

RAUKAWA
and
THE RAUKAWA SETTLEMENT TRUST
and
THE SOVEREIGN
in right of New Zealand

**DEED IN RELATION TO A
CO-MANAGEMENT FRAMEWORK FOR
THE WAIKATO RIVER**

17 December 2009

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**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK
FOR THE WAIKATO RIVER**

THIS DEED is made between

RAUKAWA

and

THE RAUKAWA SETTLEMENT TRUST

and

THE SOVEREIGN in right of New Zealand

1 THE CONTEXT OF THIS DEED

REASONS FOR THIS DEED

- 1.1 The parties agree that protective measures are essential to safeguard the Waikato River as one of the great natural and cultural treasures of New Zealand. The co-management framework set out in this deed is intended to support these viewpoints.
- 1.2 The parties maintain their own viewpoints in respect of the Waikato River that converge in the objective to care for, protect, and enjoy the Waikato River. This deed does not address nor preclude further discussion about title or ownership.
- 1.3 Raukawa believe they are kaitiaki of the Waikato River within their own tribal boundaries, subject to the collective and individual rights of their hapū and uri. This responsibility is hereditary: uri, whānau, hapū and iwi have the right and responsibility to protect their tribal River. Raukawa hold mana whenua and express mana whakahaere, kaitiakitanga and ahi kaa roa within their rohe, including the Waikato River. Raukawa do not accept they have ever ceded authority or rights of ownership over the River, or its tributaries, to anybody.
- 1.4 The Crown believes that it has responsibilities in relation to the Waikato River on behalf of the regional community and the nation as a whole. The Waikato River and its catchment play a significant strategic role for New Zealand as a source of energy, the location of significant primary industry, and recreational activities. There are important values and relationships between the River and people and communities that the Crown must respect, including private and public interests associated with the River and its environs. There are also existing statutory frameworks and Treaty of Waitangi obligations. In recognising the national importance of the River and its catchment, the Crown considers that a new era of co-management in respect of the Waikato River is an appropriate way to secure the longer-term sustainability and health of the River for present and future generations.

OTHER CLAIMS OF RAUKAWA

- 1.5 The Crown and Raukawa acknowledge that:
 - 1.5.1 Raukawa and the Crown (among other parties) entered into the CNI settlement deed for the settlement of the Historical CNI Forests Land Claims (as that term is defined in the CNI settlement deed) of Raukawa; and
 - 1.5.2 to avoid doubt, nothing in this deed limits the redress provided to Raukawa under the CNI settlement deed.
- 1.6 The Crown and Raukawa further acknowledge that:
 - 1.6.1 this deed relates to the development of a co-management framework for the Waikato River;

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- 1.6.2 the Crown and Raukawa have not yet had the opportunity to negotiate a settlement of the historical Treaty of Waitangi claims of Raukawa in relation to the Waikato River, nor their other historical Treaty of Waitangi claims;
- 1.6.3 despite clause 1.6.2, this deed has been negotiated in the context of the historical Treaty of Waitangi claims of Raukawa to the Waikato River, and the Crown and Raukawa have reached agreement on aspects of the historical account and Crown acknowledgements in respect of these claims, as set out at clauses 1.8-1.31; and
- 1.6.4 to avoid doubt, nothing in this deed limits the ability or obligation of the Crown to provide redress to Raukawa in settlement of their claims to the Waikato River, or other historical Treaty of Waitangi claims, or the nature of that redress.
- 1.7 The Crown and Raukawa further acknowledge that:
- 1.7.1 they have signed Terms of Negotiation to negotiate a settlement of the remaining Raukawa historical Treaty of Waitangi claims;
- 1.7.2 they intend to conclude these negotiations as soon as possible;
- 1.7.3 for Raukawa, their Waikato River claims form one of the most significant and distinctive elements of their claims against the Crown that have yet to be settled, and as such:
- (a) Raukawa and the Crown will give primacy to these claims in these negotiations;
 - (b) a key objective in these negotiations will be to secure arrangements that will enable Raukawa to restore and protect their economic, social, cultural and spiritual relationship with the Waikato River;
 - (c) a further key objective in these negotiations will be to ensure that these negotiations deliver redress that is equitable when compared to redress provided to other iwi for their Waikato River claims, including the following redress components:
 - (i) gifting, co-management, appropriate recognition and/or protection of sites of significance to Raukawa, including statutory acknowledgements and deeds of recognition;
 - (ii) appropriate protocols and relationship agreements with relevant Ministers and other persons, including an annual hui between relevant Ministers of the Crown and the Raukawa Settlement Trust or other appropriate governance entity;
 - (iii) letters of introduction/support to relevant local authorities, relevant State enterprises and other agencies;

- (iv) change of place names in consultation with the New Zealand Geographic Board (Ngā Pou Tauhara o Aotearoa) and in accordance with the functions and duties of the Board;
- (v) vesting and/or other arrangements, such as rights of first refusal and sale and lease back, in relation to specific land, properties and other assets (including hydro-electric and geothermal assets);
- (vi) the development of an appropriate financial redress package;
- (vii) the provision of appropriate River initiatives funding, and educational monies as cultural redress; and
- (viii) further mechanisms or arrangements as appropriate.

RAUKAWA HISTORICAL ACCOUNT

- 1.8 The Crown acknowledgements are based on the following historical account developed as context for this Deed. Following this Deed, the Crown and Raukawa will develop a comprehensive historical account for the comprehensive historical claims of Raukawa.

Raukawa and their association with the Waikato River

- 1.9 Raukawa are named after their ancestor Raukawa who is connected to the Tainui waka through his father Turongo, who was in turn descended from Hoturoa. Raukawa claim interests in the Upper Waikato River catchment on the basis of conquest, occupation and unextinguished ahi kaa.
- 1.10 Raukawa have many rich associations with the Waikato River. The River runs through the centre of their rohe, and many sites within, and alongside, the River are important to them. Waka landing sites, food and material gathering sites, blessing and sacred sites are associated with the Waikato River.
- 1.11 On the eastern side of Lake Arapuni are the ancient fortresses of Piraunui, Hokio, and Puketotara. Pohaturua (520 m) is a prominent landmark at Atiamuri on the southern side of the Waikato River and was the site of a famous battle during the Raukawa conquest of the upper Waikato River region. During this battle, Raukawa were led by Whaita. Ngati Whaita are particularly associated with the Atiamuri-Pohaturua area to this day, and the marae of Ngati Whaita is at Ongaroto adjacent to the Waikato River.

Loss of Raukawa land associated with the Waikato River

- 1.12 Raukawa have been significantly affected by the loss of their lands, including those associated with the Waikato River and its tributaries, through the operation and impact of the native land laws, and Crown and private purchasing.
- 1.13 Over a period of time the Crown has acquired land under public works legislation along the banks of the Waikato River to construct dams, flood areas for storage lakes, and carry out associated works. Some of this land was later sold or transferred to

State enterprises. For Raukawa, the sale of their lands along the banks, and the acquisition of land for public works, has resulted in a loss of direct connection to the Waikato River.

Crown development of the Waikato River for hydro-electric purposes

- 1.14 From the 1920s, the Crown embarked on a series of major hydro-electricity developments that affected both the River and the lands adjacent to it. The first major power station built by the Crown on the Upper Waikato River affecting the Raukawa rohe was at Arapuni. This was a substantial project by the standards of the day and was built by the Public Works Department from 1924-29.
- 1.15 From 1940 to 1941, control gates and a diversion channel were built at the Lake Taupo outlet in order to control and regulate the level of the lake. The periodic discharge of water through the control gates on the River caused flooding along the riverbanks downstream, and generated considerable public concern.
- 1.16 Following the construction of the Taupo control gates a sequence of major hydro-electric power stations were built over the next 30 years along the length of the River. The first of the new stations was at Karapiro (built in 1940-47) followed by Maraetai I (1946-1952), Whakamaru (1949-56), Atiamuri (1953-58), Waipapa (1955-61), Ohakuri (1956-61), Aratiatia (1959-64), and Maraetai II (1959-61, 1967-70). The Upper Waikato River contains more dams than any other waterway in New Zealand.
- 1.17 Much of the Upper Waikato River has been affected by the construction of hydro-electric works with storage lakes flooding many sites of significance and tourist attractions. The stretch of the Waikato River at Atiamuri, which was formerly known for its picturesque gorge and rapids, was flooded. The hydro-lakes at Ohakuri and Whakamaru are further examples of such flooding.
- 1.18 Many points of access and food-gathering places along the banks of the River were lost to Raukawa due to dam construction and associated flooding. This included the significant loss of whare, pa, wahi tapu, urupa, and other sites of significance. Many sites located along the River banks and situated on adjacent lands and taonga are now buried beneath the River. As an example, two urupa named Te Whanake (or Te Wharake) and Waimahana were submerged in the waters of Lake Whakamaru. A waka which was previously buried in the riverbed near the Waipapa dam is now housed at Pikitū Marae at Waotū, south of Arapuni.

Further environmental impact on the Waikato River

- 1.19 Changes wrought by hydro-electric development have been accompanied by other developments that have altered the ecology of the Upper Waikato River. These include the establishment of major exotic forest plantations and the associated pulp and paper industry based at Kinleith; the clearance of native vegetation and the rapid expansion of the dairy industry; rural residential expansion; and other industrial development. All of these activities have had significant impacts on the water quality of the Upper Waikato River.
- 1.20 There is now little or no indigenous forest cover surviving along the banks of the Upper Waikato River. Other wider environmental effects include impacts on biodiversity, ecosystems and aquatic life, loss of species, and changes to the natural character of the River landscape.

Conclusion

- 1.21 Raukawa have continuously asserted their mana whakahaere in relation to their rohe. Raukawa have sought recognition of this role, and their desire to protect and maintain a healthy Waikato River.

CROWN ACKNOWLEDGEMENTS

- 1.22 The Crown acknowledges that Raukawa claim that the Crown has denied their rights and interests in, and mana whakahaere over, the Waikato River; and that Raukawa say that they never willingly or knowingly relinquished those rights and interests in, nor their authority over, the Waikato River.
- 1.23 The Crown acknowledges the importance to Raukawa of the Waikato River. To Raukawa the Waikato River has mana and in turn represents the mana and mauri of Raukawa; and for the purposes of the co-management framework is a single indivisible entity that flows from Te Waiheke o Huka to Te Puaha o Waikato 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.
- 1.24 The Crown acknowledges that to Raukawa, their relationship with the Waikato River, and their respect for it, gives rise to their responsibilities to protect the mana and mauri of the River and to exercise their mana whakahaere in accordance with their long established tikanga. Their relationship with the River and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture.
- 1.25 The Crown acknowledges that it has failed to respect, provide for and protect the special relationship of Raukawa with the Waikato River.
- 1.26 The Crown acknowledges that the deterioration of the health of the Waikato River, while the Crown had authority over the Waikato River, has been a source of distress for the people of Raukawa.
- 1.27 The Crown acknowledges that the pollution, degradation and development of the Waikato River, its lakes, streams and wetlands have resulted in the decline of its once rich fisheries, which had for generations sustained the way of life of the people of Raukawa and their ability to meet their obligations of manaakitanga; and that the decline has been a further source of distress to them.
- 1.28 The Crown acknowledges that the acquisition of land along the Waikato River for, and the construction and operation of, hydroelectricity works has disassociated the people of Raukawa from their River, led to the flooding of particular culturally significant sites and, impeded the natural flow of the Waikato River. This is a further source of distress to the people of Raukawa.
- 1.29 The Crown acknowledges and respects the deeply felt obligation of Raukawa to protect the Waikato River. The Crown seeks by this deed to recognise and sustain the special relationship Raukawa have with the Waikato River. The Crown undertakes to provide assistance to, and to work with, Raukawa to assist the restoration of their mana whakahaere.

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

- 1.30 The Crown acknowledges the commitment of Raukawa to integrated management in respect of the Waikato River.
- 1.31 The Crown acknowledges that to Raukawa, the clean-up trust is an integral part of the co-management framework and represents the River Iwi contribution to supporting their local communities to participate in the restoration and protection of the health and wellbeing of the Waikato River.

THE RELATIONSHIP BETWEEN RIVER IWI AND THE WAIKATO RIVER

- 1.32 The Crown and Raukawa acknowledge that each River iwi has its own unique relationship with the Waikato River and its own long established tikanga in relation to the River. Nothing in this deed is intended to impinge on those relationships. Nor is there any intention to question or disregard the tikanga of any River iwi.
- 1.33 Recognition of the relationship between Raukawa and the Waikato River by the Crown is not intended to affect the rights, interests, or mana whakahaere of any other River iwi, but is intended to reflect a unity of purpose to respect and care for the Waikato River.

CO-MANAGEMENT

- 1.34 The Parties acknowledge their commitment to enter into a new era of co-management over the Waikato River, with the underlying purpose being to restore and protect the health and wellbeing of the Waikato River for present and future generations.
- 1.35 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 Waikato River. Accordingly, the Crown, and Raukawa acknowledge that co-management includes:

- 1.35.1 a collaborative approach that reflects partnership;
- 1.35.2 the highest level of good faith engagement; and
- 1.35.3 consensus decision-making as a general rule,

while having regard to statutory frameworks and the mana whakahaere of Raukawa and other River iwi.

INTEGRITY OF THE AGREEMENT

- 1.36 This deed aims to enhance the relationship between the Crown and Raukawa under the Treaty of Waitangi in accordance with its principles.
- 1.37 The Crown and Raukawa share a commitment to act:
- 1.37.1 to protect the integrity of this deed; and

- 1.37.2 in a manner that is consistent with and achieves co-management of the Waikato River.

2 STATEMENT OF SIGNIFICANCE OF THE WAIKATO RIVER

- 2.1 Clause 2.3 contains a statement by Raukawa of the significance of the Waikato River to Raukawa.
- 2.2 The Crown recognises the statement of significance by Raukawa. On this basis the Crown enters into a co-management framework.
- 2.3 The statement is:

He Pānui Kōrero Nui

Mai anō i ngā rā onamata te whanaungatanga ahurei o Raukawa ki Te Awa o Waikato. E kī ana te kōrero, ko te Awa o Waikato me ngā kautawa ngā iatoto kawe ai te waiora o Papatūānuku. Ahakoa he aha ngā mahi, ngā kaupapa ka whakahaeretia i runga i te awa, ka pā ki a Papatūānuku. Kawea ai e te Awa o Waikato te mauri o te iwi o Raukawa, whai anō, ki te pā he āhuetanga ki te Awa, ka pā hoki ki te iwi.

Kei te Awa o Waikato tōna ake 'mana', tōna ake mauri.

Kua pau te 600 tau i te hononga ita o te mauri o te Awa o Waikato me te mauri o Raukawa. Ko mātou te tangata whenua o ētahi o ngā rohe ka rere ai te Awa, nā reira, he tino nui rawa atu ki a mātou te whanaungatanga ki te Awa. Nā te Awa, ka hiki ai te mana o te iwi. Heoi, he kawenga anō tō te iwi ki te tiaki i te mana me te mauri o te Awa. Kua tuitui ēnei kawenga ki roto i tō mātou mana whakahaere, ka takoto ki roto i te kawa me ngā tikanga o te iwi. Ko te kaupapa o te mana whakahaere, 'ko te orange o te Awa'.

He taonga te Awa o Waikato ki a Raukawa. Kāore he wehewehenga i te awa, ka rere mai i Ruapehu, puta rawa atu i te Pūaha o Waikato, ā, kapi katoa ai ngā wai, ngā tahatika, ngā takere (me ngā manawa whenua ki raro), ngā kōawa, ngā rerenga wai, ngā kautawa, ngā roto, ngā mea ora i te wai, ngā tipu, ngā wāhi waipuketia, ngā repo, ngā moutere, ngā puna wai, ngā pou-wai, ngā ngāwhā, te ātea, te paparanga, tae atu ki te wairua me te mauri.

Kei te kaha tonu te mana, ngā tika tuku iho me te kaitiakitanga o Raukawa e pā ana ki te Awa o Waikato ka rere i tō mātou rohe. Nā runga i ngā mātāpono o te ahi kā roa, kei te tūtū tonu ngā marae, kei te noho tonu ngā whānau me ngā hapū ki ngā tahatika o te Awa o Waikato. Ka noho te Awa hei pūtake mō te wairua, te ahurea, te hapori, te taha tinana o tō mātou iwi. Waihoki, heke i tēnā reanga, i tēnā renga, ka waha mātou i ngā kawenga me ngā whakaaro nui o te kaitiakitanga.

Statement of Significance

Raukawa has a unique and ancient relationship with the Waikato Awa. The Waikato Awa and its tributaries are metaphorically speaking the veins carrying the lifeblood of Papatuanuku. If events or activities affect the awa, they in turn affect Papatuanuku. The Waikato Awa carries the life force for the Raukawa people, and therefore, that which affects the River, affects the people.

The Waikato Awa holds 'mana' in its own right (spiritual authority and power, or a right to exist in a pristine state for intrinsic reasons) and its life essence or life force is the 'mauri' of the Awa.

For over 600 years Raukawa have held that the mauri of the Waikato Awa and the mauri of Raukawa are inextricably linked. As tangata whenua within the region which the River flows, our relationship that exists with the Awa is paramount. It includes the enhancement of our respective tribal mana. However, this also gives rise to the responsibilities to protect the Awa, its mana and mauri. These responsibilities are woven within our customary assertion of mana whakahaere, which is encompassed within long established kawa and tikanga. The purpose of mana whakahaere is simply 'to ensure the wellbeing of the Awa'.

The Waikato Awa is a taonga to Raukawa. It is a whole and indivisible entity that flows from Ruapehu to Te Puaha o Waikato (the mouth) and includes its waters, banks, beds (and all minerals under them), and its streams, waterways, tributaries, lakes, aquatic life, vegetation, flood plains, wetlands, islands, springs, water column, geothermal aspects, airspace and substratum as well as its metaphysical elements.

Raukawa continue to exercise our mana, along with customary rights and exert the rights and responsibilities of kaitiakitanga in relation to the Waikato Awa within our rohe. In accordance with the principles of ahi kaa roa; marae, hapu and whanau still reside next to and live every day with the Waikato Awa. The Awa has provided a source of spiritual, cultural, social, and physical sustenance for our people, and in turn our role as kaitiaki embraces respect and an inter-generational responsibility.

3 PURPOSE AND SUMMARY OF DEED

OVERARCHING PURPOSE

- 3.1 The overarching purpose of this deed is to restore and protect the health and wellbeing of the Waikato River for present and future generations.

CO-MANAGEMENT

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

SUMMARY OF DEED

- 3.3 The following arrangements comprise the co-management framework designed to achieve the overarching purpose:
- 3.3.1 the development of Raukawa objectives for the Waikato River;
 - 3.3.2 the legislative recognition of the vision and strategy for the Waikato River;
 - 3.3.3 the establishment of, and the granting of functions and powers to, the Waikato River Authority through legislation;
 - 3.3.4 the establishment and funding of the Waikato River Clean-up Trust;
 - 3.3.5 other co-management arrangements, including the establishment of joint management agreements with relevant local authorities, an Upper Waikato River integrated management plan, a Raukawa environmental management plan, regulations and exemptions for customary activities; and
 - 3.3.6 relationship mechanisms, including entry by Ministers and other persons into accords with the Raukawa Settlement Trust and the establishment of a Ministerial forum.

4 OBJECTIVES FOR THE WAIKATO RIVER

THE OBJECTIVES

- 4.1 Raukawa may issue their objectives for the Waikato River.
- 4.2 The objectives must be consistent with the overarching purpose of this deed to restore and protect the health and wellbeing of the Waikato River for present and future generations.
- 4.3 Raukawa must:
 - 4.3.1 make the Raukawa objectives for the Waikato River available to the public for inspection at the offices of the Raukawa Settlement Trust;
 - 4.3.2 give copies of those objectives to:
 - (a) the relevant local authorities; and
 - (b) the Minister for the Environment.
- 4.4 The Raukawa objectives become effective when the objectives are made available for inspection pursuant to clause 4.3.1 and 4.3.2.

AMENDMENTS

- 4.5 Raukawa may amend the Raukawa objectives at any time provided that the amendments proposed are consistent with the overarching purpose of this deed, to restore and protect the health and wellbeing of the Waikato River for present and future generations.
- 4.6 Raukawa must:
 - 4.6.1 make the amended Raukawa objectives for the Waikato River available to the public for inspection at the offices of the Raukawa Settlement Trust; and
 - 4.6.2 give copies of the amended objectives to:
 - (a) the relevant local authorities; and
 - (b) the Minister for the Environment.
- 4.7 The amended Raukawa objectives become effective when the amended objectives are made available pursuant to clause 4.6.1 and 4.6.2.

5 VISION AND STRATEGY FOR THE WAIKATO RIVER

VISION AND STRATEGY

Background

- 5.1 The parties acknowledge that:
- 5.1.1 the vision and strategy for the Waikato River was developed by the Guardians establishment committee, which was established under the Waikato-Tainui Agreement in Principle for the Settlement of the Historical Claims of Waikato-Tainui in relation to the Waikato River; and
 - 5.1.2 the Guardians establishment committee included one representative from Raukawa.
- 5.2 Raukawa endorse the vision and strategy for the Waikato River.
- 5.3 The vision and strategy is set out in part 1 of the schedule.

STATUTORY RECOGNITION OF VISION AND STRATEGY

The vision and strategy is included in the Raukawa co-management legislation

- 5.4 The Raukawa co-management legislation will:
- 5.4.1 provide that the vision and strategy applies to the Waikato River and activities within its catchment affecting the Waikato River;
 - 5.4.2 set out the vision and strategy in a schedule to the Raukawa co-management legislation in the form set out in part 1 of the schedule to the deed; and
 - 5.4.3 provide that the Governor-General may, from time to time on the advice of the Minister for the Environment in accordance with clause 5.12.6, by Order in Council, amend the schedule to the Raukawa co-management legislation that sets out the vision and strategy with effect from a date specified in the Order in Council.

The vision and strategy to be the primary direction setting document for the Waikato River

- 5.5 The Raukawa co-management legislation will record that:
- 5.5.1 the Waikato River and its contribution to New Zealand's social, cultural, environmental and economic wellbeing is of national importance; and

- 5.5.2 the vision and strategy is Te Ture Whaimana o Te Awa o Waikato.
- 5.6 The Raukawa co-management legislation will provide that:
- 5.6.1 the vision and strategy is intended by Parliament to be the primary direction setting document for the Waikato River and activities within its catchment affecting the Waikato River; and
- 5.6.2 the Raukawa co-management legislation will be interpreted in a manner consistent with clause 5.6.1.

The vision and strategy to form part of the Waikato Regional Policy Statement

- 5.7 For the purposes of clause 5.8, local authority means Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, areas “A” and “B” on the SO plan, but does not include the Auckland Council.
- 5.8 The Raukawa co-management legislation will provide that on and from the date that the Raukawa co-management legislation comes into force:
- 5.8.1 the vision and strategy in its entirety is deemed to be part of the Waikato Regional Policy Statement;
- 5.8.2 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 5.8.1;
- 5.8.3 to avoid doubt, the process set out in Schedule 1 of the Resource Management Act 1991 does not apply for the purposes of clause 5.8.1 or 5.8.2;
- 5.8.4 the Waikato Regional Council must ensure that no part of the Waikato Regional Policy Statement is inconsistent with the vision and strategy;
- 5.8.5 following the date specified in the Order in Council made under clause 5.4.3 in respect of the initial review of the vision and strategy referred to in clause 5.12.4(a) or a subsequent review of the vision and strategy referred to in clause 5.12.3:
- (a) for the purposes of clause 5.8.4 the Waikato Regional Council must review and, if necessary, initiate an amendment to the Waikato Regional Policy Statement to give effect to clause 5.8.4; 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;
- 5.8.6 any amendment referred to in clause 5.8.5 must be undertaken using the process set out in Schedule 1 of the Resource Management Act 1991;

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- 5.8.7 a local authority must commence the review and amendment process referred to in clause 5.8.5 by no later than 6 months after the date specified in the Order in Council in respect of the initial review of the vision and strategy referred to in clause 5.12.4(a);
- 5.8.8 if by the time that a local authority commences a review referred to in clause 5.8.5 a joint management agreement between the Raukawa Settlement Trust and that local authority is not in force under clause 7.3, then the local authority will:
- (a) convene a joint working party as provided for in clause 7.3.11(a);
 - (b) ensure that the local authority and the Raukawa Settlement Trust jointly decide on 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, as provided for in clause 7.3.11(c); and
 - (c) discuss with the Raukawa Settlement Trust the potential for the Raukawa Settlement Trust to participate in the decisions 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 7.3.11(d);
- 5.8.9 a local authority must commence the review and amendment process referred to in clause 5.8.5 no later than 12 months after the date specified in the Order in Council made under clause 5.4.3 in respect of a subsequent review of the vision and strategy referred to in clause 5.12.3;
- 5.8.10 until the date specified in the Order in Council in respect of a review and amendment process referred to in clause 5.8.5(a), 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;
- 5.8.11 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;
- 5.8.12 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;
- 5.8.13 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

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- (b) a New Zealand coastal policy statement issued under section 52 of the Resource Management Act 1991;
- 5.8.14 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;
- 5.8.15 clause 5.8.14 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 5.8.14 (a) to (c);
- 5.8.16 following the date specified in the Order in Council made under clause 5.4.3 in respect of a review of the vision and strategy under clauses 5.12.3 or 5.12.4(a), and after any resulting amendments referred to in clause 5.8.5 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;
- 5.8.17 clauses 5.8.1 to 5.8.16 have effect to the extent that the content of the vision and strategy relates to matters covered by the Resource Management Act 1991;
- 5.8.18 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;
- 5.8.19 to the extent it affects the Waikato River, the responsible Minister must, when preparing a national land transport strategy under Part 3 of the Land Transport Management Act 2003, take into account the vision and strategy; and
- 5.8.20 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.
- 5.9 The Raukawa co-management legislation will provide that the obligations under clause 5.8 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

- 5.10 The Raukawa co-management legislation will provide that:
- 5.10.1 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;
 - 5.10.2 a conservation management strategy or a conservation management plan made under an Act listed under clause 5.10.1 must not derogate from a statement of general policy created by clause 5.10.1;
 - 5.10.3 the requirement in clause 5.10.2 does not take effect for any statement of general policy made under clause 5.10.1 until the date that the strategy or plan is next reviewed or amended;
 - 5.10.4 the review or amendment process for a conservation management strategy or conservation management plan affected by clause 5.10.2 must commence:
 - (a) no later than 6 months after the date specified in the Order in Council made under clause 5.4.3 in respect of the initial review of the vision and strategy referred to in clause 5.12.4(a); and
 - (b) following the date specified in the Order in Council in respect of any subsequent review of the vision and strategy under clause 5.12.3, no later than 12 months after that date;
 - 5.10.5 until the date specified in the Order in Council in respect of a review or amendment process referred to in clause 5.10.4, if any component of a conservation management strategy or conservation management plan derogates from the vision and strategy, then the vision and strategy will prevail;
 - 5.10.6 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;

- 5.10.7 clauses 5.10.2 to 5.10.5 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
- 5.10.8 clauses 5.10.1 and 5.10.2 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 and 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

5.11 The Raukawa co-management legislation will provide that:

- 5.11.1 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 5.11.2 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;
- 5.11.2 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;
 - (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;

5.11.3 clause 5.11.1 does not have effect in relation to:

- (a) the Resource Management Act 1991, where clause 5.8 affects the exercise of a power or function; and
- (b) the Acts specified in clause 5.10.1 where clauses 5.10.1 to 5.10.8 affect the exercise of a power or function; and

Statement regarding the vision and strategy

5.11.4 where a local authority or other person has prepared or changed a document in accordance with the obligations under clauses 5.8 to 5.11.2, 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.

