

**HER MAJESTY THE QUEEN**

**In right of New Zealand**

**and**

**WAIKATO-TAINUI**

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**KIINGITANGA ACCORD**

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**22 August 2008**

**KIINGITANGA ACCORD**

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**KIINGITANGA ACCORD**

**THIS DEED is made between**

**HER MAJESTY THE QUEEN in right of New Zealand**

**and**

**WAIKATO-TAINUI**

## KIINGITANGA ACCORD

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### BACKGROUND

- A. The Waikato Raupatu Claims Settlement Act 1995 settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta the Tainui Maaori Trust Board and Ngaa Marae Toopu (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.
- B. The Crown, in its Apology to Waikato-Tainui as recorded in the 1995 Act, acknowledged:

“Nooreira ka kimi Te Karauna, mo te taha ki ngaa lwi Katoa o Niu Tireni, i te huarahi e whakamaarie ai i eenei tuukinotanga, araa, mo te waahanga e taea ai, aa, i teenei whakatutukitanga o teenei take whakamau o Te Raupatu. He whakaotinga teenei i raro i ngaa take raarangi o Te Pukapuka Whakaaetanga i hainatia i te 22 o ngaa raa o Haratua 1995, maana hei arahi atu ki te ao hou o te mahi tahi ki Te Kiingitanga me Waikato.” (Section 5(6))

“Accordingly, the Crown seeks on behalf of all New Zealanders to atone for these acknowledged injustices, so far as that is now possible, and, with the grievance of raupatu finally settled as to the matters set out in the Deed of Settlement signed on 22 May 1995 to begin the process of healing and to enter a new age of co-operation with the Kiingitanga and Waikato.” (Section 6(6))

- C. Waikato-Tainui and the Crown are parties to a deed of settlement of Raupatu claims in relation to the Waikato River dated 22 August 2008 and, inter alia, agree to enter a new age of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations
- D. This Kiingitanga Accord is entered into by Waikato-Tainui and the Crown to:
- a. enhance and sustain the relationship between Waikato-Tainui, under the mana of the Kiingitanga, and the Crown;
  - b. recognise and sustain the special relationship Waikato-Tainui have with the Waikato River;
  - c. enter a new era of co-management over the Waikato River across a range of agencies;
  - d. reflect a unity of commitment to respect and care for the Waikato River; and
  - e. confirm the reciprocal obligations of the Crown and Waikato-Tainui subsequent to the execution of the deed of settlement.
- E. The Crown and Waikato-Tainui further acknowledge and agree:
- a. the importance of the effective implementation of the co-management arrangements and other redress agreed in the deed of settlement, the settlement legislation and in this Kiingitanga Accord;

## **KIINGITANGA ACCORD**

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- b. that, in relation to those co-management arrangements and that redress, certain processes are to be carried out and certain issues are to be agreed between the Crown and Waikato-Tainui; and
- c. that those processes will be carried out and the issues agreed between the Crown and Waikato-Tainui in accordance with the agreements in the deed of settlement and in this Kiingitanga Accord.

### **TERMS OF THIS KIINGITANGA ACCORD:**

#### **1 PURPOSE**

1.1 The purpose of this Kiingitanga Accord is to:

- (a) oversee and protect the integrity of the agreements set out in the deed of settlement and the settlement legislation;
- (b) affirm the commitment of the Crown and Waikato-Tainui to enter a new era of co-management over the Waikato River for the overarching purpose of restoring and protecting the health and well-being of the Waikato River for future generations;
- (c) record and provide for those matters that must be completed to bring into effect certain instruments and agreements comprising parts of the settlement package agreed in the deed of settlement; and
- (d) provide a framework for an enhanced relationship between the Crown and Waikato-Tainui that protects the integrity of the settlement and achieves co-management of the Waikato River.

#### **2 PRINCIPLES**

2.1 The following principles underlie:

- (a) the relationship of Waikato-Tainui with the Waikato River;
- (b) the agreements as expressed in the deed of settlement; and
- (c) this Kiingitanga Accord.

2.2 **TE MANA O TE AWA (THE SPIRITUAL AUTHORITY, PROTECTIVE POWER AND PRESTIGE OF THE RIVER):**

- (a) To Waikato-Tainui, the Waikato River is a tupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. The River has its own mauri, its own spiritual energy and its own powerful identity. It is a single indivisible being.
- (b) Respect for te mana o te awa (the spiritual authority, protective power and prestige of the Waikato River) is at the heart of the relationship between the tribe and their ancestral River. Waikato-Tainui regard their River with reverence and love. It gave them their name and is the source of their tribal identity. Over generations, Waikato-Tainui have developed tikanga (values, ethics governing conduct) which embody their profound respect for the Waikato River and all life within it. The Waikato River sustains the people physically and spiritually. It brings

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D. This Kiingitanga Accord is entered into by Waikato-Tainui and the Crown to:

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- e. confirm the reciprocal obligations of the Crown and Waikato-Tainui subsequent to the execution of the deed of settlement.

E. The Crown and Waikato-Tainui further acknowledge and agree:

- a. the importance of the effective implementation of the co-management arrangements and other redress agreed in the deed of settlement, the settlement legislation and in this Kiingitanga Accord;

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- b. that, in relation to those co-management arrangements and that redress, certain processes are to be carried out and certain issues are to be agreed between the Crown and Waikato-Tainui; and
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them peace in times of stress, relief from illness and pain, and cleanses and purifies their bodies and souls from the many problems that surround them. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring and perpetual.

### 2.3 MANA WHAKAHAERE (AUTHORITY AND RIGHTS OF CONTROL):

- (a) Mana whakahaere refers to the authority that Waikato-Tainui and other Waikato River iwi have established in respect of the Waikato River over many generations. Mana whakahaere entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of the Waikato River are maintained. It is based in recognition that if we care for the River, the River will continue to sustain the people.
- (b) In customary terms mana whakahaere is the exercise of control, access to, and management of the Waikato River, including its resources in accordance with tikanga (values, ethics, governing conduct). For Waikato-Tainui, mana whakahaere has long been exercised under the mana of the Kiingitanga.

### 2.4 HEALTH AND WELLBEING:

- (a) The principle of health and wellbeing reflects the overarching purpose of the Settlement, which is to restore and protect the health and wellbeing of the Waikato River.
- (b) The health and wellbeing of Waikato-Tainui and its special relationship with the Waikato River is inherently connected with the health and wellbeing of the Waikato River.

### 2.5 CO-MANAGEMENT:

- (a) The Crown and Waikato-Tainui have committed to enter into a new era of co-management in respect of the Waikato River. The principle of co-management includes:
  - (i) The highest level of good faith engagement; and
  - (ii) Consensus decision-making as a general rule;while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui and other Waikato River iwi.
- (b) To be effective, co-management must:
  - (i) be implemented and achieved at a number of levels and across a range of management agencies, bodies and authorities, including (but without limitation) the following:
    - The development, amendment and implementation of strategies, policy, legislation and regulations that may potentially impact on the health and wellbeing of the Waikato River; and
    - The processes for granting, transfer, variation and renewal of consents, licenses, permits and other authorisations for

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all activities that potentially impact on the health and wellbeing of the Waikato River; and

- (ii) include provision for effective Waikato-Tainui input and participation by engagement at an early stage in statutory and management processes, and other actions, that may affect the health and wellbeing of the Waikato River, including the planning and development of new and amended policies or management initiatives or decisions affecting or relating to the Waikato River. This is a positive obligation to provide for early and effective input from Waikato-Tainui, rather than simply an obligation to consult.

### **2.6 INTEGRATION:**

Arising from the principles of te mana o te awa and mana whakahaere, and inter-related to the principle of co-management, is the principle of integration. The health and wellbeing of the Waikato River and successful co-management requires effective integration of management between the relevant government agencies, Crown entities, local authorities and non-governmental agencies who have roles and responsibilities in respect of the Waikato River.

### **2.7 TREATY OF WAITANGI**

Te Tiriti o Waitangi/the Treaty of Waitangi and its principles apply to this Accord and the relationship between the Crown and Waikato-Tainui reflected in this Accord.

### **2.8 HONOUR AND INTEGRITY**

Underpinning this Settlement is the principle of honour and integrity. Waikato-Tainui and the Crown have entered into this Settlement in good faith relying on the commitments of each other contained in the Deed and this Accord with the intention of achieving a full, fair and durable settlement of the Raupatu claims of Waikato-Tainui in relation to the Waikato River.

## **3 AGREEMENTS**

### **3.1 The Crown and Waikato-Tainui acknowledge and agree:**

- (a) certain matters identified in the Agreement in Principle dated 16 December 2007 between the Crown and Waikato-Tainui were unable to be fully explored and agreed between the Crown and Waikato-Tainui;
- (b) a number of matters of importance to the parties are to be completed after the date of this Kiingitanga Accord as set out in the schedule to this Kiingitanga Accord;
- (c) these matters will be addressed through further engagement between the Crown and Waikato-Tainui in accordance with the processes and principles outlined in this Kiingitanga Accord;
- (d) these matters must be completed to the satisfaction of Waikato-Tainui and the Crown within 12 months of the date of this Kiingitanga Accord;
- (e) if, once these matters have been completed, it is apparent that changes should be made to the deed and/or settlement legislation to better give



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effect to the settlement package the Crown and Waikato-Tainui will negotiate any necessary amendments to the deed of settlement and/or a Supplementary Order Paper will be prepared and tabled;

- (f) the settlement legislation will come into effect on the settlement date in the manner provided in part 13 of the deed.

3.2 The Crown and Waikato-Tainui further agree that:

- (a) the Crown will, at the request of Waikato-Tainui, disclose all relevant information held by the Crown (including its agencies and agents) in order to facilitate the discussions, processes and agreements that are intended to be entered into between Waikato-Tainui, the Crown and local authorities after the date of the deed;
- (b) Crown agencies will be resourced in order to:
  - (i) complete the matters set out in the schedule to this Kiingitanga Accord;
  - (ii) ensure that the co-management agreements in the deed of settlement and this Kiingitanga Accord are able to be fully and expeditiously implemented;
- (c) any agreement by the Crown set out in this Kiingitanga Accord to provide funding to any Crown agency is made on the condition that an appropriation for such funding has received approval from the New Zealand Cabinet;
- (d) the Crown will ensure that relevant Crown agencies and officials work with the Statutory Board when they are reasonably requested to do so by the Statutory Board; and
- (e) the Crown will facilitate engagement between Waikato-Tainui and local authorities, non-Governmental agencies and third parties in order to assist Waikato-Tainui in the implementation of the agreements contained in the settlement and in this Kiingitanga Accord and any related initiatives directed to the health and wellbeing of the Waikato River and the principle of co-management in relation to the Waikato River and its resources.

3.3 For the avoidance of doubt, the obligations in this Kiingitanga Accord that are not conditional on the settlement legislation being enacted:

- (a) continue even though settlement legislation has not been enacted; and
- (b) after settlement legislation has been enacted continue to the extent they are not inconsistent with that legislation.

3.4 The Crown agrees that:

- (a) in the development and drafting of any new legislation it will consider whether, by analogy with the nature and subject matter of the statutes in which the Vision and Strategy has been given statutory recognition under the settlement, such new legislation should also include express

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legislative recognition of the Vision and Strategy in the same or substantially similar form to that provided under the settlement; and

- (b) where appropriate, any such new legislation when it is introduced into Parliament shall include express legislative recognition of the Vision and Strategy in the same or substantially similar form to that provided under the settlement.

3.5 Notwithstanding clauses 11.2-11.4 of the deed, the Crown will not:

- (a) establish a regime of tradable rights or tradable permits in water;
- (b) 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;
- (c) develop policy or introduce any legislation which in effect amounts to the privatisation of the waters of the Waikato River;

without first engaging in good faith with Waikato-Tainui in relation to those matters.

## **4 RELATIONSHIP FORUM**

4.1 The parties agree to establish a forum between Waikato-Tainui and the Crown that is constituted by meetings.

4.2 The following provisions apply to the meetings described in clause 4.1 of this Accord:

- (a) The objectives of the meetings are to discuss:
  - (i) the health of the relationship between Waikato-Tainui and the Crown in so far as it relates to the Waikato River;
  - (ii) the implementation of, or any issues arising from, the deed of settlement and settlement legislation contemplated by those documents;
  - (iii) the implementation of, or any issues arising from, the Accords entered into under the schedule and under Part 9 of the deed;
  - (iv) whether any new Accords should be entered into with other Ministers;
  - (v) any proposed changes in matters of law or policy relating to or affecting the Waikato River;
  - (vi) issues of shared importance relating to areas and resources associated with the Waikato River; and
  - (vii) the health of the relationship between Waikato-Tainui and Environment Waikato and other relevant local authorities.
- (b) The following individuals will attend the meetings:

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- (i) one representative of Waikato-Tainui who is the representative of the head of the Kahui Ariki on Te Arataura;
  - (ii) further representatives of Waikato-Tainui appointed by Te Arataura; and
  - (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 in Charge of Treaty of Waitangi Negotiations;
    - the Minister for the Environment; and
    - the Minister of Maaori Affairs; and
  - (iv) any other individual that the participants described in clauses 4.2(b)(i) and 4.2(b)(ii) 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 Waikato-Tainui, 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 Kiingitanga Accord.
- (d) Before each meeting, Waikato-Tainui and the Crown must each send to the other a suggested list of agenda items for that meeting.
- (e) The Crown, through the Ministry of Justice, 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.
- (f) Each party to this Kiingitanga Accord must meet its own costs and expenses relating to a meeting.

