

**TAONGA TŪTURU PORTFOLIO ACCORD**

**Agreed between**

**The Crown, through the Minister for Arts, Culture and Heritage and the Chief Executive  
of the Ministry for Culture and Heritage**

**and**

**Maniapoto, through the Maniapoto Māori Trust Board**

**Dated 15<sup>th</sup> December 2011**

**1. INTRODUCTION**

1.1 On 27 September 2010 the Crown and the Maniapoto Māori Trust Board (the Board) signed:

- (a) a Deed in relation to the co-governance and co-management of the Waipā River (the Deed); and
- (b) the Waiwaia Accord.

1.2 The Waiwaia Accord is collateral to the Deed and is a solemn compact entered into by Maniapoto and the Crown. Its purpose is to:

- (a) reflect the unity of commitment to respect and care for the Waipā River and the mana tuku iho o Waiwaia;
- (b) enhance and sustain the on-going relationship between Maniapoto and the Crown;
- (c) oversee and protect the integrity of the agreements set out in the Deed and the Maniapoto legislation;
- (d) recognise, provide for and sustain the special relationship, which is expressed through the statements of significance, recognised in the Deed, that Maniapoto has with the Waipā River;
- (e) affirm the commitment of Maniapoto and the Crown to enter a new era of co-governance and co-management over the Waipā River for the overarching purpose of restoring and maintaining the quality and integrity of the waters that flow into and form part of the Waipā River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
- (f) through schedules to the Waiwaia Accord added under clause 8.3 of the Deed, provide for integrated management and the exercise of kaitiakitanga responsibilities in accordance with Maniapoto tikanga as appropriate.

- 1.3 The Waiwaia Accord is the primary, overarching accord and accordingly sets the context for any Accord that is entered into between Maniapoto and the Crown pursuant to clause 8.3 of the Deed. In the event there is an inconsistency between the Waiwaia Accord and any Accord entered into pursuant to clause 8.3, the Waiwaia Accord shall prevail.

## **2 PURPOSE OF THIS ACCORD**

- 2.1 This Accord is between the Minister for Arts, Culture and Heritage (the Minister), the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the Chief Executive) and Maniapoto, through the Maniapoto Māori Trust Board (the Board).
- 2.2 This Accord is entered into pursuant to clause 8.3.6 of the Deed and will be added as a schedule to the Waiwaia Accord. It sets out how the Minister and Chief Executive will interact with the Board on matters specified in this Accord.
- 2.3 For the purposes of this Accord the Board is the body representative of the whānau, hapū, and iwi of Maniapoto who have an interest in the matters covered under this Accord. This derives from the status of Maniapoto as tangata whenua in the Accord Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 2.4 The Minister, and the Chief Executive and the Board are committed, through this Accord, to establishing and maintaining a positive, cooperative and enduring relationship.

## **3. ACCORD AREA**

- 3.1. This Accord applies to the Waipā River and the Upper Waipā River as defined in clause 17.1 of the Deed and as identified in the map included as Appendix A of this Accord.
- 3.2. The Minister and the Chief Executive acknowledge that Maniapoto interests and the exercise of Kaitiakitanga relating to the Waipā River extend to an area beyond the Accord Area, and this area will be described in the Implementation Plan.
- 3.3. For the purpose of discussing co-management of the Waipā River, the parties may engage, in good faith and in accordance with the purpose and relationship principles of the Waiwaia Accord and this Accord, in respect of the matters specified in this Accord that impact on the exercise of kaitiakitanga of Maniapoto outside the Accord Area in the area referred to in clause 3.2.

## **ROLE OF THE PARTIES**

### **4.1. MANIAPOTO ROLE AND OBJECTIVES**

- (a) The role of the Board in respect of this Accord is to give effect to the Deed and the Waiwaia Accord and the overarching purpose of the restoration and maintenance of the quality and integrity of the waters that flow into and

form part of the Waipā River for present and future generations and the care and protection of the mana tuku iho o Waiwaia and includes ensuring the following:

- (i) the provision of access to, and the preservation, protection and management of, taonga tuku iho through Maniapoto tikanga and Kaitiakitanga as set out in this Accord;
  - (ii) Input into the policy, planning and decision-making processes set out in this Accord; and
  - (iii) The sharing of information.
- (b) The objectives of Maniapoto in respect of this Accord include:
- (i) the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipā River for present and future generations and the care and protection of the mana tuku iho o Waiwaia;
  - (ii) the restoration of the relationship of Maniapoto with the wai;
  - (iii) restoration and maintenance of the ability of nga wai o Maniapoto to provide for the practice of manaakitanga;
  - (iv) recognition and respect for the kawa, tikanga and kaitiakitanga of the marae, whanau, hapu and iwi of the Waipa River; and
  - (v) encouragement and empowerment of active involvement by Maniapoto in the expression of their kaitiaki responsibilities.

#### **4.2 CROWN ROLE:**

The Minister and Chief Executive have certain functions, powers, and duties in terms of the Protected Objects Act 1975 (the Act). The purpose of the Act is to provide for the better protection of certain objects by, among other things, regulating the export of taonga tūturu, and by establishing and recording the ownership of ngā taonga tūturu found after the commencement of the Act, namely 1 April 1976.

In exercising such functions and powers, the Minister is seeking a relationship with the Board consistent with the principles of te Tiriti o Waitangi/ the Treaty of Waitangi. The Minister recognises that the Maniapoto have an interest as tangata whenua in relation to the preservation, protection and management of its taonga tūturu, which arises from their mana within their rohe.

#### **4.3 CHIEF EXECUTIVE ROLE:**

##### **4.3.1 General**

The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Board within the limits of the Act. From the date this Accord is issued, the Chief Executive will:

- (a) notify the Board in writing of any taonga tūturu found within the Accord Area or identified of Maniapoto origin found elsewhere in New Zealand;
- (b) provide for appropriate examination and recording of any taonga tūturu found within the Accord Area or identified as being of Maniapoto origin found elsewhere in New Zealand;
- (c) notify the Board in writing of its right to lodge a claim with the Chief Executive for ownership of any taonga tūturu found within the Accord Area or identified as being of Maniapoto origin found elsewhere in New Zealand;
- (d) allow for Maniapoto kaitiakitanga as temporary custodians of any taonga tūturu found within the Accord Area or identified as being of Maniapoto origin found elsewhere in New Zealand, until ownership is determined, on such conditions agreed between the Board and the Chief Executive as to the care of the taonga tūturu;
- (e) despite 4.3.1(d) above, there may be situations where the Chief Executive considers that other arrangements are more appropriate, if so, the Chief Executive may make other arrangements, but the Chief Executive must:
  - (i) notify the Board in writing of those arrangements and reasons for them; and
  - (ii) seek and have regard to the views of the Board on those arrangements; and
  - (iii) notify the Board in writing of the final arrangements and the reasons for them; and
  - (iv) notify the Board in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any taonga tūturu found within the Accord Area or identified as being of Maniapoto origin found elsewhere in New Zealand, or for any right, title, estate, or interest in any such taonga tūturu; and
  - (v) notify the Board in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any taonga tūturu found within the Accord Area or identified as being of Maniapoto origin found elsewhere in New Zealand, or for any right, title, estate, or interest in any such taonga tūturu.

#### 4.3.2 Applications for Ownership

- (a) If the Board lodges a claim of ownership of any taonga tūturu found within the Accord Area or identified as being of Maniapoto origin found elsewhere in New Zealand with the Chief Executive, there are no competing claims of ownership, and the Chief Executive is satisfied that the claim is valid, the Chief Executive will apply to the Registrar of the Māori Land Court for an order confirming ownership of the taonga tūturu by the Board.

- (b) If there is a competing claim or claims lodged in conjunction with the Board's claim of ownership, the Chief Executive will consult with the Board for the purpose of resolving the competing claims, and if satisfied that the competing claims have been resolved and that a resolution is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the taonga tūturu.
- (c) If the competing claims for ownership of any taonga tūturu found within the Accord Area or identified as being of Maniapoto origin found elsewhere in New Zealand cannot be resolved, the Chief Executive, at the request of the Board, may facilitate an application to the Māori Land Court for determination of the ownership of the taonga tūturu.

#### 4.3.3 Applications for Custody

If the Board does not lodge a claim of ownership of any taonga tūturu found within the Accord Area or identified as being of Maniapoto origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:

- (a) notify the Board in writing;
- (b) seek and have regard to the views of the Board; and
- (c) notify the Board in writing of the decision made by the Chief Executive on the custody of the taonga tūturu.

#### 4.3.4 Export Applications

- (a) For the purpose of seeking an expert opinion from the Board on any export application to remove any taonga tūturu of Maniapoto origin from New Zealand, the Chief Executive will register the Board on the Ministry for Culture and Heritage's Register of Expert Examiners.
- (b) Where the Chief Executive receives an export application to remove any taonga tūturu of Maniapoto origin from New Zealand, the Chief Executive will consult the Board as an Expert Examiner on that application, and notify the Board in writing of the Chief Executive's decision.

#### 4.3.5 Registration as a collector of ngā taonga tūturu

The Chief Executive will continue to work with the Board as a Registered Collector of ngā taonga tūturu.

#### 4.3.6 Board Appointments

The Chief Executive shall:

- (a) notify the Board of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

- (b) add the Board's nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
- (c) notify the Board of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

#### 4.3.7 Provision of Cultural and/or Spiritual practices and Professional Services

- (a) When the Chief Executive requires cultural and/or spiritual practices to be undertaken within the Accord Area, the Chief Executive will invite the Board to provide such services. Where the Chief Executive has invited the Board to provide these services, the Chief Executive will make a contribution which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the Board at the time of the invitation.
- (b) Where appropriate, the Chief Executive will consider using the Board as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.
- (c) The procurement by the Chief Executive of any such services set out in clauses 4.3.7 (a) and (b) is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

#### 4.3.8 History publications relating to Maniapoto

- (a) The Chief Executive shall:
  - (i) upon the commencement of this Accord provide the Board with a list of all history publications commissioned or undertaken by the Ministry that relate substantially to Maniapoto, and will supply these on request; and
  - (ii) where reasonably practicable, consult with the Board during work that the Ministry undertakes that relates substantially to Maniapoto.
- (b) The Board accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the Board, is entitled to make the final decision on the material of the historical publication.

#### 4.3.9 Funding and Tribal Initiatives

The Chief Executive will make best endeavours to notify the Board of any awards and funds, to which applications can be made, which are administered by the Ministry, for example the Commemorating Waitangi Day Fund, and provide details of the application process and deadlines.

#### 4.3.10 Changes to Policy and Legislation Affecting this Accord

If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impact upon this Accord, the Chief Executive shall:

- (a) notify the Board of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
- (b) make available to the Board the information provided to Māori as part of the consultation process referred to in this clause; and
- (c) report back to the Board on the outcome of any such consultation.

#### 4.3.11 Consultation

Where the Chief Executive is required to consult under this Accord, the basic principles that will be followed in consulting with the Board in each case are:

- (a) ensuring that the Board is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- (b) discuss whether a working party should be created between the Ministry and the Board to progress issues arising;
- (c) providing the Board with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- (d) where practicable, ensuring that sufficient time is given for the participation of the Board in the decision making process, including the preparation of submissions by the Board, in relation to any of the matters that are the subject of the consultation;
- (e) ensuring that the Chief Executive will approach the consultation with the Board with an open mind, and will genuinely consider the submissions of the Board, in relation to any of the matters that are the subject of the consultation;
- (f) meeting with the Board, if requested by both parties, in order to discuss the issue and to seek to reach an agreed outcome; and
- (g) report back to the Board, either in writing or in person, on any decisions made that relate to that consultation.

#### 4.3.12 National monuments, war and historic graves

- (a) The Chief Executive shall seek and consider the views of the Board on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which is within the Accord area or in the Area outside the Accord Area (as defined in clause 3.3), and specifically relates to Maniapoto's interests.

- (b) Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Board, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

#### 4.3.13 Other Matters:

The Chief Executive will also discuss with the Board concerns and issues notified by the Board about the Act.

#### **4.4 THE ROLE OF THE MINISTER**

- (a) The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Board within the limits of the Act. In circumstances where the Chief Executive originally consulted the Board as an Expert Examiner, the Minister may consult with the Board where a person appeals the decision of the Chief Executive to:
  - (i) refuse permission to export any taonga tūturu, or ngā taonga tūturu, from New Zealand; or
  - (ii) impose conditions on the approval to export any taonga tūturu or ngā taonga tūturu, from New Zealand.
- (b) The Ministry will notify the Board in writing of the Minister's decision on an appeal in relation to an application to export any taonga tūturu where the Board was consulted as an Expert Examiner.

### **5 IMPLEMENTATION AND APPLICATION**

- 5.1 The Chief Executive will meet with the Board to develop and agree a strategy to implement this Accord as soon as reasonably practicable after the signing of this Accord. This strategy may include but is not limited to:
  - (a) any matters raised in this Accord;
  - (b) reporting processes to be put in place, if agreed by both parties;
  - (c) recognition of the special relationship that Maniapoto has with its taonga tūturu;
  - (d) developing a communications agreement; and
  - (e) establishing review processes and associated timeframes for this Accord.
- 5.2 The implementation strategy described in clause 5.1 of this Accord will have effect from the date agreed by both parties and specified in the strategy.



- 5.3 The parties, as far as is reasonably practicable, will provide opportunities for their relevant personnel to meet with each other, including arranging annual meetings (if requested by either party) to discuss and (if possible) resolve any issue that has arisen in the past 12 months.
- 5.4 In addition, as soon as reasonably practicable after the signing of this Accord the parties may discuss any projects of mutual interest between the Ministry and the Board (such as a project commemorating matters of historical significance to Maniapoto). The parties recognise that whether any project proceeds is at the sole discretion of each party.

## **6. STAFF AWARENESS**

- 6.1 From the date of signing this Accord the parties will as reasonably practicable:
- (a) train relevant employees on this Accord to ensure that they are aware of the purpose, content and implications of this Accord; and
  - (b) arrange for the relevant employees to be educated on:
    - (i) the values and practices of each party; and
    - (ii) the purpose, content and implications of this Accord.
- 6.2 Each party will identify staff who will be working closely with staff of the other party, and inform those staff of the contents of this Accord and their responsibilities and roles under it.
- 6.3 The parties will provide reasonable opportunities (as resources allow) to educate each other on their respective values, and practices.
- 6.4 Where there are areas of mutual interest, the Chief Executive may consider opportunities to collaborate with the Board through wānanga, internships or other similar initiatives.

## **7. REVIEW AND AMENDMENT**

- 7.1 The Minister and the Chief Executive and the Board agree that this Accord is a living document which should be updated and adapted to take account of future developments and additional co-management opportunities.
- 7.2 If requested by either party, the first review of this Accord will take place no later than three years from the signing of this Accord. Thereafter the Accord will be reviewed on a three-yearly basis, if requested by either party.
- 7.3 Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 8 of this Accord.
- 7.4 The Board and the Crown may only vary this Accord by agreement in writing.

7.5 In respect of the exercise of rights and obligations under this Accord:

- (a) any right of the Board will be exercised through the Maniapoto Māori Trust Board or its nominee; and
- (b) where the Minister or the Chief Executive is required to engage or otherwise interact with the Board (including, without limit, making available information, consulting, informing the Board of certain matters, seeking advice, providing notice or assistance, or meeting with the Board), the Minister or the Chief Executive will satisfy that obligation by engaging, or otherwise interacting with the Maniapoto Māori Trust Board or its nominee.

## **8. ADDITIONAL REDRESS MECHANISMS**

The Minister and Chief Executive agree to explore and have ongoing discussions with the Board regarding the development of additional redress mechanisms, as appropriate and necessary to enhance their relationship with each other.

## **9. ESCALATION OF MATTERS**

9.1 If one party considers that there has been a breach of this Accord then that party may give written notice to the other that they are in dispute. The following process shall be undertaken once notice is received by either party to this Accord:

- (a) Within 20 working days of being given written notice, the relevant contact person from the Ministry and a representative of the Board will meet to work in good faith to resolve the issue.
- (b) If the dispute has not been resolved within 20 working days of the process outlined with 9.1 (a), the Chief Executive and Chief Executive Officer for the Board will meet to work in good faith to resolve the issue.
- (c) If the dispute has still not been resolved within 20 working days of the process outlined in 9.1 (b) the Minister and the Chairman of the Board, or a representative appointed by the trustees of the Board, will meet to work in good faith to resolve the issue.

## **10. LIMITS OF ACCORD**

10.1 This Accord does not override or limit:

- (a) legislative rights, powers, or obligations;
- (b) the functions, duties and powers, Chief Executive and any Ministry officials under legislation including but not limited to the Protected Objects Act 1975 and the State Sector Act 1988;
- (c) the ability of the Crown to introduce and change government policy;
- (d) the ability of the Crown to interact or consult with any other person, including any iwi, hapu, marae, whanau or their representative; or

- (e) the legal rights and obligations of the Maniapoto Māori Trust Board.

## 11. DEFINITIONS AND INTERPRETATION

11.1 The provisions of this Accord shall be interpreted in a manner that best furthers the purpose of this Accord.

11.2 Terms defined in the Maniapoto co-management deed, the Waiwaia Accord and the Maniapoto co-management legislation have the same meaning in this Accord.

11.3 In this Accord, unless the context requires otherwise:

(a) **Chief Executive** means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive;

(b) **expert examiner** has the same meaning as in Section 2 of the Act and means a body corporate or an association of persons;

(c) **register of expert examiners** means the register of expert examiners established and maintained by the Chief Executive pursuant to section 7B(2) of the Act.

(d) **found** has the same meaning as in Section 2 of the Act and means:

in relation to any taonga tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the taonga tūturu and which suggest that the taonga tūturu was last in the lawful possession of a person who at the time of its finding is no longer alive; and 'finding' and 'finds' have corresponding meanings;

(e) **taonga tūturu** means to Maniapoto, those items or objects that –

(i) relate to Maniapoto culture, history or society; and

(ii) was, or appears to have been:

(a) manufactured or modified in New Zealand by Maniapoto; or

(b) brought into New Zealand by Maniapoto; or

(c) found outside of New Zealand but relate to Maniapoto culture, history or society; or

(d) provided by papatūānuku and used by Maniapoto; or

(e) used by Maniapoto; and

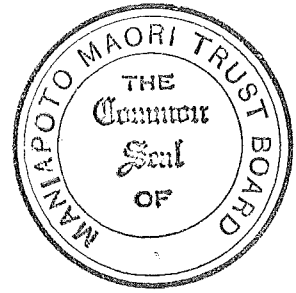
(f) is more than 50 years old.

- (f) **ngā taonga tūturu** has the same meaning as in section 2 of the Act and means two or more taonga tūturu;
- (g) **taonga tūturu** has the same meaning as in Section 2 of the Act and means an object that –
  - (i) relates to Māori culture, history, or society; and
  - (ii) was, or appears to have been,—
    - (a) manufactured or modified in New Zealand by Māori; or
    - (b) brought into New Zealand by Māori; or
    - (c) used by Māori; and
  - (iii) is more than 50 years old.
- (h) **Maniapoto Māori Trust Board** means the Maniapoto Māori Trust Board or any successor to the Maniapoto Māori Trust Board

**THIS MANIAPOTO-CROWN TAONGA TŪTURU PORTFOLIO ACCORD IS HEREBY AGREED TO BY THE PARTIES:**

**THE SEAL OF THE  
MANIAPOTO MĀORI TRUST BOARD**

Was affixed pursuant to a resolution of the Board and in the presence of



[Redacted signature]

Roderick Tiwha Bell  
Chairman

[Redacted signature]

Janise Hine-Kapetiu Eketone  
Secretary

[Redacted signature]

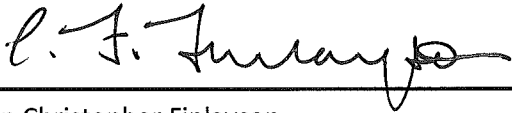
Hoani Titari John Wi  
Member

[Redacted signature]

Weo Maag  
Member

**SIGNED by  
THE MINISTER FOR ARTS, CULTURE  
AND HERITAGE**

in the presence of :


  
Hon Christopher Finlayson

WITNESS

[Redacted signature]

Name: *Richard May*  
Occupation: *Senior Private Secretary*  
Address: [Redacted]

**SIGNED for and on behalf of HER MAJESTY  
THE QUEEN** in the right of the Government of New Zealand by the Chief Executive of the Ministry for Culture and Heritage in the presence of :

  
Lewis Dare Holden

WITNESS

[Redacted signature]

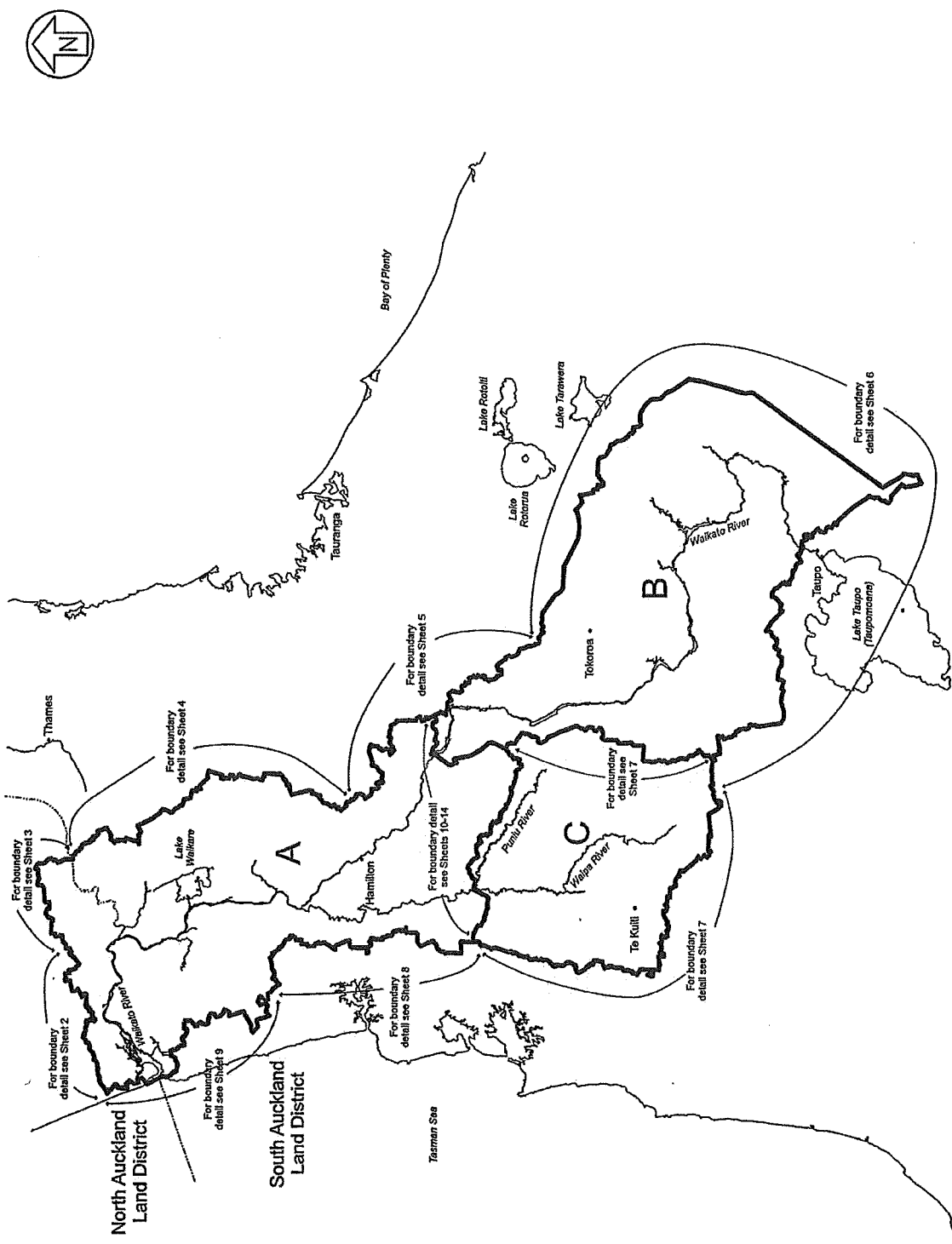
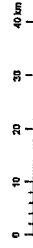
Name: *Imelda Baggas*  
Occupation: *Acting Strategic Advisor to CE*  
Address: [Redacted]

Notes:  
Where the boundary is shown along a river or road it follows the middle line of legal road or physical river unless shown otherwise.

.....  
for and on behalf of Maniapoto.

.....  
for and on behalf of the Crown.

Jurisdiction boundaries are reproduced in terms of the Waikato River and Waipa River Catchment analysis supplied by Environment Waikato. Boundaries have been aligned to the cadastral core record system as at July 2008. Alignment has been made, where possible, to the nearest appropriate legal boundary, road or river.



Sheet 1 only  
File AE03559  
Received  
Instructions  
**SO 409144**

UPPER WAIIPA RIVER CATCHMENT  
area marked C hereon.  
Prepared by Office of Treaty Settlements  
Date June 2010

**WAIIPA RIVER AND WAIKATO RIVER  
CO-GOVERNANCE AREAS**

Land Districts: South Auckland and  
North Auckland  
Regional Authority: Environment Waikato