



**Ministry of Business,
Innovation & Employment**

TE ARAWA RIVER IWI – 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

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

PART ONE - RELATIONSHIP

PURPOSE

1. The purpose of the Te Arawa River Iwi – Energy and Resources Portfolio Accord (the Accord) is to:
 - a. reflect the commitment of the Crown and Te Arawa River Iwi 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 Te Arawa River Iwi, 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 Te Arawa River Iwi to provide for the exercise of mana whakahaere.

CONTEXT

2. The Accord is part of, and subject to the terms of the overarching Te Arawa River Iwi-Crown Accord. It should also be read in a manner that best furthers the overarching purpose of the Te Arawa River Iwi Deed in relation to a Co-Management Framework for the Waikato River (Co-Management Deed).
3. The Accord is a living document that should be updated 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 Te Arawa River Iwi 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 Te Arawa River Iwi 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 Te Arawa River Iwi-Crown Accord and their importance to successfully achieve the purpose of the Accord. These relationship principles are set out below.

The parties are committed to establishing and maintaining a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles:

- a. *to work in a spirit of co-operation;*
- b. *to ensure early engagement on issues of known mutual interest;*

- c. *to operate on a 'no surprises' approach;*
- d. *acknowledgment that the relationship is evolving, not prescribed;*
- e. *to respect the independence of the parties and their individual mandates, roles and responsibilities;*
- f. *to recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise;*
- g. *to commit to good faith and the highest level of engagement as indicated [in the Te Arawa River Iwi-Crown Accord] and consistent with the principle of co-management; and*
- h. *to commit to giving effect to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.*

TE ARAWA RIVER IWI STATEMENT OF SIGNIFICANCE

- 7. Te Arawa River Iwi have a relationship with the Waikato River and its catchment that has developed over many generations. This connection is important to the iwi and the kaitiaki roles inherent in this relationship are essential to the health and wellbeing of the River, its catchment and the people of the River.
- 8. Te Arawa River Iwi recognise that in order to be effective in their role as kaitiaki, partnerships will need to be created that meet collective aspirations for the River. In restoring and protecting the River, these relationships are the first steps towards achieving the goals of Te Arawa River Iwi.
- 9. The following excerpt from the co-management deed is recognised by the Crown as providing a Te Arawa River Iwi perspective on the significance of the Waikato River:

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

The Waikato River and its catchment is a resource of great cultural, historical, traditional and spiritual significance to the people of Ngāti Tahu – Ngāti Whaoa, Ngāti Keroa, Ngāti Tuara and Tūhourangi Ngāti Wāhiao.

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

We continue to exercise our mana, along with customary rights, and exert the rights and responsibilities of kaitiakitanga in relation to the Waikato Awa within our rohe.

ROLE OF TE ARAWA RIVER IWI

- 10. The relationship between Te Arawa River Iwi and the Waikato River and its tributaries provides the foundation for kaitiakitanga and the exercise of being kaitiaki. This role includes responsibilities to protect and restore the River and all it encompasses. Te Arawa River Iwi

will exercise their mana whakahaere in accordance with their tikanga to ensure the wellbeing of the River. Te Arawa River Iwi continue to exercise their mana, along with customary rights and development rights, and exert the rights and responsibilities of kaitiakitanga in relation to the River within their rohe.

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

11. 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.
12. 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

13. The Waikato River is a taonga of Te Arawa River Iwi. As tangata whenua and kaitiaki, the relationship of Te Arawa River Iwi with the River and the waterways of the catchment is paramount. This relationship has suffered through the pollution, degradation and development of the River. The Crown has acknowledged that it has failed to respect, provide for and protect the special relationship of Te Arawa River Iwi with the Waikato River.
14. 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. Te Arawa River Iwi have a unique and evolving relationship with the Waikato River and its catchment;
 - d. the Waikato River is an integral part of the tikanga, kawa, mātauranga and lives of Te Arawa River iwi;
 - e. we are in a new era of co-governance and co-management between the parties;
 - f. change is critical. The parties agree that co-governance and co-management requires effective change, particularly in relation to how the parties work together to restore and protect the River;
 - g. better outcomes need to be achieved for the Waikato River and its catchment, particularly in relation to management processes and environmental results;

- h. the co-management framework enables change that will include Te Arawa River Iwi involvement in decision-making; and
- i. the parties will embrace new, holistic and collaborative ways of working together.

PART TWO – SCOPE AND INTERPRETATION

SCOPE

15. 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 Te Arawa River Iwi area of interest that falls within the Upper Waikato River, meaning the Waikato River, being the part of that River shown within the area marked “B” on SO plan 409144; and
 - b. Any wider Te Arawa River Iwi area of interest as agreed to in the implementation agreement.
16. 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

17. 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.
18. In the Accord:
 - a. terms and expressions defined in the overarching Te Arawa River Iwi 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 Te Arawa River Iwi in the scope statements at clause 15;
 - c. ‘co-management framework’ includes the co-governance and co-management relationships, instruments, functions, duties and powers established by and evolving from the Te Arawa River Iwi Deed in relation to a Co-Management Framework for the Waikato River, and the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010;
 - d. ‘early engagement’ is a positive obligation to provide for early and effective input from Te Arawa River Iwi, rather than simply an obligation to consult. Where statutory and management processes allow, engagement will occur as soon as meaningful engagement is possible and prior to any decisions being taken; and
 - e. ‘the parties’ means the Te Arawa River Iwi Trust, the Minister of Energy and Resources, and the Chief Executive of the Ministry of Business, Innovation and Employment.