### **5 REVIEW OF KIINGITANGA ACCORD**

- 5.1 A review of this Kiingitanga Accord will be held by the parties at every 4th meeting. As part of the review, the meeting participants will discuss:
- (a) whether the meetings have successfully fulfilled the objectives described in clause 4.2(a) of this Kiingitanga Accord; and

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- (b) whether changes should be made to assist meeting those objectives, including changes to:
    - (i) the participants at meetings (including whether other Ministers should attend);
    - (ii) the operational procedures relating to meetings (including the frequency and venue of meetings); and
    - (iii) the secretariat for meetings;
  - (c) whether the objectives of the meeting should be expanded; and
  - (d) whether there is still a need for the meetings to continue.
- 5.2 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.
- 5.3 If those participants are unable to reach agreement in relation to a proposed change, the participants at each of the next four 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.

## **6 VARIATION**

- 6.1 Waikato-Tainui and the Crown may only vary this Kiingitanga Accord by agreement in writing.

## **7 GENERAL**

- 7.1 This Kiingitanga Accord shall have effect as a collateral deed to the deed of settlement.
- 7.2 The responsible Crown agency for this Kiingitanga Accord will be the Department of the Prime Minister and Cabinet.

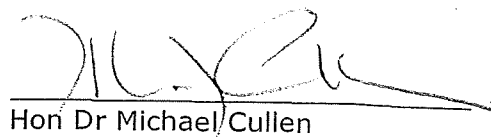
## **8 DEFINITIONS AND INTERPRETATION**

- 8.1 The provisions of this Kiingitanga Accord and any accords entered into under this Kiingitanga Accord shall be interpreted in a manner that best furthers the purpose of this Kiingitanga Accord and is consistent with the principles set out in clause 2 of this Kiingitanga Accord.
- 8.2 In this Kiingitanga Accord, unless the context requires otherwise, terms defined in the deed of settlement have the same meaning in this Kiingitanga Accord.
- 8.3 Subject to clause 8.1, the rules of interpretation set out in the deed of settlement apply to the interpretation of this Kiingitanga Accord.

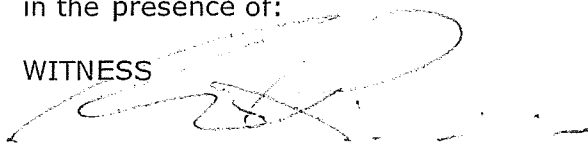
**KIINGITANGA ACCORD**

**SIGNED** as a deed on 22 August 2008

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN**  
in right of New Zealand by the Minister in Charge  
of Treaty of Waitangi Negotiations  
in the presence of:

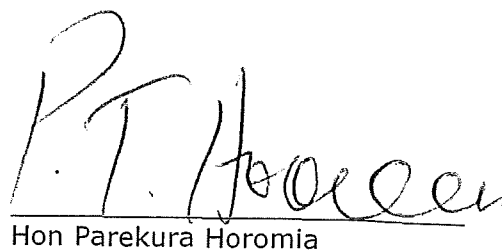
  
Hon Dr Michael Cullen

WITNESS

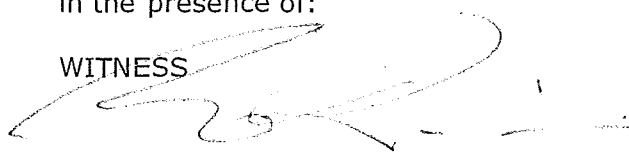


Name:

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN**  
in right of New Zealand by the Minister of  
Maori Affairs  
in the presence of:

  
Hon Parekura Horomia

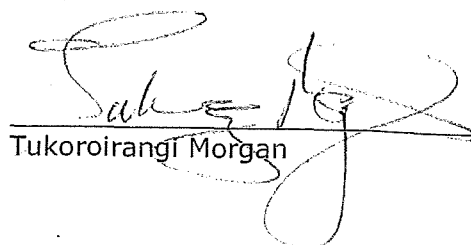
WITNESS



Name:

**SIGNED** for and on behalf  
of **Waikato-Tainui** by  
Lady Raiha Mahuta and  
Tukoroirangi Morgan  
in the presence of:

  
Lady Raiha Mahuta

  
Tukoroirangi Morgan

WITNESS



Name: SHANE SUMNER

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### SCHEDULE

#### Matters to be completed

#### Accords

1. The Crown, through each of the Ministers named below, and Waikato-Tainui will enter into accords.
2. The Ministers are:
  - a. the Minister of Fisheries (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 for Land Information;
  - e. the Minister of Arts, Culture and Heritage;
  - f. the Minister of Local Government;
  - g. the Minister of Agriculture;
  - h. the Minister of Biosecurity; and
  - i. the Minister of Energy.
3. There will also be an accord entered into by the Commissioner of Crown Lands on behalf of the Crown.
4. In agreeing the accords the Crown and Waikato-Tainui will have regard to the following:
  - a. the Crown and Waikato-Tainui have agreed that these accords will be developed and entered into regarding issues that affect the Waikato River and its health and wellbeing, and the accords will reflect the intention of the settlement to achieve co-management;
  - b. the accords are to provide a commitment of intent and an agreed framework of actions between the relevant Ministers, officers and Waikato-Tainui in order to advance and implement the agreements reached between the Crown and Waikato-Tainui in the settlement; and
  - c. the accords will contain provisions requiring co-ordination between Ministers where issues are raised by Waikato-Tainui that relate to more than one Ministry or that are covered by more than one accord.
5. The parties will endeavour to finalise the terms of the accords:
  - a. with the Minister of Fisheries and the Minister of Conservation, within 4 weeks of the date of this accord; and

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- b. with the other Ministers, in accordance with clauses 9.3 and 9.4 of the deed.
6. The accord with the Minister of Conservation and Director-General will include provisions which address the following:
- a. the role of Waikato-Tainui in respect of the management of conservation, flora and fauna issues, including:
    - i. developing the conservation component of the integrated river fisheries management plan;
    - ii. developing regulations under part 8 of the deed of settlement; and
    - iii. exploring the establishment of a joint working party and its early involvement in the review, preparation or amendment of conservation planning documents that affect the Waikato River;
  - b. discussing the appropriate consideration of the Waikato-Tainui environmental plan in the exercise of relevant functions, powers and duties under the conservation legislation;
  - c. the relationship of Waikato-Tainui with the Minister of Conservation and the Director-General and the basis for conducting ongoing relationships;
  - d. enabling Waikato-Tainui to participate in the management of pest and weed that affect the Waikato River;
  - e. developing a strategy in respect of grazing concessions;
  - f. developing a process for Waikato-Tainui engagement in applications for access arrangements under the Crown Minerals Act 1991;
  - g. identifying flora, fauna and other resources of importance to Waikato-Tainui and developing processes for access, management and use;
  - h. developing a process involving Waikato-Tainui in the Department of Conservation's consideration of grants of concessions;
  - i. supporting Waikato-Tainui to develop sites and propagate flora for restoration and enhancement;
  - j. recognition that Waikato-Tainui has an interest in, and a special relationship with, all species of fish, aquatic life and weed found within the Waikato River and managed by the Department of Conservation;
  - k. information sharing, work planning, research planning, contracting for services, education of staff, employment of staff, and promoting public awareness to assist Waikato-Tainui to be able to undertake the new commitments of co-management;
  - l. supporting integrated co-management including the opportunity to work with other agencies with overlapping interests;

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- m. the Department of Conservation attending and participating in the Waikato River statutory board deliberations and processes when requested;
  - n. exploring opportunities for appointment of representatives of Waikato-Tainui to a board to control and manage specific reserves and exploring opportunities for the delegation of decision making powers under the Reserves Act 1977 to that board;
  - o. exploring whether Waikato-Tainui should be appointed as a statutory advisor;
  - p. the provision of funding for ongoing commitments subject to business planning processes;
  - q. timeframes for completing outstanding commitments;
  - r. dispute resolution and review;
  - s. definitions and interpretation; and
  - t. such other matters as may be agreed by the parties.
7. The accord with the Minister of Fisheries will include provisions which address the following:
- a. the role of Waikato-Tainui in respect of the management of fisheries issues:
    - i. developing the fisheries component of the integrated river fisheries management plan;
    - ii. developing fisheries regulations under part 8 of the deed;
    - iii. providing for early engagement with Waikato-Tainui in the review, preparation or amendment of a fisheries plan that relates to the Waikato River and in issuing special permits;
    - iv. appointment of Waikato-Tainui as an advisory committee to the Minister of Fisheries;
  - b. consultation in relation to the issue of special permits;
  - c. the relationship of Waikato-Tainui, the Minister of Fisheries and the Ministry of Fisheries and the basis for conducting ongoing relationships;
  - d. recognition that Waikato-Tainui has an interest in, and a special relationship with, all species of fish, aquatic life and seaweed found within the Waikato River and managed by the Ministry of Fisheries under the Fisheries Act 1996;
  - e. protection for elvers and glass eels within the Waikato River from commercial exploitation;
  - f. provision for Waikato-Tainui to undertake transfers of fish (including eels) for enhancement purposes;



