

TE RUNANGANUI O NGATI POROU

and

**THE SOVEREIGN in right of New
Zealand**

RELATIONSHIP ACCORD

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CONTEXT

1. Ngati Porou and the Crown are committed to the Relationship Accord (the Accord) through the Deed of Settlement of Historical Claims, signed by Te Runanganui o Ngati Porou Trustee Limited, as trustee of Te Runanganui o Ngati Porou, and the Crown, on 22 December 2010.
2. This Accord is closely connected to the Whakamana Accord, which stems from the Nga Hapu o Ngati Porou Foreshore and Seabed Deed of Agreement, signed by Te Runanga o Ngati Porou, for Nga Hapu o Ngati Porou, and the Crown on 31 October 2008.

THE PARTIES

Ngati Porou

3. Ngati Porou refers to nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau, and
 - 3.1. means:
 - a. the collective composed of individuals who descend from one or more Ngati Porou tipuna; and
 - b. every whanau or hapu to the extent that it is composed of individuals who descend from one or more Ngati Porou tipuna; and
 - 3.2. includes:
 - a. nga hapu o Ngati Porou listed in Appendix B: and
 - b. every individual referred to in Clause 3.1(b) above.
 - 3.3. Ngati Porou tipuna means an individual who exercised customary rights within the Ngati Porou rohe (see Appendix A) on or after 6 February 1840 by virtue of being descended from:
 - a. Porourangi (also known as Porou Ariki te Mataratara-a-whare te Tuhimareikura-a-Rauru); or
 - b. a recognised ancestor of any of nga hapu o Ngati Porou, including Hauiti, Hinekehu, Hinemaurea, Hinerupe, Hunaara, Irakaiputahi, Konohi, Mahaki-ewe-karoro, Materoa, Rakai-a-tane, Ruataupare,

Ruawaipu, Taiau, Takimoana, Tawhipare, Te Aotaihi, Te Aotaki, Te Ataakura, Tuere, Tuwhakairiora, Uepohatu, and Umuariki.

Te Runanganui o Ngati Porou Trustee Limited

4. Te Runanganui o Ngati Porou Trustee Limited is the Trustee for Te Runanganui o Ngati Porou, the trust established by Te Runanganui o Ngati Porou trust deed. It is the representative body of Ngati Porou.

The Crown

5. The Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers or their delegates who are signatories to the Accord and Departments of the Crown that sign portfolio agreements with Te Runanganui o Ngati Porou Trustee Limited pursuant to this Accord.

Acknowledgements

6. The Crown recognises that:
 - 6.1. Ngati Porou assert that they have ongoing and enduring ownership interests unbroken within the Ngati Porou rohe; and
 - 6.2. the mana of Ngati Porou in relation to the Ngati Porou rohe is:
 - i. unbroken, inalienable and enduring; and
 - ii. held and exercised by Ngati Porou as a collective right.
7. For the avoidance of doubt, the recognition by the Crown of these assertions does not amount to a recognition of customary marine title as defined in the Marine and Coastal Area Act 2011.
8. The parties acknowledge that any differences between them are best resolved through negotiation.
9. The parties wish to encourage the economic, social and cultural wellbeing of Ngati Porou and the environmental wellbeing of the Ngati Porou rohe, which is a taonga tuku iho o Ngati Porou.
10. The parties recognise the significant contributions of Ngati Porou to the history and culture of their rohe and New Zealand.

11. The parties acknowledge that Te Tiriti o Waitangi/the Treaty of Waitangi lays an important foundation for the conduct of the present and ongoing relationship between the parties.
12. The parties wish to achieve certainty with respect to their relationships with each other and the inter-relationship with the public at large in respect of the Ngati Porou rohe.
13. Accordingly, the parties have, in a spirit of co-operation and good faith, agreed to enter into this Accord.

PURPOSE

14. The purpose of this Accord is to:
 - 14.1. affirm the commitment of the Crown and Ngati Porou to enter a new era of collaboration, to deliver improved outcomes from government investment in the Ngati Porou rohe; and
 - 14.2. use existing Crown/Ngati Porou relationships, or develop new relationships where required, to strengthen Ngati Porou input into priority setting and decision-making related to government funding and responsibilities within particular portfolios and/or Crown providers (as appropriate) focused on, erosion control, social services and public infrastructure in the Ngati Porou rohe.

SCOPE OF ACCORD

15. The Accord is an overarching accord and unless otherwise stated will apply to all those matters as agreed in the portfolio agreements, memoranda or similar agreements, between the Chair, Te Runanganui o Ngati Porou Trustee Limited and Chief Executives of Crown agencies, and will apply to the Ngati Porou rohe, as shown in Appendix A, unless otherwise mutually agreed by the parties to the portfolio agreements.

PRINCIPLES

Ngati Porou Principles

16. The following principles underlie the legal expression, protection and recognition of the mana of Ngati Porou in relation to the Ngati Porou rohe, and provide context for Ngati Porou's approach to the Accord:

Toitu te mana atua (principle 1)

- 16.1. the Accord will provide a firmer basis for Ngati Porou to provide for the social, economic, cultural and spiritual wellbeing of people living in and passing through the Ngati Porou rohe;

Toitu te mana whenua (principle 2)

- 16.2. the Accord will assist Ngati Porou to fulfil the kaitiaki role that it has continued to play in ensuring the sustainable management of natural and physical resources within the Ngati Porou rohe;

Toitu te mana tangata (principle 3)

- 16.3. the Accord will enable Ngati Porou to assist with input into government, infrastructure, erosion control and social services investment decisions, and affirm the enduring relationship which Ngati Porou has with its rohe and people; and

Toitu te Tiriti o Waitangi (principle 4)

- 16.4. consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Crown will enter into the Accord in good faith and as equals.

17. The Crown supports the above principles.

Shared Relationship Principles

18. The parties have entered into the Accord in good faith based on their respective commitments to each other.
19. The parties are committed to establishing, maintaining and strengthening positive, co-operative and enduring relationships, and agree to:
- a. give effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi;
 - b. respect the autonomy of the parties and their individual mandates, roles and responsibilities;
 - c. actively work together using shared knowledge and expertise to achieve the purpose and vision;
 - d. co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;

- e. engage early on issues of known interest to either of the parties;
 - f. enable and support the use of te reo and tikanga Māori; and
 - g. acknowledge that the parties' relationship is evolving.
20. The parties will endeavour to work together to resolve any issues that may arise in the application of these principles.

AREAS OF FOCUS

21. By agreement between the parties the Accord has the following area of focus:
- 21.1. Erosion control in the Waipau catchment.
22. By agreement between the parties additional areas of focus may be added and existing areas of focus may be amended or removed. Ngati Porou has indicated that they wish to develop a portfolio agreement with health agencies to improve health outcomes in the rohe.

IMPLEMENTATION MECHANISMS

23. The relationship between Ngati Porou and the Crown will be implemented through the following mechanisms:
- 23.1. specific portfolio agreements between Te Runanganui o Ngati Porou Trustee Limited and relevant Chief Executives as set out in clause 24; and
 - 23.2. the annual Te Runanganui o Ngati Porou – Crown Summit, as provided for in clauses 27 to 31.

Portfolio Agreements

24. A portfolio agreement can mean an accord, memorandum, letter of commitment, or similar agreement that confirms the roles and responsibilities of the parties and identifies areas for co-operation and partnership.
25. Portfolio agreements should be consistent with the purpose of the Accord as set out at clause 14 above.
26. This Accord includes, at 23 April 2014, the following agreement between the Te Runanganui o Ngati Porou and the Crown, attached as Schedules 1 to this Accord:

- 26.1. Ngāti Porou – Crown: Agreement on erosion control in the Waiapu catchment.

Annual Te Runanganui o Ngati Porou – Crown Summit

27. As agreed in the Deed of Settlement between the Crown and Ngati Porou, there will be an annual Crown – Ngati Porou relationship forum or summit. Relevant Ministers of the Crown will meet with representatives of Te Runanganui o Ngati Porou at the summit (the Summit).
28. The purpose and objectives of the annual Summit are to:
- 28.1. monitor progress of the Accord;
 - 28.2. identify those areas where progress has been positive or requires improvement, and agree on improvements that are required;
 - 28.3. establish improved reporting mechanisms, if necessary, in preparation for subsequent annual Summits;
 - 28.4. identify potential new areas for co-operation; and
 - 28.5. develop new portfolio agreements, if agreed between the parties.
29. A senior Minister of the Crown and the Chair, Te Runanganui o Ngati Porou will co-chair the annual Summit. The attendees at the annual forum will be agreed by the parties.
30. The annual Summit will be held every year following the signing of this Accord and shall be held following the annual Whakamana Forum between Nga Hapu o Ngati Porou and the Crown, as provided for in the Whakamana Accord, or on a date to be agreed between the parties.
31. Each party will pay its own costs in relation to attending the annual Summit.

RESPONSIBLE AGENCIES

32. The Responsible Agency for the Crown is the Ministry of Justice (MOJ), supported by Te Puni Kōkiri (TPK). The Responsible Agency for Ngati Porou is Te Runanganui o Ngati Porou Trustee Limited.
33. The MOJ is responsible for:

- a. working with the Crown agencies which are party to this Accord and the portfolio agreements to ensure they provide timely and relevant available information and interact with other Crown agencies and Ngati Porou as set out in this Accord;
 - b. undertaking or co-ordinating administrative functions arising from this Accord except where these have been assigned to another agency under a portfolio agreement (in which case contact details for the responsible agency shall be provided to Te Runanganui o Ngati Porou Trustee Limited as soon as possible); and
 - c. jointly co-ordinating, with TPK and Te Runanganui o Ngati Porou Trustee Limited, the annual Te Runanganui o Ngati Porou – Crown Summit and other related fora.
34. Te Runanganui o Ngati Porou Trustee Limited is responsible for:
- a. working with Nga Hapu o Ngati Porou and other Ngati Porou entities and agencies within the Ngati Porou rohe to co-ordinate appropriate engagement with the Crown on aspects of economic, social, cultural and spiritual well-being related to this Accord and portfolio agreements;
 - b. co-ordinating its administrative, research and analytical functions which may arise from this Accord and portfolio agreements; and
 - c. jointly co-ordinating, with MOJ and TPK, the annual Te Runanganui o Ngati Porou – Crown Summit, and other related fora.

COMMUNICATION AND CONSULTATION

35. The parties recognise the benefit of mutual information exchange and will as far as possible exchange any reasonably available information that is relevant to, and will assist with, the implementation of the Accord.
36. The obligations in the Accord relating to communication and access to information do not apply to information that the Crown is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Crown may withhold under the Official Information Act 1982.
37. The parties will endeavour to maintain effective and efficient communication with one another by:
- 37.1. ensuring that the respective parties have clear and agreed processes and opportunities for regular engagement;

- 37.2. regular engagement will involve kanohi ki te kanohi (face to face) contact as the preferred method of communication, but also using other methods of communication where appropriate; and
 - 37.3. providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to the Accord.
38. Where consultation is required to give effect to the relationship principles set out in clauses 14 - 20, the parties will endeavour to:
- 38.1. ensure the other is consulted as soon as reasonably practicable following the identification and determination of the proposal or issues to be the subject of the consultation;
 - 38.2. provide the other with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
 - 38.3. approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
 - 38.4. report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
 - 38.5. make best endeavours to meet when requested by either party to discuss options to resolve concerns.

REVIEW / VARIATION of ACCORD and PORTFOLIO AGREEMENTS

- 39. The parties agree that the Accord and portfolio agreements are living documents which should be reviewed, updated and adapted to take account of future developments. The first review of the Accord will be completed within five years of its signing.
- 40. The Accord and/or portfolio agreement/s may be modified, replaced or terminated if all parties to the Accord or portfolio agreement/s agree in writing to such modification, replacement or termination. A portfolio agreement may be modified, replaced or terminated without affecting the operation of the Accord or other portfolio agreements.

41. Any review of the Accord will be undertaken at a meeting between Te Runanganui o Ngati Porou Trustee Limited, the MOJ and TPK. Any review of a related portfolio agreement will be undertaken at a meeting between Te Runanganui o Ngati Porou Trustee Limited and the relevant agency.
42. Each portfolio agreement will outline the roles and responsibilities for addressing any variation or issues associated with the portfolio agreement.

RESOLUTION OF MATTERS

43. If one party considers that the other is not complying with the Accord or portfolio agreements then that party may give written notice to the other that there is an issue to be resolved. The following process shall be undertaken once notice is received by either party:
 - a. Within 20 working days of being given written notice, the relevant contact person from each of the parties will meet to work in good faith to resolve the issue.
 - b. If the issue relates to this Accord and has not been resolved within 30 working days of receipt of the notice referred to in clause 43a, Te Runanganui o Ngati Porou Chief Executive and the Chief Executive, Ministry of Justice will meet to work in good faith to resolve the issue.
 - c. If the issue relates to a portfolio agreement and has not been resolved within 30 working days of receipt of the notice referred to in clause 43a, Te Runanganui o Ngati Porou Chief Executive and the relevant Chief Executive responsible for that portfolio will meet to work in good faith to resolve the issue.
 - d. If the issue has still not been resolved within 40 working days of receipt of the notice referred to in clause 43a and where the matter is of significance to either party, provided it is not inconsistent with statutory obligations and the parties agree, the Chair of the Te Runanganui o Ngati Porou, and the responsible Minister will meet to work in good faith to resolve the issue.
 - e. The responsible Minister for the Accord is the Attorney General (or whichever Minister is responsible for post-settlement Treaty commitments). The responsible Minister for a portfolio agreement is the Minister responsible for that portfolio.

LIMITS OF ACCORD

44. The Accord and portfolio agreements do not:

- a. override or limit legislative rights, powers or obligations;
 - b. override or limit the functions, duties and powers of the relevant Ministers, Chief Executives and any Ministry officials, or statutory officers;
 - c. override or limit the Crown's ability to make decisions relating to Crown policy setting, funding and responsibilities or to provide services in Ngati Porou's rohe;
 - d. derogate from the Crown's responsibilities in the Ngati Porou rohe;
 - e. the ability of the government to introduce legislation and change government policy;
 - f. limit the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; or
 - g. override or limit the legal rights and obligations of the parties.
45. The Accord and portfolio agreements do not affect or replace any existing arrangements in place between the parties.
46. The Accord and portfolio agreement do not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered by the Crown.
47. The commitments under the Accord and portfolio agreements are limited to the extent that they are within the capability, resources, mandated work programme and priorities of Te Runanganui o Ngati Porou Trustee Limited and Crown agencies.
48. For the avoidance of doubt the parties record their intention that this Accord and any related portfolio agreements under it shall not be legally enforceable, however both parties record that each expects the other to comply with the terms set out in this Accord in good faith.

EFFECT OF ACCORDS, MEMORANDA, AND OTHER FORMAL AGREEMENTS

49. The Accord and portfolio agreements come into effect when they are signed.

INTERPRETATION

50. Terms and expressions that are not defined in the Accord but are defined in the Deed of Settlement have the meaning that they have in the Deed of Settlement.

ADMINISTERING AGENCIES

51. The administering agencies of this Accord are:

- a. Te Runanganui o Ngati Porou Trustee Limited for Ngati Porou; and
- b. The Ministry of Justice, supported by Te Puni Kōkiri, for the Crown.

CONTACT DETAILS

Te Runanganui o Ngati Porou Trustee Limited

Physical Address

Porou Ariki
195 Wainui Rd
Gisborne

Postal Address

Porou Ariki
PO Box 394
Gisborne

The Ministry of Justice

Physical Address

Justice Centre
19 Aitken St
WELLINGTON

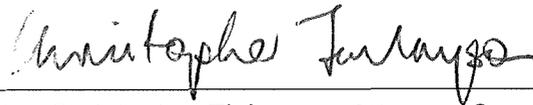
Postal Address

Justice Centre
WELLINGTON
DX SX10088

23 APRIL 2014

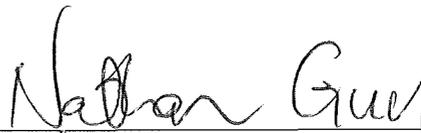
RELATIONSHIP ACCORD

SIGNED for and on behalf of HER)
MAJESTY THE QUEEN in right of New)
Zealand by the Attorney-General :)



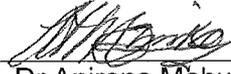
Hon Christopher Finlayson, Attorney-General, in
the presence of:

WITNESS



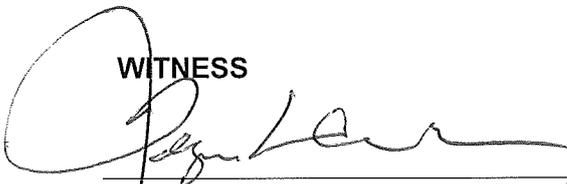
Name: Nathan Guy
Occupation: Minister for Primary Industries
Address: Parliament Buildings, Wellington.

SIGNED for and on behalf of Te)
Runanganui o Ngāti Porou Trustee)
Limited by their duly authorised)
signatories in the presence of:)



Dr Apirana Māhuika, Chair

WITNESS



Name: T. WAWATAI
Occupation: CE Te Runanganui o N. Porou
Address: 29 Observatory Cl
White
Wellington

People who signed below to indicate their support for the Relationship Accord

RELATIONSHIP ACCORD

RELATIONSHIP ACCORD

RELATIONSHIP ACCORD

Appendix A: Ngāti Porou Rohe



Appendix B: Nga hapu o Ngati Porou

(a) Te Whanau a Tapaeururangi	(u) Ngai Tuere	(mm) Te Whanau a Takimoana
(b) Ngai Tane	(v) Ngati Horowai	(nn) Te Whanau a Hineauta
(c) Ngati Uepohatu		(oo) Ngati Hau
(d) Ngati Ira	(w) Te Whanau a Hinekehu	(pp) Te Whanau a Te Aotawarirangi
(e) Te Whanau a Te Aotaki	(x) Ngati Oneone	(qq) Te Whanau a Hinepare
(f) Ngati Hokopu	(y) Ngai Tamakoro:	(rr) Te Whanau a Umuariki
(g) Ngai Tangihaere	(z) Te Whanau a Pokai	(ss) Ngati Wakarara
(h) Ngati Patuwhare	(aa) Te Whanau a Iritekura	(tt) Te Whanau a Te Haemata
(i) Te Whanau a Tuwhakairiora	(bb) Te Whanau a Ruataupare	(uu) Te Whanau a Hinetapora
(j) Te Whanau a Rakaimataura	(cc) Ngati Kahu	(vv) Ngati Nua
(k) Ngati Rangi	(dd) Te Whanau a Rakaihoea	(ww) Te Whanau a Te Rangipureora
(l) Te Aitanga a Hauiti	(ee) Te Whanau a Rakairoa	(xx) Ngati Putaanga
(m) Te Whanau a Hinerupe	(ff) Te Whanau a Karuai	(yy) Te Whanau a Rerewa
(n) Te Whanau a Te Uruahi	(gg) Te Whanau a Mahaki	(zz) Te Whanau a Tarahauiti
(o) Te Aitanga a Mate	(hh) Ngai Taharora	(aaa) Te Whanau a Hinehou
(p) Ngati Tutekohi	(ii) Te Whanau a Ruataupare	(bbb) Te Whanau a Rerekohu
(q) Te Whanau a Hunaara	(jj) Te Whanau a Tapuhi	(ccc) Ngati Rakai
(r) Te Whanau a Tinatoka	(kk) Te Whanau a Uruhonea	(ddd) Te Whanau a Te Aopare
(s) Te Aowera	(ll) Ngati Kahukuranui	(eee) Ngati Puai
(t) Ngati Konohi		

SCHEDULES: AGREEMENTS

Schedule	Portfolio Accord/Agreements	Date Signed
Schedule 1	Crown – Ngāti Porou agreement on erosion control in the Waiapu catchment	23 April 2014