LIMITS OF ACCORD

19. The Accord does not override or limit the:

- a. legislative rights, powers or obligations; or
- b. functions, duties and powers of the Minister and any officials under legislation; or
- c. ability of the Crown to introduce legislation and change government policy; or
- d. ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; or
- e. legal rights and obligations of Te Arawa River Iwi.

PART THREE - STRATEGIC COLLABORATION

ENGAGEMENT ON POLICY DEVELOPMENT AND ADVICE

20. Understanding Māori perspectives is vital to producing quality policy advice, and understanding Te Arawa River Iwi perspectives is an important part of this. To that end, Te Arawa River Iwi can assist with the policy process by, for example, the testing of ideas, concepts and draft policy formulated by the Ministry.
21. The Ministry will engage early the Te Arawa River Iwi 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.
22. 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 Te Arawa River Iwi 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 Te Arawa River Iwi.
23. The Ministry acknowledges the value of engaging with Te Arawa River Iwi 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

24. 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 this Accord.

ADMINISTRATION OF THE CROWN MINERALS ESTATE UNDER THE CROWN MINERALS ACT

25. 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 clause 25(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.

TE ARAWA RIVER IWI ENVIRONMENTAL MANAGEMENT PLAN

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

NOMINATION FOR ADVISORY COMMITTEES AND BOARD APPOINTMENTS

- 29. 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

- 30. The Ministry will provide training to Te Arawa River Iwi 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.
- 31. 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 Te Arawa River Iwi;
 - b. objectives of Te Arawa River Iwi in relation to the Waikato River; and

c. Te Arawa River Iwi Environmental Management Plan.

32. Both parties will work together to raise awareness of the Accord and its implementation within both organisations.

SECONDMENTS/INTERNSHIPS/HOLIDAY EMPLOYMENT

33. 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.
34. 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

35. The parties recognise the benefit of mutual information exchange. To this end, the Ministry and Te Arawa River Iwi will exchange any information that is relevant to and will assist the effective integrated management of Crown minerals within the scope of the Accord.
36. 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

37. A key aspect to the success of the Accord is the parties working collaboratively together.
38. Within 12 months of the signing of the Accord, the Chief Executive and General Manager, 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.
39. Decisions made at this first meeting will be recorded in the initial implementation plan, which will be completed within 12 months.

ANNUAL RELATIONSHIP MEETINGS

40. Following the establishment of the implementation plan, there will be an annual relationship meeting between the Chief Executive and General Manager or appropriate nominees. Decisions made in subsequent meetings will be added to the implementation plan.
41. 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

42. 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.

43. 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.
44. Outside of the relationship meetings, relevant representatives of the parties will meet as required.

ESCALATION OF MATTERS

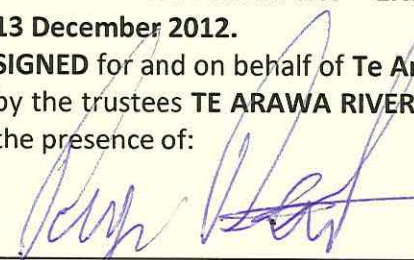
45. If one party considers that there has been a breach of the Accord then that party may give notice to the other that they are in dispute.
46. As soon as practicable upon receipt of the notice referred to in clause 37, the parties' representative(s) will meet to work in good faith to resolve the issue.
47. 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 General Manager of Te Arawa River Iwi Trust will meet in good faith to resolve the issue.
48. If the dispute has not been resolved within 20 working days of the meeting set out in clause 39, the Chair or nominee will meet in good faith with the Minister to resolve the issue.

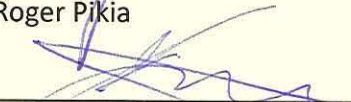
REVIEW AND AMENDMENT

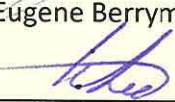
49. The parties agree that the Accord is a living document, which should be updated and adapted to take account of future developments and additional relationship opportunities.
50. Unless otherwise agreed the Accord will be reviewed on a three yearly basis. The review of the Accord will be agreed between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


THIS TE ARAWA RIVER IWI – ENERGY AND RESOURCES PORTFOLIO ACCORD is signed on 13 December 2012.

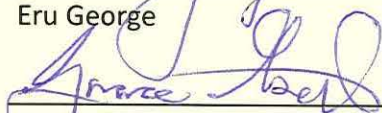
SIGNED for and on behalf of Te Arawa River Iwi by the trustees TE ARAWA RIVER IWI TRUST in the presence of:


Roger Pikia


Eugene Berryman-Kamp


Wally Lee


Eru George


Grace Hoet

WITNESS

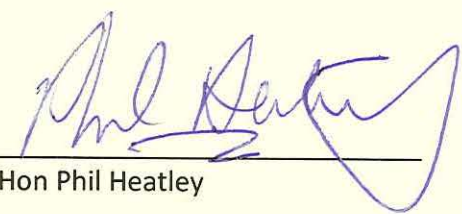
Name: 

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: Analyst

Address: Wellington

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: Senior Analyst

Address: Rotorua