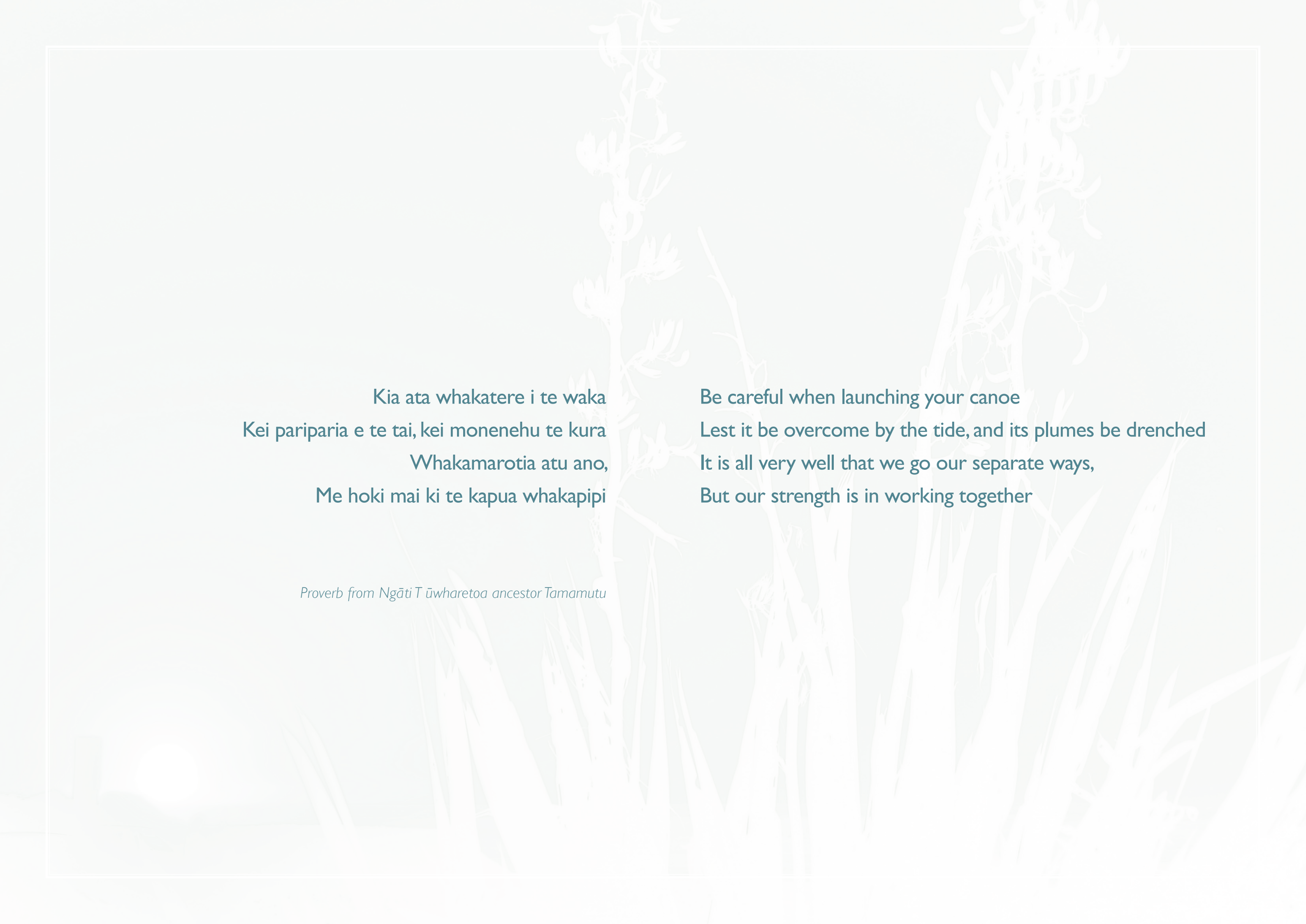




## JOINT MANAGEMENT AGREEMENT

### TE WHAKAAETANGA MA TE WHAKAKOTAHINGA A RŌPŪ WHAKAHAERE





Kia ata whakaterere i te waka  
Kei pariparia e te tai, kei monenehu te kura  
Whakamarotia atu ano,  
Me hoki mai ki te kapua whakapipi

*Proverb from Ngāti Tūwharetoa ancestor Tamamutu*

Be careful when launching your canoe  
Lest it be overcome by the tide, and its plumes be drenched  
It is all very well that we go our separate ways,  
But our strength is in working together

TE WHAKAAETANGA MA TE WHAKAKOTAHINGA  
A RŌPŪ WHAKAHAERE

kei waenganui i

Te Kaunihera a Rohe o Taupō

me

Te Poari Māori o Tūwharetoa  
Ma Ngāti Tūwharetoa Iwi

E ai ki te 'Resource Management Act 1991'  
I whakatika ai te ture  
'Resource Management Act 2005' (2005 No 87)

JOINT MANAGEMENT  
AGREEMENT

between

Taupō District Council

and

The Tūwharetoa Māori Trust Board  
On behalf of Ngāti Tūwharetoa Iwi

Pursuant to the Resource Management Act 1991  
as amended by the  
Resource Management Amendment Act 2005 (2005 No 87)

## 1.0 WHAKAMĀRAMATANGA

### Te Wā Whakaaetanga

Te wā ka whakamanahia tēnei whakaaetanga

### AMINZ

Te Tari Kaiwhakatau me te Takawaenga o Aotearoa

*Nohoanga a Pōhi:*

PO Box 1477

Level 3, Hallenstein House

276-278 Lambton Quay

Wellington

Waea: 04 4999 384

Waea kore utu: 0800 4AMINZ (0800 426469)

### Ngā Kaikōmihana

Ngā tāngata katoa e ai ki ngā Wahanga 39A me te 39B, ngā mema kaunihera, me ngā tokotahi kai kōmihana kua whakamātau atu ki ngā tohu tika, kua akohia, kua mutu hoki i te 'Approval of accreditation Making Good Decisions Programme for RMA decision-makers'.

### Te Whakaaetanga Mo Te Whakakotahinga a Rōpū Whakahaere

E whakamārama ana i te Wahanga 2 o te RMA me te whakaae pēnei –

- (a) i hangaia e tētehi mana a rohe me te whakaae atu hoki i tētehi, wētehi rānei -
  - (i) mana a hāpori, e ai ki te wahanga (b) e whakamārama ana i taua "mana a hāpori":
  - (ii) mana a iwi, he rōpū kanohi a hapū rānei; anō
- (b) kia huaki ki ngā rōpū te whakaaetanga ma te whakakotahinga a rōpū whakahaere kia kawe tahi i ngā mahi e pā ana ki ngā mana a hāpori, te kawe mana, me ngā mahi kei raro i tēnei Ture e aro ana ki ngā rawa a taiao a tinana rānei; anō
- (c) ka whakamārama atu ngā kawenga mahi, me te whakamana i aua mahi; anō
- (d) whakamārama he aha ngā rawa a taiao, a tinana rānei; anō
- (e) whakamārama mai ngā rawa a taiao, a tinana rānei, mēna kei roto a rohe te katoa, rānei, he wahanga noaiho kei roto a rohe; anō

## 1.0 DEFINITIONS:

### Adoption Date

The attestation date of this agreement

### AMINZ

Arbitrators & Mediators Institute of New Zealand

*Postal Address:*

PO Box 1477

Level 3, Hallenstein House

276-278 Lambton Quay

Wellington

Telephone: 04 4999 384

Freephone: 0800 4AMINZ (0800 426469)

### Commissioners

Any person pursuant to sections 39A and 39B, including councillors and independent commissioners who hold appropriate qualifications and training that have completed the Approval of accreditation Making Good Decisions Programme for RMA decision-makers.

### Joint Management Agreement or Agreement

As defined in Section 2 of the RMA and means an agreement that –

- (a) is made by a local authority with one or more –
  - (i) public authorities, as defined in paragraph (b) of the definition of "public authority":
  - (ii) Iwi authorities or groups that represent hapū; and
- (b) provides for the parties to the joint management agreement jointly to perform or exercise any of the local authority's functions, powers, or duties under this Act relating to a natural or physical resource; and
- (c) specifies the functions, powers, or duties; and
- (d) specifies the natural or physical resource; and
- (e) specifies whether the natural or physical resource is in the whole of the region or district or part of the region or district; and
- (f) may require the parties to the joint management agreement to perform or exercise a specified function, power, or duty together; and

- (f) kei whakakotahi ai ngā rōpū ki te whakakotahitanga ma te Rōpū Whakahaere ki te kawē i tētehi pūmahī, ki te whakamanahia rānei; anō
- (g) mēna ka tutuki atu ki te whiti (f) ka whakamārama mai ka pēhea te whakaae e te rōpū Whakakotahinga Whakahaere; anō
- (h) Ka taea te whakatakoto wētehi tikanga e pāi ana ma te kawē i ngā mahi, te whakamana rānei i ngā ture e ai tika atu, e toro whānui ake rānei, ki ngā tikanga e pā ana ki ngā nama me ngā raru e pā ana ki wēra.

#### **LEADR**

Leading Edge Alternative Dispute Resolvers  
*Nohonga a Pōhi:*  
PO Box 10991, Level 8, Terrace Legal House,  
The Terrace, Wellington  
Waea: 04 470 0110

#### **Ngā Whenua Māori**

Ko ngā whenua Māori, he whenua e ai ki Te Ture Whenua Act 1993, kua rēhita hoki ki roto i te Kooti Māori. Ko ngā whenua Māori, ko wēra kia toru tāngata, neke atu rānei, e pupuri i te mana mo taua whenua.

#### **Nga Rōpū Whakamana**

Te Poari Māori o Tūwharetoa ma Ngāti Tūwharetoa me Te Kaunihera a Rohe o Taupō

#### **Te Ture**

Resource Management Act 1991

## **2.0 KAUPAPA**

Ko te kaupapa o te Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere hei whakatakoto i te pūtake ma te whakatupu me te whakahono, kia mārama ai ngā rōpū ma te kawenga i te ture e pā ana ki ngā whenua Māori kei roto i te rohe tūturu o Ngāti Tūwharetoa Iwi me kei roto i te rohe o Taupō.

He pūtake te ture kia taea te mahi tahi e ngā rōpū i ngā mahi a rohe me āna mana kei raro i tēnei ture e pā ana hoki ki ngā rawa a taiao a tinana

- (g) if paragraph (f) applies, specifies how the parties to the joint management agreement are to make decisions; and
- (h) may specify any other terms or conditions relevant to the performance or exercise of the functions, powers, or duties, including but not limited to terms or conditions for liability and funding

#### **LEADR**

Leading Edge Alternative Dispute Resolvers

*Address:*

PO Box 10991, Level 8, Terrace Legal House,  
The Terrace, Wellington  
Telephone: 04 470 0110

#### **Multiply Owned Māori lands**

Māori Land is land which is subject to the Te Ture Whenua Act 1993 and land that is registered at the Māori Land Court. Multiply owned Māori land is where there are 3 or more owners of Māori Land.

#### **Parties**

Tūwharetoa Māori Trust Board on behalf of Ngāti Tūwharetoa Iwi and Taupō District Council

#### **The Act**

Resource Management Act 1991

## **2.0 PURPOSE**

The purpose of this Joint Management Agreement is to provide the basis to develop and confirm a relationship and understanding between the parties with regard to the administration of the Act in relation to multiply owned Māori land within the traditional rohe of Ngāti Tūwharetoa Iwi within the Taupō District.

The Act provides a basis for the parties to jointly perform or exercise any of the local authority's functions, powers, or duties under this Act relating to a natural or physical resource. The agreement specifies those functions, powers, or duties; relevant area within the district; and scope of

rānei. Kei te whakamārama mai te ture he aha aua kawenga mahi, me te āhua o te whakamana, e pā ana ki ngā wahanga a rohe, me ka pēhea te whakawhānui ake i aua mahi, me ka pēhea te whakaae e ngā rōpū.

### 3.0 NGĀ TIKANGA O TE HONONGA

Ka whakamanahia ngā rōpū i tēnei whakaaetanga e mau ana ki ngā tikanga e pā ana ki te ngākaupono me te mahi tahi, kia huaki pūataata ma te whakakotahi i ngā mōhiotanga kia oti pai ngā whakaritenga.

Kia whāki atu hoki ngā rōpū ma ngā whakaaetanga me te pēhea o te tuku ki Aoteroa whānui he take hiringa ngā tikanga a Māori me o rātou whenua tuku iho, te wai, ngā wāhi tapu, me wētehi atu taonga.

Kia mōhio ngā rōpū ki te tūranga o te Kaunihera e pā ana ki ngā whakaaetanga e ai ki te Wahanga 31 o te Resource Management Act me te Wahanga 11 o te Local Government Act 2002. Kia mōhio ngā rōpū ka taea te Kaunihera ki te whakamana i tēnei whakaaetanga, ki te mahi tahi me te kawē i tētehi pū mahi, me te whakamanahia kei raro i te Wahanga 36B o te Ture.

Ma te Kaunihera hei whakamārama atu ki te Poari Māori o Tūwharetoa kia mau rātou ki te mōhio mo ngā whakatikanga a mahi, ma te whiri take, me te whakarerekē i ngā pū o te District Plan, me te whakamōhio atu mo ngā tono whakaaetanga a taiao, me ngā whakarerekētanga kei roto i te taunga whenua kua tāpiri atu.

### 4.0 NGĀ WHAKAAETANGA

E ai ki te Wahanga 36C o te ture, ka taea ko rātou anahe e te Kaunihera a Rohe o Taupō ki te kawē i ngā whakaaetanga i ngā wā ka wātea kia mahi tahi ngā rōpū. Ka taea te mahi tahi e te Kaunihera a Rohe o Taupō pēnei i ngā wā e whai ake ki wēnei tohu:

- (a) i ngā wā ka whai whakaaetanga ma tētehi kawenga mahi kei raro i tēnei whakaaetanga, mēna kua whakamārama atu Te Poari Māori o Tūwharetoa ki te Kaunihera kaore rātou ka taea whakamanahia ki roto i te wā tika ma te whakaaetanga; rānei

those specified duties and how the parties are to make decisions.

### 3.0 PRINCIPLES OF THE RELATIONSHIP

The parties will uphold this agreement based on principles of good-faith and cooperation, and open and transparent sharing of information in the process of making good joint decisions.

The parties also acknowledge the need to recognise and provide for, as a matter of national importance, the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga.

The parties recognise the role of Council in relation to making decisions as defined by Section 31 of the Resource Management Act and Section 11 of the Local Government Act 2002. The parties recognise that Council has the power to make this agreement and jointly perform or exercise a specified function, power, or duty as defined herein, and according to Section 36B of the Act.

Council shall ensure that Tūwharetoa Māori Trust Board is kept informed of relevant aspects of preparation, review and changes to the District Plan and notified resource consent applications, and notified plan changes within or affecting the area indicated in the attached map.

### 4.0 DECISION MAKING

In accordance with Section 36C of the Act Taupō District Council may act by itself under this joint management agreement when this joint management agreement requires the parties to perform a duty together. Taupō District Council may perform or exercise the duty by itself in the following circumstances:

- (a) where a decision is required in relation to a duty under this agreement and the Tūwharetoa Māori Trust Board has advised Council that it is unable to meet any timeframe required to make the decision; or
- (b) Where the Joint Management Agreement does not provide a method for making a decision of the kind required.

(b) e ai ki te Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere, kaore kau he tikanga kei roto mo taua whakaaetanga.

Ngā whakaaetanga kei wenganui i ngā rōpū he tohu whakaaetanga tēra na te mana a rohe e ai ki te Wahanga 36D o te Ture.

## 5.0 TE HŌKAI O TE WHAKAAETANGA A RŌPŪ WHAKAHAERE

Ko te āhua mo te pēhea o te whakaae kei runga, he aronga noaiho ki ngā whakaaetanga a taiao me te whakarerekē o ngā umanga a hoahoa e ai ki ngā whenua Māori kei roto i te rohe o Taupō.

## 6.0 TE KŌWHIRINGA KI WAHO

I te whakaaetanga o ngā āpiha o te Kaunihera me te tuku mōhio ma taua Whakaaetanga a taiao, rānei, mo te whakarerekē i tētehi ūmanga a hoahoa, ka whakamōhio atu e te Kaunihera ki ngā kaitono me te Poari Māori o Tūwharetoa, he ara whiringa kei te wātea kia whakakotahi atu ma te whakarongo kei raro i te Wahanga 7 o tēnei Whakaaetanga ma te Whakakotahitanga a Rōpū Whakahaere.

Ka wātea mai i taua wā e 20 ngā rā mahi mo te kaitono hei whakamōhio atu ki te Kaunihera mēna kei te hiahia rātou kia kōwhiri ki waho o te hui whakawā kei mua i ngā rōpū. Mēna kaore ka whakamōhio mai kei roto i te 20 o ngā rā mahi, ka whakakorengia e taua tono e ai ki ngā whakamārama e pā ana ki tēnei Whakaaetanga mo te Whakakotahinga a Rōpū Whakahaere.

## 7.0 TE KAWENGA ME TE KANOHI ATU

I te whakaaetanga o te kaitono kia whai ake ia ki te Whakaaetanga a Rōpū kei raro i te Wahanga 6 o tēnei whakaaetanga, kua āhua mau te kaitono kia rongohia e ngā tāngata kōmihana kia taea ki te Kaunihera hei whakarongo ki te tono. I taua wā ka whakatika atu e te Kaunihera a Rohe o Taupō me te Poari Māori o Tūwharetoa kia rua ngā tāngata komihana ma ia rōpū. Ka hui ngā komihana tika kua whiriwhiria kia rapuhia i tētehi atu tangata anō kia noho ki taua rōpū, me te whiri ko wai ka noho heamana ma taua rōpū

Joint decisions between the parties have the effect of a decision of the local authority according to Section 36D of the Act.

## 5.0 SCOPE OF THE JOINT MANAGEMENT AGREEMENT

The decision making process defined above relates only to notified resource consents and private plan changes on or affecting multiply owned Māori land within the Taupo District..

## 6.0 OPTING OUT

Once Council officers have made the decision to notify a resource consent or private plan change, Taupō District Council will give notice to the applicants and the Tūwharetoa Māori Trust Board of the option of having the application heard by a joint committee as described in Section 7 of this Joint Management Agreement.

The applicant will then have 20 working days to notify the Council if they wish to opt out of the joint hearing process. If no notification is received within 20 working days then the hearing of the application will default to the process as defined by this Joint Management Agreement.

## 7.0 PROCESS AND REPRESENTATION

Once an applicant has decided to opt in to the joint management process under section 6 of this agreement, the applicant is deemed to agree to have this heard by a joint panel of commissioners to attend to the Council hearing of the application. Taupō District Council and the Tūwharetoa Māori Trust will then select two commissioners each.

The chosen commissioners shall then meet and identify an additional member for the panel and to identify the chairperson for that panel. If consensus is not reached on this matter the standard Taupō District Council list of independent commissioners will be used for selection purposes and the fifth person will be appointed by Council officers as panel member and chairperson. The full panel and chairperson will need to be identified a minimum of 20 working days prior to the hearing.

anō. Mēna kaore ka taea e rātou te whakatika, ka takahuri atu ki te whiri i ngā tāngata kōmihana tūturu e mau rārangi ana i te Kaunihera o Taupō. Ma ngā āpiha o te Kaunihera anō hei ki ko wai te tangata tuarima me ko wai te heamana. Kia whakamōhio atu ki te heamana me te rōpū katoa ma te hui whakawā i roto i te 20 o ngā rā mahi i mua o taua hui.

## 8.0 TOHU WHAKAMANA I TE MĀIA HANGARAU TE MĀKOHAKOHA RĀNEI

Ka whakatūturuhia me kei te mau i te māia hangarau, i te mākohakoha rānei e ngā māngai kua whakaaetia no te kaunihera o Taupō me Te Poari Māori o Tūwharetoa ki te tū hei tāngata kōmihana me te kawē i ngā take me te whakamanahia hoki kei raro i tēnei whakaaetanga e ai ki te wahanga 36b (1) (a) o te ture.

## 9.0 NGĀ TIKANGA MA TE POOTI

Ka ōrite ngā tikanga ma te pooti ki te rōpū katoa i ngā hui whakawā, kei te heamana te pooti whakamana mēna kua ōrite ngā pooti.

Me ka taka ki waho tētehi o te rōpū i roto i te 10 o ngā rā i mua o te tīmatatanga o te hui whakawā, ka kawea tonu taua hui me kei te mau tonu i te toru tāngata hei whakwā i taua hui.

## 10.0 NGĀ PĀNGA PAPĀ

Kia tomua rawa te whakamārama atu e te tangata i ōna pānga papā ki te rōpū whakawā, e ai hoki ki ngā tikanga a ngā 'Controllers and Auditor-Generals Guidelines: Managing conflicts of interest: Guidance for public entities'.

## 11.0 TE RARĀ PŪTEA

E ai ki tēnei whakaaetanga, ka ōrite te utu ki wēra o Tūwharetoa e noho ana ki runga i te rōpū whakawā, ki ngā tāngata kōmihana no te Kaunihera o Taupō e ai ki te Whiti 6, me te pukapuka āpiti 7 o te Ture Kāwanatanga a Rohe 2002 me te Wahanga 19 o te Ture a Rōpū Whakamana utu 1977. Ka mau tūturu te utu ki te tangata tuarima kua whakakotahi atu ki te rōpū whakawā.

## 8.0 WARRANTY OF TECHNICAL CAPABILITY OR EXPERTISE

Representatives of the Taupō District Council and Tūwharetoa Māori Trust Board selected as the panel of commissioners herein confirm that they have the technical or special capability or expertise to perform or exercise the function, power, or duty jointly under this agreement, pursuant to Section 36B(1)(A) of the Act.

## 9.0 VOTING RIGHTS

All members of the panel will have equal voting rights at the hearing, and the Chairperson has the casting vote in the case of a split vote.

If 10 days before the commencement of the hearing, any members withdraw from the panel, the remaining panel shall continue to hear the application provided there is at least three panel members present.

## 10.0 CONFLICTS OF INTEREST

Conflicts of Interest shall be considered and identified at the earliest possible moment and brought to the attention of the panel at the earliest possible time, and in accordance with the Controllers and Auditor-Generals Guidelines: Managing conflicts of interest: Guidance for public entities.

## 11.0 FINANCIAL IMPLICATIONS

Tūwharetoa members of any panel selected according to this agreement will be charged at the same rate as Taupō District Council Commissioners pursuant to Clause 6, Schedule 7 of the Local Government Act 2002 and Section 19 of the Remuneration Authority Act 1977. The additional or fifth panel member will be charged at their standard charge out rate.

Parties agree that the above provision for charging complies with Section 36B(c) of the Act in relation to: (i) the resources that will be required for the administration of this agreement; and (ii) how the administrative costs of this joint management agreement will be met.

Ka whakaae ngā rōpū me kei te aro tika te āhua o te utu e ai ki te Wāhanga 36B (c) o te Ture, e ai hoki ki te: (i) ngā rauemi e hiahiatia ana ma te kawenga i tēnei whakaaetanga; (ii) Ka pēhea te utu tika te kawenga i tēnei Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere.

## 12.0 TE WHAKATAU I NGĀ PAPĀ

Ka mau te mōhio ki ngā tāngata o tēnei whakaaetanga ma te kawenga pai kia oti tika ngā whakaaetanga ma ngā tono a taiao. E ai anō, me ka tū papā, me ka whai ara ma te whakatika i aua papā, kia kaua e rerekē ki wēra no te Kaunihera e whai tika ana ma te whakaae i ngā tono a taiao me te whai atu i ngā ara mo aua whakaae.

I ngā wā ka tū te papā kei waenganui i ngā rōpū, ka whai kaha ngā rōpū ki te whakatika i aua papā i runga i te whiri, me te whakawhitiwhiti kōrero. Mēna ka kore e tae te whakatika i runga i te kōrero tahi me te whiri whakaaro, ka taea tētehi o aua rōpū ki te tono atu ki tētehi atu tangata takawaenga no te LEADR NZ (Leading Edge Alternative Dispute Resolvers) rānei no te AMINZ (Arbitrators & Mediators Institute of New Zealand) e mātau ana ki te kaupapa, ki te ārahi atu kia whai otinga pai. Mēna ka kore e taea te whakaae i ngā rōpū ki tētehi kaitakawaenga, ka riro i te Tumuaki (tētehi tangata ōrite rānei) no LEADR rānei no AMINZ hei ki ko wai.

## 13.0 TIROHANGA HOU

Ka kawē i te tirohanga hou ki te whakamātau atu ma te pēhea o te haere o te Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere ia 12 marama to muri i te wā Timata, kia whakaae hoki ngā rōpū e rua ki tēra.

Ma ngā tāngata o te Kaunihera a Rohe o Taupō rātou ko Te Poari Māori o Tūwharetoa hei kawē tahi i tēnei whakamātau. Ka whakatau aua tirohanga hou ki mua i te katota o te Kaunihera me te Poari o Tūwharetoa hei whiringa kōrero.

### **Ka mau ki roto i aua tirohanga hou:**

(a) He tuhinga poto ma ngā hui whakawā ma te 12 marama kua hipa, me ēhia ngā hui whakawā, ēhia ngā whakaaetanga, me ēhia ngā tono i

## 12.0 CONFLICT RESOLUTION

Parties to this agreement acknowledge the requirement for effectiveness and efficiency in delivering resource management decisions. Accordingly, any conflict or conflict resolution process shall not be incompatible with Council's duty to efficiently process resource management decisions and shall pursue the following resolution process.

In the event of a dispute between the parties, parties will use best efforts to informally resolve the dispute in good faith through dialogue and negotiation. If a dispute cannot be resolved by direct discussion and negotiation, either party may appoint a suitably qualified mediator from LEADR NZ (Leading Edge Alternative Dispute Resolvers) or AMINZ (Arbitrators & Mediators Institute of New Zealand) to facilitate the resolution of conflict. If the parties do not reach agreement over the appointment of a mediator, the mediator shall be appointed by the President (or equivalent) of LEADR or AMINZ.

## 13.0 REVIEW PROCESS

This Joint Management Agreement will be formally reviewed every 12 months after the adoption date, subject to the approval of both parties.

The review will be undertaken jointly by Taupō District Council and Tūwharetoa Māori Trust Board officers and findings of the review formally presented to Council and the Trust Board.

### **The review shall include:**

- (a) a summary of the joint hearings for that 12 month period including number of hearings, decisions made and appeals received;
- (b) any identified issues that have arisen at any step in the process as identified by Taupō District Council and Tūwharetoa Māori Trust Board Officers, and all the decision makers involved;
- (c) any issues that have been identified by applicants or submitters as a result of a post hearing survey;
- (d) any additional functions, powers or duties which may be undertaken under this Joint Management Agreement.

whakahokia.

- (b) Mēna i kitea ki wētehi take hei whiringa e te Kaunihera a Rohe o Taupō rātou ko Te Poari Māori o Tūwharetoa, me ko wai anō i aro atu ki aua whakaaetanga.
- (c) Mēna i kitea e ngā kaitono ki wētehi take hei whiringa i te mutunga o ngā hui whakawā.
- (d) Mēna he kawenga mahi anō ka tae te tāpiri atu ki tēnei Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere.
- (e) Mēna ka whakaae ka mau tonu kia ōrite te kawē i ngā mahi e pā ana ki te Whakakotihanga a Rōpū Whakahaere, me ka whakarerekē tēnei Whakaaetanga, rānei, me ka whakakore i tēnei Whakaaetanga e ai ki te Whiti 14.0.

Mēna ka puta mai i tēnei tirohanga hou kia whakarerekē, ka whakaaetia e te katoa o ia rōpū, ara, te Kaunihera me te Poari Māori o Tūwharetoa.

#### 14.0 TE AUKATINGA

E ai ki ngā whakaritenga mo ngā tirohanga hou kei runga, ka taea te kumea ki waho i te kotahi o tētehi o ngā rōpū mēna kei te hiahiatia. Kia 20 ngā rā mahi mo te whakamōhio atu mo tēnei, E ai tēnei ki te Wahanga 36E o te Ture.

- (e) a recommendation to either continue either the Joint Management Agreement with no changes; amend the Joint Management Agreement, or terminate the Agreement according to clause 14.0.

Any changes deemed necessary from this review shall be formally ratified by full Council and the Tūwharetoa Māori Trust Board, respectively.

#### 14.0 TERMINATION

Subject to the review process above, any Party to this agreement may terminate the agreement by giving the other party 20 working days notice, according to Section 36E of the Act..

## 15.0 TE WHAKAMANA

Ka uru pai ngā rōpū ki roto i tēnei whakaaetanga i runga i te pono, te wairua pai, me te whai i te huarahi tuuturu ma te hononga tahi.

He whakaaetanga tūtutru tēnei e mau ana i ngā whakaaetanga katoa kua kōrerohia, kua tuhia hoki.

Ka mokohia i tēnei whakaaetanga e ngā kaitohu tangata no te Poari Māori o Tūwharetoa me te Kaunihera a Rohe o Taupō hei tohu whakaae me te whakamana i tēnei whakaaetanga.

### Tūwharetoa Māori Trust Board

Heamana Te Heuheu Tukino VIII (Tumu), DCNZM Chairman

Rakeipoho Taiaroa  
Secretary

## 15.0 ATTESTATION

This agreement is freely entered into by all parties in the spirit of good faith with the intention of creating a meaningful long-term partnership.

This agreement is the entire agreement and includes all prior agreements both written and verbal.

Authorised representatives of Tūwharetoa Māori Trust Board and Taupō District Council sign this document as verification of their party's commitment to this agreement.

### Taupō District Council

Mayor Rick Cooper Tumuaiki

Rob Williams  
Chief Executive Officer

Dated  
This, the \_\_\_\_\_ day of \_\_\_\_\_ 2008

\_\_\_\_\_  
Witnessed by

## KUPU TAKA

Ara whiringa  
rōpū kōmihana – tāngata kōmihana  
Hōkai  
Huinga whakawā  
Kōwhiringa ki Waho  
Māia hangarau  
Papā  
Pukapuka āpiti  
Rarā  
Taea  
Te Whaaetanga ma te Whakakotahianga a Rōpū Whakahaere  
Tirohanga hou  
Tohu whakamana  
Ūmanga a hoahoa  
Mākohakoha  
Whakatau papā  
Whiti  
Māngai  
Pānga

## GLOSSARY

options  
Commissioners  
scope  
hearing  
opted out  
technical capability  
conflict  
schedule  
implications  
attend  
Joint Management Agreement  
review  
warranty  
private plan  
expertise  
conflict resolution  
clause  
representatives  
interest (conflict of)