutory obligations.

#### ***NOMINATION FOR ADVISORY COMMITTEES AND BOARD APPOINTMENTS***

- 31. The Ministry will notify the Trust upon the opening of public nominations for statutory boards that sit under the Energy and Resources portfolio. For the sake of clarity, standard processes will apply.

#### ***CAPABILITY BUILDING AND TRAINING***

- 32. The Ministry will provide training to Raukawa as required including both introductory and refresher training on the role of the Ministry, the work it does within the Energy and Resources portfolio and policy and legislative developments.
- 33. The Trust will provide training to Ministry staff, contractors and consultants, particularly those who are regularly involved in work in the Accord area, on the:
  - a. values and practices of Raukawa;
  - b. objectives of Raukawa in relation to the Waikato River; and
  - c. Raukawa Environmental Management Plan.
- 34. Both parties will work together to raise awareness of the Accord and its implementation within both organisations.

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

35. If opportunities for internships, secondments, university holiday employment or relevant project work in the Energy and Resources portfolio arise, the Ministry will notify the Trust and ascertain whether they have candidates that wish to apply.
36. The parties will review the issue of secondments, internships and holiday employment at the annual meeting and record any agreements in the implementation plan.

***INFORMATION SHARING***

37. The parties recognise the benefit of mutual information exchange. To this end, the Ministry and Raukawa will exchange any information that is relevant to and will assist the effective integrated management of Crown minerals within the scope of the Accord.
38. For the avoidance of doubt, the obligations in 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 under the grounds set out under the Official Information Act 1982.

## **PART FOUR - IMPLEMENTATION**

### ***IMPLEMENTATION STRATEGY***

39. A key aspect to the success of the Accord is the parties working collaboratively together.
40. Within 12 months of the signing of the Accord, the Chief Executives, or nominees, will have their first annual relationship meeting. The agenda for this first meeting will include:
  - a. development of shared objectives and long term strategic goals;
  - b. the matters set out in Part Three - Strategic Collaboration;
  - c. establish the key points of contact;
  - d. provisions for any meetings necessary before the next annual meeting; and
  - e. any additional relationship matters.
41. Decisions made at this first meeting will be recorded in the initial implementation plan, which will be completed within 12 months.

### ***ANNUAL RELATIONSHIP MEETINGS***

42. Following the establishment of the implementation plan, there will be an annual relationship meeting between the Chief Executives or appropriate nominees. Decisions made in subsequent meetings will be added to the implementation plan.
43. One month before the meeting, the parties will:
  - a. report on the work that the party has carried out within the previous year, within the scope of the Accord;
  - b. describe how the implementation plan is 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***

44. Each party will appoint 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 achieved; and
  - b. ensuring the annual relationship meeting between the parties is co-ordinated in a timely manner.
45. 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.

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

***ESCALATION OF MATTERS***

47. 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.
48. As soon as practicable upon receipt of the notice referred to in clause 39, the parties' representative(s) will meet to work in good faith to resolve the issue.
49. 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 Raukawa will meet in good faith to resolve the issue.
50. If the dispute has not been resolved within 20 working days of the meeting set out in clause 41, the Chair or nominee will meet in good faith with the Minister to resolve the issue.

***REVIEW AND AMENDMENT***

51. The parties agree that the Accord is a living document, which should be updated and adapted to take account of future developments and additional relationship opportunities.
52. Unless otherwise agreed the Accord will be reviewed on a three yearly basis. The review of the Accord will be agreed between the parties.
53. Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in the Accord.
54. The parties may only vary the Accord by agreement in writing.

**THIS RAUKAWA – ENERGY AND RESOURCES PORTFOLIO ACCORD**

is signed on 13 December 2012.

**SIGNED** for and on behalf of Raukawa by the  
**RAUKAWA SETTLEMENT TRUST LTD** in the  
presence of:

  
Vanessa Eparaima

  
John Edmonds

  
Kataraina Hodge

  
Cheryl Pakuru

  
Gaylene Roberts

WITNESS


Name:

Occupation:

Address:

**AND**

**SIGNED** for and on behalf of the Crown by **THE**  
**MINISTER OF ENERGY AND RESOURCES** in the  
presence of:

  
Hon Phil Heatley

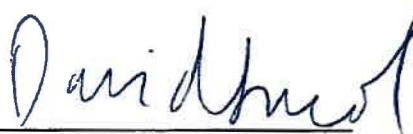
WITNESS

Name:

Occupation:

Address:

**SIGNED** for and on behalf of the Ministry of  
Business, Innovation and Employment by **THE**  
**CHIEF EXECUTIVE** in the presence of:

  
David Smol

WITNESS

Name:

Occupation:

Address: