

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

WAIWAIA ACCORD

27 September 2010



WAIWAIA ACCORD

THIS DEED is made between

MANIAPOTO

and

THE MANIAPOTO MAORI TRUST BOARD

and

THE SOVEREIGN in right of New Zealand



TE MANA TUKU IHO O WAIWAIA

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

Ko Waipa tetahi o nga taonga o Maniapoto whanui.

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

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

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

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

Maniapoto will again stand tall on its river

Na John Kaati enei korero



BACKGROUND

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



AGREEMENTS

Principles

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

A. RANGATIRATANGA

To Maniapoto, rangatiratanga:

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

B. KAWANATANGA

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

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

C. TREATY OF WAITANGI

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

D. TE MANA O TE WAI

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

E. NGA WAI O MANIAPOTO

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



F. TE MANA O TE WAIPA

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

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

G. TE MANA TUKU IHO O WAIWAIA

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

H. KAITIAKITANGA

Kaitiakitanga is integral to the mana of Maniapoto and requires:

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

I. CO-GOVERNANCE AND CO-MANAGEMENT

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

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

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

J. INTEGRATION

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



K. INTEGRITY

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

Relationship Forum

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



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

Accords

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



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

Information sharing

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

Facilitation

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



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

New legislation

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

Review

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

Future negotiation of historical Treaty of Waitangi claims of Maniapoto

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



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

Collateral deed

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

Binding nature of agreements

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

Variation

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

Definitions and interpretation

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



SIGNED as a deed on 27 September 2010

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

Christopher Finlayson

Hon Christopher Finlayson

WITNESS

Louise Upston

Name: *Louise Upston*

Place of Residence: *Karapiro*

Occupation: *Member of Parliament Taupo*



**THE SEAL OF THE
MANIAPOTO MAORI TRUST BOARD**
was affixed pursuant to a resolution
of the Board and in the presence of:

Tiwha Bell
Chairperson

Keith Ikin
Deputy Chairperson

Janise Eketone
Secretary

Hirere Moana
Member

Aloma Shearer
Member

John Wi
Member

Kingi Turner
Member

Miria Taurariki
Member

Robert Koroheke
Member

Daniel Te Kanawa
Member

John Kaati
Member

Weo Maag
Member

Rora Evans
Member

Ray Wi
Member

Gannin Ormsby
Member



Other signatories



Pai

Job T. Pai

*Rana Omby
Damen Soekner.*





Other signatories

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