

MANIAPOTO
and
THE MANIAPOTO MAORI TRUST BOARD

and
THE SOVEREIGN
in right of New Zealand

**DEED IN RELATION TO
CO-GOVERNANCE AND CO-MANAGEMENT OF
THE WAIPA RIVER**

27 SEPTEMBER 2010



TABLE OF CONTENTS

1	THE CONTEXT OF THIS DEED	5
2	STATEMENTS OF SIGNIFICANCE OF THE WAIPA RIVER	9
3	PURPOSE AND SUMMARY OF DEED	16
4	MANIAPOTO OBJECTIVES FOR THE WAIPA RIVER.....	21
5	VISION AND STRATEGY	23
6	CO-GOVERNANCE FRAMEWORK	36
7	CO-MANAGEMENT ARRANGEMENTS.....	51
8	ACCORDS	66
9	REVIEW.....	69
10	AUTHORISATION FOR THIS DEED & IWI REPRESENTATION... 	71
11	LEGISLATION	73
12	CO-MANAGEMENT FUNDING.....	75
13	ACKNOWLEDGEMENTS ABOUT EFFECT OF THIS DEED	76
14	TAX.....	78
15	CONDITIONS AND TERMINATION.....	84
16	MISCELLANEOUS	85
17	DEFINITIONS AND INTERPRETATION.....	87



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

SCHEDULE.....	97
PART 1: VISION AND STRATEGY	98
PART 2: PROCESS TO REVIEW VISION AND STRATEGY.....	100
PART 3: CO-GOVERNANCE ENTITY.....	104
PART 4: WAIKATO RIVER CLEAN-UP TRUST - TERMS OF TRUST.....	118
PART 5: FORM OF JOINT MANAGEMENT AGREEMENT.....	128
PART 6: UPPER WAIPA RIVER INTEGRATED MANAGEMENT PLAN ...	135
PART 7: DEED OF COVENANT.....	137
PART 8: SO PLAN.....	139



**DEED IN RELATION TO
CO-GOVERNANCE AND CO-MANAGEMENT
OF THE WAIPA RIVER**

THIS DEED is made between

MANIAPOTO

and

THE MANIAPOTO MAORI TRUST BOARD

and

THE SOVEREIGN in right of New Zealand



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

1 THE CONTEXT OF THIS DEED

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 tetehi o nga taonga o Maniapoto whanui.

REASONS FOR THIS DEED

- 1.1 Te Awa o Waipa is a taonga to Maniapoto. Maniapoto have a deep felt obligation and desire to restore, maintain and protect all of the waters that flow and/or fall within the Maniapoto rohe (Nga Wai o Maniapoto), whether the waters are above, on or underground. Te Mana o Te Wai (The quality and integrity of the waters) is paramount. The obligation includes the waters that flow into and form part of the Waipa River.
- 1.2 Maniapoto and the Crown maintain their own viewpoints in respect of the Waipa River that converge in the objective to restore and maintain 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 anticipated in this Deed will provide for the restoration and maintenance of the Waipa River.
- 1.3 On 22 August 2008, the Crown and Waikato-Tainui signed a Deed of Settlement with respect to the Waikato River that provides for co-management in relation to the Waikato River. The overarching purpose of that settlement is to restore and protect the health and wellbeing of the Waikato River for future generations.
- 1.4 A key component of the agreement in principle between the Crown and Waikato-Tainui signed on 16 December 2007 was the formation of the Guardians Establishment Committee (GEC). The GEC had the lead role and function of developing the Vision and Strategy for the Waikato River and the Waipa River from the junction of the Puniu River to the confluence with the Waikato River. By virtue of their interests and association with the Waipa River from its junction with the Puniu River, Maniapoto were represented by one member on the GEC.
- 1.5 On 4 September 2008 Maniapoto and the Crown initialled an agreement in principle for co-governance and co-management of the whole of the Waipa River. The terms of the agreement in principle reflect the mana of Maniapoto in respect of the Upper Waipa River.
- 1.6 In early 2009, the new Government commissioned an independent panel to review the various co-management arrangements entered into between Waikato River iwi and the Crown. As a result of the recommendations made by the independent panel, the Crown sought to re-engage with Waikato River iwi in respect of co-management arrangements for the Waikato River.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 1.7 This re-engagement led to the signing of a new deed of settlement with Waikato-Tainui on 17 December 2009. This deed replaced the deed signed on 22 August 2008 and contained a revised co-governance structure based on recommendations made by the independent panel.
- 1.8 On 3 November 2009 Maniapoto and Crown entered into an updated agreement in principle for co-governance and co-management of the Upper Waipa River which took into account the recommendations of the independent panel while continuing to reflect the mana of Maniapoto in respect of the Upper Waipa.
- 1.9 The Waipa River is a significant contributor to the waters of the Lower Waikato River and will have a significant impact on the effectiveness of the Vision and Strategy, and other arrangements to restore and protect the health and wellbeing of the Waikato River.
- 1.10 Maniapoto acknowledge that the restoration and maintenance of the Waipa River, as part of a larger catchment, needs to be coordinated with the management of the Waikato River. This whole of river approach is consistent with the desire of Maniapoto to keep intact the mauri of the Waipa River in its entirety.
- 1.11 The relationship between Maniapoto and the Waipa River is historic, intellectual, physical and spiritual. Historically, Te Mana o Te Wai was such that it provided 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.
- 1.12 This deed does not address nor preclude further discussion about title or ownership. Maniapoto do not accept they have ever ceded authority or rights of ownership over the Waipa River, or its tributaries, to anybody. They have never agreed to cede their authority over or rights in the Waipa River or its tributaries.
- 1.13 The Crown believes that it has responsibilities in relation to the Waipa River on behalf of the regional community and the nation as a whole. There are also existing statutory frameworks and ongoing Treaty of Waitangi obligations. In recognising the importance of the Waipa River and its catchment, the Crown considers that a new era of co-governance and co-management in respect of the Waipa River is an appropriate way to secure the longer-term sustainability and health and wellbeing of the Waipa River for present and future generations.

CLAIMS OF MANIAPOTO

- 1.14 Maniapoto and the Crown acknowledge that:
 - 1.14.1 this deed relates to the establishment of a co-governance framework and co-management arrangements for the Waipa River;
 - 1.14.2 Maniapoto and the Crown have not yet had the opportunity to negotiate in relation to the historical claims of Maniapoto to the Waipa River, nor their other Treaty of Waitangi claims; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

1.14.3 to avoid doubt, nothing in this deed limits the ability or obligation of the Crown to provide redress to Maniapoto in settlement of their claims to the Waipa River, or other historical Treaty of Waitangi claims, or the nature of that redress.

CROWN ACKNOWLEDGEMENTS

- 1.15 The Crown acknowledges that in the view of Maniapoto, Maniapoto has a relationship with, and interests in, the Waipa River in its entirety.
- 1.16 The Crown acknowledges that only Maniapoto can represent Maniapoto interests.
- 1.17 The Crown acknowledges and respects the deeply felt obligation of Maniapoto to restore and maintain the waters that flow into and form part of the Waipa River.
- 1.18 The Crown acknowledges that the relationship of Maniapoto with the Waipa River and Waiwaia is significant and enduring. The Crown seeks to establish a co-governance framework and co-management arrangements that recognise and sustain this relationship.
- 1.19 The Crown acknowledges the importance to Maniapoto of the Waipa River. To Maniapoto the Waipa River has mana and in turn represents the mana of Maniapoto. The Crown acknowledges that, to Maniapoto, the Waipa River is a single indivisible entity that flows from Pekepeke to its confluence with the Waikato River and includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, fisheries, vegetation, floodplains, wetlands, islands, springs, geothermal springs, water column, airspace and substratum as well as its metaphysical elements with its own mauri.
- 1.20 The Crown acknowledges that the pollution, degradation and development of the Waipa River have resulted in the decline of its once rich fisheries and other food sources which had for generations sustained the people and their way of life and their ability to meet their obligations of manaakitanga; and that the decline has been a source of distress to Maniapoto.
- 1.21 The Crown acknowledges that to Maniapoto, their relationship with the Waipa River, and their respect for it, gives rise to their responsibilities to protect Te Mana o Te Wai and to exercise their kaitiakitanga in accordance with their long established tikanga. Their relationship with the Waipa River and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture.
- 1.22 The Crown acknowledges that the deterioration of the health of the Waipa River, while the Crown exercised overall responsibility for the management of the Waipa River, has been a source of distress for the people of Maniapoto.
- 1.23 The Crown acknowledges that the acquisition of land along the Waipa River has disassociated the people of Maniapoto from their River, led to the flooding of particular culturally significant sites and impeded and altered the natural flow of the Waipa River. This is a further source of distress to the people of Maniapoto.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 1.24 The Crown acknowledges and respects the deeply felt obligation of Maniapoto to protect the Waipa River. The Crown seeks by this deed to recognise and sustain the special relationship Maniapoto have with the Waipa River. The Crown undertakes to provide assistance to, and to work with, Maniapoto to assist the restoration of their kaitiakitanga.
- 1.25 The Crown acknowledges the commitment of Maniapoto to integrated management in respect of the Waipa River.
- 1.26 The Crown acknowledges Maniapoto as its partner under the Treaty of Waitangi and the co-governance framework and co-management arrangements for the Waipa River are a reflection of this Treaty relationship.
- 1.27 The Crown acknowledges that existing mechanisms under the Resource Management Act 1991 that would enable Maniapoto to exercise or share in the exercise of powers, functions and duties of local authorities under that Act in relation to the Waipa River have not been utilised and that existing provisions of the Local Government Act 2002 requiring local authorities to promote participation in their decision-making processes by Maori have not resulted in Maniapoto having influence on decisions affecting the Waipa River. The Crown affirms its commitment to facilitating the involvement of Maniapoto in the co-governance framework and co-management arrangements provided through this deed.

THE RELATIONSHIP BETWEEN OTHER IWI AND THE WAIPA RIVER

- 1.28 Recognition of the relationship between Maniapoto and the Waipa River by the Crown is not intended to affect the rights and interests of other iwi, but is intended to reflect a unity of purpose to restore and maintain the Waipa River.

INTEGRITY OF THE AGREEMENT

- 1.29 This deed aims to enhance the relationship between Maniapoto and the Crown.
- 1.30 Maniapoto and the Crown share a commitment to act:
 - 1.30.1 to protect the integrity of this deed; and
 - 1.30.2 in a manner that is consistent with and achieves co-governance and co-management of the Waipa River.



2 STATEMENTS OF SIGNIFICANCE OF THE WAIPA RIVER

SIGNIFICANCE OF THE WAIPA RIVER TO MANIAPOTO

- 2.1 The Waipa River is of deep cultural and historical significance to Maniapoto.
- 2.2 That significance is expressed in the following statements:

KO TE PURONGO TIKANGA – TE AWA WAIPA

Ea mai te awa Waipa i te puna Pekepeke i runga o Maraeroa te kainga tawhito i Taporaroa, i muri ra o Rangitoto maunga. Ka rere, ka heke ki raro i te waahi o Parakiri. Ka rere tonu ka tae atu ki te hononga ki Otamaroa, i konei nga marae tawhito a Tieke-iti me Tieke-rahi kei Horokino. Haere tonu ki nga wharuarua o Waipa ka tutuki ki Okurawhango. Rere tonu ka hono ki te Tunawaea. I konei te ara tangata ko te Heiuru. Haere tonu atu ki te waahi pupuri o nga wai ki nga Hapahapai o Tarapikau. Ka rere ki raro ki te hononga ki te Waimahora haere tahi ka tae atu ki te kainga e karangahia nei, a nga kaumatua ko Tangitehau. Ka muri ka tae atu ki te Hokinga mai ki te Nehenehenui ki Otewa. Haere tonu atu ka kite atu i tera o nga kainga o te Kotahitanga. Muri mai ko te kuia nei a Parewaeono, e tu ana i tona Papa i Te Keeti. I konei ka tapiri mai te Mangawhero me te Mangapu i kawenei te ihi o Manga-o-Kewa. Ka rere tonu te Waipa ki raro te puke toka o Mataiwhetu ki Tarewaanga. Ka tuhono mai te awa o Waitomo, haere tonu atu ki Kahotea, tae atu ki Te Kopua, te tupuna a Unu. I Konei ka tutuki atu ki te awa a Moa-kura-rua. Haerere tonu ki Purekireki ki Pirongia o Kahu, ki Whatiwhatihoe te waahi pakanga o Ngapuhi i Matakītaki. Haere tonu atu ki Te Rore ki Ngahinapouri, ka tae atu ki te Papa-o-Rotu ki Whatawhata ko Ngati Mahanga. Rere tonu ki Te Kowhai. No muri mai ki te marae a Otangirau ki Waikeri ko Ngati Reko. Ka puta atu ki te Puaha o Waikato ki Ngaruawahia, i te turangawaewae o te Kingitanga.

Ko Kahupekarere i whakatau te mauri ki Pekepeke.

*Kahupekarere
Rakamaomao
Kakaati
Tawhao
Turongo
Raukawa
Rereahu
Maniapoto*

Tenei ano te korero ko te ahua o Waiwaia, he ahua miharo rawa atu. E kore, e kore te tangata e kaha ki te whakamarama atu ki te tino ahua o tenei mauri. I ai ki tetehi korero kei nga kare o nga wai e rere piatata mai, i raro iho nga hihi a Tamanui a Marama hoki, koina a Waiwaia. Kei nga rerewai ka kite mai te tangata i nga aniwaniwa i puta mai i roto. Koia ano a Waiwaia. Heoi ano ko te tino ataahua o Waiwaia ko te wai. E kore tatou i te wai e kore tatou e orana.

Te whakatauaki: "Ko te mauri, ko te waiora o te Waipa ko Waiwaia"

Na Piripi Crown enei korero



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Statement of Significance of the Waipa River to Maniapoto

The Waipa begins from the spring Pekepeke situated on Maraeroa at the ancient home of Taporaroa at the foot of Rangitoto mountain. It flows on to a place called Para-kiri and on to where it meets the Otamaroa stream. In ancient times stood the marae Tieke-iti and Tieke-rahi at Horokino. It flows on down through the Waipa valley and on its right it is joined by the Okurawhango and on its left joined by the Tunawaea. In times past an ancient pathway travelled by our ancestors named Te Heiuru was here. Flowing on until eventually resting against the natural formation of stone at Hapahapai o Tarapikau before being released to carry on to join the Waimahora stream. Then flowing on past the home our ancestors called Tangitehau then arriving at Otewa and the house named Te Hokinga mai ki te Nehenehenui. Continuing on you are able to see the homestead Te Kotahitanga on the hill. Shortly after, the river continues past Parewaeono standing on its site at Te Keeti. The Waipa is then joined by the Mangawhero and the Mangapu which carries the essence of the Manga-o-Kewa. Flowing on, the Waipa then arrives at the rocks of Mataiwhetu where stands Tarewaanga marae. Then joined by the Waitomo stream, on to Kahotea then on to Te Kopua where stands the tupuna whare Unu. Here it is joined by Moa-kura-rua. Carrying on and arriving at Purekireki below the mountain of Pirongia o Kahu where also stands Whatiwhatihoe, once the home of King Tawhiao. Then joined by Matakītaki the place of battle with Ngapuhi. Carrying on arriving at Te Rore followed by Ngahinapouri on to Te Papa-o-Rotu at Whatawhata where lives Ngati Mahanga. On to Te Kowhai past the marae Tangirau known also as Waikeri and the people of Ngati Reko. Finally converging with the Waikato at Ngaruawahia the footstool of the Kingitanga.

At Pekepeke, it was Kahupekarere that installed the essence Waiwaia

*Kahupekarere
Rakamaomao
Kakaati
Tawhao
Turongo
Raukawa
Rereahu
Maniapoto*

Describing the likeness Waiwaia, it was recounted as having an amazing appearance. No person really had the ability to find the suitable words to describe the appearance of Waiwaia. One attempt however talks of the ripples of the water reflecting in the sun under the moonlight as being the penultimate description. Rainbows that appear in the waterfall also portrayed the likeness. But the most important part of Waiwaia was that it was the water itself and without it man could not survive.

The proverb: "The essence and wellbeing of the Waipa is Waiwaia".

Received from Piripi Crown



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Waiwaia is the personification of the waters of the Waipa.

na Robert Te Hautonga Koroheke

“The awa Waipa, during most of us young kids growing up was our play ground. My old kroua & me as a nipper would set off from the end of Te Kawa St. in Otorohanga & fish down stream for ingunga (whitebait) with our manuka poles and a scrimm net. Me against the river bank & the old fulla would swim as far as the net, muttering all the time (Karakia) then swim in toward me calling out to me all this time, "hold the pole boy".

For tangihanga us kids would be sent to the river for blessing wai & be told exactly where to fill the glass jars from.

A mile or so down stream we would reach our tupuna marae Taarewanga. For tuna, him & I would set our hinaki below the local butchers slaughter house...

During the 2nd war & rationing we used the awa for kai as often as we could.

Ngati Unu Ngati Ngawaero's significant tuna pa structure can be viewed if the river level drops during a dry spell, in this awa.

The 1958 flood changed all that.”

Na George Searancke enei korero

“Ko Parewaeono tetehi o ngaa tupuna whare e tuu tata nei kite Awa o Waipaa ki Otorohanga. I toona wa, i moe ai tenei puhi kia Te Koorae, ka puta ki waho ko o raatou uri. Koenei etehi o ngaa kaitiaki tawhito o te awa tipua mai neheraa. Ka tika me mihi atu ki Te Koorae, he tupuna, he taniwha, he kaitiaki wairua, toona moenga kei te taha o toona hoa, te tupuna whare a Parewaeono.

Ko Waipaa tetehi o ngaa taonga o Maniapoto whaanui. Ko toona kaitiakitanga ka noho tonu kei ngaa ringaringa atawhai o hapuu e noho tonu kei toona taha. He awa waiwhakaiho, he awa puurea. Ko Waipaa too maatou awa poroporoakinga wairua, too maatou awa mihinga tangata. E rere nei e Wai, mai too mataapuna, kite hononga ki Waikato, puta atu kite Moana Nui A Kiwa. E rere, rere tonu e.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Translation.....

Parewaeono is one of the ancestral houses which stand as a sentinel beside the Waipa river at Otorohanga. In her time Parewaeono married Te Koorae brother of Te Kanawa and they had many children. These descendants make up the ancient guardians of the central reaches of the Waipa River and have carried this responsibility since time immemorial. Let me bid homage to the taniwha Te Koorae, the ancient one, the spiritual guardian of the central reaches of the Waipaa whose resting place remains beside his beloved Parewaeono at Te Keeti Marae.

Waipa is a Maniapoto taonga. Its ancestral guardianship rests within the hands of those hapuu who still reside her banks. Waipa is a sacred river where the tohi rituals were performed, where the umbilical rites were observed, where the purification rituals were undertaken.

Waipa is the river which chants its farewell to our departed ones, the river whose murmuring waters bid welcome to our newborn, and to our illustrious visitors from afar. Flow on make your way o "Wai" from your well spring in the lands of Rereahu on the slopes of Rangitoto, to the confluence of the Waikato and finally out to the great sea of Kiwa. Flow, flow onwards."

Na Paora Tai enei korero

Te Mana Tuku Iho o Waiwaia

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

Waiwaia's importance 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



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

He aha te hiranga o te awa o Waipā ki ahau ki a Maniapoto nei?

Me pēnei te whakautu:

“Mehe atua rere rangi au ka hārewa ki runga rawa! Ka titiro iho au! Tērā e takoto rā ko tōku awa, ko Waipā, e haehae ana i te uma o te whenua tupu. E matawai ana āku karu i te tirohanga ahurei, he aroha ki te awa e rere kōpikopiko atu rā.

Ka kai atu āku karu ki ngā kōpua o te awa ko ngā paenga rau o Waiwaia; te atua ārau kai mā te iwi. Ko ngā kōwhatu o te awa he urunga ngohengohe mō tōku pane. Ko ngā āria o te awa he moenga whakahou wairua mō tōku tinana. Ko te awa te pā whakawairua o te iwi! Ka ora ahau e te awa, e tāki wai ki tawhito, e tāki wai ki tupua, tāki waiora, e!

Ko te orowaru ka mataaho mai ki āku taringa. Nā roto ana mai ko te tāwara ō te kōrero o nehe, o nahe, o tawhitorangi! Ka kipa te ngākau ki te whakapuaki, ‘Ko te awa he whare wānanga, he whare kōrero, te whakatihī o te kupu, e!’

Ko Waipā te toto o te tangata! Ko Waipā te toto o te whenua, koia hoki he wai manawa whenua! He wai tohi mauri hei whakamau i te waiora o te kanoi atua ki te iwi. He wai tohi tāngaengae kia whai ora ai ngā uri o Maniapoto. Ko te wai iara hei whakapūmau i te ruru o te ihonga tangata, e!

Ko te pū o te awa, kei te take o Rangi-toto-o-Kahu, ko Te Pekepeke! Tukua atu rā kia rere ko te Kauhanga-nui, ko te Kauhanga-roa! Ko te wai pounga hoe o ngā tini wharaunga o Te Āti Rahi Mania’ o tuawhakarere. Tukua atu rā kia rere whakararo atu ki te kōmitimititanga o ngā roma ki Waikato kei te aroaro o tōku Ariki, e!

E rere rā e te wai ki te uru ki te raro! Whakaputa atu rā i Te Puaha ki a Tangaroa i whatia i nuku tai mārōrō, ki te marae o Hine-kirikiri, e.

Hōatu! Hōatu ki tua o tawā tawhiti, e!”

Na Shane Te Ruki enei korero

What is the significance of the Waipā to Maniapoto?

Let me answer in this way:

“Like a flying god I wing my way into the heavens above! I gaze down below! There below lies my river Waipa, cutting her way over the breast of my native land. My eyes brim with tears at the vision of splendour, ‘tis the love for my river that meanders away.

My eyes gaze intently upon the deep pools of the river they are the myriad lairs of Waiwaia; the god who gathers food for the people. The rocks of the river are an easy pillow for my head. The deep stretches of the river are a bed that rejuvenates my spirit and body. I am sustained by the river, by taking the waters of the ancients, drawing the waters of the gods, by procuring the very water of life!



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

The rippling waters are clearly heard by my ears. Within the rippling I hear the murmurs of the past, of day gone, of times long ago! Thus the heart is prompted to proclaim, 'The river is an institution of tradition, an institution of knowledge, a festal board of treasured wisdom!'

Waipā she is the life blood of the people. Waipā she is the life blood of the land, verily she is! Indeed she is the unfailing spring of the earth! She is the water that anoints the thymos of man to bind to the tribe the waters of life that issues forth from the lineage of the gods. She is the water that blesses the umbilical cord to ensure the health of the descendants of Maniapoto. 'Tis the water that permanently renders the knot of the navel chord secure and fast.

The source of my river is at the foot of Rangitoto, it is Te Pekepeke! Let her flow on she is the Kauhanga-nui (the Great passage) the Kauhanga-roa (the Long passage)! The waters ploughed by the paddles of the many flotillas of Ngāti Maniapoto of times passed. Let her flow northwards to where the currents do mingle within the Waikato there before the countenance of my King.

Flow on oh waters to the north and to the west! Go out from Te Puaha to Tangaroa who lies broken upon the shore, and to courtyard Hine-kirikiri. Go on! Go on depart for distant place far away!"

Na Shane Te Ruki enei korero

Waipā

He pikinga wairua, he haringa ngākau, he oranga tinana nō te awa nei.