REVIEW OF THE VISION AND STRATEGY

5.12 The Raukawa co-management legislation will provide that:

5.12.1 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 overarching purpose of this deed, must take into account:
 - (i) the Raukawa environmental management plan;
 - (ii) other iwi environmental plans insofar as they relate to the Waikato River;
 - (iii) the Raukawa objectives for the Waikato River;
 - (iv) other iwi objectives for the Waikato River; and
 - (v) the report resulting from the scoping study undertaken in accordance with clause 6.17;
- (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;

5.12.2 the Waikato River Authority may only make recommendations to amend the vision and strategy that are consistent with the overarching purpose of this deed, being the restoration and protection of the health and wellbeing of the Waikato River for present and future generations;

Timing of reviews

5.12.3 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;

5.12.4 despite clause 5.12.3, 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 for the purpose of considering whether targets and methods should be developed for inclusion in the vision and strategy; and
- (b) may, in its discretion, extend the initial review of the vision and strategy under clause 5.12.4(a) to include consideration of whether the vision and strategy should be amended beyond the inclusion of targets and methods; but
- (c) must not commence any further review of the vision and strategy sooner than 5 years after the date on which it gives the notification or makes the recommendation under clause 5 of part 2 of the schedule;

Initial review

- 5.12.5 in respect of the initial review of the vision and strategy undertaken under clause 5.12.4(a) 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 5.12.4(b) to extend the initial review:
 - (i) consider whether the vision and strategy should be amended other than by the inclusion of targets and methods; and
 - (ii) make recommendations to amend the vision and strategy other than by the inclusion of targets and methods;

Order in Council

- 5.12.6 the Minister for the Environment must advise the Governor-General to make an Order in Council under clause 5.4.3 to amend the vision and strategy if:
- (a) the Crown, Raukawa 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, Raukawa and the other appointers agree in writing with each other to accept the recommendation.

REFERENCES TO WAIKATO RIVER

5.13 In this part 6:

- 5.13.1 **“Waikato River”** means the Waikato River from Te Waiheke o Huka to Te Pūaha o Waikato, and includes the Waipā River from its junction with the Pūniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked “A” and “B” on the SO plan; and
- 5.13.2 **“catchment”** means the areas marked “A” and “B” on the SO plan.

6 GOVERNANCE ARRANGEMENTS

ESTABLISHMENT OF THE WAIKATO RIVER AUTHORITY

- 6.1 The Raukawa co-management legislation will provide that a statutory body called the Waikato River Authority is established.
- 6.2 The Raukawa co-management legislation will include the provisions set out in part 3 of the schedule relating to the Waikato River Authority.

PURPOSE OF THE WAIKATO RIVER AUTHORITY

- 6.3 The Raukawa co-management legislation will provide that the purpose of the Waikato River Authority 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 present and 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; and
 - 6.3.3 as trustee for the Waikato River Clean-Up Trust, fund rehabilitation initiatives for the Waikato River.

FUNCTIONS OF THE WAIKATO RIVER AUTHORITY

- 6.4 The Raukawa co-management legislation will provide that:
 - 6.4.1 the principal function of the Waikato River Authority is to achieve its purpose; and
 - 6.4.2 the other functions of the Waikato River Authority are to:
 - (a) engage with and provide advice to:
 - (i) local authorities on amendments to Resource Management Act planning documents to give effect to the vision and strategy;
 - (ii) the range of agencies with responsibilities related to the Waikato River (including, without limitation, local authorities and conservation, fisheries and biosecurity 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; and

- (iii) the Environmental Protection Authority;
 - (b) act as trustee for the Waikato River Clean-Up Trust and, in that capacity, administer the contestable clean-up fund for the Waikato River;
 - (c) monitor:
 - (i) the carrying out, effectiveness and achievement of the principal function of the Waikato River Authority;
 - (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;
 - (d) report at least every 5 years to the Crown, Raukawa and the other appointers on the results of the monitoring carried out under clause 6.4.2(c);
 - (e) periodically review and, at the discretion of the Waikato River Authority, recommend to the Crown, Raukawa and the other appointers amendments to the vision and strategy;
 - (f) request call-ins under the Resource Management Act 1991;
 - (g) maintain a register of accredited commissioners; and
 - (h) appoint accredited commissioners to sit on boards of inquiry and hearings committees when required to do so in accordance with clauses 6.6.4 and 6.6.6;
- 6.4.3 for the purposes of carrying out its functions the Waikato River Authority has:
- (a) full capacity to carry on or undertake any activity, do any act, or enter into any transaction; and
 - (b) for the purposes of clause 6.4.3(a), full rights, powers, and privileges.
- 6.5 The Raukawa co-management legislation will provide that clause 6.4.3 applies subject to the provisions of the Raukawa co-management legislation, any other enactment, and the general law.

RESOURCE CONSENT DECISION MAKING

- 6.6 The Raukawa co-management legislation will provide that:
- 6.6.1 clauses 6.6.2 to 6.6.8 apply only to applications to the Waikato Regional Council for resource consent:
 - (a) to take, use, dam or divert water in the Waikato River;
 - (b) for a point source discharge to the Waikato River; and
 - (c) for any activity listed in section 13 of the Resource Management Act 1991 in relation to the Waikato River;
 - 6.6.2 the Waikato River Authority must establish and maintain a register of persons who:
 - (a) are accredited to act as hearing commissioners to hear applications for resource consent under the Resource Management Act 1991; and
 - (b) have been appointed by:
 - (i) Raukawa; or
 - (ii) iwi who appoint members of the Waikato River Authority;
 - 6.6.3 no later than 5 business days after receiving an application for resource consent referred to in clause 6.6.1, the Waikato Regional Council must provide written notice to the Waikato River Authority and the Raukawa Settlement Trust stating that it has received that application;
 - 6.6.4 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 6.6.1, the committee to hear and make a decision on the application must comprise:
 - (a) members appointed by the Waikato Regional Council who must be accredited to act as hearing commissioners to hear applications for resource consent under the Resource Management Act 1991;
 - (b) an equal number of members appointed by the Waikato River Authority whose names are recorded on the register referred to in clause 6.6.2; and
 - (c) an independent chairperson, who is jointly appointed by the Waikato River Authority and the Waikato Regional Council, and who must be accredited to act as a hearing commissioner to hear applications for resource consent under the Resource Management Act 1991;

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- 6.6.5 before appointing members to a committee under clause 6.6.4, the Waikato River Authority and the Waikato Regional Council will discuss the proposed appointees with a view to ensuring that the committee contains members with an appropriate mix of skills, expertise and experience;
- 6.6.6 if an application for resource consent is called in and referred to a board of inquiry under Part 6AA of the Resource Management Act 1991, then:
- (a) the Environmental Protection Authority (“EPA”) must as soon as practicable serve notice on the Waikato River Authority of the decision to call in the application;
 - (b) before the Minister appoints a board of inquiry under section 149J of the Resource Management Act 1991, the Minister must seek from the Waikato River Authority the names of one or two persons for appointment to the Board of Inquiry, depending on whether the board will comprise 3 or 5 appointees;
 - (c) no later than 10 business days after receiving a request under clause 6.6.6(b), the Waikato River Authority may provide to the Minister the number of names of persons whose names are on the register referred to in clause 6.6.6(b); and
 - (d) provided clause 6.6.6(c) has been complied with, the Minister must appoint to the board of inquiry:
 - (i) at least one person identified by the Waikato River Authority under clause 6.6.6(c);
 - (ii) the same number of other persons; and
 - (iii) a chairperson who must be appointed in accordance with section 149J(3)(b) of the Resource Management Act 1991;
- 6.6.7 before making appointments to a board of inquiry under clause 6.6.6, the Waikato River Authority and the Minister will discuss the proposed appointees with a view to ensuring that the board comprises appointees with an appropriate mix of skills, expertise and experience;
- 6.6.8 except as provided for in this clause 6.6, the persons appointed pursuant to clause 6.6.4 will be treated in the same manner as persons appointed under section 149J of the Resource Management Act 1991; and
- 6.6.9 to avoid doubt:
- (a) if an application for resource consent is lodged with the EPA 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 clause 6.6.4 will apply; and

- (b) where a request is made under section 100A of the Resource Management Act 1991 for the Waikato Regional Council to delegate to a commissioner or commissioners the hearing of an application for resource consent, that power of delegation cannot be exercised in relation to those members appointed by the Waikato River Authority under clause 6.6.4(b), and may only be exercised in relation to those members appointed by the Waikato Regional Council under clause 6.6.4(a).

REVIEW OF WAIKATO RIVER AUTHORITY

- 6.7 Meetings will be held five yearly for the purposes set out in clause 6.8.
- 6.8 The purposes are to:
 - 6.8.1 review the operations and outcomes of the Waikato River Authority;
 - 6.8.2 review how effectively the Waikato River Authority has achieved its purpose and functions; and
 - 6.8.3 consider what action might be taken to enable the Waikato River Authority to achieve more effectively its purpose and functions, and any other purposes or functions that the participants in the meeting may consider appropriate.
- 6.9 The first meeting is to be held on a date to be agreed by the Crown and Raukawa that is within six months of the submission of the first report by the Waikato River Authority under clause 6.4.2(d), with subsequent meetings to be held within six months of each subsequent report issued by the Waikato River Authority.
- 6.10 The proposed participants in the meetings are to be:
 - 6.10.1 one individual nominated by Raukawa;
 - 6.10.2 one individual nominated by Te Arawa River Iwi;
 - 6.10.3 one individual nominated by Waikato-Tainui;
 - 6.10.4 one individual nominated by Maniapoto;
 - 6.10.5 one individual nominated by Ngāti Tūwharetoa;
 - 6.10.6 the Prime Minister or nominee;
 - 6.10.7 the Minister of Finance or nominee;
 - 6.10.8 the Minister for the Environment or nominee;
 - 6.10.9 the Minister of Māori Affairs or nominee;

- 6.10.10 the Chairperson of the Waikato Regional Council or nominee; and
- 6.10.11 any other individuals that Raukawa and the Crown agree should attend a particular meeting.

WAIKATO RIVER CLEAN-UP TRUST

Acknowledgement

- 6.11 The Crown acknowledges the forbearance and commitment of Raukawa in affirming the health and wellbeing of the Waikato River and their leadership and generosity in supporting the establishment of the Waikato River Authority and the Waikato River Clean-up Trust.

Establishment of trust

- 6.12 The Raukawa co-management legislation will provide that:
 - 6.12.1 there will be established a trust to be known as the Waikato River Clean-up Trust on the terms set out in part 4 of the schedule;
 - 6.12.2 the object of the Waikato River Clean-up Trust will be the restoration and protection of the health and wellbeing of the Waikato River for present and future generations;
 - 6.12.3 the Waikato River Authority will be the trustee of the Waikato River Clean-Up Trust; and
 - 6.12.4 the trustee of the Waikato River Clean-up Trust, acting in that capacity, will be treated as a tax charity satisfying the requirements of section 41(5) of the Income Tax Act 2007 notwithstanding that the trustee does not register as a charitable entity under the Charities Act 2005.
- 6.13 As set out in part 4 of the schedule, the trust fund of the Waikato River Clean-up Trust will be available on a contestable basis for use in projects to achieve the object of the trust that are:
 - 6.13.1 proposed by any applicants including Raukawa, Te Arawa River iwi, Waikato-Tainui, Maniapoto, Ngāti Tūwharetoa, 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
 - 6.13.2 considered by the trustee under a process devised by the trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
 - 6.13.3 approved by the trustee after due consideration.
- 6.14 The Crown will settle on the trustee of the Waikato River Clean-up Trust for the purposes of that trust:

- 6.14.1 the sum of \$21,000,000, on the date which is 20 business days after the date on which the Waikato River Clean-up Trust is established; and
- 6.14.2 further sums of \$7,000,000 on each anniversary of that date up to and including the 27th anniversary of that date.
- 6.15 Upon receipt of the scoping study undertaken under clause 6.17, the Crown will consider whether any further contributions to the Waikato River Clean-up Trust should be made.
- 6.16 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.

Scoping study for clean-up fund

- 6.17 The Crown has commissioned and is funding an independent scoping study to:
 - 6.17.1 identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and
 - 6.17.2 provide useful background information for the operation of the Waikato River Clean-up Trust.
- 6.18 The Guardians establishment committee is acting as a governance group for the scoping study pursuant to its terms of reference.
- 6.19 The Crown will complete the scoping study referred to in clause 6.17 within 6 months of the date of this deed.
- 6.20 If, before the scoping study is completed, the Guardians establishment committee is replaced by any other committee or entity then the replacement committee or entity will act as the governance group for the scoping study.

Raukawa involvement

- 6.21 The parties agree that Raukawa have provided their views to the Crown on rehabilitation projects and initiatives in relation to the Waikato River. If those projects and initiatives are not prioritised in the scoping study described in clause 6.17, the Crown will ensure that those projects are independently costed using the same costing methodology applied in that scoping study. The costing will identify the range of costs to complete the project and is not intended to be a cost-benefit analysis of the impact to the community or environment.
- 6.22 Following receipt by the Crown of the scoping study and any independent costings of Raukawa projects received under clause 6.21:
 - 6.22.1 the Crown will consider the size of the fund available to the Waikato River Clean-up Trust; and

- 6.22.2 if the scoping study or independent costings received under clause 6.21 identify that additional funds are required beyond that already contributed to the Waikato River Clean-up Trust because of those projects and initiatives referred to in clause 6.21, the Crown will meet with Raukawa and discuss with them the possible provision of additional funds, before deciding whether any additional funds will be provided and, if so, whether those funds will be provided directly to Raukawa or to the Waikato River Clean-up Trust to be applied to those projects and initiatives.

