

TUWHARETOA MAORI TRUST BOARD

and

HER MAJESTY THE QUEEN

In right of New Zealand

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**Deed in relation to Co-Governance and Co-  
Management Arrangements for the Waikato River**

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**31 MAY 2010**

DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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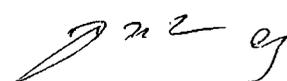
**THIS DEED is made between**

**TUWHARETOA MAORI TRUST BOARD ("Board")** a Maori Trust Board continued under section 10 of the Maori Trust Boards Act 1955 representing:

- (a) as its beneficiaries within the meaning of that Act, Ngati Tuwharetoa; and
  - (b) the hapu of Ngati Tuwharetoa with interests in the Waikato River
- (collectively for the purposes of this Deed, "**Ngati Tuwharetoa**")

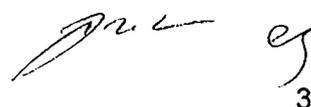
**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations ("**Crown**")



## BACKGROUND

- 1 Lake Taupo and the Waikato River are taonga of Ngati Tuwharetoa. Lake Taupo and the Waikato River embody the mana and rangatiratanga of Ngati Tuwharetoa.
- 2 By Deed dated 28 August 1992 ("**1992 Deed**") the Crown agreed that the ownership of the bed of Lake Taupo, the bed of the Waikato River extending from Lake Taupo to Te Toka a Tia (inclusive of the Huka Falls, but excluding the site of the Taupo Control Gates) and the beds of certain rivers and streams flowing into Lake Taupo should be vested in the Board to be held in Trust in accordance with the 1992 Deed.
- 3 In accordance with the 1992 Deed, the Taupo Nui A Tia Block, Te Awa O Waikato Ki Te Toka A Tia Block and Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block ("**Taupo Waters**") were vested in the Board by the Maori Land Court and declared to be Maori freehold land.
- 4 The Crown and the Board entered into a further Deed on 10 September 2007 ("**2007 Deed**"), which superseded the 1992 Deed. The 2007 Deed, while continuing the fundamental agreements of the parties in the 1992 Deed, recorded further agreements between the Crown and the Board in respect of the Taupo Waters.
- 5 On 22 August 2008, the Crown and Waikato-Tainui entered into a deed of settlement in relation to the Waikato River. The 22 August 2008 deed was superseded by a revised deed dated 17 December 2009 ("**Waikato-Tainui Deed**"). The Waikato-Tainui Deed includes agreements directed to restoring and protecting the health and wellbeing of the Waikato River from Huka Falls to Te Puaha o Waikato and agreements regarding co-management arrangements in relation to the Waikato River from Karapiro to Te Puaha o Waikato. The agreements in the Waikato-Tainui Deed are to be implemented by the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 ("**Waikato-Tainui Legislation**").
- 6 On 17 December 2009, the Crown and the Raukawa Settlement Trust on behalf of Raukawa entered into a deed in relation to the Waikato River ("**Raukawa Deed**"). The Raukawa Deed includes agreements directed to restoring and protecting the health and wellbeing of the Waikato River and agreements regarding co-management arrangements in relation to the Waikato River from Huka Falls to Karapiro.



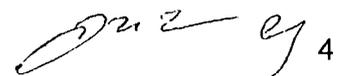
DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- 7 On 9 March 2010, the Crown and Te Arawa River Iwi Trust on behalf of Ngati Tahu-Ngati Whaoa, Ngati Kearoa-Ngati Tuara and Tuhourangi-Ngati Wahiao entered into a deed in relation to the Waikato River ("**Te Arawa Deed**"). The Te Arawa Deed includes agreements directed to restoring and protecting the health and wellbeing of the Waikato River and agreements regarding co-management arrangements in relation to the Waikato River from Huka Falls to Karapiro.
- 8 The Crown and the Board have agreed to enter into this Deed in recognition of the interests of Ngati Tuwharetoa in the Waikato River and its catchment and in Taupo Waters and to provide for the participation of Ngati Tuwharetoa in the co-governance and co-management arrangements in respect of the Waikato River.
- 9 The agreements in the Raukawa Deed, the Te Arawa Deed and this Deed are to be implemented by legislation ("**Upper Waikato River Legislation**").

## ACKNOWLEDGMENTS

- 10 The Crown and the Board acknowledge and agree that this Deed:
- a does not comprise or relate to a historical Treaty of Waitangi settlement;
  - b is not intended to settle, or to have any effect on, any claims relating to the Waikato River or its catchment;
  - c is not intended to adversely affect the Waikato-Tainui Deed, the Raukawa Deed, or the Te Arawa Deed; and
  - d is not intended to resolve any different views that the Crown and Ngati Tuwharetoa may have regarding relationships with the Waikato River (including "ownership").
- 11 The Crown and the Board further acknowledge and agree that the co-governance and co-management arrangements:
- a do not, except as otherwise provided in this Deed, supplant or otherwise derogate from any existing relationships, agreements or arrangements between Ngati Tuwharetoa and the Crown, local authorities or other persons;
  - b do not preclude or limit any future relationships, agreements or arrangements that may be entered into or agreed between Ngati Tuwharetoa and the Crown, local authorities or other persons;

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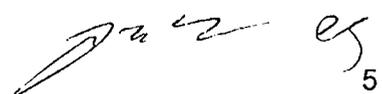
DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- c do not affect any rights and interests that Ngati Tuwharetoa or the Crown may have, including any right arising:
  - i according to tikanga or custom law;
  - ii from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
  - iii under legislation;
  - iv at common law (including in relation to aboriginal title or customary law);
  - v from a fiduciary duty; or
  - vi otherwise;
- d are not intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fisheries claims, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Fisheries Act 2004, the Maori Commercial Aquaculture Claims Settlement Act 2004 or the Te Arawa Lakes Settlement Act 2006;
- e do not, except as provided in this Deed, the Raukawa Deed, or the Te Arawa Deed, affect any action or decision under any legislation, including the Fisheries Act 1996;
- f do not in any way purport to address or settle any historical Treaty of Waitangi claims that Ngati Tuwharetoa may have in relation to the Waikato River or its catchment or otherwise; and
- g do not preclude the Crown from negotiating with Ngati Tuwharetoa or other claimants in relation to the settlement of historical Treaty of Waitangi claims in respect of the Waikato River or its catchment or otherwise.

12 The Crown agrees that:

- a it will engage with the Board before it enters into any other agreement affecting the matters set out in this Deed;
- b it will not enter into any settlement or other agreement that adversely affects the rights of Ngati Tuwharetoa under the 2007 Deed or this Deed;

  
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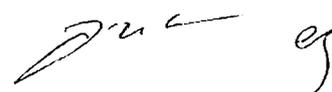
DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- c consistent with the rights and interests of Ngati Tuwharetoa in the Waikato River and its catchment and in Taupo Waters, any future settlement negotiations with the Crown in relation to the historical Treaty of Waitangi claims of Ngati Tuwharetoa will include, but will not be limited to, discussion of an agreed historical account and legislative recognition of agreed statements of association;
- d when developing policies or laws impacting on the Waikato River or Lake Taupo, or affecting use rights in relation to the Waikato River or Lake Taupo (including in relation to water), it will engage with the Board to ensure such policies and laws are implemented in accordance with the requirements of co-management; and
- e without derogating from clause 12(d), it will not establish a regime of tradable rights or tradable permits in water, establish or confer management or use rights of a nature and/or duration that in effect create rights of property in the waters of the Waikato River or Lake Taupo, or develop policy or introduce legislation which in effect amounts to the privatisation of the waters of the Waikato River without first engaging with the Board in good faith; and
- f any reference to Huka Falls in relation to the co-governance and co-management arrangements established under the Waikato-Tainui Deed, the Raukawa Deed, the Te Arawa Deed, or this Deed is a reference to the point of the Waikato River known to Ngati Tuwharetoa as Te Toka a Tia, where the northern boundary of the Taupo Waters and the southern boundary of the area marked "B" on the SO plans in Part 12 of the Schedule to the Waikato-Tainui Deed, Part 7 of the Schedule to the Raukawa Deed and Part 7 of the Schedule to the Te Arawa Deed meet and bisect the Waikato River.

## PURPOSE OF THE DEED

- 13 Under this Deed the Crown and the Board:
- a agree to enter into co-governance and co-management arrangements in respect of the Waikato River; and
  - b endorse the overarching purpose of the Waikato-Tainui Deed to restore and protect the health and wellbeing of the Waikato River for future generations.
- 14 This Deed reflects and, in recognition of the relationship of Ngati Tuwharetoa with Lake Taupo and the Waikato River, further enhances the existing relationship between the Crown and Ngati Tuwharetoa.

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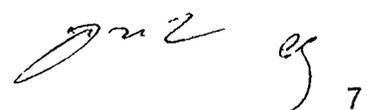
DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- 15 In particular, this Deed reflects and recognises the special relationship between the Waikato River and those hapu of Ngati Tuwharetoa who have a direct interest in the Waikato River ("**Waikato River hapu**").
- 16 The Waikato River hapu of Ngati Tuwharetoa strongly support the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations and the associated clean-up initiatives for the Waikato River contained in the Waikato-Tainui Deed.
- 17 The Crown and the Board acknowledge that the agreements reached in this Deed have been developed in good faith and are fair and reasonable in respect of the interests of both parties as they are understood and known at the time of signing.

## INTEGRITY OF THE DEED

- 18 The Crown and the Board share a commitment to:
- a protect the integrity of:
    - i the relationship, including all agreements and arrangements, between the Crown and Ngati Tuwharetoa;
    - ii the co-governance and co-management arrangements contained in the Waikato-Tainui Deed;
    - iii the co-management arrangements contained in the Raukawa Deed and the Te Arawa Deed; and
    - iv this Deed;
  - b restore and protect the health and wellbeing of the Waikato River for future generations; and
  - c implement the co-governance arrangements contained in the Waikato-Tainui Deed, and the co-management arrangements collectively contained in the Waikato-Tainui Deed, the Raukawa Deed, the Te Arawa Deed, and this Deed.

 7

DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- 19 The Crown acknowledges that the Board has entered into this Deed:
- a on behalf of Ngati Tuwharetoa pursuant to its functions and responsibilities under the Maori Trust Boards Act 1955; and
  - b on behalf of the Waikato River hapu of Ngati Tuwharetoa.

## AGREEMENTS

### CO-GOVERNANCE AND CO-MANAGEMENT

- 20 The Crown and the Board acknowledge that:
- a the successful implementation of co-governance and co-management, and of the arrangements proposed under the Waikato-Tainui Deed, the Raukawa Deed, the Te Arawa Deed, and this Deed, require a new approach to management of the Waikato River from Huka Falls to Te Puaha o Waikato; and
  - b co-governance and co-management include:
    - i a collaborative approach that reflects partnership;
    - ii the highest level of good faith engagement; and
    - iii consensus decision-making as a general rule,while having regard to statutory frameworks and the mana and tikanga of Ngati Tuwharetoa.
- 21 The co-governance arrangements are provided for through:
- a the Vision and Strategy for the Waikato River;
  - b the Waikato River Authority;
  - c objectives for the Waikato River; and
  - d the Waikato River Clean-Up Trust.
- 22 The co-management arrangements are provided for through:
- a provision for environmental plans;
  - b provision for joint management agreements;

  
8

## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS FOR THE WAIKATO RIVER

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- c the Upper Waikato River Integrated Management Plan;
- d provision for the making of regulations; and
- e other matters provided for in this Deed.

### VISION AND STRATEGY FOR THE WAIKATO RIVER

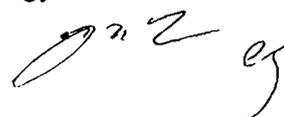
- 23 The Waikato-Tainui Deed contains a Vision and Strategy for the Waikato River which is to be given legislative recognition in the Waikato-Tainui Legislation.
- 24 The Board was represented on the Guardians Establishment Committee which developed the Vision and Strategy.
- 25 The Crown agrees that the Board will continue to be represented on the Guardians Establishment Committee or any similar interim body that is maintained or established by the Crown pending the establishment of the Waikato River Authority under the Waikato-Tainui Legislation.

### WAIKATO RIVER AUTHORITY

- 26 The Waikato-Tainui Deed provides for a statutory body called the Waikato River Authority ("**Authority**") which is to be established by the Waikato-Tainui Legislation.
- 27 The Waikato-Tainui Legislation provides that one member of the Authority must be a representative appointed by the Board.
- 28 The Board shall have one representative at any meeting held for the purpose of reviewing the Authority in terms of clauses 7.7 to 7.10 of the Waikato-Tainui Deed.

### OBJECTIVES FOR THE WAIKATO RIVER

- 29 The Crown acknowledges that the Board may develop Ngati Tuwharetoa objectives for the Waikato River ("**Objectives**").
- 30 If the Board does develop Objectives, the Board may provide a copy of the Objectives to the Waikato River Authority.
- 31 To the extent that the Objectives are consistent with the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations, the Objectives will, in terms of clause 6.13.1(c) of the Waikato-Tainui Deed, be taken into account by the Authority when reviewing the Vision and Strategy.

 9

DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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**WAIKATO RIVER CLEAN-UP TRUST**

- 32 The Waikato-Tainui Deed provides for:
- a the establishment of the Waikato River Clean-Up Trust and its terms of trust; and
  - b the Crown to commission and fund a scoping study ("**Scoping Study**") to:
    - i identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and
    - ii provide useful background information to the establishment and operation of the Waikato River Clean-Up Trust.
- 33 The Crown has commissioned and is funding the scoping study and will complete the scoping study in accordance with clauses 7.18 to 7.21 of the Waikato-Tainui Deed.
- 34 Prior to the completion of the scoping study, the Board may provide the Crown with its views on rehabilitation initiatives and priorities in relation to the Waikato River. If those rehabilitation initiatives and priorities are not prioritised in the scoping study, the Crown and the Board will consider whether those projects should be separately costed by the Crown using the same costing methodology applied in the scoping study. The costing will identify the range of costs to complete the project and is not intended to be a cost-benefit analysis of the impact to the community or environment.
- 35 Upon receipt of the Scoping Study and any costings made under clause 34, the Crown will, in consultation with the Board and Waikato-Tainui, consider whether any contributions to the Waikato River Clean-Up Trust beyond the amount committed in the Waikato-Tainui Deed should be made.

**JOINT MANAGEMENT AGREEMENTS**

- 36 The Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Bill ("**Upper River Bill**") provides for the development of joint management agreements between the Board and certain local authorities and, to the extent that they apply to Ngati Tuwharetoa and the Board and are consistent with this Deed, clauses 42 to 56 of the Upper River Bill, in the form they were in when the Upper River Bill was introduced on 4 May 2010, will apply to each joint management agreement.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- 37 Each joint management agreement will be generally in the form set out in the Schedule to this Deed, unless varied by agreement of the parties to the joint management agreement.
- 38 Without limiting or derogating from clause 36, the Upper Waikato River Legislation will provide:
- a for the matters set out in clauses 42 to 56 of the Upper River Bill;
  - b that a joint management agreement ("**joint management agreement**") will be in force between each of the local authorities referred to in clause 38(c) and the Board no later than 18 months after the effective date, unless the parties to the joint management agreement agree in writing to extend that period;
  - c that clause 38(b) applies to the Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, area "B" on the SO plans in Part 12 of the Schedule to the Waikato-Tainui Deed, Part 7 of the Schedule to the Raukawa Deed and Part 7 of the Schedule to the Te Arawa Deed;
  - d that a joint management agreement:
    - i may only include matters relating to the Waikato River and activities within its catchment affecting the Waikato River and, if the parties agree to an extension under clause 38(f)(ii), matters relating to the waterways within Taupo Waters;
    - ii must cover the matters referred to in clause 38(e); and
    - iii may cover matters in addition to the matters referred to in clause 38(e) which are agreed in accordance with clauses 38(f) and 38(g);
  - e that the joint management agreement will provide for the local authority and the Board to work together in relation to the exercise of the following functions, powers and duties under the Resource Management Act 1991:
    - i monitoring and enforcement in accordance with clause 46 of the Upper River Bill;
    - ii preparation, review or change of a Resource Management Act planning document in accordance with clause 47 of the Upper River Bill; and

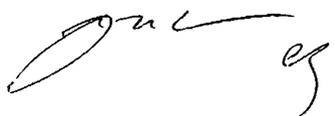
DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- iii functions, powers or duties under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents in accordance with clause 48 of the Upper River Bill;
- f that the Board and the local authority may extend the joint management agreement to cover:
  - i any other functions, powers or duties as may be agreed between the parties;
  - ii matters relating to the waterways within Taupo Waters;
- g that in the event that the parties agree to extend the joint management agreement to cover any other functions, powers or duties, including matters relating to the waterways within Taupo Waters, clause 53 of the Upper River Bill will apply to that extended part of the joint management agreement.

**UPPER WAIKATO RIVER INTEGRATED MANAGEMENT PLAN**

- 39 The Raukawa Deed and the Te Arawa Deed provide for the preparation and approval of the integrated management plan for the upper Waikato River from Huka Falls to Karapiro ("**Upper Waikato River Integrated Management Plan**").
- 40 The Upper Waikato River Legislation will provide for the Board, if it so elects, to participate in the preparation and approval of the Upper Waikato River Integrated Management Plan and any review of that plan, including the inclusion in that plan of any other component agreed between the Board, the Raukawa Settlement Trust and the Te Arawa River Iwi Trust and any appropriate agency (including territorial authorities) responsible for administering or exercising functions, power and duties under any legislation that affects the Upper Waikato River and activities in its catchments that affect the Upper Waikato River.
- 41 Within 60 working days of the relevant part of the Upper Waikato River Legislation coming in force the Board must give notice to the Raukawa Settlement Trust and the Te Arawa River Iwi Trust and any relevant agency whether the Board wishes to participate in the preparation and approval of the Upper Waikato River Integrated Management Plan.
- 42 Within 30 working days of receiving notice of the intended review of the Upper Waikato River Integrated Management Plan or any component of that plan the Board must give

 12

DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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notice to the Raukawa Settlement Trust and the Te Arawa River Iwi Trust and any relevant agency whether the Board wishes to participate in the review of the Upper Waikato River Integrated Management Plan.

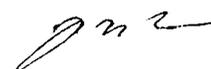
- 43 The Upper Waikato River Legislation will provide that:
- a the Upper Waikato River Integrated Management Plan will not:
    - i displace or otherwise derogate from the tikanga of Ngati Tuwharetoa; or
    - ii displace or otherwise derogate from any agreements or arrangements between Ngati Tuwharetoa and any Crown agency, local authority or other person; or
    - iii preclude or otherwise limit the ability of Ngati Tuwharetoa to enter any agreements or arrangements with any Crown agency, local authority or other person; and
  - b in preparing and implementing the Upper Waikato River Integrated Management Plan the parties will liaise and work with the Board (whether or not the Board is a party) and the Te Arawa Lakes Trust.

**ENVIRONMENTAL PLAN**

- 44 The Upper River Legislation will provide for the Board, if it so elects, to prepare an environmental plan.

**REGULATIONS**

- 45 The Raukawa Deed and the Te Arawa Deed provide for the inclusion in the Upper Waikato River Legislation of provisions in relation to regulations for the Waikato River concerning:
- a the management of fisheries subject to the Fisheries Act 1996; and
  - b the management of aquatic life, habitats, and natural resources managed under the conservation legislation.
- 46 The Upper Waikato River Legislation will provide that, at the request of the Board, regulations will be made in relation to the management of fisheries subject to the Fisheries Act 1996 in the Waikato River from Huka Falls to Karapiro including:



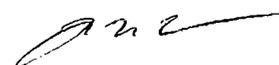
DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- a provision for Ngati Tuwharetoa to manage customary fishing through the issuing of customary fishing authorisations;
  - b provision for the Board 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 Board under this clause, unless the Minister of Fisheries is satisfied that an undue adverse effect on fishing would result if the proposed bylaws were made.
- 47 The Crown agrees to engage with the Board in relation to any regulations proposed to be made under the Upper Waikato River Legislation for the management of aquatic life, habitats, and natural resources managed under the conservation legislation in respect of the Waikato River from Huka Falls to Karapiro.
- 48 The Crown agrees that any regulations made in terms of the Upper Waikato River Legislation will not:
- a displace or otherwise derogate from:
    - i the tikanga of Ngati Tuwharetoa; or
    - ii any agreements or arrangements between Ngati Tuwharetoa and any Crown agency, local authority or other person; or
    - iii the Te Arawa Lakes (Fisheries) Regulations 2006; or
  - b have an undue adverse effect on the rights, benefits and duties of the Ngati Tuwharetoa Fisheries Charitable Trust as a mandated iwi organisation under the Maori Fisheries Act 2004; or
  - c preclude or otherwise limit the ability of Ngati Tuwharetoa to enter any agreements or arrangements with any Crown agency, local authority or other person.

**CUSTOMARY ACTIVITIES**

- 49 Following the signing of this Deed, the Crown will, if requested by the Board, facilitate an ongoing discussion between the Board and relevant local authorities and agencies for the purpose of exploring whether certain customary activities should not require



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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resource consent under the Resource Management Act 1991, or other permit or authorisation.

- 50 The Upper Waikato River Legislation will provide that the joint management agreement between the Board and each relevant local authority provided for in clause 38 may include a process for the Board and the local authority to explore:
- a whether customary activities could be carried out by Ngati Tuwharetoa on the Waikato River or on the waterways in Taupo Waters without the need for a statutory authorisation from the local authority; and
  - b in particular, whether customary activities could be provided for as permitted activities in relevant regional plans or district plans.

### ACCORDS

- 51 The Upper Waikato River Legislation will provide that, if requested by the Board, the Crown agrees to develop and enter into accords or similar relationship instruments with the Board on the basis set out in clauses 52 and 53.
- 52 There will be an overarching accord between the Board and the Crown setting out how the Ministers and their departments with functions, powers and duties relating to the Waikato River will work with the Board to reflect a co-management relationship, sharing of information, and to support co-management.
- 53 In addition to the overarching accord, if requested by the Board, accords or portfolio agreements will be entered into between the Board and the Ministers and persons listed below and added as schedules to the overarching accord, namely:
- a the Minister of Fisheries and Aquaculture and the chief executive of the Ministry of Fisheries;
  - b the Minister of Conservation and the Director-General of Conservation;
  - c the Minister for the Environment;
  - d the Minister for Land Information;
  - e the Minister for Arts, Culture and Heritage;
  - f the Minister of Local Government;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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- g the Minister of Agriculture;
- h the Minister for Biosecurity;
- i the Minister of Energy and Resources; and
- j the Commissioner of Crown Lands.

**CO-MANAGEMENT FUNDING AND COSTS**

- 54 The Crown agrees, consistent with the position reached with other Waikato River iwi, to:
- a make a contribution to the costs incurred by the Board in relation to this Deed in recognition that other sources of funding are not available for this work; and
  - b pay the amount, as agreed by the Crown, to the Board on behalf of Ngati Tuwharetoa to allow the Board to properly engage in the co-management framework provided for in the Waikato-Tainui Deed, the Raukawa Deed and the Te Arawa Deed and this Deed.
- 55 The Crown and the Board agree that any payment under clause 54 by the Crown to the Board is not intended to be or to give rise to:
- a a taxable supply for GST purposes;
  - b assessable income for income tax purposes; or
  - c a dutiable gift for gift duty purposes.
- 56 If a payment to the Board under clause 54 is chargeable with GST, the Crown must, in addition to any other payment, pay the Board the amount of GST payable in respect of the payment. If a payment is assessed for income tax or gift duty, the Crown agrees to pay, on demand in writing, any such assessment.

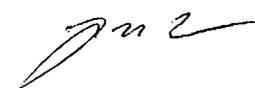


## UPPER WAIKATO RIVER LEGISLATION

- 57 The Upper Waikato River Legislation proposed for introduction by the Crown must:
- a include all matters required by this Deed to be included in the Upper Waikato River Legislation; and
  - b be in a form that the Board has notified the Crown is satisfactory to the Board.
- 58 This Deed is conditional on the Upper Waikato River Legislation coming into force.
- 59 The Crown may comply with clause 57 by proposing a supplementary order paper amending the Upper River Bill, in which case clause 58 will be satisfied upon the enactment and coming into force of the Upper River Bill.
- 60 Despite clause 58:
- a clauses 12, 25, 33 to 35 and 54 to 58 of this Deed are binding from the date of this Deed; and
  - b clauses 26 to 31 of this Deed are binding from the date of relevant parts of Waikato-Tainui Legislation coming into force.
- 61 The Board or the Crown may terminate this Deed, by notice to the other party, if clause 58 is not satisfied within 30 months after the date of this Deed.

## REVIEW AND AMENDMENT

- 62 The Crown and the Board agree that representatives of the Crown will meet with representatives of the Board to discuss this Deed on the same basis as reviews are to be conducted under Part 11 of the Waikato-Tainui Deed.
- 63 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Board and the Crown.

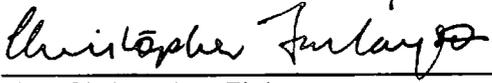


DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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SIGNED THIS 31<sup>st</sup> DAY OF May 2010

SIGNED for and on behalf of  
**HER MAJESTY THE QUEEN**  
in right of New Zealand by the Minister  
for 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 clauses  
55 and 56 of this deed in the presence of:

  
Hon Simon William English

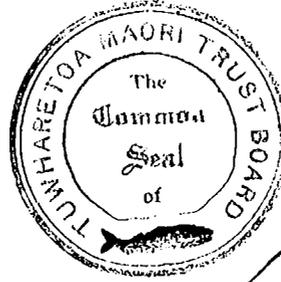
WITNESS

  
Name: CAROLYN PALMER

DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT ARRANGEMENTS  
FOR THE WAIKATO RIVER

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



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Sir Tumu te Heuheu  
Chairman

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Te Kanawa Pitiroi  
Deputy Chairman

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Rakeipoho Tairaoa  
Secretary