I taku whānautanga i Huipūtea i te tau 1953, kāore i kotahi rau iāri te tata ki te Waipā. Nā taku whaerēre au i wharitea ai ki ōna wai, ka whaiora ai taku wairua. Me ngā kupu a ngā tūpuna- mātua, mē he raruraru, 'Haria ki te wai.' 'Tukua mā Waiwaia e ea ai.'

Nā tāna 'pā' i tōna pahūtanga mai i te whenua ka tapangia ai ia ki tōna ingoa a 'Waipā'. Mai i reira ki tōna whakahuitanga ki ngā wai o Waikato, tupu ake ai au, takahia ai e au, korikorihia ai e au, kauhoengia ai, hoe kōpapangia ai ōna tahataha me ōna karekare, ka whaiora ai taku ngākau. Ko ia nei ko taku papa tākaro.

Kāore rawa au i hiakai. Whakaakongia ai au e aku mātua tūpuna me aku tuākana, tuāhine te whai i ōna tahataha, i ōna ia ki te mahi kai. He haumako, he makuru; kāore he mutunga o ngā tūmomo kai, te īnanga, te tuna, te koura wai Māori, te kōwhitiwhiti (arā te wātakirihi Māori), te taraute, te pārera, ka whaiora ai taku tinana. Ko te pātaka kai o te iwi tēnei awa i taua wā, me ōna pekanga, tae atu ana ki ōna repo puta noa.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Haringia ai au e aku mātua otirā e aku whaea, e aku rūruhi ki ōna marae, ki ōna tāngata, ko ngā kupu mō reira:

ko 'Te Hokinga mai ki Te Nehenehenui' te marae - ko Ngāti Paretāpoto te hapū;
ko 'Te Kotahitanga o te iwi i raro i te Kīngitanga' - ko Ngāti Urunumia;
ko 'Te Keeti' - ko Ngāti Parewaeono;
ko 'Taarewaanga' – ko Ngāti Hinewai;
ko 'Kahotea' – ko Ngāti Apakura, ko Ngāti Hinetū;
ko 'Te Kopua' – ko Ngāti Ngāwaero;
ko 'Mangatoatoa' – ko Ngāti Paretekawa;
ko 'Hīona' – ko Ngāti Pourāhui;
ko 'Pūrekireki-Wīwī' – ko Ngāti Apakura;

me te tāpiritanga atu o ā rātou whakamārama mai, he wāhine katoa ēnei o ngā tūpuna – mauri ora!

Kei ēnei rā, kua kore haere te mana o ngā tūpuna, kua ngoikore te mauri o te awa. He ahakoa taku noho pātata tonu ki a ia i tēnei rā tonu nei, kua kore ahau me aku huānga e haere ki te awa ki te mahi kai, ki te kori, ki te whai oranga wairua rānei!

Hei whakamutunga ake i ēnei kupu korekore noa āku, me kaha tātou ki te whakahoki i te oranga tinana, te haringa ngākau, te pikinga wairua ki tō tātou nei awa –

Paimārire.

Tom Roa
Te Kōwhai
Whiringa-ā-nuku
2009

- 2.3 The Crown recognises the significance of the Waipa River to Maniapoto as exemplified in the statements of significance contained in clause 2.2. On this basis the Crown enters into the co-governance framework and co-management arrangements with Maniapoto set out in this deed.



3 PURPOSE AND SUMMARY OF DEED

OVERARCHING PURPOSE

- 3.1 The overarching purpose of this deed is to restore and maintain 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.

GUIDING PRINCIPLES OF INTERPRETATION

- 3.2 This deed and the Maniapoto legislation must be interpreted in a manner that best furthers the overarching purpose.

- 3.3 In the overarching purpose:

3.3.1 the phrase “the waters that flow into and form part of the Waipa River” refers to the connected and flowing body of water that comprises the Waipa River together with all its associated waters and water columns, including those flowing through its floodplains and the Maniapoto karst, streams, waterways, tributaries, springs, geothermal springs, watercourses, and lakes but does not include any unconnected waters or artificial watercourse such as an irrigation canal, water supply race, canal for the supply of water for electricity power generation, or farm drainage canal;

3.3.2 reference to “the mana tuku iho o Waiwaia” means the ancestral authority and prestige handed down from generation to generation in respect of Waiwaia, as described in the statements of significance; and

3.3.3 “Waiwaia” refers to the essence and wellbeing of the Waipa River; to Maniapoto Waiwaia is the personification of the waters of the Waipa River, its ancient and enduring spiritual guardians.

- 3.4 In this deed “kaitiakitanga” embodies principles of guardianship, to care for and protect the Waipa River and all its elements as an intergenerational responsibility to assure the sustainability of the Waipa River as a taonga of Maniapoto and requires Maniapoto participation in decision-making processes related to the Waipa River.

CO-GOVERNANCE AND CO-MANAGEMENT

- 3.5 This deed reflects the commitment of Maniapoto and the Crown to enter a new era of co-governance and co-management over the Waipa River. The successful implementation of co-governance and co-management requires a new approach. The arrangements in this deed provide a foundation for future co-governance and co-management relationships between Maniapoto and the Crown, relevant local authorities and other agencies, but do not preclude those parties entering into co-governance and co-management arrangements beyond the scope of this deed.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

CO-GOVERNANCE

- 3.6 Maniapoto and the Crown acknowledge their commitment to enter into a new era of co-governance to set the primary direction to achieve both:
- 3.6.1 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
 - 3.6.2 the restoration and protection of the health and wellbeing of the Waikato River for future generations.

CO-MANAGEMENT

- 3.7 Maniapoto and the Crown acknowledge their commitment to enter into a new era of co-management to:
- 3.7.1 implement the direction set under the co-governance framework;
 - 3.7.2 promote 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;
 - 3.7.3 promote the restoration and protection of the health and wellbeing of the Lower Waipa River, as a tributary of the Waikato River, for future generations; and
 - 3.7.4 further the principles set out in clause 3.9.
- 3.8 Co-management requires a commitment to working in partnership, and in a spirit of collaboration. The successful implementation of co-management, and of the arrangements proposed under this deed, require a new approach to management of the Waipa River. Accordingly, Maniapoto and the Crown acknowledge that co-management includes:
- 3.8.1 a collaborative approach that reflects partnership;
 - 3.8.2 the highest level of good faith engagement; and
 - 3.8.3 consensus decision-making as a general rule,
- while having regard to statutory frameworks and kaitiakitanga responsibilities of Maniapoto and other iwi.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

GUIDING PRINCIPLES FOR CO-GOVERNANCE AND CO-MANAGEMENT

3.9 The implementation of the co-governance framework will, in relation to the Waipa River, be guided by the following principles:

3.9.1 principles to do with mana, namely:

- (a) respect for the mana of Waiwaia and recognition that Waiwaia is the mauri and waiora of the Waipa River;
- (b) respect for the mana of Maniapoto and recognition of the significance of the Waipa River to the mana of Maniapoto; and
- (c) recognition that Maniapoto have their own distinct relationship with the Waipa River and that the area encompassing the Upper Waipa River is distinct and the particular characteristics of the Upper Waipa River and its place within the rohe and customs of Maniapoto must be respected; and

3.9.2 principles to do with practical and effective outcomes, namely:

- (a) acknowledgement that the Crown and Maniapoto are Treaty partners working with one another to achieve positive results for the Waipa River and the Waikato River;
- (b) acknowledgement that work is needed to restore and protect the quality and integrity of the waters that flow into and form part of the Waipa River and that this is inextricably tied to the health and wellbeing of the Waikato River; and
- (c) avoidance of unnecessary bureaucracy in co-governance and co-management arrangements with a focus on practical arrangements that will work now and over time.

SUMMARY OF DEED

3.10 This deed provides for:

3.10.1 Maniapoto to participate in the co-governance framework and co-management arrangements for the Waikato River, including the Lower Waipa River; and

3.10.2 Maniapoto and the Crown to apply the co-governance framework and co-management arrangements to the Upper Waipa River to operate alongside and together with the arrangements for the Lower Waipa River to give practical recognition of:

- (a) the relationship of Maniapoto with the whole of the Waipa River; and
- (b) the distinctive place of the Upper Waipa River within the rohe and customs of Maniapoto.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

3.11 The following comprise the co-governance framework designed to set the direction for achieving the overarching purpose of this deed:

3.11.1 the development and recognition of Maniapoto objectives for the Waipa River;

3.11.2 specific Maniapoto legislation to provide for:

- (a) recognition of the specific and enduring relationship of Maniapoto with the Upper Waipa River;
- (b) Maniapoto participation in the development of the Vision and Strategy;
- (c) recognition of the Vision and Strategy extending over the whole of the Waipa River, including the ability to amend the Vision and Strategy to achieve the overarching purpose of this deed insofar as it relates to the Upper Waipa River;
- (d) the granting of functions and powers to the Waikato River Authority extending over the whole of the Waipa River; and
- (e) clean-up arrangements for the Upper Waipa River that are agreed following the engagement and meeting referred to in clauses 6.26 and 6.28.

3.12 The following comprise the co-management framework arrangements to implement the direction for achieving the overarching purpose:

3.12.1 provision in the Maniapoto legislation for:

- (a) the Maniapoto Iwi Environmental Management Plan;
- (b) enhanced participation of Maniapoto in resource consent processes, monitoring and enforcement, and policy and planning under the Resource Management Act 1991 through joint management agreements with local authorities;
- (c) the establishment of an Upper Waipa River integrated management plan;
- (d) the issuing of regulations; and
- (e) other matters specified in part 7; and

3.12.2 entry by Ministers and other persons into an accord with Maniapoto.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 3.13 Part 9 provides for a review of the co-management framework and co-management arrangements under this deed and their effectiveness in :
- 3.13.1 meeting the overarching purpose of this deed; and
 - 3.13.2 providing for Maniapoto input into decision-making that appropriately reflects the mana of Maniapoto in respect of the Upper Waipa River.



4 MANIAPOTO OBJECTIVES FOR THE WAIPA RIVER

THE OBJECTIVES

- 4.1 Maniapoto will, within three months of the date of this deed, issue its objectives for the Waipa River.
- 4.2 The objectives must be consistent with the overarching purpose of this deed to restore and maintain 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.
- 4.3 Maniapoto must:
 - 4.3.1 make the Maniapoto objectives for the Waipa River available to the public for inspection at the offices of the Maniapoto Maori Trust Board;
 - 4.3.2 give copies of those objectives to:
 - (a) the co-governance entity;
 - (b) the relevant local authorities; and
 - (c) the Minister for the Environment.
- 4.4 The Maniapoto objectives become effective when the objectives are made available for inspection pursuant to clause 4.3.1 and 4.3.2.
- 4.5 It is the expectation of Maniapoto that:
 - 4.5.1 the Maniapoto objectives will be treated as an expression by Maniapoto of the relationship of Maniapoto and their culture and traditions with the Upper Waipa River which is a taonga to Maniapoto; and
 - 4.5.2 from the time the Maniapoto objectives become effective under clauses 4.4 and 4.7.3 the co-governance entity will not exercise its functions, powers and duties in a manner that is inconsistent with the Maniapoto objectives.

AMENDMENTS

- 4.6 Maniapoto may amend the Maniapoto objectives at any time provided that the amendments proposed are consistent with the overarching purpose of this deed.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

4.7 Maniapoto must:

4.7.1 make the amended Maniapoto objectives for the Waipa River available to the public for inspection at the offices of the Maniapoto Maori Trust Board; and

4.7.2 give copies of the amended objectives to:

- (a) the co-governance entity;
- (b) the relevant local authorities; and
- (c) the Minister for the Environment.

4.7.3 The amended Maniapoto objectives become effective when the amended objectives are made available pursuant to clause 4.7.1 and 4.7.2.



5 VISION AND STRATEGY

VISION AND STRATEGY

Background

- 5.1 Maniapoto and the Crown acknowledge that:
- 5.1.1 the Vision and Strategy was developed for the Waikato River and the Lower Waipa River by the GEC; and
 - 5.1.2 by virtue of their interests and association with the Lower Waipa River, Maniapoto were represented by one member on the GEC.
- 5.2 Maniapoto endorses the Vision and Strategy as set out in part 1 of the schedule.

STATUTORY RECOGNITION OF THE VISION AND STRATEGY

- 5.3 Statutory recognition of the Vision and Strategy provides:
- 5.3.1 that the Vision and Strategy is intended by Parliament to be the primary direction setting document for the Waikato River, including the Lower Waipa River, and activities within its catchment affecting the Waikato River, including the Lower Waipa River;
 - 5.3.2 and for the matters set out in clauses 5.4 to 5.8.

The Vision and Strategy to form part of the Waikato Regional Policy Statement

- 5.4 Statutory recognition of the Vision and Strategy provides:
- 5.4.1 the Vision and Strategy in its entirety is deemed to be part of the Waikato Regional Policy Statement;
 - 5.4.2 the Waikato Regional Council will, as soon as reasonably practicable, insert the Vision and Strategy into the Waikato Regional Policy Statement and make consequential amendments to records and publications to reflect clause 5.4.1;
 - 5.4.3 to avoid doubt, the process set out in Schedule 1 of the Resource Management Act 1991 does not apply for the purposes of clause 5.4.1 or 5.4.2; and
 - 5.4.4 the Waikato Regional Council must ensure that no part of the Waikato Regional Policy Statement is inconsistent with the Vision and Strategy;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.4.5 following the completion of the initial review of the Vision and Strategy referred to in clause 5.8.4(a) or a subsequent review of the Vision and Strategy referred to in clause 5.8.3:
- (a) for the purposes of clause 5.4.4 the Waikato Regional Council must review and, if necessary, initiate an amendment to the Waikato Regional Policy Statement to give effect to clause 5.4.4; and
 - (b) a local authority must review and, if necessary, initiate an amendment to a regional or district plan to give effect to the Vision and Strategy;
- 5.4.6 any amendment referred to in clause 5.4.5 must be undertaken using the process set out in Schedule 1 of the Resource Management Act 1991;
- 5.4.7 a local authority must commence the review and amendment process referred to in clause 5.4.5 by no later than 6 months after the completion of the initial review of the Vision and Strategy referred to in clause 5.8.4(a);
- 5.4.8 if by the time that a local authority commences a review referred to in clause 5.4.5 a joint management agreement between Maniapoto and that local authority is not in force, then the local authority will:
- (a) convene a joint working party as provided for in clause 7.5.12(a);
 - (b) ensure that the local authority and Maniapoto jointly participate in the decision on the final recommendation to a local authority on the content of a proposed policy statement or plan to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 7.5.12(c); and
 - (c) discuss with Maniapoto the potential for Maniapoto to participate in the decisions to be made on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 7.5.12(d);
- 5.4.9 a local authority must commence the review and amendment process referred to in clause 5.4.5 no later than 12 months after the completion of any subsequent review of the Vision and Strategy referred to in clause 5.8.3;
- 5.4.10 pending the completion of a review and any amendment process referred to in clause 5.4.5, if there is an inconsistency between the updated Vision and Strategy and any other component in the Waikato Regional Policy Statement then the Vision and Strategy will prevail;
- 5.4.11 any obligation on a local authority to amend a Resource Management Act Planning document under section 55 of the Resource Management Act 1991 does not apply to the extent that a proposed amendment would be inconsistent with the Vision and Strategy;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.4.12 where the Waikato Regional Council is undertaking a review of, and any amendments to, the Waikato Regional Policy Statement under section 79 of the Resource Management Act 1991, that review may not extend to the Vision and Strategy component of the Waikato Regional Policy Statement;
- 5.4.13 the Vision and Strategy will prevail over any inconsistent provision in:
- (a) a national policy statement issued under section 52 of the Resource Management Act 1991; and
 - (b) a New Zealand coastal policy statement issued under section 52 of the Resource Management Act 1991;
- 5.4.14 where a rule has been included in a regional plan or district plan for the purpose of giving effect to the Vision and Strategy, that rule will prevail over:
- (a) a national environmental standard made under section 43 of the Resource Management Act 1991;
 - (b) a water conservation order made under section 214 of the Resource Management Act 1991; and
 - (c) a bylaw made by a local authority;
- 5.4.15 clause 5.4.14 applies only to the extent that the rule included in a regional plan or district plan for the purpose of giving effect to the Vision and Strategy is more stringent than the matters set out in clause 5.4.14 (a) to (c);
- 5.4.16 following the completion of a review of the Vision and Strategy under clauses 5.8.3 or 5.8.4(a) and any resulting amendments referred to in clause 5.4.5 have been made:
- (a) a local authority may commence a review of the conditions of a resource consent under section 128 of the Resource Management Act 1991; and
 - (b) a requiring authority may give notice of its requirement to alter a designation under section 181 of the Resource Management Act 1991;
- 5.4.17 clauses 5.4.1 to 5.4.16 have effect to the extent that the content of the Vision and Strategy relates to matters covered by the Resource Management Act 1991;
- 5.4.18 to the extent that it affects the Waikato River, a national energy efficiency and conservation strategy prepared and published under section 18 of the Energy Efficiency and Conservation Act 2000 must be consistent with the Vision and Strategy;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.4.19 to the extent that the Vision and Strategy affects the Waikato River, the responsible Minister must take into account the Vision and Strategy when preparing a national land transport strategy under Part 3 of the Land Transport Management Act 2003; and
- 5.4.20 to the extent that it affects the Waikato River, a management plan for a foreshore and seabed reserve prepared under section 44 of the Foreshore and Seabed Act 2004 must not be inconsistent with the Vision and Strategy.
- 5.5 The obligations under clause 5.4 apply notwithstanding sections 59 to 77 of the Resource Management Act 1991.

Statements of general policy under the Conservation Act 1987 and Acts in Schedule 1 of that Act

- 5.6 Statutory recognition of the Vision and Strategy provides that:
- 5.6.1 for the purposes of each of the following Acts, the Vision and Strategy is a statement of general policy approved under the following specified sections:
- (a) Conservation Act 1987, section 17B;
 - (b) Wildlife Act 1953, section 14C;
 - (c) Reserves Act 1977, section 15A;
 - (d) National Parks Act 1980, section 44; and
 - (e) Wild Animal Control Act 1977, section 5;
- 5.6.2 a conservation management strategy or a conservation management plan made under an Act listed under clause 5.6.1 must not derogate from a statement of general policy created by clause 5.6.1;
- 5.6.3 the requirement in clause 5.6.2 does not take effect for any statement of general policy made under clause 5.6.1 until the date that the strategy or plan is next reviewed or amended;
- 5.6.4 the review or amendment process for a conservation management strategy or conservation management plan affected by clause 5.6.2 must commence:
- (a) no later than 6 months after the completion of the initial review of the Vision and Strategy referred to in clause 5.8.4(a); and
 - (b) following the completion of any subsequent review of the Vision and Strategy under clause 5.8.3, no later than 12 months after the completion of the review of the Vision and Strategy under clause 5.8.3;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.6.5 pending the completion of a review or amendment process referred to in clause 5.8.3, if any component of a conservation management strategy or conservation management plan derogates from the Vision and Strategy, then the Vision and Strategy shall prevail;
- 5.6.6 to avoid doubt, nothing in a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 or a sports fish management plan approved under section 17M of the Conservation Act 1987 may derogate from the Vision and Strategy;
- 5.6.7 clauses 5.6.2 to 5.6.5 apply to a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 and a sports fish management plan approved under section 17M of the Conservation Act 1987 as if those plans are conservation management plans; and
- 5.6.8 clauses 5.6.1 and 5.6.2 have effect in respect of an Act specified in those clauses to the extent that the content of the Vision and Strategy relates to the exercise of powers or the carrying out of functions for the Waikato River and activities in its catchment that affect the Waikato River under that Act.

Obligation to have particular regard to Vision and Strategy

- 5.7 Statutory recognition of the Vision and Strategy provides that:
 - 5.7.1 a person exercising powers or functions relating to the Waikato River and activities in its catchment that affect the Waikato River under any Act specified in clause 5.7.2 must, in addition to any other requirement specified in those Acts for the exercise of that power, have particular regard to the Vision and Strategy;
 - 5.7.2 the Acts are:
 - (a) Biosecurity Act 1993;
 - (b) Conservation Act 1987;
 - (c) Fisheries Act 1996;
 - (d) Forests Act 1949;
 - (e) Health Act 1956;
 - (f) Historic Places Act 1993;
 - (g) Land Drainage Act 1908;
 - (h) Local Government Act 1974;
 - (i) Local Government Act 2002;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (j) National Parks Act 1980;
- (k) Native Plants Protection Act 1934;
- (l) New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;
- (m) Queen Elizabeth the Second National Trust Act 1977;
- (n) Reserves Act 1977;
- (o) Resource Management Act 1991;
- (p) River Boards Act 1908;
- (q) Soil Conservation and Rivers Control Act 1941;
- (r) Walking Access Act 2008;
- (s) Wild Animal Control Act 1977; and
- (t) Wildlife Act 1953; and

5.7.3 clause 5.7.1 does not have effect in relation to:

- (a) the Resource Management Act 1991, where clause 5.4 affects the exercise of a power or the carrying out of a function; and
- (b) the Acts specified in clause 5.6.1 where clauses 5.6.1 to 5.6.6 affect the exercise of a power or the carrying out of a function; and

Statement regarding Vision and Strategy

5.7.4 where a local authority or other person has prepared or changed a document in accordance with the obligations under clauses 5.4 to 5.7.2, that authority or person must:

- (a) make an explicit statement in the relevant document on how the Vision and Strategy has been addressed; and
- (b) no later than 20 business days after the completion of the relevant document, provide a copy of that statement to the Waikato River Authority.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

REVIEW OF THE VISION AND STRATEGY

5.8 Statutory recognition of the Vision and Strategy provides that:

5.8.1 when reviewing the Vision and Strategy, the Waikato River Authority:

- (a) may recommend that the Vision and Strategy includes:
 - (i) targets to achieve the Vision and Strategy; and
 - (ii) methods to implement the Vision and Strategy;
- (b) may otherwise recommend amendments to the Vision and Strategy including any targets and methods;
- (c) to the extent that they are consistent with the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations, must take into account:
 - (i) the Maniapoto Iwi Environmental Management Plan;
 - (ii) other environmental plans of iwi insofar as they relate to the Waikato River; and
 - (iii) the Maniapoto objectives for the Waipa River insofar as they relate to the Lower Waipa River;
 - (iv) other iwi objectives for the Waikato River; and
 - (v) the report of the scoping study undertaken in accordance with clause 6.22; and
- (d) may take into account any other documents considered relevant by the Waikato River Authority to the health and wellbeing of the Waikato River; and
- (e) must follow the process set out in part 2 of the schedule to the deed.

Nature of Recommendations

5.8.2 the Waikato River Authority may only make recommendations to amend the Vision and Strategy that are consistent with the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Timing of reviews

- 5.8.3 the Waikato River Authority may initiate reviews at any time but a review must be undertaken at intervals no greater than 10 years after the previous review;
- 5.8.4 despite clause 5.8.3 the Waikato River Authority:
- (a) must within 3 months of the date on which the Authority is established commence an initial review of the Vision and Strategy to consider whether targets and methods should be developed for inclusion in the Vision and Strategy;
 - (b) may, in its discretion, extend the initial review of the Vision and Strategy under clause 5.8.4(a) to include consideration of whether the Vision and Strategy should be amended other than by the inclusion of targets and methods; and
 - (c) must not commence any further review of the Vision and Strategy sooner than 5 years after the date on which it gives notification or makes the recommendation under clause 7.2 of part 2 of the schedule.

Initial review

- 5.8.5 in respect of the initial review of the Vision and Strategy undertaken under clause 5.8.4(a) and without limiting the requirements of clause 5.8.1, the Waikato River Authority:
- (a) must consider whether targets and methods should be developed for inclusion in the Vision and Strategy;
 - (b) may make recommendations to amend the Vision and Strategy by including targets and methods; and
 - (c) may, in the event that it exercises its discretion under clause 5.8.4(b), extend the initial review to:
 - (i) consider whether the Vision and Strategy should be amended in any other respect; and
 - (ii) make recommendations to amend the Vision and Strategy other than by the inclusion of:
 - A. amendments to achieve the overarching purpose of this deed; and
 - B. targets and methods.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Advice to amend

- 5.8.6 the Minister for the Environment must advise the Governor-General to make an Order in Council under clause 5.11.4 to amend the Vision and Strategy if:
- (a) the Crown, Maniapoto and the other appointers each receive a written recommendation from the Waikato River Authority to amend the Vision and Strategy;
 - (b) the written recommendation sets out in full the amended Vision and Strategy; and
 - (c) the Crown, Maniapoto and the other appointers agree in writing with each other to accept the recommendation.

THE UPPER WAIPA RIVER AND MANIAPOTO LEGISLATION

Application of Vision and Strategy to the Upper Waipa River

- 5.9 In the agreements in principle between Maniapoto and the Crown in respect of a co-governance framework and co-management arrangements for the Waipa River, the parties agreed to work towards the application of the Vision and Strategy to the Upper Waipa River.
- 5.10 Under this deed, Maniapoto and the Crown agree that the Vision and Strategy is to be the primary direction setting document:
- 5.10.1 for the Waipa River, applying to the Upper Waipa River as well as to the Waikato River (including the Lower Waipa River); and
 - 5.10.2 to achieve the overarching purpose of this deed.

Basis for application of Vision and Strategy to the Upper Waipa River

- 5.11 The Maniapoto legislation will:
- 5.11.1 provide that, upon completion of the initial review of the Vision and Strategy in accordance with clauses 5.8.4(a) and 5.15.2, the application of the Vision and Strategy will be extended to include the Upper Waipa River and activities in its catchment affecting the Upper Waipa River;
 - 5.11.2 set out the Vision and Strategy in a schedule to the Maniapoto legislation, initially in the form set out in part 1 of the schedule to this deed (subject to extension and amendment under clauses 5.11.4 and 5.15);
 - 5.11.3 record that:
 - (a) Te Awa o Waipa is a taonga to Maniapoto; the relationship between Maniapoto and the Waipa River is historic, intellectual, physical and spiritual; to Maniapoto, their relationship with the Waipa River and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (b) the particular characteristics of the Upper Waipa River and its place within the rohe and customs of Maniapoto is of special significance to Maniapoto; and
 - (c) the Waipa River is a significant contributor to the region's social, cultural, environmental and economic wellbeing;
- 5.11.4 provide that the Governor-General may, from time to time on the advice of the Minister for the Environment in accordance with clause 5.8.6, by Order in Council, amend the schedule to the Maniapoto legislation that sets out the Vision and Strategy with effect from a date specified in the Order in Council.

5.12 The Maniapoto legislation will provide that:

- 5.12.1 the Vision and Strategy is intended by Parliament to be the primary direction setting document for the Waipa River and the Waikato River and activities within their catchments affecting the Waipa River and the Waikato River; and
- 5.12.2 the Maniapoto legislation will be interpreted in a manner consistent with clause 5.12.1.

Duties of local authorities

5.13 The Maniapoto legislation will provide that, for the purposes of clause 5.4, local authority means Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, areas "A", "B" and "C" on the SO plan, but does not include the Auckland Council, and the Maniapoto legislation will provide that any local authority whose boundaries fall within, or partly within, area "C" on the SO plan must comply with the requirements of clause 5.4.

Recognition of the Vision and Strategy

5.14 The Maniapoto legislation will provide that:

- 5.14.1 clauses 5.6.1 and 5.6.2 have effect in respect of an Act specified in those clauses to the extent that the content of the Vision and Strategy relates to the exercise of powers or the carrying out of functions for the Upper Waipa River and activities in its catchment that affect the Upper Waipa River under that Act as well as for the Waikato River and activities in its catchment that affect the Waikato River;
- 5.14.2 a person exercising powers or functions relating to the Upper Waipa River and activities in its catchment that affect the Upper Waipa River under any Act specified in clause 5.7.2 must, in addition to any other requirement specified in clause 5.7.1 and in those Acts for the exercise of that power, have particular regard to the Vision and Strategy;
- 5.14.3 to the extent that it affects the Upper Waipa River in addition to the Waikato River, a national energy efficiency and conservation strategy prepared and published under section 18 of the Energy Efficiency and Conservation Act 2000 must be consistent with the Vision and Strategy;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.14.4 to the extent that the Vision and Strategy affects the Upper Waipa River in addition to the Waikato River, the responsible Minister must take into account the Vision and Strategy when preparing a national land transport strategy under Part 3 of the Land Transport Management Act 2003;
- 5.14.5 to the extent that it affects the Upper Waipa River in addition to the Waikato River, a management plan for a foreshore and seabed reserve prepared under section 44 of the Foreshore and Seabed Act 2004 must not be inconsistent with the Vision and Strategy;
- 5.14.6 the obligations under clause 5.13 apply notwithstanding sections 59 to 77 of the Resource Management Act 1991; and
- 5.14.7 where a local authority or other person has prepared or changed a document in accordance with the obligations under clauses 5.13 and 5.14.1, that authority or person must:
- (a) make an explicit statement in the relevant document on how the Vision and Strategy has been addressed; and
 - (b) no later than 20 business days after the completion of the relevant document, provide a copy of that statement to the Waikato River Authority.

Reviews of the Vision and Strategy

- 5.15 To the extent that the Vision and Strategy applies to the Upper Waipa River, the Maniapoto legislation will provide that:
- 5.15.1 when undertaking reviews of the Vision and Strategy, in addition to any other matters it is required to consider the Waikato River Authority:
- (a) must ensure that the Vision and Strategy contributes to achieving the overarching purpose of this deed; and
 - (b) if necessary, may recommend amendments to the Vision and Strategy, including targets and methods, for achieving the overarching purpose of this deed;
- 5.15.2 without limiting the requirements of clause 5.8.4, the Waikato River Authority must within 3 months of the date on which the Authority is established commence an initial review of the Vision and Strategy to consider whether amendments are required to ensure the Vision and Strategy contributes to achieving the overarching purpose of this deed and may recommend amendments to the Vision and Strategy for achieving the overarching purpose of this deed;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.15.3 despite clause 5.8.1(c), when developing amendments to the Vision and Strategy under clause 5.15.1(b) and 5.15.2 to achieve the overarching purpose of this deed as it relates to the Upper Waipa River, the Waikato River Authority:
- (a) must take into account:
 - (i) the Maniapoto Iwi Environmental Management Plan; and
 - (ii) the Maniapoto objectives for the Waipa River; and
 - (b) may consider whether the application of the Vision and Strategy to the Waipa River should be reflected in its title;
- 5.15.4 in addition to the requirements of part 2 of the schedule:
- (a) when carrying out a review of the Vision and Strategy the Waikato River Authority must consult with Maniapoto where the review relates to amendments to achieve the overarching purpose of this deed;
 - (b) during the preparation of a draft Vision and Strategy the Waikato River Authority must consult with Maniapoto in relation to any amendment of the Vision and Strategy to achieve the overarching purpose of this deed;
 - (c) in making a decision under subclause 7.2 of part 2 of the schedule the Waikato River Authority must:
 - (i) seek to identify all reasonably practicable options for the achievement of 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; and
 - (ii) assess the options by considering the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural wellbeing of the communities associated with the Waipa River, including if practicable a quantification of the benefits and costs of each option;
- 5.15.5 the Waikato River Authority may only make recommendations to amend the Vision and Strategy that are consistent with:
- (a) the overarching purpose of this deed to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations; and
 - (b) the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.15.6 the Minister for the Environment may not advise the Governor-General to make an Order in Council under clause 5.11.4 to add to or amend the Vision and Strategy to achieve the overarching purpose of this deed without the prior agreement in writing of Maniapoto.



6 CO-GOVERNANCE FRAMEWORK

CO-GOVERNANCE ENTITY

- 6.1 The co-governance framework includes a statutory body called the Waikato River Authority (**the co-governance entity**).
- 6.2 The legislation establishing the co-governance entity includes the provisions set out in part 3 of the schedule relating to the operation of the co-governance entity.

PURPOSES OF THE CO-GOVERNANCE ENTITY

- 6.3 The legislation establishing the co-governance entity provides that the purpose of the co-governance entity is to:
- 6.3.1 set the primary direction through the Vision and Strategy to achieve the restoration and protection of the health and wellbeing of the Waikato River for future generations;
- 6.3.2 promote an integrated, holistic and co-ordinated approach to the implementation of the Vision and Strategy and the management of the Waikato River, including the Lower Waipa River; and
- 6.3.3 act as trustee for the Waikato River Clean-Up Trust, fund rehabilitation initiatives for the Waikato River, including the Lower Waipa River.

FUNCTIONS OF THE CO-GOVERNANCE ENTITY

- 6.4 The legislation establishing the co-governance entity provides that:
- 6.4.1 the principal function of the co-governance entity is to achieve its purpose; and
- 6.4.2 the other functions of the co-governance entity are to:
- (a) engage with and provide advice to local authorities on amending Resource Management Act 1991 planning documents to make them give effect to the Vision and Strategy;
- (b) engage with and provide advice to the range of agencies with responsibilities related to the Waikato River, including, without limitation, local authorities and biosecurity, conservation, and fisheries agencies, to achieve an integrated, holistic and co-ordinated approach to the implementation of the Vision and Strategy and the management of the Waikato River;
- (c) engage with and provide advice to the Environmental Protection Authority;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (d) act as trustee for the Waikato River Clean-Up Trust and, in that capacity, administer the contestable clean-up fund for the Waikato River;
- (e) monitor:
 - (i) the carrying out, effectiveness and achievement of the principal function of the co-governance entity;
 - (ii) the implementation, effectiveness and achievement of the Vision and Strategy, including any targets and methods; and
 - (iii) the implementation, effectiveness and achievement of clean-up initiatives funded by the Waikato River Clean-Up Trust;
- (f) report at least every 5 years to the Crown, Maniapoto and the other appointers on the results of the monitoring carried out under clause 6.4.2(e);
- (g) periodically review the Vision and Strategy and, at the co-governance entity's discretion, recommend amendments to it to the Crown, Maniapoto and the other appointers;
- (h) request call-ins under the Resource Management Act 1991;
- (i) establish and maintain a register of accredited commissioners; and
- (j) appoint accredited commissioners to sit on hearings committees or boards of inquiry when required to do so in accordance with clauses 6.5.4(b) and 6.5.6(c);

6.4.3 for the purposes of carrying out its functions the co-governance entity:

- (a) has full capacity, and the full rights, powers, and privileges entailed by that capacity, to do any act or activity or enter into any transaction, subject to the following:
 - (i) the co-governance entity has the capacity, rights, powers, and privileges for the purposes only of carrying out its functions; and
 - (ii) the co-governance entity's capacity, rights, powers, and privileges are subject to the legislation establishing the co-governance entity, other enactments, and the common law.
- (b) may prescribe a fee for the purposes of clause 13 of part 3 of the schedule.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

RESOURCE CONSENT FUNCTIONS OF THE CO-GOVERNANCE ENTITY

- 6.5 The legislation establishing the co-governance entity provides that:
- 6.5.1 the co-governance entity must establish and maintain a register of persons who:
- (a) are accredited under a programme approved and notified under section 39A of the Resource Management Act 1991; and
 - (b) have been appointed for inclusion on the register by:
 - (i) Maniapoto; or
 - (ii) iwi who appoint members of the co-governance entity;
- 6.5.2 clauses 6.5.3 to 6.5.10 apply only to applications to the Waikato Regional Council or to the Environmental Protection Authority for resource consent:
- (a) to take, use, dam or divert water in the Waikato River;
 - (b) to be allowed to make a point source discharge to the Waikato River; and
 - (c) to do any activity listed in section 13 of the Resource Management Act 1991 in relation to the Waikato River.
- 6.5.3 no later than 5 business days after receiving an application for resource consent referred to in clause 6.5.2, the Waikato Regional Council must provide written or electronic notice to the co-governance entity and Maniapoto of the receipt of the application;
- 6.5.4 if the Waikato Regional Council holds a hearing under the Resource Management Act 1991 in relation to an application for resource consent referred to in clause 6.5.2, the committee to hear and make a decision on the application must comprise:
- (a) a number of members appointed by the Waikato Regional Council who are accredited under a programme approved and notified under section 39A of the Resource Management Act 1991;
 - (b) the same number of members appointed by the co-governance entity who must be persons whose names are recorded on the register referred to in clause 6.5.1; and
 - (c) an independent chairperson jointly appointed by the co-governance entity and the Waikato Regional Council, who must be accredited under a programme approved and notified under section 39A of the Resource Management Act 1991;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 6.5.5 the co-governance entity and the Waikato Regional Council must discuss the persons to be appointed to the hearing committee with a view to ensuring that the committee contains members with an appropriate mix of skills, expertise and experience;
- 6.5.6 if an application is called in and referred to a Board of Inquiry under Part 6AA of the Resource Management Act 1991, then:
- (a) as soon as practicable, the Environmental Protection Authority must serve notice on the co-governance entity of the decision to call in the application;
 - (b) as soon as practicable, the Minister for the Environment must request from the co-governance entity the names of one person or two persons for appointment to the Board of Inquiry, seeking the name of 1 person if the Board of Inquiry is to have 3 appointees and the names of 2 persons if the Board of Inquiry is to have 5 appointees;
 - (c) within 10 business days of receiving the request under clause 6.5.6(b), the co-governance entity must give the Minister for the Environment the number of names sought by the Minister, taking the names from the register referred to in clause 6.5.1; and
 - (d) the Board of Inquiry must consist of:
 - (i) the persons named under clause 6.5.6(c);
 - (ii) the same number of other persons; and
 - (iii) a chairperson appointed under section 149J(3)(b) of the Resource Management Act 1991;
- 6.5.7 the co-governance entity and the Minister must discuss the persons to be appointed to the Board of Inquiry with a view to ensuring that the Board of Inquiry contains members with an appropriate mix of skills, expertise and experience;
- 6.5.8 persons appointed under clause 6.5.6 must be treated in the same manner as persons appointed under section 149J of the Resource Management Act 1991;
- 6.5.9 if an application for resource consent is lodged with the Environmental Protection Authority under section 145 of the Resource Management Act 1991, and a direction is made under section 147(1)(c) to refer the matter to Waikato Regional Council, then clauses 6.5.3 to 6.5.5 will apply; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 6.5.10 if the Waikato Regional Council receives a request under section 100A of the Resource Management Act 1991 for the Waikato Regional Council to delegate the hearing of an application to a commissioner or commissioners:
- (a) the Waikato Regional Council must delegate the hearing duties, functions, and powers only of the persons it must appoint under clause 6.5.4(a) and must not delegate the hearing duties, functions, and powers of the persons whom the co-governance entity must appoint under clause 6.5.4(b);
 - (b) the Waikato Regional Council must ensure that the number of commissioners delegated to hear the application is equal to the number of members appointed under clause 6.5.4(b); and
 - (c) the commissioners delegated to hear the application are:
 - (i) the commissioners to whom the Waikato Regional Council delegates hearing duties, functions, and powers under clause 6.5.10(a), who are appointed under section 100A of the Resource Management Act 1991; and
 - (ii) the persons whom the co-governance entity appoints under clause 6.5.4(b), who are deemed to be appointed under section 100A of the Resource Management Act 1991; and
 - (iii) the independent chairperson appointed under clause 6.5.4(c), who is deemed to be appointed under section 100A of the Resource Management Act 1991.

REVIEW OF THE GOVERNANCE ENTITY

- 6.6 Meetings will be held five yearly for the purposes set out in clause 6.7.
- 6.7 The purposes are to:
- 6.7.1 review the operations and outcomes of the co-governance entity;
 - 6.7.2 review how effective the co-governance entity has achieved its purpose and functions; and
 - 6.7.3 consider what action the participants in the meeting may consider appropriate to enable the co-governance entity to achieve more effectively its purpose and functions.
- 6.8 The first meeting is to be held on a date to be agreed by the Crown and Maniapoto, in conjunction with the other iwi who appoint members to the co-governance entity, that is within six months of the submission of the first report by the co-governance entity under clause 6.4.2(f), with subsequent meetings to be held within six months of each subsequent report issued by the co-governance entity.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 6.9 The proposed participants in the meetings are to be:
- 6.9.1 one individual nominated by Maniapoto;
 - 6.9.2 one individual nominated by Waikato-Tainui;
 - 6.9.3 one individual nominated by Raukawa;
 - 6.9.4 one individual nominated by Te Arawa River Iwi;
 - 6.9.5 one individual nominated by Ngati Tuwharetoa;
 - 6.9.6 the Prime Minister or nominee;
 - 6.9.7 the Minister of Finance or nominee;
 - 6.9.8 the Minister for the Environment or nominee;
 - 6.9.9 the Minister of Maori Affairs or nominee;
 - 6.9.10 the Chairperson of the Waikato Regional Council or nominee; and
 - 6.9.11 any other individuals that Maniapoto and the Crown agree should attend a particular meeting.

CLEAN-UP TRUST

Establishment of Trust

- 6.10 The legislation establishing the co-governance entity provides:
- 6.10.1 for the establishment of the Waikato River Clean-up Trust (**the Clean-up Trust**);
 - 6.10.2 that the co-governance entity is the trustee for the Clean-up Trust;
 - 6.10.3 that the object of the Clean-up Trust is the restoration and protection of the health and wellbeing of the Waikato River (including the Lower Waipa River) for future generations;
 - 6.10.4 for the terms of the Clean-up Trust (which are set out in part 4 of the schedule); and
 - 6.10.5 that the trustee of the Clean-up Trust is deemed to satisfy the requirements of section CW 41(5)(a) of the Income Tax Act 2007.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 6.11 As set out in part 4 of the schedule, the trust fund of the Clean-up Trust will be available on a contestable basis for use in projects to achieve the object of the trust that are:
- 6.11.1 proposed by any applicants including Maniapoto, Waikato-Tainui, Raukawa, Te Arawa River Iwi, Ngati Tuwharetoa, other iwi, local authorities, landowners or others furnishing to the trustee detailed applications in such form as the trustee may from time to time require; and
 - 6.11.2 considered by the trustee under a process devised by the trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
 - 6.11.3 approved by the trustee after due consideration.
- 6.12 Under a deed of settlement with Waikato-Tainui dated 17 December 2009, the Crown has agreed to settle on the trustee of the Waikato River Clean-up Trust for the purposes of that trust insofar as they relate to the Waikato River:
- 6.12.1 the sum of \$21,000,000, on the Waikato-Tainui settlement date; and
 - 6.12.2 further sums of \$7,000,000 on each anniversary of the settlement date up to and including the 27th anniversary of the Waikato-Tainui settlement date.
- 6.13 The Crown and other persons may settle amounts on the trustee of the Waikato River Clean-up Trust for the purposes of that trust and the trustee will accept such other settlements if the terms of such other settlements are consistent with the object of the trust.

THE UPPER WAIPA RIVER AND MANIAPOTO LEGISLATION

Functions of the co-governance entity in relation to the Upper Waipa River

- 6.14 In the Agreement in Principle between Maniapoto and the Crown in respect of co-governance and co-management arrangements for the Waipa River dated 3 November 2009:
- 6.14.1 Maniapoto and the Crown agreed to work towards the application of the co-governance entity to the Upper Waipa River; and
 - 6.14.2 the Crown acknowledged that the application of the co-governance entity to the Upper Waipa River would require mechanisms for Maniapoto input into decision making that reflect the mana of Maniapoto with respect to the Upper Waipa River.
- 6.15 Under this deed, Maniapoto and the Crown agree that the functions of the co-governance entity are extended to the Upper Waipa River as well as to the Waikato River (including the Lower Waipa River).



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Basis for extending the functions of the co-governance entity to the Upper Waipa River

Extension of functions and purpose of co-governance entity

6.16 The Maniapoto legislation will:

6.16.1 provide for the extension of the functions of the co-governance entity to the Upper Waipa River;

6.16.2 insofar as the functions of the co-governance entity apply to the Upper Waipa River, extend the purpose of the co-governance entity so that its purpose is to:

- (a) set the primary direction through the Vision and Strategy to achieve 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
- (b) promote an integrated, holistic and co-ordinated approach to the implementation of the Vision and Strategy; and

6.16.3 insofar as the functions of the co-governance entity apply to the Upper Waipa River, extend the functions of the co-governance entity so that:

- (a) the principal function of the co-governance entity is to achieve its extended purpose under clause 6.16.2;
- (b) the other functions of the co-governance entity are to:
 - (i) engage with and provide advice to local authorities on amending Resource Management Act 1991 planning documents to make them give effect to the Vision and Strategy;
 - (ii) engage with and provide advice to the range of agencies with responsibilities related to the Upper Waipa River, including, without limitation, local authorities and biosecurity, conservation, and fisheries agencies, to achieve an integrated, holistic and co-ordinated approach to the implementation of the Vision and Strategy and the management of the Upper Waipa River;
 - (iii) engage with and provide advice to the Environmental Protection Authority;
 - (iv) subject to the outcome of the engagement and meeting referred to in clauses 6.26 to 6.28, administer the application of the contestable clean-up fund to the Upper Waipa River;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (v) monitor:
 - A. the carrying out, effectiveness and achievement of the extended function of the co-governance entity;
 - B. the implementation, effectiveness and achievement of the Vision and Strategy, including any targets and methods; and
 - C. the implementation, effectiveness and achievement of clean-up initiatives funded by the Waikato River Clean-Up Trust;
- (vi) report at least every 5 years to the Crown and Maniapoto on the results of the monitoring carried out under clause 6.16.3(b)(v) as it relates 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;
- (vii) periodically review the Vision and Strategy and, at the co-governance entity's discretion, recommend amendments to it to the Crown, Maniapoto and the other appointers;
- (viii) request call-ins under the Resource Management Act 1991;
- (ix) establish and maintain a register of accredited commissioners; and
- (x) appoint accredited commissioners to sit on hearings committees or boards of inquiry when required to do so in accordance with clauses 6.5.4(b) and 6.5.6(c).

Extension in relation to call-ins

6.17 The Maniapoto legislation will:

- 6.17.1 provide that before exercising its discretion under clauses 6.4.2(h) and 6.16.3(b)(viii) to request a call-in the co-governance entity must, if the application relates to the Upper Waipa River:
 - (a) consult with Maniapoto about whether a call-in should be requested; and
 - (b) have particular regard to the views expressed by Maniapoto in deciding whether to request a call-in.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Extension in relation to operation of the co-governance entity

6.18 Insofar as the functions of the co-governance entity apply to the Upper Waipa River, the Maniapoto legislation will:

6.18.1 include, in addition to the matters set out in part 3 of the schedule, the following provisions relating to the operation of the co-governance entity:

- (a) the territorial authorities that may recommend persons for appointment as a member of the co-governance entity under clause 2.1.7 of part 3 of the schedule, in addition to the local authorities referred to in clause 2.1.7 of part 3 of the schedule, shall include territorial authorities whose boundaries fall within, or partly within, area “C” on the SO plan;
- (b) in appointing members to the co-governance entity under clause 2.1.8 of part 3 of the schedule, the Minister for the Environment, in addition to the matters set out in clause 2.2 of part 3 of the schedule, must:
 - (i) have regard to the persons recommended by the Waikato Regional Council and territorial authorities as well as the members already appointed to the co-governance entity; and
 - (ii) ensure that the membership of the co-governance entity reflects a balanced mix of knowledge and experience in relation to:
 - A. both the Waikato River and the Waipa River, including the Upper Waipa River; and
 - B. the purpose of the co-governance entity, including its extended purpose under clause 6.16.2;
- (c) for the purpose of ensuring that at least 2 of the members appointed under clauses 2.1.6 to 2.1.8 of part 3 of the schedule are ordinarily resident in the Waikato Region, the Waikato Region is deemed to be areas “A”, “B” and “C” on the SO plan;
- (d) in recommending a person for appointment as a member of the co-governance entity, a local authority whose boundaries fall within, or partly within, area “C” on the SO plan, in addition to the matters set out in clause 2.3 of part 3 of the schedule, must be satisfied that the person has the skills, knowledge and experience to contribute to the overarching purpose of this deed to restore and maintain 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;
- (e) if the Minister for the Environment appoints a member of the co-governance entity under clauses 2.5 and 2.6 of part 3 of the schedule, the Minister may only appoint a person who, in the opinion of the Minister, has, in addition to the matters set out in clauses 2.5 and 2.6



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

of part 3 of the schedule, the skills, knowledge and experience to contribute to the achievement of the overarching purpose of this deed to restore and maintain 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;

- (f) if there is a vacancy in the membership of the co-governance entity because after three weeks Maniapoto has not made an appointment, the chair of the Maniapoto Maori Trust Board will be deemed to be appointed as the member or successor to the member;
- (g) when publishing notice of a meeting of the co-governance entity in a newspaper the co-governance entity must ensure that the notice is published in a newspaper circulating within area "C" on the SO plan; and
- (h) if a meeting of the co-governance entity is considering matters affecting the Upper Waipa River, the quorum for the meeting must include the member appointed by Maniapoto.

Resource consent decision-making

6.19 The Maniapoto legislation will provide that:

6.19.1 in addition to the resource consent applications referred to in clause 6.5.2, clauses 6.5.3 to 6.5.10 apply to applications to the Waikato Regional Council or to the Environmental Protection Authority for resource consent:

- (a) to take, use, dam or divert water in the Upper Waipa River;
- (b) to be allowed to make a point source discharge to the Upper Waipa River; and
- (c) to do any activity listed in section 13 of the Resource Management Act 1991 in relation to the Upper Waipa River;

6.19.2 if an application for resource consent referred to in clause 6.5.2 relates to the Upper Waipa River or its catchment:

- (a) within sufficient time to comply with timeframes prescribed under the Resource Management Act 1991 for commencing a hearing, the co-governance entity must, before appointing members to a committee under clause 6.5.4(b);
 - (i) consult with Maniapoto concerning the appointees that will be proposed by the co-governance entity; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (ii) unless good reason exists to do otherwise, include in its proposed appointees one or more appointees identified by Maniapoto.
 - (b) nothing in paragraph (a) of this clause excuses the Waikato Regional Council from complying with timeframes for processing applications for resource consent prescribed under the Resource Management Act 1991;
 - (c) the appointment of members of a hearing committee under clause 6.5.4(b) may not be questioned on the grounds that the requirements of paragraph (a) of this clause have not been met;
- 6.19.3 if a called in application relates to the Upper Waipa River or its catchment:
- (a) within sufficient time to enable the governance to meet the timeframe under clause 6.5.6(c), the co-governance entity must, before providing names to the Minister under clause 6.5.6(c):
 - (i) consult with Maniapoto concerning the appointee that will be proposed by the governance entity; and
 - (ii) unless good reason exists to do otherwise, include in its proposed appointees any appointee identified by Maniapoto.
 - (b) the appointment of members of a board of inquiry under clause 6.5.6 may not be questioned on the grounds that the requirements of paragraph (a) of this clause have not been met;

Review of the co-governance entity

- 6.20 In conjunction with the meetings referred to in clause 6.6, representatives of the Crown and Maniapoto will meet five yearly to:
- 6.20.1 review how effective the co-governance entity has been in setting the primary direction through the Vision and Strategy to achieve 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
 - 6.20.2 consider what action the participants in the meeting may consider appropriate to enable the co-governance entity to achieve more effectively 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.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Clean-up of the Upper Waipa River

- 6.21 The Crown acknowledges that Maniapoto considers:
- 6.21.1 the clean-up of the Upper Waipa River to be an urgent priority in respect of:
- (a) the overarching purpose of this deed, being the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for future generations and the care and protection of the mana tuku iho o Waiwaia; and
 - (b) the clean-up of the Waikato River; and
- 6.21.2 there is a need to ensure that sufficient funding is made available for the clean-up of the Upper Waipa River.
- Scoping study for clean-up fund*
- 6.22 The Crown has commissioned and is funding an independent scoping study to:
- 6.22.1 identify rehabilitation priorities in relation to the Waikato River and the Waipa River (including the Upper Waipa River) and the likely cost of those priority activities; and
- 6.22.2 provide useful background information for the operation of the Clean-up Trust.
- 6.23 Insofar as the scoping study relates to the Waikato River:
- 6.23.1 the GEC is acting as a reference group pursuant to terms of reference issued jointly by the Crown and Waikato-Tainui; and
- 6.23.2 if, before the scoping study is completed, the GEC is replaced by any other committee or entity then the replacement committee or entity will act as a reference body for the scoping study on the same terms of reference as the GEC.
- 6.24 Insofar as the scoping study relates to the Upper Waipa River the Maniapoto Maori Trust Board is acting as a reference group.
- 6.25 The Crown will complete the scoping study referred to in clause 6.22 within six months of the date of this deed.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Clean-up funding

- 6.26 Within six months of receiving the scoping study under clause 6.22, the Crown will have:
- 6.26.1 engaged with Maniapoto in respect of the results of the scoping study and its implications for:
- (a) the clean-up of the Upper Waipa River; and
 - (b) the allocation and administration of funds for the clean-up of the Upper Waipa River including whether any funds will be provided directly to Maniapoto or to the trustee of the Clean-Up Trust to be applied to the Upper Waipa River; and
- 6.26.2 considered, in consultation with Maniapoto and Waikato-Tainui, whether any contributions should be made to the Clean-up Trust beyond the amount committed in the Waikato-Tainui deed of settlement in relation to the Waikato River dated 17 December 2009.
- 6.27 When considering the overall size of the Clean-up Trust under clause 6.26.2, the Crown will have regard to:
- 6.27.1 the results of the scoping study;
- 6.27.2 the object of the Clean-up Trust; and
- 6.27.3 the Crown's agreements with:
- (a) Waikato-Tainui under the deed of settlement in relation to the Waikato River dated 17 December 2009; and
 - (b) Ngati Tuwharetoa, Raukawa and Te Arawa River Iwi in relation to the Upper Waikato River under deeds dated 31 May 2010, 17 December 2009 and 9 March 2010.
- 6.28 If as a result of the engagement and consideration under clause 6.26 the Crown and Maniapoto agree that funds are required for projects and initiatives specific to the Upper Waipa River, then the Crown and Maniapoto will meet to discuss the possible provision of additional funds and, if so, whether those funds will be provided directly to Maniapoto or to the trustee of the Clean-up Trust to be applied to projects and initiatives specific to the Upper Waipa River.

Clean-up Trust

- 6.29 Unless prior to the introduction of the Maniapoto legislation the Crown and Maniapoto agree otherwise, the Maniapoto legislation will provide that in addition to, and without derogating from, the powers, functions and duties of the trustee of the Clean-up Trust under its terms of trust:



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 6.29.1 the trustee may apply any part of the income or capital of the trust (including any additional funding) on a contestable basis for use in projects in the Upper Waipa River;
- 6.29.2 when dealing with applications for funding for projects in the Upper Waipa River the trustee, in addition to the requirements of the terms of trust, must be satisfied that:
- (a) the project will promote or advance 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
 - (b) funding the project:
 - (i) will contribute to the object of the Clean-up Trust as set out in the terms of trust; and
 - (ii) is not inconsistent with the trustee's strategy document.
- 6.29.3 the process devised by the trustee of the Clean-up Trust for inviting and dealing with applications to the trust for funding must, in the case of applications which, in the view of the trustee, are based on the mauri of the Upper Waipa River, include adequate regard for the extent to which projects would further the Maniapoto iwi environmental plan; and
- 6.29.4 in considering whether an application to the trust for funding is based on the mauri of the Upper Waipa River the trustee must:
- (a) seek advice from Maniapoto; and
 - (b) form its view on whether an application is based on the mauri of the Upper Waipa River based on advice received from Maniapoto.



7 CO-MANAGEMENT ARRANGEMENTS

CO-MANAGEMENT

- 7.1 This deed reflects the commitment of Maniapoto and the Crown to enter a new era of co-management over the Waipa River. The successful implementation of co-management requires a new approach. The arrangements in this part of the deed provide a foundation for future co-management relationships between Maniapoto, the Crown, local authorities and other agencies, but do not preclude those parties entering into co-management arrangements beyond the scope of this deed.
- 7.2 The co-governance framework set out in parts 5 and 6 of this deed are partnered by a range of co-management arrangements, which are set out in this part. These co-management arrangements are designed to:
- 7.2.1 implement the direction set under the co-governance framework;
 - 7.2.2 reflect a range of existing legislative instruments including those intended to:
 - (a) facilitate Maori involvement in decision-making processes;
 - (b) recognise the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga; and
 - (c) reflect the principles of the Treaty of Waitangi; and
 - 7.1.1 promote 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.

STRUCTURE OF THIS PART

- 7.3 The principle of co-management is recognised and expressed in this part through:
- 7.3.1 the Maniapoto Iwi Environmental Management Plan;
 - 7.3.2 enhanced participation of Maniapoto through joint management agreements;
 - 7.3.3 an Upper Waipa River integrated management plan;
 - 7.3.4 provision for the issuing of regulations; and
 - 7.3.5 the other matters specified in this part.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

MANIAPOTO IWI ENVIRONMENTAL MANAGEMENT PLAN

7.4 The Maniapoto legislation will provide that:

Maniapoto Iwi Environmental Management Plan

- 7.4.1 Maniapoto may serve its Maniapoto Iwi Environmental Management Plan on a relevant local authority, the Director-General of Conservation, the chief executive of the Ministry of Fisheries, or any other relevant agency;
- 7.4.2 the Maniapoto Iwi Environmental Management Plan:
- (a) was prepared by Maniapoto and issued on 19 March 2007;
 - (b) may be reviewed and amended from time to time by Maniapoto; and
 - (c) will be available to the public for inspection at the offices of the Maniapoto Maori Trust Board and the relevant agencies, including local authorities;

Effect of the Maniapoto Iwi Environmental Management Plan

- 7.4.3 where a relevant local authority is preparing, reviewing or changing a Resource Management Act planning document, that local authority must recognise the Maniapoto Iwi Environmental Management Plan in the same manner as would be required under the Resource Management Act 1991 for any planning document recognised by an iwi authority;
- 7.4.4 a consent authority must have regard to the Maniapoto Iwi Environmental Management Plan when considering an application for resource consent under section 104 of the Resource Management Act 1991, where the consent authority considers the plan relevant and reasonably necessary to determine the application;
- 7.4.5 any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will recognise and provide for the Maniapoto Iwi Environmental Management Plan to the extent its contents relate to those functions, powers and duties; and
- 7.4.6 any person exercising functions, powers or duties under the conservation legislation in relation to the Waipa River and its catchment will have particular regard to the Maniapoto Iwi Environmental Management Plan to the extent its contents relate to the exercise of those functions, powers and duties.

JOINT MANAGEMENT AGREEMENTS



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

7.5 The Maniapoto legislation will provide that:

Obligation to enter joint management agreement

7.5.1 a joint management agreement will be in force between each of the local authorities referred to in clause 7.5.5 and Maniapoto no later than 18 months after the commencement of the Maniapoto legislation, unless the parties agree in writing to extend that period; and

7.5.2 each joint management agreement will be generally in the form set out in part 5 of the schedule to the deed and must contain mechanisms and processes that recognise and reflect the mana of Maniapoto and the relationship of Maniapoto with the Waipa River.

(“joint management agreement”)

Scope of joint management agreement

7.5.3 a joint management agreement:

(a) may only include matters relating to the Waipa River and activities within its catchment affecting the Waipa River;

(a) must cover the matters referred to in clause 7.5.4; and

(b) may cover matters in addition to the matters referred to in clause 7.5.4 which are agreed in accordance with clauses 7.5.49 and 7.5.52;

7.5.4 the joint management agreement will provide for the local authority and Maniapoto to work together in relation to the exercise of the following functions, powers and duties under the Resource Management Act 1991:

(a) monitoring and enforcement in accordance with clauses 7.5.7 and 7.5.8;

(b) preparation, review or change of a Resource Management Act Planning Document in accordance with clauses 7.5.11 to 7.5.14; and

(c) functions, powers or duties under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents in accordance with clauses 7.5.17 to 7.5.20;

7.5.5 clause 7.5.1 applies to:

(a) the Waikato Regional Council;

(b) any territorial authorities whose boundaries fall within, or partly within, area “C” on the SO plan; and

(c) the Waikato District Council.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Principles for development and operation of joint management agreements

- 7.5.6 the local authority and Maniapoto will, in working together to develop the joint management agreement, and in working together under the joint management agreement, act in a manner consistent with the following guiding principles:
- (a) promoting the overarching purpose of this deed to restore and maintain 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;
 - (b) respecting the mana of Maniapoto;
 - (c) promoting the principle of co-management as referred to in clauses 3.8 and 3.9;
 - (d) reflecting a shared commitment to:
 - (i) work together in good faith and a spirit of co-operation;
 - (ii) open, honest and transparent communication; and
 - (iii) use their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner; and
 - (e) recognising that the joint management agreement operates within statutory frameworks, and the importance of complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs.

Monitoring and enforcement

- 7.5.7 clause 7.5.8 applies in relation to monitoring and enforcement relating to the Waipa River and activities within its catchment affecting the Waipa River;
- 7.5.8 the section of the joint management agreement in relation to monitoring and enforcement will provide for the relevant local authority and Maniapoto to:
- (a) meet no less than twice each year to:
 - (i) discuss and agree the priorities for the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991;
 - (ii) discuss and agree the methods for and extent of the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (iii) discuss the opportunities for the participation of Maniapoto in the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991; and
 - (b) meet no less than twice each year to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991, including:
 - (i) the potential for the review of Resource Management Act planning documents; and
 - (ii) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices or the service of infringement notices;
 - (c) agree appropriate procedures for reporting back to Maniapoto on the enforcement action taken by the local authority;
 - (d) discuss and agree the role of Maniapoto in the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991; and
 - (e) discuss the opportunities for persons nominated by Maniapoto to be participate in enforcement action under the Resource Management Act 1991;
- 7.5.9 Maniapoto and the local authority will each bear their respective costs in carrying out the matters provided for in clause 7.5.8;
- 7.5.10 schedule 7 of the Local Government Act 2002 does not apply to the local authority and Maniapoto when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clause 7.5.8.

Preparation, review or change of a Resource Management Act planning document

- 7.5.11 clause 7.5.12 applies in relation to the preparation, review or change of a Resource Management Act planning document to the extent that those processes relate to the Vision and Strategy;
- 7.5.12 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will provide:
- (a) that prior to the commencement of the preparation, review or change process, the local authority and Maniapoto will convene a joint working party to discuss and recommend to the local authority:



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (i) the process to be adopted in relation to the preparation, review or change of that Resource Management Act planning document; and
 - (ii) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 to the Resource Management Act 1991;
 - (b) that the local authority and Maniapoto will jointly participate in making of the final recommendation to the local authority on whether to commence a review of, and whether to make an amendment to, a Resource Management Act planning document;
 - (c) that the local authority and Maniapoto will jointly participate in the final recommendation to a local authority on the content of a Resource Management Act planning document to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991; and
 - (d) that the local authority and Maniapoto will discuss the potential for Maniapoto to participate in the making of the decisions to be made on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991;
- 7.5.13 to avoid doubt, clause 7.5.12 also applies to a variation to a proposed policy statement or proposed plan;
- 7.5.14 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will also provide for a mechanism for Maniapoto to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991;
- 7.5.15 Maniapoto and the local authority will each bear their respective costs in participating in a joint working party under clause 7.5.12; and
- 7.5.16 schedule 7 of the Local Government Act 2002 does not apply to the local authority and Maniapoto when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clause 7.5.12;

Resource consent process

- 7.5.17 clauses 7.5.18 and 7.5.19 apply to applications for resource consents for the activities specified in clause 7.5.20;
- 7.5.18 the section of the joint management agreement in relation to the resource consent process will provide that:
- (a) each relevant local authority must provide to Maniapoto a summary of applications for resource consents received by that local authority;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (b) the information provided under clause 7.5.18(a) will be:
 - (i) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991, or as may be agreed between Maniapoto and the relevant local authority from time to time; and
 - (ii) provided as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 95A to 95C of the Resource Management Act 1991;
- (c) the local authority and Maniapoto will jointly develop and agree criteria to assist local authority decision-making under the following processes or sections of the Resource Management Act 1991:
 - (i) best practice for pre-application processes;
 - (ii) section 87E (request that application be determined by the Environment Court rather than consent authority);
 - (iii) section 88(3) (incomplete application for resource consent);
 - (iv) section 91 (deferral pending additional consents);
 - (v) section 92 (requests for further information);
 - (vi) section 95 to 95F (notification of applications for resource consent); and
 - (vii) sections 127 and 128 (change, cancellation or review of consent conditions);

7.5.19 to avoid doubt, the criteria developed and agreed under clause 7.5.18(c) are:

- (a) additional to, and must not derogate from, the existing criteria to be applied by the local authority under the Resource Management Act 1991; and
- (b) do not impose any requirement on a consent authority to change, cancel or review consent conditions.

7.5.20 Clauses 7.5.18 and 7.5.19 apply to:

- (a) applications to the Waikato Regional Council for resource consent for the following activities:
 - (i) take, use, dam or divert water from or in the Waipa River;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (ii) discharge any contaminant or water into the Waipa River;
 - (iii) discharge any contaminant onto or into land in circumstances which will result in that contaminant (or any other contaminant emanating as a result of natural processes from that contaminant) entering the Waipa River;
 - (iv) use, erect, reconstruct, place, alter, extend, remove, or demolish any structure or part of any structure in, on, under, or over the bed or banks of Waipa River;
 - (v) excavate, drill, tunnel, or otherwise disturb the bed or banks of the Waipa River;
 - (vi) introduce or plant any plant or any part of any plant (whether exotic or indigenous) in, on, or under the bed or banks of the Waipa River;
 - (vii) deposit any substance in, on, or under the bed or banks of the Waipa River;
 - (viii) reclaim or drain the bed of the Waipa River;
 - (ix) enter onto or pass across the bed of the Waipa River;
 - (x) damage, destroy, disturb, or remove a plant or a part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waipa River;
 - (xi) damage, destroy, disturb, or remove the habitats of plants or parts of plants, whether exotic or indigenous, in, on, or under the bed or banks of the Waipa River; and
 - (xii) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the Waipa River; and
- (b) applications to a relevant territorial authority for resource consent for the use of or activities on the surface of the water in the Waipa River;
- 7.5.21 Maniapoto and the local authority will each bear their respective costs in carrying out the matters provided for in clause 7.5.18;
- 7.5.22 schedule 7 of the Local Government Act 2002 does not apply to the local authority and Maniapoto when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clause 7.5.18.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Process for finalising joint management agreement

- 7.5.23 within 30 business days of the commencement of the Maniapoto legislation the local authority and Maniapoto will convene a joint committee which will be responsible for the process of finalising the joint management agreement;
- 7.5.24 Maniapoto and the local authority will work together in a positive and constructive manner to finalise the joint management agreement with facilitation by the Crown within the timeframe specified in clause 7.5.1 having particular regard to the principles set out in clause 7.5.6;
- 7.5.25 Maniapoto and the local authority may resort to any other facilitation, mediation or process considered by them to be appropriate in the process of finalising the joint management agreement;
- 7.5.26 no later than 14 months after the effective date, the local authority and Maniapoto will give notice to the Minister for the Environment:
- (a) confirming that all matters relating to the joint management agreement have been finalised; or
 - (b) identifying that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute; or
 - (c) notifying an agreement in writing under clause 7.5.1 to extend the date by which a joint management agreement will be in force;
- 7.5.27 where notice is given under clause 7.5.26(a), that notice must also specify that date upon which the joint management agreement is to come into force;
- 7.5.28 where notice is given under clause 7.5.26(b), the Minister for the Environment and Maniapoto, in consultation with the local authority, will work together to resolve any issue in dispute;
- 7.5.29 the process referred to in clause 7.5.28 may continue for a period of no more than two months, unless otherwise agreed in writing by the Minister for the Environment and Maniapoto;
- 7.5.30 where, at the expiration of the two month period referred to in clause 7.5.29, all matters relating to the joint management agreement have been resolved, Maniapoto and the local authority will finalise the joint management agreement and will give notice to the Minister for the Environment specifying the date upon which the joint management agreement is to come into force;
- 7.5.31 where, at the expiration of the two month period referred to in clause 7.5.29, there remains any issue in dispute in relation to the joint management agreement:



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (a) the Minister for the Environment will make a determination on the issue in dispute; and
 - (b) on the basis of that determination, Maniapoto and the local authority will finalise the joint management agreement and will give notice to the Minister for the Environment specifying the date upon which the joint management agreement is to come into force;
- 7.5.32 in making any determination under clause 7.5.31, the Minister for the Environment will have particular regard to the principles set out in clause 7.5.6;
- 7.5.33 the Minister for the Environment may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues in dispute between Maniapoto and the local authority;
- 7.5.34 where notice has been given under clause 7.5.26(c), not less than four months before the extended date by which a joint management agreement will be in force Maniapoto and the local authority will give notice in writing to the Minister for the Environment and Maniapoto:
 - (a) confirming that:
 - (i) all matters relating to the joint management agreement have been agreed; and
 - (ii) the joint management agreement will be in force on the extended date; or
 - (b) identifying that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute;
- 7.5.35 where notice is given under clause 7.5.34(b), the Minister for the Environment and Maniapoto, in consultation with the local authority, will work together to resolve any issue in dispute and the provisions of clauses 7.5.28 to 7.5.33 will apply with any necessary modification;
- 7.5.36 Maniapoto and the local authority may agree that a joint management agreement is to come into force in stages;
- 7.5.37 at the time that notice is given of the date upon which a joint management agreement is to come into force, Maniapoto and the local authority must also provide a copy of that agreement to the Minister for the Environment;
- 7.5.38 schedule 7 of the Local Government Act 2002 does not apply to the local authority and Maniapoto when, in finalising the joint management agreement, they carry out the duties and functions or exercise the powers described in clauses 7.5.24 to 7.5.37.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Suspension of joint management agreement

- 7.5.39 the local authority and Maniapoto may from time to time agree in writing to suspend, in whole or in part, the operation of the joint management agreement;
- 7.5.40 in reaching any agreement under clause 7.5.39, the parties must specify the scope and duration of any such suspension;
- 7.5.41 to avoid doubt, there is no right to terminate a joint management agreement;

Waiver of rights under joint management agreement

- 7.5.42 Maniapoto may notify the local authority from time to time that it waives any rights provided for under the joint management agreement;
- 7.5.43 in giving any notice under clause 7.5.42, Maniapoto must specify the extent and duration of any such waiver;
- 7.5.44 Maniapoto may at any time revoke a notice of waiver by notice in writing to the local authority;

Legal framework for joint management agreement

- 7.5.45 nothing in sections 36B to 36E of the Resource Management Act 1991 apply to the joint management agreement;
- 7.5.46 the performance or exercise of a function, power or duty under a joint management agreement has the same legal effect as a power, function or duty performed or exercised by a local authority;
- 7.5.47 a local authority will not use the special consultative procedure under section 83 of the Local Government Act 2002 in relation to a joint management agreement;
- 7.5.48 a joint management agreement is enforceable between the parties to it;

Extension of joint management agreement

- 7.5.49 Maniapoto and the local authority may extend the joint management agreement to cover any other functions, powers or duties as may be agreed between the two parties;
- 7.5.50 in the event that the parties agree to extend the joint management agreement to cover any other functions or powers:
 - (a) that extended part of the joint management agreement will be subject to clauses 7.5.3 to 7.5.6 and 7.5.39 to 7.5.48; but



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (b) despite clause 7.5.41, that extended part of the joint management agreement may be terminated in whole or in part by one party giving to the other party 20 business days notice;
- (c) to avoid doubt, no termination under clause 7.5.50(b) will affect the remaining part of the joint management agreement;
- (d) prior to either party exercising a right of termination under clause 7.5.50(b), the parties will work together to seek to resolve any issue in a manner consistent with the principles set out in clause 7.5.6 and the dispute resolution process contained in the joint management agreement;

Review and amendment of joint management agreement

- 7.5.51 Maniapoto and the local authority may agree at any time in writing to undertake a review of the joint management agreement;
- 7.5.52 where, as a result of a review, the local authority and Maniapoto agree in writing that the joint management agreement should be amended, those parties may amend the joint management agreement without further formality;
- 7.5.53 following an amendment to the joint management agreement, Maniapoto and the local authority will:
- (a) give notice in writing of such amendment to the Minister for the Environment; and
 - (b) provide a copy of the amended joint management agreement to the Minister for the Environment;

Transfers, delegations and joint management agreements

- 7.5.54 to avoid doubt, the provisions in this clause 7.5 relating to joint management agreements do not preclude the local authority from effecting a transfer or delegation, entering into any other joint management agreement with Maniapoto under the Resource Management Act 1991, or engaging in any other co-management arrangement with Maniapoto under any other legislation; and

Exercise of powers in certain circumstances

- 7.5.55 where a statutory power or function is affected by this joint management agreement, but a statutory timeframe for the exercise of that function or power is not able to be complied with under the joint management agreement, or an emergency situation arises, the local authority may exercise that power or function on its own account and not in accordance with the joint management agreement.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

UPPER WAIPA RIVER INTEGRATED MANAGEMENT PLAN

7.6 The Maniapoto legislation will provide that:

7.6.1 an Upper Waipa River integrated management plan is to be prepared and approved for the Upper Waipa River within 3 years of the date of commencement of the Maniapoto legislation;

Purpose of the integrated management plan

7.6.2 the purpose of the Upper Waipa River integrated management plan is to achieve an integrated approach between Maniapoto, relevant Crown agencies and relevant local authorities to the management of aquatic life, habitats and natural resources within the Upper Waipa River consistent with 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.

Components of the integrated management plan

7.6.3 the Upper Waikato River integrated management plan will include:

- (a) a component on issues related to conservation management under the conservation legislation (**conservation component**);
- (b) a component on issues related to fisheries management under the Fisheries Act 1996 (**fisheries component**);
- (c) a component on issues related to the resource management, biosecurity and local government functions of Waikato Regional Council under the Resource Management Act 1991, Biosecurity Act 1993, Local Government Act 2002 and any other relevant legislation (**regional council component**); and
- (d) any other component agreed between Maniapoto and any appropriate agency, including territorial authorities, responsible for administering or exercising functions, power and duties under any legislation that affects the Upper Waipa River and activities in its catchment that affect the Waipa River (**other component**);

Process for development and approval of the integrated management plan

7.6.4 the Upper Waipa River integrated management plan will be developed together by Maniapoto, relevant Crown agencies and local authorities, in a co-operative and co-ordinated manner, and in accordance with the process set out in part 6 of the schedule;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 7.6.5 the Upper Waipa River integrated management plan will be approved as one whole plan in the following manner:
- (a) the conservation component will be approved jointly by Maniapoto and the Minister of Conservation;
 - (b) the fisheries component will be approved jointly by Maniapoto and the Minister of Fisheries;
 - (c) the regional council component will be approved jointly by Maniapoto and Environment Waikato; and
 - (d) any other component will be approved jointly by Maniapoto and any other appropriate agency;
- 7.6.6 despite clause 7.6.5, if Maniapoto and a relevant agency have not been able to agree a component of the Upper Waipa River integrated management plan, Maniapoto and the other relevant agencies may prepare, notify or approve any components in respect of which agreement has been reached;
- 7.6.7 the Upper Waipa River integrated management plan may be reviewed and amended from time to time, either in its entirety, or through the review and amendment of individual components, in accordance with the process set out in part 6 of the schedule;
- 7.6.8 any review of or amendment to the Upper Waipa River integrated management plan may be initiated by agreement between Maniapoto and the relevant agency; and

Effect of the Upper Waipa River integrated management plan

- 7.6.9 the effect of the Upper Waipa River integrated management plan is as follows:
- (a) the conservation component of the Upper Waipa River integrated management plan will be deemed to be a conservation management plan under section 17E of the Conservation Act 1987, and a freshwater fisheries management plan under section 17J of the Conservation Act 1987;
 - (b) the fisheries component of the Upper Waipa River integrated management plan will be deemed to be a fisheries plan under section 11A of the Fisheries Act 1996;
 - (c) any local authority that is preparing, reviewing or changing a Resource Management Act planning document will have regard to the Upper Waipa River integrated management plan; and
 - (d) any other component of the Upper Waipa River integrated management plan will have the effect agreed between Maniapoto and the relevant agency.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

REGULATIONS

- 7.7 The Maniapoto legislation will provide:
- 7.7.1 that within 24 months of the effective date, regulations will be made under the Fisheries Act 1996 for the Waipa River and its catchment in relation to the management of fisheries subject to the Fisheries Act 1996 including:
- (a) provision for Maniapoto to manage customary fishing on the Upper Waipa River and its catchment through the issuing of customary fishing authorisations;
 - (b) provision for Maniapoto to recommend to the Minister of Fisheries the making of bylaws restricting or prohibiting fishing on the Upper Waipa River and its catchment; and
 - (c) provision that the Minister of Fisheries will make the bylaws recommended by Maniapoto under clause 7.7.1(b), unless the Minister of Fisheries is satisfied that the proposed bylaws would have an undue adverse effect on fishing; and
- 7.7.2 for the power to make regulations for the Upper Waipa River and its catchment for the management of aquatic life, habitats, and natural resources managed under the conservation legislation consistent with 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.

EXEMPTION FOR CUSTOMARY ACTIVITIES

- 7.8 Following the date of this deed, the Crown will facilitate an ongoing discussion between Maniapoto and relevant local authorities, for the purpose of exploring whether certain customary activities would not require resource consent under the Resource Management Act 1991 or other permit or authorisation.

LOCAL GOVERNMENT ACT 2002

- 7.9 Following the signing of this deed, the Crown will facilitate a discussion between Maniapoto and relevant local authorities on:
- 7.9.1 whether joint working parties could be established in relation to the preparatory stages of relevant functions and powers including long term council community plans and annual plans under the Local Government Act 2002; and
- 7.9.2 identifying opportunities for Maniapoto to contribute to local authority decision-making processes in accordance with section 14(1)(d) and section 81 of the Local Government Act 2002.



8. ACCORDS

WAIWAIA ACCORD

- 8.1 Contemporaneously with the signing of this deed, Maniapoto and the Crown will enter into the Waiwaia Accord to enhance and sustain the relationship between Maniapoto and the Crown.
- 8.2 The Waiwaia Accord is collateral to this deed and its purpose is to:
- 8.2.1 reflect the unity of commitment to respect and care for the Waipa River and the mana tuku iho o Waiwaia;
 - 8.2.2 enhance and sustain the on-going relationship between Maniapoto and the Crown;
 - 8.2.3 oversee and protect the integrity of the agreements set out in the deed and the Maniapoto legislation;
 - 8.2.4 recognise, provide for and sustain the special relationship, which is recognised through the statements of significance, that Maniapoto has with the Waipa River;
 - 8.2.5 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; and
 - 8.2.6 through schedules added under clause 8.3, provide for integrated management and the exercise of kaitiakitanga responsibilities in accordance with Maniapoto tikanga as appropriate.

OTHER ACCORDS

- 8.3 The Maniapoto legislation will provide that further accords will be entered into between Maniapoto and the Ministers and persons listed below and added as schedules to the Waiwaia accord, namely:
- 8.3.1 the Minister of Fisheries and Aquaculture and the chief executive of the Ministry of Fisheries;
 - 8.3.2 the Minister of Conservation and the Director-General of Conservation;
 - 8.3.3 the Minister for the Environment;
 - 8.3.4 the Minister of Maori Affairs;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 8.3.5 the Minister for Land Information;
 - 8.3.6 the Minister for Arts, Culture and Heritage;
 - 8.3.7 the Minister of Local Government;
 - 8.3.8 the Minister of Agriculture;
 - 8.3.9 the Minister for Biosecurity;
 - 8.3.10 the Minister of Energy and Resources; and
 - 8.3.11 the Commissioner of Crown Lands.
- 8.4 In addition to the Ministers and other persons listed at clause 8.3, the parties will use their best endeavours before the enactment of the Maniapoto legislation to reach agreement on a list of any other Ministers and other persons who may enter into accords with Maniapoto.

PROCESS

- 8.5 As soon as possible after the date of this deed, the Crown will actively engage with Maniapoto to ensure that the accords under clause 8.3 are entered into as expeditiously as possible and no later than 12 months from the date of this deed.
- 8.6 In agreeing the accords, the parties will have regard to the following:
- 8.6.1 the parties have agreed that these accords will:
 - (a) be developed and entered into regarding issues that affect the Waipa River and the quality and integrity of its waters for present and future generations as well as the care and protection of the mana tuku iho o Waiwaia; and
 - (b) reflect the intention of the deed to achieve co-governance and co-management;
 - 8.6.2 existing accords and other arrangements entered into by other River iwi that relate to the Waikato River and the parties' desire to ensure a consistent approach so as to give effect to the objective of co-management;
 - 8.6.3 the Crown's agreement to engage with all River iwi when developing policies or laws impacting on the Waikato River and the Waipa River, or affecting use rights in relation to the Waikato River and the Waipa River (including in relation to water) to ensure such policies and laws are implemented in accordance with the requirements of co-management;
 - 8.6.4 the accords are to provide a commitment of intent and an agreed framework of actions between the relevant Ministers and/or other persons, and Maniapoto in order to achieve and implement the agreements reached in the deed, recognising that the accords operate within statutory frameworks; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 8.6.5 the accords will contain provisions requiring co-ordination between Ministers where issues are raised by Maniapoto that relate to more than one Ministry or that are covered by more than one accord.
- 8.7 The Crown will endeavour to enter into other accords, or will encourage the relevant agency to enter into accords or other agreements, which will support the recognition of the mana of Maniapoto and the relationship of Maniapoto with the Waipa River and its catchments, and assist Maniapoto to carry out other functions, including to:
- 8.7.1 be appointed a registered collector of nga taonga tuturu under the Protected Objects Act 1975;
- 8.7.2 engage with the New Zealand Geographic Board in relation to the naming of places associated with the Waipa River and its catchment;
- 8.7.3 establish a memorandum of understanding with the Historic Places Trust;
- 8.7.4 establish a memorandum of understanding with the New Zealand Archaeological Association.
- 8.8 The Crown will also support and assist Maniapoto to establish memoranda of understanding, of a similar nature to the accords provided for in this part, with:
- 8.8.1 the relevant local authorities; and
- 8.8.2 Crown entities and other relevant agencies with roles and responsibilities in relation to the Waipa River.

REVIEW

- 8.9 The agenda for any meeting called under part 9 will include consideration of:
- 8.9.1 the effectiveness of the accords in achieving the overarching purpose of this deed (including any amendments that might be made to the accords, and any improvements to their implementation); and
- 8.9.2 whether accords may be necessary with other Crown agencies to better achieve the overarching purpose of this deed and, if so, a process for agreeing those accords.



9 REVIEW

- 9.1 Maniapoto and the Crown will arrange for their representatives to meet to discuss this deed.
- 9.2 The purpose of the meetings shall be to:
- 9.2.1 review the measures taken under this deed and the Maniapoto legislation;
 - 9.2.2 review the effectiveness of those measures in meeting the overarching purpose of this deed and providing for Maniapoto input into decision-making that reflects the mana of Maniapoto over the Upper Waipa River; and
 - 9.2.3 consider if any action should be taken so that the integrity of this deed is protected.
- 9.3 Participants in the meetings are to be:
- 9.3.1 four individuals nominated by Maniapoto;
 - 9.3.2 the Prime Minister (or any Minister nominated by him or her);
 - 9.3.3 the Minister for the Environment (or another Minister nominated by him or her);
 - 9.3.4 the Minister of Finance (or another Minister nominated by him or her);
 - 9.3.5 the Chairperson of Environment Waikato (or another Councillor nominated by him or her); and
 - 9.3.6 any other participants that Maniapoto and the Crown agree should attend a particular meeting.
- 9.4 Maniapoto or the Crown may give notice calling for a meeting and the meeting shall be held on a date to be agreed between Maniapoto and the Crown which shall not be more than three months after the date of the notice.
- 9.5 Maniapoto and the Crown agree the initial review of this deed shall be conducted no later than the third anniversary of the date of this deed.
- 9.6 Subsequent to the initial review under clause 9.5 a notice calling for a meeting shall be given so that a meeting is held within six months of the date upon which the co-governance entity submits a report under clause 6.16.3(b)(vi).
- 9.7 Despite clauses 9.4 to 9.6 only one meeting shall be held in any period of 12 months.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 9.8 Maniapoto and the Crown shall conduct a review of the arrangements for those meetings 15 years after the first meeting to discuss:
- 9.8.1 whether the meetings have been successful in achieving their purpose;
 - 9.8.2 whether changes to the arrangements for meetings should be made to assist with achieving their purpose; and
 - 9.8.3 whether or not there is still a need to hold the meetings.



10 AUTHORISATION FOR THIS DEED AND IWI REPRESENTATION

THIS DEED HAS BEEN AUTHORISED

- 10.1 Maniapoto confirm that the Maniapoto Maori Trust Board approved this deed and authorised the signatories to sign it on behalf of Maniapoto on 24 September 2010.
- 10.2 The Crown confirms that it is satisfied with the authority of the Maniapoto Maori Trust Board from Maniapoto to sign this deed on behalf of Maniapoto.

ARRANGEMENTS AGREED TO BY CABINET

- 10.3 The Crown confirms that the arrangements contained in this deed were agreed to by Cabinet in September 2008 and on 30 November 2009.

MANIAPOTO MAORI TRUST BOARD

- 10.4 Subject to clause 10.6, in the following parts or clauses, references to Maniapoto means the Maniapoto Maori Trust Board on behalf of Maniapoto: clauses 4.1, 4.3, 4.5, 4.6, 5.4.8, 5.8.6, 5.15.4, 5.15.6, 6.4.2(f), 6.5.1, 6.5.3, 6.8, 6.9, 6.16.3, 6.17 to 6.20, 6.26, 6.28, 6.29, 7.4.1, 7.4.2, 7.5 (except 7.5.6(b)), 7.6 to 7.9, 8.5, 8.6, 8.8, 9.1, 9.3 to 9.5, 9.8, 11.2.2, 11.4, 13.2 and 17.3.21(a), and Part 14, and part 6 of the schedule.
- 10.5 The Maniapoto Maori Trust Board may advise the Crown that a separate trust or other body will be established to carry out functions and duties, and exercise powers under this deed and the Maniapoto legislation.
- 10.6 Upon confirmation from the Crown that it is satisfied that the separate trust or other body:
- 10.6.1 is appropriate to carry out functions and duties, and exercise powers under this deed and the Maniapoto legislation and, in particular, provides for appropriate:
- (a) representation of, and accountability to, Maniapoto; and
 - (b) decision-making and dispute resolution processes; and
- 10.6.2 has been approved by Maniapoto to carry out functions and duties, and exercise powers under this deed and the Maniapoto legislation,

all references in this deed and the Maniapoto legislation to the Maniapoto Maori Trust Board are references to the new trust or body, except where the context requires otherwise.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 10.7 The Maniapoto legislation will contain a provision giving effect to clauses 10.5 and 10.6 in relation to functions, duties and powers set out in Maniapoto legislation.

DEED OF COVENANT

- 10.8 The trustees of a separate trust or the authorised representatives of another body advised and confirmed under clauses 10.5 and 10.6 must sign a deed of covenant in the form set out in part 7 of the schedule (under which the trustees of the separate trust or the authorised representatives of the other body agree, among other matters, to comply with their obligations under this deed).

PUBLIC AUTHORITY

- 10.9 The settlement Maniapoto legislation will provide that:
- 10.9.1 the Maniapoto Maori Trust Board or, as the case may require, the new trust or other body advised and confirmed under clauses 10.5 and 10.6:
- (a) is a public body for the purposes of clause 30 of schedule 7 of the Local Government Act 2002;
 - (b) a public authority for the purposes of paragraph (a) of the definition of public authority in the Resource Management Act 1991; and
 - (c) a public authority for the purposes of paragraph (b) of the definition of public authority in the Resource Management Act 1991 only when it makes a joint management agreement under the Resource Management Act 1991 that is not a joint management agreement under the Maniapoto legislation.



11 LEGISLATION

INTRODUCTION OF MANIAPOTO LEGISLATION

- 11.1 The Crown must prepare Maniapoto legislation for introduction within six months (and earlier if possible) after the date of this deed, including all matters required by this deed to be included in the Maniapoto legislation.

CONTENT AND COMING INTO FORCE OF THE MANIAPOTO LEGISLATION

- 11.2 The Maniapoto legislation proposed by the Crown for introduction:

11.2.1 must include:

- (a) a Preamble;
- (b) a provision that its overarching purpose is to restore and maintain 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
- (c) the guiding principles of interpretation set out in clause 3.9 and the principles set out in the Waiwaia Accord;

11.2.2 may include a provision that the Maniapoto legislation comes into force on a date to be appointed by the Governor-General by an Order in Council on the advice of the Minister for Treaty of Waitangi Negotiations; and

11.2.3 must be in a form that:

- (a) Maniapoto have notified the Crown is satisfactory to them; and
- (b) is satisfactory to the Crown.

MANIAPOTO TO SUPPORT SETTLEMENT AND OTHER LEGISLATION

- 11.3 Maniapoto must support the passage through Parliament of:

11.3.1 the Maniapoto legislation; and

11.3.2 any other legislation required to:

- (a) give effect to this deed; and
- (b) achieve certainty in respect of the obligations undertaken by a party under this deed.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

AMENDMENTS

- 11.4 The Crown must not propose any amendment to the Maniapoto legislation unless Maniapoto have notified the Crown that the proposed amendment is in a form that is satisfactory to them.
- 11.5 The Crown must not propose any amendment to those parts of any other Act that give effect to parts of this deed unless there is consistency between the proposed amendment and the Maniapoto legislation.



12 CO-MANAGEMENT FUNDING

INITIAL PAYMENTS

- 12.1 Maniapoto acknowledges that at the date of this deed the Crown has settled sums totalling \$3,000,000 on the Maniapoto Maori Trust Board on account of co-management funding. Within three months of the date of this deed or upon such other date as is agreed between the Crown and the Maniapoto Maori Trust Board, the Crown will settle a further amount of \$7,000,000 on the Maniapoto Maori Trust Board or such other appropriate entity as is agreed between the Crown and the Maniapoto Maori Trust Board and confirmed by the Crown pursuant to clause 10.6.

SUBSEQUENT PAYMENTS

- 12.2 On the effective date and on each of the next 19 anniversaries of the effective date the Crown will settle the amount of \$1,000,000 on the Maniapoto Maori Trust Board or such other appropriate entity as is agreed between the Crown and the Maniapoto Maori Trust Board and confirmed by the Crown pursuant to clause 10.6.

REVIEW

- 12.3 The annual amount settled by the Crown pursuant to clause 12.2 will be reviewed by the parties on the earlier of:
- 12.3.1 two years after the effective date; and
 - 12.3.2 the date of any review undertaken under clause 15.6.2 of the Waikato-Tainui River deed.
- 12.4 The purpose of the review under clause 12.3 will be to determine whether the annual amount settled by the Crown pursuant to clause 12.2 will be sufficient to allow Maniapoto to properly engage in the co-management framework provided for in this deed.



13 ACKNOWLEDGEMENTS ABOUT EFFECT OF THIS DEED

THE DEED DOES NOT AFFECT CERTAIN RIGHTS, ACTIONS OR DECISIONS

- 13.1 The Crown and Maniapoto acknowledge and agree that this deed:
- 13.1.1 does not comprise or relate to a historical Treaty settlement;
 - 13.1.2 is not intended to settle, or to have any effect on, any claims relating to the Waipa River or its catchment;
 - 13.1.3 is not intended to adversely affect the Waikato-Tainui Deed of Settlement; and
 - 13.1.4 is not intended to resolve any different views that the Crown and Maniapoto may have regarding relationships with the Waipa River (including “ownership”).
- 13.2 Notwithstanding clause 13.1.4, the Crown will engage with Maniapoto in good faith and in accordance with the principles of the Waiwaia Accord before:
- 13.2.1 establishing a regime of tradable rights or tradable permits in water;
 - 13.2.2 establishing or conferring management or use rights of a nature and/or duration that in effect create rights of property in the waters of the Waipa River;
 - 13.2.3 developing policy or proposing any legislation which in effect amounts to the privatisation of the waters of the Waipa River.
- 13.3 The Crown and Maniapoto further acknowledge and agree that except as otherwise provided in this deed, this deed:
- 13.3.1 does not supplant or otherwise derogate from any existing relationships, agreements or arrangements between Maniapoto and the Crown, local authorities or other persons;
 - 13.3.2 does not preclude or limit any future relationships, agreements or arrangements that may be entered into or agreed between Maniapoto and the Crown, local authorities or other persons;
 - 13.3.3 does not affect any rights and interests that Maniapoto or the Crown may have, including any right arising:
 - (a) according to tikanga or custom law;
 - (b) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (c) under legislation;
- (d) at common law (including in relation to aboriginal title or customary law);
- (e) from a fiduciary duty; or
- (f) otherwise;

13.3.4 is not intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fisheries claims, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Fisheries Act 2004, or the Maori Commercial Aquaculture Claims Settlement Act 2004;

13.3.5 except as provided in this deed, does not affect any action or decision under any legislation, including the Fisheries Act 1996;

13.3.6 does not in any way purport to address or settle any historical Treaty claims that Maniapoto may have in relation to the Waipa River or its catchment or otherwise; and

13.3.7 does not preclude the Crown from negotiating with Maniapoto or other claimants in relation to the settlement of historical Treaty claims in respect of the Waipa River or its catchment or otherwise.

13.4 The Crown and Maniapoto acknowledge that:

13.4.1 the commitments in this deed have been negotiated in the context of parallel negotiations between the Crown and other River iwi; and

13.4.2 the Crown has entered into deeds with other River iwi that give effect to parts 5 and 6 of this deed to the extent that they relate to the Waikato River.

13.5 Notwithstanding clause 13.4, when implementing co-governance and co-management arrangements for the Waikato River under deeds with other River iwi, the Crown:

13.5.1 will respect and support the mana of Maniapoto with respect to the Upper Waipa River;

13.5.2 will not implement arrangements with Waikato-Tainui in relation to Crown-owned lands related to the Waipa River in a manner that is prejudicial to any interests that Maniapoto may have in those lands; and

13.5.3 will not act in a manner that undermines the integrity of this deed.



14 TAX

STATEMENT OF AGREED TAX PRINCIPLES

14.1 The parties agree that:

14.1.1 the payment of indemnified amounts by the Crown to the persons specified in this deed (**Recipients**) is made as part of the arrangements in this deed and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes; or
- (c) a dutiable gift for gift duty purposes;

14.1.2 neither the Recipients, nor any person associated with a Recipient, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment by the Crown of an indemnified amount;

14.1.3 interest paid by the Crown under this deed (other than interest forming part of the definition in this deed of GST and income tax) is income for income tax purposes and the tax treatment of such income will depend on the Recipient's status for income tax purposes and the receipt or payment of that interest is not subject to indemnification for tax by the Crown under this deed; and

14.1.4 any indemnity payment by the Crown to a Recipient whether in a lump sum or by periodic payment and whether or not subsequently increased after review is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes; or
- (c) any dutiable gift for gift duty purposes.

ACKNOWLEDGEMENTS

14.2 To avoid doubt, the parties acknowledge:

14.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in clause 14.1 and this clause 14.2:

- (a) apply only to the receipt by the Recipients of indemnified amounts and indemnity payments; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (b) do not apply to a subsequent dealing, distribution, payment, use, or application by a Recipient, or any other person, with or of an indemnified amount or an indemnity payment; and

14.2.2 each obligation to be performed by the Crown in favour of the Recipients under this deed is performed without charge to, or consideration to be provided by, the Recipients or any other person.

ACT CONSISTENT WITH TAX PRINCIPLES

14.3 None of Maniapoto, the Recipients, a person associated with a Recipient or the Crown will act in a matter that is inconsistent with the principles or acknowledgements set out in clauses 14.1 and 14.2.

MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES

14.4 Nothing in part 14 is intended to suggest or imply that:

14.4.1 the payment, credit, or transfer of an indemnified amount, or an indemnity payment, by the Crown to the Recipients is chargeable with GST;

14.4.2 if a Recipient is a charitable trust or other charitable Recipient:

- (a) the payments, properties, interests, rights, or assets the Recipient receives or derives from the Crown under this deed, the whole of River legislation or the Upper Waikato River legislation are received or derived other than exclusively for charitable purposes; or
- (b) the Recipient derives or receives amounts other than as exempt income for income tax purposes; or

14.4.3 gift duty is imposed on any payment to, or transaction with, the Recipients under this deed or the whole of River legislation or the Upper Waikato River legislation.

INDEMNITY FOR GST

14.5 If and to the extent that:

14.5.1 the payment of an indemnified amount; or

14.5.2 an indemnity payment;

by the Crown to the Recipients is chargeable with GST, the Crown must, in addition to the payment, credit, or transfer of the amount or the indemnity payment, pay the Recipients the amount of GST payable in respect of the amount or the indemnity payment.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

INDEMNIFICATION

14.6 If and to the extent that:

14.6.1 the payment of an indemnified amount; or

14.6.2 an indemnity payment;

by the Crown to the Recipients is chargeable with GST, and the Crown does not pay the Recipients an additional amount equal to that GST at the time the amount is paid, credited, or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the Recipients for that GST within 10 business days of that demand.

INDEMNITY FOR INCOME TAX

14.7 The Crown agrees to indemnify the Recipients against any income tax that the Recipients are liable to pay if and to the extent that receipt of:

14.7.1 the transfer of an indemnified amount; or

14.7.2 an indemnity payment;

from the Crown is treated as, or as giving rise to, assessable income of the Recipients for income tax purposes and the Crown will, on demand in writing, make the indemnity payment within 10 business days of that demand.

INDEMNITY FOR GIFT DUTY

14.8 The Crown agrees to pay, and to indemnify the Recipients against any liability that the Recipients have in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the payment by the Crown to the Recipients of an indemnified amount.

DEMANDS FOR INDEMNIFICATION

14.9 Each of:

14.9.1 the indemnified parties; and

14.9.2 the Crown;

shall give notice to the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which an indemnified party is or may be entitled to be indemnified by the Crown for or in respect of tax under this part.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

HOW DEMANDS ARE MADE

- 14.10 Demands for indemnification for tax by an indemnified party in accordance with this part shall be made by the indemnified party in accordance with the provisions of clause 16.11 and may be made at any time, and from time to time, after the effective date.

WHEN DEMANDS ARE TO BE MADE

- 14.11 Except:

14.11.1 with the written agreement of the Crown; or

14.11.2 if this deed provides otherwise;

no demand for payment by way of indemnification for tax under this part may be made by an indemnified party more than 20 business days before the due date for payment by the indemnified party of the applicable tax (whether such date is specified in an assessment, is a date for the payment of provisional tax, or otherwise).

EVIDENCE TO ACCOMPANY DEMAND

- 14.12 Without limiting clause 14.10, a demand for indemnification by an indemnified party under this part must be accompanied by:

14.12.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the indemnified party claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this deed; and

14.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

REPAYMENT OF AMOUNT ON ACCOUNT OF TAX

- 14.13 If payment is made by the Crown on account of tax to an indemnified party or the Commissioner of Inland Revenue (for the account of an indemnified party) and it is determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that an indemnified party:

14.13.1 has retained the payment (which, to avoid doubt, includes a situation where the indemnified party has not transferred the payment to the Inland Revenue Department but has instead paid, applied, or transferred the whole or any part of the payment to any other person or persons);

14.13.2 has been refunded the amount of the payment by the Inland Revenue Department; or



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

14.13.3 has had the amount of the payment credited or applied to its account with the Inland Revenue Department;

the indemnified party shall repay the applicable amount to the Crown free of any set-off or counterclaim by the indemnified party.

PAYMENT OF AMOUNT ON ACCOUNT OF TAX

14.14 The indemnified parties shall pay to the Inland Revenue Department any payment made by the Crown to the indemnified parties on account of tax, on the later of:

14.14.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or

14.14.2 the next business day following receipt by the indemnified parties of that payment from the Crown.

PAYMENT OF COSTS

14.15 The Crown will indemnify the indemnified parties against any reasonable costs incurred by the indemnified parties or for actions undertaken by the Recipients at the Crown's direction, in connection with:

14.15.1 any demand for indemnification of the indemnified parties under or for the purposes of this part;

14.15.2 any steps or actions taken by the indemnified parties in accordance with the Crown's requirements under clause 14.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

14.16 Where any liability arises to the Crown under this part, the following provisions also apply:

14.16.1 if the Crown so requires and gives an indemnified party notice of that requirement, the Crown may, instead of payment of the requisite amount on account of tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the indemnified party); and

14.16.2 subject to an indemnified party being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense, or liability, or any tax which it may suffer, incur, or be liable to pay, the Crown may, by notice to the indemnified party, require the indemnified party to:

(a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment, or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so; and

14.16.3 the Crown reserves the right to:

- (a) nominate and instruct counsel on behalf of the indemnified parties whenever it exercises its rights under clause 14.16.2; and
- (b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

14.17 If the Crown requires, the indemnified parties will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the indemnified parties and/or any other person) of an application for a non-binding (if available) or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit, or transfer of indemnified amounts or other amounts.

DEFINITIONS AND INTERPRETATION

14.18 In the interpretation of this part 14, a reference to the **payment** or **receipt** of an amount (or any equivalent wording) includes a reference to the payment or receipt of any part (or the applicable part) of the amount. If this part 14 imposes an obligation on an indemnified party, Maniapoto shall take all reasonable and practicable steps available to them to procure the performance by the indemnified party of that obligation.

MANIAPOTO RESPONSIBILITY

14.19 If this part 14 imposes an obligation on an indemnified party, Maniapoto shall take all reasonable and practicable steps available to them to procure the performance by the indemnified party of that obligation.



15 CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

- 15.1 This deed is conditional on the Maniapoto legislation coming into force.

DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

- 15.2 This deed, until it becomes unconditional:

15.2.1 is entered into on a “without prejudice” basis; and

15.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the interpretation and/or enforcement of this deed).

SOME PROVISIONS NOT CONDITIONAL

- 15.3 Part 4 and clauses 2.3, 6.21 to 6.29, 7.8, 7.9, and 11.1 of this deed are (despite clause 15.1) binding from the date of this deed.

- 15.4 Without limiting clause 15.3, the Waiwaia Accord is binding from the date of its signing.

TERMINATION OF THIS DEED

- 15.5 Any party may terminate this deed, by notice to the other parties, if clause 15.1 is not satisfied within 24 months after the date of this deed.

EFFECT OF NOTICE OF TERMINATION

- 15.6 If this deed is terminated:

15.6.1 this deed will be at an end; and

15.6.2 no party will have any rights or obligations under this deed,

except that the rights and obligations of the parties under clause 15.2 shall continue.



16 MISCELLANEOUS

NOTICES

16.1 The provisions of this clause apply to notices under this deed:

- 16.1.1 the party giving a notice must sign it;
- 16.1.2 a notice to a party must be in writing addressed to that party at that party's address or facsimile number;
- 16.1.3 until any other address or facsimile number of a party is given by notice to the other parties, they are as follows:

CROWN

% The Solicitor-General
Crown Law Office
Level 10, Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Facsimile No: 04 473 3482

MANIAPOTO

Maniapoto Maori Trust Board
Matawhaiora Building
49 Taupiri Street
(PO Box 36)
TE KUITI

Facsimile No: 07 878 6409

16.1.4 delivery of a notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;

16.1.5 a notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

16.1.6 if a notice is treated as having been received on a day that is not a business day, or after 5pm on a business day, that notice will (despite clause 16.1.5) be treated as having been received the next business day.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

AMENDMENT

- 16.2 This deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Maniapoto and the Crown.

ENTIRE AGREEMENT

- 16.3 This deed and the Waiwaia Accord:
- 16.3.1 constitute the entire agreement between the parties in relation to the matters referred to in this deed and the Waiwaia Accord; and
 - 16.3.2 supersede all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Maniapoto, any representative entity and the Crown relating to those matters.

NO WAIVER

- 16.4 A failure, delay or indulgence by any party in exercising a power or right under or arising from this deed shall not operate as a waiver of that power or right.
- 16.5 A single, or partial, exercise of a power or right under or arising from this deed shall not preclude further exercises of that power or right or the exercise of another power or right.

NO ASSIGNMENT

- 16.6 Except as expressly provided in this deed or a document entered into under this deed, no party may transfer or assign any rights or obligations under or arising from this deed.



17 DEFINITIONS AND INTERPRETATION

DEFINITIONS

17.1 In this deed, unless the context requires otherwise:

accords means the accords to be developed pursuant to part 8 of this deed;

appointer means in respect of a member of the co-governance entity, the Minister or iwi authority with power to appoint a person under part 3 of the schedule;

business day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 20 December in any year and ending with the close of 10 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Auckland;

catchment means, in relation to the Upper Waipa River the area marked "C" on the SO plan;

co-governance entity means the Waikato River Authority;

conservation component has the meaning given to it in clause 7.6.3(a);

conservation legislation means the Conservation Act 1987 and the other Acts listed in the first schedule to that Act;

Crown has the meaning given to it in section 2(1) of the Public Finance Act 1989;

date of this deed means the date this deed is signed by the parties;

Director-General means the Director-General of Conservation;

effective date means the date which is 20 business days after the date this deed becomes unconditional;

fisheries component has the meaning given to it in clause 7.6.3(b);

gift duty means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, gift duty;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

GST means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, goods and services tax;

Guardians Establishment Committee means the committee described in clause 1.4;

income has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

income tax means income tax imposed under the Income Tax Act 2007 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, income tax;

indemnified amount means any and all of the money payable under part 12 of this deed and any amount provided as additional funds under clauses 6.26.2 and 6.28;

indemnified party means a party entitled to be indemnified by the Crown under part 14;

indemnity payment means any indemnity payment made by the Crown under or for the purposes of part 14, and **indemnify**, **indemnification** and **indemnity** have a corresponding meaning;

local authority has the meaning given to it in section 2(1) of the Resource Management Act 1991;

Lower Waipa River means the Waipa River from its junction with the Puniu River to its confluence with the Waikato River, being the parts of the Waipa River located within the area marked "A" on the SO plan;

Maniapoto means

- (a) the iwi of Maniapoto, being the collective group of people who are beneficiaries of the Maniapoto Maori Trust Board within the meaning of the Maniapoto Maori Trust Board Act 1988;
- (b) every individual referred to in paragraph (a); and
- (c) includes any iwi, hapu, whanau, or group of individuals to the extent that that iwi, hapu, whanau, or group of individuals is composed of people referred to in paragraph (a);

Maniapoto legislation means the bill referred to in clause 11.1 and, when that bill comes into force, means (if the context requires) the Act resulting from the passing of that bill;

Maniapoto Objectives means the objectives referred to in clause 4.1; and includes any amendments to those objectives that become effective under clause 4.4;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Ministers means Ministers of the Crown;

notice means a notice in writing given under clause 16.1; and **notify** has a corresponding meaning;

other component has the meaning given to it in clause 7.6.3(d);

parties means Maniapoto, the Maniapoto Maori Trust Board and the Crown;

payment includes the credit, transfer or making available of cash amounts as well as to the transfer of non cash amounts;

Recipients or Recipient has the meaning given to it in clause 14.1.1 for the purposes of part 14;

regional council component has the meaning given to it in clause 7.6.3(c);

representative entity means the Maniapoto Maori Trust Board or a trust or other body advised and confirmed under clauses 10.5 and 10.6;

Resource Management Act planning document means:

- (a) a regional policy statement;
- (b) a regional plan;
- (c) a district plan; and
- (d) includes a proposed policy statement or plan,

as those terms are defined in the Resource Management Act 1991;

River iwi means Maniapoto, Waikato-Tainui, Raukawa, Te Arawa River Iwi, and Ngati Tuwharetoa;

schedule means the schedule to this deed;

SO plan means the plan set out in part 8 of the schedule;

Transfer for the purposes of part 14 includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available;

Upper Waipa River means the Waipa River from its source at Pekepeke to its junction with the Puniu River, being the parts of the Waipa River located within the area marked "C" on the SO plan;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Upper Waipa River integrated management plan means the plan to be prepared and approved under clauses 7.6.4 and 7.6.5;

Vision and Strategy means the Vision and Strategy as set out in part 1 of the schedule; and includes an amendment to the Vision and Strategy that becomes effective under clause 5.11.4;

Waikato River means the Waikato River from Te Taheke Hukahuka to Te Puaha o Waikato, and for the purposes of this deed includes the Lower Waipa River, being those parts of those rivers located within the areas marked “A” and “B” on the SO plan;

Waikato River Authority has the meaning given to it in section 6(3) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010;

Waikato River Clean-up Trust means the trust described in clause 6.10.1;

Waikato-Tainui has the meaning given to it in the Waikato-Tainui river deed;

Waikato-Tainui river deed means the deed of settlement entered into between the Crown and Waikato-Tainui dated 17 December 2009; and

Waipa River means the Waipa River from its source at Pekepeke to its confluence with the Waikato River, being the parts of the Waipa River located within the areas marked “A” and “C” on the SO plan;

INTERPRETATION

- 17.2 This deed shall be interpreted in a manner that best furthers the overarching purpose of this deed.
- 17.3 In the interpretation of this deed, unless the context otherwise requires:
- 17.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this deed;
 - 17.3.2 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
 - 17.3.3 the singular includes the plural and vice versa;
 - 17.3.4 words importing one gender include the other genders;
 - 17.3.5 a reference to a part, clause, schedule or attachment is to a part, clause, schedule or attachment of or to this deed;
 - 17.3.6 a reference in a schedule to a clause or paragraph means a clause or paragraph in that schedule;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 17.3.7 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;
- 17.3.8 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors;
- 17.3.9 an agreement on the part of two or more persons binds each of them jointly and severally;
- 17.3.10 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 17.3.11 a reference to a monetary amount is to New Zealand currency;
- 17.3.12 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 17.3.13 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 17.3.14 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this deed requires the Crown to introduce settlement legislation;
- 17.3.15 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 17.3.16 in the event of a conflict between a provision in the main body of this deed (namely, any part of this deed except the schedule) and the schedule, then the provision in the main body of this deed prevails;
- 17.3.17 a reference to any document as set out in, or on the terms and conditions contained in, a schedule includes that document with such amendments as may be agreed in writing between the Maniapoto and the Crown;
- 17.3.18 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between the Maniapoto and the Crown;
- 17.3.19 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 17.3.20 a reference to time is to New Zealand time;
- 17.3.21 a reference to the Maniapoto legislation including a provision set out in this deed includes that provision with any amendment:
- (a) that is agreed in writing between Maniapoto and the Crown; or
 - (b) that results in a provision that is similar to that provided in this deed and does not have a material adverse effect on either of the parties; and
- 17.3.22 a reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

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:

Hon Christopher Finlayson

WITNESS

Name:

Place of residence:

Occupation:

SIGNED for and on behalf of
THE SOVEREIGN
in right of New Zealand by the
Minister of Finance only in relation to
the indemnities given in part 14
of this deed in the presence of:

Hon Simon William English

WITNESS

Name:

Place of residence:

Occupation:



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

**THE SEAL OF THE
MANIAPOTO MAORI TRUST BOARD**

was affixed pursuant to a resolution
of the Board and in the presence of:

Tiwha Bell
Chairperson

Keith Ikin
Deputy Chairperson

Rora Evans
Member

Robert Koroheke
Member

Barbara Marsh
Member

William Gannin Ormsby
Member

Daniel Te Kanawa
Member

Kingi Turner
Member

Hoani Titari John Wi
Member

Janise Eketone
Secretary

John Kaati
Member

Weo Maag
Member

Hirere Moana
Member

Aloma Kahurangi Marae Shearer
Member

Miria Te Kanawa-Tauriki
Kingitanga representative

Raymond Tawhaki Wi
Member



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Other signatories



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Other signatories



SCHEDULE TO THE DEED

TABLE OF CONTENTS:

PART 1: VISION AND STRATEGY.....	98
PART 2: PROCESS TO REVIEW VISION AND STRATEGY.....	100
PART 3: CO-GOVERNANCE ENTITY.....	104
PART 4: WAIKATO RIVER CLEAN-UP TRUST - TERMS OF TRUST.....	118
PART 5: FORM OF JOINT MANAGEMENT AGREEMENT.....	128
PART 6: UPPER WAIPA RIVER INTEGRATED MANAGEMENT PLAN.....	135
PART 7: DEED OF COVENANT.....	137
PART 8: SO PLAN.....	139



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

PART 1: VISION AND STRATEGY

VISION

Tooku awa koiora me oona pikonga he kura tangihia o te maataamuri

“The river of life, each curve more beautiful than the last”

Our vision is for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come.

OBJECTIVES

In order to realise the vision, the following objectives will be pursued:

- A. The restoration and protection of the health and wellbeing of the Waikato River.
- B. The restoration and protection of the relationship of Waikato-Tainui, with the Waikato River, including their economic, social, cultural, and spiritual relationships.
- C. The restoration and protection of the relationship of Waikato River Iwi according to their tikanga and kawa, with the Waikato River, including their economic, social, cultural and spiritual relationships.
- D. The restoration and protection of the relationship of the Waikato Region’s communities, with the Waikato River, including their economic, social, cultural and spiritual relationships.
- E. The integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River.
- F. The adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the Waikato River.
- G. The recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and wellbeing of the Waikato River.
- H. The recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities.
- I. The protection and enhancement of significant sites, fisheries, flora and fauna.
- J. The recognition that the strategic importance of the Waikato River to New Zealand’s social, cultural, environmental and economic wellbeing, requires the restoration and protection of the health and wellbeing of the Waikato River.
- K. The restoration of water quality within the Waikato River so that it is safe for people to swim in and take food from over its entire length.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- L. The promotion of improved access to the Waikato River to better enable sporting, recreational, and cultural opportunities.
- M. The application to the above of both maatauranga Maaori and latest available scientific methods.

STRATEGIES

To achieve the objectives, the following strategies will be followed:

1. Ensure that the highest level of recognition is given to the restoration and protection of the Waikato River.
2. Establish what the current health status of the Waikato River is by utilising matauranga Maaori and latest available scientific methods.
3. Develop targets for improving the health and wellbeing of the Waikato River by utilising maatauranga Maaori and latest available scientific methods.
4. Develop and implement a programme of action to achieve the targets for improving the health and wellbeing of the Waikato River.
5. Develop and share local, national and international expertise, including indigenous expertise, on rivers and activities within their catchments that may be applied to the restoration and protection of the health and wellbeing of the Waikato River.
6. Recognise and protect waahi tapu and sites of significance to Waikato-Tainui and other Waikato River iwi (where they do decide) to promote their cultural, spiritual and historic relationship with the Waikato River.
7. Recognise and protect appropriate sites associated with the Waikato River that are of significance to the Waikato regional community.
8. Actively promote and foster public knowledge and understanding of the health and wellbeing of the Waikato River among all sectors of the Waikato regional community.
9. Encourage and foster a “whole of river” approach to the restoration and protection of the Waikato River, including the development, recognition and promotion of best practice methods for restoring and protecting the health and wellbeing of the Waikato River.
10. Establish new, and enhance existing, relationships between Waikato-Tainui, other Waikato River iwi (where they so decide), and stakeholders with an interest in advancing, restoring and protecting the health and wellbeing of the Waikato River.
11. Ensure that cumulative adverse effects on the Waikato River of activities are appropriately managed in statutory planning documents at the time of their review.
12. Ensure appropriate public access to the Waikato River while protecting and enhancing the health and wellbeing of the Waikato River.



PART 2: PROCESS TO REVIEW VISION AND STRATEGY

1. Powers during review

1.1 During a review of the Vision and Strategy, the co-governance entity may:

- (a) consult with any person whom the co-governance entity considers appropriate; and
- (b) seek any information and commission any reports that the co-governance entity considers appropriate; and
- (c) take any other actions that the co-governance entity considers appropriate.

2. Duty following review

2.1 If the co-governance entity considers that an amendment to the Vision and Strategy may be appropriate as a result of its review, the co-governance entity must prepare a draft Vision and Strategy by following the process in clause 3.

3. Preparation of draft

3.1 This clause applies during the preparation of a draft Vision and Strategy.

3.2 The co-governance entity must consult:

- (a) the Minister, the Minister of Conservation, the Minister of Fisheries, and relevant departments; and
- (b) relevant iwi authorities; and
- (c) the local authorities.

3.3 The co-governance entity may consult any other person or organisation.

3.4 The co-governance entity may:

- (a) seek any information and commission any reports that the co-governance entity considers appropriate; and
- (b) take any other actions that the co-governance entity considers appropriate.

4. Notice of draft

4.1 This clause applies once the co-governance entity has prepared the draft Vision and Strategy.

4.2 The co-governance entity must ensure that the draft is available for public inspection at locations that are appropriate to facilitate public participation in the development of the Vision and Strategy.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 4.3 The co-governance entity must give public notice of the draft.
- 4.4 The public notice must:
- (a) state that the draft Vision and Strategy is available for inspection at the places and times specified in the notice; and
 - (b) call on interested persons to make submissions on the draft to the co-governance entity at the place and before a date, specified in the notice, no less than 20 business days after the date of the notice.
- 4.5 The co-governance entity must also give to the persons consulted under clause 3:
- (a) a copy of the draft; and
 - (b) written or electronic notice inviting them to provide a written or electronic submission to the co-governance entity on the draft before the date specified in the public notice.
- 4.6 The co-governance entity may give notice of the draft in any other way that the co-governance entity considers appropriate but the notice must convey the same information as is in the public notice.
- 4.7 Any person may make a written or electronic submission on the draft to the co-governance entity before the date specified in the public notice.
- 4.8 A submission must include a statement as to whether the person wishes to be heard in support of the submission.

5. Submissions made public

- 5.1 As soon as practicable after the co-governance entity receives a submission, it must ensure that the submission is available for public inspection at the locations at which the draft Vision and Strategy is available for public inspection.

6. Hearing of submissions

- 6.1 The co-governance entity must give persons who ask to be heard in support of a submission a reasonable opportunity of appearing before the co-governance entity.
- 6.2 The co-governance entity must give the persons written or electronic notice of not less than 10 business days specifying the dates, times, and places of the hearings.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

6.3 The co-governance entity may:

- (a) appoint a committee to hear submissions;
- (b) appoint to the committee any person whom the co-governance entity considers appropriately qualified to hear submissions, whether or not the person is a member of the co-governance entity.

6.4 The co-governance entity must hear submissions in public.

6.5 The co-governance entity may:

- (a) request a person to provide further information or evidence in support of the person's submission; and
- (b) commission reports on submissions; and
- (c) commission reports on any other matters; and
- (d) take any other action it considers appropriate in relation to the hearing of submissions.

6.6 The co-governance entity must comply with subclauses 6.1, 6.2, and 6.4 but may otherwise regulate its procedures as it sees fit.

7. Decision

7.1 This clause applies once the co-governance entity has completed the hearing and consideration of submissions.

7.2 The co-governance entity must do 1 of the following:

- (a) notify the appointers that it does not recommend that the Vision and Strategy be amended;
- (b) recommend to the appointers that the Vision and Strategy be amended in the manner set out in the full version of the Vision and Strategy with amendments shown accompanying the recommendation.

7.3 In making a decision under subclause 7.2, the co-governance entity:

- (a) must seek to identify all reasonably practicable options for the achievement of the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations; and
- (b) must assess the options by considering:
 - (i) the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural wellbeing of the communities associated with the Waikato River, including if practicable a quantification of the benefits and costs of each option; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- (ii) the extent to which the Vision and Strategy would be promoted or achieved in an integrated and efficient manner by each option; and
 - (c) may recommend that the Vision and Strategy be amended only if the amendment would be consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.
- 7.4 The co-governance entity must include with its notification or recommendation under subclause 7.2:
- (a) a report that summarises the co-governance entity's assessment under subclause 7.3; and
 - (b) a report that summarises the submissions on a proposed provision or an issue and gives reasons for accepting or rejecting the submissions, without necessarily addressing each individual submission.



PART 3: CO-GOVERNANCE ENTITY

Legal status

- 1 The legislation establishing the co-governance entity provides that:
 - 1.1 the co-governance entity is a body corporate separate from:
 - 1.1.1 its appointers, employees, and members; and
 - 1.1.2 the Waikato Regional Council and the territorial authorities referred to in clause 2.1.7.
 - 1.2 the duty of the members of the co-governance entity is to act to achieve each part of the purpose of the co-governance entity.

Membership

- 2 The legislation establishing the co-governance entity provides that:

Composition of membership

- 2.1 the co-governance entity consists of 10 members being:
 - 2.1.1 1 member appointed by the Maniapoto Maori Trust Board;
 - 2.1.2 1 member appointed by the trustee of the Waikato Raupatu River Trust;
 - 2.1.3 1 member appointed by the trustees of the Te Arawa River Iwi Trust;
 - 2.1.4 1 member appointed by the Tuwharetoa Maori Trust Board;
 - 2.1.5 1 member appointed by the trustees of the Raukawa Settlement Trust;
 - 2.1.6 1 member appointed by the Minister for the Environment in consultation with the Minister of Finance, the Minister of Local Government and the Minister of Maori Affairs on the recommendation of the Waikato Regional Council;
 - 2.1.7 1 member appointed by the Minister for the Environment in consultation with the Minister of Finance, the Minister of Local Government and the Minister of Maori Affairs from persons recommended by the territorial authorities (other than the Auckland Council) whose boundaries fall within, or partly within, areas A and B on the SO plan; and
 - 2.1.8 3 members appointed by the Minister for the Environment in consultation with the Minister of Finance and the Minister of Maori Affairs;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 2.2 in appointing members to the co-governance entity under clause 2.1.8, the appointing Minister:
- 2.2.1 may seek recommendations from persons whom the Minister considers appropriate;
- 2.2.2 must:
- (a) have regard to the members already appointed to the co-governance entity to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Waikato River; and
- (b) ensure that at least 2 of the members appointed under clauses 2.1.6 to 2.1.8 are ordinarily resident in the Waikato Region;
- 2.3 in recommending a person for appointment as a member of the co-governance entity a local authority must be satisfied that the person has the skills, knowledge or experience to:
- 2.3.1 participate effectively as a member of the co-governance entity and the management of its functions; and
- 2.3.2 contribute to the achievement of the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations;
- 2.4 the decision of a local authority to recommend a person for appointment as a member of the co-governance entity:
- 2.4.1 does not require the local authority to undertake consultation; and
- 2.4.2 does not have the effect of making the co-governance entity a council organisation or a council-controlled organisation;
- 2.5 if the Waikato Regional Council does not make a recommendation under clause 2.1.6 the Minister for the Environment may appoint a member who, in the opinion of the Minister:
- 2.5.1 has a sound knowledge of the Waikato region and its communities; and
- 2.5.2 has the skills, knowledge or experience to:
- (a) participate effectively as a member of the co-governance entity and the management of its functions; and
- (b) contribute to the achievement of the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.
- 2.6 if the territorial authorities referred to in clause 2.1.7 do not make a recommendation under clause 2.1.7, the Minister for the Environment may appoint a member who, in the opinion of the Minister:



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 2.6.1 has a sound knowledge of local communities associated with the Waikato River and their catchments; and
- 2.6.2 has the skills, knowledge or experience to:
 - (a) participate effectively as a member of the governance entity and the management of its functions; and
 - (b) contribute to the achievement of the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.

Method of appointment and length of membership

- 2.7 a member is appointed by the appointer of the member giving a written or electronic notice to:
 - 2.7.1 the other appointers; and
 - 2.7.2 the co-governance entity;
- 2.8 a notice given under clause 2.9 must state the date on which the appointment starts;
- 2.9 a member:
 - 2.9.1 is appointed for a term of up to 3 years; and
 - 2.9.2 may be reappointed for further terms of up to 3 years each;

Cessation of membership

- 2.10 a member whose term of appointment has ended under clause 2.9.1 continues to hold office until:
 - 2.10.1 the member is reappointed; or
 - 2.10.2 the appointer of the member appoints a successor for the member;
- 2.11 a member may resign from the co-governance entity by giving 4 weeks' written or electronic notice to:
 - 2.11.1 the appointers; and
 - 2.11.2 the other members;
- 2.12 a member is removed as a member of the co-governance entity by the appointer of the member giving a written or electronic notice to:
 - 2.12.1 the other appointers; and
 - 2.12.2 the co-governance entity;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 2.13 a notice given under clause 2.12 must state the date on which the appointment stops;
- 2.14 an appointer may give notice under clause 2.15 only if the appointer is satisfied that the member:
- 2.14.1 is unable to perform the functions of office;
 - 2.14.2 is bankrupt;
 - 2.14.3 has neglected his or her duty as a member; or
 - 2.14.4 has been guilty of misconduct;
- 2.15 clause 2.18 applies if:
- 2.15.1 a member dies;
 - 2.15.2 a member's term of appointment ends and the member is not reappointed;
 - 2.15.3 a member resigns; or
 - 2.15.4 a member is removed as a member;
- 2.16 the appointer of the member must appoint a successor to the member as soon as reasonably practicable and within 4 weeks;

Vacancies in membership

- 2.17 clauses 2.18 to 2.21 apply if there is a vacancy in the membership of the co-governance entity because the appointer named in clauses 2.1.1 to 2.1.5:
- 2.17.1 has not appointed a member; or
 - 2.17.2 has not appointed a successor to a member;
- 2.18 the chairperson of the Te Arawa River Iwi Trust is the member or successor to the member referred to in clause 2.1.3;
- 2.19 the chairperson of the Raukawa Settlement Trust is the member or successor to the member referred to in clause 2.1.5;
- 2.20 the Waikato Raupatu River Trust may appoint an interim member until the appointer appoints a member or appoints a successor to a member;
- 2.21 the Crown must reduce its representation at meetings held while there is a vacancy to ensure that the number of members appointed under clauses 2.1.6 to 2.1.8 at meetings equals the number of members appointed under clauses 2.1.1 to 2.1.5.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

Co-chairs

- 3 The legislation establishing the co-governance entity provides that:
- 3.1 two members of the co-governance entity are to be co-chairs;
 - 3.2 the appointer of members under clauses 2.1.6 to 2.1.8 must designate one of those members to be one of the co-chairs;
 - 3.3 the members appointed under clauses 2.1.1 to 2.1.5 must designate one of their number to be one of the co-chairs;
 - 3.4 a co-chair:
 - 3.4.1 holds office for a term of up to 3 years unless before his or her term as co-chair ends he or she ceases to be a member of the co-governance entity; and
 - 3.4.2 may hold office for further terms of up to 3 years each for so long as he or she continues to be a member of the co-governance;
 - 3.5 when designating a person to be a co-chair under clauses 3.2 and 3.3 those responsible for making the designation must consider the person's knowledge, experience, and expertise relevant to:
 - 3.5.1 the functions and powers of the co-governance entity; and
 - 3.5.2 the role and responsibilities of co-chair of the co-governance entity.

Setting up meetings

- 4 The legislation establishing the co-governance entity provides that:
- 4.1 the co-governance entity:
 - 4.1.1 must hold 4 meetings a year; and
 - 4.1.2 may hold as many more meetings as are necessary to enable the co-governance entity to perform its functions and exercise its powers properly;
 - 4.2 the co-governance entity must meet within the first 2 months of each financial year;
 - 4.3 at the initial meeting of each financial year, the co-governance entity must adopt a schedule of meetings for the coming year;
 - 4.4 notices of meetings must be given as follows:
 - 4.4.1 for the initial meeting of the financial year, the notice must be given at least 5 business days before it;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 4.4.2 once the co-governance entity has adopted a schedule of meetings:
- (a) the notice must be given at least 5 business days before the first meeting on the schedule; and
 - (b) a notice to members of the schedule or a change to the schedule constitutes a notice of every meeting on the schedule or the schedule as amended;
- 4.4.3 the co-chairs must give the notice;
- 4.4.4 the notice must be given to each member;
- 4.4.5 the notice must state the date, time, and place of the meeting;
- 4.4.6 the notice must be given by hand, by post, or by an electronic means; and
- 4.4.7 except when the co-governance entity is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, notices of meetings must be published in:
- (a) one or more daily newspapers circulating in the Waikato region; or
 - (b) one or more other newspapers that have at least an equivalent circulation in the Waikato region;
- 4.5 a member may waive the requirement of giving notice of a meeting to him or her;
- 4.6 a member may request leave of absence from a particular meeting.

At meetings

- 5 The legislation establishing the co-governance entity provides that:
- 5.1 the co-governance entity must keep and approve the minutes of its meetings;
 - 5.2 the properly kept and approved minutes are prima facie evidence of the business transacted at the meetings;
 - 5.3 a resolution of the co-governance entity is valid when the co-chairs certify it;
 - 5.4 a member has the right to attend any meeting, unless lawfully excluded;
 - 5.5 a member unable to attend a meeting in person may attend by way of an electronic means;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 5.6 the quorum for meetings is one of the following:
- 5.6.1 the co-chair appointed from among the members appointed under clauses 2.1.1 to 2.1.5, 2 other members appointed under clauses 2.1.1 to 2.1.5, and 3 members appointed under clauses 2.1.6 to 2.1.8; or
 - 5.6.2 the co-chair appointed from among the members appointed under clauses 2.1.6 to 2.1.8, 2 other members appointed under clauses 2.1.6 to 2.1.8, and 3 members appointed under clauses 2.1.1 to 2.1.5; or
 - 5.6.3 both co-chairs, 2 members appointed under clauses 2.1.1 to 2.1.5, and 2 members appointed under clauses 2.1.6 to 2.1.8.
- 5.7 a meeting is properly constituted if a quorum is present;
- 5.8 at least a quorum must be present during the whole of the time at which the business is transacted at the meeting;
- 5.9 members may bring to meetings such advisers as the co-governance entity considers necessary to facilitate the efficient transaction of the meeting's business;
- 5.10 except when the co-governance entity is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, meetings of the co-governance entity must be open to the public;
- 5.11 despite clause 5.10, the co-chairs may:
- 5.11.1 exclude the public from any meeting, or any part of a meeting, of the co-governance entity:
 - (a) if attendance of the public would result in disclosure of information for which, in the opinion of the co-chairs, good reason exists for withholding the information; or
 - (b) to enable the co-governance entity to deliberate in private;
 - 5.11.2 require a member of the public to leave a meeting if, on reasonable grounds, the co-chairs believe that the behaviour of the member of the public is likely to prejudice or continue to prejudice the orderly conduct of the meeting;
- 5.12 a member of the public required to leave a meeting who refuses or fails to do so or attempts to re-enter without permission may be removed by a constable or an officer or employee of the co-governance entity;
- 5.13 for the purposes of clauses 5.10 to 5.12 "public" includes bona fide members of the news media.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

Decision-making

- 6 The legislation establishing the co-governance entity provides that:
- 6.1 members must reach decisions pursuing:
 - 6.1.1 the highest level of good faith engagement; and
 - 6.1.2 consensus decision-making;
 - 6.2 members must approach decision-making in a manner that is consistent with, and reflects, both parts of the purpose of the co-governance entity.

Decisions by Minister and nominated person

- 7 The legislation establishing the co-governance entity provides that:
- 7.1 if the members of the co-governance entity are unable to reach a decision as described in clause 6.1, they must refer the matter to:
 - 7.1.1 the Minister for the Environment or another Minister nominated by the Minister for the Environment; and
 - 7.1.2 a person nominated by the members appointed under clauses 2.1.1 to 2.1.5;
 - 7.2 when referring a matter to a Minister and a nominated person under clause 7.1, the members of the co-governance entity must provide the Minister and the nominated person with a written statement of the matters in disagreement and the reasons for the disagreement;
 - 7.3 the Minister and the nominated person must work in good faith to resolve the matter;
 - 7.4 if the Minister and the nominated person reach agreement on a resolution of the matter, they must notify the co-governance entity of the recommended resolution;
 - 7.5 after receiving a recommendation under clause 7.4, the members of the co-governance entity must seek to resolve the matter;
 - 7.6 if within 20 business days of receiving a recommendation under clause 7.4 the members of the co-governance entity have not resolved the matter, the recommendation becomes binding and the co-governance entity must give effect to it;
 - 7.7 if within 30 business days of receiving a referral under clause 7.1 the Minister and the nominated person do not reach agreement on a resolution, they must advise the co-governance entity that the matter has not been resolved.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

Members bound by decisions

- 8 The legislation establishing the co-governance entity provides that:
- 8.1 members are bound by the decisions and recommendations made by the co-governance entity and by recommendations of the Minister and the nominated person that have become binding under clause 7.6; and
 - 8.2 members must not take steps to undermine the decisions and recommendations.

Validity and invalidity

- 9 The legislation establishing the co-governance entity provides that:
- 9.1 the appointment of a member is not invalid because of a defect in the appointment;
 - 9.2 a meeting is not invalid if a member does not receive a notice of the meeting or does not receive it in time unless:
 - 9.2.1 the person responsible for giving the notice is proved to have acted in bad faith or without reasonable care; and
 - 9.2.2 the member concerned did not attend the meeting;
 - 9.3 a meeting is not invalid if notice of the meeting is not published as required by clause 4.4.7 or is not published in time; and
 - 9.4 nothing done by the co-governance entity is invalid because of:
 - 9.4.1 a vacancy in the membership of the co-governance entity at the time the thing was done; or
 - 9.4.2 the subsequent discovery of a defect in the appointment of a person acting as a member; or
 - 9.4.3 the subsequent discovery that the person was incapable of being a member; or
 - 9.4.4 a member contravenes clauses 10.1.1 or 10.1.2.

Conflict management

- 10 The legislation establishing the co-governance entity provides that:
- 10.1 if a member has a material interest in the performance of a function, exercise of a power or making of a decision or recommendation by the co-governance entity:
 - 10.1.1 the member must declare the nature of the interest:
 - (a) at a meeting of the co-governance entity; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- (b) to the co-chairs; or
 - (c) if the member is a co-chair, to the member's appointer;
 - 10.1.2 the member must not take part in any deliberations or proceedings, including any form of decision-making, concerning the matter in which the member has a material interest;
 - 10.1.3 the co-chairs, or either of them, may require the member to leave the meeting; and
 - 10.1.4 if the member does not leave the meeting, the co-chairs, or either of them, may adjourn the meeting until the member does leave;
- 10.2 if the member contravenes clauses 10.1.1 or 10.1.2:
 - 10.2.1 his or her participation in the decision will not be counted;
 - 10.2.2 the member will not be counted in the quorum present at the meeting;
 - 10.2.3 the co-chairs must:
 - (a) as soon as practicable after becoming aware that a member has contravened clauses 10.1.1 or 10.1.2, report the contravention to the appointers; and
 - (b) record the contravention in the annual report of the co-governance entity;
- 10.3 a material interest arises when a member:
 - 10.3.1 is a party to, or will derive a material financial benefit from, the transaction or matter; or
 - 10.3.2 has a material financial interest in another party to the transaction, or in a person to whom the matter directly relates; or
 - 10.3.3 is a director, officer, member, or trustee of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or
 - 10.3.4 is the parent, child, spouse, civil union partner, or de facto partner of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or
 - 10.3.5 through their membership of a local authority, public body, group, organisation, or iwi has a vested interest in the subject-matter under consideration of such a nature that any decision in which the member participated would be, or would have the appearance of being, improperly influenced by that interest or connection; but



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 10.3.6 does not arise:
- (a) merely because the member is a ratepayer; or
 - (b) merely because the member is a member of a local authority;
or
 - (c) merely because the member is a member of an iwi or hapu; or
 - (d) merely because the economic, social, cultural and spiritual values of any iwi or hapu and their relationships with the co-governance entity are advanced by or reflected in:
 - i. the subject matter under consideration;
 - ii. any decision by or recommendation of the governance entity; or
 - iii. participation in the matter by the member;

10.4 members whose appointment was recommended by, or who are members of, a local authority are not:

10.4.1 disqualified from participating in any decision-making by the local authority by virtue of being a member or participating in making a decision of the co-governance entity;

10.4.2 bound by the provisions of the Local Government Act 2002 when acting or making decisions as a member of the co-governance entity;
or

10.4.3 bound to consult with or seek direction from the local authority.

Administration

11 The legislation establishing the co-governance entity provides that:

11.1 the Crown bears the reasonable operational costs of the co-governance entity;

11.2 there shall be paid to members of the co-governance entity, out of money appropriated by Parliament:

11.2.1 fees as determined by the Minister of Finance in accordance with the fees framework; and

11.2.2 in accordance with the fees framework, reimbursing allowances or actual and reasonable expenses incurred in undertaking the functions and duties of the co-governance entity;

11.3 in clause 11.2, fees framework means the framework determined by the Government from time to time for the classification and remuneration of statutory and other bodies in which the Crown has an interest;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 11.4 a member is not entitled to compensation or any other payment or benefit if he or she ceases for any reason to be a member of the co-governance entity;
- 11.5 a member is not liable for anything done or omitted in good faith in the performance of the functions of the co-governance entity or the exercise of its powers.

Reporting and audit

- 12 The legislation establishing the co-governance entity provides that:
 - 12.1 no later than 4 months after the end of each financial year, the co-governance entity must provide a report to the Maniapoto Maori Trust Board and other appointers;
 - 12.2 the report must be signed by the co-chairs and include (but not be limited to) the following information:
 - 12.2.1 the dates and times of meetings of the co-governance entity that occurred during that year;
 - 12.2.2 details of any advice and recommendations made by the co-governance entity during that year;
 - 12.2.3 the outcomes achieved by the co-governance entity during that year;
 - 12.2.4 the results of monitoring carried out by the co-governance entity during the year;
 - 12.2.5 any other activities undertaken by the co-governance entity during that year;
 - 12.2.6 details (including approved and paid funding) of initiatives and activities funded during that year by the Waikato River Clean-up Trust;
 - 12.2.7 the annual financial statements of the co-governance entity for that year;
 - 12.2.8 the annual financial statements of the Waikato River Clean-up Trust for that year;
 - 12.2.9 for each member, the total value of fees, allowances, reimbursements or other benefits paid or payable to the member during that year;
 - 12.2.10 the Auditor-General's audit report for that year; and
 - 12.2.11 any other information that is necessary to enable an informed assessment to be made of the operations and performance of the co-governance entity for that year;
 - 12.3 the co-governance entity must publish every report;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 12.4 no later than 6 months after the end of each financial year, the co-governance entity must hold an annual meeting;
- 12.5 notices of the annual meetings must be given as follows:
 - 12.5.1 to the appointers at least 10 business days before the meeting is to be held;
 - 12.5.2 by the co-chairs;
 - 12.5.3 by hand, by post, or by an electronic means;
- 12.6 notices of the annual meeting must include the annual reports and any other information that the co-governance entity considers the appointers may require to assess the activities of the entity during the year in question; and
- 12.7 the co-governance entity is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.

Access to information

- 13 The legislation establishing the co-governance entity provides that:
 - 13.1 any member of the public may, without payment of a fee, inspect, during normal business hours:
 - 13.1.1 at least 2 business days before a meeting of the co-governance entity, copies of agendas and reports circulated to members relating to the meeting; and
 - 13.1.2 copies of minutes of a meeting or part of a meeting (not being a meeting where the public was excluded);
 - 13.2 the co-chairs of the co-governance entity may classify reports, minutes, documents or parts of reports, minutes or documents, or classes of document as confidential in which case they must be withheld from inspection by a member of the public;
 - 13.3 any member of the public who inspects a document may take notes and, on payment of any fee the co-governance entity may prescribe, obtain from the co-governance entity a copy of any part of a document inspected by the member of the public;
 - 13.4 any defamatory matter in a document inspected by a member of the public under clause 13.1 shall be privileged unless, in any proceedings for defamation in respect of that publication, the plaintiff proves that, in publishing the matter, the defendant was predominantly motivated by ill will towards the plaintiff;
 - 13.5 any oral statement made at any meeting of the co-governance entity shall be privileged, unless, in any proceedings for defamation in respect of the statement, the plaintiff proves that, in making the statement, the defendant was predominantly motivated by ill will towards the plaintiff; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 13.6 the privilege conferred in clauses 13.4 and 13.5 is in addition to and not in substitution for or derogation of any other privilege, whether absolute or qualified, that applies, by virtue of any other enactment or rule of law, to the proceedings of the co-governance entity.

