

TE HIKU O TE IKA
and
HER MAJESTY THE QUEEN

Te Hiku o Te Ika Iwi - Crown
SOCIAL DEVELOPMENT AND WELLBEING ACCORD

5 February 2013

The TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD is signed on 5 February 2013, between:

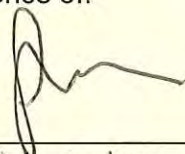
THE IWI OF TE HIKU O TE IKA

SIGNED for and on behalf of Ngāti Kuri by the trustees of Te Manawa o Ngāti Kuri Trust






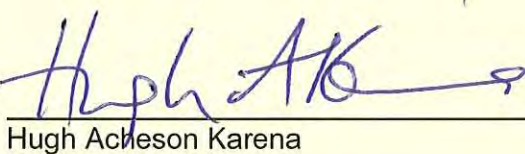
in the presence of:

WITNESS 


Name: Sheridan Waitai
Occupation: Advisor
Address: 6 Hinai street
Wā Tikipunga
Whangarei

SIGNED for and on behalf of Te Aupōuri by the trustees of Te Rūnanga Nui o Te Aupōuri Trust:






in the presence of:

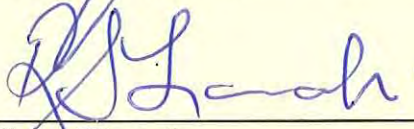
WITNESS 

Name: Jennifer Braithwaite
Occupation: Solicitor
Address: Auckland

SIGNED for and on behalf of Ngāi Takoto by the trustees of Te Rūnanga o Ngāi Takoto:




Rangitane Marsden



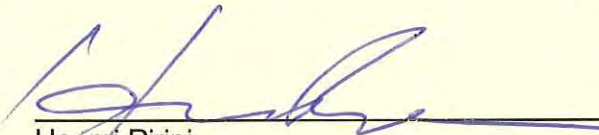
Robert Tamati

in the presence of:


WITNESS 

Name: Fran Hokianga.
Occupation: Administrator
Address: PO Box 262, Kaitiāia 0410

SIGNED for and on behalf of Te Rarawa by the trustees of Te Rūnanga o Te Rarawa:




Haami Piripi



Malcolm Peri

in the presence of:

WITNESS 

Name: Ossia Peri
Occupation: Kaumatua
Address: Kaitiāia

and

HER MAJESTY THE QUEEN

SIGNED for and on behalf of her Majesty the Queen by the Prime Minister, the Minister of Social Development and the Minister of Māori Affairs.



Rt Hon John Key
Prime Minister



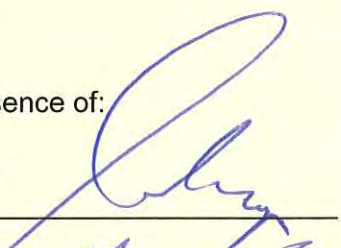
Hon Paula Bennett
Minister of Social Development



Hon Dr Pita Sharples
Minister of Māori Affairs

in the presence of:

WITNESS



Name: Murray Edridge
Occupation: Deputy Chief Executive
Address: Ministry of Social Development
Wellington

THE PARTIES

Te Hiku o Te Ika Iwi

1. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri; and
 - b. Te Aupōuri; and
 - c. Ngāi Takoto; and
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
2. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
3. Although Ngāti Kahu is not a party to this Accord, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Accord, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
4. Ngāti Kahu may become a party to this Accord at any time by giving written notice to the parties.

The Crown

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

PURPOSE

6. The purpose of the Accord is to provide a means for the Crown and Te Hiku o Te Ika Iwi to work together to improve the social wellbeing of the people of Te Hiku o Te Ika. The Accord sets out the structures and relationships that will guide the parties in their collaboration to improve the social circumstances of Te Hiku o Te Ika Iwi, hapū and whānau, and the wider community.
7. The parties will work together to realise the Purpose and the Shared Outcomes as set out in Clause 22 below (and as modified or changed by the parties from time to time), and as further defined in applicable portfolio agreements.
8. The Crown recognises that tailored measures may be required from time to time in the rohe of Te Hiku o Te Ika in order to improve the social circumstances of Te Hiku o Te Ika Iwi, hapū and whānau, and the wider community. The Crown will take steps to, within available resources, achieve progressively the full realisation of the social, economic and cultural objectives envisaged by the Accord, for the betterment of Te Hiku o Te Ika Iwi.
9. The Accord provides for regular meetings of the parties and includes a series of portfolio agreements, which provide for Te Hiku o Te Ika Iwi input into Government priority setting, decision-making, and monitoring and evaluation related to Government investment in

social development and wellbeing, including in the education, labour, housing, internal affairs, justice, economic development and Māori Affairs sectors.

10. In the event of any agency in this Accord either ceasing to exist or to hold its current portfolio responsibilities then the parties will transfer the obligations and commitments under this Accord to the agency most able to discharge the responsibilities and accept the obligations of the Accord. Ministerial endorsement or where necessary, direction, will be sought to ensure such a transfer.

CONTEXT

11. The Crown has entered into this Social Development and Wellbeing Accord (the Accord) as part of the settlement of the historical Treaty of Waitangi claims of the following iwi:

- Ngāti Kuri
- Te Aupōuri
- Ngāi Takoto
- Te Rarawa

(together with the Crown the parties)

12. The historical context for this Accord stems from the Crown's failure to ensure that Te Hiku o Te Ika iwi were left with sufficient land and resources for their ongoing maintenance and support. This failure was compounded by a lack of economic development and social services which iwi were led to expect from early land transactions with the Crown.
13. In the nineteenth century, Crown purchasing of Te Hiku o Te Ika iwi lands, and the sale of further land following the Native Land Court processes, alienated iwi from a large portion of their traditional lands and resources. By 1865, nearly half of the land in Te Hiku o Te Ika was no longer in iwi ownership. There were few benefits from these land sales because settlement did not occur on most of the lands in Crown ownership. There was little development of infrastructure and few social services.
14. In the twentieth century, the iwi were excluded from effective control of much of their remaining lands for long periods of time when it came under the control and supervision of the Tokerau Maori Land Board and other Crown agencies. Decisions about land use and occupation were made by officials. By 1908, less than 20 percent of the district remained in Māori ownership and today just eight percent of Te Hiku o Te Ika land is in Māori ownership.
15. This land loss limited meaningful participation by iwi in the social and economic development within their rohe. Over time iwi found that even a subsistence lifestyle was not possible for most of their members. Loss of land and autonomy together with economic marginalization had devastating effects on the social, economic, cultural, physical and spiritual wellbeing of the iwi that continue to be felt today.¹ Te Hiku o Te Ika Iwi have lacked opportunities for economic and social development and some have endured extreme poverty and poor health.

¹ The census data classifies Te Hiku o Te Ika as an area of social deprivation and the members of Te Hiku o Te Ika Iwi are over represented in criminal justice statistics.

16. The Accord now sets out the way in which the parties will improve their relationship based on the Te Tiriti o Waitangi / Treaty of Waitangi and its principles by working together in a new way to design processes and contribute to the social development and wellbeing of the whānau, hapū and iwi of Te Hiku o Te Ika. Each of the iwi who are party to the Accord are also committed to working together collaboratively for the benefit of their people whilst recognising that each iwi retains its own mana motuhake.

SCOPE OF ACCORD

17. The Accord will apply to all those matters as agreed in this document and the attached portfolio agreements, memoranda of understanding or similar agreements between Te Hiku o Te Ika Iwi and Ministers of the Crown, or their delegates and/or Chief Executives of Crown agencies.

SHARED RELATIONSHIP PRINCIPLES

18. The parties have entered into the Accord in good faith based on their respective commitments to each other.

19. The parties are committed to establishing, maintaining and strengthening positive, co-operative and enduring relationships, and agree to:

- a. give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi;
- b. respect the autonomy of the parties and their individual mandates, roles and responsibilities;
- c. actively work together using shared knowledge and expertise to achieve the purpose and vision;
- d. co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;
- e. engage early on issues of known interest to either of the parties;
- f. enable and support the use of te reo and tikanga Māori; and
- g. acknowledge that the parties' relationship is evolving.

20. The parties will endeavour to work together to resolve any issues that may arise in the application of these principles.

SHARED VISION

21. The shared vision of the parties is:

The communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.

Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku o Te Ika i te oranga tonutanga, kia rānea.

SHARED SOCIAL DEVELOPMENT AND WELL BEING OUTCOMES

22. The parties to this Accord are committed to achieving the following shared social development and wellbeing outcomes (the Shared Outcomes) through this Accord:

- OUTCOME 1: **Secure Standard of Living:** The members of Te Hiku o Te Ika Iwi have a secure standard of living comparable to the New Zealand population as a whole.
- OUTCOME 2: **Educated and Skilled:** The members of Te Hiku o Te Ika Iwi are well educated and skilled people who contribute positively to society and their own wellbeing.
- OUTCOME 3: **Culturally Strong:** The members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.
- OUTCOME 4: **Healthy:** The members of Te Hiku o Te Ika Iwi are addressing their health needs in a holistic way, and are accessing health services that are appropriate to their needs and culture.
- OUTCOME 5: **Well Housed:** The members of Te Hiku o Te Ika Iwi are living in healthy and secure environments that are appropriate to their needs and culture.
- OUTCOME 6: **Economically Secure and Sustainable:** The members of Te Hiku o Te Ika Iwi are engaging in a diverse, progressive and sustainable economy.
- OUTCOME 7: **Respected and Safe:** The members of Te Hiku o Te Ika Iwi are living in a safe and just society where there is respect for civil and democratic rights and obligations.

23. The parties may decide to prioritise certain Shared Outcomes within specific time periods by mutual agreement in writing. The parties may also decide to modify or replace these Shared Outcomes by mutual agreement in writing.

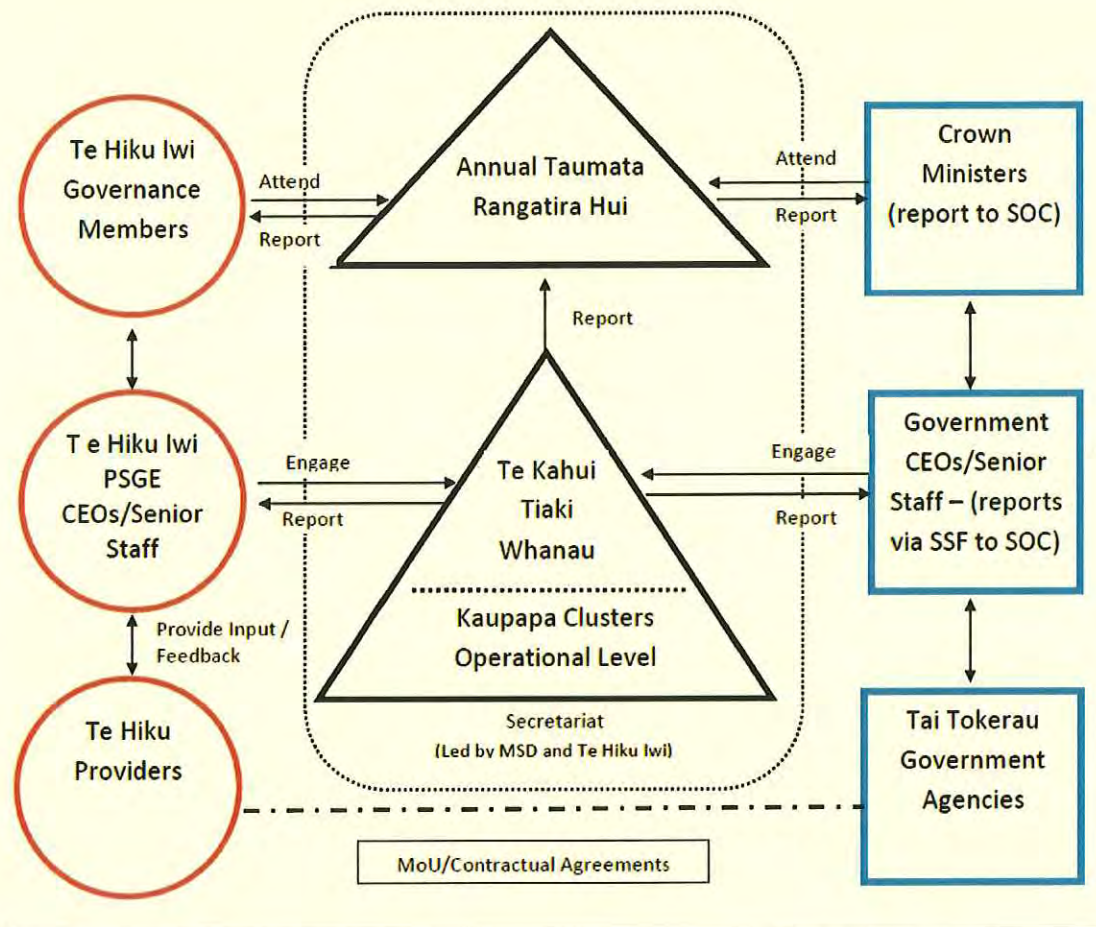
MECHANISMS

24. The parties will implement this Accord through the following mechanisms:

- a. An annual Te Hiku o Te Ika - Crown Taumata Rangatira Hui, as set out at clauses **26-33**.
- b. Regular Crown - Te Hiku o Te Ika Iwi operational level engagement through Te Kāhui Tiaki Whānau Hui (and related Kaupapa Cluster meetings) and the evaluation and planning process to assess progress and design and implement strategies to achieve the Shared Outcomes, as per clauses **34-38** and **39-52**; and
- c. Specific portfolio agreements as set out in Annex A. Portfolio agreements with government departments are part of, and subject to, the terms of the Accord.

25. A diagram outlining the relationships between Te Hiku o Te Ika Iwi and the Crown through the Taumata Rangatira Hui and Te Kāhui Tiaki Whānau Hui is set out below (Figure 1).

Figure 1: Relationships Created between Te Hiku o Te Ika Iwi and the Crown



ANNUAL TAUMATA RANGATIRA HUI

26. The parties to this Accord will hold an annual Taumata Rangatira Hui.

27. At the annual Taumata Rangatira Hui, the parties will:

- a. review the results of the evaluations carried out in accordance with clauses **39-52**; and
- b. confirm the priority areas for iwi and the Crown to work together to achieve the Shared Outcomes or any Priority Outcomes;
- c. confirm the strategy for Crown advocacy of the priority areas in 27(b) above to the Chair of the Cabinet Social Policy Committee (SOC); and
- d. where Ministerial direction is necessary adopt, modify or reject the recommendations made by Te Kāhui Tiaki Whānau regarding:
 - (i) the means by which the parties will work together to achieve the Shared Outcomes or any Priority Outcomes; and
 - (ii) the Indicators used to measure the progress towards achievement of the Shared Outcomes; and

- (iii) the adequacy and relevance of the Shared Outcomes and their associated Indicators, and agree on modifications or changes as necessary;
- e. discuss any other matters relating to the Accord as agreed between the parties.
- 28. The parties will confirm the hui date, agenda and location of the hui, at least two months prior to each Taumata Rangatira Hui.
- 29. The parties will be represented at the Taumata Rangatira Hui by:
 - a. Ministers of the Crown or appropriate delegates (as agreed with the Te Hiku o Te Ika Iwi), whose portfolios align to the agreed agenda; and
 - b. Governance representatives of Te Hiku o Te Ika Iwi.
- 30. Senior government officials and Te Hiku o Te Ika Iwi kaimahi will attend as necessary in support of their Ministers or governance representatives of Te Hiku o Te Ika Iwi.
- 31. A Minister of the Crown and the Chair of one of the Te Hiku o Te Ika Iwi governance entities will co-chair the Taumata Rangatira Hui. The iwi co-chair will be determined by the iwi representatives.
- 32. The Co-Chairs of the Taumata Rangatira Hui, supported by the Secretariat, will report to the Te Hiku o Te Ika Iwi and the Social Sector Forum (SSF) following each Taumata Rangatira Hui, and otherwise as required.
- 33. In the event that the Taumata Rangatira Hui are held in Wellington, the Crown will bear the reasonable travel and accommodation costs for one representative of each Te Hiku o Te Ika Iwi attending the hui. The Crown will bear the reasonable venue and catering costs for the hui.

TE KĀHUI TIAKI WHĀNAU - OPERATIONAL LEVEL ENGAGEMENT

- 34. The Crown and Te Hiku o Te Ika Iwi will work together at an operational level to:
 - a. assess progress being made towards the Shared Outcomes or any Priority Outcomes;
 - b. identify social development and wellbeing issues for Te Hiku o Te Ika Iwi and any Priority Outcomes;
 - c. design and implement appropriate strategies to target Te Hiku o Te Ika Iwi social development and wellbeing issues and achieve the Shared Outcomes or any Priority Outcomes;
 - d. where necessary, make recommendations for the consideration at the annual Taumata Rangatira Hui regarding:
 - (i) the means by which the parties will work together to achieve the Shared Outcomes or any Priority Outcomes;
 - (ii) the indicators used to measure the progress towards achievement of the Shared Outcomes; and
 - (iii) the adequacy and relevance of the Shared Outcomes and their associated Indicators, as well as any modifications or changes that may be necessary;

- e. confirm the strategy for Crown advocacy of matters in **34(a)-(d)** above to the Chair of the SSF.
35. The Crown and Te Hiku o Te Ika iwi will engage with each other at an operational level through the following mechanisms:
- a. two Te Kāhui Tiaki Whānau Hui per annum between senior representatives of government departments with portfolio agreements and/or involved in the SSF and senior representatives of Te Hiku o Te Ika Iwi as part of the evaluation and planning process set out in clauses **39-52**;
 - b. Kaupapa Cluster meetings between senior representatives from relevant government departments and senior representatives of Te Hiku o Te Ika Iwi as required to progress the Shared Outcomes or any Priority Outcomes (e.g. early childhood education) or address emerging issues (e.g. sudden closure of a major employer). Kaupapa Clusters will be established and maintained as provided in clauses **47-50**; and
 - c. the Secretariat co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika Iwi appointed member and comprising members from the Ministry of Social Development, Te Puni Kōkiri, Te Hiku o Te Ika Iwi and all the agencies that have signed portfolio agreements. The Secretariat will operate as provided in clauses **56-61**.
36. Te Kāhui Tiaki Whānau Hui will be co-chaired by an iwi representative and a senior representative of the Responsible Agency. The Iwi co-chair will be determined by the iwi representatives.
37. The Co-Chairs of the Te Kāhui Tiaki Whānau Hui, supported by the Secretariat, will report to the SSF following each Taumata Rangatira Hui, and otherwise as required.
38. The parties will bear their own costs in attending Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster meetings. The Crown will bear the reasonable venue and catering costs for the hui.

EVALUATION AND PLANNING PROCESS

39. The parties agree that evaluation and planning will be important throughout the life of this Accord in order to measure and ultimately ensure progress towards achieving the Shared Outcomes. The purpose of these provisions is to ensure that the parties:
- a. have appropriate available information to enable them to determine appropriate intervention measures;
 - b. have appropriate information to enable them to determine the indicators that should be used to measure the achievement of targets and outcomes;
 - c. receive regular reports on the progress being made towards achieving agreed targets and Outcomes;
 - d. can better understand the context of nationally applied programmes; and
 - e. are in a better position to inform possible changes to policies, priorities, and investment in development and wellbeing.

40. Any reference to timeframes in clauses **41-52** are indicative only and subject to confirmation once the Accord has come into effect. Timeframes may also be varied to ensure consistency with government agency planning processes.

Definition of Indicators

41. Within three months from the date of signing this Accord and once every five years thereafter, the parties will use their best endeavours to agree the terms of reference for the initial and future state of Te Hiku o Te Ika Iwi well-being reports, including the indicators to be used to determine the current state of wellbeing of Te Hiku o Te Ika Iwi members (the Indicators). The Indicators may be changed by mutual agreement of the parties in writing.

Five Yearly State of Te Hiku o Te Ika Iwi Social Development and Well-being Report and Target Setting

42. Within 6 months of the signing of this Accord, the following agencies will use their best endeavours to provide comprehensive information (including comparisons with national statistics) regarding Te Hiku o Te Ika Iwi members, including, where available, reporting against the Indicators, key trends, research, evaluation of past and present agency interventions (not limited to interventions involving Te Hiku o Te Ika Iwi members) and any proposed interventions:

- a. Ministry of Social Development
- b. Ministry of Education
- c. Ministry of Justice
- d. New Zealand Police
- e. Department of Corrections
- f. Ministry of Business, Innovation and Employment
- g. Department of Internal Affairs
- h. Te Puni Kōkiri
- i. Statistics New Zealand
- j. Any other agencies that enter into portfolio agreements with Te Hiku o Te Ika Iwi in accordance with clause **74**.

43. Where the provision of information under clause **42** would involve substantial collation or research or any agency is unable to determine whether information it holds is required for the purposes of this evaluation process the relevant agency will engage with Te Hiku o Te Ika Iwi to agree which information will be provided.

44. Within 6 months of the signing of this Accord, Te Hiku o Te Ika Iwi will use their best endeavours to provide comprehensive information regarding Te Hiku o Te Ika Iwi members from any sources available to them including registration data, qualitative data from iwi providers and hapū and iwi plans.

45. All information provided under clauses **42** and **44** will be sent to the Secretariat.

46. Within two months of the receipt of the information provided by agencies and Te Hiku o Te Ika Iwi under clauses **42** and **44**, the Secretariat will review and analyse the information to

determine the state of wellbeing in Te Hiku o Te Ika, identify key trends and areas where intervention is necessary, the degree of urgency in which intervention is required and evaluate previous interventions. The Responsible Agency will collate this information into a "State of Te Hiku o Te Ika Social Development and Wellbeing Report" (the Report). The Secretariat will approve the final version of the Report.

47. Within two months of the receipt of the Report, a Te Kāhui Tiaki Whānau Hui will take place to identify any Priority Outcomes and areas for intervention. Kaupapa Clusters will be established at the Te Kāhui Tiaki Whānau Hui to develop the targets and interventions required to achieve the Shared Outcomes or any Priority Outcomes. The agenda for the Taumata Rangatira Hui will also be agreed based on the Priority Outcomes and areas for intervention.
48. Within two months of the Te Kāhui Tiaki Whānau Hui the Kaupapa Clusters will develop proposed targets and interventions. Where possible, these interventions will then be implemented through the Kaupapa Clusters or otherwise by agreement between the relevant agencies and Te Hiku o Te Ika Iwi. Where Ministerial direction is required, the proposals will be included in the agenda for the Taumata Rangatira Hui.
49. The parties agree to use their best endeavours to implement the processes set out in clauses 41-48, and that these processes will take place in the first year after the signing of this Accord and every five years thereafter.
50. In the event that an agency does not provide information in a timely fashion or a manner that is useful for evaluation purposes or otherwise fail to engage with the evaluation and planning process, it will be the role of the Responsible Agency to intercede as set out in clause 63.

Annual Evaluation and Planning Cycle

51. The parties agree that the annual evaluation and planning cycle will involve the following steps:
 - a. By 31 January: Agencies and Iwi to use their best endeavours to provide information relating to the agreed indicators, current approach to addressing wellbeing issues and proposed plans for forthcoming year(s).
 - b. By 31 March: The Secretariat to review and analyse the information provided.
 - c. By 31 May: Te Kāhui Tiaki Whānau Hui to assess progress in meeting wellbeing targets, discuss agency work programmes for forthcoming year, identify Priority Outcomes, establish or maintain Kaupapa Clusters and set agenda for the Taumata Rangatira Hui.
 - d. By 30 July: Kaupapa Clusters develop proposed interventions including recommendations to be presented to the Annual Taumata Rangatira Hui (where Ministerial direction is required). Kaupapa Clusters will continue to work together throughout the year to advance agreed work programmes.
 - e. By 30 September: Annual Taumata Rangatira Hui.

- f. By 30 November: Te Kāhui Tiaki Whānau Hui to discuss agency work programmes and agree the terms of reference for the reporting process for the following year.

52. In the first year of the Accord and every five years thereafter, the annual evaluation and planning process and the five yearly Report process will take place in parallel with any necessary amendment to the cycle set out in clause 51.

PORTFOLIO AGREEMENTS

53. A portfolio agreement means a letter of commitment, a memorandum of understanding or similar agreement that confirms the roles and responsibilities of the parties and identifies areas for co-operation and partnership.

54. Portfolio agreements are made between Te Hiku o Te Ika Iwi and Government agency chief executives relevant to the Shared Outcomes and come into effect at the same time as the Accord is executed, or at a later date mutually agreed by the parties. The portfolio agreements contain detailed provisions setting out the steps and/or engagement to be taken to achieve the Shared Outcomes and the responsibilities of iwi and Crown agencies in relation to these steps.

55. At the date of signing this Accord includes the following portfolio agreements between Te Hiku o Te Ika Iwi and government agency chief executives:

- *Te Hiku o Te Ika - Ministry of Social Development Agreement*
- *Te Hiku o Te Ika - Ministry of Education - Tertiary Education Commission Agreement*
- *Te Hiku o Te Ika - Ministry of Justice, Department of Corrections, New Zealand Police Agreement*
- *Te Hiku o Te Ika - Ministry of Business, Innovation and Employment -Agreement*
- *Te Hiku o Te Ika - Department of Internal Affairs Agreement*
- *Te Hiku o Te Ika -Te Puni Kōkiri Agreement*
- *Te Hiku o Te Ika -Statistics New Zealand Agreement.*

THE SECRETARIAT

56. A Te Hiku o Te Ika Iwi - Crown Secretariat will be formed, comprising members from the Ministry of Social Development, Te Puni Kōkiri, the Te Hiku o Te Ika Iwi and all Crown agencies that have signed portfolio agreements.

57. The purpose of the Secretariat is to establish a collaborative and enduring relationship between Crown agencies and Te Hiku o Te Ika Iwi and to improve social development and wellbeing outcomes in Te Hiku o Te Ika.

58. The Secretariat will be co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika Iwi appointed member.

59. The Secretariat will operate at two levels: first, at the central government level, to ensure Te Hiku o Te Ika Iwi input into overarching policies and programmes and secondly, in the rohe, to ensure that areas of focus capture synergies with agencies' service delivery arms (e.g. Work and Income, Police, Corrections, etc).

60. The Secretariat will:

- a. support the annual Taumata Rangatira Hui in its deliberations;
- b. support the Kāhui Tiaki Whānau and Kaupapa Cluster Group hui in their work;
- c. oversee the collation and analysis of information that informs progress towards the shared outcomes, including the initial and five yearly State of Te Hiku o Te Ika Social Development and Wellbeing Reports;
- d. ensure Te Hiku o Te Ika Iwi input into overarching policies and programmes, especially synergies that might exist between agencies and iwi and amongst different issues and interventions; and
- e. ensure that Te Hiku o Te Ika Iwi are appropriately involved in informing the focus of agencies and interventions (e.g. Work and Income, Police, Corrections etc).

61. The Secretariat will support the Co-chairs of the annual Taumata Rangatira Hui and Co-chairs of the annual Te Kāhui Tiaki Whānau Hui in their reporting to the Te Hiku o Te Ika Iwi and the SSF.

RESPONSIBLE AGENCY

62. The Responsible Agency is the Ministry of Social Development (MSD).

63. The Responsible Agency is responsible for:

- a. co-managing the Secretariat and reporting to SSF and to the Te Hiku o te Ika Iwi;
- b. working with the Crown agencies which are party to this Accord and the portfolio agreements to ensure they provide timely and relevant available information and interact with other Crown agencies and Te Hiku o Te Ika Iwi as set out in this Accord;
- c. working through the Secretariat to undertake administrative, research and analytical functions set out in clauses **39-52**;
- d. working through the Secretariat to undertake administrative, research and analytical functions to prepare the initial and five yearly State of Te Hiku o Te Ika Social Development Wellbeing Reports;
- e. jointly co-ordinating, with Te Puni Kōkiri (TPK), the annual Taumata Rangatira Hui;
- f. jointly co-ordinating, with TPK, the twice yearly Te Kāhui Tiaki Whānau Hui;
- g. facilitating, with Te Hiku o Te Ika Iwi, relevant Kaupapa Cluster meetings; and
- h. establishing and maintaining an up to date register of contact details of the parties of the Accord and Portfolio Agreements.

COMMUNICATION AND CONSULTATION

64. The parties recognise the benefit of mutual information exchange and will as far as possible exchange any reasonably available information that is relevant to and will assist with the implementation of the Accord (including the attached portfolio agreements).

65. Where information has been requested under the Official Information Act 1982, from a Parliamentary Select Committee, or as a Parliamentary Question, the Crown will, where practicable, consult with the other parties before responding.
66. The obligations in the Accord relating to communication and access to information do not apply to information that the Crown or Te Hiku o Te Ika is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure or information that may be withheld under the Official Information Act 1982 or the Privacy Act 1993).
67. The parties will maintain effective and efficient communication with one another by:
- a. ensuring that the respective parties have clear and agreed processes and opportunities for regular engagement; and
 - b. providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to the Accord.
68. For the purpose of clause **67(a)**, regular engagement will involve kanohi ki te kanohi (face to face) contact as the preferred method of communication, and other methods of communication where appropriate.
69. Where consultation is required under this Accord, the parties will:
- a. ensure the other is consulted as soon as reasonably practicable following the identification and determination of the proposal or issues to be the subject of the consultation;
 - b. provide the other with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
 - c. approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
 - d. report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
 - e. use best endeavours to meet when requested by either party to discuss options to resolve concerns.

REVIEW / VARIATION OF ACCORD AND PORTFOLIO AGREEMENTS

70. The parties agree that the Accord and associated portfolio agreements are living documents which should be updated and adapted to take account of current and future developments. This includes considering whether there is an on-going need for the Accord or a particular portfolio agreement.
71. Any of the parties may request that the Accord or a particular portfolio agreement be reviewed, and the details of such a review will be agreed between the parties.
72. The Accord and portfolio agreements will be reviewed at least three years from the date of signing and, every three years thereafter.

73. The Accord or a portfolio agreement/s may be modified, replaced or terminated if all parties to the Accord or portfolio agreement/s agree in writing to such modification, replacement or termination. A portfolio agreement may be modified, replaced or terminated without affecting the operation of the Accord or other portfolio agreements.

74. The parties will consider entering into further portfolio agreements as necessary to better achieve the Shared Outcomes set out at clause **22**.

RESOLUTION OF MATTERS

75. If any of the parties considers that any other party is not complying with the Accord (including the attached portfolio agreements) then that party will advise the other party and the parties will work together in good faith to try to resolve the matter.

76. If the matter cannot be resolved informally then the party may give written notice to the other that there is an issue to be resolved. The following process shall be undertaken once notice is received by either party:

- a. within 20 working days of being given written notice, the relevant contact person from each of the parties involved in the dispute will meet to work in good faith to resolve the issue;
- b. if the issue has not been resolved within 20 working days of the meeting referred to in clause **76(a)**, the Relevant Chief Executive will meet with the Chief Executive of the relevant Te Hiku o Te Ika Iwi party or parties to work in good faith to resolve the issue; and
- c. if the issue has still not been resolved within 20 working days of the meeting referred to in clause **76(b)**, the Chairman of the Te Hiku o Te Ika Iwi party or parties and the Appropriate Minister or Ministers will meet to work in good faith to resolve the issue provided it is not inconsistent with statutory obligations.

77. For the purposes of clause **76(b)** the Relevant Chief Executive is:

- a. the Chief Executive of the Responsible Agency if the issue or issues relates to the Accord; or
- b. the Chief Executive with responsibility for the portfolio agreement(s) if the issue or issues relates to a particular portfolio agreement or agreements.

78. For the purposes of clause **76(c)** the Appropriate Minister is:

- a. the Chair of the Cabinet Social Policy Committee if the issue or issues relates to the Accord; or
- b. the Minister with responsibility for the relevant portfolio if the issue or issues relates to a particular portfolio agreement or agreements.

79. The parties may also request the Responsible Agency to assist them to resolve any matters.

LIMITS OF ACCORD

80. The Crown and the Te Hiku o Te Ika Iwi have signed this Accord in the context of the Treaty settlements signed between the Crown and the individual Te Hiku o Te Ika Iwi. The

Crown will use its best endeavours to uphold and fulfil the commitments it gives in this Accord. Notwithstanding this and for the avoidance of doubt

- a. the Accord does not override or limit:
 - i. the legal rights and obligations of the parties, including legislative rights, powers or obligations;
 - ii. the obligations on District Health Boards, as described in the New Zealand Public Health and Disability Act 2000;
 - iii. the functions, duties and powers of the relevant Ministers, Chief Executives and any Ministry officials, or statutory officers;
 - iv. the ability of the Government to introduce legislation and change government policy; and
 - v. the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative;
- b. the Accord does not affect or replace any existing arrangements in place between the parties; and
- c. the Accord does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource including intellectual property held, managed or administered by the Crown or Te Hiku o Te Ika Iwi.

81. The commitments under the Accord are limited to the extent that they are within the capability and resources of Te Hiku o Te Ika Iwi and Crown agencies. However, all parties recognise that in order to achieve the Shared Outcomes, deliberate steps will be required from each party, including the allocation of appropriate resources. Each party is committed to taking such steps on an ongoing basis, and will not adopt measures which would prejudice the achievement of the Shared Outcomes or progress already made without prior consultation with the other party and prior consideration of all reasonable alternatives.

COMMENCEMENT OF ACCORD, PORTFOLIO AGREEMENTS, AND OTHER FORMAL AGREEMENTS

82. The Accord comes into effect when it is signed, as do the associated portfolio agreements and any other formal agreement reached between the parties. In the event that the four iwi of Te Hiku o Te Ika Iwi that are parties to this Accord and the associated portfolio agreements do not sign them at the same time, the Accord and/or the associated portfolio agreements will come into effect for those iwi that have signed when they are signed by the Crown and three of the Te Hiku o Te Ika Iwi. When the fourth iwi signs the Accord and/or the associated portfolio agreements they will then come into effect for the benefit of that iwi party.”

INTERPRETATION

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

ADMINISTERING AGENCIES

84. The administering agencies of this Accord, with oversight for its implementation and related co-ordination are:

- a. Ngāti Kuri through Te Manawa o Ngāti Kuri Trust
- b. Te Aupōuri through Te Rūnanga Nui o Te Aupōuri Trust
- c. Ngāi Takoto through Te Rūnanga o Ngāi Takoto
- d. Te Rarawa through Te Rūnanga o Te Rarawa
- e. Ministry of Social Development.

CONTACT DETAILS

<p>Te Manawa o Ngāti Kuri Trust Physical Address: [to insert]</p> <p>Postal Address: [to insert]</p>	<p>Te Rūnanga Nui o Te Aupōuri Trust Physical Address: 6636 Far North Road RD 4 Te Kao Kaitaia, 0484</p> <p>Postal Address: Te Kao PDC RD 4 Kaitaia 0484</p>
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<p>Te Rūnanga o Ngāi Takoto Physical Address: 16 Matthews Avenue Kaitaia 0410</p> <p>Postal Address: P.O Box 262 Kaitaia</p>	<p>Te Rūnanga o Te Rarawa Physical Address: 16 Matthews Ave Kaitaia 0410</p> <p>Postal Address: P.O. Box 361 Kaitaia</p>
<p>Ministry of Social Development Physical Address: Bowen State Building Bowen Street Wellington 6011</p> <p>Postal Address: Ministry of Social Development P.O. Box 1556 Wellington 6140</p>	

DEFINITIONS & GLOSSARY

Cabinet Social Policy Committee or SOC means the existing Cabinet Committee whose terms of reference is to consider social policy issues including health, education and welfare.

Deed/s of Settlement means the Deeds of Settlement between Te Hiku o Te Ika Iwi and the Crown or the Deed of Settlement between one of the iwi and the Crown recording the settlement or partial settlement of the historical claims of Te Hiku o Te Ika Iwi or one of the iwi which have been ratified by the members of the iwi, and includes any amendment to those Deeds.

Indicators means the agreed indicators to be used to determine the current state of wellbeing of Te Hiku o Te Ika Iwi members as set out in clause 41.

Kaupapa Cluster means a working group of senior representatives of relevant government departments and senior representatives of Te Hiku o Te Ika Iwi established under clause 34 to progress work in relation to a particular Priority Outcome or kaupapa.

Ngāi Takoto has the meaning set out in clause 11.9 of the Ngāi Takoto Deed of Settlement.

Ngāti Kahu has the meaning set out in paragraph 58 of the Ngāti Kahu Agreement in Principle signed on 17 September 2008.

Ngāti Kuri has the meaning set out in the Ngāti Kuri Deed of Settlement.

Post Settlement Governance Entity means the entity established by each Te Hiku o Te Ika Iwi to hold and manage the settlement redress transferred to that iwi by the Crown under their Deed of Settlement.

Priority Outcome/s means one or more of the Shared Outcomes which has been identified as a priority in accordance with the processes set out at clauses **27(b)**, **34(b)** and **51-52**.

Purpose means the purpose of the Accord as set out at clause **6**.

Relevant Chief Executive has the meaning given to this term by clause **76**.

Responsible Agency means the Ministry of Social Development. The Responsible Agency has the functions set out in clause **63**.

Secretariat means the secretariat that will be established and operate in accordance with clauses **56-61**.

Shared Outcomes means the shared social development and wellbeing outcomes set out at clause **22**.

State of Te Hiku o Te Ika Social Development and Wellbeing Report or **the Report** means the report regarding the state of social development and wellbeing of the members of Te Hiku o Te Ika Iwi prepared in the first year after the Accord comes into effect and every five years thereafter in accordance with clauses **46** and **49**.

Taumata Rangatira Hui means the annual hui between Te Hiku o Te Ika Iwi Governance Representatives and Ministers of the Crown and other delegates whose portfolios align to the agreed agenda.

Te Aupōuri has the meaning set out in clause **12.10** of the Te Aupōuri Deed of Settlement.

Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord or **Accord** means this Accord and includes the portfolio agreements set out in the schedules to this Accord.

Te Hiku o Te Ika Iwi Governance Representatives or **Governance Representatives** means members of the Boards of the post-settlement governance entities for Te Hiku o Te Ika Iwi.

Te Hiku o Te Ika Iwi: are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:

- a. Ngāti Kurī;
- b. Te Aupōuri;
- c. Ngāi Takoto;
- d. Ngāti Kahu; and
- e. Te Rarawa.

Although Ngāti Kahu is not a party to this Accord, for the purposes of this document, the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Accord, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.

Te Kāhui Tiaki Whānau means the operational level engagement between Te Hiku o Te Ika Iwi and the Crown.

Te Kāhui Tiaki Whānau Hui means the hui between senior representatives of relevant government departments and senior representatives of Te Hiku o Te Ika Iwi as part of the operational level engagement between the parties.

Te Rarawa has the meaning set out in clause **12.12** of the Te Rarawa Deed of Settlement.

ANNEX A: PORTFOLIO AGREEMENTS SCHEDULED TO THIS ACCORD

Schedule	Portfolio Agreement	Date Signed
Schedule 1	<i>Te Hiku o Te Ika Iwi - Ministry of Social Development Agreement</i>	
Schedule 2	<i>Te Hiku o Te Ika Iwi - Ministry of Education - Tertiary Education Commission: Agreement</i>	
Schedule 3	<i>Te Hiku o Te Ika Iwi - Ministry of Justice - New Zealand Police, and Department of Corrections: Justice Sector Agreement</i>	
Schedule 4	<i>Te Hiku o Te Ika Iwi - Ministry of Business, Innovation and Employment - Development Agreement.</i>	
Schedule 5	<i>Te Hiku o Te Ika Iwi - Department of Internal Affairs Agreement</i>	
Schedule 6	<i>Te Hiku o Te Ika Iwi - Te Puni Kōkiri Agreement</i>	
Schedule 7	<i>Te Hiku o Te Ika Iwi - Statistics New Zealand Agreement</i>	

**SCHEDULE 1:
TE HIKU O TE IKA - MINISTRY OF SOCIAL DEVELOPMENT AGREEMENT**

Parties

1. Te Hiku o Te Ika Iwi and the Ministry of Social Development (“MSD”) (together “the parties”) have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - a. Ngāi Takoto;
 - b. Ngāti Kahu; and
 - c. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.

Context

6. Te Hiku o Te Ika Iwi and MSD have agreed to pursue a relationship based on matters of mutual interest.
7. When it was established in 2001, the Ministry was tasked with being the social sector leader. The Ministry assists the Government to set and action priorities across the social sector. Its Chief Executive is mandated by Cabinet to chair and lead the Social Sector Chief Executives’ Forum (Social Sector Forum). The members of the Social Sector Forum are the Secretaries of Justice and Education, the Director General of Health, the Chief Executive of the Department of Building and Housing and senior officials from the State Services Commission, the Department of Prime Minister and Cabinet and the Treasury. Other Chief Executives are invited to work on relevant issues. The Ministry provides leadership and co-ordination of public sector effort on behalf of the Government. It provides services to seven Ministers, two Associate Ministers and the Chair of the Cabinet Social Policy Committee.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people through the achievement of the agreed Social Development and Wellbeing Outcomes set out in paragraph 22 of the Accord. Improving the wellbeing of Te Hiku Iwi members is the overall goal. Protecting Te Hiku iwi tamariki and rangatahi, caring for kaumatua and kuia and ensuring that all members of Te Hiku iwi have the opportunity to contribute to

their own wellbeing and that of their community are outcomes that sit alongside a prosperous local and regional economy, business growth, more safer jobs, warmer and better quality homes, improved education participation and higher qualifications, better physical and mental health and reduced interaction with the Justice system to achieve that overall goal. They are all factors that align and interact together to contribute to the overall wellbeing of Te Hiku people and they are key parts of providing for social transformation rather than ends in themselves.

9. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider quality partnerships with Crown agencies are a key part of providing for social transformation rather than an end in itself.
10. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the Shared Outcomes set out in clause **22** of the overarching Accord.

Agreements

11. The areas that the parties have agreed to collaborate on include, but are not limited to the matters set out in clauses **12 to 17** of this portfolio agreement.
12. MSD has agreed to be the Responsible Agency in organising the Crown's engagement with Te Hiku o Te Ika Iwi as set out in the overarching Accord.
13. This role will include brokering relationships between Te Hiku o Te Ika Iwi and other government agencies.

Information sharing

14. The parties will share information (where that information is not sensitive or confidential to the parties) in relation to matters of mutual interest.
15. MSD will provide any relevant information for the Five Yearly State of Te Hiku o Te Ika Wellbeing Report and the associated annual evaluation process, as set out in clauses **39 – 52** of the overarching Accord.

Policy

16. As part of its consultation activities, MSD will proactively engage with Te Hiku o Te Ika Iwi in relation to the development and implementation of policy in areas relating to the Minister of Social Development
17. MSD engagement will operate at both a National Office and Regional Office level.

Meetings

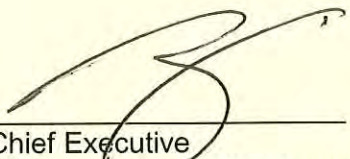
18. MSD and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities. MSD will support the Minister of Social Development and Employment's, or their appropriate delegate's, attendance at the annual Taumata Rangatira Hui.
19. MSD and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required, to discuss:
 - a. the matters set out at clauses **11 to 16** of this portfolio agreement;

- b. issues that are presenting and the way in which both parties might assist each other to address these; and
- c. the matters set out at clauses **34, 47-48 and 51-52** of the Accord.

- 20. The Chief Executive, MSD or a delegated senior executive will attend the biannual Te Kāhui Tiaki Whānau Hui.
- 21. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

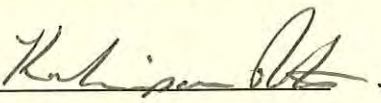
- 22. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
- 23. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.




Chief Executive
Ministry of Social Development

Date: 19/6/2013.

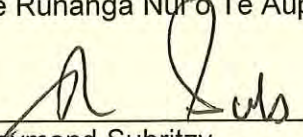
Te Mana o Ngāti Kuri Trust





Date 7/2/14

Te Rūnanga Nui o Te Aupōuri Trust



Raymond Subritzky

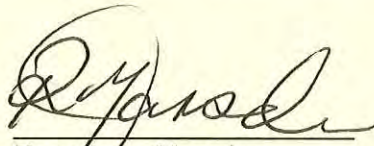


Hugh Acheson Karena

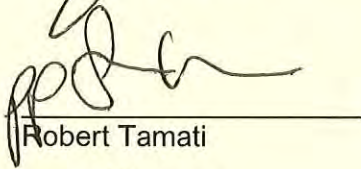
Date / /

TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Te Rūnanga o Ngāi Takoto



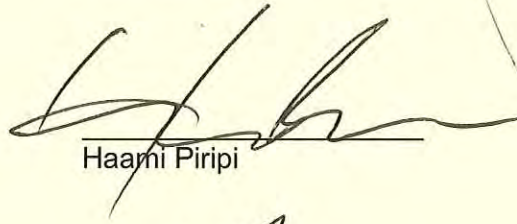
Rangitane Marsden



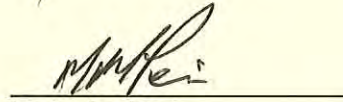
Robert Tamati

Date: 19/6/13

Te Rūnanga o Te Rarawa



Haami Piripi



Malcolm Peri

Date: / /

**SCHEDULE 2:
TE HIKU O TE IKA IWI - MINISTRY OF EDUCATION - TERTIARY EDUCATION
COMMISSION AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi, the Ministry of Education (the Ministry) and the Tertiary Education Commission (the Commission) (together the parties) have agreed to pursue a relationship based on areas of mutual interest.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - d. Ngāi Takoto;
 - e. Ngāti Kahu; and
 - f. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties acknowledge that their respective visions are closely aligned and that working together has the potential to promote the goals of each. Achieving quality education outcomes means that all people have the skill and knowledge they need to be engaged and informed citizens and part of a productive work force.
7. The Ministry and the Commission are committed to lifting the performance of the education system. Achieving this for and with iwi and Māori is a priority in order to strengthen Māori education outcomes and ensure that 'Māori enjoy education success as Māori'² across the education system.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider quality education and training to be a key part of providing for social transformation rather than an end in itself." This Accord provides the opportunity to work collaboratively for the benefit of Te Hiku o Te Ika Iwi learners with a focus on strengthening their access to identity, language and culture.

² Ministry of Education Māori Education Strategy *Ka Hikitia: Managing for Success 2008 -2012*.

9. The parties are committed to the shared social development and wellbeing Outcomes set out at clause **22** of the Accord, in particular, Outcome 2 'Educated and Skilled':

Educated and Skilled: The members of Te Hiku o Te Ika Iwi are well educated and skilled people who positively contribute to society and their own wellbeing.

10. The parties will abide by the shared relationship principles set out in the overarching Accord (clauses **18-20**).

Agreements

11. The Ministry will work with Te Hiku o Te Ika Iwi to conduct this relationship in a manner consistent with *Whakapūmautia, Papakōwhaitia, Tau ana - Grasp, Embrace and Realise: Conducting Excellent Education Relationships between Iwi and the Ministry of Education*.

12. The Ministry will endeavour to work with Te Hiku o Te Ika Iwi to ensure active engagement and participation of iwi in Ministry processes from policy design and development, implementation, service delivery and evaluation, and in determining specific investment priorities based on agreed outcomes.

13. To achieve this, the parties have agreed that:

- a. The Ministry will endeavour to work with Te Hiku o Te Ika Iwi to provide information and evidence in relation to Te Hiku o Te Ika Iwi in education as well as iwi strengths and priorities, to support analysis and inform priority setting and planning as part of the annual evaluation and planning process and production of the Five Yearly State of Te Hiku o Te Ika Social Well-being Report (clause **42** of the Accord).
- b. Specific areas of shared work between the Ministry, Te Hiku o Te Ika Iwi, and the Commission will be determined once Priority Outcomes and areas for intervention are identified and agreed through the evaluation and planning process set out at clauses **39-52** of the Accord taking into account iwi aspirations and the Government's education priorities.
- c. The parties will work together to identify where specific Te Hiku o Te Ika Iwi priorities or desired actions fall outside the scope of current government policy, so that these issues can be raised at the annual Taumata Rangatira Hui.
- d. The parties will work together to determine a plan for shared contribution to the educational success of Te Hiku o Te Ika Iwi. This may involve working with other Agencies in a Kaupapa Cluster. Te Hiku o Te Ika Iwi will be the author and owner of this plan.
- e. The relationship will be co-ordinated on the Ministry's side by a lead Partnership Advisor from within Group Māori who will, over time, broker relationships within and across the Ministry to support the education interests of Te Hiku o Te Ika Iwi, including early childhood education and schooling.
- f. The Partnership Advisor will advise when Te Hiku o Te Ika Iwi education priorities fall within the responsibilities of the Commission or any other education agencies, in which case the responsibility to work with the iwi will transfer to the relevant agency. The Partnership Advisor will support Te Hiku o Te Ika Iwi to broker relationships within each relevant agency.

- g. The Ministry will endeavour to facilitate access by Te Hiku o Te Ika Iwi to non-party government education agencies, should Te Hiku o Te Ika Iwi priorities and interests fall outside of the scope and authority of the Ministry.
- h. The Commission will endeavour to facilitate, when identified by Te Hiku o Te Ika Iwi as relevant to their priorities, direct communication between Te Hiku o Te Ika Iwi and tertiary education providers.

14. Other areas of work may be agreed from time to time between the parties.

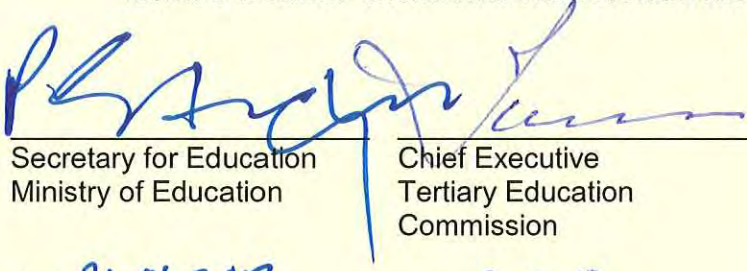
Meetings

- 15. The Ministry (on behalf of itself and the Commission) and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current education priorities.
- 16. The Ministry will support the Minister of Education's or appropriate delegate's attendance at the annual Taumata Rangatira Hui.
- 17. The Ministry and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui as required, to discuss:
 - a. the matters set out at clause **13** of this portfolio agreement;
 - b. issues that are presenting and the way in which both parties might assist each other to address these; and
 - c. the matters set out at clause **34** of the Accord.
- 18. The Secretary for Education and the Chief Executive of the Tertiary Education Commission or a delegated senior executive will attend Te Kāhui Tiaki Whānau Hui.
- 19. At an operational level, the Ministry and Te Hiku o Te Ika Iwi will hold regular meetings including meetings where the Ministry is part of a Kaupapa Cluster group, as required to support the achievement of the five yearly social wellbeing targets, Priority Outcomes and work programmes for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

- 20. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
- 21. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD


Secretary for Education
Ministry of Education

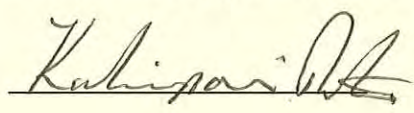


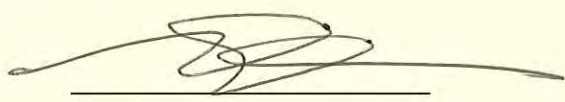
Chief Executive
Tertiary Education
Commission

Date: 24/06/2013.

Date: 8/8/13

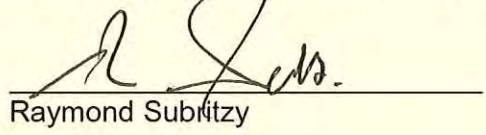
Te Manawa o Ngāti Kuri Trust

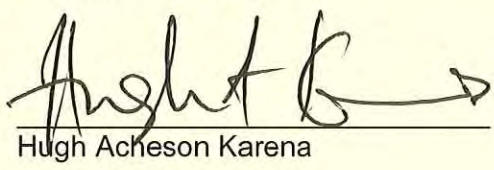




Date 7/2/14


Te Rūnanga Nui o Te Aupōuri Trust

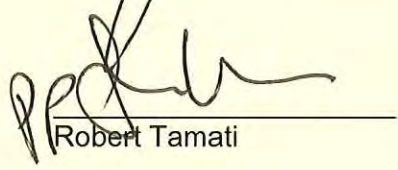

Raymond Subritzky


Hugh Acheson Karena

Date / /

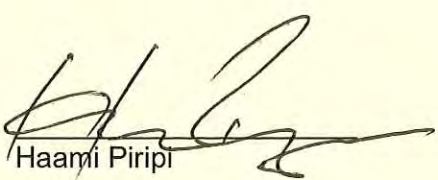
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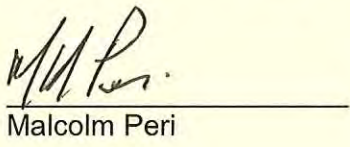

Rangitane Marsden


Robert Tamati

Date: 9/6/13

Te Rūnanga o Te Rarawa


Haami Piripi


Malcolm Peri

Date: / /

**SCHEDULE 3:
TE HIKU O TE IKA IWI - MINISTRY OF JUSTICE, NEW ZEALAND POLICE
AND DEPARTMENT OF CORRECTIONS: JUSTICE SECTOR AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi and the Ministry of Justice, New Zealand Police and the Department of Corrections (the Justice Sector agencies) (together the Parties) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development and wellbeing of whānau, hapū and iwi of Te Hiku o Te Ika as this relates to the justice sector.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. Ngāi Takoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
4. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
5. In the event that Ngāti Kahu is not a party to this portfolio agreement the term Te Hiku o Te Ika shall mean the four iwi of Te Hiku o Te Ika that are parties to the portfolio agreement and Te Hiku o Te Ika shall have a corresponding meaning.
6. The parties to this portfolio agreement recognise that it does not bind the Judiciary or any decisions which the judicial branch of government makes in carrying out its activities.

Key outcomes

Te Hiku o Te Ika Iwi outcomes

7. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider the achievement of justice to be a key part of providing for social transformation rather than an end in itself.

Overarching Justice Sector outcomes

8. The work of all the Justice Sector agencies contributes to the Justice Sector end outcome of:

A safe and just society where there are safer communities and civil and democratic rights and obligations are enjoyed.

9. For the next three years (2011-2014) the Justice Sector will be guided by the following priorities:

- a. public safety and maintaining public confidence in the criminal justice system;
- b. implementing sector wide activities intended to reduce volumes of crime and cost across the sector; and
- c. improving the performance of sector agencies.

10. The current Justice Sector Ministers (Justice Sector Ministers being Ministers of the Crown who, under the authority of a warrant or with the authority of the Prime Minister, are responsible for portfolios within the Justice Sector, including acting Ministers and Associate Ministers (as appropriate)) have agreed to develop a set of performance indicators to help measure whether policies are working:

- a. the entry of people into the criminal justice system - will show the prevalence of crime and whether social and justice sector interventions are effective;
- b. the time it takes for cases to proceed through the court system - will indicate where there are opportunities to improve functioning and efficiency; and
- c. the rate of re-offending - will show the effectiveness of rehabilitation and reintegration services and existing sanctions.

Shared outcome between Te Hiku o Te Ika Iwi and the Justice Sector

11. For the purposes of this portfolio agreement, Te Hiku o Te Ika Iwi and the Justice Sector agencies agree to a shared outcome (below) to support the work required from both parties to improve the social development and wellbeing of Te Hiku o Te Ika Iwi, hapū and whānau with a focus on the justice sector:

Respected and Safe: The members of Te Hiku o Te Ika Iwi are living in a safe and just society where there is respect for civil and democratic rights and obligations.

Agreements

12. Te Hiku o Te Ika Iwi and the Justice Sector agencies agree to:

- a. identify and agree the nature of information and data required for the five yearly State of Te Hiku o Te Ika Iwi Wellbeing Report to support the annual evaluation process and to use their best endeavours to exchange that information and data.
- b. identify any projects of mutual benefit and priority on which collaboration would be useful and identify mechanisms for how these issues may be addressed, within the resources and capabilities available to Justice Sector agencies and Te Hiku Iwi.

13. The Ministry of Justice will use its best endeavours to facilitate a meeting with the Te Hiku o Te Ika Iwi and the Chief District Court Judge to discuss the delivery of district court services.

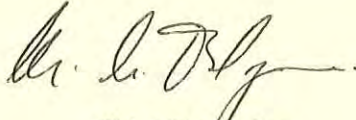
Meetings

14. The Justice Sector agencies and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities.
15. The Justice Sector agencies will support their respective Ministers' or Associate Ministers' or appropriate delegates' attendance at the annual Taumata Rangatira Hui.
16. The Justice Sector agencies and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster meetings, as required, to discuss:
 - a. the matters set out at clauses **12** and **13** of this portfolio agreement;
 - b. issues that are presenting and the way in which both parties might assist each other to address these; and
 - c. the matters set out at clause **34** of the Accord.
17. The Chief Executive, Ministry of Justice, the Chief Executive, Department of Corrections, and the Police Commissioner, or a delegated senior executive, will attend the Te Kāhui Tiaki Whānau Hui as the hui agenda requires.
18. The Justice Sector agencies and Te Hiku o Te Ika Iwi will engage on specific justice sector policy and interventions via the Kaupapa Clusters, as required to support the achievement of the five yearly social wellbeing targets and Priority Outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

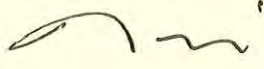
19. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
20. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD



Chief Executive
Ministry of Justice

Date: 13/6/13



Chief Executive
Department of Corrections

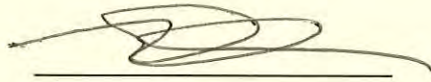
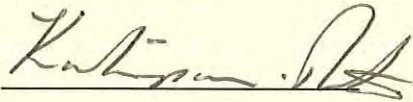
Date: 19/6/2013



Commissioner
New Zealand Police

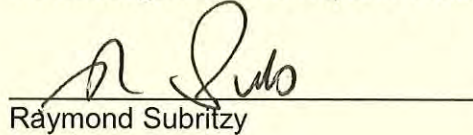
Date: 13/6/13

Te Mana o Ngāti Kuri Trust



Date 7/2/14

Te Rūnanga Nui o Te Aupōuri Trust



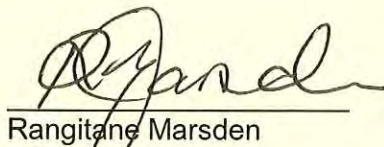
Raymond Subritzky



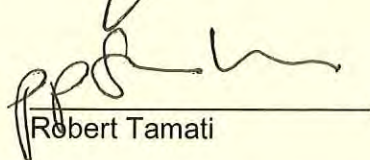
Hugh Acheson Karena

Date / /

Te Rūnanga o Ngāti Takoto



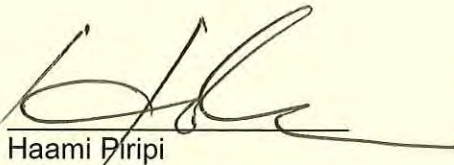
Rangitane Marsden



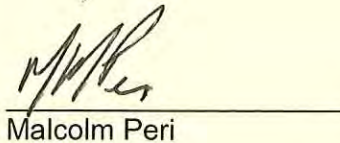
Robert Tamati

Date: 19/6/13

Te Rūnanga o Te Rarawa



Haami Piripi



Malcolm Peri

Date: / /

**SCHEDULE 4:
TE HIKU O TE IKA IWI – MINISTRY OF BUSINESS, INNOVATION
AND EMPLOYMENT AGREEMENT**

Background

1. Te Hiku o Te Ika Iwi and the Ministry of Business, Innovation and Employment *Hikina – Whakatutuki - lifting to make successful* (the Ministry) have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupouri;
 - c. Ngāi Takoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
5. In the event that Ngāti Kahu is not a party to this portfolio agreement the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the portfolio agreement and Te Hiku o Te Ika shall have a corresponding meaning.
6. The Ministry is a large multi-functional organisation reporting to a large number of Ministers. The Ministry's Deputy Chief Executive, Strategy and Governance Group, will have overall responsibility for the Ministry's Te Hiku o Te Ika portfolio agreement. The Ministry's Māori Effectiveness Unit under the leadership of the Ministry's Te Tumu Whakarae will be responsible for the relationship agreement with the Ministry and will connect Te Hiku o Te Ika Iwi to the parts of the Ministry that are most able to support them.
7. At the outset of the collaboration envisaged in this agreement, Te Hiku o Te Ika Iwi see their interests overlapping with the functions of the Ministry particularly in the areas of:
 - Regional economic development; Tourism and information collection, collation and interpretation;
 - Providing more and safer job opportunities; and
 - Providing warmer and better quality homes and social housing.

As the relationship grow and develops, both parties are open to exploring additional issues of mutual interest to Te Hiku o Te Ika Iwi and the Ministry.

8. The parties will abide by the shared relationship principles set out in the overarching Accord (Clauses **18 – 20**).
9. The parties are committed to the shared social development and wellbeing Outcomes set out at clause **22** of the Accord, in particular, Priority Outcomes 1, 2, 5 and 6:

Secure Standard of Living: The members of Te Hiku o Te Ika Iwi have a secure standard of living comparable to the New Zealand population as a whole.

Educated and Skilled: The members of Te Hiku o Te Ika Iwi are well educated and skilled people who positively contribute to society and their own wellbeing.

Well Housed; The members of Te Hiku O Te Ika Iwi are living in healthy and secure environments that are appropriate to their needs and culture.

Economically Secure and Sustainable: The members of Te Hiku o Te Ika Iwi are engaging in a diverse, progressive and sustainable economy.

10. Considering the shared goals and shared commitment to the relationship principles, the Ministry wishes to engage with Te Hiku to determine how best it can contribute to the Shared Outcomes.

ECONOMIC DEVELOPMENT

Context

11. The Ministry's purpose is to be a catalyst for creating a high performing economy to ensure New Zealand's lasting prosperity and well-being through:
- a. Lifting economic performance to improve New Zealand's well-being;
 - b. Enhancing the attractiveness of New Zealand for investment, people, ideas and as a base for exporting;
 - c. Making a step change in New Zealand's performance through science and innovation;
 - d. Enabling the right skills to support a high-performing economy;
 - e. Creating an environment in which people can live work and transact safely and with confidence;
 - f. Responsible development of New Zealand's natural resources;
 - g. All parts of our society being able to contribute to and benefit from improved economic performance;
 - h. Working in partnership with Māori people and organisations as an essential part of achieving a high-performing economy;
 - i. Making it as simple as possible to do business with government.
12. The Ministry will also play a key co-ordinating role for the government in 'He Kai Kei Aku Ringa: The Crown-Māori Economic Growth Partnership' Strategy and Action Plan. A Māori Economic Development Advisory Board will guide and monitor the implementation of the Strategy and Action Plan supported by the Ministry. The Ministry is focused on the delivery of He Kai Kei Aku Ringa with iwi because of the positive outcomes it will have for all Māori. The Ministry's collaboration with Te Hiku o Te Ika Iwi will be broadly aligned with 'He Kai Kei Aku Ringa'.
13. Te Hiku o Te Ika Iwi are committed to the social transformation of their people through the achievement of the agreed Social Development and Wellbeing Outcomes set out at

paragraph 22 of the Accord. Improving the wellbeing of Te Hiku o Te Ika Iwi members is the overall goal. A prosperous local and regional economy, business growth, more and safer jobs, and warmer and better quality homes are outcomes that sit alongside participation and higher qualifications, better physical and mental health and reduced interaction with the Justice system to achieve that overall goal. They are all factors that align and interact together to contribute to the overall wellbeing of Te Hiku o Te Ika Iwi people and they are key parts of providing for social transformation rather than ends in themselves.

14. Te Hiku o Te Ika Iwi and the Ministry recognise that working towards an economic strategy that identifies the key commercial opportunities, builds on the value and strengths of the region, and meets with market demand, will take some time and expertise. The focus of the economic part of the portfolio agreement is on identifying, through ongoing dialogue, the areas of the Ministry's capability that can appropriately support Te Hiku o Te Ika Iwi in the preparation (and eventually the delivery of) the Iwi economic development strategy.

Agreements

15. The Economic Development areas in which the Ministry and Te Hiku o Te Ika Iwi have agreed to collaborate on are:
 - a. The Ministry will assist Te Hiku o Te Ika Iwi to identify, collate and interpret any existing data relating to economic development in the Te Hiku o Te Ika Iwi region so as to form the basis for understanding the current state of the region's economy.
 - b. The Ministry will discuss and identify with Te Hiku o Te Ika Iwi the types of information available about the economy and share such information as agreed by the Parties [subject to clause 80 a.i) of the Accord] to assist Te Hiku o Te Ika Iwi in identifying the appropriate direction for its economic development strategy.
 - c. As Te Hiku o Te Ika Iwi identifies priorities for their economic development strategy, Te Hiku o Te Ika Iwi and the Ministry will discuss and identify any support the Ministry is able to offer Te Hiku o Te Ika Iwi through the Ministry's suite of interventions.

LABOUR

Context

16. The parties acknowledge that they share similar goals. Te Hiku o Te Ika Iwi are committed to the social transformation of their people.
17. Te Hiku o Te Ika Iwi are committed to the social transformation of their people through the achievement of the agreed Social Development and wellbeing Outcomes set out at paragraph 21 of the Accord. Improving the wellbeing of Te Hiku Iwi members is the overall goal. More and safer jobs, a prosperous local and regional economy, business growth, and warmer and better quality homes are outcomes that sit alongside participation and higher qualifications, better physical and mental health and reduced interaction with the Justice system to achieve that overall goal. Te Hiku o Te Ika Iwi consider that iwi members being active participants at all levels of the labour market to be a key part of providing for social transformation rather than an end in itself.
18. The Ministry has a Māori Strategy regarding the labour market, with the vision "Māori organisations, workplaces and workforce are a thriving and dynamic component of the

New Zealand economy.” The Strategy focuses on Māori business development, Māori workforce development, and building the internal capability and culture within the Ministry to enable it to deliver services more effectively to Māori.

Agreements

19. The Ministry, guided by its labour market Māori Strategy suggests the following specific actions.
20. The Ministry wishes to discuss how Te Hiku o Te Ika Iwi can benefit from:
 - a. information related to Māori and the labour market, including the Tu Mai Iwi Tool that provides a snapshot of iwi labour market information based on statistical data for all four Te Hiku iwi; and
 - b. information and tools that the Ministry can offer to improve the understanding of employment relations and health and safety rights and obligations, within the rohe.
21. The Ministry wishes to discuss with Te Hiku o Te Ika Iwi ways in which projects of mutual interest can be implemented within the rohe.
22. Relevant staff from the Ministry will meet with Te Hiku Iwi and/or individual Te Hiku o Te Ika Iwi to ensure individual iwi are aware of the Ministry's programmes delivering labour market information and assistance for improving employment relations and health and safety in the workplace, and assess how these programmes might assist iwi.

HOUSING

Context

23. The Ministry's housing outcome is 'a building and housing market that delivers good quality affordable homes and buildings for New Zealanders that contribute to strong communities and a prosperous economy'.
24. Te Hiku o Te Ika Iwi are committed to the social transformation of their people through the achievement of the agreed Social Development and wellbeing Outcomes set out at paragraph 22 of the Accord. Improving the wellbeing of Te Hiku Iwi members is the overall goal. Warmer and better quality homes, a prosperous local and regional economy, business growth, more and safer jobs are outcomes that sit alongside participation and higher qualifications, better physical and mental health and reduced interaction with the Justice system to achieve that overall goal. Te Hiku o Te Ika Iwi consider that iwi members living in healthy and secure environments that are appropriate to their needs and culture to be a key part of providing for social transformation rather than an end in itself.

Agreements

25. The housing areas in which the Ministry and Te Hiku o Te Ika Iwi have agreed to collaborate on are:
 - a. The Ministry regularly reports on the building, construction and housing sector and will investigate the potential to disaggregate data to the rohe covered by the accord for the annual and five year planning cycles;

- b. The Ministry will assist Te Hiku o Te Ika Iwi to identify and collate any other existing data relating to housing in the Te Hiku o Te Ika region, to form the basis for understanding the current state of the region's housing issues;
- c. The Ministry will provide (either itself or through other providers) information and will assist where needed in the development of any Housing Strategy for Te Hiku Iwi;
- d. The Ministry and Te Hiku o Te Ika Iwi will discuss the provision of social and affordable housing including Te Hiku Iwi acting as a provider in the development and provision of housing; and
- e. The Ministry will facilitate the development of a relationship between Te Hiku o Te Ika Iwi and Housing New Zealand Corporation.

Meetings

26. The Ministry and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current economic, labour market and housing priorities.
27. The Ministry will support the relevant Minister's or their appropriate delegate's attendance at the annual Taumata Rangatira Hui.
28. The Chief Executive of the Ministry or a delegated senior executive will attend the Te Kāhui Tiaki Whānau Hui, as the agenda requires.
29. The Ministry and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and/or Kaupapa Cluster meetings, as required, to:
 - a. discuss the matters set out at clauses **15, 19 – 22 and 25**] of this portfolio agreement;
 - b. discuss issues that are presenting and the way in which both parties might assist each other to address these;
 - c. discuss the matters set out at clause **[24, 34, 47-48 and 51]** of the Accord;
 - d. identify any projects of mutual benefit and priority on which collaboration would be useful; and
 - e. identify and address any areas of particular interest or concern relating to the Ministry's policy or service approach that may affect the region.
30. At an operational level, the Ministry and Te Hiku o Te Ika Iwi will hold more regular meetings including meetings where the Ministry is part of a Kaupapa Cluster, as required to support the achievement of the five yearly social wellbeing targets and Priority Outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

CROSS-PORTFOLIO COMMITMENTS

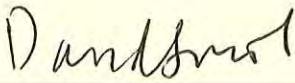
31. In common with other agencies, the Ministry will:
 - a. contribute information as part of the Five Yearly State of Te Hiku o Te Ika Wellbeing Report/Target Setting process towards achieving the Shared Outcomes (clauses **39-52** of the Accord);
 - b. contribute information as part of the Annual Evaluation and Planning Cycle (clause **51** of the Accord).

32. The Ministry may refer some matters to its Crown entities or to other government agencies, where they may be better placed to help meet the required outcomes.

LIMITS TO THE ACCORD, PROCESS FOR RESOLVING MATTERS, REVIEW PROVISIONS AND PROCESS FOR CARRYING OUT THE ACCORD

33. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika – Crown Social Development and Wellbeing Accord, signed on 5 February 2013.

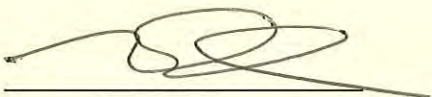
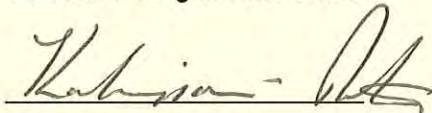
34. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.



David Smol
Chief Executive
Ministry of Business, Innovation and
Employment

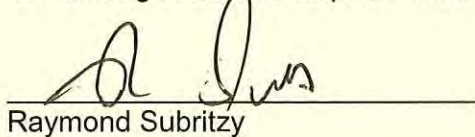
Date: 9 / 6 / 13

Te Mana o Ngāti Kuri Trust

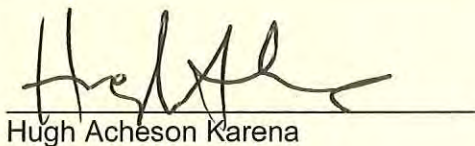


Date 7 / 7 / 14

Te Rūnanga Nui o Te Aupōuri Trust



Raymond Subritzky




Hugh Acheson Karena

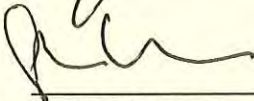
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TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Te Rūnanga o Ngāi Takoto



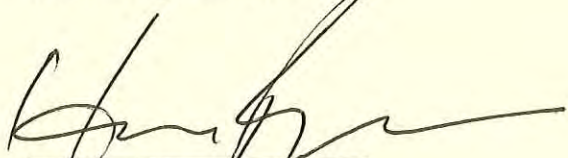
Rangitane Marsden


RT

Robert Tamati

Date: 19/8/13

Te Rūnanga o Te Rarawa



Haami Piripi



Malcolm Peri

Date: / /

**SCHEDULE 5:
TE HIKU O TE IKA IWI - DEPARTMENT OF INTERNAL AFFAIRS AGREEMENT**

Context

1. Ngā iwi o Te Hiku o Te Ika and the Department of Internal Affairs (the Department) (together “the parties”) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development of whānau, hapū and iwi of Te Hiku o Te Ika Iwi.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. Ngāi Takoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 22 of the overarching Accord.

Scope

7. The obligations in this portfolio agreement apply in respect of, and are limited to, those aspects of the Department’s Births, Deaths and Marriages functions that contribute to the Crown’s overall supply of information for the State of Te Hiku o Te Ika Social Development and Wellbeing Report.
8. The parties acknowledge that any registered information that may be provided is limited to that available through the information disclosure provisions of the Births, Deaths, Marriages, and Relationships Registration Act 1995.
9. The Parties may agree to add other items not involved in the scope of this portfolio agreement as mutually agreed when the Accord is reviewed every 3 years.

Vision

10. The Crown and Te Hiku o Te Ika Iwi have a shared vision:

The communities, whānau, hapū and iwi of Te Hiku O Te Ika are culturally, socially and economically prosperous. Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku O Te Ika i te oranga tonutanga, kia rānea.

11. The Department will make a contribution to the achievement of the shared vision.

Implementation

12. Within 4 months of the signing of this portfolio agreement, the Parties will agree the information required to be supplied by the Department to Te Hiku within the Crown's overall responsibility to provide comprehensive data for the Wellbeing Report.

13. Within 6 months of the signing of this portfolio agreement, and every five years thereafter by 31 March, the Department will supply the agreed information to Te Hiku o Te Ika Iwi for the Wellbeing Report.

Meetings

14. The Department and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations.

15. The Department will support the Minister of Internal Affairs' or their agreed delegate's attendance at the annual Taumata Rangatira Hui.

16. The Department and Te Hiku o Te Ika Iwi will meet at Te Kahui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as the agendas require, to discuss:

- a. opportunities for Te Hiku o Te Ika Iwi to access information registered with Births, Deaths and Marriages, and issues associated with that access including the limits of hapū and iwi identification within the existing data.
- b. future matters relating to births, deaths, and marriages, including identification of options to address any existing gaps in the collected data.
- c. the matters set out at clause 34 of the Social Accord.

17. The Chief Executive, Department of Internal Affairs or a delegated senior Manager will attend the biannual Te Kāhui Tiaki Whānau Hui, as the agendas require.

18. At an operational level, the Department and Te Hiku o Te Ika Iwi will hold more regular meetings including meetings where the Department is part of a Kaupapa Cluster group, as required to support the reporting of the achievement of the five yearly social wellbeing targets and priority outcomes and work programs every five years. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

Limits to the portfolio agreement, process for resolving matters, review provisions and process for varying the Accord

19. The limits to this portfolio agreement, the processes for reviewing provisions and processes for varying this portfolio agreement are specified in the overarching Te

TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.

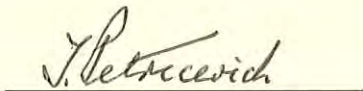
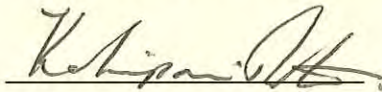
20. This portfolio agreement is to be read in conjunction with the Social Accord and is subject to it.
21. In reviewing this portfolio agreement every three years, the Department will discuss any new mutually agreed topic areas.
22. The relevant contact person with respect to this portfolio Agreement is the Registrar-General of Births, Deaths and Marriages).



Chief Executive
Department of Internal
Affairs


Date: 10/06/2013

Te Mana o Ngāti Kuri Trust



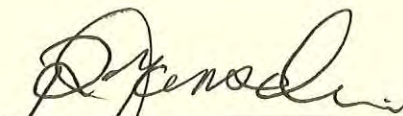
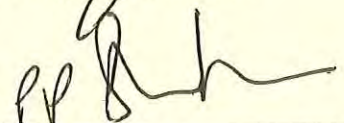
Date 7/2/14

Te Rūnanga Nui o Te Aupōuri Trust


Raymond Subritzky
Hugh Acheson Karena

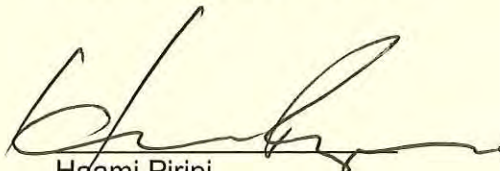

Date / /

Te Rūnanga o Ngāi Takoto


Rangitane Marsden
Robert Tamati

Date: 19/6/13

Te Rūnanga o Te Rarawa


Haami Piripi
Malcolm Peri

Date: / /

**SCHEDULE 6:
TE HIKU O TE IKA IWI - TE PUNI KŌKIRI AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi and Te Puni Kōkiri (together “the parties”) have agreed to pursue a relationship based on matters of mutual interest. This Māori Affairs portfolio agreement will provide a mechanism for building on the existing relationship between the parties.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. Ngāi Takoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the shared outcomes set out in clause **22** of the overarching Accord.

Agreements

7. The areas that the parties have agreed to collaborate on include, but are not limited to the matters set out in clauses **8-15** of this portfolio agreement.
8. Te Puni Kōkiri will support the Responsible Agency in organising the Crown’s engagement with Te Hiku o Te Ika Iwi as set out in the overarching Accord.
9. This support role will include using best endeavours to broker relationships between Te Hiku o Te Ika Iwi and other government agencies.

Information sharing

10. The parties will share relevant information provided that the information is not subject to an obligation of confidentiality or non-disclosure of information under the Official Information Act 1982 or the Privacy Act 1993.
11. Te Puni Kōkiri will provide any relevant information that Te Puni Kōkiri has compiled for the Five Yearly State of Te Hiku o Te Ika Wellbeing Report and the associated annual evaluation process, in accordance with clause **42** of the overarching Accord.

Policy

12. As part of its consultation activities, Te Puni Kōkiri will proactively engage with Te Hiku o Te Ika Iwi in relation to the development and implementation of policy in areas relating to the Māori Affairs portfolio and that directly affect Te Hiku o Te Ika iwi.
13. Te Puni Kōkiri engagement will be multi-tiered, involving both Head Office and Regional Office.

Internships and secondments

14. Te Puni Kōkiri and Te Hiku o Te Ika Iwi will discuss opportunities for internships and secondments between the parties.

Funding

15. Te Puni Kōkiri will explore options for supporting the wider funding requirements for Te Hiku o Te Ika Iwi engagement in the Accord.

Meetings

16. Te Puni Kōkiri and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities.
17. Te Puni Kōkiri will support the Minister of Māori Affairs' or their appropriate delegate's attendance at the annual Taumata Rangatira Hui.
18. Te Puni Kōkiri and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required, to discuss:
 - a. the matters set out at clauses **8-15** of this portfolio agreement;
 - b. issues that are presenting and the way in which both parties might assist each other to address these; and
 - c. the matters set out at clause **34** of the Accord.
19. The Chief Executive, Te Puni Kōkiri or a nominated senior official will attend the biannual Te Kāhui Tiaki Whānau Hui.
20. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

21. The limits to this portfolio Agreement, the processes for resolving matters, review provisions and processes for varying this portfolio Agreement are specified in and will be the same as the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.

22. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

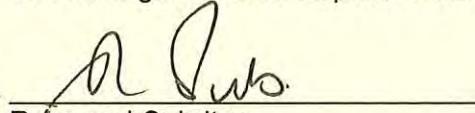
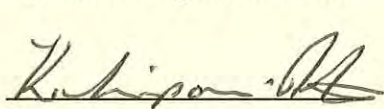
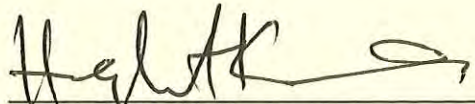
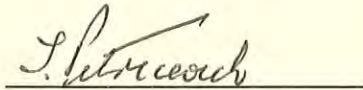


Chief Executive
Te Puni Kōkiri

Date: 19/6/13

Te Mana o Ngāti Kuri Trust

Te Rūnanga Nui o Te Aupōuri Trust

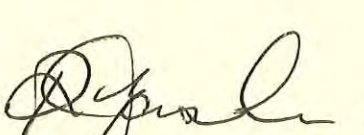
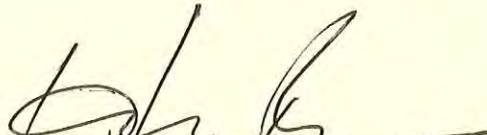
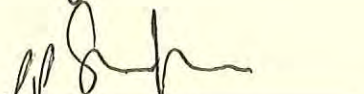
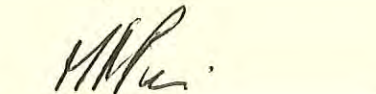

Raymond Subritzky
Hugh Acheson Karena

Date 7/2/14

Date / /

Te Rūnanga o Ngāi Takoto

Te Rūnanga o Te Rarawa


Rangitane Marsden
Haami Piripi
Robert Tamati
Malcolm Peri

Date: 19/6/2013

Date: / /

**SCHEDULE 7:
TE IWI O TE HIKU O TE IKA IWI - STATISTICS NEW ZEALAND
PORTFOLIO AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi and Statistics New Zealand (Stats NZ) (together the parties) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development of whānau, hapū and iwi of Te Hiku of Te Ika.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - (a) Ngāti Kuri;
 - (b) Te Aupōuri;
 - (c) Ngāi Takoto;
 - (d) Ngāti Kahu; and
 - (e) Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause **22** of the overarching Accord.

Scope

7. The obligations in this portfolio agreement apply in respect of those aspects of the Stats NZ's functions that contribute to the Crown's overall supply of official information.
8. The parties acknowledge that any information that may be provided is subject to the privacy and confidentiality provisions of the Statistics Act 1975.
9. The parties agree there will be no charge for information or support that Stats NZ provide to Te Hiku o Te Ika Iwi that it would normally provide publicly and freely.

10. The Parties may agree to add other items not involved in the scope of this Accord as mutually agreed when the Accord is reviewed every 3 years.

Vision

11. The Crown and Te Hiku of Te Ika Iwi have a shared vision:

The communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.	Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku o Te Ika i te oranga tonutanga, kia rānea.
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12. Stats NZ supports this vision.

Implementation

13. Within 4 months of the signing of this portfolio agreement, the Parties will discuss the information and support required to be supplied by Stats NZ to Te Hiku of Te Ika Iwi within the Crown's overall responsibility to provide comprehensive data for the Wellbeing Report.
14. Within 6 months of the signing of this portfolio agreement, and every five years thereafter by 31 March, Stats NZ will supply the agreed information, and provided advice and support to Te Hiku of Te Ika Iwi to assist in the development of the Wellbeing Report.

Meetings

15. Stats NZ and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this agreement to discuss mutual expectations.
16. Stats NZ and Te Hiku o Te Ika Iwi will also meet, as required, to discuss:
- (a) the information that Stats NZ will supply which will include:
 - (i) the Census Far North Iwi Profile, and the available individual profiles of Far North Iwi;
 - (ii) the Census Far North Region Profile; and
 - (iii) the Census Quick Stats About Māori Report;
 - (b) how Stats NZ could support to the Iwi on:
 - (i) how this data might be used;
 - (ii) how this data could be updated and improved;
 - (iii) how they might best collect their own hapū and iwi data; and
 - (iv) any other matters related to the monitoring of wellbeing in Te Hiku o Te Ika; and
 - (c) the matters set out at clause 34 of the Accord.
17. Stats NZ will support the Minister of Statistics or their delegate's attendance at the annual Taumata Rangatira Hui. The Government Statistician, Stats NZ or a

TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

delegated senior Manager will attend the biannual Te Kāhui Tiaki Whānau Hui, as the agendas require.

Limits to the portfolio agreement, review provisions and process for varying the Accord

18. The limits to this portfolio agreement, the processes for reviewing provisions and processes for varying this agreement are specified in the overarching Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
19. This portfolio agreement is to be read in conjunction with the Social Accord and is subject to it.

Dallas Welch

Acting Geoff Bascand *Dallas Welch*
Government Statistician
Statistics New Zealand

Date: *1/7/13*

Te Mana o Ngāti Kuri Trust

Kahipara

[Signature]

Date *7/2/14*

Te Rūnanga o Ngāi Takoto

Rangitane Marsden

Robert Tamati

Date: *19/6/13*

Te Rūnanga Nui o Te Aupōuri Trust

Raymond Subritzky

Hugh Acheson Karena

Date / /

Te Rūnanga o Te Rarawa

Haami Piripi

Malcolm Peri

Date: / /

