

HER MAJESTY THE QUEEN

In right of New Zealand

and

WAIKATO-TAINUI

**DEED OF SETTLEMENT
IN RELATION TO
THE WAIKATO RIVER**

17 December 2009

TABLE OF CONTENTS

1	PREAMBLE	1
2	THE CONTEXT OF THE SETTLEMENT	3
3	SETTLEMENT REDRESS.....	22
4	STATEMENT OF SIGNIFICANCE OF THE WAIKATO RIVER TO WAIKATO-TAINUI.....	23
5	WAIKATO-TAINUI OBJECTIVES FOR THE WAIKATO RIVER.....	25
6	VISION AND STRATEGY FOR THE WAIKATO RIVER	27
7	GOVERNANCE ARRANGEMENTS.....	36
8	CO-MANAGEMENT ARRANGEMENTS.....	44
9	ACCORDS	59
10	RECOGNITION OF CUSTOMARY ACTIVITIES	61
11	REVIEW	69
12	ARRANGEMENTS RELATING TO CERTAIN ASSETS	71
13	RATIFICATION OF THE SETTLEMENT AND THE WAIKATO RAUPATU RIVER TRUST.....	86
14	SETTLEMENT LEGISLATION.....	88
15	FUNDING	90
16	SETTLEMENT.....	92

17 TAX	96
18 CONDITIONS AND TERMINATION.....	102
19 MISCELLANEOUS.....	103
20 DEFINITIONS AND INTERPRETATION	106
SCHEDULE TO THE DEED OF SETTLEMENT	118
PART 1: VISION AND STRATEGY FOR THE WAIKATO RIVER.....	119
PART 2: PROCESS TO REVIEW VISION AND STRATEGY	121
PART 3: WAIKATO RIVER AUTHORITY.....	124
PART 4: TERMS OF WAIKATO RIVER CLEAN-UP TRUST	137
PART 5: FORM OF JOINT MANAGEMENT AGREEMENT	147
PART 6: INTEGRATED RIVER MANAGEMENT PLAN.....	155
PART 7: CUSTOMARY ACTIVITIES.....	157
PART 8: SITES OF SIGNIFICANCE	158
PART 9: MANAGED PROPERTIES.....	168
PART 10: CO-MANAGEMENT PROPERTIES	175
PART 11: DEED OF COVENANT	185
PART 12: SO PLAN	187

WAIKATO-TAINUI DEED OF SETTLEMENT

**DEED OF SETTLEMENT
IN RELATION TO THE WAIKATO RIVER**

THIS DEED is made between

HER MAJESTY THE QUEEN in right of New Zealand

and

WAIKATO-TAINUI

1 PREAMBLE

- 1.1 The Waikato Raupatu Claims Settlement Act 1995 gave effect to the 1995 deed of settlement in respect of the Raupatu claims of Waikato-Tainui. The 1995 deed and the 1995 Act expressly excluded certain claims from the settlement including the claims of Waikato-Tainui in relation to the Waikato River which arise as a result of the Raupatu of the 1860s and its consequences.
- 1.2 To Waikato-Tainui the Waikato River is a tupuna which has mana and in turn represents the mana and mauri of Waikato-Tainui. To Waikato-Tainui the Waikato River is a single indivisible being that flows from Te Taheke Hukahuka to Te Puuaha o Waikato. The relationship of Waikato-Tainui with the Waikato River and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture.
- 1.3 The Waikato River and its contribution to New Zealand's social, cultural, environmental and economic wellbeing are also of national importance.
- 1.4 Waikato-Tainui have, in their negotiations with the Crown in relation to the Waikato River, consistently sought a settlement that:
 - 1.4.1 acknowledges and respects the deeply felt obligation of Waikato-Tainui to protect te mana o te awa; and
 - 1.4.2 recognises and sustains the special relationship Waikato-Tainui have with the Waikato River.
- 1.5 By deed of settlement dated 22 August 2008, the Crown and Waikato-Tainui reached agreement on the terms of a settlement that provided for:
 - 1.5.1 a final resolution of the raupatu claims of Waikato-Tainui in relation to the Waikato River;
 - 1.5.2 an overarching purpose to *"restore and protect the health and wellbeing of the river for future generations"*;
 - 1.5.3 the establishment of a vision and strategy for the Waikato River and associated co-governance arrangements to achieve the overarching purpose of the settlement;
 - 1.5.4 co-management arrangements to facilitate the exercise of mana whakahaere by Waikato-Tainui; and
 - 1.5.5 associated redress relating to the Waikato River.
- 1.6 The Crown is committed to restoring and protecting the health and wellbeing of the Waikato River for future generations and to the new era heralded by the 2008 deed. However, subsequent to the 2008 deed, the Crown requested to review the

WAIKATO-TAINUI DEED OF SETTLEMENT

co-management arrangements to assess whether it was possible to better deliver the objectives and overarching purpose of the settlement.

- 1.7 With the agreement of Waikato-Tainui, the Crown appointed an advisory panel. The Crown approached Waikato-Tainui with the advisory panel's recommendations and Waikato-Tainui agreed to consider revisiting the arrangements in the 2008 deed.
- 1.8 In the spirit of good faith and on the basis that the arrangements in the 2008 deed could be enhanced while preserving the integrity of the settlement, Waikato-Tainui and the Crown have negotiated and agreed to the revised co-arrangements set out in this deed.
- 1.9 This deed supersedes the 2008 deed and contains the terms of the settlement between the Crown and Waikato-Tainui in relation to the Waikato River.
- 1.10 The Kiingitanga Accord signed between the Crown and Waikato-Tainui on 22 August 2008 remains in full force and effect except to the extent that its requirements are expressly satisfied in this deed.

2 THE CONTEXT OF THE SETTLEMENT

BACKGROUND

- 2.1 The 1995 Act gave effect to certain provisions of the 1995 deed. The 1995 deed settled the 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 deed expressly excluded certain historical claims, including raupatu claims (the Wairoa and Waiuku land blocks), the West Coast Harbours and the Waikato River.
- 2.2 The Waikato River claim (being part of Wai 30) dated 16 March 1987 was filed in the Waitangi Tribunal by Robert Te Kotahi Mahuta on behalf of himself, Waikato-Tainui, the Tainui Maaori Trust Board and Ngaa Marae Toopu. In respect of the Waikato River, the claim states that Waikato-Tainui is prejudicially affected by the following acts, policies and omissions of the Crown:
- “1. By which the ownership and mana of the Waikato River is denied to Waikato-Tainui.
 2. By which the waters of the Waikato River [are] desecrated, polluted, and depleted.
 3. In failing to recognise and protect Waikato-Tainui fisheries and lands in the Waikato River.
 4. By which Waikato-Tainui fisheries in the Waikato River have been depleted by pollution, over-fishing, and spiritual desecration.
 5. In providing a legislative framework for land use planning, water use planning and resource planning which fails to properly take into account Waikato-Tainui concerns for the Waikato River and which is inappropriate for the protection of Waikato-Tainui rights guaranteed by the Treaty.”
- 2.3 By the 1995 deed, the Crown acknowledged that the position of Waikato in relation to the Waikato River is as follows:
- “24.1.1 Waikato’s claim to the Waikato River arises as a result of the raupatu;
 - 24.1.2 Waikato have a special relationship with the Waikato River since the Waikato River is the ancestor of Waikato and the water is the life blood of the ancestor;
 - 24.1.3 the Waikato River determines the identity and wellbeing of Waikato and their rangatiratanga over the Waikato River is confirmed by the Treaty of Waitangi;

WAIKATO-TAINUI DEED OF SETTLEMENT

24.1.4 for Waikato the Waikato River means “the Waikato River from Te Taheke Hukahuka to the mouth and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation and floodplains as well as its metaphysical being”;

24.1.5 one of the issues which Waikato will raise in their claim relating to the Waikato River to the Waitangi Tribunal is the issue that the creation of the marginal strips by the Crown has divorced and continues to divorce Waikato further from the Waikato River and is inconsistent with the Treaty of Waitangi and Waikato will be claiming the marginal strips as part of their claim to the Waikato River;

24.1.6 this Deed will not affect any claims, rights and interests of Waikato in their relationship with the Waikato River.”

2.4 In the 1995 deed, Waikato acknowledge that the Crown’s acknowledgement in clause 24.1 of that deed and its agreement in clause 24.2 (that it will ensure that the marginal strips adjacent to the Waikato River remain in Crown ownership until Waikato’s claim to the Waikato River is resolved) do not prejudice the Crown’s ability to dispute Waikato’s position as outlined in that clause in the context of Waikato’s claim to the Waikato River, to argue that the marginal strips do not form part of the Waikato River or to contend that the definition of the Waikato River is narrower than that set out in clause 24.1.4 of the 1995 deed.

2.5 In clause 24.4 of the 1995 deed, “The Crown acknowledges that this Deed will not affect any claims of Waikato or any rights and interests which Waikato may have in their relationship with the Waikato River.”

CROWN ACKNOWLEDGEMENTS IN THE WAIKATO RAUPATU CLAIMS SETTLEMENT ACT 1995

2.6 The Preamble to the 1995 Act records that:

“In 1858 Pootatau Te Wherowhero was raised up as King to unite the iwi, and preserve their rangatiratanga and their economic and cultural integrity, under his authority in the face of increasing settler challenges”; and “The New Zealand Government at the time perceived the Kiingitanga as a challenge to the Queen’s sovereignty and as a hindrance to Government land purchase policies, and did not agree to any role for, or formal relationship with, the Kiingitanga”.

2.7 The Preamble further records that:

“In July 1863, after considered preparations by the New Zealand Government, military forces of the Crown unjustly invaded the Waikato south of the [Mangataawhiri] river, initiating hostilities against the Kiingitanga and the people. By April 1864, after persistent defence of their lands, Waikato and their allies had fallen back before the larger forces of the Crown and had taken refuge in the King Country”.

WAIKATO-TAINUI DEED OF SETTLEMENT

- 2.8 The Crown, in its Apology to Waikato as recorded in the 1995 Act, acknowledged that:

“its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kiingitanga and Waikato in sending its forces across the Mangataawhiri in July 1863 and in unfairly labelling Waikato as rebels”; and “the subsequent confiscations of land and resources under the New Zealand Settlements Act 1863 of the New Zealand Parliament were wrongful”; and “the lands confiscated in the Waikato have made a significant contribution to the wealth and development of New Zealand, whilst the Waikato tribe has been alienated from its lands and deprived of the benefit of its lands”.

TE HONONGA O NGAA IWI O WAIKATO-TAINUI ME TE AWA O WAIKATO

Noo taatou te awa. Noo te awa taatou. E kore e taea te wehe te iwi o Waikato me te awa. He taonga tuku iho naa ngaa tuupuna. E whakapono ana maatou ko taa maatou, he tiaki i taua taonga moo ngaa uri whakatupu

Robert Te Kotahi Mahuta 1975

Te Mana o te Awa

- 2.9 Ki a Waikato-Tainui, he tupuna te awa o Waikato. E mau ana te mana, te mauri me te kaha o te iwi. He mauri motuhake too te awa. He wairua ake toona, he tuakiri tino kaha. He mauri tuu tahi e kore e wehea.
- 2.10 Ko te whakaaro nui ki te mana o te awa te puutake o te hononga i waenganui i te iwi me too raatou tupuna awa. E wehi ana, e aroha ana te iwi ki too raatou awa. Noo te awa te ingoa o te iwi. He tohu hoki o too raatou tuakiri aa-iwi. I roto i ngaa whakatupuranga, kua ara ake i ngaa iwi o Waikato-Tainui eetehe tikanga hei whakatinana i too raatou whakaaro nui ki te awa o Waikato me ngaa koiara katoa o roto. He oranga aa-tinana, he oranga aa-wairua hoki moo te tangata kei roto i te awa. Ko taa te awa, he whakatau i te huumaarire ki runga i te tangata i ngaa waa o te raruraru; he whakaora i ngaa maauuitanga me ngaa mamaetanga; he horoi, he whakapai i ngaa tinana me ngaa wairua o te iwi, i ngaa tini whiunga o te ao. I te taha wairua, ki ngaa iwi o Waikato-Tainui, he awa puumau, mutunga kore te awa o Waikato, e kore rawa e mimiti.
- 2.11 Ko te mana o te awa teetehe o ngaa tikanga matua o te kereeme o te awa o Waikato, e whai ana kia whakaaro nuitia te Awa Tupuna. He mauri motuhake too te awa. He wairua ake toona, he tuakiri tino kaha.
- 2.12 He maaramatanga kei roto i ngaa koorero a ngaa kaumaatua, ngaa puukoorero matua o te Kiingitanga me ngaa kuia (ko eetehe kua riro ki tua o Paerau). He koorero whakahirahira eenei i te mea kei roto i ngaa koorero ngaa tikanga e moohio whaanuitia ana e ngaa mano tini o Waikato-Tainui me eeraa atu o ngaa iwi o te awa, hei aarahi i aa raatou mahi ao te poo, poo te ao. Kaaore e tino whakapuakina eenei tikanga ki te marea, engari kua tuhia ki roto nei hei tautoko i te hononga motuhake o Waikato-Tainui ki too raatou awa, te puutake o te kereeme moo te awa.

WAIKATO-TAINUI DEED OF SETTLEMENT

Te Awa Tupuna

- 2.13 He tupuna noo ngaa iwi o Waikato-Tainui te awa o Waikato. E mau ana te mana, te mauri me te kaha o te iwi. He mauri tuu tahi e kore e wehea. I te waa o te ora, ko taa te kaumaatua raa, a Kamira Henry Haggie: 'He tupua te awa, he whaea, kei roto katoa i te tinana kotahi ko ngaa wai, ko ngaa whaiawa, ko ngaa parenga, mai i toona maataapuna puta atu ki te moana. Ko te ora o te awa me teeraa o te iwi, kei roto i te kotahitanga o tana tuu. Kaaore he pekanga kua motu i te tinana; kaaore e wehea ana te maahunga me te manawa.'
- 2.14 I puta hoki i a Te Kotahi Mahuta te koorero moo:

"Ngaa awa itiiti e paa ana ki te wai o Waikato, ko ngaa uaua o too taatou awa. Too taatou awa he manawa."

Te Hononga Motuhake i Waenganui i a Waikato-Tainui me te Awa

- 2.15 Ko te puutake o te oranga wairua me te oranga tinana, tae atu ki te tuakiri aa-iwi, ko te hononga o Waikato-Tainui ki te awa. E kore e wehea ngaa tikanga e paa ana ki te awa me te Kiingitanga, tae atu ki te karakia e haapai ana i a ia, araa te Pai Maarire.
- 2.16 Kei roto i ngaa koorero a ngaa kaumaatua me ngaa kuia ngaa tohu ki te mana o te awa.

Hei taa Mite Kukutai, teetehi o ngaa kuia kua huri ki tua o te aarai:

"Ki a maatou, ki ngaa iwi o Tainui, he tino whakahirahira te awa, e whai oranga ai maatou. Ki a maatou, ko Waikato te awa hei horoi i te tinana, hei whakapai, aa, ko te awa ... teetehi o oo maatou kaitiaki ... ki a maatou, te whakatupuranga o naaianei."

Hei taa te kuia, a Rangihinemutu (Iti) Rawiri noo te marae o Te Awamaarahi:

"He tupuna Te Awa o Waikato. Ko taana, he tiaki i a taatou i te ao nei. Ka whaangai te awa i a taatou, ka poipoi i a taatou, ka atawhai i a taatou, hei whakaora i oo taatou mamaetanga, hei aarai atu i ngaa kino o te ao. E whai take ana te taha wairua o te awa i eenei raa, wheeraa i ngaa tau o mua. E kore e huri te mana o te awa, e kore e memeha i te rerenga o ngaa tau ... Mehemea ka haere te iwi i teetehi haerenga, ka haere tuatahi atu ki te awa i mua i te putanga atu i te rohe. E wheeraa tonu ana ngaa iwi i eenei raa. I te waa ka mauiui te tangata, ka tonoa e maatou ki te awa ki te whakawahi i a raatou anoo, kia ora ai. E wheeraa tonu ana ngaa iwi i eenei raa. Ki a maatou, ko te mea nui o te awa, ko te mana whakaora i te tangata kei roto i ngaa wai."

- 2.17 Ka tiaki te awa i te iwi, engari maa te iwi anoo hei tiaki te awa me toona wairua. Ki te kore e wheeraa, hei taa Pumi Taituha i te waa o te ora:

"mehemea ka tuukinohia te wairua o te awa, ka memeha te awa, ka mauiui, aa, ki te kore te iwi e aro atu, ka mate te awa."

2.18 Hei maangai moo Tainui me te Kiingitanga, ko taa te kaumaatua raa, a Hare Puke:

“Ko maatou ngaa kaitiaki o te awa. Ko taa maatou mahi, he whakamaarama ki ngaa iwi whaanui, me mutu ngaa mahi tuukino i too maatou tupuna.”

Te Whakapapa me te Kotahitanga o ngaa iwi o te Awa

2.19 He tupuna te awa. Naa konei, hei taa te kuia, a Ngahinaturae Te Uira, kua rarangahia ngaa iwi o te awa maa roto mai i te whakapapa, hei korowai wairua. Ka whakanuia ngaa hononga aa-iwi e ngunguru nei i roto i ngaa manawataki o te whenua me te awa.

2.20 Moo Tainui, ko taua kotahitanga ka kitea anoo i roto i te kaupapa o te Kiingitanga. Moo te tahi rau, rima ngahuru tau, kua tuu te Kiingitanga hei aarahi i oona iwi haapai e whai tikanga ai raatou i roto i te ao. Ko tana kaupapa, he whakakotahi i ngaa taangata noo ngaa marae maha, noo ngaa iwi maha. Hei taa te kuia, a Rangihinemutu (Iti) Rawiri:

“He mea tuku iho teenei kawenga ki a taatou e oo taatou tuupuna. He kawenga hei tuku atu maa taatou ki aa taatou tamariki, mokopuna. Ko Waikato ngaa kaitiaki o te Kiingitanga, noo reira me tiaki i te Kiingitanga, me tiaki anoo i te iwi. Ko taua manaaki, ko taua aroha, ko taua mahi ngaa mea e whakapakari nei i a taatou, e tuu pakari tonu ai taatou i roto i te ao. Ko taa te Kiingitanga, he aroha ki te tangata, he manaaki i te tangata, he whaangai i te tangata, he rangimaarie i ngaa waa katoa.”

2.21 Ki ngaa iwi o Waikato-Tainui, kua rarangahia ngaa iwi o te awa hei korowai wairua. Ko te whakapapa te whenu whakakotahi. E kore e wehea ngaa tikanga e paa ana ki te awa o Waikato me te Kiingitanga, tae atu ki te karakia e haapai ana i a ia, araa te Pai Maarire. E tohu ana ngaa tikanga o te Kiingitanga i te roanga o toona uu ki te kotahitanga me tana tiaki i te kaupapa moo te motu.

2.22 I tau ki runga i a Pootatau Te Wherowhero te mana whakatau me te waahi ki ngaa mahi tiaki i te awa o Waikato, hei maangai moo te awa tupuna, hei maangai hoki moo te iwi, e whakaatahia mai nei i roto i te whakataukii:

*Ko Taupiri te maunga
Ko Waikato te awa
Ko Te Wherowhero te tangata
Waikato, Taniwharau
He piko, he taniwha
He piko, he taniwha*

2.23 E tohu ana teenei whakataukii i te kaha o ngaa iwi maha i noho ai ki ngaa parenga o te awa o Waikato i mua i te Raupatu. He mana whakahaere too teenaa, too teenaa e haangai ana ki aa raatou tikanga.

2.24 I puta hoki teenei whakataukii i te ariki o Ngaati Tuuwharetoa, i a Tukino Te Heuheu, hei whakanui i te mana o Pootatau Te Wherowhero i te waa e rapua ana teetehi kiingi

WAIKATO-TAINUI DEED OF SETTLEMENT

i ngaa tekau tau 1850. Naa Te Heuheu anoo i whakauu ko Te Wherowhero hei Kiingi Maaori tuatahi.

- 2.25 I tiaki a Te Heuheu i te maataapuna o te awa o Waikato, i Tapuaeharuru, i te taha whakarunga o te maunga o Ruapehu. E kiiia ana e ngaa iwi o Waikato-Tainui, ko "Te maataapuna wai o Tongariro" – hei whakanui i te maataapuna o te awa o Waikato, e rere ana maa ngaa wai o te moana o Taupoo, ki Te Taaheke Hukahuka. Mai i reira ka moohiotia ko te awa o Waikato, e rere ana i Te Taaheke Hukahuka puta atu ki te Puuaha o Waikato. Mai anoo ko ngaa whare ariki o Pootatau me Te Heuheu i honoa e te awa o Waikato.
- 2.26 Kua puta noa atu ngaa whakapuakanga tuumatanui a Waikato-Tainui i too raatou mana whakahaere i te Awa, mai i te waa i maatua tau mai ai te aawangawanga teeraa ka hiahia te Karauna kia riro maana te Awa e whakahaere. Noo te moohiotanga ki ngaa hiahia o te Kaawana ki te whakatere tiima rino ki runga i te Awa i te mutunga o te tau 1862, i ara ake ngaa koorero whakahee a ngaa rangatira i roto i ngaa tuinga a Patara Te Tuhi, te eetita o te nuupepa a te Kiingitanga, araa a Te Hookioi, e whakatuupato ana, E kore pea te wakapuu e kuhu mai ki te Awa ki te kore a Waikato-Tainui e whakaae.

'Ehara a Waikato awa i a te kuini, erangi no nga Maori anake.'

I roto i eenei kupu i whakauungia e Te Tuhi kei te iwi tonu te mana whakahaere i te Awa.

Ngaa Wawata

- 2.27 E tutuki ai te whakaaetanga ki te kaupapa o Te Mana o te Awa, e whakatairanga ana a Waikato-Tainui i te tauira o teetehi korowai e hora ana ki runga ki te awa tupuna, hei manaaki, hei tiaki i te awa.
- 2.28 Ko ngaa whiringa whenu o te korowai, ko ngaa whenu whakapapa e hono ana i te iwi ki too raatou awa, e hono ana i ngaa iwi, teetehi ki teetehi. Ko ngaa whenu hei here i te korowai e purutia ana e ngaa upoko ariki o ngaa whare ariki o Pootatau me Te Heuheu.
- 2.29 Noo reira, ko ngaa tikanga kei te puutake o te tauira o te korowai, e ara mai ai ko ngaa tikanga o te mana, te whanaungatanga, te kotahitanga, te manaakitanga me te mana whakahaere kei raro i te maru o te Kiingitanga.
- 2.30 I roto i teenei tauira o te Korowai, ka waiho maa eeteahi atu o ngaa iwi o te awa aa raatou ake whakatau kereeme e koorero, ki te taha o te Karauna.
- 2.31 Moo ngaa iwi katoa o Aotearoa, i raro i te maru o te Korowai nei, e aahei tonu ana ngaa iwi ki te toro atu ki te awa, ki te whakatere waka, ki te haakinakina, ki te hii ika mehemea e ngaakau kotahi ana ki teenei kaupapa.
- 2.32 Maa te Korowai nei e aata whai kia haapaingia e te katoa, ngaa mahi tiaki, manaaki hoki i te awa kia ora ai te awa o Waikato moo ake tonu atu.

Te Mana Whakahaere

- 2.33 Ko teenei mea, te Mana Whakahaere, he tohu i te mana o Waikato-Tainui me eeraa atu o ngaa iwi o te Awa, i ngaa take e paa ana ki te awa, kua roa nei e purutia ana. Ko te tikanga o te Mana Whakahaere, he whakatutuki i ngaa mahi e ora tonu ai te mauri o te Awa. Ko te puutake o teenei whakaaro, mehemea taatou ka tiaki i te Awa, ka whai oranga tonu te iwi i te Awa.
- 2.34 Hei taa ngaa tikanga Maaori, kei raro i te Mana Whakahaere o teenaa, o teenaa iwi kei ngaa parenga o te Awa, ngaa mahi whakahaere i te Awa, me te whai waahi atu ki te Awa, tae atu ki oona oranga katoa, I runga i ngaa tikanga, hei tiaki i te Awa, e ora ai te Awa. Hei taurira ake, ko te mana hii tuna he mea tuku iho i teetehi whakatupuranga ki teetehi, ka tukuna hoki ki ia whakatupuranga te mahi a te kaitiaki. Ko te mana hii tuna aa-iwi he mea pupuru e eetehi paa, aa, ka whakahaerehia hei atawhai i ngaa rawa.
- 2.35 Moo Waikato-Tainui, moo ngaa iwi raanei o Tainui, kua roa nei te mana whakahaere e purutia ana, e whakahaerehia ana i raro i te mana o te Kiingitanga.
- 2.36 I roto i eenei whakawhitinga koorero me te Karauna, ko te Mana Whakahaere teetehi huarahi e ahua whakamua ai ngaa iwi katoa o te Awa. Heoi anoo taa Ngaa Kaitiaki, he aawhina i ia iwi o te Awa ki te whakarite i toona mana whakahaere, i te rautau rua ngahuru maa tahi. Kaaore e tonoa ana kia tukuna te mana whakahaere o ngaa iwi ki Ngaa Kaitiaki. Maa ngaa iwi tonu aa raatou kaupapa ake, aa ratou mahi whakahaere i ngaa rawa o te Awa e whakarite, e whakatutuki. Maa reira e uu tonu ai te mana whakahaere i runga i ngaa tikanga, wheeraa i ngaa tau o mua noa atu.
- 2.37 Heoi anoo, mehemea ka hono mai ki Ngaa Kaitiaki, ka taea te mahi ngaatahi hei roopuu kotahi, ki te manaaki, ki te tiaki hoki i te oranga o te Awa i roto i ngaa tau e heke mai nei.

Te Kotahitanga: hei manaaki, hei tiaki i te awa o Waikato

- 2.38 E tutuki ai te whakaaetanga ki te kaupapa o te mana o te awa, e whakatairanga ana a Waikato-Tainui i te taurira o te korowai manaaki o Pootatau Te Wherowhero i horaina ai ki runga ki te awa tupuna, hei manaaki, hei tiaki i te awa.
- 2.39 Ko ngaa whiringa whenu o te korowai, ko ngaa whenu whakapapa e hono ana i te iwi ki too raatou awa, e hono ana i ngaa iwi, teetehi ki teetehi. Ko ngaa whenu hei here i te korowai e purutia ana e ngaa whare ariki o Pootatau me Te Heuheu. Ko ngaa tikanga kei te puutake o te taurira o te korowai, e ara mai ai ko ngaa tikanga o te mana, te whanaungatanga, te kotahitanga, te manaakitanga me te mana whakahaere kei raro i te maru o te Kiingitanga.
- 2.40 E mau nei ngaa iwi o te awa o Waikato ki aa raatou ake tikanga, e aro mai ana hoki ki ngaa tikanga a Waikato-Tainui, aa, kotahi ana te whakaaro o ngaa iwi katoa o te awa o Waikato ki te manaaki, ki te tiaki hoki i te awa.

THE RELATIONSHIP BETWEEN WAIKATO-TAINUI AND THE WAIKATO RIVER

The River belongs to us just as we belong to the River. The Waikato tribe and the River are inseparable. It is a gift left to us by our ancestors and we believe we have a duty to protect that gift for future generations.

Robert Te Kotahi Mahuta 1975

Te Mana o te Awa

- 2.41 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, its own powerful identity. It is a single indivisible being.
- 2.42 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 many 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 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.
- 2.43 Te mana o te awa is one of the key principles of the Waikato River claim, which seeks respect for the Awa Tupuna (ancestral river). The River has its own mauri, its own spiritual energy, and its own powerful identity.
- 2.44 Te mana o te awa may be best understood in the koorero of kaumaatua, senior Kiingitanga spokesmen and esteemed kuia (some of whom have since passed on). They are statements of great importance because they embody beliefs that are familiar to thousands of Waikato-Tainui people and other River tribes, guiding their actions from day to day. Such beliefs are not normally expressed publicly, but they are recorded here to underline Waikato-Tainui's special relationship with their River, which is at the heart of the River claim.

Te Awa Tupuna

- 2.45 The River is a tupuna (ancestor) of Waikato-Tainui which has mana and which in turn represents the mana (spiritual authority, protective power and prestige) and mauri (life force) of the tribe. The River is a single indivisible being.

In the words of the late kaumaatua Kamira Henry Haggie:

"The River is a being, a mother, complete and whole body comprising the water, the bed and the banks from its source to the sea. The life of the River and thus of the tribe is in its intactness – no limb struck from its body or the head separate from the heart."

WAIKATO-TAINUI DEED OF SETTLEMENT

Sir Robert Te Kotahi Mahuta spoke of:

"Ngaa awa itiiti e pa ana ki te wai o Waikato, ko ngaa uaua o to taatou awa. To taatou awa he manawa.'

(All the little streams and rain that flow into the Waikato River are like the veins of the body. The River is our heart.)"

Unique Relationship of Waikato-Tainui with the River

2.46 The relationship of Waikato-Tainui with the River lies at the heart of their spiritual and physical well-being, and their identity. Tikanga relating to the River cannot be separated from Kiingitanga and Pai Maarire, the faith that sustains Kiingitanga.

2.47 Kaumaatua and kuia acknowledge the mana of the River in their koorero:

2.48 The late kuia Mite Kukutai:

"Te Wai e rere iho nei – te awa o Waikato – he wai oranga, he wai tinana o Waikato, oranga ngakau, oranga wairua. Koinei to maatou wai kai a Waikato. Kaumaatua ake maatou i te wai o Waikato."

2.49 The late Mere Taka, kuia of Mangatangi marae:

"To us, the people of Tainui, the River has a very deep significance, to our way of life today. To us, Waikato is the River for cleansing oneself, of blessing, and the River ... is one of our guardians ... to us, the generation of today."

2.50 Kuia Rangihinemutu (Iti) Rawiri of Te Awamaarahi marae:

"The Waikato River is a tupuna and looks after us throughout our lives. The River feeds us, nurtures us, and takes care of us, healing our hurts and protecting us from harm. The River's spiritual powers are as important today as they were in the past. The power of the River does not change or dwindle with the passing of the year...If people were going on a journey, they would go to the River first before leaving the area. This is still practised today. When people were sick, we would send them to the River to anoint themselves and be healed. This is still practised today. To us, the most important thing about the River is the water's healing power."

2.51 The River protects the people, but it is also the responsibility of the people to protect the River and its wairua (spirit). Otherwise, in the words of the late Pumi Taituha:

"if the wairua of the River is violated, the River suffers, becomes sick, and if ignored, will die."

2.52 Kaumatua Hare Puke, speaking for Tainui and the Kiingitanga, has stated:

WAIKATO-TAINUI DEED OF SETTLEMENT

"We are the guardians and protectors of the River. We have a duty to try to make people understand that the assault on the River, our ancestor, must stop."

Whakapapa and Unity of the River tribes

2.53 The River is a tupuna, thus the River iwi, as kuia Ngahinaturae Te Uira expressed it, are woven through whakapapa in a spiritual korowai (cloak); they celebrate their tribal connections through the rhythms of the whenua (land) and the awa.

2.54 For Tainui, that unity is also expressed in the Kiingitanga. For nearly a hundred and fifty years Kiingitanga has shaped and given purpose to the lives of all those who support it; its kaupapa (purpose) unites people from many marae and many iwi. In the words of kuia Rangihinemutu (Iti) Rawiri:

"This is a responsibility that has been passed on to us from our tuupuna, a responsibility that we have passed on to our children and mokopuna ... Waikato are the kaitiaki of the Kiingitanga so we must take care of the Kiingitanga by taking care of the people. This care, this aroha, this mahi is what makes us strong and keeps us strong ... the Kiingitanga is aroha ki te tangata, manaaki i te tangata, whaangai i te tangata, he rangimaarie i ngaa waa kaatoa."

2.55 To Waikato-Tainui, the River iwi are woven together through whakapapa in a spiritual korowai. Tikanga relating to the Waikato River cannot be separated from Kiingitanga and Pai Maarire, the faith that sustains it. The values of the Kiingitanga reflect its long history of commitment to kotahitanga and its trusteeship of the kaupapa on behalf of the motu.

2.56 Ultimate authority and responsibility for the protection of the Waikato River was exercised by Pootatau Te Wherowhero as te awa tupuna representative, on behalf of the people, reflecting the whakataukii (saying):

<i>Ko Taupiri te maunga</i>	<i>Taupiri is the mountain</i>
<i>Ko Waikato te awa</i>	<i>Waikato is the river</i>
<i>Ko Te Wherowhero te tangata</i>	<i>Te Wherowhero is the chief</i>
<i>Waikato Taniwharau</i>	<i>Waikato of a hundred chiefs</i>
<i>He piko, he taniwha</i>	<i>At every bend a chief</i>
<i>He piko, he taniwha</i>	<i>At every bend a chief</i>

2.57 This whakataukii indicates the strength of the many communities who lived along the banks of the Waikato River prior to the Raupatu, each exercising the responsibilities of mana whakahaere (authority, rights of control) in accordance with their tikanga.

2.58 The Ngaati Tuuwharetoa paramount chief Tukino Te Heuheu also used this whakataukii to acknowledge the mana of Pootatau Te Wherowhero during the search for a king in the 1850s. Te Heuheu confirmed Te Wherowhero as the first Maaori King.

- 2.59 Te Heuheu safeguarded the source of the Waikato River at Tapuaeharuru on the south side of Mount Ruapehu. Waikato-Tainui refers to "Te matapuna wai o Tongariro - the headwaters of the Tongariro" - in recognition of the source of the Waikato River flowing through the waters of Taupo te moana - the Lake, to Te Taheke Hukahuka - the Huka Falls. From here it becomes known as the Waikato River, which flows from Te Taheke Hukahuka to Te Puuaha o Waikato (the mouth). The historical relationship between the Houses of Pootatau and Te Heuheu is thus bound up with the Waikato River.
- 2.60 Waikato-Tainui made public statements of their authority over the River from the time they first became concerned that the Crown might itself claim authority over it. When the Governor's intentions to put an iron steamer on the River became known late in 1862, Patara Te Tuhi, editor of the Kiingitanga newspaper Te Hokioi, expressed the opposition of the chiefs warning that the gunboat might not enter the River without permission. He asserted tribal authority over the River in these words:

'E hara a Waikato awa i a te kuini, erangi no nga Maori anake'. (The Waikato River does not belong to the Queen of England, it only belongs to Maori.)

Aspirations

- 2.61 To achieve recognition of the principle of te mana o te awa, Waikato-Tainui promotes the concept of a Korowai, a protective cloak laid over te awa tupuna, to respect and care for the River.
- 2.62 The plaited fibres of the Korowai reflect the strands in the whakapapa which unite the iwi with their River and with one another. The whenu (shoulder sash), which tie the korowai are held by the representatives of the Houses of Pootatau and Te Heuheu.
- 2.63 Thus the Korowai concept is tikanga based, giving effect to the tikanga of mana, whanaungatanga (kinship, relationship), kotahitanga (unity), manaakitanga (hospitality, to care for) and mana whakahaere (authority, control) under the leadership of Kiingitanga.
- 2.64 Within the Korowai other River tribes are thus assured of negotiating their own settlement outcomes with the Crown.
- 2.65 For all New Zealanders the Korowai allows the continuation of public access, navigation, recreation and fishing provided there is mutual respect for this concept.
- 2.66 The Korowai will ensure that the responsibilities, obligations and preservation of a whole and healthy Waikato River are carried by all.

Mana whakahaere

- 2.67 Mana whakahaere refers to the authority that Waikato-Tainui and other River tribes have established in respect of the River over many generations. Mana whakahaere entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of the River are maintained. It is based in recognition that if we care for the River, the River will continue to sustain the people.
- 2.68 In customary terms mana whakahaere is the exercise of control, access to and management of the River, including its resources in accordance with tikanga (values, ethics governing conduct), by each of the communities along the River to protect it and ensure its wellbeing. Customary fishing rights to tuna (eel), for instance were passed down through whakapapa from one generation to the next; and with them, the responsibility of kaitiaki (guardian of the taonga); tribal rights to tuna were associated with particular pa, and exercised to ensure conservation of the resource.
- 2.69 For Waikato-Tainui or Tainui iwi, mana whakahaere has long been exercised under the mana of the Kiingitanga.
- 2.70 Through this settlement with the Crown, mana whakahaere still provides a way forward for all River communities. The Waikato River Authority is intended to assist each river tribe in the exercise of its mana whakahaere in the 21st century, but no more than that. The tribes are not being asked to surrender their mana whakahaere to the Waikato River Authority. Through their own management of River resources and their own projects and programmes, and facilitated by the co-management arrangements for the River, the tribes will continue to exercise their mana whakahaere in accordance with tikanga as they always have. But through the Waikato River Authority they will also be able to act collectively as a united body to ensure the future health and wellbeing of the River in the future.

Unity: to respect and care for the Waikato River

- 2.71 To achieve recognition of the principle of te mana o te awa, Waikato-Tainui promotes the concept of a korowai, the protective cloak of Pootatau Te Wherowhero laid over te awa tupuna, to respect and care for the River.
- 2.72 The plaited fibres of the korowai reflect the strands in the whakapapa which unite the iwi with their River and with one another. The whenu which tie the korowai are held by the representatives of the Houses of Pootatau and Te Heuheu. The concept of the korowai is tikanga based, giving effect to the tikanga of mana, whanaungatanga, kotahitanga, manaakitanga and mana whakahaere under the leadership of Kiingitanga.
- 2.73 Holding to their own beliefs and respecting the beliefs of Waikato-Tainui, all Waikato River iwi are united in their commitment to respect and care for the River.

HISTORICAL ACCOUNT

Raupatu and the River: Invasion and War, Confiscation of Waikato Lands

- 2.74 Waikato-Tainui, as at 1840, possessed their River, and their lands in accordance with their tikanga along with other Waikato River iwi. The Treaty of Waitangi guaranteed in the Maori text “te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa” or in the English text “the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession”.
- 2.75 In July 1863, the Crown's military forces crossed the Mangataawhiri River. In the ensuing war of 1863-64, the Crown's forces attacked by both land and water. The Crown's armed steamers and barges played a crucial role in the invasion as they carried Crown forces and supplies up the Waikato River and into the Waipaa River, and shelled Waikato defences.
- 2.76 In December 1863, Crown forces occupied Ngaaruawaahia, the home of the King and the political centre of the Kiingitanga. During the war, many communities who supported the Kiingitanga were driven out of the Waikato. In 1864-65 military settlements, including Hamilton and Cambridge, were established on the Waikato River, and also on the Waipaa River.
- 2.77 Confiscation of Waikato lands followed in 1865. The Waikato confiscation area extended from the Hauraki Gulf to Karapiro in the east, via Pukekura, Oraakau and the Puuniu River to the south, and from Whaingaroa (Raglan) to Te Puuaha o Waikato in the west.

The Waikato River after Raupatu

- 2.78 From the time of the Raupatu, the Crown assumed control of, and exercised jurisdiction over, the Waikato River. The Crown developed legislation that affected the River and established bodies with authority and rights of management over the River and its ecosystems. During the 1950s and 1960s, the Crown began to address the pollution of the River, the impact of flooding on the area and the lack of consistent policy regarding the River. The Waikato Valley Authority was established to control the Waikato River and its tributaries. Waikato-Tainui did not have a formal, or decision-making role, on the bodies that were established.
- 2.79 Following the Raupatu and the cessation of hostilities, new settlers occupied the confiscated lands, and farms and towns were developed along the Waikato River. The River was used for farming, coal mining, power generation schemes, the discharge of waste, and domestic and industrial abstraction. The wetlands were drained, flood protection schemes were initiated and sand and shingle were removed. While all of these uses of the Waikato River contributed to the economic growth of New Zealand, they also contributed to the pollution and deterioration of the health of the Waikato River and have significantly impacted on the fisheries and plant life of the River.

THE WAIKATO-TAINUI EXPERIENCE OF RAUPATU

- 2.80 Though Raupatu did not change the beliefs and values of Waikato-Tainui, nor their unique relationship with their ancestral River, its impact on te mana whakahaere exercised by their communities was immediate.
- 2.81 The greatest impact of the Raupatu has been the Crown's assumption of authority over, and management of the River. Waikato-Tainui were excluded from decision-making and were not consulted as to their understanding of the River and its ecosystems. Waikato-Tainui rights and interests (whether at law, equity, custom or by the Treaty of Waitangi or otherwise), and the authority and control that they exercised to protect and ensure the well-being of the River and its resources, were denied.
- 2.82 Unable to protect the health of the River, Waikato-Tainui saw the decline of their rich fisheries, particularly eels and whitebait, which for generations had been central to their way of life. Communities could no longer depend on their fisheries to meet their obligations of manaakitanga.
- 2.83 The Crown failed to acknowledge the relationship of Waikato-Tainui with their River, and the responsibility of the iwi to protect the River. Waikato-Tainui beliefs and values were accorded neither recognition nor respect.
- 2.84 Though they have continued to assert their mana whakahaere in order to protect the Waikato River and all its resources under the mana of the Kiingitanga, according to their tikanga, Waikato-Tainui believe that their ability to meet their obligations to the Waikato River, as their Awa Tupuna (Ancestral River), and to ensure its well-being has been severely compromised. Waikato-Tainui feel this sense of injustice as strongly today as they did in the past.

WAIKATO-TAINUI COMMITMENT TO THE SEARCH FOR JUSTICE

- 2.85 Kiingitanga leaders have long sought to achieve justice for the Raupatu, and its consequences for the Waikato River. In 1865, Wiremu Tamihana petitioned parliament, laying out Kiingitanga grievances in respect of the war and its conduct, the failure of the Government to recognise the King, the taking of land, and the 'subjugation of the river'. Tamihana also stated that these actions had occurred despite promises that war would not be carried into the Waikato.
- 2.86 In 1881 King Tawhiao made peace with the Government, and made it clear to the Government subsequently that he wished it to recognise his authority within the Waikato, as far as the boundary of Mangatawhiri. In 1884 Tawhiao travelled to England to seek justice for Māori from Queen Victoria under the Treaty of Waitangi. In 1914 King Te Rata also made the trip for the same purpose, and was received by King George V.
- 2.87 Following the long-delayed return of the Kiingitanga to Ngaruawahia after the Raupatu, and the founding of Turangawaewae marae by the River during the 1920s, Te Puea Herangi of the kahui ariki petitioned parliament in 1929 seeking the restoration of fishing rights in the Waikato River.

WAIKATO-TAINUI DEED OF SETTLEMENT

- 2.88 In the changing legal and political landscape of New Zealand, Waikato-Tainui have always maintained the importance of their unique relationship with the River, and the need to respect and restore its well-being.
- 2.89 In 1973, the Electricity Department began construction of a power station at Huntly that would use water from the Waikato River in its cooling processes. Little consideration was given in the planning stages to Waikato-Tainui values and rights, or to the impact on the Māori communities at Waahi, in whose midst the power station would be constructed.
- 2.90 Robert Te Kotahi Mahuta, who led the Kiingitanga search for justice in his generation, appealed against the granting of water rights for the power station, upholding the significance of the River as the embodiment of tribal mana, and the importance of Waahi marae to the Kiingitanga, to the Waikato tribe and the Tainui confederation. In 1976 he applied to have the Maori Land Court investigate the title of the riverbed. The case was adjourned sine die.
- 2.91 In the early 1970s, there were limited avenues for redress available to iwi. The establishment of the Waitangi Tribunal in 1975 to investigate contemporary Māori claims offered Waikato-Tainui the opportunity, through the Treaty of Waitangi, of bringing their Raupatu grievance before the wider New Zealand public. In the Manukau claim, Waikato-Tainui sought findings on the damaging impacts of development and pollution of the waters and fisheries of the Manukau Harbour and the lower Waikato River, and the infringement of their tribal rights. Though they could not bring a historical claim because of the limited jurisdiction of the Tribunal at that time, they argued that the Raupatu had been the first step in a process of continuing loss. In their 1985 report, the Tribunal upheld their view, stating that “the claim in respect of current concerns cannot be severed from the earlier events of the past”.
- 2.92 From 1985, a new commitment by the Crown to addressing historical grievances brought hope to Waikato-Tainui that their Raupatu claim, which affected both lands and the River, might be resolved. Waikato-Tainui negotiated their claim directly with the Crown and reached settlement in 1995, excluding and preserving their claims in respect of the Waikato River.
- 2.93 From the late 1980s, Waikato-Tainui also sought to protect the River, and their Raupatu claim, through negotiation with the Crown, and through the courts, from the impact of the Government’s policy of privatisation of assets and corporatisation. In particular, Waikato-Tainui were concerned that their interests in the River would be depleted and that this would further alienate Waikato-Tainui from the River. The Crown agreed not to transfer water rights, issued in perpetuity, to any State enterprise. The new Resource Management regime included limits for the period for which water rights could be granted.
- 2.94 The Resource Management Act 1991 gave regional and local authorities substantial functions and powers over natural resources, including the power to grant resource consents for River use. The Act did not, however, provide for protection of te mana o te awa and te mana whakahaere of Waikato-Tainui. Since the Act came into effect, Waikato-Tainui have been involved as respondents in many consent hearings, seeking conditions which would protect the River.

WAIKATO-TAINUI DEED OF SETTLEMENT

- 2.95 In 1994, when Watercare Services required legislation to authorise the taking of water from the Waikato River for the new purpose of drought relief for Auckland, Waikato-Tainui gave their support, but again sought protection for their rights and interests in respect to the River.
- 2.96 When the Government issued a direction under the Electricity Industry Reform Act 1998 to split up the assets of the Electricity Corporation of New Zealand, as part of the settlement of judicial review proceedings initiated by Waikato-Tainui concerning the proposed split, the Crown provided an assurance that the proposal would not affect any rights or interests that Waikato-Tainui might have or claim in respect of the Waikato River, its water and bed.
- 2.97 From the 1860s to the present, Waikato-Tainui have continually sought justice for their Raupatu claim and protection for the River. The principles of te mana o te awa and mana whakahaere have long sustained the Waikato River claim, and they underlie the new regime to be implemented by this settlement.

CROWN ACKNOWLEDGEMENTS

- 2.97A The Crown acknowledgments in clauses 2.98 to 2.109 will be set out in the settlement legislation.
- 2.98 The Crown acknowledges that:
- 2.98.1 the historical claims of Waikato-Tainui to the Waikato River arise as a result of the Raupatu of the 1860s and its consequences; and
 - 2.98.2 the Crown's invasion of the Waikato in 1863 was by land and by the Waikato River which was a double blow to Waikato-Tainui as by the Raupatu the Crown assumed authority over both the land and the River.
- 2.99 The Crown acknowledges that in occupying and subsequently confiscating Waikato land it unjustly, and in breach of the Treaty of Waitangi, denied Waikato-Tainui their rights and interests in, and mana whakahaere over, the Waikato River; and that Waikato-Tainui never willingly or knowingly relinquished those rights and interests, nor their authority over the Waikato River.
- 2.100 The Crown acknowledges the importance to Waikato-Tainui of the principle of te mana o te awa arising from their relationship with the Waikato River. To Waikato-Tainui the Waikato River is a tupuna which has mana and in turn represents the mana and mauri of Waikato-Tainui; and to Waikato-Tainui the Waikato River is a single indivisible being that flows from Te Taheke Hukahuka to Te Puuaha o Waikato and includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, floodplains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.
- 2.101 The Crown acknowledges that to Waikato-Tainui, 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

WAIKATO-TAINUI DEED OF SETTLEMENT

lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture.

- 2.102 The Crown acknowledges that it has failed to respect, provide for and protect the special relationship of Waikato-Tainui with the Waikato River.
- 2.103 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 Waikato-Tainui people.
- 2.104 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 people's way of life and their ability to meet their obligations of manaakitanga; and that the decline has been a further source of distress to Waikato-Tainui.
- 2.105 The Crown seeks a settlement that will recognise and sustain the special relationship Waikato-Tainui have with the Waikato River. The Crown undertakes to provide assistance to Waikato-Tainui and to work with Waikato-Tainui to assist the restoration of their mana whakahaere.
- 2.106 The Crown acknowledges and respects the deeply felt obligation of Waikato-Tainui to protect te mana o te awa.
- 2.107 The Crown acknowledges that Waikato-Tainui wish to promote the concept of a korowai (cloak) to bring the River tribes together as an affirmation of their common purpose to protect te mana o te awa.
- 2.108 The Crown acknowledges the national importance of the Waikato River and its contribution to New Zealand's social, cultural, environmental and economic wellbeing.
- 2.109 The Crown acknowledges the vision, leadership and generosity of Waikato-Tainui in affirming and promoting the restoration and protection of the health and wellbeing of the Waikato River for future generations as the overarching purpose of this settlement.

NEW ERA OF CO-MANAGEMENT

- 2.110 The arrangements provided for in this deed reflect a commitment by the Crown and Waikato-Tainui to enter a new era of co-management over the Waikato River with the overarching purpose of the settlement being to restore and protect the health and wellbeing of the Waikato River for future generations.
- 2.111 Co-management requires more than consultation alone. The successful implementation of co-management through the arrangements provided for in this deed requires a new approach. Accordingly, the Crown and Waikato-Tainui acknowledge that co-management includes:
- 2.111.1 the highest level of good faith engagement; and
- 2.111.2 consensus decision-making as a general rule,

WAIKATO-TAINUI DEED OF SETTLEMENT

while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui and other Waikato River iwi.

2.112 The Crown and Waikato-Tainui further acknowledge that to be effective, co-management must be implemented and achieved as appropriate at a number of levels and across a range of management agencies, bodies and authorities, including (but without limitation) with respect to the following:

2.112.1 the processes for granting, transfer, variation and renewal of consents, licences, permits and other authorisations for all activities that will or could impact on the health and wellbeing of the Waikato River; and

2.112.2 the development, amendment and implementation of strategies, policy, legislation and regulations that will or could impact on the health and wellbeing of the Waikato River.

INTEGRITY OF THE SETTLEMENT

2.113 The settlement aims to enhance the relationship between the Crown and Waikato-Tainui and to restore the honour of the Crown.

2.114 The Crown and Waikato-Tainui share a commitment to act:

2.114.1 to protect the integrity of the settlement; and

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

KO EERAA ATU IWI O TE AWA

2.115 E whakaae ana Te Karauna me ngaa iwi o Waikato-Tainui, he hononga motuhake too teena, too teena o ngaa iwi o te awa, ki te awa. Kei teena aana tikanga tuku iho, kei teena aana, e haangai ana ki te awa. Kaaore teenei whakaaetanga aa-puka e whai ana ki te haukoti i eeraa hononga. Kaaore hoki e whai ana ki te paatai, ki te whakahaawe raanei i ngaa tikanga a ngaa iwi o te awa.

2.116 Kaaore e whaaia ana kia aukatihia te mana motuhake, ngaa whai takenga, te mana whakahaere raanei o ngaa iwi o te awa kaaore i hiahia ki te uru mai ki teenei whakataunga. Ko te aro mai a Te Karauna ki te hononga i waenganui i a Waikato-Tainui me Te Awa o Waikato te whaainga matua, hei tohu i te kotahitanga o te whakaaro ki te manaaki, ki te tiaki hoki i te awa.

OTHER WAIKATO RIVER IWI

2.117 The Crown and Waikato-Tainui acknowledge that each Waikato River iwi has its own unique relationship with the Waikato River and its own long established tikanga in relation to the Waikato 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 Waikato River iwi.

WAIKATO-TAINUI DEED OF SETTLEMENT

- 2.118 Recognition of the relationship between Waikato-Tainui and the Waikato River by the Crown is not intended to affect the rights, interests, or mana whakahaere of any Waikato River iwi who is not a party to the settlement, but is intended to reflect a unity of purpose to respect and care for the Waikato River.

3 SETTLEMENT REDRESS

OVERARCHING PURPOSE

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

SUMMARY OF REDRESS

- 3.2 The following redress is to be provided to Waikato-Tainui in settlement of the raupatu claims:

- 3.2.1 the acknowledgements of the Crown;
- 3.2.2 the commitment to co-management;
- 3.2.3 the recognition of the statement of significance of the Waikato River to Waikato-Tainui;
- 3.2.4 the legislative recognition of the vision and strategy for the Waikato River;
- 3.2.5 the co-governance arrangements, including the establishment of the Waikato River Authority;
- 3.2.6 the co-management arrangements, including the enhanced participation of Waikato-Tainui, through joint management agreements, in processes under the Resource Management Act, the establishment of an integrated river management plan and the recognition of the Waikato-Tainui environmental plan;
- 3.2.7 the recognition of the customary activities of Waikato-Tainui in relation to the Waikato River;
- 3.2.8 the Kiingitanga Accord;
- 3.2.9 the entry by the Ministers and officials of the Crown into the other accords with Waikato-Tainui; and
- 3.2.10 the commitments relating to lands and certain other assets.

4 STATEMENT OF SIGNIFICANCE OF THE WAIKATO RIVER TO WAIKATO-TAINUI

HE WHAKAMAARAMA NA NGAA IWI O WAIKATO-TAINUI MO TE AWA O WAIKATO

- 4.1 Clauses 4.3 and 4.4 contain a statement by Waikato-Tainui of the significance of the Waikato River to Waikato-Tainui. Clause 4.4 is a translation of clause 4.3.
- 4.2 The Crown recognises the statement of significance which will be set out in the settlement legislation.
- 4.3 The Maaori text of the statement is:

“Ka mau Te Pukapuka Whakaaetanga me oona Whakatau a Tikanga i ngaa Kupu whakahirahira mo Te Awa o Waikato ki ngaa Iwi o Waikato-Tainui.

He tuupuna noo ngaa iwi o Waikato-Tainui Te Awa o Waikato. E mau ana te mana te mauri me te kaha o te Iwi.

He mauri tu tahi e kore e wehea. Ka rere mai oona wai i Te wairere o Huka puta atu ki te Puuaha o Waikato. Ka hono haere ai ngaa wai o Te Awa o Waikato i ngaa parenga, i ngaa whaiawa, i nga momo takawai o raro, i ngaa rerenga, i ngaa waikeri, i ngaa wehenga, i ngaa roto, i ngaa ika, i ngaa tupunga otaota, i ngaa maania, i ngaa repo, i ngaa motu, i ngaa puna, i ngaa arawai o te awa, i ngaa ararangi o te awa, i ngaa tuaapapa o te awa, tae noa ki oona tohu a wairua me toona mauri.

Naa too maatou hononga ki te awa, naa too maatou manaaki i te awa te take ka tiaki i te mana o te awa, aa, ka riro maa maatou taua mana whakahaere i runga i ngaa tikanga tuku iho mo te awa.

No reira, naa too maatou hononga ki te awa hei kaitiaki te puutake o too maatou oranga a wairua, oranga a tinana, a, tae noa ki oo maatou tikanga a iwi katoa.”

- 4.4 The English translation of the statement is:

“The Waikato River is our tupuna (ancestor) which has mana (spiritual authority and power) and in turn represents the mana and mauri (life force) of Waikato-Tainui.

The Waikato River is a single indivisible being that flows from Te Taheke Hukahuka to Te Puuaha o Waikato (the mouth) and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, flood plains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being.

WAIKATO-TAINUI DEED OF SETTLEMENT

Our relationship with the Waikato River, and our respect for it, gives rise to our responsibilities to protect te mana o te Awa and to exercise our mana whakahaere in accordance with long established tikanga to ensure the well being of the River.

Our relationship with the River and our respect for it lies at the heart of our spiritual and physical wellbeing, and our tribal identity and culture.”

5 WAIKATO-TAINUI OBJECTIVES FOR THE WAIKATO RIVER

THE OBJECTIVES

- 5.1 The Waikato-Tainui objectives for the Waikato River are:
- 5.1.1 the restoration and protection of the health and wellbeing of the Waikato River;
 - 5.1.2 the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships;
 - 5.1.3 the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River;
 - 5.1.4 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 River;
 - 5.1.5 the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchment on the health and wellbeing of the River;
 - 5.1.6 the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;
 - 5.1.7 the protection and enhancement of significant sites, fisheries, flora and fauna; and
 - 5.1.8 the application to the above of both maatauranga Maaori and the latest available scientific methods.

AMENDMENTS

- 5.2 Waikato-Tainui may amend the Waikato-Tainui objectives for the Waikato River if:
- 5.2.1 Waikato-Tainui advises the Crown that it proposes to amend the Waikato-Tainui objectives for the Waikato River and provides to the Crown a copy of the proposed amendments; and
 - 5.2.2 the amendments proposed to the Waikato-Tainui objectives for the Waikato River are consistent with the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River.
- 5.3 Waikato-Tainui may provide to the Minister for the Environment a copy of any amendments made to the Waikato-Tainui objectives for the Waikato River, certified in

WAIKATO-TAINUI DEED OF SETTLEMENT

writing by the Waikato Raupatu River Trust to be the Waikato-Tainui objectives for the Waikato River for the purposes of this deed.

- 5.4 If the Minister for the Environment receives a certified copy of an amendment under clause 5.3 that complies with clause 5.2.2, the Minister for the Environment must make the amended Waikato-Tainui objectives for the Waikato River available for inspection by the public as soon as reasonably practicable.
- 5.5 The amendment becomes effective when the Minister makes it available for inspection under clause 5.4.

6 VISION AND STRATEGY FOR THE WAIKATO RIVER

BACKGROUND

- 6.1 The agreement in principle that preceded the 2008 deed included the formation of a Guardians establishment committee to develop a vision and strategy for the Waikato River. The committee comprised 8 appointees of the Crown, 4 appointees of Waikato-Tainui and 4 appointees of representative bodies of other Waikato River iwi.
- 6.2 The committee held a number of consultative hui, public open days, and meetings with various stakeholders. Additionally, submissions were called for and received. This consultation guided the Guardians establishment committee in preparing the vision and strategy.
- 6.3 The vision and strategy as approved by the Crown and Waikato-Tainui is set out in part 1 of the schedule.
- 6.4 The Crown and Waikato-Tainui have further agreed to certain provisions in this deed directed to:
- 6.4.1 the recognition of the vision and strategy as Te Ture Whaimana o Te Awa o Waikato; and
- 6.4.2 the inclusion of targets and methods as part of the vision and strategy.

STATUTORY RECOGNITION OF VISION AND STRATEGY

The vision and strategy is included in the settlement legislation

- 6.5 The settlement legislation will:
- 6.5.1 provide that the vision and strategy applies to the Waikato River and activities within its catchment affecting the Waikato River;
- 6.5.2 set out the vision and strategy in a schedule to the settlement legislation in the form set out in part 1 of the schedule to the deed; and
- 6.5.3 provide that the Governor-General may, from time to time on the advice of the Minister for the Environment in accordance with clause 6.13.6, by Order in Council, amend the schedule to the settlement 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

- 6.6 The settlement legislation will record that:

WAIKATO-TAINUI DEED OF SETTLEMENT

- 6.6.1 the Waikato River and its contribution to New Zealand's cultural, social, environmental and economic wellbeing is of national importance; and
- 6.6.2 the vision and strategy is Te Ture Whaimana o Te Awa o Waikato.
- 6.7 The settlement legislation will provide that:
 - 6.7.1 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
 - 6.7.2 the settlement legislation will be interpreted in a manner consistent with clause 6.7.1.

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

- 6.8 For the purposes of clause 6.9, 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.
- 6.9 The settlement legislation will provide that on and from the date that the settlement legislation comes into force:
 - 6.9.1 the vision and strategy in its entirety is deemed to be part of the Waikato Regional Policy Statement;
 - 6.9.2 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 6.9.1;
 - 6.9.3 to avoid doubt, the process set out in Schedule 1 of the Resource Management Act 1991 does not apply for the purposes of clause 6.9.1 or 6.9.2;
 - 6.9.4 the Waikato Regional Council must ensure that no part of the Waikato Regional Policy Statement is inconsistent with the vision and strategy;
 - 6.9.5 following the completion of the initial review of the vision and strategy referred to in clause 6.13.4(a) or a subsequent review of the vision and strategy referred to in clause 6.13.3:
 - (a) for the purposes of clause 6.9.4 the Waikato Regional Council must review and, if necessary, initiate an amendment to the Waikato Regional Policy Statement to give effect to clause 6.9.4; 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;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 6.9.6 any amendment referred to in clause 6.9.5 must be undertaken using the process set out in Schedule 1 of the Resource Management Act 1991;
- 6.9.7 a local authority must commence the review and amendment process referred to in clause 6.9.5 no later than 6 months after the completion of the initial review of the vision and strategy referred to in clause 6.13.4(a);
- 6.9.8 if by the time that a local authority commences a review referred to in clause 6.9.5 a joint management agreement between the Waikato Raupatu River Trust and that local authority is not in force under clause 8.4, then the local authority will:
- (a) convene a joint working party as provided for in clause 8.4.11(a);
 - (b) ensure that the local authority and the Waikato Raupatu River Trust 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, as provided for in clause 8.4.11(c); and
 - (c) discuss with the Waikato Raupatu River Trust the potential for the Waikato Raupatu River Trust to participate in the decisions on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 8.4.11(d);
- 6.9.9 a local authority must commence the review and amendment process referred to in clause 6.9.5 no later than 12 months after the completion of any subsequent review of the vision and strategy referred to in clause 6.13.3;
- 6.9.10 pending the completion of a review and amendment process referred to in clause 6.9.5(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;
- 6.9.11 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;
- 6.9.12 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;
- 6.9.13 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

WAIKATO-TAINUI DEED OF SETTLEMENT

- (b) a New Zealand coastal policy statement issued under section 52 of the Resource Management Act 1991;
 - 6.9.14 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;
 - 6.9.15 clause 6.9.14 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 6.9.14 (a) to (c);
 - 6.9.16 following the completion of a review of the vision and strategy under clauses 6.13.3 or 6.13.4(a) and any resulting amendments referred to in clause 6.9.5 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;
 - 6.9.17 clauses 6.9.1 to 6.9.16 have effect to the extent that the content of the vision and strategy relates to matters covered by the Resource Management Act 1991;
 - 6.9.18 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;
 - 6.9.19 to the extent that 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
 - 6.9.20 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.
- 6.10 The settlement legislation will provide that the obligations under clause 6.9 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

- 6.11 The settlement legislation will provide that:
- 6.11.1 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;
 - 6.11.2 a conservation management strategy or a conservation management plan made under an Act listed under clause 6.11.1 must not derogate from a statement of general policy created by clause 6.11.1;
 - 6.11.3 the requirement in clause 6.11.2 does not take effect for any statement of general policy made under clause 6.11.1 until the date that the strategy or plan is next reviewed or amended;
 - 6.11.4 the review or amendment process for a conservation management strategy or conservation management plan affected by clause 6.11.2 must commence:
 - (a) no later than 6 months after the completion of the initial review of the vision and strategy referred to in clause 6.13.4(a); and
 - (b) following the completion of any subsequent review of the vision and strategy under clause 6.13.3, no later than 12 months after the completion of the review of the vision and strategy under clause 6.13.3;
 - 6.11.5 pending the completion of a review or amendment process referred to in clause 6.11.4, 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;
 - 6.11.6 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;
 - 6.11.7 clauses 6.11.2 to 6.11.5 apply to a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 and a sports fish

WAIKATO-TAINUI DEED OF SETTLEMENT

management plan approved under section 17M of the Conservation Act 1987 as if those plans are conservation management plans; and

- 6.11.8 clauses 6.11.1 and 6.11.2 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

6.12 The settlement legislation will provide that:

- 6.12.1 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 6.12.2 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;

6.12.2 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;

6.12.3 clause 6.12.1 does not have effect in relation to:

- (a) the Resource Management Act 1991, where clause 6.9 affects the exercise of a power or function; and
- (b) the Acts specified in clause 6.11.1 where clauses 6.11.1 to 6.11.8 affect the exercise of a power or function; and.

Statement regarding the vision and strategy

6.12.4 where a local authority or other person has prepared or changed a document in accordance with the obligations under clauses 6.9 to 6.12, 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

6.13 The settlement legislation will provide that:

6.13.1 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;

WAIKATO-TAINUI DEED OF SETTLEMENT

- (c) to the extent that they are consistent within the overarching purpose of this settlement, must take into account:
 - (i) the Waikato-Tainui environmental plan;
 - (ii) other iwi environmental plans insofar as they relate to the Waikato River;
 - (iii) the Waikato-Tainui objectives for the Waikato River;
 - (iv) other iwi objectives for the Waikato River;
 - (v) the report of the scoping study undertaken in accordance with clause 7.18;
 - (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;
- 6.13.2 the Waikato River Authority may only make recommendations to amend the vision and strategy that are consistent with the overarching purpose of this settlement, being the restoration and protection of the health and wellbeing of the Waikato River for future generations;

Timing of reviews

- 6.13.3 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;
- 6.13.4 despite clause 6.13.3, the Waikato River Authority:
- (a) must within 3 months of the settlement date 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 6.13.4(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 completion of the previous review;

Initial review

- 6.13.5 in respect of the initial review of the vision and strategy undertaken under clause 6.13.4(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 6.13.4(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

- 6.13.6 the Minister for the Environment must advise the Governor-General to make an Order in Council under clause 6.5.3 to amend the vision and strategy if:
- (a) the Crown, Waikato-Tainui 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, Waikato-Tainui and the other appointers agree in writing with each other to accept the recommendation.

REFERENCES TO WAIKATO RIVER

6.14 In this part 6:

- 6.14.1 **“Waikato River”** means the Waikato River from Te Taheke Hukahuka to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu 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
- 6.14.2 **“catchment”** means the areas marked “A” and “B” on the SO plan.

7 GOVERNANCE ARRANGEMENTS

ESTABLISHMENT OF THE WAIKATO RIVER AUTHORITY

- 7.1 The settlement legislation will provide that a statutory body called the Waikato River Authority is established.
- 7.2 The settlement 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

- 7.3 The settlement legislation will provide that the purpose of the Waikato River Authority is to:
- 7.3.1 set the primary direction through the vision and strategy to achieve the restoration and protection of the health and wellbeing of the Waikato River for future generations;
- 7.3.2 promote an integrated, holistic and co-ordinated approach to the implementation of the vision and strategy and the management of the Waikato River; and
- 7.3.3 as trustee for the Waikato River Clean-Up Trust, fund rehabilitation initiatives for the Waikato River.

FUNCTIONS OF THE WAIKATO RIVER AUTHORITY

- 7.4 The settlement legislation will provide that:
- 7.4.1 the principal function of the Waikato River Authority is to achieve its purpose; and
- 7.4.2 the other functions of the Waikato River Authority are to:
- (a) engage with and provide advice to:
- (i) local authorities on amendments to planning documents under the Resource Management Act 1991 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

WAIKATO-TAINUI DEED OF SETTLEMENT

- (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, Waikato-Tainui and the other appointers on the results of the monitoring carried out under clause 7.4.2(c);
- (e) periodically review and, at the discretion of the Waikato River Authority, recommend to the Crown, Waikato-Tainui 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 7.6.4 and 7.6.6;

7.4.3 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 7.4.3(a), full rights, powers, and privileges.

7.5 The settlement legislation will provide that clause 7.4.3 applies subject to the provisions of the settlement legislation, any other enactment, and the general law.

RESOURCE CONSENT DECISION-MAKING

7.6 The settlement legislation will provide that:

7.6.1 clauses 7.6.2 to 7.6.8 apply only to applications to the Waikato Regional Council for resource consent:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (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;
- 7.6.2 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) Waikato-Tainui; or
 - (ii) iwi who appoint members of the Waikato River Authority;
- 7.6.3 no later than 5 business days after receiving an application for resource consent referred to in clause 7.6.1, the Waikato Regional Council must provide written notice to the Waikato River Authority and the Waikato Rauapatu River Trust stating that it has received that application;
- 7.6.4 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 7.6.1, 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 7.6.2; 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;
- 7.6.5 before appointing members to a committee under clause 7.6.4, 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;
- 7.6.6 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:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (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 7.6.6(b), the Waikato River Authority shall provide to the Minister the number of names of persons whose names are on the register referred to in clause 7.6.2 sought by the Minister under clause 7.6.6(b); and
 - (d) provided clause 7.6.6(c) has been complied with, the Minister must appoint to the board of inquiry:
 - (i) the person or persons identified by the Waikato River Authority under clause 7.6.6(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;
- 7.6.7 before making appointments to a board of inquiry under clause 7.6.6, 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;
- 7.6.8 except as provided for in this clause 7.6, the persons appointed pursuant to clause 7.6.4 will be treated in the same manner as persons appointed under section 149J of the Resource Management Act 1991; and
- 7.6.9 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 7.6.4 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 7.6.4(b), and may only be exercised in relation to those members appointed by the Waikato Regional Council under clause 7.6.4(a).

REVIEW OF WAIKATO RIVER AUTHORITY

- 7.7 Meetings will be held five yearly for the purposes set out in clause 7.8.
- 7.8 The purposes are to:
- 7.8.1 review the operations and outcomes of the Waikato River Authority;
 - 7.8.2 review how effectively the Waikato River Authority has achieved its purpose and functions; and
 - 7.8.3 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.
- 7.9 The first meeting is to be held on a date to be agreed by the Crown and Waikato-Tainui that is within six months of the submission of the first report by the Waikato River Authority under clause 7.4.2(d), with subsequent meetings to be held within six months of each subsequent report issued by the Waikato River Authority.
- 7.10 The proposed participants in the meetings are to be:
- 7.10.1 one individual nominated by Waikato-Tainui;
 - 7.10.2 one individual nominated by Maniapoto;
 - 7.10.3 one individual nominated by Raukawa;
 - 7.10.4 one individual nominated by Te Arawa;
 - 7.10.5 one individual nominated by Ngaati Tuuwharetoa;
 - 7.10.6 the Prime Minister or nominee;
 - 7.10.7 the Minister of Finance or nominee;
 - 7.10.8 the Minister for the Environment or nominee;
 - 7.10.9 the Minister of Maaori Affairs or nominee;
 - 7.10.10 the Chairperson of Environment Waikato or nominee; and
 - 7.10.11 any other individuals that Waikato-Tainui and the Crown agree should attend a particular meeting.

WAIKATO RIVER CLEAN-UP TRUST

Acknowledgement to Waikato-Tainui

- 7.11 The Crown acknowledges the vision of Waikato-Tainui in affirming the health and wellbeing of the Waikato River as the overarching purpose of this settlement and their leadership and generosity in the establishment under this deed of the Waikato River Authority and the Waikato River Clean-up Trust.

Establishment of trust

- 7.12 The settlement legislation will provide that:
- 7.12.1 on the settlement date 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;
 - 7.12.2 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 future generations;
 - 7.12.3 the Waikato River Authority will be the trustee of the Waikato River Clean-up Trust; and
 - 7.12.4 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.
- 7.13 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:
- 7.13.1 proposed by any applicants (including Waikato-Tainui, Maniapoto, Raukawa, Te Arawa , Ngaati Tuuwharetoa, 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;
 - 7.13.2 considered by the trustee under a process devised by the trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
 - 7.13.3 approved by the trustee after due consideration.
- 7.14 The Crown will settle on the trustee of the Waikato River Clean-up Trust for the purposes of that trust:
- 7.14.1 the sum of \$21,000,000, on the settlement date; and
 - 7.14.2 further sums of \$7,000,000 on each anniversary of the settlement date up to and including the 27th anniversary of the settlement date.

WAIKATO-TAINUI DEED OF SETTLEMENT

- 7.15 Upon receipt of the scoping study under clause 7.18, the Crown will consider whether any further contributions to the Waikato River Clean-up Trust should be made.
- 7.16 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 appropriate.
- 7.17 The Crown acknowledges that the establishment of the Waikato River Clean-up Trust has been negotiated by Waikato-Tainui for the health and well-being of the Waikato River, but for the avoidance of doubt the settlement of amounts by the Crown on the trustee of the Waikato River Clean-up Trust is not part of the redress provided to Waikato-Tainui in settlement of the raupatu claims and is not to be taken into account for the purpose of the relativity mechanism under the 1995 Deed.

Scoping study for clean-up fund

- 7.18 The Crown has commissioned and is funding an independent scoping study to:
- 7.18.1 identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and
 - 7.18.2 provide useful background information for the operation of the Waikato River Clean-up Trust.
- 7.19 The Guardians establishment committee is acting as a reference group for the scoping study pursuant to terms of reference issued jointly by the Crown and Waikato-Tainui.
- 7.20 The Crown will complete the scoping study referred to in clause 7.18 within 6 months of the date of this deed.
- 7.21 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 a reference body for the scoping study on the same terms of reference as the Guardians establishment committee.

MINISTER TO TABLE REPORTS

- 7.22 The settlement 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

- 7.23 In this part 7:
- 7.23.1 "**Waikato River**" means the Waikato River from Te Taheke Hukahuka to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu 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.

7.23.2 "catchment" means the areas marked "A" and "B" on the SO plan.

8 CO-MANAGEMENT ARRANGEMENTS

CO-MANAGEMENT

- 8.1 The deed reflects the commitment of the Crown and Waikato-Tainui 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 part of the deed provide a foundation for future co-management relationships between Waikato-Tainui, the Crown, local authorities and other agencies, but do not preclude those parties entering into co-management arrangements beyond the scope of this deed.

STRUCTURE OF THIS PART

- 8.2 The principle of co-management is recognised and expressed in this part through:
- 8.2.1 the Waikato-Tainui environmental plan;
 - 8.2.2 enhanced participation of the Waikato Raupatu River Trust through joint management agreements;
 - 8.2.3 the integrated river management plan;
 - 8.2.4 provision for the issuing of regulations; and
 - 8.2.5 the other matters specified in this part.

WAIKATO-TAINUI ENVIRONMENTAL PLAN

- 8.3 The settlement legislation will provide that:
- 8.3.1 the Waikato Raupatu River Trust may prepare and serve on a local authority, the Director-General of Conservation, the chief executive of the Ministry of Fisheries or any other relevant agency a Waikato-Tainui environmental plan;
 - 8.3.2 the Waikato-Tainui environmental plan will:
 - (a) be prepared by the Waikato Raupatu River Trust in consultation with Waikato-Tainui marae;
 - (b) may be reviewed and amended from time to time by the Waikato Raupatu River Trust; and
 - (c) be available to the public for inspection at the offices of Waikato-Tainui and the relevant agencies, including local authorities;

Effect of the Waikato-Tainui environmental plan

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

JOINT MANAGEMENT AGREEMENTS

- 8.4 The settlement legislation will provide that:

Obligation to enter joint management agreement

- 8.4.1 a joint management agreement will be in force between each of the local authorities referred to in clause 8.4.5 and the Waikato Raupatu River Trust no later than 18 months after the settlement date, unless the parties agree in writing to extend that period; and
- 8.4.2 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

- 8.4.3 a joint management agreement:
- (a) may only include matters relating to the Waikato River and activities within its catchment affecting the Waikato River;
 - (b) must cover the matters referred to in clause 8.4.4; and

WAIKATO-TAINUI DEED OF SETTLEMENT

- (c) may cover additional matters agreed in accordance with clauses 8.4.45 and 8.4.46;
- 8.4.4 the joint management agreement will provide for the local authority and the Waikato Raupatu River 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 8.4.7 and 8.4.8;
 - (b) preparation, review or change of a Resource Management Act planning document in accordance with clauses 8.4.10 to 8.4.14;
 - (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 8.4.15 to 8.4.19;
- 8.4.5 clause 8.4.1 applies to the Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, area "A" on the SO plan, but does not include the Auckland Council;

Principles for development and operation of joint management agreements

- 8.4.6 the local authority and the Waikato Raupatu River 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 settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
 - (b) respecting the mana whakahaere rights and responsibilities of Waikato-Tainui;
 - (c) promoting the principle of co-management as referred to in clauses 2.107 to 2.109;
 - (d) reflecting a shared commitment to:
 - (i) work together in good faith and a spirit of co-operation;
 - (ii) open, honest and transparent communication;
 - (iii) use their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner; and
 - (e) recognising that the joint management agreement operates within statutory frameworks, and the importance of complying with those

statutory frameworks, meeting statutory timeframes, and minimising delays and costs;

Monitoring and enforcement

- 8.4.7 clause 8.4.8 applies in relation to monitoring and enforcement relating to the Waikato River and activities within its catchment affecting the Waikato River;
- 8.4.8 the section of the joint management agreement in relation to monitoring and enforcement will provide for the relevant local authority and the Waikato Raupatu River 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 Waikato-Tainui in the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991;
 - (b) meet no less than twice each year to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991, including:
 - (i) the potential for the review of Resource Management Act planning documents; and
 - (ii) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices or the service of infringement notices;
 - (c) agree appropriate procedures for reporting back to the Waikato Raupatu River Trust on the enforcement action taken by the local authority;
 - (d) discuss and agree the role of the Waikato Raupatu River 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 Waikato Raupatu River Trust to participate in enforcement action under the Resource Management Act 1991;

WAIKATO-TAINUI DEED OF SETTLEMENT

8.4.9 the Waikato Raupatu River Trust and the local authority will each bear their respective costs in carrying out the matters provided for in clause 8.4.8.

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

8.4.10 clause 8.4.11 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;

8.4.11 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 Waikato Raupatu River 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 Waikato Raupatu River 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 Waikato Raupatu River 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;
- (d) that the local authority and the Waikato Raupatu River Trust will discuss the potential for the Waikato Raupatu River Trust to participate in the making of the decisions on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991;

8.4.12 to avoid doubt, clause 8.4.11 also applies to a variation to a proposed policy statement or proposed plan;

8.4.13 the Waikato Raupatu River Trust and the local authority will each bear their respective costs in participating in a joint working party under clause 8.4.11;

8.4.14 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will also provide for a mechanism for the Waikato Raupatu River Trust to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991;

Resource consent process

8.4.15 clauses 8.4.16 and 8.4.17 apply in relation to applications for resource consents for the activities specified in clause 8.4.18;

8.4.16 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 Waikato Raupatu River Trust a summary of applications for resource consents received by that local authority;
- (b) the information provided under clause 8.4.16(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 Waikato Raupatu River 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;
- (c) the local authority and the Waikato Raupatu River 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) section 95 to 95F (notification of applications for resource consent); and

WAIKATO-TAINUI DEED OF SETTLEMENT

- (vii) sections 127 and 128 (change, cancellation or review of consent conditions);

8.4.17 to avoid doubt, the criteria developed and agreed under clause 8.4.16(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.

8.4.18 clauses 8.4.16 and 8.4.17 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;

8.4.19 the Waikato Raupatu River Trust and the local authority will each bear their respective costs in carrying out the matters provided for in clause 8.4.16;

Process for finalising joint management agreement

8.4.20 within 30 business days of the settlement date the Waikato Raupatu River Trust and each local authority will convene a joint committee to commence the process for finalising the joint management agreement;

8.4.21 the Waikato Raupatu River 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 8.4.1, having particular regard to the principles set out in clause 8.4.6;

8.4.22 the Waikato Raupatu River 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;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 8.4.23 no later than 14 months after the settlement date, the Waikato Raupatu River Trust and the local authority will give notice in writing to the Minister for the Environment and the Waikato Raupatu River 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 8.4.1 to extend the date by which a joint management agreement will be in force;
- 8.4.24 where notice is given under clause 8.4.23(a), that notice must also specify the date upon which the joint management agreement is to come into force;
- 8.4.25 where notice is given under clause 8.4.23(b), the Minister for the Environment and the Waikato Raupatu River Trust, in consultation with the local authority, will work together to resolve any issue in dispute;
- 8.4.26 the process referred to in clause 8.4.25 may continue for a period of no more than two months, unless otherwise agreed in writing by the Minister for the Environment and the Waikato Raupatu River Trust;
- 8.4.27 where, at the expiration of the period referred to in clause 8.4.26, all matters relating to the joint management agreement have been resolved, the Waikato Raupatu River 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;
- 8.4.28 where, at the expiration of the period referred to in clause 8.4.26, 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 Waikato Raupatu River 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;
- 8.4.29 in making any determination under clause 8.4.28, the Minister for the Environment will have particular regard to the principles set out in clause 8.4.6;
- 8.4.30 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 Waikato Raupatu River Trust and the local authority;

- 8.4.31 where notice has been given under clause 8.4.23(c), not less than four months before the extended date by which a joint management agreement will be in force the Waikato Raupatu River Trust and the local authority will give notice in writing to the Minister for the Environment and the Waikato Raupatu River 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;
- 8.4.32 where notice is given under clause 8.4.31(b), the Minister for the Environment and the Waikato Raupatu River Trust, in consultation with the local authority, will work together to resolve any issue in dispute and the provisions of clauses 8.4.25 to 8.4.30 will apply with any necessary modification;
- 8.4.33 the Waikato Raupatu River Trust and the local authority may agree that a joint management agreement is to come into force in stages;
- 8.4.34 at the time that notice is given of the date upon which a joint management agreement is to come into force, the Waikato Raupatu River Trust and the local authority must also provide a copy of that agreement to the Minister for the Environment;

Suspension of joint management agreement

- 8.4.35 the Waikato Raupatu River 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;
- 8.4.36 in reaching any agreement under clause 8.4.35, the parties must specify the scope and duration of any such suspension;
- 8.4.37 to avoid doubt, there is no right to terminate a joint management agreement;

Waiver of rights under joint management agreement

- 8.4.38 the Waikato Raupatu River 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;

- 8.4.39 in giving any notice under clause 8.4.38, the Waikato Raupatu River Trust must specify the extent and duration of any such waiver;
- 8.4.40 the Waikato Raupatu River Trust may at any time revoke a notice of waiver by notice in writing to the local authority;

Legal framework for joint management agreement

- 8.4.41 nothing in sections 36B to 36E of the Resource Management Act 1991 apply to the joint management agreement;
- 8.4.42 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;
- 8.4.43 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;
- 8.4.44 a joint management agreement is enforceable between the parties to it;

Extension of joint management agreement

- 8.4.45 the Waikato Raupatu River 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;
- 8.4.46 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 8.4.35 to 8.4.44 and 8.4.47 to 8.4.51; but
 - (b) despite clause 8.4.37, 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 8.4.46(b) will affect the remaining part of the joint management agreement;
 - (d) prior to either party exercising a right of termination under clause 8.4.46(b), the parties will work together to seek to resolve any issue in a manner consistent with the principles set out in clause 8.4.6 and the dispute resolution process contained in the joint management agreement;

Review and amendment of joint management agreement

- 8.4.47 the Waikato Raupatu River Trust and the local authority may at any time agree in writing to undertake a review of the joint management agreement;

- 8.4.48 where, as a result of a review, the Waikato Raupatu River 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;
- 8.4.49 following an amendment to the joint management agreement, the Waikato Raupatu River 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

- 8.4.50 to avoid doubt, the provisions in this clause 8.4 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 Waikato Raupatu River Trust under the Resource Management Act 1991, or engaging in any other co-management arrangement with the Waikato Raupatu River Trust under any legislation; and

Exercise of powers in certain circumstances

- 8.4.51 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.

INTEGRATED RIVER MANAGEMENT PLAN

- 8.5 The settlement legislation will provide that:
- 8.5.1 an integrated river management plan is to be prepared and approved for the Waikato River and its catchment within 3 years of the settlement date;

Purpose of the integrated river management plan

- 8.5.2 the purpose of the integrated river management plan is to achieve an integrated approach between Waikato-Tainui, relevant Crown agencies and local authorities to the management of aquatic life, habitats and natural resources within the Waikato River consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations;

Components of the integrated river management plan

- 8.5.3 the integrated river 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 the Waikato Raupatu River Trust and any appropriate agency, including territorial authorities, responsible for administering or exercising functions, power and duties under any legislation that affects the Waikato River and activities in its catchment that affect the Waikato River (**other component**);

Process for development and approval of the integrated river management plan

- 8.5.4 the integrated river management plan will be developed together by the Waikato Raupatu River Trust, 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;
- 8.5.5 the integrated river management plan will be approved as one whole plan in the following manner:
- (a) the conservation component will be approved jointly by the Waikato Raupatu River Trust and the Minister of Conservation;
 - (b) the fisheries component will be approved jointly by the Waikato Raupatu River Trust and the Minister of Fisheries;
 - (c) the regional council component will be approved jointly by the Waikato Raupatu River Trust and the Waikato Regional Council; and
 - (d) any other component will be approved jointly by the Waikato Raupatu River Trust and any other agency;
- 8.5.6 despite clause 8.5.5, if the Waikato Raupatu River Trust and a relevant agency have not been able to agree a component of the integrated river management plan, the Waikato Raupatu River Trust and the other relevant agencies may prepare, notify or approve any components in respect of which agreement has been reached;

- 8.5.7 the integrated river 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;
- 8.5.8 any review of or amendment to the integrated river management plan may be initiated by agreement between Waikato-Tainui and the relevant agency;

Effect of the integrated river management plan

- 8.5.9 the effect of the integrated river management plan is as follows:
- (a) the conservation component of the integrated river 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 integrated river 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 integrated river management plan; and
- 8.5.10 any other component of the integrated river management plan will have the effect agreed between Waikato-Tainui and the relevant agency.

LOCAL GOVERNMENT ACT 2002

- 8.6 Following the signing of this Deed of Settlement, the Crown will facilitate a discussion between the Waikato Raupatu River Trust and relevant local authorities on:
- 8.6.1 whether joint working parties could be established in relation to the preparatory stages of relevant functions and powers including long term council community plans and annual plans under the Local Government Act 2002; and
 - 8.6.2 identifying opportunities for the Waikato Raupatu River 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.

REGULATIONS

- 8.7 The settlement legislation will provide:
- 8.7.1 that within 80 business days of settlement date, regulations will be made for the Waikato River and its catchment in relation to the management of fisheries subject to the Fisheries Act 1996 including:

- (a) provision for Waikato-Tainui to manage customary fishing through the issuing of customary fishing authorisations;
 - (b) provision for Waikato-Tainui to recommend to the Minister of Fisheries the making of bylaws restricting or prohibiting fishing; and
 - (c) provision that the Minister of Fisheries will make the bylaws recommended by Waikato-Tainui under clause 8.7.1(b), unless the Minister of Fisheries considers that an undue adverse effect on fishing would result if the proposed bylaws were made; and
- 8.7.2 for the power to make regulations for the Waikato River and its catchment for the management of aquatic life, habitats, and natural resources managed under the conservation legislation consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.

PUBLIC AUTHORITIES

- 8.8 The settlement legislation will provide that the Waikato River Authority and the Waikato Raupatu River Trust are:
- 8.8.1 public authorities for the purposes of the Resource Management Act 1991; and
 - 8.8.2 public bodies for the purposes of clause 30 of schedule 7 of the Local Government Act 2002.

REFERENCES TO THE WAIKATO RIVER

- 8.9 In this part 8:
- 8.9.1 **“Waikato River”** means the Waikato River from Karapiro to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the area marked “A” on the SO plan.
 - 8.9.2 **“catchment”** means the area marked “A” on the SO plan.

9 ACCORDS

KIINGITANGA ACCORD

- 9.1 The Crown and Waikato-Tainui acknowledge that on 22 August 2008 they entered into the Kiingitanga Accord to enhance and sustain the relationship between Waikato-Tainui, under the mana of the Kiingitanga, and the Crown.
- 9.2 The Kiingitanga Accord is collateral to this deed and its purpose is to:
- 9.2.1 oversee and protect the integrity of the agreements set out in the deed of settlement and the settlement legislation;
 - 9.2.2 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;
 - 9.2.3 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
 - 9.2.4 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.
- 9.3 The Crown and Waikato-Tainui acknowledge that at the date of this deed:
- 9.3.1 the Minister of Conservation and the Director-General of Conservation have entered into a conservation accord with Waikato-Tainui in satisfaction of the requirements of clauses 2(b) and 6 of the schedule to the Kiingitanga Accord;
 - 9.3.2 the Minister of Fisheries and the Chief Executive of the Ministry of Fisheries have entered into a fisheries accord with Waikato-Tainui in satisfaction of the requirements of clauses 2(a) and 7 of the schedule to the Kiingitanga Accord;
 - 9.3.3 the Minister for Arts, Culture and Heritage and the Chief Executive of the Ministry of Culture and Heritage have entered into a taonga tuku iho accord with Waikato-Tainui in satisfaction of clause 2(e) of the schedule to the Kiingitanga Accord;
 - 9.3.4 the Minister for Maaori Affairs and the Chief Executive of Te Puni Kookiri have entered into a Maaori affairs accord with Waikato-Tainui pursuant to clause 9.4 of the 2008 deed;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 9.3.5 the Board of Trustees of the New Zealand Historic Places Trust Pouhere Taonga has entered into a memorandum of understanding with Waikato-Tainui;
- 9.3.6 pursuant to clauses 9.4 of this deed and clauses 2 to 4 of the schedule to the Kiingitanga Accord the Crown will enter into further accords through the Minister for the Environment, the Minister for Land Information, the Minister of Local Government, the Minister of Agriculture, the Minister of Biosecurity, the Minister of Energy, and the Commissioner of Crown Lands; and
- 9.3.7 clauses 12.1 to 12.26 of this deed satisfy the requirements of clauses 10 to 17 of the schedule to the Kiingitanga Accord.

OTHER ACCORDS

- 9.4 The Crown and Waikato-Tainui will enter into the remaining accords provided for in the schedule to the Kiingitanga Accord. As soon as possible after the date of this deed the Crown will actively engage with Waikato-Tainui to ensure that the accords provided for in the schedule to the Kiingitanga Accord are entered into as expeditiously as possible, but no later than the settlement date.
- 9.5 The Crown acknowledges that Waikato-Tainui requested accords to be developed with a much wider range of Ministers and agencies, including key economic and social portfolios. The Crown:
- 9.5.1 will determine with Waikato-Tainui the development of further accords; and
- 9.5.2 support Waikato-Tainui to establish memoranda of understanding with local authorities and other relevant agencies.

10 RECOGNITION OF CUSTOMARY ACTIVITIES

STATUTORY AUTHORISATION FOR CUSTOMARY ACTIVITIES

10.1 The settlement legislation will provide that:

10.1.1 members of Waikato-Tainui may carry out the customary activities on the Waikato River specified in part 7 of the schedule of this deed ("**authorised customary activities**");

10.1.2 clause 10.1.1 applies despite:

- (a) sections 9 to 17 of the Resource Management Act 1991;
- (b) a rule in any regional or district plan;
- (c) the requirement for any permit or authorisation under the Reserves Act 1977;
- (d) a navigational bylaw; or
- (e) except as provided for in clause 10.5, the requirement for any permit or authorisation under any other legislation;

10.1.3 by written notice on or before 30 November each year, the Waikato Raupatu River Trust will notify the relevant local authorities and any administering bodies of relevant reserves, of the authorised customary activities that will occur in the 12 month period commencing on 1 January of the following year and the likely dates and locations of those activities ("**annual notice**");

10.1.4 upon receipt of the annual notice, the Waikato Regional Council or any relevant administering body will not grant a resource consent or permit or otherwise authorise an activity:

- (a) at the locations and on the dates specified in the annual notice; and
- (b) that would have the effect of preventing or would have a significant adverse effect on the carrying out of an authorised customary activity specified in the annual notice,

without the consent of the Waikato Raupatu River Trust;

10.1.5 by written notice as soon as is practicable but no less than 20 business days before the exercise of each authorised customary activity, the Waikato Raupatu River Trust will notify the Waikato Regional Council and any relevant administering body of the precise dates and locations on which the authorised customary activities will occur ("**confirmation notice**");

WAIKATO-TAINUI DEED OF SETTLEMENT

- 10.1.6 upon receipt of the confirmation notice and no less than 10 business days before the exercise of the authorised customary activity specified in the confirmation notice, the Waikato Regional Council and any relevant administering body will give public notice of the proposed exercise of the authorised customary activity;
- 10.1.7 no coastal occupation charge provided for in a regional coastal plan or other charge will be able to be imposed on a member of Waikato-Tainui exercising an authorised customary activity specified in a confirmation notice; and
- 10.1.8 in relation to an authorised customary activity, the Waikato Raupatu River Trust will have the right to:
- (a) determine who will be able to exercise the authorised customary activity;
 - (b) specify conditions on the exercise the authorised customary activity; and
 - (c) limit or suspend, in whole or in part, an authorised customary activity for any reason.

STATUTORY AUTHORISATION FOR CERTAIN STRUCTURES

- 10.2 The settlement legislation will provide that:
- 10.2.1 members of Waikato-Tainui may continue to use their traditional whitebait stands and eel weirs that exist in the Waikato River as at the date of this deed ("**authorised structures**"); and
- 10.2.2 clause 10.2.1 applies despite sections 9 to 17 of the Resource Management Act 1991 or a rule in regional or district plan.

TANGIHANGA AND HARI TUUPAAPAKU

- 10.3 The settlement legislation will acknowledge that:
- 10.3.1 members of Waikato-Tainui carry out on the Waikato River tribally significant tangihanga (funeral ceremonies) or hari tuupaapaku (transportation of human remains); and
- 10.3.2 the activities specified in clause 10.3.1 include:
- (a) launching and using waka and support craft; and
 - (b) erecting and using associated temporary structures including barges and temporary jetties on the Waikato River at the place of departure and at Taupiri
- ("Tangihanga and Hari Tuupaapaku").

10.4 The settlement legislation will provide that:

10.4.1 the activities specified in clauses 10.3.1 and 10.3.2, when approved by the Waikato Raupatu River Trust, may be carried out despite:

- (a) sections 9 to 17 of the Resource Management Act 1991;
- (b) a rule in any regional or district plan;
- (c) the requirement for any permit or authorisation under the Reserves Act 1977;
- (d) a navigational bylaw; or
- (e) except as provided for in clause 10.5, the requirement for any permit or authorisation under any other legislation; and

10.4.2 any future statutory authorisation granted by a local authority in respect of the use of the Waikato River shall be deemed to include a condition stating that where the part of the Waikato River to which the statutory authorisation relates is required by Waikato-Tainui for the purpose of Tangihanga and Hari Tuupaapaku:

- (a) the Tangihanga or Hari Tuupaapaku will take precedence over the activity covered by the statutory authorisation; and
- (b) the local authority may suspend the statutory authorisation for a period of no more than five business days if the activity covered by the statutory authorisation will prevent or have a significant adverse effect on the carrying out of the Tangihanga or Hari Tuupaapaku.

HEALTH AND SAFETY

10.5 The settlement legislation will provide that nothing in clauses 10.1 to 10.4 affects any obligation to comply with any relevant legislation in relation to health and safety and the safety of authorised structures.

PROCESS TO DEAL WITH SIGNIFICANT ADVERSE EFFECTS ON THE ENVIRONMENT

10.6 The settlement legislation will provide that:

10.6.1 clause 10.6.2 applies where the Waikato Raupatu River Trust or the Minister for the Environment considers that:

- (a) a significant adverse effect on the environment has arisen or is likely to arise from the carrying out of an authorised customary activity or the use of an authorised structure; or

WAIKATO-TAINUI DEED OF SETTLEMENT

- (b) a significant adverse effect on the environment has arisen or is likely to arise that affects the ability of members of Waikato-Tainui to carry out an authorised customary activity or use an authorised structure

("potential effect"); and

10.6.2 in the event that clause 10.6.1 applies:

- (a) the Waikato Raupatu River Trust or the Minister for the Environment may give notice in writing to the other party of the potential effect;
- (b) the Waikato Raupatu River Trust and the Minister will agree a process for investigating and if necessary addressing the potential effect;
- (c) the Waikato Raupatu River Trust and the Minister may seek and obtain any information considered relevant, including through the commissioning of reports, for the purpose of assessing the nature and extent of any potential effect; and
- (d) the Waikato Raupatu River Trust and the Minister will work in a constructive and timely manner to seek to address any potential effect that has arisen or is likely to arise.

STATUTORY RECOGNITION OF AUTHORISED CUSTOMARY ACTIVITIES

10.7 The settlement legislation will:

10.7.1 provide a Crown acknowledgement of:

- (a) the importance of the authorised customary activities and the use of authorised structures to Waikato-Tainui; and
- (b) the importance of the authorised customary activities and the use of the authorised structures as an integral part of the relationship of Waikato-Tainui with the Waikato River; and

10.7.2 provide that all persons exercising functions and powers under the Resource Management Act 1991 and in relation to navigational bylaws will recognise and provide for the matters set out in clauses 10.7.1(a) and (b).

JOINT MANAGEMENT AGREEMENT

10.8 The settlement legislation will provide that the joint management agreement between the Waikato Raupatu River Trust and each relevant local authority provided for in clause 8.4.1 will include a process:

10.8.1 for the parties to explore:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) whether other customary activities could be carried out by Waikato-Tainui on the Waikato River without the need for a statutory authorisation from the local authority; and
 - (b) in particular, whether other customary activities could be provided for as permitted activities in relevant regional plans or district plans;
- 10.8.2 to avoid the grant of a statutory authorisation by the Waikato Regional Council to any person in relation to whitebait stands or eel weirs that gives rise to a significant adverse effect on the use of an authorised structure by members of Waikato-Tainui;
- 10.8.3 for the Waikato Raupatu River Trust and the Waikato Regional Council to explore the potential for the Waikato Raupatu River Trust to exercise in whole or in part the functions of the harbourmaster in relation to the exercise of authorised customary activities;
- 10.8.4 for the participation of the Waikato Raupatu River Trust in the development, review and amendment of the navigational bylaws relating to the Waikato River;
- 10.8.5 for the participation of the Waikato Raupatu River Trust in the development, review and amendment of a management plan for a reserve under the Reserves Act 1977 covering part of the Waikato River, where the local authority is the administering body for that reserve;
- 10.8.6 to discuss the carrying out by the Waikato Raupatu River Trust or the local authority of activities or initiatives directed to the restoration or enhancement of the Waikato River, including but not limited to riparian planting, pest control and wetland restoration; and
- 10.8.7 for the development of appropriate protocols between the Waikato Raupatu River Trust and the local authority relating to the customary practice of placing raahui (restrictions) in relation to any part of the Waikato River.

WAIKATO-TAINUI FLORA CULTURAL HARVEST PLAN

- 10.9 The settlement legislation will provide:
 - 10.9.1 for the Waikato Raupatu River Trust and the Director-General to jointly prepare and agree a plan for the cultural harvest of flora material within conservation protected areas in the Waikato River and its catchment ("**flora cultural harvest plan**"); and
 - 10.9.2 for the flora cultural harvest plan to:
 - (a) identify sites for cultural harvest within conservation protected areas;
 - (b) identify permitted methods for and quantities of cultural harvest within those areas;

WAIKATO-TAINUI DEED OF SETTLEMENT

- (c) identify monitoring requirements; and
 - (d) include any other matters relevant to the cultural harvest of flora material as agreed between the Waikato Raupatu River Trust and the Director-General;
- 10.9.3 for any member of Waikato-Tainui authorised to do so by the Waikato Raupatu River Trust to harvest flora material:
 - (a) in accordance with the flora cultural harvest plan; and
 - (b) without a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977 or Wildlife Act 1953;
- 10.9.4 that where the Director-General or the Waikato Raupatu River Trust identify any conservation issue arising from or affecting the harvest of flora pursuant to the flora cultural harvest plan:
 - (a) the Director-General and the Waikato Raupatu River Trust will engage for the purposes of seeking to address that conservation issue;
 - (b) the Director-General and the Waikato Raupatu River Trust will endeavour to develop solutions to address that conservation issue, which may include:
 - (i) the Director-General considering restricting the granting of other authorisations for the take of flora materials; and
 - (ii) the Director-General and the Waikato Raupatu River Trust agreeing to amend the flora cultural harvest plan;
- 10.9.5 that where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the completion of the process set out in clause 10.9.4:
 - (a) the Director-General may give notice in writing to the Waikato Raupatu River Trust that the identified components of the flora cultural harvest plan are suspended; and
 - (b) from the date set out in the notice under clause 10.9.5(a), clause 10.9.3 will not apply in respect of those components of the flora cultural harvest plan that have been suspended;
- 10.9.6 that where the Director-General takes action under clause 10.9.5, the Director-General and the Waikato Raupatu River Trust will continue to engage and will seek to resolve any conservation issue so that any suspension under clause 10.9.5(a) can be revoked by the Director-General as soon as is practicable; and

WAIKATO-TAINUI DEED OF SETTLEMENT

10.9.7 for the Waikato Raupatu River Trust and the Director-General to review the flora cultural harvest plan from time to time as agreed between the parties, but at intervals of no more than two years from the plan coming into force, or the completion of the last review, as the case may be.

10.10 For the purposes of clause 10.9:

10.10.1 "**conservation protected area**" means:

- (a) a conservation area under the Conservation Act 1987;
- (b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or
- (c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953;

10.10.2 "**cultural harvest**" means the take and use of flora materials for cultural purposes;

10.10.3 "**flora material**" means parts of plants harvested in accordance with the flora cultural harvest plan; and

10.10.4 "**flora**" means plants of any kind including aquatic plants, fungi, algae, lichen, angiosperms, gymnosperms, ferns, fern allies and mosses.

REGULATIONS

10.11 The settlement legislation will provide:

10.11.1 that where the regulations referred to in clause 8.7.2 provide for the use of wildlife materials or marine mammal materials for cultural purposes, then any use undertaken in accordance with those regulations will not require a permit or other authorisation under the conservation legislation, but must be consistent with those regulations; and

10.11.2 that the regulations must not permit or authorise the hunting or killing of wildlife other than in accordance with the Wildlife Act 1953.

10.12 For the purposes of clause 10.11:

10.12.1 "**wildlife**" has the same meaning as in section 2(1) of the Wildlife Act 1953; but does not include the wildlife specified in Schedules 1 and 5 of that Act;

10.12.2 "**wildlife materials**" means the body or a part of the body of dead wildlife;

10.12.3 "**marine mammal**" has the same meaning as in section 2(1) of the Marine Mammals Protection Act 1978; and

WAIKATO-TAINUI DEED OF SETTLEMENT

10.12.4 “**marine mammal materials**” means bone, teeth or baleen obtained from dead marine mammals that beach from time to time in the mouth of the Waikato River.

REFERENCES TO THE WAIKATO RIVER

10.13 In this part 10, “**Waikato River**” means the Waikato River from Karapiro to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the area marked “A” on the SO plan.

11 REVIEW

- 11.1 The Crown and Waikato-Tainui will arrange for their representatives to meet to discuss this deed.
- 11.2 The purpose of meetings will be to:
- 11.2.1 review the measures taken under this deed and the settlement legislation; and
 - 11.2.2 consider if any action should be taken so that the integrity of the settlement is protected.
- 11.3 Participants in the meetings are to be:
- 11.3.1 five individuals nominated by Waikato-Tainui;
 - 11.3.2 the Prime Minister or nominee;
 - 11.3.3 the Minister of Finance or nominee;
 - 11.3.4 the Minister for the Environment or nominee;
 - 11.3.5 the Minister of Maaori Affairs or nominee;
 - 11.3.6 the Chairperson of Environment Waikato or nominee; and
 - 11.3.7 any other individuals that Waikato-Tainui and the Crown agree should attend a particular meeting.
- 11.4 Either the Crown or Waikato-Tainui may give a notice calling for a meeting and the meeting shall be held on a date to be agreed between the Crown and Waikato-Tainui which shall not be more than three months after the date of the notice.
- 11.5 A notice calling for a meeting shall be given so that a meeting is held within six months of the date upon which the Waikato River Authority first submits a report under clause 7.4.2(d), and subsequently within six months of each subsequent report.
- 11.6 Despite clauses 11.4 and 11.5, only one meeting shall be held in any period of twelve months.
- 11.7 The Crown and Waikato-Tainui shall conduct a review of the arrangements for those meetings 15 years after the first meeting to:
- 11.7.1 discuss whether the meetings have been successful in achieving their purpose;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 11.7.2 whether changes to the arrangements for meetings should be made to assist with achieving their purpose; and
- 11.7.3 whether or not there is still a need to hold the meetings.

12 ARRANGEMENTS RELATING TO CERTAIN ASSETS

CROWN-OWNED RIVER-RELATED LAND

Background

- 12.1 The Kiingitanga Accord, at paragraphs 10 to 17 of the schedule, set out a process for identifying Crown-owned land adjacent to the Waikato River, including sites of significance, with a view to establishing co-management arrangements in respect of the identified land and exploring the possibility of vesting sites of significance in Waikato-Tainui if the Crown disposes of the land on which the site is located.
- 12.2 The Crown and Waikato-Tainui agree that clauses 12.4 to 12.26 give effect to the matters set out in paragraphs 10 to 17 of the schedule to the Kiingitanga Accord.
- 12.3 The arrangements in respect of the land identified under the Kiingitanga Accord process are given effect to in clauses 12.4 to 12.26 by:
- 12.3.1 vesting the fee simple estate in the agreed sites of significance in the Waikato Raupatu River Trust:
- (a) in some cases to be managed and administered as a local purpose reserve under the Reserves Act 1977; and
 - (b) otherwise, subject to arrangements allowing the Waikato Regional Council to manage them for soil conservation and river control purposes;
- 12.3.2 vesting other river-related land, without charge, in the Waikato Raupatu River Trust and immediately afterwards vesting that land, by way of gift from Waikato-Tainui, in the Waikato Regional Council;
- 12.3.3 providing that if any part of the land that the Waikato Raupatu River Trust gifts to the Waikato Regional Council under clause 12.3.2 is no longer required by the Waikato Regional Council for soil conservation and river control purposes the Waikato Regional Council must in accordance with this part 12 transfer, by way of gift, that part to the Waikato Raupatu River Trust; and
- 12.3.4 requiring the Waikato Regional Council to enter into co-management arrangements with the Waikato Raupatu River Trust in respect of the properties vested under clauses 12.3.1 and 12.3.2; and
- 12.3.5 providing for the inclusion in the arrangements of land that is subsequently found to have been inadvertently omitted.

Definitions

12.4 In clauses 12.5 to 12.26 and in parts 8 and 9 of the schedule:

"co-management agreement" means the agreement to be entered into under clause 12.19;

"Crown-owned river-related land" means land referred to in clause 12.10;

"encumbrance" means a lease, tenancy, licence, licence to occupy, easement, covenant or other lawful right affecting a managed property and, in the case of a site of significance, described in the list referred to in clause 12.7.1 and existing as at the date of this deed;

"fee simple site" means a site of significance the description of which appears next to "Ministry for the Environment" in the first column of the table in subpart A of part 8 of the schedule;

"managed property" means a property described in the table in subpart A of part 9 of the schedule;

"reserve site" means a site of significance the description of which appears next to "Land Information New Zealand" or "Department of Conservation" in the first column of the table in subpart A of part 8 of the schedule;

"site of significance" means a property described in the table in subpart A of part 8 of the schedule; and

"Waikato River" means:

- (a) the body of water known as the Waikato River flowing continuously or intermittently from Karapiro to Te Puuaha o Waikato shown as located within the area marked "A" on the SO plan;
- (b) all tributaries, streams, and watercourses flowing into that part of the Waikato River to the extent they are within the area marked "A" on the SO plan, other than the Waipaa River south of its junction with the Puuniu River;
- (c) lakes and wetlands within the area marked "A" on the SO plan; and
- (d) the beds and banks of the water bodies described in (a) to (c) of this definition.

Sites of Significance

12.5 The settlement legislation will provide that on the settlement date:

12.5.1 the fee simple estate in the sites of significance vest in the Waikato Raupatu River Trust;

12.5.2 the reserve sites are declared together a single reserve and classified as a local purpose reserve;

WAIKATO-TAINUI DEED OF SETTLEMENT

12.5.3 the specific local purpose for the purpose of clause 12.5.2 is:

- (a) the protection and preservation in perpetuity of the intrinsic worth and cultural values to Waikato-Tainui of, and the preservation and enabling of public access to and along, the Waikato River; and
- (b) in particular, as a contribution to the maintenance of the natural functioning of the Waikato River:
 - (i) the protection of the habitats of the species that typify the lower Waikato River;
 - (ii) the protection of any associated archaeological and historic values; and
 - (iii) the protection of the value of the reserve as a soil conservation and river control area; and

12.5.4 despite section 16(10) of the Reserves Act 1977, the reserve created by clause 12.5.2 is named the Waikato-Tainui Whenua Raahui Reserve.

12.6 The settlement legislation will also provide for the matters set out in subpart B of part 8 of the schedule in relation to the sites of significance.

12.7 As soon as practicable after the date of this deed:

12.7.1 the Crown will provide the Waikato Raupatu River Trust with a list of all encumbrances affecting the sites of significance; and

12.7.2 the Crown will provide the disclosure information for those sites of significance in respect of which the Crown had not yet provided the information at the date of this deed.

12.7A After the date of this deed the Minister of Conservation will explore with the Waikato Raupatu River Trust the possibility of, and method of giving effect to, the revocation of the reserve created by clause 12.5.2 and the replacement of that reserve status with a declaration that the reserve sites are protected private land under section 76 of the Reserves Act 1977 subject to the terms of an agreement entered into between the Minister and the Waikato Raupatu River Trust.

12.7B The exploration of the matters set out in clause 12.7A will be subject to the arrangements contained in the accord with the Minister of Conservation and Director-General.

Managed properties

12.8 The settlement legislation will provide that on the settlement date:

12.8.1 the fee simple estate in the managed properties vests in the Waikato Raupatu River Trust;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 12.8.2 the fee simple estate in the managed properties subsequently immediately vests in the Waikato Regional Council; and
 - 12.8.3 the vesting under clause 12.8.2 is a gift by Waikato-Tainui to the Waikato Regional Council.
- 12.9 The settlement legislation will also provide for the matters set out in subpart B of part 8 of the schedule in relation to the managed properties.
- 12.10 The Crown must procure that the Minister for Treaty of Waitangi Negotiations give advice to the Governor-General under clause 7.1 of subpart B of part 8 of the schedule from time to time and in respect of each parcel of land that the Crown and the Waikato Raupatu River Trust agree:
- 12.10.1 is part of or adjacent to or related to the Waikato River; and
 - 12.10.2 is owned by, or vested in, the Crown on the date of this deed; and
 - 12.10.3 is still owned by, or vested in, the Crown; and
 - 12.10.4 should therefore be a managed property for the purposes of this deed.

General provisions relating to sites of significance and managed properties

- 12.11 The Crown must administer and maintain each site of significance and managed property between the date of this deed and the settlement date:
- 12.11.1 in substantially the same condition, including the condition and state of title, as it is in at the date of this deed (subject to events beyond the control of the Crown); and
 - 12.11.2 in accordance with the Crown's existing management and administration practices for that site.
- 12.12 The Waikato Raupatu River Trust will not have any recourse or claim against the Crown in relation to the state or condition of a site of significance or managed property except for a breach of clause 12.11.
- 12.13 The Crown warrants to the Waikato Raupatu River Trust that:
- 12.13.1 at the date of this deed, the disclosure information comprises all the material information relating to the sites of significance that is in the Crown's records as owner; and
 - 12.13.2 where the disclosure information reveals that the sites of significance are contaminated and the Crown has not taken any steps to remedy or mitigate the contamination, the Crown is not entitled to require the Waikato Raupatu River Trust to take any steps to remedy or mitigate the contamination.
- 12.14 Except as provided in clause 12.13, the Crown gives no representation or warranty (whether express or implied) with respect to:

WAIKATO-TAINUI DEED OF SETTLEMENT

- 12.14.1 a site of significance or a managed property including as to its ownership, management, occupation, physical condition, fitness for use or compliance with:
- (a) any legislation including by-laws; or
 - (b) any enforcement or other notice, requisition or proceeding issued by an authority; or
- 12.14.2 the completeness or accuracy of the disclosure information relating to a site.
- 12.15 The Waikato Raupatu River Trust acknowledge that (although the Crown is not giving any representation or warranty in relation to any site of significance or a managed property except as provided in clause 12.13) the Trust had the opportunity prior to the date of this deed (in addition to being able to examine the disclosure information) to:
- 12.15.1 inspect each site of significance; and
 - 12.15.2 determine its state and condition.
- 12.16 Other than as provided under this deed, the Crown is not under any duty to make arrangements for access by Waikato-Tainui to a site of significance or managed property following its vesting in the Waikato Raupatu River Trust.
- 12.17 If the boundaries of a site of significance or a managed property have not been determined sufficiently for the purpose of creating a computer freehold register, the Crown will arrange for the boundary to be determined to the appropriate standard including if necessary arranging for:
- 12.17.1 it to be surveyed; and
 - 12.17.2 the survey plan to be prepared and approved (and, where applicable, deposited).
- 12.18 The Crown will pay any survey and registration costs, and any other costs agreed by the Crown and Waikato-Tainui, required to vest the site in the Waikato Raupatu River Trust or in the Waikato Regional Council.

Co-management

- 12.19 The settlement legislation will provide that:

Obligation to enter co-management agreement

- 12.19.1 no later than 12 months after the settlement date, or such later date as may be agreed between the Waikato Raupatu River Trust and the Waikato Regional Council, those parties will enter into a co-management agreement relating to:
- (a) the fee simple sites and the managed properties; and

- (b) the reserve sites for the purpose only of clause 6.1 of subpart B of part 8 of the schedule;

Scope of co-management agreement

12.19.2 the co-management agreement must contain provisions that:

- (a) further the exercise of mana whakahaere by Waikato-Tainui;
- (b) promote soil conservation and river control in a manner that is consistent with the restoration and protection of the health and wellbeing of the Waikato River for future generations;
- (c) provide appropriate protection for, and recognition of, sites of significance;
- (d) relate to the exercise of rights under clause 6.2 of subpart B of part 8 of the schedule to ensure the value of the sites of significance to Waikato-Tainui is preserved; and
- (e) promote the resolution of disputes;

Process for bringing co-management agreement into effect

12.19.3 the Waikato Regional Council and the Waikato Raupatu River Trust will work together in a positive and constructive manner to finalise the co-management agreement within the timeframe specified in clause 12.19.1;

12.19.4 the Waikato Regional Council and the Waikato Raupatu River Trust may resort to any facilitation, mediation or other process considered by them to be appropriate in the process of finalising the co-management agreement;

12.19.5 no later than 10 months after the settlement date, or such later date as may be agreed between the Waikato Raupatu River Trust and the Waikato Regional Council, those parties will give notice to the Minister for the Environment:

- (a) confirming that all matters relating to the co-management agreement have been agreed and are contained in a written document signed by the Waikato Regional Council and Waikato Raupatu River Trust; or
- (b) identifying:
 - (i) 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; and
 - (ii) the matters that nonetheless have been agreed;

12.19.6 on the date notice is given under clause 12.19.5(a), the written document becomes the co-management agreement;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 12.19.7 where notice is given under clause 12.19.5(b), the Minister for the Environment, the Waikato Raupatu River Trust and the Waikato Regional Council will work together to resolve the issues in dispute;
- 12.19.8 the process referred to in clause 12.19.7 may continue for a period of no more than two months;
- 12.19.9 where, at the expiration of the two month period referred to in clause 12.19.8, all matters relating to the co-management agreement have been resolved and are contained in a written document signed by the Minister for the Environment, the Waikato Raupatu River Trust and the Waikato Regional Council, that document becomes the co-management agreement on the date that it is signed;
- 12.19.10 where, at the expiration of the two month period referred to in clause 12.19.8, an issue remains in dispute, the Minister must:
- (a) make a determination on the issue in dispute; and
 - (b) on the basis of that determination, sign a written document containing all matters that had been identified as agreed in clause 12.19.5(b) and all matters in dispute determined by the Minister, and
- deliver the written document to Waikato Regional Council and the Waikato Raupatu River Trust;
- 12.19.11 on the date the document is signed under clause 12.19.10 it becomes the co-management agreement; and
- 12.19.12 the co-management agreement is enforceable in accordance with its terms.

Additional properties

- 12.20 The table in part 10 of the schedule describes further properties that continue to be owned by the Crown, and that the Crown and Waikato-Tainui agree should be subject to the arrangements contained in the accord with the Minister of Conservation and Director-General.
- 12.21 During the 12 month period commencing on the date of this deed the Crown and Waikato-Tainui will seek to agree whether there are:
- 12.21.1 any other sites owned by the Crown that:
 - (a) are part of or adjacent to or related to the Waikato River; and
 - (b) are owned by, or vested in, the Crown on the date of the deed; and
 - (c) are still owned by, or vested in, the Crown; and
 - 12.21.2 any other sites in respect of which the Crown has a reversionary interest that are part of or adjacent to or related to the Waikato River.

WAIKATO-TAINUI DEED OF SETTLEMENT

12.22 During that 12 month period:

12.22.1 the Crown will explore with Waikato-Tainui and agree co-management arrangements in respect of the properties agreed under clause 12.21 as being potentially capable of being subject to co-management arrangements; and

12.22.2 the Crown will explore with Waikato-Tainui the possibility of vesting specified sites of significance located on the properties agreed under clause 12.21 if the Crown disposes of the property on which the site is located.

12.23 Where the property identified under clause 12.22.1:

12.23.1 is administered by the Department of Conservation the property will be covered by clause 12.20; and

12.23.2 is administered by Land Information New Zealand the development of the co-management arrangements for the property should be subject to the arrangements contained in the accord to be entered into with the Commissioner of Crown Lands.

12.24 In respect of sites listed as reversionary interest sites in the table in part 10 of the schedule, or the sites with a reversionary interest identified under clause 12.21.2, the Crown and Waikato-Tainui will only explore co-management arrangements if and when the reserve status is revoked.

12.25 Waikato-Tainui acknowledges that the Crown may be constrained:

12.25.1 in giving effect to co-management arrangements by the outcome of its assessment of overlapping interests and restrictions or impediments; and

12.25.2 in its consideration of the possibility of vesting sites of significance by the number, value or strategic importance of the sites.

12.26 The parties agree that clauses 12.20 to 12.25 do not apply to land covered by clauses 12.21.1 to 12.21.3 but acquired by the Crown after the date of this deed, but that the parties are not precluded from exploring whether co-management arrangements should apply to that land.

12.26A If before the date on which the Crown proposes the settlement legislation for introduction under clause 14, the Crown discovers, and notifies the Waikato Raupatu River Trust, that a fee simple site, a managed property or a property referred to in clause 12.20 was in private ownership on the date of this deed ("**private property**"), then the property is deemed to be removed from the part of the schedule in which it is described. If a private property is removed from a schedule, the Crown must explain to Waikato Raupatu River Trust how it mistakenly believed the land was Crown land and, if the property was disposed of by the Crown after 30 June 2009, give details of the date and circumstances of disposal.

DISPOSITIONS

Background Statement

12.27 The Crown and Waikato-Tainui acknowledge that:

- 12.27.1 they have different concepts and views regarding relationships with the Waikato River (which the Crown would seek to describe as including “ownership”); and
- 12.27.2 the settlement is not intended to resolve those differences and is primarily concerned with management of the Waikato River to restore and protect the health and wellbeing of the River for future generations and to recognise the special relationship of Waikato-Tainui with the Waikato River; and
- 12.27.3 references to land being owned by, or vested in, the Crown in this deed are for convenience only and do not derogate from clause 12.27.1 and 12.27.2.

Definitions

12.28 For the purpose of clause 12.29:

12.28.1 **affected owner** means:

- (a) the Crown;
- (b) a Crown entity as defined in the Crown Entities Act 2004; and
- (c) a state enterprise within the meaning of the State-Owned Enterprises Act 1986;

12.28.2 **dispose of or create a property right or interest:**

- (a) in relation to a Crown entity or state enterprise includes only activities:
 - (i) that relate to an asset held by that entity or enterprise; and
 - (ii) the nature of which are such that the entity or enterprise would either in the ordinary course, or as a result of a statutory requirement or under a statement of intent or otherwise, consult with the responsible Minister or the shareholding Ministers, as the case may be; and
- (b) does not include:
 - (i) any decision where consideration is required to be given to the vision and strategy under part 6; and
 - (ii) any decision relating to a permit under the Crown Minerals Act 1991; and

12.28.3 Waikato River means:

- (a) the body of water known as the Waikato River flowing continuously or intermittently from Karapiro to Te Puuaha o Waikato shown as located within the area marked "A" on the SO plan;
- (b) all tributaries, streams, and watercourses flowing into that part of the Waikato River to the extent they are within the area marked "A" on the SO plan, other than the Waipaa River south of its junction with the Puuniu River;
- (c) lakes and wetlands within the area marked "A" on the SO plan; and
- (d) the beds and banks of the water bodies described in (a) to (c) of this definition.

Restrictions on dispositions

12.29 The settlement legislation will provide that an affected owner must not dispose of or create a property right or interest in the Waikato River, or commence any statutory or other process to dispose of or create a property right or interest in the Waikato River unless the affected owner has first engaged with Waikato-Tainui in accordance with the principles described in the Kiingitanga Accord.

RIGHT OF FIRST REFUSAL OVER LEASEHOLD ESTATE IN HUNTLY POWER STATION

Definitions

12.30 For the purpose of clause 12.31:

12.30.1 **Huntly Power Station** means the leasehold estate comprised in computer interest register 74694 (South Auckland) including all lessee's fixtures and improvements;

12.30.2 **owner** means:

- (a) the registered proprietor of the Huntly Power Station on the settlement date; and
- (b) a Crown body who becomes the registered proprietor of the Huntly Power Station pursuant to a transfer under clause 12.31.1(a).

Settlement legislation

12.31 The settlement legislation will provide that:

12.31.1 where the owner proposes to transfer the Huntly Power Station, or any part of it, to any person other than:

- (a) a Crown body; or

WAIKATO-TAINUI DEED OF SETTLEMENT

- (b) a person who has, at the settlement date, a legal right to acquire the Huntly Power Station,

the owner shall give to the Waikato Raupatu River Trust notice of the proposed transfer setting out the price and other proposed terms of transfer and offering to transfer the Huntly Power Station to the Trust on those terms;

12.31.2 where, within two months after the date on which the Waikato Raupatu River Trust receives a notice under clause 12.31.1 from the owner (time being of the essence), the Trust:

- (a) accepts the offer set out in the notice by giving written notice of acceptance to the body; or
- (b) otherwise agrees with the owner in writing to purchase the Huntly Power Station concerned,

a contract for the sale and purchase of the Huntly Power Station shall be thereby constituted between the owner and the Trust and that contract may be enforced accordingly;

12.31.3 if, within two months after the date on which the Waikato Raupatu River Trust receives a notice under clause 12.31.1 from the owner (time being of the essence), a contract for the sale and purchase of the Huntly Power Station to which the notice relates is not constituted under clause 12.31.2, the owner:

- (a) may, at any time during the period of 2 years following the expiry of two months from the date of receipt of the notice under clause 12.31.1 by the Trust, transfer the Huntly Power Station to any person they wish on terms not more favourable to the purchaser than those set out in that notice; but
- (b) may not transfer the Huntly Power Station after the expiry of that 2-year period without first re-offering it to the Trust in accordance with clause 12.31.1, and clause 12.31.2 and this clause 12.31.3 shall apply to any such re-offer;

12.31.4 where the owner:

- (a) has offered to transfer the Huntly Power Station, or any part of it, to the Waikato Raupatu River Trust under clause 12.31.1; and
- (b) wishes to again offer the Huntly Power Station for transfer, but on terms more favourable to the purchaser than the terms of the first offer,

the owner may do so, so long as it first re-offers the Huntly Power Station for transfer on the more favourable terms to the Trust in accordance with clause 12.31.1; and clauses 12.31.2 and 12.31.3 shall apply to any such re-offer;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 12.31.5 the obligation of the owner under clauses 12.31.1-12.31.4 in respect of the Huntly Power Station, or any part of it, shall terminate on the completion of the sale of the land:
- (a) to the Waikato Raupatu River Trust; or
 - (b) in accordance with clause 12.31.1(b); or
 - (c) in accordance with clause 12.31.3,
- whichever first occurs;
- 12.31.6 nothing in this clause 12.31 affects or derogates from, and the rights created by this clause 12.31 are subject to the rights of any holders of mortgages or other securities over the Huntly Power Station provided that the owner will require any such holders of mortgages or other securities to complete and deliver to the Waikato Raupatu River Trust a deed of covenant or similar assurance in a form satisfactory to the Waikato Raupatu River Trust (acting reasonably) that the holder of any such mortgage or other securities will be bound by and will perform and observe the owner's obligations under this clause 12.31;
- 12.31.7 nothing in this clause 12.31 affects or derogates from the right of the Crown to sell or otherwise dispose of an owner, or requires the Crown to offer to the Waikato Raupatu River Trust the owner that is to be sold or otherwise disposed of;
- 12.31.8 where the Huntly Power Station, or any part of it:
- (a) becomes, under clause 12.31.2, subject to a contract for the sale and purchase; or
 - (b) is transferred (without breaching this section) to any person that is not a Crown body,
- this section shall cease to apply to the Huntly Power Station;
- 12.31.9 as soon as reasonably practicable after the settlement date, the Registrar-General shall note on the computer interest register for the Huntly Power Station, the words "Subject to section [X] of the [settlement legislation] (which provides for the interest to be offered for transfer to the Waikato Raupatu River Trust in certain circumstances)";
- 12.31.10 where the Huntly Power Station, or any part of it, is to be transferred (without breaching this clause 12.31) to any person other than a Crown body:
- (a) the transferor shall notify the chief executive of Land Information New Zealand of the transfer; and
 - (b) the chief executive shall issue to the Registrar-General a certificate stating that the land is to be so transferred;

12.31.11 on receipt of a certificate under clause 12.31.10 the Registrar-General shall delete by endorsement the words previously noted on the computer interest register for the land in accordance with clause 12.31.9; and

12.31.12 whenever the chief executive of Land Information New Zealand issues a certificate to the Registrar-General under clause 12.31.10, the Registrar-General shall send a copy of the certificate to the Waikato Raupatu River Trust.

RIGHT OF FIRST REFUSAL OVER MINING LICENCE

Definitions

12.32 For the purpose of clause 12.33:

12.32.1 **licence** means the existing privilege under the Crown Minerals Act 1991 registered under number 37152; and

12.32.2 **licence holder** means:

- (a) the holder of the licence on the settlement date; and
- (b) a Crown body to which the licence is transferred pursuant to a transfer under clause 12.33.1.

Settlement legislation

12.33 The settlement legislation will provide that:

12.33.1 where the licence holder proposes to transfer the licence to any person other than:

- (a) a Crown body; or
- (b) a person who has, at the date on which this section comes into force, a legal right to acquire the licence,

the licence holder shall give to the Waikato Raupatu River Trust notice of the proposed transfer setting out the price and other proposed terms of transfer and offering to transfer the licence to the Trust on those terms;

12.33.2 where, within two months after the date on which the Waikato Raupatu River Trust receives a notice under clause 12.33.1 from the licence holder (time being of the essence), the Trust:

- (a) accepts the offer set out in the notice by giving written notice of acceptance to the body; or
- (b) otherwise agrees with the owner in writing to purchase the licence,

a contract for the sale and purchase of the licence shall be thereby constituted between the owner and the Trust and that contract may be enforced accordingly;

12.33.3 to avoid doubt, section 89 of the Coal Mines Act 1979 continues to apply to a contract constituted under clause 12.33.2;

12.33.4 if, within two month after the date on which the Waikato Raupatu River Trust receives a notice under clause 12.33.1 from the licence holder (time being of the essence), a contract for the sale and purchase of the licence to which the notice relates is not constituted under clause 12.33.2, the licence holder:

(a) may, at any time during the period of 2 years following the expiry of two months from the date of receipt of the notice clause 12.33.1 by the Trust, transfer the licence to any person it wishes on terms not more favourable to the purchaser than those set out in that notice; but

(b) may not transfer the licence after the expiry of that 2-year period without first re-offering it to the Trust in accordance with clause 12.33.1, and clauses 12.33.2,12.33.3 and this clause 12.33.4 shall apply to any such re-offer;

12.33.5 where the licence holder:

(a) has offered to transfer the licence, to the Waikato Raupatu River Trust under clause 12.33.1;

(b) wishes to again offer the licence for transfer, but on terms more favourable to the purchaser than the terms of the first offer,

the licence holder may do so, so long as it first re-offers the licence for transfer on the more favourable terms to the Trust in accordance with clause 12.33.1, and clauses 12.33.2-12.33.4 shall apply to any such re-offer;

12.33.6 the obligation of the owner under clauses 12.33.1-12.33.5 in respect of a licence, shall terminate on the completion of the transfer of the licence:

(a) to the Waikato Raupatu River Trust; or

(b) in accordance with clause 12.33.1(b); or

(c) in accordance with clause 12.33.4,

whichever first occurs;

12.33.7 nothing in this clause 12.33 affects or derogates from, and the rights created by this section are subject to, the rights of any holders of mortgages or other charges over the licence;

12.33.8 nothing in this clause 12.33 affects or derogates from the right of the Crown to sell or otherwise dispose of an owner, or requires the Crown to offer to

WAIKATO-TAINUI DEED OF SETTLEMENT

the Waikato Raupatu River Trust the owner that is to be sold or otherwise disposed of; and

12.33.9 where the licence:

- (a) becomes, under clause 12.33 .2, subject to a contract for the sale and purchase; or
- (b) is transferred (without breaching this section) to any person that is not a Crown body,

this clause 12.20.9 shall cease to apply to the licence.

RELATIVITY MECHANISM

12.34 Nothing in this part 12 is to be taken into account for the purposes of the relativity mechanism under the 1995 Deed.

13 RATIFICATION OF THE SETTLEMENT AND THE WAIKATO RAUPATU RIVER TRUST

THIS DEED HAS BEEN RATIFIED

13.1 Waikato-Tainui confirms that:

13.1.1 at a meeting of Waikato-Tainui Te Kauhanganui Incorporated:

- (a) on 16 August 2008, Waikato-Tainui Te Kauhanganui resolved on behalf of Waikato-Tainui:
 - (i) to approve the proposed terms of the settlement in relation to the Waikato River between Waikato-Tainui and the Crown recorded in the 2008 deed;
 - (ii) to authorise the mandated negotiators to negotiate the final form of the deed of settlement and, subject to the approval of Te Arataura (which was given on 21 August 2008), to execute the 2008 deed for and on behalf of Te Kauhanganui, Ngaa Marae Toopu and Waikato-Tainui; and
- (b) on 28 November 2009, Waikato-Tainui Te Kauhanganui resolved on behalf of Waikato-Tainui to approve conditionally the proposed revised terms of settlement recorded in this deed;
- (c) on 8 December 2009, Te Arataura resolved:
 - (i) to approve the proposed revised terms of settlement recorded in this deed;
 - (ii) to authorise the mandated negotiators to negotiate the final form of this deed and execute this deed for and on behalf of Waikato-Tainui conditional on the approval of Te Kauhanganui.

13.2 The Crown confirms that it is satisfied with the mandate of the mandated signatories from Waikato-Tainui to sign this deed on behalf of Waikato-Tainui.

REDRESS AGREED TO BY CABINET

13.3 The Crown confirms that the redress to be provided under this deed was agreed to by Cabinet on 30 November 2009.

WAIKATO RAUPATU RIVER TRUST

- 13.4 Pursuant to the 2008 deed, Waikato-Tainui established the Waikato Raupatu River Trust by deed on 29 August 2008.
- 13.5 Following the signing of the 2008 deed, the Waikato Raupatu River Trust signed a deed of covenant under which the Waikato Raupatu River Trust agreed, among other matters, to comply with their obligations under the 2008 deed.
- 13.6 The Crown has confirmed its satisfaction that the Waikato Raupatu River Trust is:
- 13.6.1 appropriate to carry out the role given it under the 2008 deed and the settlement legislation and, in particular, provided for appropriate;
 - (a) representation of, and accountability to Waikato-Tainui; and
 - (b) decision-making, and dispute resolution processes; and
 - 13.6.2 approved by Waikato-Tainui to carry out the role given to it under the 2008 deed.
- 13.7 Within 1 month of the date of this deed the Waikato Raupatu River Trust must sign a new deed of covenant in the form set out in part 11 of the schedule (under which the Waikato Raupatu River Trust agrees, among other matters, to comply with its obligations under this deed).
- 13.8 The settlement legislation will provide that all references to the 2008 deed in the trust deed for the Waikato Raupatu River Trust will be deemed, where appropriate, to include reference to this deed.

ROLE OF WAIKATO RAUPATU RIVER TRUST

- 13.9 Where the context admits, references to Waikato-Tainui mean references to the Waikato Raupatu River Trust acting on behalf of Waikato-Tainui.
- 13.10 The Waikato Raupatu River Trust:
- 13.10.1 confirm the agreements and acknowledgements made by Waikato-Tainui under this deed; and
 - 13.10.2 agree to comply with their obligations in this deed.

14 SETTLEMENT LEGISLATION

INTRODUCTION OF SETTLEMENT LEGISLATION

- 14.1 The Crown must (subject to clause 14.2) propose a bill for introduction or a supplementary order paper amending the bill introduced under the 2008 deed, within six months (and earlier if possible) after the date of this deed.

CONTENT AND COMING INTO FORCE OF THE SETTLEMENT LEGISLATION

- 14.2 The bill proposed for introduction by the Crown, or the bill introduced under the 2008 deed amended by supplementary order paper proposed by the Crown for introduction, must:

14.2.1 include all matters required by this deed to be included in the settlement legislation;

14.2.2 include a provision that the settlement legislation will be interpreted in a manner that best furthers the overarching purpose of the settlement and is consistent with the principles set out in the Kiingitanga Accord;

14.2.3 include a provision that the settlement legislation or parts of it come into force on a date or dates to be appointed by the Governor-General by one or more Orders in Council on the advice of the Minister of Treaty of Waitangi Negotiations; and

14.2.4 be in a form that:

(a) Waikato-Tainui has notified the Crown is satisfactory to Waikato-Tainui; and

(b) is satisfactory to the Crown.

- 14.3 The Crown must procure that the Minister of Treaty of Waitangi Negotiations does not advise the Governor-General to make an Order in Council under clause 14.2.3 in respect of the part or parts of the settlement legislation which implement part 16 of this deed until:

14.3.1 the Crown and Waikato-Tainui have agreed in writing that the matters set out in the schedule to the Kiingitanga Accord have been completed to their satisfaction; and

14.3.2 the Crown has received the result of the scoping study under clause 7.18 of this deed.

WAIKATO-TAINUI TO SUPPORT SETTLEMENT AND OTHER LEGISLATION

14.4 Waikato-Tainui must support the passage through Parliament of:

14.4.1 the settlement legislation; and

14.4.2 any other legislation required to:

- (a) give effect to this deed;
- (b) achieve certainty in respect of the obligations undertaken by a party;
- (c) achieve a final and durable settlement; or
- (d) maintain the integrity of the settlement.

15 FUNDING

SIR ROBERT MAHUTA ENDOWMENT

- 15.1 Pursuant to the 2008 deed, the Crown has settled the sum of \$20,000,000 on the Waikato Raupatu River Trust.
- 15.2 The Crown and Waikato-Tainui affirm that the settlement on the Waikato Raupatu River Trust will:
- 15.2.1 support the vision of Sir Robert Mahuta for the Waikato Endowed Colleges at Hopuhopu, as an educational centre within a national and international community of scholars, providing leadership, innovation, research and scholarship in indigenous development and practices; and
 - 15.2.2 in particular, support the special focus of the Waikato Endowed Colleges on the Waikato River, including research, management practices on improving the health and wellbeing of the Waikato River, and Waikato-Tainui tribal histories associated with the Waikato River.

RIVER INITIATIVES FUND

- 15.3 Pursuant to the 2008 deed the Crown has settled the amount of \$10,000,000 on the Waikato Raupatu River Trust.
- 15.4 On the settlement date, the Crown will settle a further amount of \$40,000,000 on the Waikato Raupatu River Trust.
- 15.5 The terms of the settlement of the sums referred to in clauses 15.3 and 15.4 will require the Waikato Raupatu River Trust to apply the amounts settled for the purposes of:
- 15.5.1 cultural and environment development projects related to the Waikato River;
 - 15.5.2 enhancing the restoration and protection of the relationship of Waikato-Tainui with the Waikato River; and
 - 15.5.3 protecting and enhancing sites of significance, fisheries, flora and fauna.

CO-MANAGEMENT FUNDING

- 15.6 The Crown will settle on the Waikato Raupatu River Trust:
- 15.6.1 the sum of \$3,000,000 on the settlement date; and

WAIKATO-TAINUI DEED OF SETTLEMENT

15.6.2 further sums of \$1,000,000 on each anniversary of the settlement date up to and including the 27th anniversary of the settlement date, such annual amount to be reviewed after two years following settlement date.

15.7 The terms of the payments will require the Waikato Raupatu River Trust to apply the payments in engaging in the co-management and other arrangements under this deed and the settlement legislation.

EX GRATIA PAYMENT

15.8 Pursuant to the 2008 deed, the Crown has paid to the Waikato Raupatu Lands Trust, the sum of \$2,800,000 as a contribution to the negotiation expenses of Waikato-Tainui in finalising the 2008 deed.

RELATIVITY MECHANISM

15.9 The payments under this part 15 (including payments made pursuant to the 2008 deed) and clause 7.14 are not redress provided to Waikato-Tainui in settlement of the raupatu claims and are not to be taken into account for the purpose of the relativity mechanism under the 1995 Deed.

16 SETTLEMENT

THE RAUPATU CLAIMS RELATING TO THE WAIKATO RIVER ARE SETTLED

16.1 Waikato-Tainui agrees that, on and from the settlement date:

16.1.1 the raupatu claims are settled; and

16.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the raupatu claims; and

16.1.3 the settlement is final.

THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS, ACTIONS OR DECISIONS

16.2 Without derogating from the statement of differences between the Crown and Waikato-Tainui as to "ownership" of the Waikato River set out in clause 12.27:

16.2.1 nothing in this deed or the settlement legislation:

(a) extinguishes or limits any aboriginal title, or customary rights, that Waikato-Tainui may have;

(b) is, or implies, an acknowledgement by the Crown that any aboriginal title, or any customary right, exists;

(c) affects a right that Waikato-Tainui or the Crown may have, including a right arising:

(i) according to tikanga or custom law; or

(ii) from the Treaty of Waitangi or its principles; or

(iii) under legislation; or

(iv) at common law (including in relation to aboriginal title or customary law); or

(v) from a fiduciary duty; or

(vi) otherwise; and

16.2.2 except as provided in this deed or settlement legislation, nothing in this deed or settlement legislation:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) is intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims; or
- (b) affects any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 16.2.2(a), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

ACKNOWLEDGEMENTS AND SETTLEMENT LEGISLATION CONCERNING SETTLEMENT AND ITS FINALITY

16.3 Waikato-Tainui acknowledges and agrees that the settlement legislation will, with effect from the settlement date, provide:

16.3.1 for the matters set out in clauses 16.1 and 16.2; and

16.3.2 that the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:

- (a) this deed;
- (b) the settlement legislation;
- (c) the raupatu claims; and
- (d) the redress,

(but that jurisdiction is not removed in respect of the interpretation and implementation of this deed or the settlement legislation);

16.3.3 that sections 27A to 27C of the State-Owned Enterprises Act 1986 no longer apply to the memorialised lands.

16.4 The settlement legislation will provide that:

16.4.1 the chief executive of Land Information New Zealand must issue to the Registrar-General of Land one or more certificates that identify each computer register that contains memorialised lands;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 16.4.2 the chief executive of Land Information New Zealand must issue a certificate under clause 16.4.1 as soon as reasonably practicable after the settlement date;
- 16.4.3 each certificate must state the section of the settlement legislation that it is issued under; and
- 16.4.4 the Registrar-General of Land must, as soon as is reasonably practicable after receiving a certificate referred to in clause 16.4.2:
- (a) register the certificate against each certificate of title or computer freehold register identified in the certificate; and
 - (b) cancel each memorial under sections 27A to 27C of the State Owned Enterprises Act 1986 that is entered on a computer register identified in the certificate.
- 16.5 Waikato-Tainui acknowledges that:
- 16.5.1 some parcels of land described in schedule 2 to the 1995 Act will remain subject to sections 27A to 27C of the State-Owned Enterprises Act 1986 after the settlement date; and
- 16.5.2 clause 16.3.2 prevents Waikato-Tainui, and any representative entity, from making any claim in respect of those parcels of land.

ACKNOWLEDGEMENTS CONCERNING THE CLAIMS OF OTHER RIVER IWI

- 16.6 Waikato-Tainui and the Crown agree that this deed and the settlement legislation settle only the raupatu claims of Waikato-Tainui, and do not settle or affect any other historical Treaty claims that relate to the Waikato River and its catchment by other groups or individuals.
- 16.7 The Crown acknowledges that other iwi may have differing views than Waikato-Tainui and those views will be reflected in their respective settlements.
- 16.8 Clauses 16.6 and 16.7 do not permit the Crown to enter into a settlement that adversely affects the rights of Waikato-Tainui under this deed or the settlement legislation.

OTHER ACKNOWLEDGMENTS

- 16.9 Waikato-Tainui and the Crown acknowledge that:
- 16.9.1 the negotiations resulting in this deed have been conducted in good faith and in a spirit of co-operation and compromise; and
- 16.9.2 it is not possible:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) to assess the loss and prejudice suffered by Waikato-Tainui as a result of the events on which the raupatu claims are or could be based; or
 - (b) to fully compensate Waikato-Tainui for all loss and prejudice suffered; and
 - 16.9.3 the foregoing of full compensation is intended by Waikato-Tainui to contribute to the development of New Zealand; and
 - 16.9.4 the settlement is intended to enhance the ongoing relationship between Waikato-Tainui and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 16.10 Waikato-Tainui acknowledges that:
- 16.10.1 the Crown has acted honourably and reasonably in relation to this deed; and
 - 16.10.2 taking all matters into consideration, some of which are specified in clause 16.9, the settlement is fair in the circumstances.

17 TAX

STATEMENT OF AGREED TAX PRINCIPLES

17.1 The parties agree that:

17.1.1 the payment, credit, or transfer of indemnified amounts by the Crown to the persons specified in this deed or the settlement legislation (**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; and

17.1.2 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, credit, or transfer by the Crown of an indemnified amount; and

17.1.3 the transfer of any property under the rights of pre-emption in part 12 of this deed is intended to be a taxable supply for GST purposes and neither the exercise by the Recipient of rights to acquire such properties nor the transfer or acquisition of such properties by the Recipient is subject to indemnification for tax by the Crown under this deed; and

17.1.4 interest paid by the Crown under this deed may be 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

17.1.5 any indemnity payment by the Crown to a Recipient 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.

ACKNOWLEDGEMENTS

17.2 To avoid doubt, the parties acknowledge:

17.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in clauses 17.1 and this 17.2:

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

WAIKATO-TAINUI DEED OF SETTLEMENT

- (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;
- 17.2.2 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;
- 17.2.3 clause 17.2.2 does not:
 - (a) extend to an obligation of the Crown in respect of the transfer of property under the rights of pre-emption in part 12 of this deed; or
 - (b) affect an obligation of the Recipient to pay the purchase price relating to that property;
- 17.2.4 without limiting clause 17.2.2, the agreement under this deed to enter into, or the entry into, granting or performance of, a covenant, easement, lease, licence or other right or obligation in relation to an indemnified amount is not consideration (for GST or any other purpose) for the transfer of the indemnified amount by the Crown to the Recipient; and
- 17.2.5 without limiting clause 17.2.2, the payment of amounts, and the bearing of costs from time to time, by the Recipient in relation to any indemnified amount (including:
 - (a) rates, charges, and fees; or
 - (b) the whole or a portion of outgoings and incomings; or
 - (c) maintenance, repair, or upgrade costs and rubbish, pest and weed control costs),is not consideration for the transfer of that indemnified amount for GST or any other purpose; and (without limiting clause 17.2.1), the payment of those amounts and the bearing of those costs is not subject to indemnification for tax by the Crown under this deed.

ACT CONSISTENT WITH TAX PRINCIPLES

- 17.3 None of Waikato-Tainui, the Recipients, or 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 17.1 and 17.2.

MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES

- 17.4 Nothing in part 17 is intended to suggest or imply that:
 - 17.4.1 the payment, credit, or transfer of an indemnified amount, or an indemnity payment, by the Crown to the Recipients is chargeable with GST; or
 - 17.4.2 if a Recipient is a charitable trust or other charitable Recipient:
 - (a) the payments, properties, interests, rights, or assets the Recipient receives or derives from the Crown under this deed or the settlement

WAIKATO-TAINUI DEED OF SETTLEMENT

legislation are received or derived other than exclusively for charitable purposes; or

- (b) the Recipient derives or receives amounts other than as exempt income for income tax purposes; or

17.4.3 gift duty is imposed on any payment to, or transaction with, the Recipients under this deed or the settlement legislation.

INDEMNITY FOR GST IN RESPECT OF INDEMNIFIED AMOUNTS AND INDEMNITY PAYMENTS

Funds provided exclusive of GST

17.5 If and to the extent that:

17.5.1 the payment, credit, or transfer of a indemnified amount; or

17.5.2 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

17.6 If and to the extent that:

17.6.1 the payment, credit, or transfer of an indemnified amount; or

17.6.2 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 IN RESPECT OF INDEMNIFIED AMOUNTS AND INDEMNITY PAYMENTS

17.7 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:

17.7.1 the payment, credit, or transfer of an indemnified amount; or

17.7.2 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 IN RESPECT OF INDEMNIFIED AMOUNTS

- 17.8 The Crown agrees to pay, and to indemnify the Recipients against any liability that the Recipients has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the payment, credit, or transfer by the Crown to the Recipients of an indemnified amount.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

- 17.9 Each of:

17.9.1 the indemnified parties; and

17.9.2 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

- 17.10 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 clauses 17.11 and 17.12 and may be made at any time, and from time to time, after the settlement date.

WHEN DEMANDS ARE TO BE MADE

- 17.11 Except:

17.11.1 with the written agreement of the Crown; or

17.11.2 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

- 17.12 Without limiting clause 17.10, a demand for indemnification by an indemnified party under this part must be accompanied by:

17.12.1 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

WAIKATO-TAINUI DEED OF SETTLEMENT

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

REPAYMENT OF AMOUNT ON ACCOUNT OF TAX

17.13 If payment is made by the Crown on account of tax to an indemnified party or to 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:

17.13.1 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

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

17.13.3 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

17.14 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:

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

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

PAYMENT OF COSTS

17.15 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:

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

17.15.2 any steps or actions taken by the indemnified parties in accordance with the Crown's requirements under clause 17.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

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

- 17.16.1 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
- 17.16.2 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
- 17.16.3 the Crown reserves the right to:
- (a) nominate and instruct counsel on behalf of the indemnified parties whenever it exercises its rights under clause 17.16.2; and
 - (b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

- 17.17 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 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

- 17.18 In the interpretation of this part 17, a reference to the **payment, credit, transfer, or receipt** of an amount (or any equivalent wording) includes a reference to the payment, credit, transfer, or receipt of any part (or the applicable part) of the amount.

WAIKATO-TAINUI RESPONSIBILITY

- 17.19 If this part 17 imposes an obligation on an indemnified party, Waikato-Tainui shall take all reasonable and practicable steps available to Waikato-Tainui to procure the performance by the indemnified party of that obligation.

18 CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

- 18.1 This deed, and the settlement, are conditional on:
- 18.1.1 the ratification of this deed by Te Kauhanganui on behalf of Waikato-Tainui;
 - 18.1.2 the Waikato Raupatu River Trust signing the deed of covenant; and
 - 18.1.3 the settlement legislation coming into force.

DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

- 18.2 This deed, until it becomes unconditional:
- 18.2.1 is entered into on a "without prejudice" basis; and
 - 18.2.2 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

- 18.3 Part 9 and clauses 7.20, 12.7, 12.20 to 12.26, 13.7 and 14.1 of this deed are (despite clause 18.1) binding from the date of this deed.
- 18.4 Without limiting clause 18.3, the Kiingitanga Accord is binding from the date of its signing.

TERMINATION OF THIS DEED

- 18.5 Either party may terminate this deed, by notice to the other party, if clause 18.1 is not satisfied within 24 months after the date of this deed.

EFFECT OF NOTICE OF TERMINATION

- 18.6 If this deed is terminated:
- 18.6.1 this deed, and the settlement, will be at an end; and
 - 18.6.2 neither party will have any rights or obligations under this deed,
- except that the rights and obligations of the parties under clause 18.2 shall continue.

19 MISCELLANEOUS

RULE AGAINST PERPETUITIES

19.1 The settlement legislation will provide that:

19.1.1 neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964:

(a) prescribes or restricts the period during which:

(i) the Waikato Raupatu River Trust and the Waikato River Clean-up Trust may exist in law; or

(ii) the Waikato Raupatu River Trust and the trustee of the Waikato River Clean-up Trust, in its capacity as trustee, may hold or deal with property (including income from property); or

(b) applies to a document entered into to give effect to this deed if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and

19.1.2 if, however, the Waikato Raupatu River Trust or the Waikato River Clean-up Trust is or becomes a charitable trust, the application (if any) of the rule against perpetuities or of any relevant provisions of the Perpetuities Act 1964 must be determined under the general law.

NOTICES

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

Notices to be signed

19.2.1 the party giving a notice must sign it;

Notices to be in writing

19.2.2 a notice to a party must be in writing addressed to that party at that party's address or facsimile number;

Addresses for notice

19.2.3 until any other address or facsimile number of a party is given by notice to the other party, they are as follows:

WAIKATO-TAINUI DEED OF SETTLEMENT

CROWN:

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

Facsimile No: 04 473 3482

WAIKATO-TAINUI:

C/- The Chair of Te Arataura
451 Old Taupiri Road
Hopuhopu
Private Bag 542
Ngaruawahia

Facsimile No: 07 824 5667

Delivery

19.2.4 delivery of a notice may be made:

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

Timing of delivery

19.2.5 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

Deemed date of delivery

19.2.6 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 19.2.5) be treated as having been received the next business day.

AMENDMENT

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

ENTIRE AGREEMENT

19.4 This deed and the Kiingitanga Accord:

WAIKATO-TAINUI DEED OF SETTLEMENT

19.4.1 constitute the entire agreement between the parties in relation to the matters referred to in them; and

19.4.2 supersede all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Waikato-Tainui, any representative entity and the Crown relating to the raupatu claims (including the terms of negotiation, and the agreement in principle but not Te Tiriti o Waitangi/the Treaty of Waitangi).

NO WAIVER

19.5 A failure, delay or indulgence by either party in exercising a power or right under or arising from this deed shall not operate as a waiver of that power or right.

19.6 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

19.7 Except as expressly provided in this deed or a document entered into under this deed, neither party may transfer or assign any rights or obligations under or arising from this deed.

2008 DEED

19.8 The 2008 deed is superceded by the terms of this deed and neither party has a claim against the other in respect of the 2008 deed.

20 DEFINITIONS AND INTERPRETATION

DEFINITIONS

Waikato-Tainui

- 20.1 In this deed, **Waikato-Tainui** has the meaning given to "**Waikato**" in clause 34 of the 1995 deed.

Raupatu claims relating to the Waikato River

- 20.2 In this deed, **raupatu claims**:

20.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Waikato-Tainui, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

- (a) is, or is founded on, a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including in relation to aboriginal title or customary law); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
- (c) relates to the Waikato River and its catchment;

20.2.2 includes those parts of the Wai 30 claim to the Waitangi Tribunal relating to the Waikato River (being the claims set out in paragraphs A1-5 of the statement of claim dated 16 March 1987); but

20.2.3 does not include:

WAIKATO-TAINUI DEED OF SETTLEMENT

- (a) a claim that a member of Waikato-Tainui, or a marae, Whaanau, or hapuu of Waikato-Tainui, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not within the definition of Waikato-Tainui; or
- (b) any excluded claim described in subsection 8(2) of the 1995 Act other than those parts of the Wai 30 claim described in clause 20.2.2; or
- (c) a claim that a representative entity may have to the extent that claim is, or is based on, a claim referred to in clause 20.2.3(a) or (b).

20.3 Clause 20.2.1 is not limited by clause 20.2.2.

Other defined terms

20.4 In this deed, unless the context requires otherwise:

1995 Act means the Waikato Raupatu Claims Settlement Act 1995;

1995 deed means the deed of settlement between the Crown and Waikato dated 22 May 1995;

2008 deed means the deed of settlement between the Crown and Waikato-Tainui dated 22 August 2008;

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;

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;

Crown body means the Crown, a Crown entity (as defined in the Crown Entities Act 2004), a State enterprise, or any company that is wholly owned by a Crown entity or State enterprise;

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

WAIKATO-TAINUI DEED OF SETTLEMENT

deed of covenant means the deed of covenant on the terms set out in part 11 of the schedule;

Director-General means the Director-General of Conservation;

disclosure information means, in respect of a site of significance, information:

- (a) delivered by the Crown to the Waikato Raupatu River Trust before the date of this deed; or
- (b) delivered under clause 12.7.2;

district plan has the meaning given to it in section 2(1) of the Resource Management Act 1991 and includes a proposed district plan within the meaning of proposed plan as defined in section 43AAC of that Act;

financial year means the period of 1 year commencing on 1 July in each calendar year;

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 6.1;

Huntly Power Station has the meaning given to it by clause 12.30.1 for the purpose of clause 12.31;

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 each of:

- (a) any and all of the money, property or rights settled on the Waikato River Clean-up Trust as set out in part 7 of this deed;
- (b) any and all of the money, property or rights settled on the Waikato Raupatu River Trust as set out in parts 12 and 15 of this deed; and
- (c) any and all rights of pre-emption granted to the Waikato Raupatu River Trust as set out in part 12 of this deed;

indemnified party means a party entitled to be indemnified by the Crown under part 17 of this deed;

indemnity payment means any indemnity payment made by the Crown under or for the purposes of part 17, and **indemnify**, **indemnification** and **indemnity** have a corresponding meaning;

integrated river management plan means the management plan prepared and approved under clause 8.5;

Kiingitanga Accord means the accord referred to in clause 9.1;

licence has the meaning given to it by clause 12.32.1 for the purpose of clause 12.33;

licence holder has the meaning given to it by clause 12.32.2 for the purpose of clause 12.33;

LINZ means Land Information New Zealand;

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

mandated signatories means the signatories of Waikato-Tainui to this deed;

memorialised lands means the titles to the land described in schedule 2 to the 1995 Act, other than to the land described as item 3 in that schedule;

notice means a notice in writing given under clause 19.2; and **notify** has a corresponding meaning;

parties means Waikato-Tainui and the Crown;

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

Recipients or Recipient has the meaning given to it in clause 17.1.1 for the purposes of part 17;

redress means the redress summarised in clause 3.2;

regional plan has the meaning given to it in section 2(1) of the Resource Management Act 1991, and includes a proposed regional plan within the meaning of proposed plan as defined section in 43AAC of that Act;

representative entity means:

- (a) the Waikato Raupatu River Trust; and
- (b) a person (including trustees) acting for or on behalf of any individual, hapuu, whaanau or marae within the definition of Waikato-Tainui;

Resource Management Act planning document means, as the context requires:

WAIKATO-TAINUI DEED OF SETTLEMENT

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

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

schedule means the schedule to this deed;

settlement means the settlement of the raupatu claims under this deed and the settlement legislation;

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

settlement legislation means the bill, or supplementary order paper, to be introduced under clause 14.1 and, where the bill, or the bill amended by the supplementary order paper, has become law, means, if the context requires, the Act resulting from the passing of that bill;

SO plan means the plans set out in part 12 of the schedule;

Te Arataura means the executive board of Waikato-Tainui Te Kauhanganui Incorporated;

transfer for the purposes of part 17 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;

vision and strategy means:

- (a) the vision for the Waikato River;
- (b) the objectives for the Waikato River;
- (c) the strategy for the Waikato River; and
- (d) any targets and methods included under clauses 6.4.2 and 6.13.5,

as set out in part 2 of the schedule; and includes an amendment to the vision and strategy that becomes effective under part 3 of the schedule;

Waikato Raupatu River Trust means:

- (a) the trust referred to in clause 13.4; and

WAIKATO-TAINUI DEED OF SETTLEMENT

- (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;

Waikato River Clean-up Trust means the trust established under clause 7.12;

Waikato River Authority means the statutory body created under part 7;

Waikato-Tainui environmental plan means the plan prepared and served under clause 8.3; and

Waikato-Tainui objectives for the Waikato River means the objectives set out in part 5; and includes any amendments to those objectives that become effective under clause 5.5.

INTERPRETATION

- 20.5 This deed shall be interpreted in a manner that best furthers the overarching purpose of the settlement and is consistent with the principles set out in the Kiingitanga Accord.
- 20.6 In the interpretation of this deed, unless the context otherwise requires:
 - 20.6.1 headings appear as a matter of convenience and are not to affect the interpretation of this deed;
 - 20.6.2 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;
 - 20.6.3 the singular includes the plural and vice versa;
 - 20.6.4 words importing one gender include the other genders;
 - 20.6.5 a reference to a part, clause, schedule or attachment is to a part, clause, schedule or attachment of or to this deed;
 - 20.6.6 a reference in a schedule to a clause or paragraph means a clause or paragraph in that schedule;
 - 20.6.7 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;
 - 20.6.8 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors;

WAIKATO-TAINUI DEED OF SETTLEMENT

- 20.6.9 an agreement on the part of two or more persons binds each of them jointly and severally;
- 20.6.10 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;
- 20.6.11 a reference to this deed includes, where appropriate a reference to the Kiingitanga Accord;
- 20.6.12 a reference to a monetary amount is to New Zealand currency;
- 20.6.13 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;
- 20.6.14 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 20.6.15 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this deed requires the Crown to introduce settlement legislation;
- 20.6.16 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;
- 20.6.17 in the event of a conflict between a provision in the main body of this deed (namely, any part of this deed except the schedules or attachments) and the schedules or attachments, then the provision in the main body of this deed prevails;
- 20.6.18 a reference to any document as set out in, or on the terms and conditions contained in, a schedule or attachment includes that document with such amendments as may be agreed in writing between Waikato-Tainui and the Crown;
- 20.6.19 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Waikato-Tainui and the Crown;
- 20.6.20 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;
- 20.6.21 a reference to time is to New Zealand time;
- 20.6.22 a reference to the settlement legislation including a provision set out in this deed includes that provision with any amendment:
- (a) that is agreed in writing between Waikato-Tainui and the Crown; or

WAIKATO-TAINUI DEED OF SETTLEMENT

- (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;

20.6.23 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.

20.7 The Maaori terms used in this deed shall be interpreted as follows:

<i>Aapitihanga:</i>	Appendix
<i>ararangi:</i>	airspace
<i>arawai:</i>	water column
<i>aroha ki te tangata:</i>	care for the people
<i>awa:</i>	river
<i>awa tupuna:</i>	ancestor river
<i>hapuu:</i>	sub tribe
<i>he rangimarie i ngaa waa katoa:</i>	of peaceful and caring nature at all times
<i>he wai oranga:</i>	it is water with healing properties
<i>ika:</i>	aquatic fisheries
<i>iwi:</i>	tribe
<i>kaitiaki:</i>	caregiver, caretaker
<i>kaumatua:</i>	elder
<i>kaumatua ake maatou i te wai o Waikato:</i>	the water of Waikato helps us throughout our nurturing and growing lives to adulthood.
<i>kaupapa:</i>	purpose
<i>kereeme:</i>	Claim
<i>Kiingitanga:</i>	King movement
<i>koinei to maatou wai kai:</i>	we use the water of Waikato for our food accompaniment

WAIKATO-TAINUI DEED OF SETTLEMENT

<i>korowai:</i>	cloak
<i>kotahitanga:</i>	unity
<i>kuia:</i>	elderly women
<i>mana:</i>	spiritual authority, protective power and prestige
<i>mana whakatau:</i>	ultimate authority
<i>manaaki i te tangata:</i>	be hospitable to the people
<i>manaakitanga:</i>	hospitality, to care for
<i>manawa:</i>	heart
<i>maania:</i>	floodplains
<i>maataapuna:</i>	River source
<i>maatauranga Maori:</i>	Maaori knowledge
<i>maunga:</i>	mountain
<i>mauri:</i>	life force, not simply its own, but also representing the life force of that of the tribes along its waterways.
<i>momo takawai:</i>	minerals
<i>motu:</i>	country
<i>ngaa awa itiiti:</i>	the little streams
<i>ngaa motu:</i>	islands
<i>nga uaua:</i>	veins
<i>oranga wairua:</i>	including spiritual healing
<i>paa:</i>	fortified site
<i>Pai Marire:</i>	prayers of faith
<i>parenga:</i>	banks
<i>puna:</i>	springs

WAIKATO-TAINUI DEED OF SETTLEMENT

<i>rangatira:</i>	leader
<i>rerenga:</i>	streams
<i>repo:</i>	wetlands
<i>roto:</i>	lakes
<i>taonga:</i>	gift/treasure (physical, metaphysical and spiritual)
<i>Te Awa o Waikato:</i>	The Waikato River
<i>Te awa tuupuna:</i>	ancestral river
<i>Te karauna:</i>	Crown
<i>te maataapuna wai o Tongariro:</i>	the headwaters of Tongaririo
<i>Te Puuaha:</i>	Te Puuaha o Waikato (The mouth of the Waikato River. For the avoidance of doubt, this extends westwards from the boundary of the Coastal Marine Area as provided for in the Resource Management Act 1991, to where the River meets with the Tasman Sea in line with the western coast of New Zealand's land mass.)
<i>Te Taheke Hukahuka:</i>	The Huka Falls
<i>te wai e rere iho nei:</i>	this Water that flows towards us
<i>tikanga:</i>	tribal rules and customs
<i>tuaapapa:</i>	substratum
<i>tuakiri aa iwi:</i>	tribal identity
<i>tuna:</i>	eel
<i>tupunga ota ota:</i>	vegetation
<i>tuupuna:</i>	ancestor
<i>waikeri:</i>	waterways
<i>wehenga:</i>	tributaries

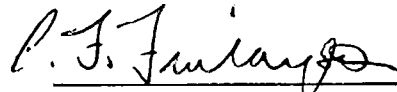
WAIKATO-TAINUI DEED OF SETTLEMENT

<i>whaiawa:</i>	riverbed
<i>whakaaetanga:</i>	recognition
<i>whakapapa:</i>	genealogy
<i>whakataukii:</i>	saying, proverb
<i>whanaungatanga:</i>	kinship relationship
<i>whakatupuranga:</i>	future generations
<i>whenu:</i>	shoulder sash
<i>whenua:</i>	land

WAIKATO-TAINUI DEED OF SETTLEMENT

SIGNED as a deed on 17 December 2009

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
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
HER MAJESTY THE QUEEN
in right of New Zealand by the
Minister of Finance only in relation to
the indemnities given in part 17
of this deed in the presence of:



Hon Simon William English

WITNESS




Name: CAROLYN PALMER

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



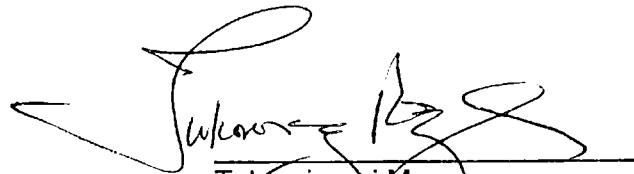
Lady Raiha Mahuta

WITNESS




Name:

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



Tukoroirangi Morgan

WITNESS



Name: