WHAKATŌHEA

and

TE TĀWHARAU O TE WHAKATŌHEA

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

Initialling version for presentation to Whakatōhea for ratification purposes

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WHAKATOHEA STATEMENT OF ASSOCIATION

The rohe of Whakatōhea includes the Ōtara, Waiōweka ,Waiaua, Waiōtahe and Nukuhou Rivers and their tributaries. The natural concentration of Whakatōhea was along the seacoast and following up and along the rich flats of the awa.

The history of Whakatōhea Iwi and Hapū are inextricably bound with these awa illustrated through the cultural, historical, and spiritual traditions of our people.

Whakatōhea hapū, have exercised kaitiaki responsibilities over the Awa for centuries. These cultural, spiritual, and historical associations reinforce tribal and Hapū identity, connections and continuity over many generations and confirm the importance of the awa to the hapū and to the lwi.

Pre-European tribal history recounts in vivid detail the many battles and defences the lwi and Hapū of Whakatōhea had to mount in a constant vigilance against potential challengers. With battles and successes commemorated with significant rituals along all the awa of the rohe.

Each awa is a single indivisible entity that includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, fisheries, vegetation, floodplains, wetlands, springs, water column, airspace and substratum as well as its metaphysical being with each its own mauri.

There were many Whakatōhea Hapū settlements along the awa, drawing from the source and mauri of each awa.

The rivers within the Whakatōhea Iwi rohe also traditionally provided the best access routes to inland cultivations and settlement sites. Some of these routes became celebrated and were conferred names that confirmed the importance of the places they led to.

Taniwha also protect the awa with names and places still known and referred to by Whakatōhea today.

OPAPE

Puketapu, the knoll rising above the awa on one side, was used as a lookout above Te Kotukutuku, the mouth of the navigable channel at Opape. After landing at Awaawakino the Nukutere waka came through Te Kotukutuku to land at Opape beach. Tautūrangi and his wife Rangihaka left the Nukutere to settle, calling their kainga Taiharuru and the urupa Waiorata on the rocky seaward side of Opape.

Other historical Pa sites drawing strength and resource for the Opape awa are Maeaea, Tarakeha, Pa-o-te-ruru, Tanewhakino, Taramarama, Puketaro, Tawatihitihi, Karaparua and Pihero.

Opape was once the mouth of the Waiaua River. From Tauturangi and Rangihaka came the tribe of Te Wakanui, and then Pane- nehu and today Ngāti Ruatakenga hapū o te Whakatohea.

Prior to raupatu and the enforced repatriation of Whakatōhea hapū, the Opape awa was within the customary area of the Ngāti Rua hapū, but each Whakatōhea hapū, marae and kainga have their individual stories and connection with Opape.

The awa provided a diverse range of food sources that were a staple harvest for our people, such as toitoi (Cooks Turban), tuangi haruru (surf clam), pūtaratara (ostrich foot snail) tuna (eel) pātiki (flounder) and stingray.

1: STATEMENTS OF ASSOCIATION

The awa was also a source for our rongoā (medicine), providing many applications from the Riverside bark, leaves, supple branches and sap, transformed as antiseptics ,antihistamines, anti-inflammatory, analgesics which could be applied topically, bathed in or ingested internally in forms of teas, bathing, tinctures, poultices, rubs, ointments and splints/supports in as many forms as current

The Kuia from Ngāi Tamahaua recounts the koe koea (long-tailed cuckoo/hawk) and that their home was above the river mouth. The whānau used to refer to the place as where "the hawks are". The Kuia says they are returning and when the koe koea appear, we know the seasons are changing.

The awa fed us, the awa healed us and the awa connected us, it also provided the materials for everyday community life, waka (boats), housing and construction.

Ko Tarakeha te maunga Ko Opape te awa Ko Opape te marae Ko Muriwai te whare tipuna Ko Tapairu te wharekai Ko Ngai Tamahaua te hapū

Opape awa was and continues to be vital to Ngāi Tama and Whakatōhea well-being through its ancestral, cultural, historical and spiritual connection.

WAIAUA

Whakatau wairua koe Timata ki Te Kaingapupu...u Tutaki nga wai o Tauwharepukatea Te Timatatanga o Wairoa...e Whakatau otinga mou...u

Heke iho mai ki Mangaongaonga Tata atu kit e Mangapouri...e Rere tonu mai runga Wairoa...e Pataka kai o Oiratiti...e Whakatau otinga mou...u

Wai piko mai koe ki Oturewa Puta mai Orangipakakino...e Te Akona oma mai Whata-akao Te wahi mutunga o Wairoa...e Whakatau otinga mou...u

Hongi Te Pohatu-o-Rangitaka Te putake mai o Te Waiti...e Haere tonu mai runga tou waka wairua Kia Hinahinanui...e Whakatau otinga mou...u

Tuhono Waioroa, kia Te Waiti Ka timata Waiaua...e Poroaki koe ki Taheke, Mapara

1: STATEMENTS OF ASSOCIATION

Te Waiwhero, Awahou puta atu ko…e Kua oti tou whakatau ra e…e Whakatau otinga mou…u

This Statement of Association details the connection of the Whakatōhea people to the Waiaua River and tributaries. The opening waiata was composed by Te Riaki Amoamo and Te Wheki Porter of Ngāti Rua hapū, and Apanui Mason and Muriel Smith-Kelly of Ngāti Patu hapū. The waiata recognises the streams and tributaries that eventually lead to the Waiaua River, and the river mouth, Awahou leading to Te Moananui a Toi.

"Ko te kai hoki i Waiaua"

Tapuikākahu – It is said this man came from Whakaari and lived at Tirohanga; and on the side of Tirohanga was his food store pit. He went fishing out from Tirohanga, and his pāua shell fishing lure was broken off by a kahawai fish. He then saw a shoal of kahawai moving along out at sea and kept on walking along abreast of them on the shore, and when he knew the shoal was on its way to Motu he went off in pursuit of it there. That pāua was then seen in the mouth of a kahawai, and a woman called out, and Tapuikākahu found it was indeed his pāua (Ngata, 1980).

As he made preparations to return the way he had come, a call came from the people of Maraenui, at the mouth of Motu, inviting him to a meal, to which he made answer "Ko te kai hoki i Waiaua - Indeed, so there is food at Waiaua". Waiaua was a place of abundant food, with taro, kumara, and hue, and in the forests included birds and fish from the sea.

There are many connotations to this proverb. It reminds us that the lands within Whakatōhea provided a wealth of food for the local people. There was an abundance of food found in the sea, the rivers, the bush and the grounds were fertile for growing healthy crops of vegetables.

Today, we take this to mean that our people thrived and survived from the lands, rivers and sea around us, and that we can continue to thrive from this environment moving into the future. It also reminds Whakatōhea that we have an obligation to care and protect the environment for sustainable future development.

When Tautūrangi and his people disembarked the Nukutere waka they had with them their kaitiaki, Tamaiwaho. Their journey took them from Te Kotukutuku (original river mouth location) following the Waiaua River to Kapuaarangi, it is here that Tamaiwaho was interred. From this time Te Wakanui established a foothold over the area and the awa.

Some eight generations on, Tūtāmure of Te Panenehu established boundaries over the area and the awa which are still recognised today. The union of Tūtāmure and Hineikauia (the daughter of Muriwai, Mataatua waka) brought together the union of Te Panenehu and the people of Mataatua waka. This union created the new beginning of the Whakatōhea iwi as well as reaffirming our connection and affiliation to Waiaua awa.

Some generations of the Whakatōhea hapū of Ngāti Ruatakenga were occupiers of the land either side of the Waiaua, establishing many well-known and prominent pā sites from the coast to the mountains following the river streams and the maunga. One such prominent pā site is Poutōtara, which is situated inland close to the Wairoa River.

The Waiaua awa provided sustenance for the wider whānau when Whakatōhea hapū were forced onto the lands that the river flowed through.

The Waiaua River and surrounding land have always been a prominent source of kai for the wider whanau. Today, you will still find the locals catching īnanga, pātiki and other kai from the river, that has sustained the people from the earliest Māori to settle here.

Flounder, mullet, herring and whitebait that ran in season in the Waiaua awa provided kai for the settlements of the area which included other hapū of Whakatōhea. Te Pahi, a fortified pā of Ngāti Ngāhere, was situated at the confluence of the Waiaua River and Te Māpara stream.

The Waiaua River is also where Whakatōhea fought a historic battle with a neighbouring lwi.

Waiaua awa is recounted in the pepeha of hapū Ngāti Rua and Ngāi Tama as well as being a source of cultural spiritual and sustenance for the wider whanau of Whakatōhea

Ko Mākeo te maunga Ko Waiaua te awa Ko Waiaua te marae Ko Ruamoko te whare tipuna Ko Te Puritanga te whare kai Ko Ngāti Patumoana te hapū

Ko Mākeo te maunga Ko Waiaua te awa Ko Omarumutu te marae Ko Tutāmure te whare tipuna Ko Hine-i-Kauia te wharekai Ko Ngāti Ruatakenga te hapū

ÕTARA

The river is of spiritual significance to the iwi and hapū of Whakatōhea. The Ōtara rivermouth was an important mahinga kai, where permanent and seasonal hapū settlements were established for fishing and gathering kaimoana, which included kahiatua and pipi, along with gardens on the fertile river flats.

As Öpötiki developed up as the centre of Whakatōhea territorial power, large wharenui were erected and straddled either side of the Ōtara River. On the east side was Piri – toreuma the whare of Ngāti Tamahaua, Matangipuria the whare of Ngāti Ngāhere, Te Hokowhitū, the whare of Ngāti Īra and Te Kareke Pā being the winter settlement for Ngāti Ruatakena. Further up the river was the settlement of Kohipāua where Te Awanui Āporotanga and his section of Ngāti Ruatakena lived.

Ōtūtaopuku situated between the coast and the Ōtara river is a site of significance for Ngāti Ngāhere an ancient site of both urupa and a fortified pā of Ngāti Ngāhere. Ngāti Ngāhere tipuna Te Hau-o-te Rangi settled at the source of the 2 tributaries Pākihi and Te Waiti that feed the Ōtara River. The ancient Ngāti Ngāhere pā site Pākaurangi drew its cultural and spiritual source from the Ōtara River. Te Tahi o Te Rā is the taniwha that resides in an underwater cave along the Ōtara River known as Te Ana o Te Tahi.

The water, fisheries and other natural resources of the Ōtara River and its tributaries are of extreme cultural significance. There are important awaawa mahinga kai (water resource) sites where kokopu (native trout), koura (freshwater crayfish), tuna (eel), whio (blue mountain duck) and parera (native duck) were customarily caught.

The association of Ōtara to our people is captured in the Ngāti Ngāhere pepeha.

Ngāti Ngāhere

Ko Maungarangi te maunga Ko Otara te awa Ko Terere te marae Ko Te Iringa te whare tipuna Ko Whiripare te wharekai Ko Ngāti Ngāhere te hapū

WAIŌWEKA

Mai Waitangi ki Tūranga rā e

Ko Mātiti te maunga Ko Waioweka te awa Ko Irapuaia te wharenui Ko Ropiha te paetapu tangata whenua Ko Manu te paetapu manuhiri Ko Oropi te whare manaaki Ko Te Kurapare te whare kai Ko Ōpeke te marae Ko Ōwaka te urupa Ko Te Rimu/Teremu te taniwha Ko Ngāti Ira te hapū Ko Tūwhenua te waka

Ngāti Ira ancestral whenua begins at Waitangi, a kōawa that was defined by the spiritual voices sounding like tangi. South of Waitangi is the whenua, ngahere, awa and pātaka kai of Ngāti Ira hapū, Te Whakatōhea.

The Ngāti Īra strongholds of Te Tarata, the fortified pā on the east bank of the Waiōweka, Te Pua Pā on the east side to the entrance of the Waiōweka gorge and Ōpekerau further up the valley overlooking the Waiōweka all serve to define Ngāti Īra hapū identity and connection to the awa. As kaitiaki, Ngāti Īra has provided the guardianship and protection of the Waiōweka awa to this day.

Kānapanapa and Te Houhi are key sites and the source of the tuna, inanga and cockabully. kiorekino; the Waioweka plains running alongside the awa was where we caught the weka and kiore. Te Tautara provided the resources for the eeling poles to catch the tuna. Water from the awa were carried between the pā Te Reinga and Te Pua. Pianawiti he repo (a swamp) provided for the materials for clothing buildings, as well as kai.

Many of our traditional and historical korero begins with Tamatea Matangi, a legendary navigator and explorer, leaving a legacy of tales and place names.

Tū ana au i te waharoa o Waioweka

Hāngai te titiro ki ngā paemaunga o Moanui Ko te Koranga awa Tere atu ki te Aitanga ā-Māhaki Ko te Uruariki Ka rere ki Kahungunu Ko te awa o Motu Ka puta ki Whakapaupākihi ki Whitikau Tere atu ki Te Whānau ā-Apanui

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Ka tū au i runga Ōpato Titiro ki Ōmaru ki Whakapaupākihi Ki ngā whenua o aku tīpuna i raupatauhia Ka heke ki Manganuku Ki ngā wai kaukau o aku tīpuna Ka huri taku haere ki Wairāta Ki te ahurewa tapu o Uenuku Ka kite I te Heru ā-Tamatea Matangi E piki ana i te rangi Ka kau e au, te awa o Waioweka Tau ana ki ngā Wairere, i te Hāpia Ko ngā inanga

Tū ana au i ngā puketapu o Maraetahi Te nōhanga o aku tīpuna Ki Ōponae, te Umu-tao-roa o Ngāti Ira Waiata awa Ko ngā kōhatu e pīata mai ana Ko te toka a Parirau Ko te karoro a Tamatea Matangi Pirirākau, Kairākau, Pararākau, Kai Kanohi e I ngā wāhi tapu o te awa o Tamatea Matangi Pukaingatūwatawata He patu nō Ngāti Ira Kei Matahānea Ka whiti ki Hinerae Ki Ruahema he maunga tipua Ka tū ki runga Maraeroa I taku tūrangawaewae

Titiro whakararo ki ngā whenua o Ngāti Ira I raupatuhia e te Kāwana Hoki mai, hoki mai ōku whenua Ka tū te ihiihi Ka tū te wanawana Ka tū i waho i te Moana-nui-ā Kiwa ki Whakaari E whakaatu atu ana mai Ko, ko, e ara e

Taku Hikoi – Ngāti Ira

Tū ana au i te papa o Waitangi e Te huihuinga o te kahurangi Ngā tīra haere Ka rere whakauta ki te kōawa o Te Houhi Ka rere whakararo ki te Waharoa Ka puta ki te awa o Waioweka Ka huri te kei o taku waka ki Ngāti Ngahere Ki taku kuia Whiripare Te rerenga atu o Ngāti Ira Pike ake, kake ake i a Maunga ā rangi Pākihi ki ura rā ki Tītīwā Whakaheke ki te ana o Te Tahi e He Atua! He taniwha1 i Parauta e Ka puta ra ki Te Awaroa ki Kānapanapa

Te timatanga o te waipuna e Marama te titiro ki Pākaurangi Kei raro iho te ahi a Tangaroa Titiro whakararo ki te reo o Rotohuka Kei mua tonu ki Kiorekino Ko te Tarata e Aue taukuri e Ka haere mā Ōrongoiti ki te marae o Te Pua Kei kō mai ko te Pianawiti Kei kō atu ko Marawaiwai Aue te aroha Te Pōkia Tukituki, Maukatihitihi Kia whai tātou te paemaunga o Marareroa Te rohe o Waioweka Ki taku tūrangawaewae

Taku Weka

Ko wai tēnei e tū ake nei ko te kapa tēnei o Waioweka e Taku weka e tau nei Taku weka e tū nei Taku weka e teretere nei

Huna atu huna mai Puta atu puta mai E te weka whaaktoi E riterite mai ki au

Te weka pīpī paopao e Hītekiteki i te ara o Whakatangi e Ki tōku awa Te awa o Tamatea Matangi Te wai nā te Atua e

Taku manu e tau nei Taku manu e tū nei Taku manu e teretere nei

Ngaro atu ngaro mai Hoki atu hoki mai E te many whakatoi E riterite mai ki au

Te manu pipi paopao e Hītekiteki i te ara o Waikeke roa Ki tōku awa Te iti o aku matua tīpuna Te wai nā te Atua e

Over many generations, Ngāti Īra tikanga embodies their respect for the awa and all life and resources within it, beside it and on top of it. The Waioweka River is important in providing sustenance for the people of Ngāti Ira physically, mentally, emotionally and spiritually. The awa is a significant place and site for the wider lwi of Whakatōhea.

WAIŌTAHE

The Waiōtahe awa provided an abundance of kai for Te Upokorehe hapū and the wider Whakatōhea hapū including marearea, whitebait, tuna, mussels, tuangi, titiko, mullet and pātiki. Flounder, mullet, herring, kahawai, whitebait and even kingfish ran in season up the Waiotāhe river.

The awa was famed for the abundance of pipi harvested at the river mouth.

Kai Tuhua pea Kai Orona pea He kore tangata ki tua Ki te kope o Tamatea Te Tau mai e ia

Tuhua is a pā site on a hill peak on the left-hand side of the Waiōtahe and Orona another pā site on a spur south of and near Tuhua, the Waiwhero creek runs between them. The creek is named after a bloody battle between the 2 settlements.

Te toka o Waiōtahe is a rock just outside the mouth of the river, well known by our Whakatōhea fisherman as the place where the tamure spawn. There are urupā on other side of pipi beds as the Waiōtahe runs to the ocean.

Te Ahi Aua on the land side of the Waiotahe pipi beds is the place where the herrings were caught and dried to feed the whanau.

Te Karihi Potae is the river mouth named after the incident where Tuamutu drowned Rongopoipoia and some of his men by throwing a fishing net over them and weighting them with rocks.

Taniwha Tarewarewa whose form is "he tuna" has a boundary from Te Korokoro to Waikere, the area filled with swamps and lagoons fed through from Waiōtahe.

Te Ika Whakaata is where the kahawai and pātiki would come up from Te Ahi Aua.

Rangiataura and Rangiatamea are rocks that bear the name of Upokorehe hapū whānau killed in battle.

These significant sites on the Waiōtahe River are the stories of events and acknowledgements to the awa for the sustenance of body and mind for the Whakatōhea whānau.

Ko Pukenui-o-raho te maunga Ko Waiotahe te awa Ko Maromahue te marae Ko Te Poho o Kahungunui te whare tipuna Ko Pouwharekura te wharekai Ko Ūpokorehe te hapū

NUKUHOU

The Nukuhou river is a traditional food source and part of the cultural repository of the mauri of Ūpokorehe and Whakatohea whānui. The Nukuhou is significant to our people as the main source of fresh water to the Ohiwa harbour.

1: STATEMENTS OF ASSOCIATION

The origins of the Nukuhou start in the south-west bounded by Kahunui, Te Kahikatea on the east, and the Parau stream mouth and Tautautahi on the west.

The Whakarae Pa sits on a high ridge over the last few kilometres of the Nukuhou as it meanders between Matekerepu and Kotare to reach Ohiwa.

"Ka heke te wai mātao ki roto i te awa o Nukuhou, mātatoru ngā rākau, ngā manu, te pataka kai ki reira. Ki ngā wāhi katoa he momo pataka kai". The fresh cold waters flow into the Nukuhou that provides for the dense bush, bird life and our vast food cupboard.

Whanau would move along the river with the seasons to harvest whitebait, herrings, tāmure (snapper), tuna (eel), or riverside cherries, apples and blackberries.

Uwha (mama eels) are mōkai (pets) which were not to be eaten to allow them to spawn and give birth. They journeyed down from Matekerepu around the bends of the Nukuhou across the plain passing the Kotare (the bird of the area) on their way to Ohiwa harbour.

To the whanau living alongside Nukuhou between Matekerepu and Kotare there was just one ruru (owl) called Kerepu. "There must have been more but to us there was one".

"The soil of the plains alongside the awa and under the guise of Hiwarau maunga and Whakarae Pa fed us with kamokamo, rīwai, watermelons and lots of other vegetables."

"He kaha a Pāpa me oku tuakana ki te mahi rakau, mahi taiepa". The riverside of the Nukuhou was a source of products that made our mats, internal floor coverings, rope, clothes, as well as product to construct our whare and our wharenui.

As children we knew where not to play along the Nukuhou, because that was where the taniwha was. "Kei konei a Makawe ko ia te tipua kei roto i tēnei awa". (Makawe is the name of the taniwha in this part of the river). Makawe is also the name of one of our big trees still standing in Te Waonui o Tane.

Living along the Nukuhou River meant living with the source of life, the river nourished our whanau's physical and spiritual wellbeing.

2. DEEDS OF RECOGNITION

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2.1 DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with -
 - 1.1.1 Whakatōhea (the settling group); and
 - 1.1.2 [governance entity] (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
 - 1.2.1 Nukuhou River and its tributaries within the area of interest (as shown on deed plan OMCR-087-01);
 - 1.2.2 Opape Stream and its tributaries (as shown on deed plan OMCR-087-02);
 - 1.2.3 Ōtara River and its tributaries (as shown on deed plan OMCR-087-03);
 - 1.2.4 Waiaua River and its tributaries within the area of interest (as shown on deed plan OMCR-087-04); and
 - 1.2.5 Waiotahe River and its tributaries within the area of interest (as shown on deed plan OMCR-087-05);
 - 1.2.6 Waioweka River and its tributaries within the area of interest (as shown on deed plan OMCR-087-06).
- 1.3 Those statements of association are -
 - 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the Whakatōhea Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
 - 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980:

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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

- 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants:
 - (b) to eradicate pests, weeds, or introduced species:
 - (c) to assess current and future visitor activities:
 - (d) to identify the appropriate number and type of concessions:
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river: and
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

- 3.1 This deed -
 - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.4 is subject to the settlement legislation.

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if -
 - 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation Conservation House Whare Kaupapa Atawhai 18 Manners Street Wellington 6011 PO Box 10420 The Terrace Wellington 6143.

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

8.1 In this deed -

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [*date*] between the settling group, the governance entity, and the Crown; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

governance entity has the meaning given to it by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

Minister means the Minister of Conservation; and

person includes an individual, a corporation sole, a body corporate and an unincorporated body; and

settling group and Whakatōhea have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

- 9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by -
 - 9.3.1 this deed has that meaning; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to -
 - 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation means that legislation as amended, consolidated or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

SIGNED as a deed on [date]

SIGNED for and on behalf of THE CROWN by

The Minister of Conservation in the presence of:

Signature of Witness

Witness Name

Occupation

Address

The Director-General of Conservation in the presence of:

Signature of Witness

Witness Name

Occupation

Address

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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

SCHEDULE

Copies of Statements of Association

Nukuhou River and its tributaries within the area of interest (as shown on deed plan OMCR-087-01)

[statement of association]

Opape Stream and its tributaries (as shown on deed plan OMCR-087-02)

[statement of association]

Ōtara River and its tributaries (as shown on deed plan OMCR-087-03)

[statement of association]

Waiaua River and its tributaries within the area of interest (as shown on deed plan OMCR-087-04)

[statement of association]

Waiotahe River and its tributaries within the area of interest as shown on deed plan OMCR-087-05)

[statement of association]

Waioweka River and its tributaries within the area of interest (as shown on deed plan OMCR-087-06)

[statement of association]

2.2 DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

THIS DEED is made by THE CROWN acting by the Commissioner of Crown Lands

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with -

1.1.1 Whakatõhea (the settling group); and

- 1.1.2 [governance entity] (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
 - 1.2.1 Nukuhou River and its tributaries within the area of interest (as shown on deed plan OMCR-087-01);
 - 1.2.2 Opape Stream and its tributaries (as shown on deed plan OMCR-087-02);
 - 1.2.3 Ōtara River and its tributaries (as shown on deed plan OMCR-087-03);
 - 1.2.4 Waiaua River and its tributaries within the area of interest (as shown on deed plan OMCR-087-04); and
 - 1.2.5 Waiotahe River and its tributaries within the area of interest (as shown on deed plan OMCR-087-05);
 - 1.2.6 Waioweka River and its tributaries within the area of interest (as shown on deed plan OMCR-087-06).
- 1.3 Those statements of association are -
 - 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the Whakatōhea Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
 - 2.2.1 considering an application for a right of use or occupation (including renewing such a right):
 - 2.2.2 preparing a plan, strategy, or programme for protection and management:

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

- 2.2.3 conducting a survey to identify the number and type of users that may be appropriate:
- 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1,
 - 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
 - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

- 3.1 This deed -
 - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 if it relates to a river -
 - (a) it does not relate to the waters of the river; and
 - (b) it relates only to the part or parts of the bed of the river that -
 - (i) are owned and managed by the Crown; and
 - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
 - (iii) are not the bed of an artificial watercourse or tributary; and
 - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.5 is subject to the settlement legislation; and
 - 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
 - 3.1.7 does not affect the lawful rights or interests of any person; or
 - 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
 - 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if -
 - 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Commissioner of Crown Lands Level 7 Radio New Zealand House 155 The Terrace Wellington 6011

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

8.1 In this deed -

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

Crown means Her Majesty the Queen in right of New Zealand; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [*date*] between the settling group, the governance entity, and the Crown; and

governance entity has the meaning given to it by the deed of settlement; and

identified activities means the activities specified in clause 2.2; and

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

settling group and Whakatōhea have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

- 9.1 The provisions of this clause apply to this deed's interpretation unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by -
 - 9.3.1 this deed has that meaning; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to -
 - 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

SIGNED as a deed on [date]

SIGNED for and on behalf of THE CROWN by

The Commissioner of Crown Lands in the presence of:

Signature of Witness

Witness Name

Occupation

Address

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

SCHEDULE

Copies of Statements of Association

Nukuhou River and its tributaries within the area of interest (as shown on deed plan OMCR-087-01)

[statement of association]

Opape Stream and its tributaries (as shown on deed plan OMCR-087-02)

[statement of association]

Ōtara River and its tributaries (as shown on deed plan OMCR-087-03)

[statement of association]

Waiaua River and its tributaries within the area of interest (as shown on deed plan OMCR-087-04)

[statement of association]

Waiotahe River and its tributaries within the area of interest (as shown on deed plan OMCR-087-05)

[statement of association]

Waioweka River and its tributaries within the area of interest (as shown on deed plan OMCR-087-06)

[statement of association]

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3. PROTOCOLS

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3.1 CROWN MINERALS PROTOCOL

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3.1: CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH WHAKATÕHEA BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [xx/xx/xxxx] between the trustees of the [PSGE Name] ("[]") and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Energy and Resources (the "Minister") would issue a Protocol (the "Protocol") setting out how the Ministry of Business, Innovation and Employment (the "Ministry") will consult with Whakatōhea on matters specified in the Protocol.
- 1.2 Both the Ministry and Whakatōhea are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the "Act") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that [PSGE] is the governance entity of Whakatōhea and represents Whakatōhea.
- 1.5 Whakatōhea are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Whakatõhea and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Whakatōhea will have the opportunity for input into the policy, planning, and decisionmaking processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

3.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to sections [x] to [x] of (the "Settlement Legislation") that implements clause [5.6] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

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3.1: CROWN MINERALS PROTOCOL

5 CONSULTATION

5.1 The Minister will ensure that Whakatōhea is consulted by the Ministry:

New minerals programmes

5.1.1 on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

5.1.2 on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with Whakatōhea on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

5.1.3 when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;

Amendments to petroleum permits

5.1.4 when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

5.1.5 on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

5.1.6 when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.5 or where the application relates to newly available acreage;

Newly available acreage

5.1.7 when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

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3.1: CROWN MINERALS PROTOCOL

Amendments to permits for Crown owned minerals other than petroleum

5.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

- 5.1.9 when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.
- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Whakatōhea, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with Whakatōhea in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Whakatōhea.
- 6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Whakatōhea in each case are:
 - 6.2.1 ensuring that Whakatōhea is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
 - 6.2.2. providing Whakatöhea with sufficient information to make informed decisions and submissions;
 - 6.2.3 ensuring that sufficient time is given for the participation of Whakatōhea in the decision making process and to enable it to prepare its submissions; and
 - 6.2.4 ensuring that the Ministry will approach the consultation with Whakatōhea with an open mind, and will genuinely consider the submissions of Whakatōhea.

7 DEFINITIONS

7.1 In this Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment;

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Crown owned minerals means any mineral that is the property of the Crown;

3.1: CROWN MINERALS PROTOCOL

Deed of Settlement means the Deed of Settlement dated [xx] between the Crown and Whakatōhea;

mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013

petroleum means-

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

and, except in sections 10 and 11, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes;

protocol means a statement in writing, issued by the Crown through the Minister to Whakatōhea under the Settlement Legislation and the Deed of Settlement and includes this Protocol; and

Whakatōhea means the group, whānau, hapu and individuals defined in clause 8.7 of the Deed of Settlement.

3.1: CROWN MINERALS PROTOCOL

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ISSUED ON [xx/xx/xxxx]

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Energy and Resources in the presence of:

Signature of Witness

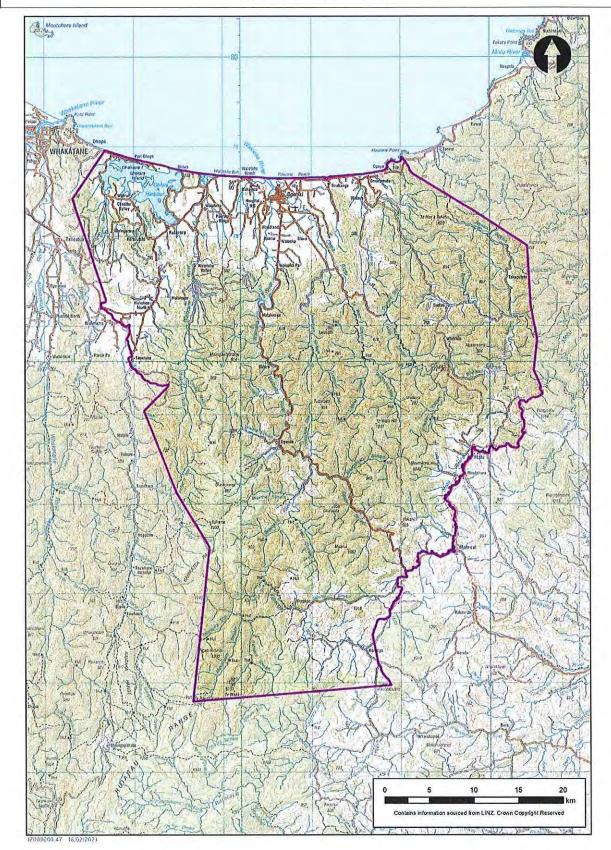
Witness Name

Occupation

Address

3.1: CROWN MINERALS PROTOCOL

ATTACHMENT A PROTOCOL AREA MAP



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TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

3.1: CROWN MINERALS PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister or Whakatõhea PSGE may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Whakatõhea PSGE.

2. Noting

- 2.1 A summary of the terms of this Protocol must be added:
 - 2.1.1 in a register of protocols maintained by the chief executive; and
 - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed:

but the addition:

- 2.1.3 is for the purpose of public notice only; and
- 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [x]).

Limits 3.

- 3.1 This Protocol does not -
 - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
 - (a)introducing legislation; or
 - changing government policy; or (b)
 - issuing a Protocol to, or interacting or consulting with anyone the Crown (C) considers appropriate, including any iwi, hapū, marae, whānau or representative of tangata whenua (section [x]); or
 - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Whakatohea or a representative entity (section [x]); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [x]); or

TE MĂKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

3.1: CROWN MINERALS PROTOCOL

- 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [x]).]
- 3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.

4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, Whakatōhea may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [x]).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [5.10]).

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TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

3.2: PRIMARY INDUSTRIES PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR OCEANS AND FISHERIES, THE MINISTER OF AGRICULTURE, THE MINISTER OF FORESTRY AND THE MINISTER OF BIOSECURITY REGARDING INTERACTION BETWEEN WHAKATOHEA AND THE MINISTRY FOR PRIMARY INDUSTRIES

INTRODUCTION 1.

- Under the Deed of Settlement dated [insert date] between Whakatohea and the Crown 1.1 (the "Deed of Settlement"), the Crown agreed that the Ministers would issue a Primary Industries Protocol (the "Protocol") setting out how the Ministry will interact with [Governance Entity] (the "Governance Entity") in relation to matters specified in the Protocol. These matters are:
 - 1.1.1. recognition of the interests of Whakatōhea in all species of fish, aquatic life or seaweed that exist within the Fisheries Area that are subject to the Fisheries Act 1996;
 - 1.1.2. input into and participation in the Ministry's national fisheries, aquaculture, biosecurity and forestry plans;
 - 1.1.3. iwi fisheries plans;
 - 1.1.4. participation in iwi fisheries forums;
 - 1.1.5. customary non-commercial fisheries management;
 - 1.1.6. contracting for services;
 - 1.1.7. employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.1.8. rāhui;
 - 1.1.9. information exchange;
 - 1.1.10. provision of service and research; and
 - 1.1.11. changes to policy and legislation affecting this Protocol.
- The Ministers and the Director-General have certain functions, powers and duties in terms 1.2 of legislation that they are responsible for administering. The Protocol sets out how the Ministers, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- The Protocol applies to all those functions for which the Ministry is the responsible Crown 1.3 agency. The Protocol does not cover those processes relating to the allocation of aquaculture space.

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1.4 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Whakatōhea or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Whakatōhea.

2. WHAKATOHEA ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 2.1 It is intended that this agreement realises Whakatohea's guiding principles for its relationship with the Crown, namely:
 - 2.1.1 to uphold the spirit of the Treaty of Waitangi;
 - 2.1.2 to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - 2.1.3 to support and accelerate Whakatohea's vision for prosperity and wealth; and
 - 2.1.4 to work together to realise benefits for the community.
- 2.2 This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - 2.2.1 Mihi Marino Reconciliation within society;
 - 2.2.2 Kopura Regenerating Culture;
 - 2.2.3 Te Puta Tieke Intergenerational Development; and
 - 2.2.4 Te Umutaunoa a Tairongo Practising Hospitality.
- 2.3 The work programmes that arise from these pillars and from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:
 - 2.3.1 Leadership Providing for inspirational leadership;
 - 2.3.2 Capacity Fostering competent and successful citizens;
 - 2.3.3 Capability Building skills and proficiency;
 - 2.3.4 Whānau Supporting whānau potential;
 - 2.3.5 Community Engagement Valuing communication and shared relationships; and
 - 2.3.6 Collective Decision-making Recognising each other's strengths.

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Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



3 PRINCIPLES UNDERLYING THIS PROTOCOL

- 3.1 The Ministry and Whakatōhea are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 3.2 The Ministry will facilitate partnerships between Whakatōhea and relevant organisations, as required, to ensure the development of robust policy, leading to the successful completion of agreed work programme activities.
- 3.3 The parties acknowledge the following principles that will guide the implementation of this agreement:
 - 3.3.1 *Kia mau ki te wairua o Te Tiriti o Waitangi*: Uphold the spirit of the Treaty of Waitangi;
 - 3.3.2 Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū:

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Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;

- 3.3.3 *Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi:* Ensuring early engagement on issues of recognised mutual interest;
- 3.3.4 *Kia whakamana i ngā mātāpono o Te Mana Raraunga me tõ Te Whakatōhea whai pānga ki te mātauranga* Māori me te raraunga: Give effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;
- 3.3.5 *Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi*: Acknowledging that the relationship is flexible and evolving;
- 3.3.6 *Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki*: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
- 3.3.7 *Kia mõhio, kia tūtohu ka whai hua ngā rõpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa:* Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement; and
- 3.3.8 *Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia*: Ensuring accountability for agreed decisions and actions.

4 TERMS OF ISSUE

- 4.1 The Protocol is issued pursuant to section [*insert number*] of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") and clause 5.6 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 The Protocol must be read subject to the terms of issue set out in Attachment B.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Ministry will meet with the Governance Entity to provide a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
 - 5.1.1 any matters raised in the Protocol;
 - 5.1.2 reporting processes to be put in place;
 - 5.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from the Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
 - 5.1.4 review processes for this Protocol.
- 5.2 The implementation strategy described in clause 5.1 of this Protocol will have effect from the date specified in the strategy.

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- 5.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:
 - 5.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;
 - 5.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
 - 5.3.3 providing reasonable opportunities for the Governance Entity to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.
- 5.4 The Ministry will:
 - 5.4.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and
 - 5.4.2 as far as reasonably practicable, inform fisheries and other stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

6 TAONGA SPECIES

- 6.1 The Ministry recognises that Whakatōhea has a customary non-commercial interest in the following fisheries within the Protocol Area.
- 6.2 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of the Taonga Species and identify how Whakatōhea exercise kaitiakitanga in respect of the Taonga Species.
- 6.3 The Ministry will recognise and provide for the input and participation of Whakatōhea into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the iwi fisheries plan in accordance with clause 6.2. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to Taonga Species management that affects the Protocol Area.
- 6.4 The Minister will have particular regard to how Whakatōhea exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the Taonga Species. In considering any proposal affecting the Taonga Species in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Whakatōhea in the Taonga Species are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult with the Governance Entity on any proposal concerning the Taonga Species in accordance with clause 6.2.
- 6.5 The Ministry recognises that Whakatōhea have an interest in the research relating to tuna/eels. Where Whakatōhea seek to conduct research on tuna/eels, the Ministry will meet with the Governance Entity in a relevant lwi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from the Governance Entity for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the tuna/eel fishery in the Protocol Area.

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- The Ministry acknowledges that Whakatohea have an interest in the possible enhancement 6.6 of the tuna/eel fishery through the transfer of elvers and the possibility of farming tuna/eels.
- The Ministry will explore with the Governance Entity how it might assist, within existing policy 6.7 and legal frameworks and with available resources, any Whakatohea proposals for the enhancement of the tuna/eel fishery. Such proposals may include proposals for special permits to take tuna/eels from waterways within the Protocol Area as part of any enhancement or aquaculture project.
- The Protocol shall not operate to create any expectation that a special permit or any other 6.8 authorisation to extract or farm tuna/eels will be granted.

INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES 7 PLANS

- Whakatohea are entitled to input into and participation in the Ministry's national fisheries 7.1 plans, where these are being developed, that relate to the Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits research and compliance services) required to meet these goals and outcomes.
- Whakatohea input and participation will be recognised and provided for through the iwi 7.2 fisheries plan referred to in clause 7.1, which the Minister must have particular regard to when making sustainability decisions that relate to the Protocol Area.
- 7.3 Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Whakatohea is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.

8 **IWI FISHERIES PLAN**

- The Governance Entity will develop an iwi fisheries plan that relates to the Protocol Area. 8.1
- The Ministry will assist the Governance Entity, within the resources available to the Ministry, 8.2 to develop an iwi fisheries plan that relates to the Protocol Area.
- 8.3 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:
 - the objectives of the iwi for the management of their customary, commercial, 8.3.1 recreational and environmental interests in fisheries resources within the Protocol Area:
 - how Whakatōhea will exercise kaitiakitanga in the Protocol Area; 8.3.2
 - how the Governance Entity will participate in fisheries planning in the Protocol 8.3.3 Area; and
 - 8.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.

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- 8.4 The Ministry and the Governance Entity agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:
 - 8.4.1 the content of the iwi fisheries plan, including how the plan will legally express, protect and recognise the mana of Whakatōhea; and
 - 8.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the iwi fisheries plan.

9 PARTICIPATION IN IWI FISHERIES FORUMS

9.1 The Ministry will provide opportunities for Whakatōhea to have input and participate in any Iwi Fisheries Forums relating to the Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The iwi fisheries plan will guide the Whakatōhea input into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop forum fisheries plans.

10 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 10.1 The Ministry undertakes to provide the Governance Entity with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- 10.2 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and
- 10.3 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

11 CONTRACTING FOR FISHERIES SERVICES

- 11.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of fisheries services that may impact on the management of customary fisheries within the Protocol Area, if the Ministry is proposing to enter into such a contract.
- 11.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Whakatōhea, and may be achieved by one or more of the following:
 - 11.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;
 - 11.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
 - 11.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.
- 11.3 If the Governance Entity is contracted for fisheries services then clause 11.1 will not apply in relation to those fisheries services.

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12 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 12.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Whakatōhea in relation to the Protocol Area.
- 12.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Whakatōhea, and may be achieved by one or more of the following:
 - 12.2.1 consultation on the job description and work programme;
 - 12.2.2 direct notification of the vacancy;
 - 12.2.3 consultation on the location of the position; and
 - 12.2.4 input into the selection of the interview panel.

13 CONSULTATION

- 13.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
 - 13.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 13.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 13.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
 - 13.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 13.2 Where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

14 RĀHUI

- 14.1 The Ministry recognises that rāhui is a traditional use and management practice of Whakatōhea and supports their rights to place traditional rāhui over their customary fisheries.
- 14.2 The Ministry and Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Whakatōhea over their customary fisheries, and also the reasons for the rāhui.

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- 14.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Whakatōhea over their customary fisheries, in a manner consistent with the understandings outlined in clause 14.2 above.
- 14.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Whakatōhea over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

15 INFORMATION EXCHANGE

- 15.1 The Governance Entity and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and the Governance Entity will as far as possible exchange any information that is of relevant mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and general law.
- 15.2 At the request of the Governance Entity, the Ministry will:
 - 15.2.1 make available all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol; and/or
 - 15.2.2 where it is reasonably practicable, provide a representative to attend a meeting with the Governance Entity
- 15.3 In consideration of a request made under clause 15.2 for information or advice, the Ministry will have regard to the following:
 - 15.3.1 whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
 - 15.3.2 whether making the information available would contravene the provisions of an enactment;
 - 15.3.3 the time and cost involved in researching, collating, and providing the information or advice; and
 - 15.3.4 whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
- 15.4 In consideration of a request made under clause 15.2.2 for the Ministry to attend a meeting with the Governance Entity:
 - 15.4.1 the Ministry will determine the appropriate representative to attend; and
 - 15.4.2 in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
 - (a) the number and frequency of such requests the Ministry has received from the Governance Entity;
 - (b) the time and place of the meeting and the adequacy of notice given; and

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the time and cost involved in complying with the request. (c)

PROVISION OF NON-FISHERIES SERVICES AND RESEARCH 16

- Each party acknowledges that there is potential for the other to provide services to, or 16.1 conduct research for, the other.
- Where the Ministry undertakes on contracts for non-fisheries related services or research, 16.2 and where the Ministry considers it to have a direct impact on the Protocol Area, the Ministry will:
 - 16.2.1 notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
 - 16.2.2 where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
 - 16.2.3 advise the Governance Entity of the provider it has chosen;
 - 16.2.4 at the Ministry's discretion, require any research provider to engage with the Governance Entity, and
 - 16.2.5 provide the Governance Entity with the results of that research, as appropriate.

DISPUTE RESOLUTION 17

- If either the Ministry or the Governance Entity considers there has been a problem with the 17.1 implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:
 - 17.1.1 within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
 - 17.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 17.1, the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;
 - 17.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses 17.1.1 and 17.1.2 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.
- In the context of any dispute that has been initiated under clause 17.1, the Ministry and the 17.2 Governance Entity will place utmost importance on the fact that the Ministry and Whakatohea are, in accordance with clause 3.1 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment which impacts upon this Protocol, the Ministry shall:
 - 18.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and
 - 18.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 18.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

19 DEFINITIONS

19.1 In this Protocol:

Crown means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Fisheries Legislation means the *Fisheries Act 1983* and the *Fisheries Act 1996*, the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992*, the *Maori Commercial Aquaculture Claims Settlement Act 2004*, the *Maori Fisheries Act 2004* and any regulations made under these Acts;

Governance Entity means [Governance Entity];

Protocol means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Protocol Area means the land area as noted in the attached map at Appendix A;

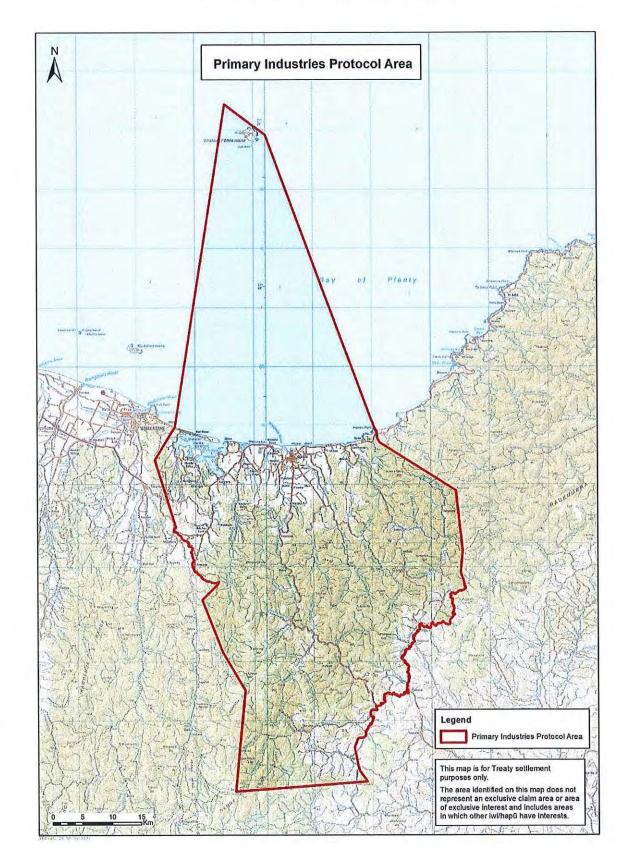
Settlement Date means [].

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TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

3.2: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT A - PROTOCOL AREA



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TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

3.2: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT B - TERMS OF ISSUE

1. Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that [].

2. Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3. Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whānau or other representatives of tangata whenua.

4. Noting of Protocols

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5. Enforceability of Protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clauses [] and [] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6. Limitation of rights

6.1 Section [] of the Settlement Legislation provides that: [Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

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RELATIONSHIP AGREEMENTS 4.

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TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

CONSERVATION RELATIONSHIP AGREEMENT

Agreed by

The Crown, through the Minister of Conservation and the Director-General of Conservation

And

Te Tāwharau o Te Whakatōhea through the Whakatōhea Deed of Settlement

1. WHAKATOHEA'S TRANSFORMATION FRAMEWORK

- 1.1 Whakatōhea have entered into this Conservation Relationship Agreement ("Agreement") with the intent that it will help them realise their guiding principles for Whakatōhea's relationship with the Crown, namely:
 - (a) To uphold the spirit of the Treaty of Waitangi;
 - (b) To recognise and support Whakatohea's mana tangata, mana whenua, and mana moana;
 - (c) To support and accelerate Whakatohea's vision for prosperity and wealth; and
 - (d) To work together to realise benefits for the community.
- 1.2 Whakatōhea's relationship with the Crown will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - (a) Mihi Marino Reconciliation with Whakatohea, the Crown, and society;
 - (b) Kopura Regenerating Culture;
 - (c) Te Puta Tieke Intergenerational Development; and
 - (d) Te Umutaunoa a Tairongo Practising Hospitality.
- 1.3 Whakatōhea's intent is that the work programmes that arise from this agreement will contribute to realising Whakatōhea's strategic objectives and support key components of the Whakatōhea Transformation Framework, namely
 - (a) Leadership providing for inspirational leadership;
 - (b) Capacity fostering competent and successful citizens;
 - (c) Capability building skills and proficiency;

- (d) Whānau supporting whānau potential;
- (e) Community Engagement valuing communication and shared relationships; and
- (f) Collective Decision-making recognising each other's strengths.

Figure: Whakatõhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



- 1.4 Whakatōhea has proposed, and the Department acknowledges, the following principles to guide the implementation of this Agreement:
 - (a) Kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - (b) Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - (c) Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi; Ensuring early engagement on issues of recognised mutual interest;

1.)

- (d) Kia whai mana ngā mātāpono o te mana raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga: Give effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;
- (e) *Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:* Acknowledging that the relationship is flexible and evolving;
- (f) Kia whakaute i te motuhaketanga o ngā ropū me o rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
- (g) Kia möhio, kia tūtohu ka whai hua ngā ropū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement; and
- (h) *Ā*, *kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:* Ensuring accountability for agreed decisions and actions.

2. PURPOSE

- 2.1 This Agreement sets out how the Department of Conservation (the "Department") and Te Tāwharau o Te Whakatōhea (the "Governance Entity") will work together in fulfilling the agreed strategic objectives across the Whakatōhea Area of Interest.
- 2.2 This agreement is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Whakatōhea and the Department of Conservation.
- 2.3 The terms of the Whakatōhea Deed of Settlement apply to this Agreement and should be read as part of this Agreement.
- 2.4 This Agreement shall apply within the Whakatōhea Area of Interest.

3. ROLES AND RESPONSIBILITIES

- 3.1 The Governance Entity, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the Whakatōhea Area of Interest for present and future generations.
- 3.2 Whakatōhea have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Area of Interest, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.
- 3.3 The Minister and the Department have a responsibility under section 4 of the Conservation Act 1987 to interpret and administer the Conservation Legislation so as to give effect to the principles of the Treaty of Waitangi.

TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

4. COMMUNICATION & CONSULTATION

- 4.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:
 - (a) maintaining a record of each other's office holders, and their contact details;
 - (b) advising each other of their principal contacts and their contact details;
 - (c) promptly informing each other of any changes to the contact information;
 - (d) meeting on issues of shared interest that relate to the Whakatohea Area of Interest:
 - (i) in accordance with the commitments in this agreement; and
 - (ii) as agreed by the Governance Entity and the Department; and
 - (e) advising each other of any matters of significance to Whakatōhea that relate to the Whakatōhea Area of Interest.
- 4.2 Where consultation is required under this Agreement, the Department will:
 - (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the matter to be the subject of the consultation;
 - (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are the subject of the consultation;
 - (c) approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and
 - (d) report back to the Governance Entity on any decision that is made.
- 4.3 The Department will meet with the Whakatōhea PSGE within 12 months of the release of the Waitangi Tribunals Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any relevant issues raised in the report.

5. WHAKATŌHEA PLACE IN BAY OF PLENTY CONSERVATION MANAGEMENT STRATEGY

- 5.1 The Settlement provides Whakatōhea with the ability to co-author, alongside the Department, a Whakatōhea Place in the Bay of Plenty Conservation Management Strategy.
- 5.2 The Conservation Management Strategy is the Department's key statutory plan focussed on the Bay of Plenty region. Its purpose is to implement general policies and establish objectives for the integrated management of natural and historic resources, and for recreation, tourism and other conservation purposes.
- 5.3 The area to be covered by the Whakatōhea Place is shown on the map at Schedule 2.

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6. INFLUENCE OUTSIDE THE WHAKATOHEA PLACE

- 6.1 The Settlement, and this Agreement, also contain a number of mechanisms that will enable Whakatōhea to influence the Department's activities outside of the Whakatōhea Place. These include:
 - (a) Decision-making Framework this will ensure that departmental decision-makers are informed of, and understand, the Governance Entity's views and interests when making concession decisions under Part 3B of the Conservation Act;
 - (b) Cultural materials plan this will provide Whakatōhea with the legal ability to make decisions to authorise members to hold dead protected wildlife (found within their rohe) and collect plant materials for non-commercial purposes (from public conservation land within their rohe), in accordance with a jointly agreed cultural materials plan;
 - (c) In this Agreement, the following sections:
 - (i) Statutory Planning Documents (refer clause [7.8]) commits the Department to engage with the Governance Entity early in the development process when preparing, reviewing or amending statutory plans. This will include:
 - (A) the East Coast Hawkes Bay Conservation Management Strategy (for the southern part of Whakatōhea's rohe); and
 - (B) the Bay of Plenty Conservation Management Strategy (for the Coastal Place and any part of the Eastern Catchment Place not covered by the Whakatōhea Place).
 - (ii) Strategic Planning and Collaboration (refer clause [7]) commits the Department to meet annually with the Governance Entity early in their respective business planning processes to identify shared priorities and also specific projects to be undertaken together or separately to support those projects.
 - (iii) Statutory Authorisation and Statutory Land Management (refer clauses [10 and 11]) commits the department to early consultation to identify how proposed activities may impact on the cultural, spiritual, or historic values of Whakatōhea. Activities covered by these two sections include Wildlife Act authorisations, vestings, management arrangements with third parties, changing reserve classifications, and land disposal. Concession decision-making is covered by the decision-making framework (see above).
 - (iv) Sites of Significance (part [13]) commits the parties to develop a process for advising one another of sites of significance and wahi tapu and discussing practical ways in which Whakatōhea can exercise kaitiakitanga over those sites.
 - (v) Species and habitat protection (part [14]) commits the department to inform the Governance Entity of the national sites and species programmes on which the department will be actively working, and provide opportunities for Whakatōhea to participate in these programmes.
 - (vi) Conservation advocacy (part [16]) acknowledges that the parties may meet to discuss issues of likely mutual interest and/or concern in relation to the

effects of activities controlled and managed under the Resource Management Act 1991. It is recognised that the Department and the Governance Entity may continue to make separate submissions in any RMA processes.

6.2 The above mechanisms will also apply within the Whakatohea Place (where appropriate).

7. INTERACTION WITH NATURAL RESOURCE REDRESS

- 7.1 The Settlement includes two items of natural resource redress that recognise the kaitiaki role and obligations of Whakatōhea hapū:
 - (a) The Settlement (refer cl [XX] of the Deed of Settlement) establishes a Whakatöhea kaitiaki forum (forum) for the rivers and catchments in the Whakatōhea area of interest. The forum is a non-regulatory body whose membership is comprised of six members appointed by Whakatōhea and four members identified by the Bay of Plenty Regional Council (BOPRC) and Ōpōtiki District Council (ŌDC). Staff from the Department will also be able to attend the forum by invitation.
 - (b) The Settlement (refer cl [XX] of the Deed of Settlement) provides for Whakatōhea and the BOPRC and/or ODC to enter into a Joint Management Agreement (JMA). JMAs are an existing mechanism under the Resource Management Act 1991 that can provide for greater iwi input into local authority processes and decision-making under the RMA.
- 7.2 While the Department is not a party to either of these arrangements, it is important to understand how they relate to the work the Department does:
 - (a) There will be some cross-over between discussions at the forum and discussions between the Department and Whakatōhea that take place under the auspices of this Agreement. More detail can be found at Schedule 3 of this Agreement.
 - (b) The JMA will work alongside the kaitiaki forum by providing Whakatōhea a direct role into territorial local authority processes and decision-making regarding RMA freshwater management matters. More detail can be found at Schedule 4 of this Agreement.
- 7.3 As set out in more detail in Schedules 3 and 4, the existing role of statutory decisionmakers under the Conservation Act 1987 and other statutes relevant to the work of the Department will continue to apply within the forum area and the area of any JMA established under the provisions of the Settlement.

8. STRATEGIC PLANNING & COLLABORATION

- 8.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship.
- 8.2 Thereafter, the Governance Entity will meet with senior staff of the Department within the Area of Interest at least once a year. From the Department this would include the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent). From the Governance Entity appropriate leadership members would attend the annual relationship meeting.
- 8.3 At this meeting, the parties (the Department and the Governance Entity) will consider whether additional meetings involving senior managers of the Department (above Tier 3,

that is, the Director-General or an appropriate Deputy Director-General) and the Governance Entity are required on particular issues to empower mana ki te mana relationships; this could include matters arising from national work programmes, or the Minister's priorities. Should the Governance Entity wish to engage with the Minister the Department will forward this request in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on purpose and context of the proposed meeting.

- 8.4 The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the local Operations Manager. The relevant Operations Manager and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to;
 - discuss priorities and commitments for the new financial year, e.g. the identification of opportunities to work collaboratively on conservation outcomes for the Tirohanga Dunes Conservation Area;
 - (b) discuss timeframes for the development of annual work programmes; and
 - (c) identify potential specific projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship.
- 8.5 If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 8.6 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
 - (a) any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Whakatōhea Area of Interest;
 - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party); and
 - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Nga Whenua Rahui (either jointly or individually with the support of the other party).
- 8.7 As part of annual discussions, and as part of ongoing dialogue, Whakatōhea may also seek the Department's support for, or participation in, wider collaborative projects or processes involving other agencies or iwi that also deliver a conservation outcome. Whakatōhea acknowledge that Departmental participation or support for such projects will be assessed on a case-by-case basis by the Department, consistent with Conservation legislation and the resourcing available as a result of the Department's annual business planning process.

- 8.8 Each year, the parties will provide a letter or similar form of written advice (e.g. an Annual Report) to the other that describes:
 - (a) the work that party has carried out in that financial year to achieve the strategic objectives for the relationship;
 - (b) Identification of possible areas for strengthening or improving the relationship; and
 - (c) (over time) a review of progress against the shared long-term objectives for the relationship.

Planning documents

- 8.9 The Department has obligations under the Conservation Legislation to prepare, review and amend planning documents, including conservation management strategies, national park management plans and conservation management plans ("**Statutory Planning Documents**").
- 8.10 The Department and the Governance Entity will meet to identify and seek to address issues affecting Whakatōhea at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Whakatōhea Area of Interest.
- 8.11 Clause [5.8] does not apply to the Whakatōhea Chapter, that is, that part of the Bay of Plenty Conservation Management Strategy which is subject to separate redress in the Whakatōhea Deed of Settlement (refer cl [XX] of the Deed of Settlement).

9. FRESHWATER FISHERIES

- 9.1 Whakatōhea and the Department share aspirations for conservation of freshwater fisheries within the Whakatōhea Area of Interest.
- 9.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 9.3 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include:
 - (a) areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and
 - (b) the development or implementation of research and monitoring programmes.

10. MARINE MAMMAL STRANDINGS

10.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammal Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine

mammals, including the assistance, treatment or disposal of any stranded, sick, injured or dead marine mammal. The Department is also responsible for the health and safety of its staff, any volunteers under its control, and the public, when it acts to protect, conserve or manage marine mammals.

10.2 The Governance Entity will be advised of marine mammal strandings within the Relationship Area. A co-operative approach will be adopted with the Governance Entity to manage stranding events, including the recovery of bone (including teeth and baleen) for cultural purposes and the burial of marine mammals. The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanise a marine mammal or gather scientific information.

11. STATUTORY AUTHORISATIONS

- 11.1 To avoid doubt, this section does not apply to concessions under Part 3B of the Conservation Act 1987 which are subject to redress (the Decision-making framework) in the Whakatōhea Deed of Settlement (refer cl [XX] of the Deed of Settlement).
- 11.2 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Whakatõhea Area of Interest.
- 11.3 As part of these strategic objectives, the Governance Entity and the Department will identify categories of Statutory Authorisations that may impact on the cultural, traditional and/or historic values of Whakatōhea. These categories will be reviewed on a continuing basis. In the identified categories the Department will:
 - (a) advise and encourage all prospective applicants within the Whakatōhea Area of Interest to consult the Governance Entity before filing their application;
 - (b) consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Whakatōhea Area of Interest.
- 11.4 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in clause [5.2]) of the time frames for providing advice on impacts on the cultural, spiritual and historic values of Whakatōhea.
- 11.5 Before issuing statutory authorisations to carry out activities on land managed by the Department within the Whakatōhea Area of Interest, the Department will encourage communication between the applicant for the statutory authorisation and the Governance Entity;
- 11.6 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
 - (a) require the third parties to manage the land according to the standards of conservation best practice;
 - (b) encourage third parties to consult with the Governance Entity before using cultural information of Whakatōhea.
- 11.7 When considering applications for Statutory Authorisations the Department must apply the relevant statutory and other legal considerations in a way that gives effect to the principles of the Treaty of Waitangi. This involves applying the relevant Treaty principles to the facts of the particular case

11.8 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Governance Entity to obtain statutory authorisations on public conservation land within the Whakatōhea Area of Interest.

12. STATUTORY LAND MANAGEMENT

- 12.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the Whakatōhea Area of Interest. Whakatōhea have an ongoing interest in the range of statutory land management activities that are occurring within the Whakatōhea Area of Interest.
- 12.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of Whakatōhea, and will identify when consultation is appropriate. This includes when the Minister is considering:
 - (a) vestings or management appointments for reserves held under the Reserves Act 1977;
 - (b) other management arrangements with third parties;
 - (c) changing reserve classifications; or
 - (d) land disposal.
- 12.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Whakatōhea site of significance, the Department will discuss with the Governance Entity whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).

13. CULTURAL MATERIALS

- 13.1 The Whakatohea Deed of Settlement includes a commitment for the Department to jointly prepare and agree with the Governance Entity a cultural materials plan post-settlement covering:
 - (a) The customary take of flora material within conservation protected areas within the Whakatōhea area of interest; and
 - (b) the possession of dead protected fauna that is found within the area.

14. SITES OF SIGNIFICANCE

- 14.1 Both parties recognise that there are wāhi tapu and sites of significance to Whakatōhea on lands managed under Conservation Legislation.
- 14.2 The Department will work with the Governance Entity to respect Whakatōhea values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified in accordance with clause [11.3] on lands administered by the Department within the Whakatōhea Area of Interest by:
 - discussing with the Governance Entity practical ways in which Whakatohea can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Whakatohea Area of Interest;

- (b) managing, in co-operation with the Governance Entity, sites of historic significance to Whakatōhea according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;
- (c) informing the Governance Entity if koiwi or taonga tuturu are found within the Whakatōhea Area of Interest; and
- (d) assisting in recording and protecting wahi tapu and other places of cultural significance to Whakatohea and seeking to ensure they are not desecrated or damaged.
- 14.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to sites of significance to Whakatōhea will be treated in confidence by the Department, to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity but subject to the Official Information Act 1981 and other relevant Acts.
- 14.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under clause [11.3] above in the Whakatōhea Area of Interest.

15. SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)

- 15.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Whakatōhea Area of Interest. These aspirations will be reflected in the strategic objectives for the relationship.
- 15.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 15.3 In recognition of the cultural, historic and traditional association of Whakatōhea with indigenous flora and fauna within the Whakatōhea Area of Interest for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Whakatōhea to participate in these programmes.
- 15.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 15.5 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Whakatōhea Area of Interest, including:
 - (a) monitoring and assessment of programmes;
 - (b) early consultation with the Governance Entity on pest control activities particularly the use of pesticides within the Whakatõhea Area of Interest;

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- (c) co-ordination of pest control where the Governance Entity is the adjoining landowner; and
- (d) identification of opportunities to participate in landscape-scale pest management.

Through the annual business planning process, the parties will create actions to progress these strategic objectives.

16. VISITOR AND PUBLIC INFORMATION

- 16.1 Whakatōhea and the Department wish to share knowledge about natural and historic heritage within the Whakatōhea Area of Interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 16.2 The parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Whakatōhea with the land, waters and indigenous flora and fauna within the Area the Whakatōhea Area of Interest, and the responsibility of Whakatōhea as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.
- 16.3 The parties will do this by:
 - raising public awareness of positive conservation relationships developed between the parties;
 - (b) engaging with each other in the development of visitor and public information published by either party that relates to Whakatōhea values in land and resources managed under Conservation Legislation, particularly where that information relates to Whakatōhea sites of significance and aspirations to the land;
 - the Department obtaining from the Governance Entity an assurance that information relating to Whakatohea to be contained in a publication of the Department is accurate and appropriate;
 - (d) the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Whakatōhea values but subject to the Official Information Act 1981 and other relevant Acts; and
 - (e) the Department consulting the Governance Entity before using use of information about Whakatohea values for new interpretation panels, signs and other visitor publications.

17. CONSERVATION ADVOCACY

- 17.1 From time to time, the Governance Entity and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:
 - (a) protection of coastal and marine areas;
 - (b) protection and maintenance of wetland areas and reserves;
 - (c) management of rivers, streams and waterways; and

- (d) the effects of activities on biodiversity.
- 17.2 From time to time the Parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

18. CROSS-ORGANISATIONAL OPPORTUNITIES

- 18.1 As part of the annual business planning process, the parties will discuss:
 - (a) opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist the Governance Entity to exercise their role under the Deed and as kaitiaki);
 - (b) opportunities to share GIS data held by the Department that relates to public conservation land within the Whakatōhea Area of Interest;
 - (c) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Whakatōhea Area of Interest. Options may include wānanga, education, training, development and secondments;
 - (d) opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Whakatōhea Area of Interest. The Governance Entity may propose candidates for these roles or opportunities; and
 - (e) staff changes and key contacts in each organisation.
- 18.2 Where appropriate, the Department will consider using the Governance Entity individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

WAITANGI TRIBUNAL DISTRICT INQUIRY

19. The Department will meet with the Governance Entity within 12 months of the release of the Waitangi Tribunal's Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any relevant issues raised in the report.

20. DISPUTE RESOLUTION

- 20.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.
- 20.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director of Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 20.3 If following the process in clause [16.2] the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.

20.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister or their nominees). The parties acknowledge this measure will be a means of last resort.

21. REVIEW AND AMENDMENT

21.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

22. TERMS OF AGREEMENT

- 22.1 This Relationship Agreement is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clause [X] of the Deed of Settlement. The Relationship Agreement does not override or limit:
 - (a) legislative rights, powers or obligations;
 - (b) the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
 - (c) the ability of the Crown to introduce legislation and change government policy.
- 22.2 The Relationship Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to
 - (a) land or any other resource held, managed or administered under the Conservation Legislation;
 - (b) flora or fauna managed or administered under Conservation Legislation; or
 - (c) rights relating to the common marine and coastal areas defined in section 9(1) of the marine and Coastal Areas (Takutai Moana) Act 2011.
- 22.3 A breach of this Relationship Agreement is not a breach of the Deed of Settlement.
- 22.4 If the Crown breaches this Relationship Agreement without good cause, the Governance Entity may:
 - (a) seek a public law remedy, including judicial review; or
 - (b) subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.
- 22.5 Clause 18.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession

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23. CONSULTATION

- 23.1 Where consultation is required under this agreement, the Department will:
 - ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
 - (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
 - (c) approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation;
 - (d) report back to the Governance Entity on any decision that is made.

24. DEFINITIONS

24.1 In this document:

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

Crown has the meaning given to it in section 2(1) of the Public Finance Act 1989;

Cultural materials means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the Whakatōhea Area of Interest and which are important to Whakatōhea in maintaining and expressing their cultural values and practices;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Governance Entity means the [Whakatohea Post-Settlement Governance Entity];

Kaitiaki means guardian in accordance with tikanga Māori;

Māori Data Sovereignty is a principle that refers to the responsibility of:

- (a) the Department to facilitate access to data for governance (that is, providing Whakatōhea with access to data for decision-making purposes, to the extent that the data is held by the Department and subject to any existing Departmental policies, contractual obligations, or legislative requirements); and
- (b) the responsibility of the Department and Whakatōhea to ensure appropriate governance of data (that is, Whakatōhea involvement in decisions about third party access to data if it is making statements about or relates to Whakatōhea, for example, GIS data for Whakatōhea redress sites or information about Whakatōhea association with a site in Departmental publications).

Whakatohea has the meaning set out in the Deed of Settlement;

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Whakatōhea Area of Interest is [as defined in the Deed of Settlement / described in Schedule 1 [map]];

Statutory Authorisation means an authorisation granted under the Conservation Legislation other than a concession granted under Part 3B of the Conservation Act 1987;

Statutory Planning Document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987, except as provided in clause [5.9];

Tikanga Māori refers to Māori traditional customs.

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AGREED on [

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Conservation, in the presence of:

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of **TE TĀWHARAU O TE WHAKATŌHEA** by [the Chair] in the presence of:

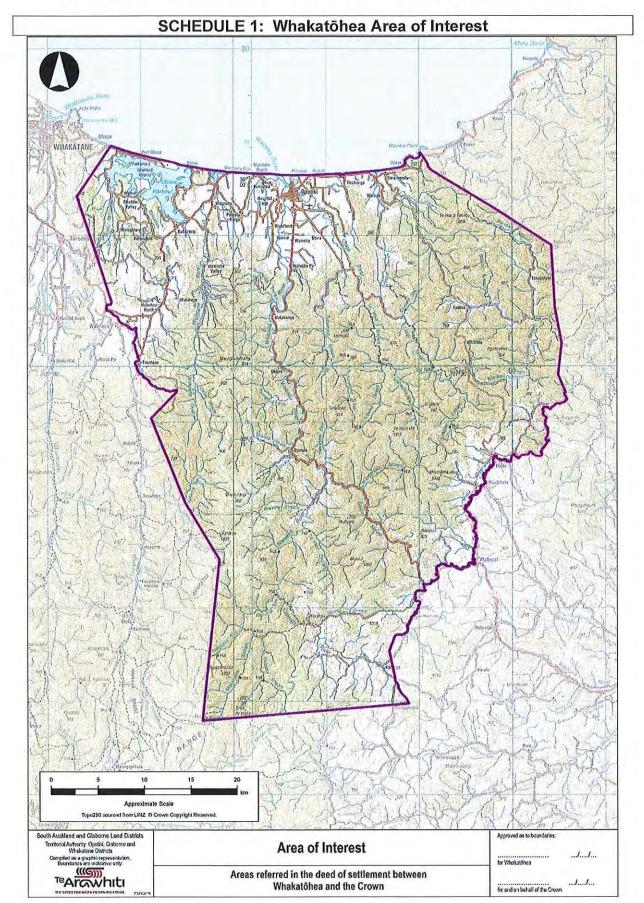
Signature of Witness

Witness Name

Occupation

Address

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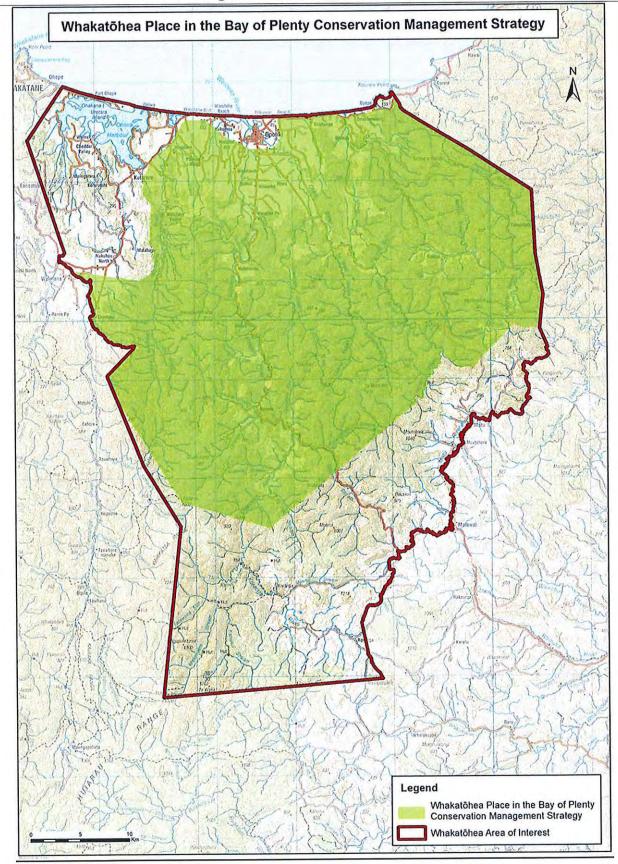


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4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 2: Area covered by the Whakatōhea Area Place in the Bay of Plenty Conservation Management Strategy Whakatōhea Area of Interest



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4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 3: Whakatōhea kaitiaki forum

- 1.1 The Settlement establishes a Whakatōhea kaitiaki forum (forum) for the rivers in the Whakatōhea area of interest. The forum will operate as a permanent joint committee of the Bay of Plenty Regional Council (BOPRC).
- 1.2 The forum is a non-regulatory body whose membership is comprised of six members appointed by Whakatōhea and four members identified by BOPRC and Ōpōtiki District Council (ŌDC). Staff from the Department will also be able to attend the forum by invitation.
- 1.3 The core purpose of the forum is to promote te mana o te wai (focused on the health and sustainability of rivers and their catchments within the Whakatōhea area of interest) in a collaborative way that recognises the kaitiaki role and obligations of Whakatōhea hapū. More detail on the purpose, geographical scope, and functions of the forum can be found at sections XX of the Deed of Settlement.
- 1.4 There will be some cross-over between discussions at the forum and discussions between the Department and Whakatōhea that take place under the auspices of this Agreement.
- 1.5 Section 9 of this Agreement anticipates that the parties will agree Strategic Objectives for the Partnership, and that there may be regular discussions around progress towards those objectives. While those strategic objectives may change over time, they may include identification of opportunities for Whakatōhea to have increased input and involvement in any:
 - (i) active management of freshwater species or habitat undertaken by the Department; and
 - (ii) active management activities undertaken by the Department in the Common Marine Area.
- 1.6 The parties agree that it could be beneficial for any discussions on the matters above, that may begin under the auspices of this Agreement, to be shared with the forum where participants are encouraged to take a more holistic perspective. Conversely, discussions that commence in the forum may benefit from further consideration and development under the auspices of this Agreement, for example, more detailed development of a proposal as part of a wider forum strategy.
- 1.7 Consistent with the non-regulatory nature of the forum, the role of statutory decision-makers under:
 - the Conservation Act 1987 to regulate or manage sports fish (including trout), or to regulate or manage freshwater fisheries (including whitebait) and their habitats (e.g. spawning sites and fish passage barriers), would continue to apply within the forum area;
 - (ii) the Resource Management Act 1991 (RMA) in relation to the New Zealand Coastal Policy Statement, Regional Coastal Plans, or proposals of national significance that impact the Common Marine Area, would continue to apply within the forum area; and
 - (iii) the Marine and Coastal Area (Takutai Moana) Act 2011 in relation to conservation processes would continue to apply within the forum area.

4.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 4: Joint Management Agreement

- 1.1 Joint Management Agreements (JMA) are an existing mechanism under section 36B of the RMA that can provide for greater iwi input into local authority processes and decision-making under the RMA.
- 1.2 The Settlement provides that, once triggered by a written notice from Whakatōhea, a JMA must be entered into between Whakatōhea and either the BOPRC or ŌDC, within a specified timeframe.
- 1.3 The Department will not be a party to any JMA established under the provisions of the Settlement.
- 1.4 While the content of the JMA will be agreed between the relevant parties once notice is given by Whakatōhea, sections [XX] of the Deed of Settlement sets out principles for the development and operation of the JMA, as well as topics that could be covered by the JMA including:
 - (i) RMA planning processes;
 - (ii) RMA consenting processes (such as in relation to gravel extraction consents);
 - (iii) RMA monitoring of the rivers in the rohe; and
 - (iv) other topics agreed to by the parties;
- 1.5 The JMA will work alongside the kaitiaki forum by providing Whakatōhea a direct role into territorial local authority processes and decision making regarding RMA freshwater management matters. As such the JMA would support Whakatōhea hapū to exercise kaitiakitanga, and promote te mana o te wai, at a practical level.
- 1.6 The role of statutory decision-makers under the Conservation Act 1987 to regulate or manage sports fish (including trout), or to regulate or manage freshwater fisheries (including whitebait) and their habitats (e.g. spawning sites and fish passage barriers), would continue to apply within the area of any JMA established under the provisions of the Settlement.
- 1.7 Consistent with intent of the redress to focus on freshwater rivers and catchments, any JMA established under the provisions of the Settlement will not apply to the Common Marine Area.

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4.2: RELATIONSHIP AGREEMENT WITH TE HIRINGA HAUORA / HEALTH PROMOTION AGENCY



RELATIONSHIP AGREEMENT BETWEEN TE HIRINGA HAUORA/HEALTH PROMOTION AGENCY AND [THE WHAKATÕHEA GOVERNANCE ENTITY]

[Te Whakatōhea Herekore

Te Whakatōhea knows no bounds]

Date:

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1 BACKGROUND

- 1.1 The Whakatōhea settlement (the **Settlement**) is about the restoration of mana, including mana whenua, mana moana, and mana tangata. This will be achieved through reconciliation with the Crown, the regeneration of whānau capacity, and accelerating Whakatōhea's vision for prosperity and wellbeing.
- 1.2 As part of the Settlement, the Whakatōhea post-settlement governance entity (the **Governance Entity**) and Health Promotion Agency (**Te Hiringa Hauora**), jointly referred to as the **Parties**, have entered this Relationship Agreement (the **Agreement**) to work together to improve health and wellbeing outcomes for Whakatōhea members.

2 PURPOSE

- 2.1 This Agreement formalises the relationship between the Parties. It establishes a framework to enable the Parties to develop and maintain a positive, principled and enduring working relationship by ensuring:
 - (a) an ongoing dialogue is maintained through which the parties are kept aware of each other's interests;
 - (b) opportunities for collaboration are explored when they arise; and
 - (c) agreed work plans are established that are mutually beneficial to each other's goals.
- 2.2 Additional parties may be added to this Agreement if aligned with the values and strategic objectives of the original parties. Where additional parties are agreed, each additional party will sign a letter confirming their agreement to be added to the Agreement and a Schedule of Additional Parties will be added to this Agreement.

3 RELATIONSHIP PRINCIPLES

- 3.1 Te Tiriti o Waitangi provides the basis for the relationship between the parties.
- 3.2 Whakatōhea has adopted the following principles which the parties accept as guiding the implementation of this Agreement:
 - (a) Kia mau ki Te Tiriti o Waitangi: Uphold the Te Tiriti o Waitangi
 - (b) Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - (c) Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi: Ensuring early engagement on issues of recognised mutual interest;
 - (d) Kia whakamana i ngā mātāpono o Te Mana Raraunga me tõ Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga: Give effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;

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- (e) *Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi*: Acknowledging that the relationship is flexible and evolving;
- (f) *Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki*: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
- (g) Kia mõhio, kia tūtohu ka whai hua ngā rõpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement;
- (h) *Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia*: Ensuring accountability for agreed decisions and actions.

4 WHAKATOHEA ASPIRATIONS

4.1 Te Hiringa Hauora acknowledges the Whakatōhea Transformation Framework (the **Framework**) guiding the Governance Entity's mahi.

Figure 1: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



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- 4.2 The Parties will collaborate to meet Whakatōhea's wellbeing aspirations in relation to the Framework's pillars.
- 4.3 Work programmes arising from the Agreement will contribute to realising Whakatōhea's strategic objectives. They will also support the key components of the Whakatōhea Transformation Framework, namely:
 - (a) Leadership Providing for inspirational leadership;
 - (b) Capacity Fostering competent and successful citizens;
 - (c) Capability Building skills and proficiency;
 - (d) Whānau Supporting whānau potential;
 - (e) Community Engagement Valuing communication and shared relationships;
 - (f) Collective Decision-making Recognising each other's strengths.

5 WORK PROGRAMME

- 5.1 The Governance Entity wishes to engage with Te Hiringa Hauora regarding the following initial issues:
 - (a) [To be completed]
- 5.2 The Parties will work together to develop a Work Plan (**the Plan**), which may reflect the issues listed in clause 5.1 above. The Plan will contain specific values and steps agreed by the Parties. These steps will align with the Parties' other strategies and priorities and Whakatõhea's aspirations.
- 5.3 Without limitation the Plan will:
 - (a) define its objectives of actions to be undertaken;
 - (b) share information about Te Hiringa Hauora initiatives and work, to help the Governance Entity identify how these may impact on Whakatōhea;
 - (c) identify priorities for action and potential sources of funding of those priorities to improve wellbeing for Whakatōhea whānau;
 - (d) identify indicators to measure success in achieving the objectives of the Work Plan; and
 - (e) contain an agreed approach for the establishment and implementation of the Work Plan.
- 5.4 Within 6 months of signing the Relationship Agreement, representatives of the Parties will commence working together to develop the Work Plan.
- 5.5 Within 12 months of signing the Relationship Agreement, the Parties will finalise a Work Plan.

5.6 The Work Plan will be assessed annually and may be modified from time to time as agreed between the Parties.

6 COMMUNICATION

6.1 The Parties will ensure timely and effective communications with each other on an ongoing basis. Primary contacts for the Parties for a mana ki te mana relationship will designate senior officials from Te Hiringa Hauora and the Governance Entity to act as the liaison for the mahi ki te mahi the relationship. The Parties acknowledge that while the preferred method of meeting is kanohi ki te kanohi, other ways of communicating may be used.

7 COLLABORATIVE AGENCY FRAMEWORK

- 7.1 The Collaborative Agency Framework is a round table of Crown agencies, the Governance Entity and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea.
- 7.2 The Parties are supportive of the Collaborative Agency approach to improve outcomes for whānau and vulnerable people living in the rohe, in line with the Whakatōhea Transformation Framework and as set out in this Agreement, by:
 - acknowledging the imperatives for a successful effective relationship as identified by Whakatõhea are embodied in Kaupapa Māori Frameworks and built on mutual trust, respect, reciprocity and whanaungatanga;
 - (b) working together to design common outcome agreements;
 - (c) building Whakatōhea capability and capacity to invigorate Whakatōhea wellbeing by actively working together to set five-year work programmes;
 - (d) sharing a collective approach to measuring outcomes of programmes; and
 - (e) enhancing Whakatōhea's ability to work collaboratively across multiple government agencies and lwi, based on a common understanding and approach.
- 7.3 Te Hiringa Hauora will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests Te Hiringa Hauora and the Governance Entity to do so.

8 CONTACTS

- 8.1 The main Te Hiringa Hauora contact at all times for the Agreement is Papatuanuku Nahi, Kai Okohapai, Te Tiriti o Waitangi.
- 8.2 The main contact person at the Governance Entity for all matters relating to the Agreement is the Chief Executive [or alternative to be advised].
- 8.3 These contact persons may change over time as Te Hiringa Hauora and the Governance Entity, and their relationship, evolve.

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9 ENGAGEMENT

- 9.1 The Parties will engage through the following mechanisms:
 - (a) where required and agreed to deliver the Work Programme referred to in clause 5;
 - (b) an annual relationship meeting between a senior representative of Te Hiringa Hauora and a senior representative of the Governance Entity, as referred to in clause 10;
 - (c) a meeting with the Whakatōhea PSGE within 12 months of the release of the Waitangi Tribunals Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any issues relevant to Te Hiringa Hauora raised in the report; and
 - (d) meetings, as agreed, at an operational level between Te Hiringa Hauora officials and representatives of the Governance Entity as set out in clause 10.

10 INFORMATION SHARING

- 10.1 Te Hiringa Hauora and the Governance Entity recognise the mutual benefit of mutual information exchange.
- 10.2 Te Hiringa Hauora and the Governance Entity will endeavour to share information in relation to, but not limited to, entities that are funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to any applicable law, including the Privacy Act 2020.

11 OFFICIAL INFORMATION

- 11.1 Te Hiringa Hauora is subject to the requirements of the Official Information Act 1982 (OIA).
- 11.2 Te Hiringa Hauora may receive requests to disclose information that it holds relating to the Relationship Agreement or any steps taken under it (e.g. relationship meeting minutes) under the Official Information Act 1982.
- 11.3 Te Hiringa Hauora will notify the Governance Entity and seek its views before releasing any such information.

12 LIMITATIONS

- 12.1 Nothing in this Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.
- 12.2 The commitments under this Agreement are limited to the extent that they are within the respective capabilities, resources, mandated work programmes and priorities of the Governance Entity, Te Hiringa Hauora and of the government of the day.
- 12.3 The commitments of the Governance Entity under this Agreement are limited to the extent that they are within the capability, resources and priorities of Whakatōhea.
- 12.4 In accordance with the principles listed at clause 3, the limitations expressed within the Agreement do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

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13 SPECIAL CONDITIONS

13.1 The provisions in this Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Official Information Act 1982 and the Privacy Act 2020 or their successors.

14 DISPUTE RESOLUTION

14.1 If a dispute arises in relation to the Agreement that cannot be resolved by the contact persons at clauses 8.1 and 8.2 it shall be escalated to their respective Chief Executives to resolve. If the Chief Executives are unable to resolve the problem, then the matter shall be escalated to the Chairs of the Parties for final resolution.

15 REVIEW

15.1 The Parties may agree to review the operation of the Agreement from time to time.

16 AMENDMENT

16.1 The Parties may agree in writing to vary the provisions of the Agreement.

SIGNED for and on behalf of the Te Hiringa Hauora/Health Promotion Agency in the presence of:

WITNESS

Name: Tane Cassidy

Occupation: Tumu Whakarae

Address:

SIGNED for and on behalf of [the Whakatōhea governance entity] in the presence of:

WITNESS

Name:

Occupation:

Address:

4.3 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

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4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

RELATIONSHIP AGREEMENT BETWEEN

THE MINISTRY OF BUSINESS INNOVATION AND EMPLOYMENT

AND

[WHAKATÕHEA OR PSGE NAME]

Pākihikura ko te pūwaha tonu o te awa. Ko te rite o Pakihi he mahi moni, he haumako, ko te tikanga o kura, he tāonga. Ko Pakihikura te waka tawhito, kua tahuri hei waka arumoni, waka pūtea e kawe nei i te iwi ki mua.

Pākihikura is the mouth of the river. "Pakihi" means "business". "Pakihi" means "fertile". "Kura" means "a treasure". Pakihikura is the ancestral waka - this waka is now Whakatōhea's financial and commercial vehicle to carry the iwi into the future.

1 PURPOSE

- 1.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry of Business, Innovation and Employment ("**MBIE**") and [name of the Whakatōhea PSGE] (the "**Governance Entity**") (referred to collectively as "**the Parties**"). It is intended to encourage the Parties to develop and maintain a positive and enduring working relationship by facilitating:
 - 1.1.1 ongoing dialogue between the Parties; and
 - 1.1.2 opportunities to enhance the wellbeing of Whakatõhea.
- 1.2 'Whakatōhea' in this agreement refers to the group, whānau, hapu and individuals defined in clause 8.8 of the Deed of Settlement.

2 BACKGROUND

- 2.1 The Whakatōhea settlement is about the restoration of mana including mana whenua, mana moana, and mana tangata. This will be achieved through reconciliation with the Crown, the regeneration of whānau capacity, and accelerating Whakatōhea's vision for prosperity and wellbeing.
- 2.2 An investment in Whakatōhea is an investment in the Ōpōtiki community, a region sorely in need of employment and economic development opportunities. One of the key challenges to realising Whakatōhea's aspirations for wellbeing and prosperity is the development of a sustainable economic foundation that provides a level of return to practice hospitality in a manner befitting an lwi rangatira.
- 2.3 This Relationship Agreement sets a new pathway for the relationship between Whakatōhea and MBIE.

4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

3 RELATIONSHIP PRINCIPLES

- 3.1 Whakatōhea has proposed, and MBIE acknowledges, the following principles will underpin the relationship between the Parties and guide implementation of this Relationship Agreement:
 - 3.1.1 Kia mau ki te wairua o Te Tiriti o Waitangi: Upholding the spirit of the Treaty of Waitangi;
 - 3.1.2 Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - 3.1.3 Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi: Ensuring early engagement on issues of recognised mutual interest;
 - 3.1.4 Kia whai mana ngā mātāpono o te mana raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga: Taking account of the principles of Māori data sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;
 - 3.1.5 Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi: Acknowledging that the relationship is flexible and evolving;
 - 3.1.6 Kia whakaute i te motuhaketanga o ngā ropū me o rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
 - 3.1.7 Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or iwi in work programmes by mutual agreement; and
 - 3.1.8 Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions.

4 WHAKATÕHEA ASPIRATIONS FOR THE RELATIONSHIP WITH MBIE

- 4.1 The Governance Entity has entered into the Relationship Agreement with the intent that it will help Whakatōhea realise their aspirations for their relationship with the Crown, namely:
 - 4.1.1 To uphold the spirit of the Treaty of Waitangi;
 - 4.1.2 To recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - 4.1.3 To support and accelerate Whakatōhea's vision for prosperity and wealth; and
 - 4.1.4 To work together to realise benefits for the community.

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4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

- 4.2 Whakatōhea's relationship with the Crown will be guided by the Whakatōhea Transformation Framework, which is set out in the Appendix and which has the following four pillars:
 - 4.2.1 Mihi Marino Reconciliation with society;
 - 4.2.2 Köpura Regenerating Culture;
 - 4.2.3 Te Puta Tieke Intergenerational Development; and
 - 4.2.4 Te Umutaunoa a Tairongo Practising Hospitality.

4.3

- Whakatōhea's intent is that the work programmes that arise from the Relationship Agreement will contribute to realising Whakatōhea's strategic objectives and support key components of the Whakatōhea Transformation Framework, namely:
 - 4.3.1 Leadership Providing for inspirational leadership;
 - 4.3.2 Capacity Fostering competent and successful citizens;
 - 4.3.3 Capability Building skills and proficiency;
 - 4.3.4 Whānau Supporting whānau potential;
 - 4.3.5 Community Engagement Valuing communication and shared relationships;
 - 4.3.6 Collective Decision-making Recognising each other's strengths.
- 4.4 The Governance Entity wishes to engage with MBIE regarding the initial issues of interest set out below. These topics may be reflected in the Work Plan referred to in clause 7 below and modified from time to time as set out in that clause:
 - 4.4.1 regional economic development, particularly in the Whakatōhea area of interest as set out in the Whakatōhea Deed of Settlement;
 - 4.4.2 research, information and data held by MBIE relevant to economic development in the Whakatōhea area of interest as set out in the Whakatōhea Deed of Settlement;
 - 4.4.3 current and future aquaculture development and mussel farming led by [a Whakatōhea associated entity];
 - 4.4.4 support to establish relationships with Crown Research Institutes to assist Whakatōhea with its economic development initiatives;
 - 4.4.5 support to implement within the science and innovation sector of Whakatōhea's Traditional Knowledge (TK) and Biocultural (BC) Labels, which are designed to inform users of the significance of, and appropriate engagement with, Whakatōhea's traditional and biocultural knowledge;
 - 4.4.6 support for the use of Whakatōhea mātauranga within the science and innovation sector; and
 - 4.4.7 access to funding that MBIE offers which may assist Whakatōhea economic development aspirations set out in this agreement.

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4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

5 COMMUNICATION

- 5.1 The Parties will maintain effective and efficient communication with each other through:
 - 5.1.1 MBIE providing a primary contact to act as liaison for the Governance Entity;
 - 5.1.2 the Governance Entity providing a primary contact for MBIE to act as a liaison person; and
 - 5.1.3 'kanohi ki te kanohi' engagement where agreed, or otherwise via email and related channels, on matters relevant to the Relationship Agreement.

6 ENGAGEMENT

- 6.1 The Parties will engage through the following mechanisms:
 - 6.1.1 where required and agreed to deliver the Work Plan referred to in clause 7;
 - 6.1.2 an annual relationship meeting between a senior representative of MBIE and a senior representative of the Governance Entity, as referred to in clause 8; and
 - 6.1.3 meetings, as agreed, at an operational level between MBIE officials and representatives of the Governance Entity as set out in clause 9.
- 6.2 When engaging the Parties will do so in good faith, with an open mind, and in accordance with the Relationship Principles in clause 3.

7 WORK PLAN

- 7.1 The Parties acknowledge the significance of each other's strategies and priorities as they relate to the Whakatōhea aspirations set out in clause 4 above.
- 7.2 The Parties will work together to develop a Work Plan that will contain specific steps the Parties agree to take consistent with these strategies and priorities and the Whakatōhea aspirations in clause 4 above.
- 7.3 Within 6 months of signing the Relationship Agreement, representatives of the Parties will commence working together to develop the Work Plan.
- 7.4 Within 12 months of signing the Relationship Agreement, the Parties will complete the Work Plan.
- 7.5 Without limitation the Work Plan will:
 - 7.5.1 share information about MBIE initiatives and work, to help the Governance Entity identify how these may impact on Whakatõhea;
 - 7.5.2 identify priorities for action and potential sources of funding of those priorities to improve absolute wellbeing for Whakatõhea whānau;
 - 7.5.3 identify indicators to measure success in achieving the objectives of the Work Plan; and

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4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

- 7.5.4 contain an agreed approach for the establishment and implementation of the Work Plan.
- 7.6 The Work Plan may be modified from time to time as agreed between the Parties.

8 ANNUAL RELATIONSHIP MEETING

- 8.1 Each year the Governance Entity and MBIE will hold an Annual Relationship Meeting (the Annual Meeting), at a venue to be agreed annually by the Parties as early as possible before the meeting date.
- 8.2 A senior representative nominated by the Chief Executive of MBIE will lead MBIE's representation at the Annual Meeting.
- 8.3 The purpose of the Annual Meeting is to:
 - 8.3.1 mandate, discuss or decide on matters relating to the Work Plan as required;
 - 8.3.2 report back on progress under the Work Plan; and
 - 8.3.3 address any concerns the Parties have about the relationship.
- 8.4 Before each Annual Meeeting, representatives of the Parties will agree on administrative arrangements for the meeting, including the agenda.
- 8.5 Each party will meet the costs and expenses of its representatives attending.
- 8.6 A relationship meeting between the Parties to discuss delivery of the first Annual Meeting will take place within three months of a written request sent by the Governance Entity;
- 8.7 If the Governance Entity considers that attendance by a Minister of the Crown at an Annual Meeting, or a response from a Minister to a specific issue, would be essential to progressing the Work Plan or resolving any particular issues, it will notify MBIE at least 20 working days prior to the Annual Meeting. MBIE will forward this request in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on the purpose and context. For the avoidance of doubt, it remains the Minister's decision whether or not to attend an Annual Meeting.
- 8.8 Where MBIE staff have specific responsibilities or expertise that are likely to assist progress at an Annual Meeting, MBIE will endeavour to ensure those staff members are able to attend the Annual Meeting. However there may be occasions where this is not practicable due to other commitments.
- 8.9 The Parties may agree not to hold the Annual Meeting in any year.

9 MEETINGS AS REQUIRED

- 9.1 The Parties commit to maintaining an ongoing dialogue through which the Parties:
 - 9.1.1 develop and monitor the implementation of the Work Plan;
 - 9.1.2 are kept aware of each other's interests; and

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4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

- 9.1.3 can explore further opportunities for collaboration as they arise.
- 9.2 This dialogue and collaboration may include meetings in person as agreed from time to time between the Parties.
- 9.3 MBIE will meet with the Governance Entity, should the Governance Entity so wish, within 12 months of the release of the Waitangi Tribunal's report on its District Inquiry into the Eastern Bay of Plenty (Wai 1750) to discuss any issues raised in the report that relate to MBIE's areas of responsibility.
- 9.4 If the Governance Entity wishes to meet with a Minister, MBIE will forward this request in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on the purpose and context of the proposed meeting.

10 INFORMATION SHARING

- 10.1 The Parties recognise the mutual benefit of information exchange.
- 10.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to clause 14.
- 10.3 MBIE will inform the Governance Entity in good faith as soon as practicable about any circumstances which may affect MBIE's ability to deliver on any agreed actions in the Work Plan.
- 10.4 The Governance Entity will inform MBIE in good faith as soon as practicable about any circumstances which may affect the Governance Entity's ability to deliver on any agreed actions in the Work Plan.

11 CONTACTS

- 11.1 The main MBIE contact at all times for the Relationship Agreement is Te Tumu Houkura the General Manager of Te Kupenga, the Māori Economic Development Unit.
- 11.2 The main contact person at the Governance Entity for all matters relating to the Relationship Agreement is the Chief Executive [or alternative to be advised].
- 11.3 The contact persons named in clauses 11.1 and 11.2 may change over time as MBIE and the Governance Entity, and their relationship, evolve.

12 LIMITATIONS

12.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.

13 SPECIAL CONDITIONS

13.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Official Information Act 1982 and the Privacy Act 2020 or their successors.

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4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

14 OFFICIAL INFORMATION

- 14.1 MBIE is subject to the requirements of the Official Information Act 1982 ("OIA").
- 14.2 MBIE may receive requests to disclose information that it holds relating to the Relationship Agreement or any steps taken under it (e.g. relationship meeting minutes) under the Official Information Act 1982.
- 14.3 MBIE will notify the Governance Entity and seek its views before releasing any such information.

15 DISPUTE RESOLUTION

15.1 If a dispute arises in relation to the Relationship Agreement that cannot be resolved by the contact persons at clauses 11.1 and 11.2 it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the Parties for final resolution.

16 REVIEW

16.1 The Parties may agree to review the operation of the Relationship Agreement from time to time.

17 AMENDMENT

17.1 The Parties may agree in writing to vary the provisions of the Relationship Agreement.

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SIGNED for and on behalf of the Ministry of Business, Innovation and Employment by the Chief Executive in the presence of:

Carolyn Tremain

Signature of Witness

Witness Name

Occupation

Address

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4.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

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SIGNED for and on behalf of the Trustees of [**Governance Entity**] by the Chair in the presence of:

[Name]

Signature of Witness

Witness Name

Occupation

Address

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RELATIONSHIP AGREEMENT BETWEEN WHAKATŌHEA AND THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION

Whakatōhea and the Ministry of Education enter into this relationship in the spirit of the whakaaro that where we go, we go together.

1 PURPOSE

- 1.1 This Relationship Agreement formalises the relationship between the trustees of the Whakatōhea post-settlement governance entity (the "Governance Entity") and the Ministry of Education (the "Ministry"), (together referred to as "the Parties"). It establishes a framework to enable the Parties to develop and maintain a positive and enduring working relationship that enables an ongoing dialogue aimed at:
 - (a) education opportunities that deliver better education outcomes for Whakatõhea as Whakatõhea; and
 - (b) exploring opportunities for collaboration when they arise.

2 WHAKATÕHEA STATEMENT

- (a) Whakatōhea has a goal to support whānau to reach their full potential.
- (b) Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
- (c) Whakatōhea wish to utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affects the wellbeing of Whakatōhea members and its community.
- (d) Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.
- (e) Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
- (f) Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities

3 RELATIONSHIP PRINCIPLES

- 3.1 The Parties are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the Parties to this Relationship Agreement. The relationship is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve, over time, the outcomes sought by both.
- 3.2 The Parties will facilitate partnerships between Whakatōhea and relevant organisations to ensure the development of robust policy, and leading to the successful completion of agreed work programme activities.

- 3.3 The Parties acknowledge the following principles that will guide the implementation of this Relationship Agreement:
 - (a) Kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - (b) Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā ropū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - (c) Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi: Ensuring early engagement on issues of recognised mutual interest;
 - (d) Kia whakamana i ngā mātāpono o Te Mana Raraunga me to Te Whakatohea whai pānga ki te mātauranga Māori me te raraunga: Take account of the principles of Māori Data Sovereignty and Whakatohea's rights and interests in mātauranga Māori and data.
 - (e) **Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi**: Acknowledging that the relationship is flexible and evolving
 - (f) Kia whakaute i te motuhaketanga o ngā ropū me o rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities
 - (g) Kia möhio, kia tūtohu ka whai hua ngā röpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement; and,
 - (h) **Ā**, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions
- 3.4 This Relationship Agreement is intended to further enhance the existing relationships between the Parties. Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.
- 3.5 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Ministry and of the Government of the day.
- 3.6 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of Whakatōhea.
- 3.7 In accordance with the principles listed at 3.3, the limitations expressed above at 3.5 and 3.6 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

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4 WHAKATOHEA'S ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 4.1 Whakatōhea's aspirations for its relationship with the Crown, are:
 - (a) To uphold the spirit of Te Tiriti o Waitangi/the Treaty of Waitangi;
 - (b) To recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - (c) To support and accelerate Whakatõhea's vision for prosperity and wealth; and
 - (d) To work together to realise benefits for the community.
- 4.2 This relationship acknowledges the Whakatōhea Transformation Framework or any successor strategies. The Whākatōhea Transformation Framework has the following four pillars:
 - (a) Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - (b) Kopura Regenerating Culture;
 - (c) Te Puta Tieke Intergenerational Development; and
 - (d) Te Umutaunoa a Tairongo Practising Hospitality.
- 4.3 The work programmes that arise from this agreement will contribute to realising some or all of Whakatōhea's current or future strategic objectives and support key components of the Whakatōhea Transformation Framework, namely
 - (a) Leadership Providing for inspirational leadership;
 - (b) Capacity Fostering competent and successful citizens
 - (c) Capability Building skills and proficiency
 - (d) Whānau Supporting whānau potential
 - (e) Community Engagement Valuing communication and shared relationships
 - (f) Collective Decision-making Recognising each other's strengths

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Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



5 COMMUNICATION AND ENGAGEMENT

- 5.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
 - (a) relationship meetings held in accordance with clause 6;
 - (b) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - (c) providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
 - (d) providing the Governance Entity with early notice of policy processes on issues of recognised mutual interest.
 - (e) providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise.
 - (f) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it; and

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(g) facilitating meetings with the Minister of Education as required.

6 RELATIONSHIP MEETINGS

- 6.1 The Parties agree that a [senior representative] of the Governance Entity and the Ministry will participate in an annual relationship meeting;
- 6.2 The Parties may agree or update a programme of work to advance their respective objectives.
- 6.3 Before each relationship meeting held in accordance with clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda.
- 6.4 Meetings will take place at the Governance Entity's office unless otherwise agreed. Each party will meet the costs and expenses of its representatives attending relationship meetings;
- 6.5 The first relationship meeting will take place within three months of a written request by the Governance Entity to the Ministry.
- 6.6 In any given year, the Parties may, by mutual agreement, decide not to hold the relationship meeting for that year.
- 6.7 Other meetings may be held from time to time between Ministry staff and the Governance Entity as mutually agreedany programme of work agreed under clause 6.2.
- 6.8 The Ministry and the Governance Entity agree to meet within 12 months of the release of the Waitangi Tribunal's report on the District Inquiry into the Eastern Bay of Plenty, to discuss the findings and recommendations.

7 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded by the Ministry within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to clause 10.

8 COLLABORATIVE AGENCY FRAMEWORK

- 8.1 The Collaborative Agency Framework is a round table of Crown agencies, the Governance Entity, and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea.
- 8.2 The Ministry will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of the Ministry and the Governance Entity to do so.

9 CONTACTS

- 9.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is [add title].
- 9.2 The contact person for the Governance Entity for all matters relating to this Relationship Agreement is [add title].

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9.3 The contact persons named in clauses 9.1 and 9.2 may change over time as the circumstances of the Ministry, Whakatōhea and their relationship change.

10 SPECIAL CONDITIONS

10.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

11 OFFICIAL INFORMATION

- 11.1 The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").
- 11.2 The Ministry and its responsible Minister(s) may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 11.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

12 PROBLEM RESOLUTION

- 12.1 If a problem arises in relation to this relationship agreement that cannot be resolved by the contact persons at clauses 9.1 and 9.2, it shall be escalated to their respective managers to resolve. In the case of the Ministry, the manager shall be the Deputy Secretary Māori Education.
- 12.2 If the managers of the parties are unable to resolve the problem or, in the case of the Ministry, the manager is a Deputy Secretary, then the matter shall be escalated to the Chief Executive of the Governance Entity and the Secretary for Education in the case of the Ministry.
- 12.3 If the Chief Executives of the Parties are unable to resolve the problem, the Parties may agree to escalate it to the Chair of the Governance Entity and the Minister of Education or their respective nominees.

13 REVIEW

13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

14 AMENDMENT

14.1 The Parties may agree in writing to vary the provisions of this Relationship Agreement.

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4.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

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SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Secretary for Education and Chief Executive of the Ministry in the presence of:

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of [the governance entity] by [NAME] in the presence of:

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Chairperson/Deputy Chairperson

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Signature of Witness

Witness Name

Occupation

Address

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RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT AND WHAKATŌHEA

1 BACKGROUND

- 1.1 The parties to this agreement recognise;
 - (a) The Treaty of Waitangi provides a foundation for the Whakatōhea/Crown relationship;
 - (b) Whakatōhea can speak with authority about their relationship with their ancestral resources;
 - (c) Whakatōhea have agreed to a settlement with the Crown for past grievances including the raupatu which adversely affected their connection to the whenua;
 - (d) The future focus of Whakatōhea is to actively contribute to the development of intergenerational solutions to resource management issues;
 - That nature (ecosystems, ecological processes, life cycles) has rights and is an important founding principle for building co-management agreements and relationship instruments;
 - (f) That nature has its own mana and a right to exist, persist, rest, recuperate, regenerate and build resilience; and
 - (g) That nature (and cultural landscapes) have energising, life-giving properties for human and other animal communities, which will affect the ways that landscapes are managed and cared for.

2 PURPOSE

- 2.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry for the Environment (the "**Ministry**") and the Te Whakatōhea post-settlement governance entity (the "**Governance Entity**") and establishes a framework to enable the parties to maintain a positive and enduring working relationship.
- 2.2 It is intended that this agreement realises Te Whakatōhea's guiding principles for its relationship with the Crown, namely:
 - (a) To uphold the spirit of the Treaty of Waitangi;
 - (b) To recognise and support Whakatohea's mana tangata, mana whenua, and mana moana;
 - (c) Recognise the special role of Whakatohea as kaitiaki within their rohe in the management and allocation of their natural resources
 - (d) To support and accelerate Whakatohea's vision for prosperity and wealth; and
 - (e) To work together to realise benefits for the community.

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- 2.3 This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - (a) Mihi Marino Reconciliation with the Crown;
 - (b) Kõpura Regenerating Culture;
 - (c) Te Puta Tieke Intergenerational Development; and
 - (d) Te Umutaunoa a Tairongo Practising Hospitality.

2.4 The work programmes that arise from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely

- (a) Leadership Providing for inspirational leadership;
- (b) Capacity Fostering competent and successful citizens
- (c) Capability Building skills and proficiency
- (d) Whānau Supporting whānau potential
- (e) Community Engagement Valuing communication and shared relationships
- (f) Collective Decision-making Recognising each other's strengths

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



2.5 The parties will discuss how resources are allocated to work programmes arising from this agreement

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3 RELATIONSHIP PRINCIPLES

- 3.1 In implementing the Relationship Agreement, the Secretary for the Environment (the "**Secretary**") and the Governance Entity agree to act consistently with the following relationship principles:
 - (a) Kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - (b) Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - (c) Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi; Ensuring early engagement on issues of recognised mutual interest;
 - (d) Kia whai mana ngā mātāpono o Te Mana Raraunga me to Te Whakatohea whai pānga ki te mātauranga Māori me te raraunga: Recognise and seek to uphold the principles of Māori Data Sovereignty and Whakatohea's rights and interests in Matauranga Māori and data';
 - (e) *Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:* Acknowledging that the relationship is flexible and evolving;
 - (f) Kia whakaute i te motuhaketanga o ngã rõpū me o rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
 - (g) Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement; and
 - (h) *Ā*, *kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:* Ensuring accountability for agreed decisions and actions.

4 SCOPE

- 4.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Te Whakatōhea Area of Interest as defined in the Te Whakatōhea Deed of Settlement.
- 4.2 The Relationship Agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.
- 4.3 The Relationship Agreement is not intended to be a substitute for Crown's consultation obligations under Natural Resource legislation but provides a framework for enhance the relationship with the Whakatōhea PSGE.

5 COMMUNICATION

- 5.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
 - (a) relationship meetings held in accordance with the section 6 of this agreement;
 - (b) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - (c) providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
 - (d) providing the Governance Entity with early notice of policy processes on issues of recognised mutual interest.
 - (e) providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise.
 - (f) informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it; and
 - (g) forwarding any requests to engage with the Minister in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on purpose and context of the proposed meeting.

6 RELATIONSHIP MEETINGS

- 6.1 The parties agree that senior representatives of the Governance Entity and the Ministry will participate in a biennial relationship meetings to establish and implement a shared work programme.
- 6.2 At the first relationship meeting the parties will discuss the establishment of a joint work programme and potential activities under that work programme. Initial activities for discussion are attached as a schedule to this agreement. The final work programme remains subject to the review and mutual agreement of both parties.
- 6.3 Before each meeting under clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 6.4 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:
 - (a) any legislative or policy developments of interest to Te Whakatōhea, including but not limited to reform of the Resource Management Act 1991 ("RMA"), freshwater issues, climate change, the Emissions Trading Scheme, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);
 - (b) policies for influencing the management of natural and physical resources within the Whakatohea rohe

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- (c) the impacts of public and private sector proposals within the Whakatohea rohe, particularly those that might not be covered by legislative or other environmental assessment requirement currently in force;
- (d) discussion on the management of the freshwater management planning processes; including allocation and local authority performance in the Te Whakatōhea Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA consistent with clause 7 below; and
- (e) any other matters of mutual interest.
- 6.5 Meetings will take place at the PSGE unless otherwise agreed. Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 6.6 The first relationship meeting will take place within 3 months of a written request by the Governance Entity.
- 6.7 The Ministry will meet with the Whakatōhea PSGE within 12 months of the release of the Waitangi Tribunal's Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any issues raised in the report specific to the Ministry's portfolio of work.
- 6.8 The parties may invite other agencies to participate in ongoing work programme discussions as appropriate.

7 CAPACITY BUILDING, FACILITATING NETWORKING OPPORTUNITIES AND TRAINING

- 7.1 The Ministry and the Governance Entity will seek opportunities to provide each other with training, networking opportunities and other capacity building activities in their respective areas of responsibility and expertise. Topics that capacity building, networking and training may cover include:
 - (a) legislation that is administered by the Ministry and areas of responsibility under those Acts; and
 - (b) the iwi and hapū of Whakatōhea values, practices and objectives.
- 7.2 The Ministry will provide advice and information to Governance Entity on the 'Making Good Decisions' Programme for training-environmental commissioners and how people endorsed by Governance Entity can complete the programme.
- 7.3 The Ministry and the Governance Entity will seek opportunities for secondments and internships between the parties, taking into account the interests and capacity of both parties

8 LOCAL GOVERNMENT PERFORMANCE

- 8.1 The Minister for the Environment (the "**Minister**") has the function of monitoring the effect and implementation of the RMA (refer section 24 of the RMA). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27 of the RMA).
- 8.2 The way in which these functions and powers are exercised varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister,

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surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.

- 8.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 8.4 Before each relationship meeting held under section 6, the Ministry will provide the Governance Entity with:
 - (a) the most recent published information from any such survey; and
 - (b) details of any current or completed state of the environment monitoring;

as it relates to the Te Whakatōhea Area of Interest, and subject to any constraints on information sharing, including under the Official Information Act 1982 ("**OIA**") and Privacy Act 2020.

8.5 The Ministry will also receive and consider any further information or comment that the Governance Entity would like to make on the effect and implementation of the RMA, including local government performance.

9 DISPUTE RESOLUTION PROCESS

- 9.1 If a dispute arises in connection with the relationship agreement, every effort will be made in good faith to resolve matters at the primary contact level within a reasonable timeframe to endeavour to find a resolution to the matter.
- 9.2 If this process is not successful, the matter may be escalated to a meeting between a member of the Ministry's Executive Leadership Team and a nominated representative(s) of the Governance Entity who will meet within a reasonable timeframe.

10 OFFICIAL INFORMATION

- 10.1 The Ministry is subject to the requirements of the OIA.
- 10.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).
- 10.3 The Ministry will notify Te Whakatōhea and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments Te Whakatōhea wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

11 AMENDMENT

11.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

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Schedules: Potential work programme activities for discussion at first relationship meeting

- (a) [support for the development of an lwi Coastal Environment Plan (for areas not included in the DOC CMS);
- (b) support for the establishment of Mana Whakahono a Rohe agreements with Bay of Plenty Regional Council and Opotiki District Council;
- (c) access to RMA training, including the Making Good Decisions programme;
- (d) access to research on Māori land use models and climate change resilience;
- (e) involvement in policy and programmes for Maori land development (balancing biodiversity values with land use change) and water quality and quantity within rohe catchments; and
- (f) support for Mātauranga Māori based Decision-Making in particular, the extension of the Takiwa GIS platform.]

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Relationship Agreement between the Ministry of Health, Bay of Plenty District Health Board and Whakatōhea

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TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

4.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND BAY OF PLENTY DISTRICT HEALTH BOARD

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The Parties

The parties to this Relationship Agreement (Agreement) are:

- The Whakatōhea post-settlement governance entity (PSGE)
- Ministry of Health (the Ministry)
- Bay of Plenty District Health Board (BOPDHB).

Introduction

- 1. Under the Deed of Settlement between the PSGE and the Crown, the parties have agreed to formalise a relationship between the Ministry of Health, the Bay of Plenty District Health Board, and the PSGE.
- 2. The parties have entered into this Agreement to work together to improve health outcomes for Whakatōhea iwi members.
- 3. The parties acknowledge that these common commitments are intended to support and promote a vision of trust in each other to deliver on an agreed joint work programme and to share a principled approach to an enduring relationship.
- 4. The purpose of this Agreement is to formalise an enduring relationship between the parties, ensuring:
 - a. an ongoing dialogue is maintained through which the parties are kept aware and informed of each other's interests
 - b. opportunities for collaboration are explored when they arise
 - c. agreed work plans are established that are mutually beneficial to each of the parties' goals.
- 5. At the time the Deed of Settlement is initialled, the Crown is undertaking health reforms to establish new entities, the Māori Health Authority and Heath New Zealand, which will be responsible for the functions that are undertaken by the Ministry and/or BOPDHB.
- 6. When the reforms go into effect, and in the event of future reforms, the relevant parties agree to:
 - a. engage in good faith with the new entities, and the Crown, about how the intent of the relevant provisions in this Agreement can be given effect in the new arrangements; and
 - b. as far as practicable, ensure that, in providing for the intent of the provisions, there will be the same or better relationship arrangements as those outlined in this Agreement.
- 7. Our health and disability system has underperformed for Māori for too long life expectancy is seven years less than for Pākehā and twice as many Māori deaths as Pākehā are potentially avoidable. These reforms are designed to give Māori rangatiratanga over hauora Māori and greater influence throughout the system. This is not only because it is central to Te Tiriti o Waitangi, but also to ensure everyone has the same access to good health outcomes.

Principles

8. The parties are seeking a relationship consistent with Te Tiriti o Waitangi and its principles. The principles of Te Tiriti o Waitangi provide the basis for the relationship between the parties. The relationship created by this Agreement is intended to assist the parties to exercise their respective responsibilities and co-operate to achieve the joint outcomes sought by all parties.

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- 9. Whakatōhea has adopted the following principles which the parties accept as guiding the implementation of this Agreement:
 - a. Kia mau kit e wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - b. Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of cooperation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi; Ensuring early engagement on issues of recognised mutual interest;
 - d. Kia whakamana i ngā mātāpono o Te Mana Raraunga me to Te Whakatohea whai pānga ki te mātauranga Māori me te raraunga: Give effect to the principles of Māori Data Sovereignty and Whakatohea's rights and interests in mātauranga Māori and data
 - e. Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi: Acknowledging that the relationship is flexible and evolving
 - f. Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities
 - g. Kia mõhio, kia tūtohu ka whai hua ngā rõpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement; and.,
 - h. Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions
- 10. The Ministry has adopted the Te Tiriti O Waitangi principles as recommended by the Waitangi Tribunal in the *Hauora* Report (2019) for the primary healthcare system; as applicable across the entire health and disability system:
 - a. The guarantee of **tino rangatiratanga**, which provides for Maori self-determination and mana motuhake in the design, delivery and monitoring of health and disability services
 - b. The principle of **equity**, which requires the Crown to commit to achieving equitable health outcomes for Maori
 - c. The principle of **active protection**, which requires the Crown to act, to the fullest extent practicable, to achieve equitable health outcomes for Māori. This includes ensuring that it, its agents and its Treaty partner are well informed on the extent, and nature of, both Māori health outcomes and efforts to achieve Māori health equity
 - d. The principle of **options**, which requires the Crown to provide for and properly resource kaupapa Māori primary health services. Furthermore, the Crown is obliged to ensure that *health and disability* services are provided in a culturally appropriate way that recognises and supports the expression of hauora Māori models of care
 - e. The principle of **partnership**, which requires the Crown and Māori to work in partnership in the governance, design, delivery and monitoring of *health and disability* services. Māori must be co-designers, with the Crown, of the primary health system for Māori.

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- 11. This Agreement is intended to further enhance the existing relationships between the parties. Nothing in this agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether they be affiliated with the PSGE.
- 12. The Ministry and BOPDHB may assist in the facilitation of relationships between Whakatōhea and other relevant national or local agencies, as required, to support the development of robust policy, leading to the successful completion of agreed work programme activities.
- 13. The commitments of the Ministry and BOPDHB under this Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Ministry, BOPDHB and of the government of the day.
- 14. The commitments of the PSGE under this Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.

Aspirations of Whakatohea

- 15. This agreement realises the guiding principles of Whakatōhea for its relationship with the Crown, namely:
 - a. To uphold the spirit of te Tiriti o Waitangi
 - b. To recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana
 - c. To support and accelerate Whakatōhea's vision for prosperity and wealth
 - d. To work together to realise benefits for the community.
- 16. The Ministry and BOPDHB acknowledge the Whakatōhea Transformation Framework as guiding the mahi of the PSGE and will work with Whakatōhea to meet their health aspirations in relation to the following four pillars:
 - a. Mihi Marino Reconciliation with Whakatōhea, the Crown, and society
 - b. Kopura Regenerating Culture
 - c. Te Puta Tieke Intergenerational Development
 - d. Te Umutaunoa a Tairongo Practising Hospitality.
- 17. The Whakatōhea Transformation Framework is attached as Appendix One.

Goals of Whakatohea

18. Whakatōhea goals are to:

- a. support whanau to reach their full potential
- b. progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe
- c. utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community
- d. focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe
- e. work with agencies that will create safer whānau, safer communities
- f. be innovative in its approach to finding solutions that create strong whānau, and strong communities.
- g. development of best practice, tools and resources to achieve health equity

h. a monitoring plan and process that details the things that will be monitored and how.

Communications and Engagement

- 19. The Parties will ensure timely and effective communications with each other on an ongoing basis. Primary contacts for the Parties for the mana ki te mana relationship will designate senior officials from the Ministry, BOPDHB and PSGE, to act as the liaison for the 'mahi ki te mahi' the relationship. The Parties acknowledge that while the preferred method of meeting is kanohi ki te kanohi, other ways of communicating (eg: email, phone, zoom, teleconferencing) may be used.
- 20. The Ministry and BOPDHB will ensure:
 - a. Whanaungatanga underpins all communications and engagement
 - b. they provide Whakatōhea with the best information available to make decisions
 - c. they engage with Whakatohea in good faith to progress the work programme.
- 21. The Ministry and BOPDHB acknowledge the Collaborative Agency Framework round table of Crown agencies, Whakatōhea (PSGE) and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea. The parties are supportive of the Collaborative Agency approach to improve outcomes for whānau and vulnerable people living in the rohe, in line with the Framework and as set out in this Agreement.

Relationship meetings

- 22. The parties agree that the Chair of the PSGE, the Deputy Director-General Māori Health, and the Chair of BOPDHB will participate in an annual mana ki te mana relationship meeting.
- 23. At this meeting, the parties will consider whether additional mahi ki te mahi meetings involving senior managers of the Ministry, BOPDHB and the PSGE (as designated by the parties respective primary contacts) are required on particular issues. This could include matters arising from the agreed work programme, or other priorities as they arise
- 24. Whakatōhea may choose to continue to maintain membership of Te Rūnanga Hauora Māori o Hauora ā Toi as the regular forum for the Mana ki te Mana relationship with the BOPDHB.
- 25. Should Whakatōhea wish to engage with the Minister and/or the Associate Minister of Health, the Ministry will forward this request in a prompt manner to the Ministers' offices, and the parties will work together to provide supporting documentation to ensure the Ministers have sufficient information on purpose and context of the requested meeting.
- 26. The parties will meet with the Whakatōhea PSGE within 12 months of the release of the Waitangi Tribunals Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any specific health issues raised in the report.

Information Sharing

- 27. The Ministry, BOPDHB and the PSGE recognise the mutual benefit of mutual information exchange.
- 28. The Ministry, BOPDHB and the PSGE will endeavours to share information in relation to, but not limited to, entities that are funded within the Whakatōhea area of interest and statistics

OR

and other data of relevance to Whakatõhea. Any information that is shared is subject to any applicable law, including the Privacy Act 1993.

Primary Contacts

29. The primary contact persons as named below will designate senior officials from their respective entities to conduct the mahi ki te mahi relationship and maintain communication between the parties.

The primary contact persons for each of the parties are:

- a. Whakatōhea PSGE: Chair, or his/her delegate.
- b. Ministry of Health: John Whaanga, Deputy Director-General Māori Health or his delegate
- c. Bay of Plenty District Health Board: Sharon Shea, Interim Chair or her delegate

Joint Work Programme

- 30. As a result of the annual mana ki te mana relationship meeting and as part of other mahi ki te mahi relationship meetings the parties shall develop a joint work programme.
- 31. The work programme may include, amongst other things:
 - a. health needs assessment for Whakatohea
 - b. health strategy development or alignment
 - c. initiatives in Te Toi Ahorangi 2030: Te Rautaki o Toi Ora 2030 strategy of BOPDHB's Te Rūnanga Hauora Māori o Te Moana a Toi
 - d. initiatives in Whakamaua: The Māori Health Action Plan 2020-2025
 - e. development and delivery of services, models of care and supports and sourcing investment for these
 - f. Māori data sovereignty and governance
 - g. monitoring and evaluation activities including agreeing measures
 - h. influencing health system reforms in the Whakatōhea rohe

Problem Resolution

32. If a problem arises in relation to this relationship agreement that cannot be resolved between the mahi ki te mahi designated officials group it shall be escalated to Chair of the PSGE, the Deputy Director-General Māori Health, and the Chair of BOPDHB for final resolution.

Review

- 33. This Agreement will be reviewed by the parties from time to time as agreed by the parties.
- 34. This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Agreement remain relevant and continue to capture the purpose of the Agreement.

Changes to Health Policy and Legislation Affecting this Relationship Agreement

32. In addition to the specific commitments in this Agreement, the Ministry and BOPDHB will consult, wherever practicable, with the PSGE on legislative and policy development or review

which potentially affects Whakatōhea and provide for opportunities for the PSGE to contribute to such developments. This includes ensuring the PSGE:

- a. is notified in a timely fashion of any planned consultation by the Ministry or the BOPDHB, whether public, Māori health specific or as required by this Agreement, which relates to proposed health policy or legislative changes affecting this Agreement;
- b. is provided with relevant and timely information to enable Whakatōhea participation in the consultation process; and
- c. is given reasonable opportunity to participate in the consultation process and guide the outcomes as they relate to Whakatōhea
- 33. The Ministry and BOPDHB will follow principles of consultation and engagement with Whakatōhea as set out in this Agreement, as outlined in Te Arawhiti's public sector guidance for Engagement with Māori and in keeping with the good faith nature of this Relationship. This includes:
 - a. timely notification and provision of relevant information to the PSGE;
 - b. allowing sufficient time for the PSGE to participate in the process and make submissions to guide and support decision-making that may affect Whakatōhea;
 - c. engaging in the consultation with an open mind and giving genuine consideration to PSGE submissions; and
 - d. reporting back the outcomes of the process to the PSGE in a timely and appropriate manner.

Amendment

34. The parties may agree in writing to vary the provisions of this relationship agreement.

SIGNED for and on behalf of [the Ministry of Health] in the presence of:

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of [the Bay of Plenty District Health Board] in the presence of:

WITNESS

Name:

TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

4.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND BAY OF PLENTY DISTRICT HEALTH BOARD

Address:

Appendix One: Whakatõhea Transformation Framework

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TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

4.7: JUSTICE SECTOR RELATONSHIP AGREEMENT

RELATIONSHIP AGREEMENT

BETWEEN

WHAKATÕHEA (PSGE)

AND

THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, DEPARTMENT OF CORRECTIONS – ARA POUTAMA AOTEAROA

1 PURPOSE

- 1.1 This relationship agreement (the "Agreement") formalises the relationship between the Ministry of Justice, New Zealand Police, Department of Corrections Ara Poutama Aotearoa (referred to as "Combined Justice Sector Agencies") and [PSGE name], the Whakatōhea Post Settlement Governance Entity ("PSGE") (referred to collectively as the "Parties"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that:
 - 1.1.1 an ongoing dialogue is maintained through which the parties are kept aware of each other's interests;
 - 1.1.2 opportunities for collaboration are explored when they arise, including partnership projects and strategic partnerships to enhance the wellbeing of Whakatōhea and positively influence change within the criminal justice system; and
 - 1.1.3 pre-existing activities by individual justice sector agencies and Whakatōhea will continue to progress alongside this agreement and will not be affected by this agreement unless the parties agree for those activities.

2 BACKGROUND

- 2.1 Under the Deed of Settlement, dated [] between the [PSGE] and the Crown, the parties have agreed to formalise a relationship between the Combined Justice Sector Agencies and the [Whakatōhea PSGE].
- 2.2 The parties have entered into this Agreement to give effect to Te Tiriti o Waitangi.
- 2.3 The parties acknowledge that these common commitments are intended to support and promote a vision of trust in each other to deliver on what has been agreed and to share a principled approach to an enduring relationship.
- 2.4 The parties wish to record in this Agreement their common commitment relating to improved outcomes for Whakatōhea members and the wider community.

3 WHAKATÕHEA ASPIRATION FOR RELATIONSHIP WITH COMBINED JUSTICE SECTOR AGENCIES

- 3.1 It is intended that this agreement realises Whakatohea's guiding principles for its relationship with the Crown, namely:
 - 3.1.1 to uphold the Treaty of Waitangi;
 - 3.1.2 to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - 3.1.3 to support and accelerate Whakatohea's vision for prosperity and wealth; and
 - 3.1.4 to work together to realise benefits for the community.
- 3.2 This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - 3.2.1 Mihi Marino reconciliation with Whakatohea, the Crown, and society;
 - 3.2.2 Kopura regenerating Culture;
 - 3.2.3 Te Puta Tieke intergenerational Development; and
 - 3.2.4 Te Umutaunoa a Tairongo practising Hospitality.
- 3.3 Any work programmes that arise from these pillars and from this Agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:
 - 3.3.1 Leadership providing for inspirational leadership;
 - 3.3.2 Capacity fostering competent and successful citizens;
 - 3.3.3 Capability building skills and proficiency;
 - 3.3.4 Whānau supporting whānau potential;
 - 3.3.5 Community Engagement valuing communication and shared relationships; and
 - 3.3.6 Collective Decision-making recognising each other's strengths.

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Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



4 WHAKATŌHEA GOALS

- 4.1 Whakatōhea has a goal to support whānau to reach their full potential.
- 4.2 Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
- 4.3 Whakatōhea wish to utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community.
- 4.4 Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.
- 4.5 Whakatohea wants to work with agencies that will create safer whanau, safer communities.
- 4.6 Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities.

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5 THE COMBINED ROLE AND ASPIRATION OF JUSTICE SECTOR AGENCIES

- 5.1 Combined Justice Sector Agencies are committed to improving system performance and strengthening Māori-Crown relationships.
- 5.2 This Agreement provides the Combined Justice Sector Agencies with an avenue towards meeting their commitments while also supporting Whakatōhea to specifically progress the hauoratanga, or social well-being, of Whakatōhea whānau and to make communities within the Ōpotiki rohe safer and stronger.
- 5.3 This Agreement will not be predeterminded or limited by geographical or administrative boundries. It will be guided by the extension of the Whakatōhea whakapapa and the needs of their whānau and rohe. This may include, where permissions have been obtained, the sharing of learnings from similar activities with Whakatōhea.

6 RELATIONSHIP PRINCIPLES

- 6.1 The Parties agree to progress and sustain a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles. The Parties will:
 - 6.1.1 *kia whakaute i te motuhaketanga o ngā rõpū me ō rātou mana ake, whakahaere, haepapa hoki* recognising each other's capability, authority and role in this relationship, and their individual source of mana or authority;
 - 6.1.2 kia whakamana te kõrero a ia rõpū afforded equal influence in discussions;
 - 6.1.3 kia ū ki Te Tiriti o Waitangi give effect to the Te Tiriti o Waitangi;
 - 6.1.4 *kia ngākaupono tētahi ki tētahi* acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;
 - 6.1.5 *kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi* - ensuring early engagement on issues of known mutual interest;
 - 6.1.6 kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga – work toward giving effect to the principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;
 - 6.1.7 *kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi* acknowledging that the relationship is evolving, not prescribed; and
 - 6.1.8 ā, kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rõpū
 Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together.
- 6.2 This Agreement is intended to futher enhance the existing relationships between the Combined Justice Sector Agencies and Whakatōhea.
- 6.3 Where both Parties mutually agree, other iwi, hapū and Crown agencies or representative groups may be invited to support the objectives of this relationship.

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7 ENGAGEMENT AND COMMUNICATION

- 7.1 The Parties will maintain effective and efficient communication with each other on a continuing basis through:
 - 7.1.1 'kanohi ki te kanohi' meetings will be the preferred method of engagement;
 - 7.1.2 where other arrangements are not in place, all official communication, including requests to initiate meetings or new work programmes, should be directed to the primary contact/s as specified in clause 10;
 - 7.1.3 where possible, engagement between the parties will be arranged so that the representatives of each party will engage with people at a similar level, e.g. mana to mana or kaimahi to kaimahi; and
 - 7.1.4 each of the Combined Justice Sector Agencies informing relevant staff at the national and regional level of the contents of this relationship agreement and their responsibilities and roles under it.
- 7.2 The Combined Justice Sector Agencies will meet with the [Whakatōhea PSGE] within 12 months of the release of the Waitangi Tribunals Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any specific health issues raised in the report.
- 7.3 Annual relationship meetings will only take place upon written request sent by [Whakatōhea PSGE] or the Combined Justice Sector Agencies. In regards to the Annual relationship meetings, all Parties will agree to:
 - 7.3.1 the venue and meeting date;
 - 7.3.2 the level of representation required to progress the agenda;
 - 7.3.3 the development of the meeting agenda; and
 - 7.3.4 meet their own costs and expenses of its representatives attending.
- 7.4 The purpose of the annual relationship meeting is to:
 - 7.4.1 mandate, discuss or decide on such matters of interest to both Parties;
 - 7.4.2 report back on monitoring, evaluation and implementation of initiatives or programmes or agreed joint work; and
 - 7.4.3 address any concerns the Parties have about the relationship.
- 7.5 The Parties may agree not to hold the annual relationship meeting in any year.
- 7.6 Where muturally beneficial, the [Whakatōhea (PSGE)] will invite the Combined Justice Sector Agencies to participate in the Collaborative Agency Framework, made up of a round table of Crown agencies, the [Whakatōhea (PSGE)] and other local interest groups and organisations including other iwi entities who work collaboratively on matters of common interest within the rohe of Whakatōhea.
- 7.7 The Parties will commit to maintaining additional meetings at the relevant level in order to progress the relationship and any agreed joint work to advance the purpose as outlined in clause 1.

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8 WORK PLAN

- 8.1 The Parties acknowledge each other's strategies and priorities. This includes all sector and agency level strategies related to the Combined Justice Sector Agencies.
- 8.2 The Parties agree they will work together to support each others strategies and priorities through a jointly developed work plan (the "**Plan**").
- 8.3 At the request of Whakatōhea, representatives of the Parties will meet and co-develop the Plan.
- 8.4 The development phase of the Plan and the Plan itself may consider:
 - 8.4.1 identifying shared goals and priorities;
 - 8.4.2 developing shared policies that benefit the community;
 - 8.4.3 providing advice and guidance of the judicial court systems and processes;
 - 8.4.4 sharing information which is of mutual benefit;
 - 8.4.5 establishing shared practical solutions that create alternative intervention systems;
 - 8.4.6 building on the current resource base to maximise opportunities;
 - 8.4.7 establishing shared prevention & intervention programs within the local community; and
 - 8.4.8 creating opportunities for increased learning and capacity building.
- 8.5 The Plan may be modified from time to time as agreed between the Parties.

9 INFORMATION SHARING

- 9.1 The Parties recognise the mutual benefit of information exchange.
- 9.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to clause 13.

10 CONTACTS

- 10.1 The contact person for the Ministry of Justice for all matters relating to this Relationship Agreement is [TBC Incoming DCE Māori].
- 10.2 The contact person for the New Zealand Police for all matters relating to this Relationship Agreement is [TBC DC Māori, Pacific & Ethnic Services].
- 10.3 The contact person for the Department of Corrections Ara Poutama Aotearoa for all matters relating to this Relationship Agreement is [TBC DCE Māori].
- 10.4 The contact person for all matters relating to this Relationship Agreement is the [Chief Executive of PSGE].

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10.5 The contact persons named in clauses 10.1, 10.2, 10.3 and 10.4 may change over time as the Combined Justice Sector Agencies, [Whakatōhea PSGE] and their relationships evolve.

11 LIMITATIONS

- 11.1 Nothing in this Relationship Agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Whakatōhea.
- 11.2 The Combined Justice Sector Agencies under this Relationship Agreement will make best endeavours to give effect to this Agreement, while recognising the agencies have finite capability and resources.
- 11.3 The commitments of Whakatōhea under this Relationship Agreement are limited to the extent that they are within its capability, resources and priorities.
- 11.4 In accordance with the relationship principles listed at 6, the limitations expressed above at 11.2 and 11.3 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

12 SPECIAL CONDITIONS

12.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

13 OFFICIAL INFORMATION

- 13.1 The Combined Justice Sector Agencies is subject to the requirements of the Official Information Act 1982 ("OIA").
- 13.2 The Combined Justice Sector Agencies and the Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 13.3 The Combined Justice Sector Agencies will notify Whakatõhea and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, the feedback or views of Whakatõhea must be provided to the Combined Justice Sector Agencies in a timely fashion, so that the Combined Justice Sector Agencies can appropriately take into account the feedback views of Whakatõhea within the statutory timeframes for responding to the relevant request for information.

14 PROBLEM RESOLUTION

14.1 Any issues or concerns arising out of this Agreement shall be resolved through tikanga based kanohi ki te kanohi discussion with one of the identified contacts (clause 10) in the first instance. If issues escalate, the parties commit to a process that respects the Principles of this Agreement.

15 REVIEW

15.1 The Parties may agree to review the terms of this Relationship Agreement from time to time.

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16 AMENDMENT

- 16.1 Any variation to this Relationship Agreement will be made in writing and signed by the representatives of each of The Parties.
- 16.2 The Parties may agree in writing to vary the terms of this Relationship Agreement.

SIGNED for and on behalf of the MINISTRY OF JUSTICE in the presence of:	
Signature of Witness	Name
Witness Name	
Occupation	
Address	
SIGNED for and on behalf of the)
NEW ZEALAND POLICE in the presence of:	
Signature of Witness	Name
Witness Name	
Witness Name Occupation	

TE	MĀKEOTANGA -	DEED	OF	SET	TLEMENT	
	DOC	UMEN	TS			

4.7: JUSTICE SECTOR F	RELATIONSHIP AGREEMENT
SIGNED for and on behalf of the DEPARTMENT OF CORRECTIONS - ARA POUTAMA AOTEAROA in the presence of:	}
Signature of Witness	Name
Witness Name	
Occupation	
Address	
SIGNED by for and on behalf of the trustees of [XXXXXXX] by the chair, in the presence of:)))
Signature of Witness	Name
Witness Name	
Occupation	-
Address	-

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Relationship Agreement between the Ministry of Social Development and Whakatōhea (PSGE)

"Mā te tokomaha, ka kā te ahi"

Together we will keep the fires burning

Date:

The Parties

The parties to this Relationship Agreement (Agreement) are:

- [], the Whakatõhea Post Settlement Governance Entity (Governance Entity)
- Ministry of Social Development (the Ministry)

The Crown parties to this Agreement will be referred to as the "The Ministry". The Whakatōhea Post Settlement Governance Entity will be known as the "Governance Entity".

Introducton

- 1. Under the Deed of Settlement, dated [] between the Governance Entity and the Crown, the parties have agreed to formalise a relationship between the Ministry of Social Development and the Governance Entity.
- 2. The parties have entered into this Agreement to operationalise the principles of Te Tiriti o Waitangi/Treaty of Waitangi.
- 3. The parties acknowledge that these common commitments are intended to support and promote a vision of trust in each other to deliver on what has been agreed and to share a principled approach to an enduring relationship.
- 4. The parties wish to record in this Agreement their common commitment relating to improved outcomes for Whakatōhea members and the wider community.

Purpose

- 5. The purpose of this Agreement is to affirm the commitment of the Crown and the Governance Entity to enter into a new era of collaboration.
- 6. This Agreement formalises the relationship and establishes frameworks that will enable the parties to develop and maintain positive and enduring working relationships by ensuring that:
 - (a) an ongoing dialogue is maintained through which the parties are kept aware and informed of each other's interests;
 - (b) opportunities for collaboration are explored when they arise;

- (c) agreed work plans are established that are mutually beneficial to each other's organisational goals;
- (d) we focus on improving outcomes for Whakatohea members.
- 7. The parties are seeking an enduring relationship, which facilitates development and revitalisation of Crown Māori Relationships.

Principles

- 8. The Agreement between the Ministry of Social Development and the Governance Entity will operate under the following principles:
 - (a) Kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - (b) Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi; Ensuring early engagement on issues of recognised mutual interest;
 - (d) Kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga: Take account of the principles of Maori Data Sovereignty¹ and Whakatōhea's rights and interest in matauranga Māori and data;
 - (e) Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi: Acknowledging that the relationship is flexible and evolving;
 - (f) Kia whakaute i te motuhaketanga o ngā rõpū me õ rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
 - (g) Kia mõhio, kia tūtohu ka whai hua ngā rõpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement; and;
 - (h) Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions.
- 9. This Agreement is intended to further enhance the existing relationships between the Ministry and the Governance Entity.
- 10. The commitments of the Ministry under this Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Ministry and the government of the day.

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¹ Established by Te Mana Raraunga in October 2018

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- 11. The commitments of the Governance Entity under this Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.
- 12. In accordance with the principles listed at clause 8, the limitations above at 10 and 11 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

Whakatohea Aspirations for the Relationship with the Ministry

- 13. It is intended that this agreement realises Whakatōhea's guiding principles for its relationship with the Crown, namely:
 - (a) to uphold the spirit of the Treaty of Waitangi;
 - (b) to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - (c) to support and accelerate Whakatohea's vision for prosperity and wealth; and
 - (d) to work together to realise benefits for the community.
- 14. This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - (a) Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - (b) Kopura Regenerating Culture;
 - (c) Te Puta Tieke Intergenerational Development; and
 - (d) Te Umutaunoa a Tairongo Practising Hospitality.
- 15. The work programmes that arise from these pillars and from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:
 - (a) Leadership Providing for inspirational leadership
 - (b) Capacity Fostering competent and successful citizens
 - (c) Capability Building skills and proficiency
 - (d) Whānau Supporting whānau potential
 - (e) Community Engagement Valuing communication and shared relationships
 - (f) Collective Decision-making Recognising each other's strengths.

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Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



Whakatōhea Goals

- 16. Whakatōhea has a goal to support whānau to reach their full potential.
- 17. Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
- 18. Whakatōhea wish to utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community.
- 19. Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.
- 20. Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
- 21. Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities

Work Plan

- 22. As a result of the biannual relationship meeting held in accordance with clause 35 and as part of other relationship meetings held in accordance with clause 31, the parties shall develop a work plan.
- 23. The Ministry, represented by its Regional Commissioner and support, will meet with Whakatōhea biannual and go over the Ministry's Service Delivery work programme and any new policies or processes that may be of interest to Whakatōhea
- 24. Whakatōhea will meet with Ministry staff, both in their region and at National Office to explore how data and information can be shared and analysed effectively and explore the co-design initiatives for shared outcome priorities.
- 25. The work plan may include projects and topics such as the following:
 - (a) developing shared policies that benefit the community
 - (b) sharing information which is of mutual benefit
 - (c) establishing shared practical solutions that create alternative intervention systems
 - (d) building on the current resource base to maximise opportunities
 - (e) establishing shared prevention & intervention programs within the local community
 - (f) creating opportunities for increased learning and capacity building

The role of the Ministry

- 26. Manaaki tangata, manaaki whānau: the mission of the Ministry is to help New Zealanders to be safe, strong and independent.
- 27. The Ministry is seeking to achieve the following outcomes for New Zealanders:
 - (a) New Zealanders get the support they require;
 - (b) New Zealanders are resilient and live in inclusive and supportive communities;
 - (c) New Zealanders participate positively in society and reach their potential.
- 28. The Ministry helps New Zealanders by fulfilling a broad range of responsibilities and functions, including:
 - (a) Providing employment, income support and superannuation services;
 - (b) Allocating funding to community service providers;
 - (c) Providing student allowances and loans;
 - (d) Providing public housing assistance and services;
 - (e) Being the primary provider of social policy and advice to government;
 - (f) Monitoring three Crown entities and providing advice to the responsible Minister;

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- (g) Ensuring the legislation we administer is effective and fit-for-purpose;
- (h) Working with other agencies and the wider social sector to support Government priorities and improve the wellbeing of all New Zealanders.
- 29. The Ministry's relationship with Whakatōhea acknowledges the importance and benefit of working together to achieve its mission for the people of Whakatōhea and for all New Zealanders.
- 30. The Ministry's relationship with Whakatōhea is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through the Whakatōhea rohe (i.e. geographic area of interest).

Collaborative Agency Framework

- 31. The Collaborative Agency Framework is a round table of Crown agencies, the Governance Entity and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea.
- 32. The Ministry will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of the Ministry, and the Governance Entity to do so.
- 33. The Governance Entity is supportive of a Collaborative Agency approach inclusive of Crown agencies to improve outcomes for whānau and vulnerable people living in the rohe by:
 - Acknowledging the imperatives for a successful effective relationship as identified by Whakatōhea are embodied in Kaupapa Māori Frameworks and built on mutual trust, respect, reciprocity and whanāungatanga;
 - (b) Working together to co-design common outcome agreements;
 - (c) Building Whakatōhea capability and capacity to invigorate Whakatōhea wellbeing by actively working together to set 5 year work programmes;
 - (d) Sharing a collective approach to measuring outcomes of programmes;
 - (e) Enhancing Whakatōhea's ability to work collaboratively across multiple government agencies and lwi, based on a common understanding and approach.

Communication

- 34. The Ministry will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
 - (a) relationship meetings held to advance clauses 5 7;
 - (b) information sharing in accordance with clause 40 45;
 - (c) maintaining information on the Governance Entity office holders, and their addresses and contact details;
 - (d) providing a primary contact at the Ministry for the Governance Entity who will act as liaison persons with other staff of the Ministry staff;

- (e) providing opportunities for the Governance Entity to meet with relevant staff of the Ministry to discuss and (if possible) resolve any issues that may arise; and
- (f) informing relevant staff of the Ministry of the contents of this relationship agreement and their responsibilities and roles under it.

Relationship meetings

- 35. The parties agree that a (senior representative) of the Governance Entity and the Ministry will participate in biannual relationship meetings;
- 36. The Ministry's representative will be the Regional Commissioner for Social Development. However, if they are unable to attend, they will send an appropriate senior member of their leadership team who is delegated to make decisions upon their behalf.
- 37. Before each relationship meeting held in accordance with clause 35, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda;
 - (a) Each party will meet the costs and expenses of its representatives attending relationship meetings;
 - (b) The first relationship meeting will take place within three months of a written request by the Governance Entity;
 - (a) Parties may, over certain periods of time, mutually agree not to hold relationship meetings; and
 - (c) Other meetings may be held from time to time between staff of the Ministry and the Governance Entity as mutually agreed. Such matters may include:
 - (i) Co-authoring investment plans
 - (ii) Co-design of operational and monitoring processes;
 - (iii) Monitoring systems and infrastructure
 - (iv) Whānau Ora; and
 - (v) Iwi engagement plans
- 38. The Ministry will meet with the Governance Entity within 12 months of the Waitangi Tribunal releasing the report on the WAI 1750 District Inquiry in the Eastern Bay of Plenty. The purpose of this meeting will be to discuss any contemporary issues that are raised in the WAI 1750 report that relate to the Ministry's portfolio.
- 39. Should the Governance Entity wish to engage with the Minister, the Ministry will forward this request in a prompt manner to the Minister's office, having first worked with the Governance Entity to develop supporting documentation to ensure the Minister's office has sufficient information on the purpose and context of the proposed meeting.

Information Sharing

40. The Ministry and the Governance Entity recognise the mutual benefit of mutual information exchange.

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- 41. Subject to applicable privacy laws and other legal restrictions, the Ministry and the Governance Entity will use their best endeavours to share information in relation to, but not limited to:
 - (a) information related to services funded by the Ministry within the Whakatōhea area of interest, and
 - (b) data about people who are clients of the Ministry who either identify as Whakatōhea or who reside in the Whakatōhea area of interest.
- 42. Any information that is shared is subject to clause 50.
- 43. The Ministry is committed to sharing meaningful and relevant details of its on-going Work Plan for the purpose of informing the Governance Entity of the Ministry's current activities and for seeking out further opportunities to partner for shared outcomes.
- 44. The Ministry is committed to providing up-to-date information about changes to our Work Plan in a transparent and timely manner.
- 45. The Ministry is committed to providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this relationship agreement. Types of information that the Ministry may share with Whakatōhea include the following:
 - Information related to services funded by the Ministry within the Whakatohea area of interest
 - (b) Data about people who are clients of the Ministry who either identify as Whakatōhea or who reside in the Whakatōhea area of interest
 - (c) Employment and labour market intelligence (including any potential opportunities for joint initiatives)
 - (d) Data on key outcomes in the rohe of Whakatōhea.

Contacts

- 46. The contact persons for each of the Ministry for all matters relating to this relationship agreement is
 - (a) Mike Bryant, Regional Commissioner, Bay of Plenty Region
 - (b) Manaia King, General Manager, Māori Partnerships and Programmes
- 47. The contact persons for the Governance Entity for all matters relating to this Agreement shall be (add title).
- 48. The contact persons named in clauses 46 and 47 may change from time to time and the Ministry and the Governance Entity agree to update each other as and when this occurs.

Special Conditions

49. The provisions in this relationship agreement are to be read subject to any Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

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Official Information

- 50. The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").
- 51. The Ministry and their Ministers may be required in accordance with the OIA to disclose information that they hold relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 52. The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

Problem Resolution

- 53. If a problem arises in relation to this relationship agreement that cannot be resolved by the contact persons at clause 46 and 47 it shall be escalated to their respective managers to resolve. If the manager concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.
- 54. Any party that makes a request for a meeting will give one month's notice to the other party.
- 55. Where the problem has not been resolved within a reasonable period of time through a meeting under paragraph 54, then either party may require the dispute to be referred to mediation as follows:
 - (a) The party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
 - (b) The parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in paragraph 55 (a) a mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
 - (i) familiar with tikanga based dispute resolution; and
 - (ii) independent of the dispute.
 - (iii) The mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.
- 56. Where a mediator is appointed through the process described in paragraph 55, the costs of the mediation will be met jointly by the parties.

Review

- 57. This Agreement will be reviewed by the parties from time to time as agreed by the parties.
- 58. This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Agreement remain relevant and continue to capture the purpose of the Agreement.

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TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

4.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

59. The parties will negotiate any amendments to provisions at a meeting of the parties referred to in paragraph 57 and may sign a new Agreement which will take effect upon signing.

Amendment

60. The parties may agree in writing to vary the provisions of this relationship agreement.

SIGNED for and on behalf of the Ministry of Social Development in the presence of:))
Signature of Witness	
Witness Name	
Occupation	
Address	
SIGNED for and on behalf of the Governance Entity in the presence of:)))
Signature of Witness	
Witness Name	
Occupation	
Address	

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4.9 RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

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4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN



Relationship Agreement between

Oranga Tamariki — Ministry for Children

and Whakatōhea Post Settlement Governance Entity

der

TE MĀKEOTANGA – DEED OF SETTLEMENT DOCUMENTS

4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

"Mā te tokomaha, ka kā te ahi"

Together we will keep the fires burning

Date:

The Parties

The parties to this Relationship Agreement (Agreement) are:

- [], the Whakatõhea Post Settlement Governance Entity (Governance Entity)
- Oranga Tamariki Ministry for Children (Oranga Tamariki)

The Crown parties to this Agreement will be referred to as the "Oranga Tamariki". The Whakatōhea Post Settlement Governance Entity will be known as [].

Introduction

- 1. Under the Deed of Settlement, dated [] between the Governance Entity and the Crown, the parties have agreed to formalise a relationship between Oranga Tamariki Ministry for Children and the Governance Entity.
- 2. The parties have entered into this Agreement to operationalise the principles of Te Tiriti o Waitangi/Treaty of Waitangi.
- 3. The parties acknowledge that these common commitments are intended to support and promote a vision of trust in each other to deliver on what has been agreed and to share a principled approach to an enduring relationship.
- 4. The parties wish to record in this Agreement their common commitment relating to improved outcomes for Whakatōhea members and the wider community.

Purpose

- 5. The purpose of this Agreement is to affirm the commitment of the Crown and the Governance Entity to enter into a new era of collaboration.
- 6. This Agreement formalises the relationship and establishes frameworks that will enable the parties to develop and maintain positive and enduring working relationships by ensuring that:
 - a. an ongoing dialogue is maintained through which the parties are kept aware and informed of each other's interests;
 - b. opportunities for collaboration are explored when they arise.

4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

- c. agreed work plans are established that are mutually beneficial to each other's organisational goals.
- 7. The parties are seeking an enduring relationship, which facilitates development and revitalisation of Māori-Crown Relationships.

Principles

- 8. The Agreement between Oranga Tamariki and the Governance Entity will operate under the following principles:
 - a) Kia mau ki te wairua o Te Tiriti o Waitangi: Uphold the spirit of the Treaty of Waitangi;
 - b) Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā ropū: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - c) Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi; Ensuring early engagement on issues of recognised mutual interest;
 - d) Kia whakamana i ngā mātāpono o Te Mana Raraunga me to Te Whakatohea whai pānga ki te mātauranga Māori me te raraunga: Give effect to the principles of Māori Data Sovereignty and Whakatohea's rights and interests in mātauranga Māori and data
 - e) Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi: Acknowledging that the relationship is flexible and evolving
 - f) Kia whakaute i te motuhaketanga o ngā ropū me o rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities
 - g) Kia monoto, kia tutohu ka whai hua ngā ropu i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatu, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement; and,
 - h) **Ā**, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions
- 9. This Agreement is intended to further enhance the existing relationships between Oranga Tamariki and the Governance Entity.
- 10. The commitments of Oranga Tamariki under this Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of Oranga Tamariki and the government of the day.
- 11. The commitments of the Governance Entity under this Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.

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4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

12. In accordance with the principles listed at clause 8, the limitations above at 10 and 11 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

Whakatohea Aspirations for the Relationship with Oranga Tamariki

- 13. It is intended that this agreement realises Whakatōhea's guiding principles for its relationship with the Crown, namely:
 - a. to uphold the spirit of the Treaty of Waitangi;
 - b. to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - c. to support and accelerate Whakatöhea's vision for prosperity and wealth; and
 - d. to work together to realise benefits for the community.
- 14. This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - a. Mihi Marino Reconciliation with Whakatohea, the Crown, and society;
 - b. Kopura Regenerating Culture;
 - c. Te Puta Tieke Intergenerational Development; and
 - d. Te Umutaunoa a Tairongo Practising Hospitality.
- 15. The work programmes that arise from these pillars and from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:
 - a. Leadership Providing for inspirational leadership;
 - b. Capacity Fostering competent and successful citizens
 - c. Capability Building skills and proficiency
 - d. Whānau Supporting whānau potential
 - e. Community Engagement Valuing communication and shared relationships
 - f. Collective Decision-making Recognising each other's strengths

4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

Figure: Whakatohea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



Whakatōhea Goals

- 16. Whakatōhea has a goal to support whānau to reach their full potential.
- 17. Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
- Whakatōhea wish to utilise existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community.
- 19. Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.
- 20. Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
- 21. Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities.

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4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

Work Plan

- 22. As a result of the quarterly relationship meeting held in accordance with clause 31 and as part of other relationship meetings held in accordance with clause 33, the parties shall develop a work plan.
- 23. The work plan may include projects and topics such as the following;
 - a. developing shared policies that benefit the community,
 - b. sharing information which is of mutual benefit,
 - c. establishing shared practical solutions that create alternative intervention systems,
 - d. building on the current resource base to maximise opportunities,
 - e. establishing shared prevention & intervention programs within the local community,
 - f. creating opportunities for increased learning and capacity building.

The role of Oranga Tamariki

- 24. Oranga Tamariki is dedicated to supporting any child in New Zealand whose wellbeing is at significant risk of harm, now and into the future;
- 25. Oranga Tamariki also works with young people who may have offended, or are likely to offend;
- 26. Oranga Tamariki supports children, family and whānau to restore their mana, their sense of self, their important connections and relationship, their right to heal and recover, and reach their potential.

Collaborative Agency Framework

- 27. Where it is mutually beneficial to do so, the Governance Entity and Crown agencies will establish and maintain a Collaborative Agency Framework, a round table of Crown agencies, the Governance Entity and other agencies (including iwi and Māori agencies) who work collaboratively on matters of common interest within the rohe of Whakatōhea.
- 28. Oranga Tamariki will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of Oranga Tamariki, and the Governance Entity to do so.
- 29. The Governance Entity and Oranga Tamariki are supportive of a Collaborative Agency approach to improve outcomes for whānau and vulnerable people living in the rohe by:
 - a. Acknowledging the imperatives for a successful effective relationship as identified by Whakatōhea are embodied in Kaupapa Māori Frameworks and built on mutual trust, respect, reciprocity and whanaungatanga,
 - b. Working together to co-design common outcome agreements,
 - c. Building Whakatōhea capability and capacity to invigorate Whakatōhea wellbeing by actively working together to set 5 year work programmes,
 - d. Sharing a collective approach to measuring outcomes of programmes,

4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

e. Enhancing Whakatōhea's ability to work collaboratively across multiple government, iwi and Māori agencies, based on a common understanding and approach.

Communication

- 30. The parties will maintain effective and efficient communication on a continuing basis through:
 - a. relationship meetings held to advance clauses 6;
 - b. information sharing in accordance with clause 35;
 - c. ensuring the Parties hold up to date information on relevant office holders and staff, and their contact details;
 - d. providing a primary contact who will act as liaison persons with other staff;
 - e. facilitating opportunities for the Parties to meet with relevant staff to discuss and (if possible) resolve any issues that may arise; and
 - f. informing relevant staff of the contents of this relationship agreement and their responsibilities and roles under it.
- 31. The parties will also meet within 12 months of the release of the Waitangi Tribunal's Report on the District Inquiry in the Eastern Bay of Plenty, to discuss any relevant issues raised in the report.

Relationship meetings

- 32. The parties agree that a (senior representative) of the Governance Entity and the Oranga Tamariki regional manager for the Eastern Bay of Plenty will participate in quarterly relationship meetings;
- 33. Before each relationship meeting held in accordance with clause 31, representatives of the Governance Entity and Oranga Tamariki will agree administrative arrangements for the meeting including the agenda;
 - a. Each party will meet the costs and expenses of its representatives attending relationship meetings;
 - b. The first relationship meeting will take place within three months of a written request by the Governance Entity;
 - c. Parties may, over certain periods of time, mutually agree not to hold relationship meetings; and
 - d. Other meetings may be held from time to time between staff of Oranga Tamariki and the Governance Entity as mutually agreed. Such matters may include:
 - i. Matters relating to care and protection arrangements,
 - ii. Co-authoring investment plans,
 - iii. Co-design of operational and monitoring processes,

4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

- iv. Monitoring systems and infrastructure,
 - v. Whānau Ora / Te Tihi,
 - vi. Iwi engagement plans, and
 - vii. The Eastern Bay of Plenty Alliance.
- 34. In the first instance this agreement will be implemented through regular relationship meetings between senior representatives. Where necessary:
 - a. The parties will facilitate a special meeting between the Chief Executives of the parties as necessary.
 - b. Oranga Tamariki will assist the Governance Entity with any request to the Minister of Children for a special meeting as necessary.

Information Sharing

- 35. Oranga Tamariki and the Governance Entity recognise the mutual benefit of mutual information exchange.
- 36. Oranga Tamariki and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities that are funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea. Any information that is shared is subject to clause 40.

Contacts

- 37. The contact persons for Oranga Tamariki for all matters relating to this relationship agreement is (add title)
- 38. The contact persons for the Governance Entity for all matters relating to this Agreement shall be (add title).
- 39. The contact persons named in clauses 36 and 37 may change from time to time and Oranga Tamariki and the Governance Entity agree to update each other as and when this occurs.

Special Conditions

40. The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020.

Official Information

- 41. Oranga Tamariki is subject to the requirements of the Official Information Act 1982 ("**OIA**").
- 42. Oranga Tamariki and their Ministers may be required in accordance with the OIA to disclose information that they hold relating to this Relationship Agreement (e.g. relationship meeting minutes).

4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

43. Oranga Tamariki will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to Oranga Tamariki in a timely fashion, so that Oranga Tamariki is able to meet the statutory timeframes for responding to the relevant request for information.

Problem Resolution

- 44. If a problem arises in relation to this relationship agreement that cannot be resolved by the contact person at clause 36 it shall be escalated to their respective managers to resolve. If the manager concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.
- 45. Any party that makes a request for a meeting will give one month's notice to the other party.
- 46. Where the problem has not been resolved within a reasonable period of time through a meeting under clause 44, then either party may require the dispute to be referred to mediation as follows:
 - a. The party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
 - b. The parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in clause 44 a mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
 - i. familiar with tikanga based dispute resolution; and
 - ii. independent of the dispute.
 - iii. The mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.
- 47. Where a mediator is appointed through the process described in clause 45, the costs of the mediation will be met jointly by the parties.

Review

- 48. This Agreement will be reviewed by the parties from time to time as agreed by the parties.
- 49. This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Agreement remain relevant and continue to capture the purpose of the Agreement.
- 50. The parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 31 and may sign a new Agreement which will take effect upon signing.

Amendment

51. The parties may agree in writing to vary the provisions of this relationship agreement.

4.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI - MINISTRY FOR CHILDREN

SIGNED for and on behalf of [Oranga Tamariki] in the presence of:

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of the Governance Entity in the presence of:

WITNESS

Name:

Occupation:

Address:

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4.10: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

STATISTICS NZ RELATIONSHIP AGREEMENT

Agreed by

Statistics NZ

And

the Whakatōhea PSGE through the Whakatōhea Deed of Settlement

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1. PURPOSE

- 1.1. This **Agreement** formalises the relationship between Statistics NZ and the [Whakatōhea PSGE] (together referred to as "**the Parties**").
- 1.2. The purpose of this agreement is to:
 - (a) realise the potential of *data* to make a sustainable positive difference to hapū and whānau of Whakatōhea;
 - (b) establish a set of *relationship principles* to guide the Parties to develop and maintain a positive and enduring working relationship;
 - (c) provide a *framework* for engagement and collaboration between the Parties to help them to achieve their respective aspirations for Whakatōhea.

2. WHAKATÕHEA TRANSFORMATION FRAMEWORK

- 2.1. Whakatōhea have entered into this Agreement with the intent that it will help them realise their aspirations for a relationship between Whakatōhea with the Crown, namely:
 - (a) To uphold the Treaty of Waitangi;
 - (b) To recognise and support the mana tangata, mana whenua, and mana moana of Whakatohea;
 - (c) To support and accelerate the vision of Whakatōhea for prosperity and wealth; and
 - (d) To work together to realise benefits for the community.
- 2.2. The relationship of Whakatōhea with the Crown will be guided by the Whakatōhea Transformation Framework, which has the following four pillars:
 - (a) Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - (b) Kopura Regenerating Culture;
 - (c) Te Puta Tieke Intergenerational Development;
 - (d) Te Umutaunoa a Tairongo Practising Hospitality;
- 2.3. The intent of Whakatōhea is that the work programmes that arise from this agreement will contribute to realising Whakatōhea's strategic objectives and support key components of the Whakatōhea Transformation Framework, namely:
 - (a) Leadership Providing for inspirational leadership;
 - (b) Capacity Fostering competent and successful citizens;
 - (c) Capability Building skills and proficiency;
 - (d) Whānau Supporting whānau potential;
 - (e) Community Engagement Valuing communication and shared relationships;

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(f) Collective Decision-making – Recognising each other's strengths.

Figure: Whakatohea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



3. THE ROLE OF STATISTICS NZ

- 3.1. Statistics NZ's vision is to unleash the power of data to change lives, and the organisation's purpose is to empower decisions by adding value to New Zealand's most important data.
- 3.2. Statistics NZ brings expertise in data leadership and governance, design, methodology, collection, build, analysis and insights, storage and dissemination of data and statistics.
- 3.3. Statistics NZ has important statutory roles, functions and duties, including its mandate as the leader and steward of New Zealand's official statistics system.
- 3.4. Statistics NZ is committed to working across the public sector data system to improve access to data and increase opportunities for iwi, hapū, whānau and representative Māori organisations2 to engage and have input into decisions on future system and data design.

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² The Mana Ōrite Relationship agreement between Statistics NZ and the Data Iwi Leaders Group of the National Iwi Chairs Forum.

- 3.5. Statistics NZ strategic objectives are:
 - (a) Growing customer confidence through relevance and reliability
 - (b) Expanding customer use of existing data through improved accessibility
 - (c) Enabling sound decision-making through providing relevant, reliable, and accessible data that reflects Māori communities
 - (d) Leading an effective government data system through partnerships and strong relationships

4. RELATIONSHIP PRINCIPLES

- 4.1. Whakatōhea and Statistics NZ acknowledge the following principles will guide the implementation of this Agreement:
 - (a) Kia mau ki Te Tiriti o Waitangi: Uphold the Treaty of Waitangi.
 - (b) **Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū**: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together.
 - (c) Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi: Ensuring early engagement on issues of recognised mutual interest.
 - (d) Kia whakamana i ngā mātāpono o te mana raraunga me to Te Whakatohea whai pānga ki te mātauranga Māori me te raraunga: Give effect to the principles of Māori Data Sovereignty and Whakatohea's rights and interests in mātauranga Māori and data.
 - (e) Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi: Acknowledging that the relationship is flexible and evolving.
 - (f) Kia whakaute i te motuhaketanga o ngā ropū me o rātou mana ake, whakahaere, haepapa hoki: Respecting the independence of the parties and their individual mandates, roles and responsibilities.
 - (g) Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or lwi in work programmes by mutual agreement.
 - (h) **Ā**, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia: Ensuring accountability for agreed decisions and actions.

5. DEVELOP A JOINT WORK PROGRAMME

- 5.1. Statistics NZ and Whakatohea will work together to co-design a joint work programme.
- 5.2. In accordance with section 6 of this Agreement, Statistics NZ and Whakatōhea will meet annually to develop and/or review their joint work programme and update or adjust it as mutually agreed.

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- 5.3. Through working together and leveraging their respective strengths, Whakatōhea and Statistics NZ aim to achieve a relationship that will enable Statistics NZ and Whakatōhea to explore data and data capability needs that are of value to both of them and other iwi/Māori in the short, medium and long-term future.
- 5.4. Key areas that the work programme may address include Statistics NZ and Whakatōhea working together in:
 - (a) Meeting infrastructure needs
 - (b) Increasing capacity and capability
 - (c) ensuring Whakatohea participation in data access and specific data sets
 - supporting for Statistics NZ programmes including, but not limited to the 2023 Census
 - 5.5. The work programme will be developed taking into account the capacity of both Statistics NZ and Whakatōhea at the time to ensure it is achievable for both parties.

6. COMMUNICATION

- 6.1. Parties will maintain effective and efficient communication with each other on a continuing basis through:
 - (a) 'Kanohi ki te kanohi' engagement when possible
 - (b) Relationship meetings or conference calls to advance clause 5
 - (c) An Annual Relationship Meeting or similar where, amongst other things, the work programme for the previous year is reviewed and the work programme for the coming year is agreed. The parties may mutually agree not to hold an Annual Relationship Meeting
 - (d) Meetings or calls between Whakatōhea and Statistics NZ representatives to advance joint work programmes will empower 'mana ki te mana' relationships, with the parties' representatives being at an equal level within their respective organisations
 - (e) The first relationship meeting within three months of a written request by Whakatōhea
 - (f) Statistics NZ providing a primary contact for Whakatōhea who will act as a liaison person with other Statistics NZ staff
 - (g) Whakatōhea providing a primary contact for Statistics NZ who will act as a liaison person with other Whakatōhea PSGE staff
 - (h) Statistics NZ informing relevant staff of the contents of this relationship agreement and their responsibilities and roles under it
 - (i) Statistics NZ meeting with the Whakatōhea PSGE within 12 months of the release of the report on Waitangi Tribunal's District Inquiry into the Eastern Bay of Plenty

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7. ENGAGEMENT

- 7.1. Statistics NZ will seek to engage with Whakatōhea in good faith where a policy or programme, within Statistics NZ's responsibilities, will directly impact on an area of interest for Whakatōhea or Statistics NZ's ability to collaborate as agreed with Whakatōhea.
- 7.2. When communicating with Whakatohea, Statistics NZ will:
 - (a) ensure that Whakatōhea is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the engagement
 - (b) provide Whakatōhea with sufficient information and time to make informed comments and/or submissions on any matters that are subject to the engagement
 - (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that Whakatohea may have in relation to any of the matters that are subject to the engagement
 - (d) report back to Whakatohea on any decision that is made

8. INFORMATION SHARING

- 8.1. The Parties recognise the mutual benefit of information exchange.
- 8.2. Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Whakatōhea area of interest and statistics and other data of relevance to Whakatōhea.

9. CONTACTS

- 9.1. The contact person for Statistics NZ for all matters relating to this Relationship Agreement is the Pouwhakahaere Senior Manager, Te Tohu Rautaki Angitū, Data System Strategy and Capability, Statistics NZ, Tatauranga Aotearoa.
- 9.2. The contact person for all matters relating to this Relationship Agreement is the [Whakatōhea appointed representative].
- 9.3. The contact persons named in clauses 9.1 and 9.2 may change over time.

10 SPECIAL CONDITIONS

10.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

11 OFFICIAL INFORMATION

- 11.1 Statistics NZ is subject to the requirements of the Official Information Act 1982 ("OIA").
- 11.2 Statistics NZ and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement.
- 11.3 Statistics NZ will notify Whakatōhea and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Whakatōhea wishes to make must be provided to Statistics NZ in a timely fashion, so that Statistics NZ

is able to meet the statutory timeframes for responding to the relevant request for information.

12 PROBLEM RESOLUTION

12.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact persons, it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives or equivalent of the parties for final resolution.

13 REVIEW AND AMENDMENT

13.1 The Parties may agree in writing to review, vary or terminate the provisions of this Relationship Agreement.

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SIGNED by the	
Chief Executive of Statistics NZ	
in the presence of:	

Name

Signature of Witness

Witness Name

Occupation

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4.10: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND

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SIGNED by for and on behalf of the Whakatōhea PSGE by the chair in the presence of:

Name

Signature of Witness

Witness Name

Occupation

Address

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