MINISTER TO TABLE REPORTS

- 6.23 The Raukawa co-management legislation will provide that the Minister for the Environment must table in Parliament each annual report the Minister receives from the Waikato River Authority within one month of receiving the report.

REFERENCES TO WAIKATO RIVER

- 6.24 In this part 6:
- 6.24.1 “**Waikato River**” means the Waikato River from Te Waiheke o Huka to Te Pūaha o Waikato, and includes the Waipā River from its junction with the Pūniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked “A” and “B” on the SO plan.
- 6.24.2 “**catchments**” means the areas marked “A” and “B” on the SO plan.

7 CO-MANAGEMENT ARRANGEMENTS

CO-MANAGEMENT

- 7.1 The governance arrangements 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:
- 7.1.1 implement co-management;
 - 7.1.2 recognise and provide for the kawa, tikanga, mana whakahaere and kaitiakitanga of Raukawa within their rohe;
 - 7.1.3 promote the restoration and protection of the quality, health and wellbeing of the Waikato River for present and future generations;
 - 7.1.4 acknowledge and enhance the importance of relationships within the Upper Waikato River communities; and
 - 7.1.5 reflect a range of legislative instruments, including those specific provisions of the Local Government Act 2002 designed to enhance the inclusion of Māori in local government processes.

STRUCTURE OF THIS PART

- 7.2 The principle of co-management is recognised and expressed in this part through:
- 7.2.1 joint management agreements between Raukawa and relevant local authorities;
 - 7.2.2 an Upper Waikato River integrated management plan;
 - 7.2.3 the Raukawa environmental management plan;
 - 7.2.4 provision for the issuing of regulations under the Raukawa co-management legislation; and
 - 7.2.5 the other matters specified in this part.

JOINT MANAGEMENT AGREEMENTS

- 7.3 The Raukawa co-management legislation will provide that:

Obligation to enter joint management agreement

- 7.3.1 a joint management agreement will be in force between each of the local authorities referred to in clause 7.3.5 and the Raukawa Settlement Trust no later than 18 months after the effective date, unless the parties agree in writing to extend that period; and
- 7.3.2 each joint management agreement will be generally in the form set out in part 5 of the schedule

("joint management agreement");

Scope of joint management agreement

- 7.3.3 a joint management agreement:
- (a) may only include matters relating to the Waikato River and activities within its catchment affecting the Waikato River; unless
 - (b) the matters set out in parts 5 and 6 of this deed are applied to the Waipā River, in which case this agreement may also include matters relating to the Raukawa interests in the Waipā catchment; and
 - (c) must cover the matters referred to in clause 7.3.4; and
 - (d) may cover matters in addition to the matters referred to in clause 7.3.4 which are agreed in accordance with clauses 7.3.45 and 7.3.46;
- 7.3.4 the joint management agreement will provide for the local authority and the Raukawa Settlement Trust 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 clause 7.3.7 and 7.3.8;
 - (b) preparation, review or change of a Resource Management Act planning document in accordance with clauses 7.3.10 and 7.3.11; 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 clause 7.3.15 to 7.3.19;
- 7.3.5 clause 7.3.1 applies to the Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, area "B" on the SO plan, but does not include the Auckland Council;

Principles for development and operation of joint management agreements

- 7.3.6 the local authority and the Raukawa Settlement Trust 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 protect the health and wellbeing of the Waikato River for present and future generations;
- (b) respecting the mana whakahaere rights and responsibilities of Raukawa;
- (c) promoting the principle of co-management as referred to in clause 1.35;
- (d) reflecting a shared commitment to:
 - (vi) work together in good faith and a spirit of co-operation;
 - (vii) open, honest and transparent communication; and
 - (viii) 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

7.3.7 clause 7.3.8 applies in relation to monitoring and enforcement relating to the Waikato River and activities within its catchment affecting the Waikato River;

7.3.8 the section of the joint management agreement in relation to monitoring and enforcement will provide for the relevant local authority and the Raukawa Settlement Trust 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
 - (iii) discuss the opportunities for the participation of Raukawa 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) whether to review 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 the Raukawa Settlement Trust on the enforcement action taken by the local authority;
- (d) discuss and agree the role of the Raukawa Settlement Trust 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 the Raukawa Settlement Trust to participate in enforcement action under the Resource Management Act 1991;

7.3.9 that section of the joint management agreement will also provide how the Raukawa Settlement Trust and the local authority will bear the costs of carrying out the matters provided for in clause 7.3.8,

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

7.3.10 clause 7.3.11 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;

7.3.11 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 the Raukawa Settlement Trust will convene a joint working party to discuss and recommend to the local authority:
 - (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 the Raukawa Settlement Trust will jointly participate in the 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 the Raukawa Settlement Trust will jointly participate in the making of 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 the Raukawa Settlement Trust will discuss the potential for the Raukawa Settlement Trust 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;
- 7.3.12 to avoid doubt, clause 7.3.11 also applies to a variation to a proposed policy statement or proposed plan;
- 7.3.13 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 how the Raukawa Settlement Trust and the local authority will bear the costs of participating in a joint working party under clause 7.3.11;
- 7.3.14 that section will also provide for a mechanism for the Raukawa Settlement Trust to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991;

Resource consent process

- 7.3.15 clauses 7.3.16 and 7.3.17 apply in relation to applications for resource consents for the activities specified in clause 7.3.18;
- 7.3.16 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 the Raukawa Settlement Trust a summary of applications for resource consents received by that local authority;
 - (b) the information provided under clause 7.3.16(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 the Raukawa Settlement Trust 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; and

- (c) the local authority and the Raukawa Settlement Trust 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 an application be determined by the Environment Court rather than the 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) sections 95 to 95F (notification of applications for resource consent); and
 - (vii) sections 127 and 128 (change, cancellation or review of consent conditions); and

7.3.17 to avoid doubt, the criteria developed and agreed under clause 7.3.16(c):

- (a) are 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;

7.3.18 clauses 7.3.16 and 7.3.17 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 Waikato River;
 - (ii) discharge any contaminant or water into the Waikato 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 Waikato 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 Waikato River;
- (v) excavate, drill, tunnel, or otherwise disturb the bed or banks of the Waikato 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 Waikato River;
- (vii) deposit any substance in, on, or under the bed or banks of the Waikato River;
- (viii) reclaim or drain the bed of the Waikato River;
- (ix) enter onto or pass across the bed of the Waikato 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 Waikato 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 Waikato River;
- (xii) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the Waikato River;
- (xiii) dump any waste or other matter from any ship or aircraft in that part of the Waikato River within the coastal marine area;
- (xiv) dump any ship or aircraft in that part of the Waikato River within the coastal marine area;
- (xv) occupy any land that forms part of the Waikato River within the coastal marine area;
- (xvi) remove any sand, shingle, shell or other natural material from the bed or banks of that part of the Waikato River within the coastal marine area;
- (xvii) occupy any part of the Waikato River within the coastal marine area for the purpose of an aquaculture activity;
- (xviii) the use of or activities on the surface of the water in that part of the Waikato River within the coastal marine area; 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 Waikato River;

7.3.19 the section of the joint management agreement relating to the resource consent process will also provide how the Raukawa Settlement Trust and the local authority will bear the costs of carrying out the matters provided for in clause 7.3.16;

Process for finalising joint management agreement

7.3.20 within 10 business days of the effective date the Raukawa Settlement Trust and each local authority will convene a joint committee to commence the process for finalising the joint management agreement;

7.3.21 the Raukawa Settlement Trust and the local authority will work together in a positive and constructive manner to finalise the joint management agreement within the timeframe specified in clause 7.3.1, having particular regard to the principles set out in clause 7.3.6;

7.3.22 the Raukawa Settlement Trust and the local authority may resort to any facilitation, mediation or other process considered by the parties to be appropriate in the process of finalising the joint management agreement;

7.3.23 no later than 14 months after the effective date, the Raukawa Settlement Trust and the local authority will give notice in writing to the Minister for the Environment and the Raukawa Settlement Trust:

- (a) confirming that all matters relating to the joint management agreement have been agreed; 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 7.3.1 to extend the date by which a joint management agreement will be in force;

7.3.24 where notice is given under clause 7.3.23(a), that notice must also specify the date upon which the joint management agreement is to come into force;

7.3.25 where notice is given under clause 7.3.23(b):

- (a) the Minister and the Raukawa Settlement Trust will forward that notice to the Waikato River Authority;
- (b) within 2 months of receiving the notice under clause 7.3.25(a), the Waikato River Authority will consult with local authorities and the Raukawa Settlement Trust and then:

- (i) make a written recommendation to the Minister for the Environment and the Raukawa Settlement Trust on how some or all of the issues in dispute should be determined, having particular regard to the principles set out in clause 7.3.6; or
- (ii) if the members of the Waikato River Authority are unable to reach a decision on any of the issues in dispute, give written notice to the Minister for the Environment and the Raukawa Settlement Trust that the Waikato River Authority is unable to make a recommendation on how those issues in dispute should be determined, and

on receipt of a recommendation made or a notice given under this clause, the Minister for the Environment and the Raukawa Settlement Trust, in consultation with the local authority, will work together to resolve any issue in dispute;

7.3.26 the process referred to in clause 7.3.25 may continue for a period of no more than two months, unless otherwise agreed in writing by the Minister for the Environment and the Raukawa Settlement Trust;

7.3.27 where, at the expiration of the period referred to in clause 7.3.26, all matters relating to the joint management agreement have been resolved, the Raukawa Settlement Trust 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;

7.3.28 where, at the expiration of the period referred to in clause 7.3.26, there remains any issue in dispute in relation to the joint management agreement:

- (a) the Minister for the Environment will make a determination on the issue in dispute; and
- (b) on the basis of that determination, the Raukawa Settlement Trust 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;

7.3.29 in making any determination under clause 7.3.28, the Minister for the Environment:

- (a) will have particular regard to:
 - (i) the principles set out in clause 7.3.6; and
 - (ii) any recommendation made by the Waikato River Authority in accordance with clause 7.3.25(b)(i); and
- (b) may consult with the Waikato River Authority before making the determination;

- 7.3.30 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 the Raukawa Settlement Trust and the local authority;
- 7.3.31 where notice has been given under clause 7.3.23(c), not less than four months before the extended date by which a joint management agreement will be in force the Raukawa Settlement Trust and the local authority will give notice in writing to the Minister for the Environment and the Raukawa Settlement Trust:
- (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;
- 7.3.32 where notice is given under clause 7.3.31(b), the Minister for the Environment and the Raukawa Settlement Trust, in consultation with the local authority, will work together to resolve any issue in dispute and the provisions of clauses 7.3.25 to 7.3.31 will apply with any necessary modification;
- 7.3.33 the Raukawa Settlement Trust and the local authority may agree that a joint management agreement is to come into force in stages;
- 7.3.34 at the time that notice is given of the date upon which a joint management agreement is to come into force, the Raukawa Settlement Trust and the local authority must also provide a copy of that agreement to the Minister for the Environment;

Suspension of joint management agreement

- 7.3.35 the Raukawa Settlement Trust and the local authority may from time to time agree in writing to suspend, in whole or in part, the operation of the joint management agreement;
- 7.3.36 in reaching any agreement under clause 7.3.35, the parties must specify the scope and duration of any such suspension;
- 7.3.37 to avoid doubt, there is no right to terminate a joint management agreement;

Waiver of rights under joint management agreement

- 7.3.38 the Raukawa Settlement Trust may give notice in writing to the local authority from time to time that it waives any rights provided for under the joint management agreement;
- 7.3.39 in giving any notice under clause 7.3.38, the Raukawa Settlement Trust must specify the extent and duration of any such waiver;
- 7.3.40 the Raukawa Settlement Trust may at any time revoke a notice of waiver by notice in writing to the local authority;

Statutory framework for joint management agreement

- 7.3.41 nothing in sections 36B to 36E of the Resource Management Act 1991 apply to the joint management agreement;
- 7.3.42 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;
- 7.3.43 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;
- 7.3.44 a joint management agreement is enforceable between the parties to it;

Extension of joint management agreement

- 7.3.45 the Raukawa Settlement Trust and the local authority may extend the joint management agreement to cover any other functions, powers or duties as may be agreed between the parties;
- 7.3.46 in the event that the parties agree to extend the joint management agreement to cover any other functions, powers or duties:
 - (a) that extended part of the joint management agreement will be subject to clauses 7.3.33 to 7.3.34 and 7.3.47 to 7.3.51; but
 - (b) despite clause 7.3.37, 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 7.3.46(b) will affect the remaining part of the joint management agreement; and
 - (d) prior to either party exercising a right of termination under clause 7.3.46(b), the parties will work together to seek to resolve any issue in a manner consistent with the principles set out in clause 7.3.6 and the

dispute resolution process contained in the joint management agreement;

Review and amendment of joint management agreement

- 7.3.47 the Raukawa Settlement Trust and the local authority may at any time agree in writing to undertake a review of the joint management agreement;
- 7.3.48 where, as a result of a review, the Raukawa Settlement Trust and the local authority agree in writing that the joint management agreement should be amended, those parties may amend the joint management agreement without further formality;
- 7.3.49 following an amendment to the joint management agreement, the Raukawa Settlement Trust 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

- 7.3.50 to avoid doubt, the provisions in this clause 7.3 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 the Raukawa Settlement Trust under the Resource Management Act 1991, or engaging in any other co-management arrangement with the Raukawa Settlement Trust under any legislation; and

Exercise of powers in certain circumstances

- 7.3.51 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 but must forthwith notify the Raukawa Settlement Trust of that exercise of the power.