First steps

- 14 The legislation establishing the co-governance entity provides that:
- 14.1 the terms of membership of the initial members are as follows:
- 14.1.1 for the purposes of clauses 2.1.1 and 2.1.5, the initial members are appointed for terms of three years;
- 14.1.2 for the purposes of clauses 2.1.3, and 2.1.4, the initial members are appointed for terms of two years;
- 14.1.3 for the purposes of clause 2.1.2, the initial member is appointed for a term of 5 years;
- 14.1.4 for the purposes of clauses 2.1.6 and 2.1.7, the initial members are appointed for terms of two years; and
- 14.1.5 for the purposes of clause 2.1.8, the initial members are appointed for terms of three years;
- 14.2 the co-governance entity must have its first meeting within three months of the commencement date;
- 14.3 the initial co-chairs are:
- 14.3.1 the member appointed under clause 2.1.2; and
- 14.3.2 one of the members appointed under clause 2.1.8;
- 14.4 despite clause 3.4.1, for 5 years following the commencement date the member appointed under clause 2.1.2 will be the designated co-chair under clause 3.3.



PART 4: WAIKATO RIVER CLEAN-UP TRUST – TERMS OF TRUST

1 INTERPRETATION

1.1 In this part, unless the context require otherwise-

Conflict Transaction has the meaning given to it in clause 12.1.

Financial Year means the period of 1 year commencing on 1 July in each calendar year.

Insurance Policy means any policy of insurance and any policy of assurance.

Object means the object of the Trust described in clause 3.1.

Property means all property (whether real or personal) and includes choses in action, rights, interests and money.

River iwi means-

- (a) Waikato-Tainui; and
- (b) Maniapoto; and
- (c) Raukawa; and
- (d) Te Arawa; and
- (e) Ngati Tuwharetoa.

Security means any share, stock, debenture, debenture stock, bond, note, option, or form of other security.

Scoping Study means the independent scoping study, referred to in clause 6.22 of this deed, commissioned and funded by the Crown to:

- (a) identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and
- (b) provide useful background information to the establishment and operation of the Trust.

Tax Act means the Income Tax Act 2007.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

Trust means the trust established by legislation, on the terms set out in this part or otherwise specified in the legislation.

Trust Fund means the Property that is from time to time received and held by the Trustee on the terms of the Trust (whether received from the Crown or otherwise) and any growth in that Property that is from time to time held by the Trustee on the terms of the Trust.

Trustee means the co-governance entity.

2 NAME OF TRUST

The Trust is known as the Waikato River Clean-Up Trust but the Trustee may amend or change the name by deed.

3 OBJECT OF TRUST

3.1 The Trust is a trust for charitable purposes and the Trust Fund must be applied and used exclusively by the Trustee for projects to restore and protect the health and wellbeing of the Waikato River.

3.2 Wherever possible, the Object is to be interpreted having adequate regard to:

(a) the Vision and Strategy; and

(b) the Scoping Study.

4 APPLICATION OF INCOME

The Trustee may at any time, after payment of or provision for all costs, charges and expenses of the Trustee in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust to promote or advance the Object as the Trustee determines.

5 APPLICATION OF CAPITAL

The Trustee may at any time pay or apply all or any of the capital of the Trust to promote or advance the Object as the Trustee determines.

6 APPLICATION FOR FUNDING

6.1 The Trustee must devise an appropriate process for inviting and dealing with applications to the Trust for funding for projects to restore and protect the health and wellbeing of the Waikato River.

6.2 Funding will be available on a contestable basis for use in projects to achieve the Object of the trust that are:



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- (a) proposed by any applicants (including Waikato-Tainui, Maniapoto, Raukawa, Te Arawa, Ngati Tuwharetoa, other iwi, local authorities, landowners or others) furnishing to the Trustee detailed applications in such form as the Trustee may from time to time require; and
- (b) considered by the Trustee under a process devised by the Trustee to ensure appropriate contestability and efficiency in allocation of the Trust Fund; and
- (c) approved by the Trustee after due consideration.

6.3 The Trustee must:

- (a) prepare an annual plan or similar strategy document that identifies priority areas for funding, consistent with the Object; and
- (b) identify the criteria, based on relevant factors, to be applied by the Trustee in approving or rejecting applications; and
- (c) make public both the annual plan (or other strategy document) and the criteria.

6.4 The process devised by the Trustee must be designed to ensure to the extent reasonably possible:

- (a) the targeting of funding to priority areas identified by the Trustee in its annual plans; and
- (b) preference being given to projects that achieve practical results over projects that are purely for research purposes; and
- (c) contestability in the allocation of funds from the Trust Fund; and
- (d) efficiency in the allocation and use of the funds from the Trust Fund (including having particular regard to the desirability of applicants using alternative sources of funds available to applicants); and
- (e) accountability by the applicants for the use of funds granted; and
- (f) that adequate regard is given to the Vision and Strategy; and
- (g) that adequate regard is given to the Scoping Study and any other relevant research; and
- (h) that adequate regard is given to the extent to which projects would further iwi environmental plans, in the case of applications from iwi or applications based on matauranga Maori or on the mauri of the Waikato River.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 6.5 The Trustee must devise appropriate forms or templates for applications that will ensure that the information provided by applicants to the Trustee is sufficient to enable the Trustee to make properly informed decisions by being:
- (a) complete; and
 - (b) supported by adequate technical material and other submissions and evidence; and
 - (c) timely.
- 6.6 The Trustee must only approve an application for funding:
- (a) after due consideration; and
 - (b) subject to adequate and appropriate accountability requirements being imposed on the applicant:
 - (i) for achievement of targets or milestones; and
 - (ii) for reporting back to the Trustee on the use of funds and results achieved; and
 - (iii) that do not impose unduly onerous obligations on applicants with limited infrastructure, such as marae.
- 6.7 In making a decision under clause 6.6, the members of the Trustee must pursue:
- (a) the highest level of good faith engagement; and
 - (b) consensus decision-making.

7 FUNDING FROM NON-CROWN SOURCES

- 7.1 The Trustee may accept any Property donated by a person in addition to the Crown to be held on the terms of the Trust.
- 7.2 The Trustee must not accept a donation of any Property if the donation is subject to a condition that is inconsistent with the Object.

8 INVESTMENT OF TRUST FUND

- 8.1 The Trustee may invest all or any of the Trust Fund in any Property that is from time to time permitted by the laws of New Zealand for the investment of the funds of trusts, including full power to buy or otherwise acquire any Property and full power to sell or otherwise dispose of any of the Trust Fund.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 8.2 The Trustee, in exercising its investment powers, must act-
- (a) prudently in accordance with the applicable provisions of Part 2 of the Trustee Act 1956 relating to prudent investment; and
 - (b) having due regard to the Object.

9 POWERS AND DISCRETIONS OF TRUSTEE

9.1 In addition to all the powers, authorities and discretions vested in the Trustee by law or by this part, the Trustee in its discretion may at all times and from time to time exercise the fullest possible powers and authorities as if it was the beneficial owner of the Trust Fund provided that each exercise by the Trustee of a power or authority is reasonably necessary or advisable in order to further the achievement of the Object.

9.2 Without prejudice to the generality of clause 9.1, the Trustee has the powers set out in the clause 9.4 and may in its discretion exercise any one or more of those powers.

9.3 All powers and authorities and discretions that the Trustee has, including the powers in clause 9.4, may be exercised by the Trustee in its absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as it thinks fit.

9.4 The Trustee has power in accordance with clause 9.1 of this part:

- (a) to sell, call in, and convert into money or other Property the whole or any part of the Trust Fund;
- (b) to accumulate the income of the Trust Fund;
- (c) to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustee or falling due in future;
- (d) to open and maintain a bank account and to decide who will be the signatories to that account;
- (e) to raise or borrow money (either bearing or free of interest) from any person;
- (f) to secure the repayment of money borrowed and any interest on it by mortgage or charge over all or any of the Property that is part of the Trust Fund;
- (g) to apply money borrowed for any of the purposes for which the income or the capital of the Trust Fund may be applied, used or invested;
- (h) to set apart any portion of the Trust Fund:
 - (i) as a sub-trust;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- (ii) as a special endowment;
- (iii) for a special purpose;
- (iv) under any special or distinguishing name -

and the portion set apart and any accretions to it may be applied for the purpose for which it was set apart or for any other purpose authorised by this part;

- (i) to advertise the Trust and the Object;
- (j) to seek, receive or decline conveyances, transfers, gifts, devises, donations or bequests of Property;
- (k) to obtain incorporation or registration of the Trust in accordance with any law from time to time in force relating to charitable trusts;
- (l) to appoint or engage or employ any person or company for any period:
 - (i) as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this part;
 - (ii) as an attorney or delegate for the Trustee in New Zealand or elsewhere for all or any of the purposes of the Trust;
 - (iii) as a manager or agent for or on behalf of the Trustee in all or any matters relating to the management and the control of the Trust, and any business owned by the Trustee or in which it is concerned;
 - (iv) as a secretary of the Trustee; or
 - (v) as an employee of the Trustee in all or any matters relating to the Trust;
- (m) to act upon any opinion or advice or information obtained from a person or entity referred to in paragraph (l)(i) of this clause 9.4;
- (n) to determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust in a manner conducive to the attainment of the Object;
- (o) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Object; and
- (p) subject to clause 14, to pay from the income or capital of the Trust Fund any costs or expenses incurred in the course of the Trustee discharging, carrying out or exercising any of its duties and powers.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

10 BENEFITS AND ADVANTAGES

10.1 Notwithstanding anything to the contrary in this Schedule (but subject to clause 10.2), no person with some control over any business carried on by, for or for the benefit of the Trust is able to direct or divert, to their own benefit or advantage an amount from the Trust, except that:

- (a) the Trustee may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustee in connection with the affairs of the Trust and not met by the Crown;
- (b) the Trustee may pay reasonable and proper remuneration to any person or firm or company in return for services actually rendered to the Trust.

10.2 Clause 10.1 does not apply if and to the extent that there is an amendment to the Tax Act or any other relevant legislation that results in a person with some control over any business carried on by, for or for the benefit of the Trust being able to direct or divert an amount derived by the Trust to their own benefit or advantage without compromising the charitable tax status of the Trust.

10.3 In this clause 10:

- (a) benefit or advantage will include those benefits or advantages listed in section CW 42(8) of the Tax Act; and
- (b) person with some control over the business will include a person who has control of the types described in sections CW 42(5) to (7) of the Tax Act.

11 NO PRIVATE PECUNIARY PROFIT OF ANY INDIVIDUAL AND EXCEPTIONS

11.1 No private pecuniary profit shall be made by any person involved in this Trust, except that:

- (a) any Trustee or committee member appointed by the Trustee shall be entitled to be reimbursed out of the assets of the Trust for all expenses which he or she properly incurs in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable and proper remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee is to be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever,



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust;

- (e) the Trustee, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clauses 10, 11 and 12 are strictly observed.

12 INTERESTED MEMBERS OF TRUSTEE

12.1 A conflict transaction (**Conflict Transaction**) exists for a member of the Trustee when:

- (a) the member has been, is, becomes or intends to become associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Trustee is transacting, including in particular in relation to an application for funding; or
- (b) the interests or duty of the member in any particular matter conflicts or might conflict with his or her duty to the Trust.

12.2 However, a Conflict Transaction does not arise for a member in relation to an application for funding merely because the member is a member of an iwi that is making the application.

12.3 When a Conflict Transaction exists for a member:

- (a) the member for whom the Conflict Transaction exists must declare the nature of the conflict or the potential conflict at a meeting of the Trustee; and
- (b) the member must not take part in any deliberations or proceedings, including decision-making, relating to the Conflict Transaction; and
- (c) if the member contravenes paragraphs (a) or (b) in this clause 12.3, his or her participation will not be counted, and neither will the member be counted in the quorum present at the meeting.

12.4 When a Conflict Transaction exists for a member,-

- (a) the chair of a meeting of the Trustee may require the member to leave the meeting; and
- (b) if the member does not leave the meeting, the chair may adjourn the meeting until the member does leave.

13 EXECUTION OF DOCUMENTS

Whenever the Trustee needs to sign or attest to any deed, agreement or contract under a resolution of the Trustee, it will be sufficient for that deed, agreement or contract to be signed or attested to by:



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- (a) any two or more members of the Trustee; or
- (b) an attorney, agent or other delegate validly appointed by the Trustee for the purpose of signing or attesting to that deed, agreement or contract.

14 COSTS AND INDEMNITY

- 14.1 In accordance with the legislation establishing the co-governance entity, the Crown will meet the reasonable operational costs of the Trustee.
- 14.2 To the extent the Crown contribution to the operational costs is insufficient, the Trustee is fully indemnified by and out of the Trust Fund (whether from the capital or the income of the Trust Fund) for any loss or liability which it incurs in the carrying out or omission of any function, duty or power of the Trustee under this part and in respect of any outlay or expenses incurred by it in the management and administration of the Trust.

15 ACCOUNTS AND AUDIT

- 15.1 The Trustee must ensure that financial records are kept for the Trust.
- 15.2 The financial records must present the Trust's receipts, credits, payments, liabilities and all other matters necessary or appropriate in a way that shows the true state and condition of the financial affairs of the Trust.
- 15.3 The annual accounts of the Trust must be prepared by a chartered accountant appointed by the Trustee.
- 15.4 The Trustee must have the annual accounts audited by the Auditor-General.
- 15.5 The financial records and annual accounts will be kept at the Trustee's office or at such other place as the Trustee thinks fit.
- 15.6 The financial records and annual accounts must always be available to be inspected by any member of the Trustee.

16 REPORTING

- 16.1 At the end of each Financial Year, the Trustee must provide an annual report to the Crown (through the Minister for the Environment) and the River iwi in relation to the affairs of the Trust during the Financial Year and arrange for that report to be published.
- 16.2 The report must include:
- (a) the accounts for the financial Year prepared and audited under clause 15;
 - (b) adequate details of the applications for funding approved by the Trustee under clause 6 during the Financial Year; and



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- (c) adequate details of the reports received by the Trustee from applicants in relation to the use of the funds and results achieved.

17 BORROWING

No lender to the Trustee in respect of the Trust need enquire about the necessity for any borrowing, or the purpose for which it is required, or the use of the money borrowed.

18 WINDING UP

18.1 The Trust will be wound up on the earlier of:

- (a) the date the Trust Fund has finally been exhausted; and
- (b) the date the Trustee determines subject to the approval of the Crown and River iwi.

18.2 On the winding up the Trustee will pay or apply such of the capital and income of the Trust Fund as then remains (if any) towards the furtherance of such of the Object as the Trustee determines.

19 GOVERNING LAW

The Trust will be governed by and construed in accordance with the laws of New Zealand.



PART 5: FORM OF JOINT MANAGEMENT AGREEMENT

MANIAPOTO MAORI TRUST BOARD

and

[LOCAL AUTHORITY]

JOINT MANAGEMENT AGREEMENT

[DATE]



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE**

This JOINT MANAGEMENT AGREEMENT is made between:

MANIAPOTO MAORI TRUST BOARD

and

[LOCAL AUTHORITY]



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

PURPOSE

1. [The purpose of this agreement is to provide for an enduring relationship between the parties through the shared exercise of functions, duties and powers and to give effect to the Maniapoto legislation].

BACKGROUND

2. On 27 September 2010, Maniapoto and the Crown signed a Deed in Relation to a Co-Management Framework for the Waipa River (the “**Maniapoto deed**”), which was directed to deliver a new era of co-management over the Waipa River with an 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.
3. The [Maniapoto legislation] was enacted to give effect to the Maniapoto deed.
4. This joint management agreement (“**agreement**”) is entered into pursuant to the Maniapoto deed and the [Maniapoto legislation].

PRINCIPLES

5. Maniapoto and the local authority agree that, in working together under this agreement, they will:
 - (a) give appropriate weight to the relevant matters and documents provided for under the Maniapoto deed and [Maniapoto legislation], including:
 - (i) the overarching purpose of the deed, being to restore and maintain 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) the Vision and Strategy;
 - (iii) the integrated river management plan; and
 - (iv) the Maniapoto iwi environmental management plan;
 - (b) respect the mana of Maniapoto;
 - (c) act in a manner consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; and
 - (d) recognise the statutory functions, powers and duties of the local authority under legislation.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

6. In working together under this agreement, the Maniapoto Maori Trust Board and the local authority will:
- (a) commit to work together in good faith and a spirit of co-operation;
 - (b) commit to open, honest and transparent communication;
 - (c) commit to participate effectively in co-management;
 - (d) recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise;
 - (e) ensure early engagement and a “no surprises” approach;
 - (f) recognise that the relationship between the parties will evolve;
 - (g) recognise that co-management operates within statutory frameworks that must be complied with; and
 - (h) commit to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks.

MONITORING AND ENFORCEMENT

7. [To reflect the provisions in the [Maniapoto legislation]]

POLICY STATEMENT AND PLANS

8. [To insert clauses to implement the provisions in the [Maniapoto legislation]]

RESOURCE CONSENT PROCESSES

9. [To insert clauses to implement the provisions in the [Maniapoto legislation]]

OTHER AGREED PROCESSES

10. [To insert clauses to reflect any agreement between the Maniapoto Maori Trust Board and the local authority that this agreement be extended to cover other functions].

OTHER MATTERS

11. [To insert clauses relating to:
- (a) mutual information sharing;
 - (b) communication protocols; and
 - (c) other agreed matters]



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

RESOLUTION OF ISSUES

12. The parties agree and acknowledge that for co-management to be effective, the parties must address the resolution of issues between them in a constructive, co-operative and timely manner consistent with the principles underlying this agreement.
13. The parties have agreed that [insert name] will act as a decision maker if required under clause [20(c)], and the parties may agree from time to time to replace that person.
14. Where either party is concerned over an issue arising under this agreement, that concerned party must give notice to the other party as soon as is practicable, and the parties will engage on how any issues of concern may be addressed.
15. If, following the engagement under clause [18] either party considers that there are issues that still require resolution, that party may give notice in writing under this clause that the process under clause [20] is to be followed.
16. The following process will apply where notice is given by either party under clause [18]:
 - (a) within 10 business days of receipt of the notice referred to in clause [18], the relevant representative of the Maniapoto Maori Trust Board and the relevant manager from the local authority will meet to work together in good faith to resolve the issue;
 - (b) if the issue has not been resolved within 20 business days of receipt of the notice referred to in clause [18], the chair of the Maniapoto Maori Trust Board and the [mayor or chair] of the local authority will meet to work together in good faith to resolve the issue;
 - (c) if the issue has not been resolved within 40 business days of receipt of the notice referred to in clause [18], the matter will be referred to the person identified under clause [17];
 - (d) no later than 10 business days after the issue has been referred to that person under clause [20(c)], that person will make a recommendation on the issue and provide that recommendation to the parties;
 - (e) if within 10 business days of receiving a recommendation under clause [20(d)] the parties have not resolved the issue, the recommendation becomes binding and the parties must give effect to it; and
 - (f) at any point during the issue resolution process the parties may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

17. Despite the fact that the parties are working together to resolve any issue in relation to this agreement, the parties will use their best endeavours to ensure that this agreement as a whole continues to operate effectively.

REVIEW AND AMENDMENT

18. [to insert clauses to implement the provisions in the [Maniapoto legislation]]

DEFINITIONS AND INTERPRETATION

19. The provisions of this agreement shall be interpreted in a manner that best furthers the purpose of this agreement and is consistent with the principles set out in clause [9] of this agreement.
20. In this agreement, unless the context requires otherwise:
- (a) terms defined in the co-management deed and the [Maniapoto legislation] have the same meaning in this agreement;
 - (b) [to insert further definitions as required].
21. [To insert interpretation provisions consistent with the co-management deed]



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE**

SIGNED by the **MANIAPOTO MAORI TRUST BOARD**

in the presence of:

Witness Name:

SIGNED by **THE [LOCAL AUTHORITY]**

in the presence of:

Witness Name:



PART 6: UPPER WAIPA RIVER INTEGRATED MANAGEMENT PLAN

Preparation of Draft Plan

- 1 The following process will apply to the preparation of a draft of the Upper Waipa River integrated management plan:
 - 1.1 Maniapoto and the relevant agencies will meet to discuss the preparation of a draft plan;
 - 1.2 Maniapoto and the relevant agencies may consult with and seek comment from appropriate persons and organisations in the preparation of the draft plan.

Notification and Submissions on Draft Plan

- 2 Once the draft plan has been prepared, Maniapoto and the relevant agencies will notify the draft plan and call for public submissions.
- 3 Notification under clause 2 will be by public notice in a daily newspaper or newspapers circulating in the catchment area of the Upper Waipa River, and in any other manner that Maniapoto and the relevant agencies may think appropriate.
- 4 Maniapoto and the relevant agencies will ensure that the draft plan is available for public inspection to facilitate public participation in the development of the plan.
- 5 The public notice identified in clause 3 must:
 - 5.1 state that the draft plan is available for inspection at the places and times specified in the notice; and
 - 5.2 call upon interested persons or organisations to lodge with Maniapoto and the relevant agencies submissions on the draft plan, at the place and before the date specified in the notice, being a date not less than 20 business days after the date of the publication of the notice.
- 6 Maniapoto and the relevant agencies will also give notice in writing, including a copy of the draft plan, to the persons or organisations who provided comment under clause 5.2, inviting those persons or organisations to comment on the draft plan by lodging with Maniapoto and the relevant agencies a written submission before the date specified in the notice, being a date not less than 20 business days after the date of giving of the notice.
- 7 Any person or organisation may make a written submission on the draft plan at the place and before the date specified in the notice given under clauses 5 and 6.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

- 8 Maniapoto and the relevant agencies will consider any written submissions made by persons or organisations under clause 7, to the extent that such submissions are consistent with the purpose of the plan.

Approval of the Plan

- 9 Once the public submission process identified in clauses 2 to 8 is completed, Maniapoto and the relevant agencies may approve the plan.
- 10 Maniapoto and the relevant agencies will give public notice of the approval of the plan by public notice in a daily newspaper or newspapers circulating in the catchment area of the Upper Waipa River, and in any other manner that Maniapoto and the relevant agencies may think appropriate.
- 11 The plan will come into force on the date specified in the public notice under clause 10 and will be made available by the relevant agencies for public inspection at their local offices.

Review and Amendments to Plan

- 12 Maniapoto and the relevant agencies may at any time agree to review and/or amend the plan or any component of the plan.
- 13 The agreement under clause 12 will not be unreasonably withheld by either Maniapoto or the relevant agencies.
- 14 Despite clause 12, Maniapoto and the relevant agencies will commence a review not later than 5 years after the date upon which the plan came into force under clause 11, and at intervals no greater than 5 years after the completion of the previous review (including the approval of any amended plan).
- 15 A review or amendment of the plan or any component of the plan will be conducted in the same manner as specified in clauses 3 to 11, with any necessary and appropriate modifications.
- 16 Despite clause 15, where a proposed amendment is of such a nature that Maniapoto and the relevant agencies consider that it does not constitute a material amendment to the plan, Maniapoto and the relevant agencies may make that amendment without compliance with all or any of the process specified in clauses 3 to 11, except that public notice of any amendment must be given under clause 10.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER
SCHEDULE

PART 8: SO PLAN