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- g. information sharing, work planning, research planning, contracting for services, education of staff, and employment of staff to assist Waikato-Tainui to be able to undertake the new commitments of co-management
  - h. opportunities for delegations consistent with the Fisheries Act 1996, including delegated decision-making and appointments to boards;
  - i. timeframes for completing outstanding commitments;
  - j. dispute resolution and review;
  - k. definitions and interpretation; and
  - l. such other matters as may be agreed by the parties.
8. The Crown will enter into other accords, or will encourage the relevant agency to enter into accords, which will support and assist Waikato-Tainui to:
- a. be approved as a Heritage Protection Authority;
  - b. be appointed a registered collector and Crown appointed custodian of ngaa taonga tuturu under the Protected Objects Act 1975;
  - c. establish a memorandum of understanding with the Historic Places Trust;
  - d. engage with the New Zealand Geographic Board to provide for the exercise of mana whakahaere; and
  - e. establish a memorandum of understanding with the New Zealand Archaeological Association.
9. In either the accord with the Minister of Conservation or with the Minister for Land Information or in a combination of both there will be a process to identify marginal strips and other Crown land in respect of which marginal strips would be created on disposal which have not been identified in the process in clauses 10, 11 and 12. There will be an agreement to engage with Waikato-Tainui to agree:
- a. whether the Waikato Raupatu River trust should be appointed manager of any marginal strips pursuant to section 24H of the Conservation Act 1987; and/or
  - b. whether any marginal strips should be co-managed by the Crown and the Waikato Raupatu River trust in accordance with co-management principles and to put in place co-management arrangements in respect of the marginal strips so identified; and/or
  - c. a regime to ensure marginal strips are managed, within the requirements of the Conservation Act 1987, so as to provide for the exercise of mana whakahaere by Waikato-Tainui; and/or
  - d. similar arrangements in relation to Crown land in respect of which marginal strips would be created on disposal.

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### **Sites of significance and Crown-owned river-related land**

10. The Crown has, at the date of this deed, provided Waikato-Tainui with a list of Crown-owned land adjacent to the Waikato River, including certain marginal strips under the Conservation Act 1987.
11. Waikato-Tainui has, as at the date of this deed, provided the Crown with a list of sites of significance to Waikato-Tainui, including sites located within the Crown-owned land related to the Waikato River.
12. During the 12 weeks following the date of this accord, the Crown and Waikato-Tainui will engage to identify any further land or sites that either party considers were omitted from the lists referred to above or that the parties agree is related to the Waikato River.
13. Following the period of engagement under clause 12, the Crown and Waikato-Tainui will agree on final lists of Crown-owned land and sites of significance, subject to clause 17, for the purposes of the process in clauses 14, 15 and 16.
14. Once the final lists have been agreed, the Crown, in consultation with Waikato-Tainui, will assess the land and sites to identify any:
  - a. overlapping interests of other iwi;
  - b. obligations under section 40 of the Public Works Act 1981; and
  - c. restriction or impediment to co-management or transfer.
15. During the period of 12 months commencing on the date of this accord the Crown will explore with Waikato-Tainui and agree co-management arrangements in respect of the land and sites in both lists.
16. During that period the Crown will explore with Waikato-Tainui the possibility of gifting specified sites of significance if the Crown disposes of the land on which the site is located.
17. Waikato-Tainui acknowledges that the Crown may be constrained in its consideration of the possibility of this gifting commitment by the number, value or strategic importance of the sites, and constrained in giving effect to co-management arrangements by the outcome of its assessment of overlapping interest and restrictions or impediments.

### **Regulations**

18. The Crown and Waikato-Tainui will agree on the contents of the fisheries regulations to be issued under part 8 of the deed of settlement and on a process for the Crown to introduce them under the settlement legislation.