LOCAL GOVERNMENT ACT 2002

- 7.4 Following the signing of this deed, the Crown will facilitate a discussion between the Raukawa Settlement Trust and relevant local authorities on:
- 7.4.1 whether joint working parties could be established in relation to the preparatory stages of long term council community plans and annual plans under the Local Government Act 2002; and

- 7.4.2 identifying opportunities for the Raukawa Settlement Trust to contribute to local authority decision-making processes in accordance with section 14(1)(d) and section 81 of the Local Government Act 2002.

UPPER WAIKATO RIVER INTEGRATED MANAGEMENT PLAN

- 7.5 The Raukawa co-management legislation will provide that:

- 7.5.1 an Upper Waikato River integrated management plan is to be prepared and approved for the Upper Waikato River within 3 years of the effective date;

Purpose of the integrated management plan

- 7.5.2 the purpose of the Upper Waikato River integrated management plan is to achieve an integrated approach between Raukawa, the Te Arawa River Iwi, relevant Crown agencies and relevant local authorities to the management of aquatic life, habitats and natural resources within the Upper Waikato River consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations;

Components of the integrated management plan

- 7.5.3 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 the 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 Raukawa, the Te Arawa River Iwi and any appropriate agency, including territorial authorities, responsible for administering or exercising functions, power and duties under any legislation that affects the Upper Waikato River and activities in its catchment that affect the Waikato River (**other component**);

Process for development and approval of the integrated management plan

- 7.5.4 the Upper Waikato River integrated management plan will be developed together by the Te Arawa River Iwi, Raukawa, 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;

- 7.5.5 the Upper Waikato River integrated management plan will be approved as one whole plan in the following manner:
- (a) the conservation component will be approved jointly by the Te Arawa River Iwi, Raukawa and the Minister of Conservation;
 - (b) the fisheries component will be approved jointly by the Te Arawa River Iwi, Raukawa and the Minister of Fisheries;
 - (c) the regional council component will be approved jointly by the Te Arawa River Iwi, Raukawa and the Waikato Regional Council; and
 - (d) any other component will be approved jointly by the Te Arawa River Iwi Raukawa and any other appropriate agency;
- 7.5.6 despite clause 7.5.5, if the Te Arawa River Iwi, Raukawa and a relevant agency have not been able to agree a component of the Upper Waikato River integrated management plan, the Te Arawa River Iwi, Raukawa and the other relevant agencies may prepare, notify or approve any components in respect of which agreement has been reached;
- 7.5.7 the Upper Waikato 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;
- 7.5.8 any review of or amendment to the Upper Waikato River integrated management plan may be initiated by agreement between the Te Arawa River Iwi, Raukawa and the relevant agency;

Effect of the Upper Waikato River integrated management plan

- 7.5.9 the effect of the Upper Waikato River integrated management plan is as follows:
- (a) the conservation component of the Upper Waikato 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 Waikato 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 Waikato River integrated management plan; and

- (d) any other component of the Upper Waikato River integrated management plan will have the effect agreed between the Te Arawa River Iwi, Raukawa and the relevant agency.

ENVIRONMENTAL MANAGEMENT PLAN

7.6 The Raukawa co-management legislation will provide that:

Raukawa environmental management plan

- 7.6.1 the Raukawa Settlement Trust may prepare and serve a Raukawa environmental management plan on a local authority, the Director-General of Conservation, the Chief Executive of the Ministry of Fisheries, or any other relevant agency;
- 7.6.2 the Raukawa environmental management plan:
 - (a) will be prepared by Raukawa ;
 - (b) may be reviewed and amended from time to time by Raukawa; and
 - (c) will be available to the public for inspection at the offices of the Raukawa Settlement Trust and the relevant agencies, including local authorities;

Effect of the environmental management plan

- 7.6.3 where a local authority is preparing, reviewing or changing a Resource Management Act planning document, that local authority must treat and recognise the Raukawa 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;
- 7.6.4 a consent authority must have regard to the Raukawa 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;
- 7.6.5 any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will recognise and provide for the Raukawa environmental management plan to the extent their contents relate to those functions, powers and duties; and
- 7.6.6 any person exercising functions, powers or duties under the conservation legislation will have particular regard to the Raukawa environmental management plan to the extent its contents relate to those functions, powers and duties.

REGULATIONS

- 7.7 The Raukawa co-management legislation will provide:
- 7.7.1 that within 24 months of the effective date, regulations will be made for the Upper Waikato River in relation to the management of fisheries subject to the Fisheries Act 1996, including:
- (a) provision for Raukawa to manage customary fishing on the Upper Waikato River through the issuing of customary fishing authorisations;
 - (b) provision for Raukawa to recommend to the Minister of Fisheries the making of bylaws restricting or prohibiting fishing on the Upper Waikato River; and
 - (c) provision that the Minister of Fisheries will make the bylaws recommended by Raukawa under clause 7.7.1(b), unless the Minister of Fisheries considers that an undue adverse effect on fishing would result if the proposed bylaws were made; and
- 7.7.2 for the power to make regulations for the Upper Waikato River 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 health and wellbeing of the Waikato River for present and future generations.

EXEMPTION FOR CUSTOMARY ACTIVITIES

- 7.8 Following the date of this deed, the Crown will facilitate an ongoing discussion between Raukawa and relevant local authorities and agencies, 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.
- 7.9 The Raukawa co-management legislation will provide that the joint management agreement between the Raukawa Settlement Trust and each relevant local authority provided for in clause 7.3.5 will include a process for the parties to explore:
- 7.9.1 whether customary activities could be carried out by Raukawa on the Waikato River without the need for a statutory authorisation from the local authority; and
- 7.9.2 in particular, whether customary activities could be provided for as permitted activities in relevant regional plans or district plans.

PUBLIC AUTHORITIES

- 7.10 The Raukawa co-management legislation will provide that the Waikato River Authority and the Raukawa Settlement Trust are:

- 7.10.1 public authorities for the purposes of the Resource Management Act 1991; and
- 7.10.2 public bodies for the purposes of clause 30 of schedule 7 of the Local Government Act 2002.

REFERENCES TO THE WAIKATO RIVER

7.11 In this part 7:

- 7.11.1 “**Waikato River**” means the Waikato River from Te Waiheke o Huka to Te Pūaha o Waikato, and includes the Waipā River from its junction with the Pūniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the area marked “B” on the SO plan; and
- 7.11.2 “**catchment**” means the area marked “B” on the SO plan.

8 RELATIONSHIP BETWEEN RAUKAWA AND THE CROWN

ACCORDS

Acknowledgments

8.1 The parties acknowledge that:

8.1.1 Raukawa wish to agree accords with a range of Ministers and other persons with responsibilities in relation to the Waikato River and activities in its catchment that affect the River;

8.1.2 there has not been sufficient time to reach agreement on the list of Ministers and other persons or the subject matter of these accords;

8.1.3 this part sets out:

(a) that an overarching accord between Raukawa and the Crown ("Raukawa-Crown accord") will be developed and entered into;

(b) the Ministers and other persons with whom other accords will be developed;

(c) some of the matters that those accords will address; and

(d) the process for developing the accords; and

8.1.4 in addition to the Ministers and other persons listed at clause 8.4, the parties will use their best endeavours to reach agreement on a list of any other Ministers and other persons that will enter into accords with Raukawa, and to enter into those accords, before the effective date.

Raukawa-Crown accord

8.2 The purpose of the Raukawa-Crown accord will be to:

8.2.1 enhance and sustain the on-going relationship between Raukawa and the Crown;

8.2.2 oversee and protect the integrity of the agreements set out in this deed, and of the Raukawa co-management legislation;

8.2.3 recognise, provide for and sustain the special relationship, which is recognised through the statement of significance, that Raukawa has with the Waikato River;

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

- 8.2.4 affirm the parties' commitment to entering a new era of co-management over the Waikato River for the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations;
 - 8.2.5 provide for integrated management and mana whakahaere as appropriate; and
 - 8.2.6 reflect a unity of commitment to respect and care for the Waikato River.
- 8.3 Raukawa records that Raukawa's preference is that the Raukawa-Crown accord is signed on behalf of the Crown by the Prime Minister but acknowledges that it may not be possible for that to happen, and in such case, will agree with the Crown the alternative Crown representative.

Other accords

- 8.4 Raukawa and the Crown will enter into further accords with the Ministers and persons listed below:
- 8.4.1 the Minister of Fisheries (and the chief executive of the Ministry of Fisheries);
 - 8.4.2 the Minister of Conservation (and the Director-General of Conservation);
 - 8.4.3 the Minister for the Environment, the accord with whom will include provision for how Raukawa may engage with the Minister for the Environment in respect of powers that the Minister exercises under the Resource Management Act 1991;
 - 8.4.4 the Minister for Land Information;
 - 8.4.5 the Minister for Arts, Culture and Heritage;
 - 8.4.6 the Minister of Local Government;
 - 8.4.7 the Minister of Agriculture;
 - 8.4.8 the Minister of Biosecurity;
 - 8.4.9 the Minister of Energy; and
 - 8.4.10 the Commissioner of Crown Lands.
- 8.5 These accords, once agreed, will be added as schedules to the Raukawa-Crown accord.

Process

- 8.6 As soon as possible after the date of this deed, the Crown will actively engage with Raukawa to ensure that the accords are entered into as expeditiously as possible, and no later than the effective date, unless agreed otherwise by Raukawa and the Crown.
- 8.7 In agreeing the accords, the parties will have regard to the following:
- 8.7.1 the parties have agreed that these accords will be developed and entered into regarding issues that affect the Waikato River and its health and wellbeing for present and future generations, and the accords will reflect the intention of the deed to achieve co-management;
 - 8.7.2 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;
 - 8.7.3 the Crown's agreement to engage with all River iwi when developing policies or laws impacting on the Waikato River, or affecting use rights in relation to the Waikato River (including in relation to water) to ensure such policies and laws are implemented in accordance with the requirements of co-management;
 - 8.7.4 the accords are to provide a commitment of intent and an agreed framework of actions between the relevant Ministers and/or other persons, and Raukawa in order to achieve and implement the agreements reached in the deed; and
 - 8.7.5 the accords will contain provisions requiring co-ordination between Ministers where issues are raised by Raukawa that relate to more than one Ministry or that are covered by more than one accord.
- 8.8 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 and assist Raukawa to carry out other functions, including to:
- 8.8.1 be approved as a Heritage Protection Authority;
 - 8.8.2 be appointed a registered collector of ngā tāonga tūturu under the Protected Objects Act 1975;
 - 8.8.3 engage with the New Zealand Geographic Board to provide for the exercise of mana whakahaere;
 - 8.8.4 establish a memorandum of understanding with the Historic Places Trust; and
 - 8.8.5 establish a memorandum of understanding with the New Zealand Archaeological Association.

- 8.9 The Crown will also support and assist Raukawa to establish memoranda of understanding, of a similar nature to the accords provided for in this part, with the relevant local authorities and other relevant entities or agencies.

REVIEW

- 8.10 The agenda for any meeting called under part 9 will include consideration of:
- 8.10.1 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
 - 8.10.2 whether additional 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.

MINISTERIAL FORUM

- 8.11 Raukawa and the Ministers identified in clause 8.16 will co-host a forum to be held annually, until agreed otherwise, as a commitment to the implementation and support of co-management in the Upper Waikato River.
- 8.12 The forum will be held at a mutually agreed venue and time and will be based on a mutually agreed agenda.
- 8.13 The purpose of the forum will be to develop and enhance active, functional and effective relationships between the Treaty partners represented by the Raukawa Settlement Trust and the relevant Ministers. These relationships are recognised as being critical to the success of the range of other tools and mechanisms provided for within the co-management arrangements, in particular, the accords.
- 8.14 The forum will allow a regular and informed opportunity to review the implementation of co-management in the Upper Waikato River by the Crown and Raukawa to discuss relevant matters, and to plan for effective and meaningful outcomes under the co-management arrangements under this deed, and to consider any other relevant matters such as relevant law or policy reforms.
- 8.15 Representatives of Raukawa at the forum will be:
- 8.15.1 the chair of the Raukawa Settlement Trust;
 - 8.15.2 the deputy chair of the Raukawa Settlement Trust;
 - 8.15.3 other trustees of the Raukawa Settlement Trust;
 - 8.15.4 other persons nominated by the Raukawa Settlement Trust who represented Raukawa in the negotiation of this deed; and
 - 8.15.5 any other person agreed by the chair of the Raukawa Settlement Trust and the Minister for the Environment as being an appropriate attendee.

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

- 8.16 Representatives of the Crown at the forum will be the following Ministers:
- 8.16.1 the Prime Minister;
 - 8.16.2 the Minister in Charge of Treaty of Waitangi Negotiations;
 - 8.16.3 Minister for the Environment;
 - 8.16.4 Minister for Conservation;
 - 8.16.5 Minister of Local Government;
 - 8.16.6 Minister of Fisheries;
 - 8.16.7 Minister of Māori Affairs; and
 - 8.16.8 any other person that the Raukawa Settlement Trust agrees should attend a particular meeting, including any Minister whose portfolio is relevant to the matters to be discussed at the meeting (if that Minister agrees), representatives of other iwi, and Crown officials.
- 8.17 The Crown, through the Ministry of Justice, will liaise with the Raukawa Settlement Trust to develop and share accordingly the duties associated with the forum, including the preparation of papers, agendas, the provision of notices and minutes of meetings, and any other tasks required to ensure the success of the forum.

9 REVIEW

- 9.1 The Crown and Raukawa will arrange for their representatives to meet to discuss this deed.
- 9.2 The purpose of the meetings shall be to review the operations and outcomes of the co-management framework and the other measures under this deed and related legislation and to consider and agree what appropriate action might be taken so that the integrity of this deed is protected.
- 9.3 The matters to be considered as part of the review will include (but not be limited to):
- 9.3.1 the implementation of the vision and strategy;
 - 9.3.2 the effectiveness of the Waikato River Authority;
 - 9.3.3 the results of any review undertaken by the Waikato River Authority under clause 5.12 of this deed;
 - 9.3.4 the effectiveness of joint management agreements entered into under clause 7.3;
 - 9.3.5 the effectiveness of the accords;
 - 9.3.6 the effectiveness of other co-management arrangements provided for in this deed; and
 - 9.3.7 any proposed changes in matters of law or policy relating to or affecting the Waikato River, or the co-management arrangements provided for in this deed.
- 9.4 Participants in the meetings are to be:
- 9.4.1 two individuals nominated by Raukawa;
 - 9.4.2 the Prime Minister (or any Minister nominated by him or her);
 - 9.4.3 the Minister for the Environment (or another Minister nominated by him or her);
 - 9.4.4 the Minister of Finance (or another Minister nominated by him or her);
 - 9.4.5 the Chairperson of the Waikato Regional Council (or another Councillor nominated by him or her); and
 - 9.4.6 any other participants that Raukawa and the Crown agree should attend a particular meeting.

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

- 9.5 Raukawa and the Crown may agree to coordinate their meetings under this part with any other meetings being held by the Crown with other River Iwi under their own deeds.
- 9.6 The first meeting will be held within three years of the effective date on a date to be agreed by the Crown and Raukawa.
- 9.7 Following the first meeting under clause 9.6, further meetings will be held at least once every three years, on dates agreed to by the Crown and Raukawa.
- 9.8 The Crown and Raukawa 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 Raukawa confirm that the Raukawa Settlement Trust approved this deed and authorised the signatories to sign it on behalf of Raukawa by resolution on 15 December 2009.
- 10.2 The Crown confirms that it is satisfied with the authority of the Raukawa Settlement Trust to sign this deed on behalf of Raukawa.

REDRESS AGREED TO BY CABINET

- 10.3 The Crown confirms that this deed was agreed to by Cabinet on 30 November 2009.

NOMINATIONS

- 10.4 The Raukawa Settlement Trust may nominate another entity representing Raukawa to carry out functions and duties, and exercise powers under this deed and the Raukawa co-management legislation.
- 10.5 The nomination must be made by written notice from the Raukawa Settlement Trust to the Crown, local authority or other person in respect of whom the function is to be carried out, or the duty is to be performed.
- 10.6 A nomination under clause 10.5 does not release the Raukawa Settlement Trust from liability for the carrying out of the function or performance of the duty, unless otherwise agreed with the Crown.
- 10.7 The Raukawa co-management legislation will contain a provision giving effect to clauses 10.4 to 10.6 in relation to functions, duties and powers set out in legislation.

11 LEGISLATION

INTRODUCTION OF LEGISLATION

- 11.1 The Crown must propose the Raukawa co-management legislation for introduction within three months (and earlier if possible) after the date of this deed, including all matters required by this deed to be included in the Raukawa co-management legislation.
- 11.2 The Crown may comply with clause 11.1 by including in the Raukawa co-management legislation matters required by deeds entered into between the Crown and other River iwi to be included in legislation that are consistent with the matters required by parts 5, 6 and 7 of this deed to be included in legislation.

TIMING FOR THE CONSIDERATION OF THE RAUKAWA CO-MANAGEMENT LEGISLATION

- 11.3 The Crown and Raukawa acknowledge that:
- 11.3.1 as at the date of this deed, the Māori Affairs select committee is considering legislation that is intended to give effect to co-management arrangements for the Waikato River (the **other co-management legislation**);
 - 11.3.2 the Crown has entered into a deed of settlement that requires the other co-management legislation to be amended to give effect to the co-management arrangements that are consistent with the matters required by parts 5 and 6 of this deed; and
 - 11.3.3 it is the view of the Crown and Raukawa that, as far as is reasonably practicable, the Raukawa co-management legislation and the other co-management legislation should be considered by the select committee contemporaneously.
- 11.4 The Minister in whose name the other co-management legislation, the Raukawa co-management legislation or other legislation for River iwi giving effect to co-management over the Waikato River (each and together, the **relevant legislation**) is introduced must inform the select committee of the view of the Crown and Raukawa that, as far as reasonably practicable, the relevant legislation should be considered contemporaneously.

CONTENT AND COMING INTO FORCE OF THE RAUKAWA CO-MANAGEMENT LEGISLATION

- 11.5 The Raukawa co-management legislation proposed by the Crown for introduction:
- 11.5.1 may include a provision that the Raukawa co-management legislation comes into force on a date to be appointed by the Governor-General by an

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

Order in Council on the advice of the Minister of Treaty of Waitangi Negotiations; and

11.5.2 must be in a form that:

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

11.6 The Crown may procure that the Minister of Treaty of Waitangi Negotiations does not advise the Governor-General to make an Order in Council under clause 11.5.1 until the other co-management legislation comes into force.

RAUKAWA TO SUPPORT OTHER LEGISLATION

11.7 Raukawa must support the passage through Parliament of:

11.7.1 the relevant legislation, to the extent that the relevant legislation gives effect to this deed; and

11.7.2 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.

AMENDMENTS TO THE RAUKAWA CO-MANAGEMENT LEGISLATION

11.8 The Crown must not propose any amendment to the Raukawa co-management legislation unless Raukawa have notified the Crown that the proposed amendment is in a form that is satisfactory to them.

11.9 The Crown must not propose any amendment to those parts of any other legislation that give effect to parts 5 and 6 of this deed unless there is consistency between the proposed amendment and the Raukawa co-management legislation.

CROWN TO USE BEST ENDEAVOURS

11.10 If the form of the Raukawa co-management legislation proposed in accordance with clause 11.5 is prevented from being introduced, the Crown and the Raukawa Settlement Trust will use their best endeavours to ensure that the Raukawa co-management legislation can be proposed in a form that will be introduced and that contains all of the provisions that are required by this deed to be included in the Raukawa co-management legislation.

12 CO-MANAGEMENT FUNDING

INITIAL PAYMENTS

- 12.1 The Crown and Raukawa acknowledge that in accordance with clause 138 of the Agreement in relation to a Co-Management Framework for the Waikato River between the Crown, the Te Arawa River Iwi and Raukawa dated 4 September 2008, the Crown settled the amount of \$3,000,000 on the Raukawa Settlement Trust.
- 12.2 No later than three months after the date of this deed, the Crown will settle the amount of \$7,000,000 on the Raukawa Settlement Trust.

SUBSEQUENT PAYMENTS

- 12.3 On the effective date and on each of the next 20 anniversaries of the effective date the Crown will settle the amount of \$1,000,000 on the Raukawa Settlement Trust.

REVIEW

- 12.4 The annual amount settled by the Crown pursuant to clause 12.3 will be reviewed by the parties on the earlier of:
- (a) two years after the effective date; and
 - (b) the date of any review undertaken under clause 15.6 of the Waikato-Tainui River deed.
- 12.5 The purpose of the review under clause 12.4 will be to determine whether the annual amount settled by the Crown pursuant to clause 12.3 will be sufficient to allow Raukawa 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 Raukawa acknowledge that:
- 13.1.1 they have different views regarding relationships with the Waikato River (including “ownership”); and
 - 13.1.2 this deed is not intended to resolve those differences but is primarily concerned with co-management of the Waikato River to restore and protect the health and wellbeing of the Waikato River for present and future generations and to recognise the special relationship of Raukawa with the Waikato River.
- 13.2 Notwithstanding clause 13.1, the Crown will not:
- 13.2.1 establish a regime of tradable rights or tradable permits in water;
 - 13.2.2 establish or confer management or use rights of a nature and/or duration that in effect create rights of property in the waters of the Waikato River;
 - 13.2.3 develop policy or introduce any legislation which in effect amounts to the privatisation of the waters of the Waikato River,
- without first engaging with Raukawa in good faith and in accordance with the principles of the Raukawa-Crown accord set out in part 8.
- 13.3 Without derogating from the statement of differences in clause 13.1 as to “ownership” of the Waikato River, it is acknowledged that nothing in this deed affects any rights and interests including any rights that Raukawa or the Crown may have including any right arising:
- 13.3.1 according to tikanga or custom law;
 - 13.3.2 from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
 - 13.3.3 under legislation;
 - 13.3.4 at common law (including in relation to aboriginal title or customary law);
 - 13.3.5 from a fiduciary duty; or
 - 13.3.6 otherwise.
- 13.4 Except as provided in this deed, nothing in this deed:

13.4.1 is intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fisheries claims; or

13.4.2 affects any action or decision under any legislation and, in particular, under:

(a) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;

(b) the Fisheries Act 1996;

(c) the Māori Fisheries Act 2004; and

(d) the Māori Commercial Aquaculture Claims Settlement Act 2004.

RIGHTS AND INTERESTS OF OTHER CLAIMANTS

13.5 This deed is not intended to settle, or to have any effect on, any claims other claimants may have relating to the Waikato River or its catchment and nothing in this deed shall preclude the Crown from negotiating with other claimants to resolve their historical Treaty of Waitangi claims in respect of the Waikato River or its catchment.

13.6 The Crown:

13.6.1 acknowledges that other River iwi may have similar or differing views to the Raukawa and those views may be reflected in their respective settlements; and

13.6.2 agrees that it will engage with Raukawa Settlement Trust before it enters into any other agreements affecting the matters set out in this deed.

13.7 The Crown acknowledges that Ngati Koroki Kahukura is not included within the definition of Raukawa or the mandate of the Raukawa Trust Board or the Raukawa Settlement Trust and, therefore, this deed does not provide for the interests of Ngati Koroki Kahukura in relation to the Waikato River. Ngati Koroki Kahukura has a significant relationship with the Waikato River, particularly between Karapiro and Arapuni. The Crown and Raukawa acknowledge that, in relation to the Waikato River where Ngati Koroki Kahukura has interests, Ngati Koroki Kahukura should be consulted or engaged with by the Crown, local authorities and other persons in its own right and, in particular, for the purposes of the Resource Management Act 1991, Ngati Koroki Kahukura is an affected person.

13.8 Nothing in this deed or the Raukawa co-management legislation, including in the co-management arrangements arising out of this deed such as the Upper Waikato River integrated management plan or the regulations under part 7, will:

13.8.1 displace or otherwise derogate from:

(a) the tikanga of Raukawa or other River iwi; or

- (b) any agreements or arrangements between Raukawa or other River iwi and the Crown, local authorities, statutory authorities or any other person; or

13.8.2 preclude or otherwise limit the ability of the Raukawa or other River iwi to enter into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person,

although the parties acknowledge their commitment to the co-management framework including working collaboratively with each other, other River iwi, local authorities, statutory entities and other persons.

13.9 The Crown and Raukawa acknowledge that:

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

13.9.2 Raukawa have not had the opportunity to fully review the deeds resulting from those parallel negotiations prior to signing this deed.

13.10 Notwithstanding clause 13.9, the Crown will not enter into any settlement or other agreement:

13.10.1 that adversely affects the rights of Raukawa under this deed; or

13.10.2 is, in respect of co-management aspects, on terms more favourable to any party than those set out in this deed.

13.11 The Crown and Raukawa further acknowledge and agree that:

13.11.1 Raukawa have interests in the Waipa River catchment (predominantly in the Wharepuhunga block);

13.11.2 the Crown has been negotiating with Ngati Maniapoto as to how the co-management framework in this deed may apply to the Waipa River and its catchment; and

13.11.3 if the co-management framework in this deed is extended to cover the entire Waipa River and catchment as a result of the negotiations referred to in clause 13.11.2, the Crown and Raukawa will meet and discuss whether any amendments are required to this deed as a result.

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

- (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 Raukawa, 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; or

14.4.2 if a Recipient is a charitable trust or other charitable Recipient the payments, properties, interests, rights, or assets the Recipient receives or derives from the Crown under this deed, the Raukawa co-management legislation are received or derived other than exclusively for charitable purposes; or

14.4.3 the Recipient derives or receives amounts other than as exempt income for income tax purposes; or

14.4.4 gift duty is imposed on any payment to, or transaction with, the Recipients under this deed or the Raukawa co-management 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.

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.

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 14.11 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); or

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

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; and
 - 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
 - (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.

RAUKAWA RESPONSIBILITY

- 14.19 If this part 14 imposes an obligation on an indemnified party, Raukawa 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 IS CONDITIONAL

- 15.1 This deed is conditional on the Raukawa co-management 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 Clauses 6.15, 6.17 to 6.22, 7.4, 7.8, 8.1 to 8.9, part 11 and 12.2 of this deed are (despite clause 15.1) binding from the date of this deed.

TERMINATION OF THIS DEED

- 15.4 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

- 15.5 If this deed is terminated:

15.5.1 this deed will be at an end; and

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

except that the rights and obligations of the parties under clause 15.3 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:

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

Facsimile No: 04 473 3482

RAUKAWA AND THE RAUKAWA
SETTLEMENT TRUST:

Chairperson
Raukawa Settlement Trust
26-32 Campbell Street
(Private Bag 8)
TOKOROA

Facsimile No: 07 885 0261

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.

AMENDMENT

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

ENTIRE AGREEMENT

- 16.3 This deed:

16.3.1 constitutes the entire agreement between the parties in relation to the matters referred to in this deed; and

16.3.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Raukawa, 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 Waikato River Authority, 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 25 December in any year and ending with the close of 15 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 Waikato River the area marked "B" on the SO plan;

CNI settlement deed means the deed of settlement dated 25 June 2008 entered into between the Crown, the Affiliate Te Arawa Iwi/Hapū, Raukawa and other iwi and hapū with interests in the Central North Island Crown forest licensed land;

conservation component has the meaning given to it in clause 7.5.3(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 7.5.3(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;

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 5.1;

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 clause 6.22.2;

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;

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 7.5.3(d);

parties means Raukawa, the Raukawa Settlement Trust and the Crown;

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

Raukawa means:

- (a) the iwi of Raukawa, being the collective group composed of all those people who descend from Raukawa and affiliate to a Raukawa marae in the Waikato area;
- (b) every individual referred to in paragraph (a); and
- (c) includes any iwi, hapū, whānau, or group of individuals to the extent that that iwi, hapū, whānau, or group of individuals is composed of individuals referred to in paragraph (a);

Raukawa co-management legislation means the bill referred to in clause 11.1 and, where the bill has become law, means, if the context requires, the Act resulting from the passing of that bill;

Raukawa environmental management plan means the plan prepared by Raukawa under clause 7.6;

Raukawa objectives means the objectives referred to in clause 4.4, and includes any amendments to those objectives that become effective under clause 4.7;

Raukawa Settlement Trust means:

- (a) the trust created by the trust deed dated 16 June 2009; and
- (b) where the context admits:
 - (i) the board constituted by incorporation of the trustees of the trust under the Charitable Trusts Act 1957; or
 - (ii) if the trustees are not incorporated under that Act, the sole trustee or trustees for the time being of the trust in its or their capacity as trustee or trustees of the trust;

Raukawa Trust Board means the board of that name established under the Charitable Trusts Act 1957;

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 7.5.3(c);

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 the iwi who have interests in the Waikato River;

schedule means the schedule to this deed;

SO plan means the plans set out in part 7 of the schedule;

Te Arawa River Iwi means the relevant Affiliate Te Arawa Iwi/Hapū under the TPT settlement deed, being Ngati Tahu-Ngati Whaoa, Ngati Kearoa Ngati Tuara and Tuhourangi Ngati Wahiao as those terms are defined in the TPT settlement deed;

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 Waikato River means the Waikato River, being the part of that river shown within the area marked “B” on the SO plan;

Upper Waikato River integrated management plan means the plan to be prepared and approved under clause 7.5;

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 5.4.3;

Waikato River Clean-up Trust means the trust established under clause 6.12;

Waikato River Authority means the statutory body created under part 6;

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

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

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;

- 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 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 Raukawa 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 Raukawa 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;
- 17.3.20 a reference to time is to New Zealand time;
- 17.3.21 a reference to the Raukawa co-management legislation including a provision set out in this deed includes that provision with any amendment:

- (a) that is agreed in writing between Raukawa 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;

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.

SIGNED as a deed on 17 December 2009

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

Hon Christopher Finlayson

WITNESS

Name:

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:

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

SIGNED for and on behalf of
THE RAUKAWA SETTLEMENT TRUST
by the following trustees of the Raukawa Settlement Trust

George Whakatoi Rangituutia
Chair

Andrew Paul
Trustee

Kataraina Hodge
Trustee

Miriata Te Hiko
Trustee

Rangitiriata Hodge
Trustee

and **WITNESSED BY:**

Thomas Tomairangi Smith

Hori Deane
Kaumatua Kaunihera
Chair

SCHEDULE TO THE DEED

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PART 1: VISION AND STRATEGY FOR THE WAIKATO RIVER

VISION FOR THE WAIKATO RIVER

Tōku awa koiora me ōna pikonga he kura tangihia o te mātāmuri

“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 FOR THE WAIKATO RIVER

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.

SCHEDULE TO THE DEED

- 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.
- 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 mātauranga Māori and latest available scientific methods.

STRATEGIES FOR THE WAIKATO RIVER

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 mātauranga Māori and latest available scientific methods.
3. Develop targets for improving the health and wellbeing of the Waikato River by utilising mātauranga Māori 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 wāhi 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

Review of Vision and Strategy

- 1 During any review of the vision and strategy, the Waikato River Authority may:
 - 1.1 consult with such persons and organisations as the Authority considers appropriate;
 - 1.2 seek any information and commission any reports as the Authority considers appropriate; and
 - 1.3 take any other actions that the Authority considers appropriate.
- 2 If, following the review of the vision and strategy, the Waikato River Authority considers that an amendment to the vision and strategy may be appropriate, the Waikato River Authority will prepare a draft vision and strategy and will follow the process in clauses 3 to 17 below.

Preparation of Draft Vision and Strategy

- 3 During the preparation of a draft vision and strategy, the Waikato River Authority will consult with:
 - 3.1 the Minister for the Environment, Minister of Conservation and Minister of Fisheries, and relevant government departments;
 - 3.2 relevant iwi authorities; and
 - 3.3 relevant local authorities.
- 4 During the preparation of a draft vision and strategy:
 - 4.1 the Waikato River Authority may consult with any other person or organisation; and
 - 4.2 may seek any information, commission any reports or take any other action considered appropriate by the Authority.

Public Notice of Draft Vision and Strategy

- 5 Once the draft vision and strategy has been prepared, the Authority will give public notice of the draft vision and strategy and call for public submissions.
- 6 The public notice under clause 5 will be by notice in a daily newspaper or newspapers circulating in the Waikato region, and by any other method that the Authority considers appropriate.

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- 7 The Authority will ensure that the draft vision and strategy is available for public inspection at appropriate locations to facilitate public participation in the development of the vision and strategy.
- 8 The public notice identified in clause 5 must:
- 8.1 state that the draft vision and strategy is available for inspection at the places and times specified in the notice; and
- 8.2 call upon interested persons or organisations to lodge with the Waikato River Authority submissions on the draft vision and strategy, 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 public notice.
- 9 The Authority will also give notice in writing, including a copy of the draft vision and strategy, to the persons or organisations who provided comment under clauses 3 and 4, inviting those persons or organisations to provide a written submission to the Authority on the draft vision and strategy before the date specified in the public notice.
- 10 Any person or organisation may make a written submission on the draft vision and strategy at the place and before the date specified in the public notice or notice given under clause 9.
- 11 A submission must include a statement as to whether the person or organisation wishes to be heard in support of that submission.

Hearing of Submissions

- 12 The Waikato River Authority will give every person or organisation who or which, in making any submission on the draft vision and strategy, asked to be heard in support of any submission a reasonable opportunity of appearing before the Authority.
- 13 The Authority must give notice in writing of not less than 10 business days to any person or organisation that has asked to be heard in support of a submission, and such notice must specify the dates, times and places of any hearings.
- 14 In hearing submissions on the vision and strategy, the Waikato River Authority may:
- 14.1 appoint a committee to hear submissions;
- 14.2 appoint to that committee any person that the Waikato River Authority considers to be appropriately qualified to hear submissions whether or not they are a member of the Waikato River Authority;
- 14.3 request any person or organisation to provide further information or evidence in support of a submission;
- 14.4 commission reports, or take any other action considered appropriate by the Waikato River Authority in relation to the hearing of submissions; and
- 14.5 otherwise regulate its procedures as it sees fit.

Decision on Vision and Strategy

- 15 Once the Waikato River Authority has completed the hearing and consideration of submissions, the Waikato River Authority will either:
 - 15.1 notify the Crown and other appointers to the Waikato River Authority that it does not intend to make a recommendation that the vision and strategy be amended; or
 - 15.2 recommend to the Crown and other appointers to the Waikato River Authority that the vision and strategy be amended, and such a recommendation must set out in full the amended vision and strategy.
- 16 The Waikato River Authority may only make a recommendation that the vision and strategy be amended if such an amendment would be consistent with the overarching purpose of this deed, being the restoration and protection of the health and wellbeing of the Waikato River for present and future generations.
- 17 In making a decision under clause 15, the Waikato River Authority must:
 - 17.1 seek to identify all reasonably practicable options for the achievement of the overarching purpose of the deed to restore and protect the health and wellbeing of the Waikato River for present and future generations;
 - 17.2 assess those options by considering (including where practicable a quantification of the benefits and costs of each option):
 - (a) the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural well-being of the communities associated with the Waikato River; and
 - (b) the extent to which the vision and strategy would be promoted or achieved in an integrated and efficient manner by each option.
- 18 The Waikato River Authority must include in the notification or recommendation under clause 15 a report summarising its assessment under clause 17.

PART 3: WAIKATO RIVER AUTHORITY

Legal status

- 1 The Raukawa co-management legislation will provide that:
 - 1.1 the Waikato River Authority 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 Waikato River Authority is to act to achieve the purpose of the Waikato River Authority.

Membership

- 2 The Raukawa co-management legislation will provide that:

Composition of membership

 - 2.1 the Waikato River Authority consists of 10 members being:
 - 2.1.1 1 member appointed by the Waikato Raupatu River Trust;
 - 2.1.2 1 member appointed by the trustees of the Te Arawa River Iwi Trust;
 - 2.1.3 1 member appointed by the Tūwharetoa Māori Trust Board;
 - 2.1.4 1 member appointed by the Raukawa Settlement Trust;
 - 2.1.5 1 member appointed by the Maniapoto Māori Trust Board;
 - 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 Māori 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 Māori 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 Māori Affairs;
 - 2.2 in appointing members to the Waikato River Authority under clause 2.1.8, the appointing Minister:
 - 2.2.1 may seek recommendations from persons whom the Minister considers appropriate;

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

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- 2.2.2 must have regard to the members already appointed to the Waikato River Authority to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Waikato River; and
- 2.2.3 must ensure at least 2 members are ordinarily resident in the Waikato Region;
- 2.3 in recommending a person for appointment as a member of the Waikato River Authority a local authority must be satisfied that the person has the skills, knowledge or experience to:
 - 2.3.1 participate effectively in the governance of the Waikato River Authority and the management of its functions; and
 - 2.3.2 to contribute to the achievement of the overarching purpose of the deed to restore and protect the health and wellbeing of the Waikato River for present and future generations;
- 2.4 the decision of a local authority to recommend a person for appointment as a member of the Waikato River Authority:
 - 2.4.1 does not require the local authority to undertake consultation; and
 - 2.4.2 does not have the effect of making the Waikato River Authority a council organisation or a council-controlled organisation;
- 2.5 if the Waikato Regional Council fails or omits to make a recommendation under clause 2.1.6 the appointing Minister 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 in the governance of the Waikato River Authority and the management of its functions; and
 - (b) contribute to the achievement of the overarching purpose of this deed to restore and protect the health and wellbeing of the Waikato River for present and future generations;
- 2.6 if the territorial authorities referred to in clause 2.1.7 fail or omit to make a recommendation under clause 2.1.7, the appointing Minister may appoint a member who, in the opinion of the Minister:
 - 2.6.1 has a sound knowledge of local communities associated with the Waikato River and its catchments; and
 - 2.6.2 has the skills, knowledge or experience to:
 - (a) participate effectively in the governance of the Waikato River Authority and the management of its functions; and

SCHEDULE TO THE DEED

- (b) contribute to the achievement of the overarching purpose of the deed to restore and protect the health and wellbeing of the Waikato River for present and 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 Waikato River Authority;
- 2.8 a notice given under clause 2.7 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 Waikato River Authority 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 Waikato River Authority by the appointer of the member giving a written or electronic notice to:
 - 2.12.1 the other appointers; and
 - 2.12.2 the Waikato River Authority;
- 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 2.12 only if the appointer is satisfied that the member:
 - 2.14.1 is unable to perform the functions of office;
 - 2.14.2 is under a legal incapacity;
 - 2.14.3 is bankrupt;

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- 2.14.4 has neglected his or her duty as a member; or
- 2.14.5 has been guilty of misconduct;
- 2.15 clause 2.16 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 and 2.19 apply if there is a vacancy in the membership of the Waikato River Authority 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 if the appointer is the Raukawa Settlement Trust and an appointment has not been made within 3 weeks, the chair of the Raukawa Settlement Trust will automatically be appointed as a successor to the member;
- 2.19 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.

Co-chairs

- 3 The Raukawa co-management legislation will provide that:
 - 3.1 two members of the Waikato River Authority are to be co-chairs;
 - 3.2 the appointers 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 Waikato River Authority; 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 Waikato River Authority;

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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 Waikato River Authority; and

3.5.2 the role and responsibilities of co-chairs of the Waikato River Authority.

Setting up meetings

4 The Raukawa co-management legislation will provide that:

4.1 the Waikato River Authority:

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 Waikato River Authority to perform its functions and exercise its powers properly;

4.2 the Waikato River Authority must meet within the first 2 months of each financial year;

4.3 at the initial meeting of each financial year, the Waikato River Authority 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;

4.4.2 once the Waikato River Authority 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 Waikato River Authority 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

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- (b) one or more other newspapers that have at least an equivalent circulation in the Waikato region; and
 - (c) any other newspapers the Authority considers appropriate;
- 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 Raukawa co-management legislation will provide that:
- 5.1 the Waikato River Authority 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 Waikato River Authority 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;
 - 5.6 the quorum for meetings is 6 members, who must include:
 - 5.6.1 at least one of the co-chairs; and
 - 5.6.2 three members appointed under clauses 2.1.1 to 2.1.5; and
 - 5.6.3 three 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 Waikato River Authority considers necessary to facilitate the efficient transaction of the meeting's business;
 - 5.10 except when the Waikato River Authority is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, meetings of the Waikato River Authority 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 Waikato River Authority:
 - (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

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- (b) to enable the Waikato River Authority 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 Waikato River Authority;
- 5.13 for the purposes of clauses 5.10 to 5.12 “public” includes bona fide members of the news media.

Decision making

- 6 The Raukawa co-management legislation will provide 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; and
 - 6.2 members must approach decision making in a manner that is consistent with, and reflects, the purpose of the Waikato River Authority.

Decisions by Minister and nominated person

- 7 The Raukawa co-management legislation will provide that:
 - 7.1 if the members of the Waikato River Authority 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 Waikato River Authority 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 Waikato River Authority of the recommended resolution;
 - 7.5 after receiving a recommendation under clause 7.4, the members of the Waikato River Authority must seek to resolve the matter;

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- 7.6 if within 20 business days of receiving a recommendation under clause 7.4 the members of the Waikato River Authority have not resolved the matter, the recommendation becomes binding and the Waikato River Authority 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 Waikato River Authority that the matter has not been resolved.

Members bound by decisions

- 8 The Raukawa co-management legislation will provide that:
- 8.1 members are bound by the decisions and recommendations made by the Waikato River Authority 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 Raukawa co-management legislation will provide 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 Waikato River Authority is invalid because of:
- 9.4.1 a vacancy in the membership of the Waikato River Authority 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 Raukawa co-management legislation will provide that:

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- 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 Waikato River Authority:
- 10.1.1 the member must declare the nature of the interest:
- (a) at a meeting of the Waikato River Authority; and
 - (b) to the co-chairs; and
 - (c) if the member is a co-chair, to the member's appointer and the other co-chair;
- 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 Waikato River Authority;
- 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

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- 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
- 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 hapū if the connection through membership of an iwi or hapū is of the same nature as other members of the iwi or hapū; or
 - (d) merely because the economic, social, cultural and spiritual values of any iwi or hapū and their relationships with the Waikato River are advanced by or reflected in:
 - i. the subject-matter under consideration;
 - ii. any decision by or recommendation of the Waikato River Authority; or
 - iii. participation in the matter by the member; and
- 10.4 members whose appointment was recommended by 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 Waikato River Authority;
- 10.4.2 bound by the provisions of the Local Government Act 2002 when acting or making decisions as a member of the Waikato River Authority; or
- 10.4.3 bound to consult with or seek direction from the local authority.

Administration

- 11 The Raukawa co-management legislation will provide that:
- 11.1 the Crown bears the reasonable operational costs of the Waikato River Authority;
- 11.2 there shall be paid to members of the Waikato River Authority, 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 Waikato River Authority;

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- 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;
- 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 Waikato River Authority;
- 11.5 a member is not liable for anything done or omitted in good faith in the performance of the functions of the Waikato River Authority or the exercise of its powers.

Reporting and audit

- 12 The Raukawa co-management legislation will provide that:
 - 12.1 no later than 4 months after the end of each financial year, the Waikato River Authority must provide a report to the 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 Waikato River Authority that occurred during that year;
 - 12.2.2 details of any advice and recommendations made by the Waikato River Authority during that year;
 - 12.2.3 the outcomes achieved by the Waikato River Authority during that year;
 - 12.2.4 the results of monitoring carried out by the Waikato River Authority during the year;
 - 12.2.5 any other activities undertaken by the Waikato River Authority during that year;
 - 12.2.6 the annual financial statements of the Waikato River Authority for that year;
 - 12.2.7 for each member, the total value of fees, allowances, reimbursements or other benefits paid or payable to the member during that year;
 - 12.2.8 the Auditor-General's audit report for that year; and
 - 12.2.9 any other information that is necessary to enable an informed assessment to be made of the operations and performance of the Waikato River Authority for that year;
 - 12.3 the Waikato River Authority must publish every report;
 - 12.4 no later than 6 months after the end of each financial year, the Waikato River Authority 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;

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- 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 meetings must include the annual reports and any other information that the Waikato River Authority considers the appointers may require to assess the activities of the Authority during the year in question; and
- 12.7 the Waikato River Authority 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 Raukawa co-management legislation will provide 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 Waikato River Authority, 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 Waikato River Authority 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 Waikato River Authority may prescribe, obtain from the Waikato River Authority 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 Waikato River Authority 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
 - 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 Waikato River Authority.

First steps

- 14 The Raukawa co-management legislation will provide that:
 - 14.1 the terms of membership of the initial members are as follows:

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- 14.1.1 for the purposes of clauses 2.1.4 and 2.1.5, the initial members are appointed for terms of three years;
- 14.1.2 for the purposes of clauses 2.1.2, and 2.1.3, the initial members are appointed for terms of two years;
- 14.1.3 for the purposes of clause 2.1.1, 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 Waikato River Authority 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 2.1.1; and
 - 14.3.2 one of the members appointed under clause 2.1.8; and
- 14.4 despite clause 3.4.1, for 5 years following the commencement date the member appointed under clause 2.1.1 will be the designated co-chair under clause 3.3.

PART 4: TERMS OF WAIKATO RIVER CLEAN-UP TRUST

1 INTERPRETATION

1.1 In this part, unless the context require otherwise-

Conflict Transaction has the meaning given to it in clause 13.1.

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.

Objects means the objects 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) Ngāti Tūwharetoa.

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

Scoping Study means the independent scoping study commissioned and funded by the Crown under the 2008 deed 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.

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

SCHEDULE TO THE DEED

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 Waikato River Authority.

Vision and Strategy means the vision and strategy as set out in part 1 of this schedule; and includes an amendment to the vision and strategy that becomes effective under clause 5.4.3.

Waikato River means the Waikato River from Te Waiheke Huka to Te Pūaha o Waikato, and includes the Waipā River from its junction with the Pūniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked "A" and "B" on SO Plan 409144.

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 OBJECTS 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 Objects are to be interpreted having adequate regard to:

(a) the Vision and Strategy; and

(b) the Scoping Study.

4 APPLICATION OF INCOME

4.1 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 such of the Objects as the Trustee determines.

5 APPLICATION OF CAPITAL

5.1 The Trustee may at any time pay or apply all or any of the capital of the Trust to promote or advance such of the Objects 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.

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

SCHEDULE TO THE DEED

- 6.2 Funding will be available on a contestable basis for use in projects to achieve the object of the trust that are:
- 6.2.1 proposed by any applicants (including Waikato-Tainui, Maniapoto, Raukawa, Te Arawa , Ngāti Tūwharetoa, 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
 - 6.2.2 considered by the Trustee under a process devised by the Trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
 - 6.2.3 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 Objects; 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 mere research projects;
 - (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 mātauranga Māori or on the mauri of the Waikato River.

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- 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:
- 6.7.1 the highest level of good faith engagement; and
 - 6.7.2 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 Objects.

8 RESETTLEMENT

The Trustee has power in its discretion to settle or resettlement all or any of the capital or income or both of the Trust upon trust for the advancement or benefit of one or more of the Objects as the Trustee decides, but the settlement or resettlement-

- (a) must not breach any applicable rule against perpetuities; and
- (b) is subject to the approval of the Crown and the River iwi.

9 INVESTMENT OF TRUST FUND

- 9.1 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.
- 9.2 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 Objects.

10 POWERS AND DISCRETIONS OF TRUSTEE

- 10.1 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 Objects.
- 10.2 Without prejudice to the generality of clause 10.1, the Trustee has the powers set out in the clause 10.4 and may in its discretion exercise any one or more of those powers.
- 10.3 All powers and authorities and discretions that the Trustee has, including the powers in clause 10.4, 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.
- 10.4 The Trustee has power in accordance with clause 10.1 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;

SCHEDULE TO THE DEED

- (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;
 - (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 Objects;
- (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 10.4;
- (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 Objects;

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- (o) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and
- (p) subject to clause 12 of this part, 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.

11 BENEFITS AND ADVANTAGES

11.1 Notwithstanding anything to the contrary in part 4 of this Schedule (but subject to clause 11.2), 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; and
- (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.

11.2 Clause 11.1 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.

11.3 In this clause 11:

- (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.

12 NO PRIVATE PECUNIARY PROFIT OF ANY INDIVIDUAL AND EXCEPTIONS

12.1 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

SCHEDULE TO THE DEED

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, 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 11 and 3 of this deed are strictly observed.

13 INTERESTED MEMBERS OF TRUSTEE

13.1 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.

13.2 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.

13.3 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 13.3, his or her participation will not be counted, and neither will the member be counted in the quorum present at the meeting.

13.4 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.

SCHEDULE TO THE DEED

14 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-

- (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.

15 COSTS AND INDEMNITY

15.1 In accordance with the settlement legislation, the Crown will meet the reasonable operational costs of the Trustee.

15.2 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.

16 ACCOUNTS AND AUDIT

16.1 The Trustee must ensure that financial records are kept for the Trust.

16.2 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.

16.3 The annual accounts of the Trust must be prepared by a chartered accountant appointed by the Trustee.

16.4 The Trustee must have the annual accounts audited by the Auditor-General.

16.5 The financial records and annual accounts will be kept at the Trustee's office or at such other place as the Trustee thinks fit.

16.6 The financial records and annual accounts must always be available to be inspected by any member of the Trustee.

17 REPORTING

17.1 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.

17.2 The report must include:

SCHEDULE TO THE DEED

- 17.2.1 the accounts for the Financial Year prepared and audited under clause 16;
- 17.2.2 adequate details of the applications for funding approved by the Trustee under clause 7 during the Financial Year; and
- 17.2.3 adequate details of the reports received by the Trustee from applicants in relation to the use of the funds and results achieved.

18 BORROWING

- 18.1 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.

19 WINDING UP

- 19.1 The Trust will be wound up on the earlier of:
 - 19.1.1 the date the Trust Fund has finally been exhausted; and
 - 19.1.2 the date the Trustee determines subject to the approval of the Crown and River iwi.
- 19.2 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 Objects as the Trustee determines.

20 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

RAUKAWA SETTLEMENT TRUST

and

[LOCAL AUTHORITY]

JOINT MANAGEMENT AGREEMENT

[DATE]

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER
SCHEDULE TO THE DEED

This JOINT MANAGEMENT AGREEMENT is made between:

THE RAUKAWA SETTLEMENT TRUST (“Raukawa”)

and

[LOCAL AUTHORITY]

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 Raukawa co-management legislation].

BACKGROUND

2. On 4 September 2008, Raukawa, the Te Arawa River Iwi and the Crown signed the Agreement in Relation to a Co-Management Framework for the Waikato River (the "**Raukawa agreement**"), which was directed to deliver a new era of co-management over the Waikato River with an overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations.
3. Pursuant to agreements in the Deed of Settlement in Relation to the Waikato River with Waikato-Tainui ("**Waikato-Tainui deed**"), a committee known as the Waikato River Statutory Board Establishment Committee ("**SBEC**") was established with representatives from Waikato-Tainui and local authorities. A purpose of the SBEC was to consider functions under the Resource Management Act 1991 and Local Government Act 2002.
4. The SBEC recommended:
 - (a) the establishment of joint management agreements in relation to relevant functions under the Resource Management Act 1991; and
 - (b) an ongoing commitment exploring the potential for transfers, delegations and sharing of relevant functions under the Resource Management Act 1991 and Local Government Act 2002.
5. In 2009 the Crown conducted a review of all Waikato River co-management agreements and as a consequence Raukawa agreed to negotiate with the Crown with a view to enhancing the delivery of the outcomes under the Raukawa agreement.
6. That negotiation led to Raukawa and the Crown agreeing the Deed in Relation to a Co-Management Framework for the Waikato River on 17 December 2009 ("**co-management deed**"), which includes provisions relating to joint management agreements.
7. The [Raukawa co-management legislation] was enacted to give effect to the co-management deed.
8. This joint management agreement ("**agreement**") is entered into pursuant to the co-management deed and the [Raukawa co-management legislation].

PRINCIPLES

9. Raukawa 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 co-management deed and [Raukawa co-management legislation], including:
 - (i) the overarching purpose of the deed, being to restore and protect the health and wellbeing of the Waikato River for present and future generations;
 - (ii) the vision and strategy;
 - (iii) the integrated river management plan; and
 - (iv) the Raukawa environmental management plan;
 - (b) respect the mana whakahaere of Raukawa;
 - (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.
10. In working together under this agreement, Raukawa 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

11. [To reflect the provisions in the [Raukawa co-management legislation]]

POLICY STATEMENT AND PLANS

12. [To insert clauses to implement the provisions in the [Raukawa co-management legislation]]

RESOURCE CONSENT PROCESSES

13. [To insert clauses to implement the provisions in the [Raukawa co-management legislation]]

OTHER AGREED PROCESSES

14. [To insert clauses to reflect any agreement between Raukawa and the local authority that this agreement be extended to cover other functions].

OTHER MATTERS

15. [To insert clauses relating to:

- (a) mutual information sharing;
- (b) communication protocols; and
- (c) other agreed matters]

RESOLUTION OF ISSUES

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 Raukawa 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 Raukawa Settlement Trust and the Chief

SCHEDULE TO THE DEED

Executive 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.
21. 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

22. [to insert clauses to implement the provisions in the [Raukawa co-management legislation]]

DEFINITIONS AND INTERPRETATION

23. 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.
24. In this agreement, unless the context requires otherwise:
- (a) terms defined in the co-management deed and the [Raukawa co-management legislation] have the same meaning in this agreement;
 - (b) [to insert further definitions as required].
25. [To insert interpretation provisions consistent with the co-management deed]

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER
SCHEDULE TO THE DEED

SIGNED by the **RAUKAWA SETTLEMENT TRUST**

in the presence of:

Witness Name:

SIGNED by **THE [LOCAL AUTHORITY]**

in the presence of:

Witness Name:

PART 6: INTEGRATED MANAGEMENT PLAN

Preparation of Draft Plan

- 1 The following process will apply to the preparation of a draft of the Upper Waikato River integrated management plan:
 - 1.1 Raukawa and the relevant agencies will meet to discuss the preparation of a draft plan;
 - 1.2 Raukawa 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, Raukawa 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 Waikato region, and in any other manner that Raukawa and the relevant agencies may think appropriate.
- 4 Raukawa 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 Raukawa 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 Raukawa 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 Raukawa 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.

SCHEDULE TO THE DEED

- 8 Raukawa 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, Raukawa and the relevant agencies may approve the plan.
- 10 Raukawa 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 Waikato region, and in any other manner that Raukawa 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 Raukawa 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 Raukawa or the relevant agencies.
- 14 Despite clause 12, Raukawa 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 Raukawa and the relevant agencies consider that it does not constitute a material amendment to the plan, Raukawa 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.

PART 7: SO PLAN