

NGĀ HAPŪ O TE IWI O WHANGANUI

and

TAKAPAU WHĀRIKI TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

2 May 2026

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9

TABLE OF CONTENTS


| | | |
|------|--|-----|
| 1. | NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS | 4 |
| 2. | STATEMENTS OF ASSOCIATION | 14 |
| 3. | DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION | 19 |
| 4. | CROWN MINERALS PROTOCOL | 27 |
| 5. | RELATIONSHIP AGREEMENTS | 36 |
| 5.1 | RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAU..... | 37 |
| 5.2 | TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES | 66 |
| 5.3 | JUSTICE SECTOR RELATIONSHIP AGREEMENT | 97 |
| 5.4 | RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES | 117 |
| 5.5 | RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI | 136 |
| 5.6 | RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA | 153 |
| 5.7 | RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO | 172 |
| 5.8 | RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA..... | 192 |
| 5.9 | RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN | 211 |
| 5.10 | RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND | 228 |
| 5.11 | RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA | 246 |
| 5.12 | RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT | 268 |
| 5.13 | RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA AOTEAROA | 288 |
| 6. | LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR PRIMARY INDUSTRIES | 305 |

DOCUMENTS

| | | |
|------|--|-----|
| 7. | LETTERS OF INTRODUCTION..... | 312 |
| 7.1 | LETTER OF INTRODUCTION – TRANSPOWER | 313 |
| 7.2 | LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION..... | 325 |
| 7.3 | LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI..... | 337 |
| 8. | TE MATA O TE RUA | 349 |
| 9. | TE MATATIKI | 356 |
| 10. | ENCUMBRANCES | 363 |
| 10.1 | MŌWHĀNAU SITE B RESTRICTIVE COVENANT | 364 |
| 10.2 | MŌWHĀNAU SITE C EASEMENT | 368 |
| 10.3 | FORMER ARAMOHO SCHOOL PROPERTY EASEMENT..... | 372 |
| 10.4 | FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO DRAIN WATER EASEMENT | 375 |
| 10.5 | FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO CONVEY WATER EASEMENT | 378 |
| 11. | LEASES FOR LEASEBACK PROPERTIES | 381 |
| 11.1 | TE PUNA HAPORI LEASE..... | 382 |
| 11.2 | WHANGANUI PRISON LEASE..... | 418 |
| 11.3 | WHANGANUI INTERMEDIATE SCHOOL LEASE..... | 448 |
| 11.4 | WHANGANUI COMMUNITY PROBATION CENTRE LEASE..... | 474 |
| 12. | WHANGANUI FOREST PROPERTY RIGHT..... | 500 |



**1. NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION
PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S
ACTIONS**



DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

Jean D'Arcy – Powataunga area (as shown on deed plan TTW-008-011)

Iwi Kōrero

1. The Powataunga area includes the Powataunga Scenic Reserve and the Jean Darcy Memorial Conservation Area within the Jean Darcy Memorial State Forest and it is placed on two blocks, Mangaporau and Puketotara. This area is (1565ha) and a place with many significant cultural and historical sites and significance for Ngā Hapū o Te Iwi o Whanganui.
2. In the title investigation for the Mangaporau block, it was said that Paerangi was involved in laying the watershed boundaries of Mangaporau. Prior to 1840 there were hunting grounds and eel weirs on this land and Puahineuru was a kāinga for bird snaring on the watershed in this block. Tarumoku was a lamphrey weir.
3. This reserve is also significant for Ngā Hapū o Te Iwi o Whanganui as their dead, and the dead of their Ngā Rauru Kīitahi whanaunga, were buried there. Rangitahoa was burnt there, as was the custom in ancient times.
4. Tauranga Piopio and Taumatarata were given as boundaries on this block between Ngarauru and Ngāti Hau. Taumatarata was described as being in the middle of the block. Taumatarata was named for Rata the son of Tahau, in the time of Porau it was known as Ru angarau. There was a traditional road that run through Taumatarata.
5. Other significant kāinga for Ngā Hapū o Te Iwi o Whanganui were Tawawakahinga. Tawawakahinga was named because tūpuna used to dry Tawa berries there. Hanangarau, Otopitopi is a kāinga on the Makakaho stream. Powataunga, Mareawakawakawa (Maruakawakawa) is a kāinga with karaka trees. Hawera was a lake, and Ngahautapu is a pā with a whare near it where Ngā Hapū o Te Iwi o Whanganui cultivated and Mahoe and Patoko are other pā named. There are Ngāti Hau burials at Patoko. Rakautakunu is another kāinga in the middle of this block that Ngā Hapū o Te Iwi o Whanganui lived in. Ngā Hapū o Te Iwi o Whanganui also had cultivations at Marutokotoko. There were further kāinga on the Rangitatau stream.
6. The Upokonui stream is named by Ngāti Hau as being the boundary. This stream is of significance to Ngā Hapū o Te Iwi o Whanganui because of its proximity to a sacred site of Tamakehu. Ngā Hapū o Te Iwi o Whanganui also had a waerenga (spiritual clearing on the land) on this whenua.
7. There was also an old track on the block called Wairiki and another called Puketotara with more cultivations. Ngāti Hau hunted kiwi, kakapo and pigs within the block. It is of note that the Powataunga Scenic Reserve is located in a southerly direction from Mataimoana. Mataimoana is significant to Ngā Hapū o Te Iwi o Whanganui.

Protection Principles

8. The following Protection Principles are directed to the Minister of Conservation avoiding harm to, or the diminishing of Ngā Hapū o Te Iwi o Whanganui values related to part Jean Darcy Memorial Conservation Area and the Powataunga Scenic Reserve, which falls within the Ngā Hapū o Te Iwi o Whanganui area:
 - a) Protection of wāhi tapu, indigenous flora and fauna, and the wider environment within the Powataunga area;

DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

- b) Recognition of the mana, kaitiakitanga and tikanga of Ngā Hapū o Te Iwi o Whanganui with regard to the Powataunga area;
- c) Respect for Ngā Hapū o Te Iwi o Whanganui tikanga and kaitiakitanga within the Powataunga area;
- d) Encouragement of respect for the association of Ngā Hapū o Te Iwi o Whanganui with the Powataunga area;
- e) Accurate portrayal of the association of Ngā Hapū o Te Iwi o Whanganui with the Powataunga area; and
- f) Recognition of the relationship of Ngā Hapū o Te Iwi o Whanganui with the wāhi tapu and wāhi whakahirahira, and active protection of the Powataunga area.

Director-General Actions

- 9. Pursuant to clause 8.24.4 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:
 - a) The Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngā Hapū o Te Iwi o Whanganui values related to the Powataunga area and will be encouraged to respect the association Ngā Hapū o Te Iwi o Whanganui have with the Powataunga area;
 - b) The Department of Conservation will engage with Takapau Whāriki regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngā Hapū o Te Iwi o Whanganui cultural information with the consent of Takapau Whāriki;
 - c) The Ngā Hapū o Te Iwi o Whanganui association with the Powataunga area will be accurately portrayed in all new Department of Conservation information and educational material related to the Powataunga area;
 - d) The Department of Conservation will work with Ngā Hapū o Te Iwi o Whanganui on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - e) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Takapau Whāriki will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
 - f) Any kōiwi or other taonga found or uncovered by the Department of Conservation within the Powataunga area will be left untouched and Takapau Whāriki informed as soon as possible to enable Ngā Hapū o Te Iwi o Whanganui to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;
 - g) The public will be informed that the removal of all rubbish and waste from the Powataunga area is required;

DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

- h) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- i) The Department of Conservation will ensure that Ngā Hapū o Te Iwi o Whanganui are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngā Hapū o Te Iwi o Whanganui.

Ahuahu area (as shown on deed plan TTW-008-010)

Iwi Kōrero

1. The Ahu Ahu Reserve is (1714ha) and is of significant cultural importance to Ngā Hapū o Te Iwi o Whanganui, particularly that part which includes the Ahuahu Stream and the Haehaekupenga Scenic Reserve.
2. The two tūpuna named for this area is Kahukurataupae and Hinewai. The rohe tupuna for the northern boundary for Ngāti Hineoneone, is the Ahuahu Stream. It is on the west side of Te Awa Tupua, the Whanganui River. Pamoana, a Ngāti Ruanui man married a woman of Ngā Hapū o Te Iwi o Whanganui and settled at Ahu Ahu and Te Tuhi.
3. The Ahu Ahu was also the name of a large cultivation that was worked by Ngāti Hineoneone. The tupuna Kakahu resided here and there was an eel weir here called Nga Purua, it was built in the middle of the Whanganui River and also used by the Ngāti Hineoneone. It was here on the Ahuahu that Kakahu broke up the canoes that belonged to the whānau of Huatau. There was also an eastern cultivation named Tu Whenua and cultivations on the western part were named Pakupakutea or Pukepukenui.
4. The taniwha kaitiaki here within the Ahu Ahu area is known as Manga-Puera. For many years the old Māori track between Waitōtara and the Whanganui River down the Ahuahu tributary was abandoned owing to a kaitiaki named Manga-puera that came from no one knows where and made his lair in a cave up the Ahuahu from which he rushed out on to travelling parties and usually succeeded in dragging two or three unfortunates back to his cave where he feasted upon them at his leisure. He had a decided preference for females. Tarawhiti a man was attacked by Manga-puera but he was ready and he severed the kaitiaki's hind claws. Now behold the kaitiaki roaring with pain and mad for revenge. He made a mighty sweep with his tail and brought down the tree, the man and the whole hill face – a huge landslide which is seen to this day. There the bones of both man and reptile are buried forever, and all that remains to remind us of those dread days of old is the landslide, the cave and the story.
5. Within this area, there are also many kāinga and urupā of Whanganui tūpuna located. Keepa Rangihwinui states that he created the Ahuahu reserves with the object of protecting the graves of his people.
6. Te Tuhi landing is the access point to the Ahu Ahu Valley. Historically, this was a fortified pā for Ngā Hapū o Te Iwi o Whanganui and was a main highway to Waitōtara.

Protection Principles

7. The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngā Hapū o Te Iwi o Whanganui values related to the Ahu Ahu Reserve, which falls within the Ngā Hapū o Te Iwi o Whanganui area:
 - a) Protection of wāhi tapu, indigenous flora and fauna, and the wider environment within the Ahu Ahu Reserve;

DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

- b) Recognition of the mana, kaitiakitanga and tikanga of Ngā Hapū o Te Iwi o Whanganui with regard to the Ahu Ahu Reserve;
- c) Respect for Ngā Hapū o Te Iwi o Whanganui tikanga and kaitiakitanga within the Ahu Ahu Reserve;
- d) Encouragement of respect for the association of Ngā Hapū o Te Iwi o Whanganui with the Ahu Ahu Reserve;
- e) Accurate portrayal of the association of Ngā Hapū o Te Iwi o Whanganui with the Ahu Ahu Reserve; and
- f) Recognition of the relationship of Ngā Hapū o Te Iwi o Whanganui with the wāhi tapu and wāhi whakahirahira, and active protection of the Ahu Ahu Reserve.

Director-General Actions

- 8. Pursuant to clause 8.24.4 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:
 - a) The Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngā Hapū o Te Iwi o Whanganui values related to the Ahu Ahu Reserve and will be encouraged to respect the association Ngā Hapū o Te Iwi o Whanganui have with the Ahu Ahu Reserve;
 - b) The Department of Conservation will engage with Takapau Whāriki regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngā Hapū o Te Iwi o Whanganui cultural information with the consent of Takapau Whāriki;
 - c) The Ngā Hapū o Te Iwi o Whanganui association with the Ahu Ahu Reserve will be accurately portrayed in all new Department of Conservation information and educational material related to the Ahu Ahu Reserve;
 - d) The Department of Conservation will work with Ngā Hapū o Te Iwi o Whanganui on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - e) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Takapau Whāriki will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
 - f) Any kōiwi or other taonga found or uncovered by the Department of Conservation within the Ahu Ahu Reserve will be left untouched and Takapau Whāriki informed as soon as possible to enable Ngā Hapū o Te Iwi o Whanganui to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;
 - g) The public will be informed that the removal of all rubbish and waste from the Ahu Ahu Reserve is required;

DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

- h) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- i) The Department of Conservation will ensure that Ngā Hapū o Te Iwi o Whanganui are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngā Hapū o Te Iwi o Whanganui.

Pitangi area (as shown on deed plan TTW-008-012)

Iwi Kōrero

1. The Pitangi Scenic Reserve and the Mangahowhi Conservation covers over 1097ha of whenua and is of significant cultural importance to Ngā Hapū o Te Iwi o Whanganui.
2. Pitangi was a fortified Pā belonging to Ngāti Hineoneone, Ngā Poutama and all the people who owned cultivations from Oawhiti to Wauteihi. They were the descendants of Tongahurumanu and others.
3. Pitangi Stream is a tapu stream for Ngāti Hineoneone due to the old fighting pā and mass graves upstream. This stream has not been touched by Whanganui hapū for generations and even today no food is collected from Pitangi given its significance to Ngā Hapū o Te Iwi o Whanganui and its tapu status.
4. Pitangi Stream is the rohe taupa, or southern boundary, of Ngāti Hineoneone. The name Pitangi tells of the cry of the Koekoeā, the long-tailed cuckoo, which is a migratory bird. Koekoeā migrate to a bush block at Pitangi Stream, they then fly to Te Tuhi (within the Ahu Ahu Reserve) and Tauakira land block in February to nest around Atene. The traditional kōrero of Ngā Hapū o Te Iwi o Whanganui describes how the Koekoeā enters a rotten tree and metamorphoses into a lizard upon leaving – Ka puta tana āhua he Mokomoko. The Koekoeā tail feathers are highly prized taonga for Ngā Hapū o Te Iwi o Whanganui and their whanaunga. Whanganui Māori signed the Te Tiriti o Waitangi with Koekoeā feather quills, indicating their significance and the corresponding significance of Pitangi for Ngā Hapū o Te Iwi o Whanganui.
5. A Hineoneone pā site is located upstream from the Pitangi Stream. This is also a place ravaged by sickness epidemic. Tautawai was also a pā on this land.
6. Waitere is a cultivation on the Ngāti Hineoneone side of the Pitangi Stream. Waitere is a ridge along the Whanganui River on the river side this ridge is very steep till you get by the Upokopoito rapid. Waitere is located above the settlement of Kahi Katoa. There are number of different cultivations at Waitere, one was called Rongokere and this was on high ground.
7. Tau Te Rata was a cultivation and settlement just before the Pitangi Settlement along the Whanganui River where kumara and Maori taewa were planted. The taewa planted there were parareka and tatairongo. Paratiki lived at Tau Te Rata with her husband Tama ki Runga. At Tau Te Rata there is a clump of harakeke planted all along the cultivations. It is also the name of a cultivation at Upokopoito.
8. There are two Paetawa, one is a locality where Ngā Hapū o Te Iwi o Whanganui tupuna gathered forest fruits and preserved birds. The other Paetawa is at Pitangi which is also in the bush around the Pitangi stream.
9. Nui, Wareia, Motukawa, Tipiri, Tuhoropenga No.2, Tumata, Rameka, Raurau, Tarawa, Rongotekaia, Taiawa Te Ope and others are tūpuna who all lived at Pitangi.

DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

Protection Principles

10. The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngā Hapū o Te Iwi o Whanganui values related to the Pitangi Scenic Reserve, which falls within the Ngā Hapū o Te Iwi o Whanganui area:
- a) Protection of wāhi tapu, indigenous flora and fauna, and the wider environment within the Pitangi Scenic Reserve, including the Pitangi Stream, and Mangahowhi Conservation Area;
 - b) Recognition of the mana, kaitiakitanga and tikanga of Ngā Hapū o Te Iwi o Whanganui with regard to the Pitangi Scenic Reserve, including the Pitangi Stream, and Mangahowhi Conservation Area;
 - c) Respect for Ngā Hapū o Te Iwi o Whanganui tikanga and kaitiakitanga within the Pitangi Scenic Reserve, including the Pitangi Stream, and Mangahowhi Conservation Area;
 - d) Encouragement of respect for the association of Ngā Hapū o Te Iwi o Whanganui with the Pitangi Scenic Reserve and Mangahowhi Conservation Area;
 - e) Accurate portrayal of the association of Ngā Hapū o Te Iwi o Whanganui with the Pitangi Scenic Reserve and Mangahowhi Conservation Area; and
 - f) Recognition of the relationship of Ngā Hapū o Te Iwi o Whanganui with the wāhi tapu and wāhi whakahirahira, and active protection of the Pitangi Scenic Reserve and Mangahowhi Conservation Area.

Director-General Actions

11. Pursuant to clause 8.24.4 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:
- a) The Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngā Hapū o Te Iwi o Whanganui values related to the Pitangi Scenic Reserve and Mangahowhi Conservation Area and will be encouraged to respect the association Ngā Hapū o Te Iwi o Whanganui have with the Pitangi Scenic Reserve and Mangahowhi Conservation Area;
 - b) The Department of Conservation will engage with Takapau Whāriki regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngā Hapū o Te Iwi o Whanganui cultural information with the consent of Takapau Whāriki;
 - c) The Ngā Hapū o Te Iwi o Whanganui association with the Pitangi Scenic Reserve and Mangahowhi Conservation Area will be accurately portrayed in all new Department of Conservation information and educational material related to the Pitangi Scenic Reserve and Mangahowhi Conservation Area;
 - d) The Department of Conservation will work with Ngā Hapū o Te Iwi o Whanganui on the design and location of any new signs to discourage inappropriate behaviour,

DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

- e) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Takapau Whāriki will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
- f) Any kōiwi or other taonga found or uncovered by the Department of Conservation within the Pitangi Scenic Reserve and Mangahowhi Conservation Area will be left untouched and Takapau Whāriki informed as soon as possible to enable Ngā Hapū o Te Iwi o Whanganui to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;
- g) The public will be informed that the removal of all rubbish and waste from the Pitangi Scenic Reserve and Mangahowhi Conservation Area is required;
- h) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- i) The Department of Conservation will ensure that Ngā Hapū o Te Iwi o Whanganui are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngā Hapū o Te Iwi o Whanganui.

Tokomaru East area (as shown on deed plan TTW-008-013)

- 12. The Tokomaru East Block Conservation Area overlay lies in the Tokomaru block. Tokomaru East Block Conservation Area is a large land block (518ha) located on the western side of the Whanganui river.

Iwi Kōrero

- 13. The Mangaiti trail through the Tokomaru Block was used to access inland Kai Iwi through this block. Kauarapaoa is situated on the Eastern side of this land block. Tawhitinui is a ridge located on the Tawhare block and runs north to the Tokomaru Trig.
- 14. The iwi and hapū associated with this whenua is Ngā Paerangi, Ngāti Rongomaitawhiri and Ngāti Rangipo (Ngāti Rangitapona). Tūpuna associated with this whenua are Tamahaia, Tamanga, Waiturangi and others. Ngā Hapū o Te Iwi o Whanganui have two links to two taonga (pounamu) that were found buried along one of the trails on the Tokomaru Block. One now sits in the possession of Ngā Paerangi.
- 15. Within Tokomaru there are cultivations and a number of urupā on this land block, Wakatauranga, Rakauwhatiwhati, Te Ripo and Pukemapo. There are tupuna buried at Wakatauranga and there is also believed to be a sacred place there as well as cultivations. Te Ripo is a large cultivation and puna wai that served the people of Otire. This is where an eponymous ancestor, Hineitera, was captured by relatives, taken to the river, killed and then taken to Tunuhaere. There is also a stream here called the Kahikatea stream.

Protection Principles

- 16. The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngā Hapū o Te Iwi o Whanganui values related to the Tokomaru East Block Conservation Area, which falls within the Ngā Hapū o Te Iwi o Whanganui area:

DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

- a) Protection of wāhi tapu, indigenous flora and fauna, and the wider environment within the Tokomaru East Block Conservation Area;
- b) Recognition of the mana, kaitiakitanga and tikanga of Ngā Hapū o Te Iwi o Whanganui with regard to the Tokomaru East Block Conservation Area;
- c) Respect for Ngā Hapū o Te Iwi o Whanganui tikanga and kaitiakitanga within the Tokomaru East Block Conservation Area;
- d) Encouragement of respect for the association of Ngā Hapū o Te Iwi o Whanganui with the Tokomaru East Block Conservation Area;
- e) Accurate portrayal of the association of Ngā Hapū o Te Iwi o Whanganui with the Tokomaru East Block Conservation Area; and
- f) Recognition of the relationship of Ngā Hapū o Te Iwi o Whanganui with the wāhi tapu and wāhi whakahirahira, and active protection of the Tokomaru East Block Conservation Area.

Director-General Actions

17. Pursuant to clause 8.24.4 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the Protection Principles:
 - a) The Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngā Hapū o Te Iwi o Whanganui values related to the Tokomaru East Block Conservation Area and will be encouraged to respect the association Ngā Hapū o Te Iwi o Whanganui have with the Tokomaru East Block Conservation Area;
 - b) The Department of Conservation will engage with Takapau Whāriki regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngā Hapū o Te Iwi o Whanganui cultural information with the consent of Takapau Whāriki;
 - c) The Ngā Hapū o Te Iwi o Whanganui association with the Tokomaru East Block Conservation Area will be accurately portrayed in all new Department of Conservation information and educational material related to the Tokomaru East Block Conservation Area;
 - d) The Department of Conservation will work with Ngā Hapū o Te Iwi o Whanganui on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - e) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Takapau Whāriki will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
 - f) Any kōiwi or other taonga found or uncovered by the Department of Conservation within the Tokomaru East Block Conservation Area will be left untouched and Takapau Whāriki informed as soon as possible to enable Ngā Hapū o Te Iwi o

DOCUMENTS

1: NGĀ HAPŪ O TE IWI O WHANGANUI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

Whanganui to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;

- g) The public will be informed that the removal of all rubbish and waste from the Tokomaru East Block Conservation Area is required;
- h) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
- i) The Department of Conservation will ensure that Ngā Hapū o Te Iwi o Whanganui are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngā Hapū o Te Iwi o Whanganui.

2. STATEMENTS OF ASSOCIATION

2: STATEMENTS OF ASSOCIATION

Aramoana Domain Recreation Reserve (as shown on deed plan TTW-008-001)

Aramoana Domain Recreation Reserve is situated over two land blocks, the Upokongaro block and the other in the Omaru Block. This area is (8.7ha) and a place with many significant cultural and historical sites and significance for Ngā Hapū o Te Iwi o Whanganui.

The Aramoana Domain Recreation Reserve is sacred to Ngā Paerangi. It contains a burial ground and cave, is near to important puna and was also a place where tupuna resided and collected kai from. It is located close to the Whanganui River Road and the Aramoana Lookout is situated in it.

This whenua was used extensively for cultivations and kāinga. A number of walking trails cross through this reserve, the old people from upriver would walk directly from Mahitihiti, on the Omaru block, to Upokongaro.

The well-known rapids within close proximity to this reserve are Punawhitu, Ramoku, and Auoha.

Lake Kohata Wildlife Management Reserve (as shown on deed plan TTW-008-006)

The Lake Kohata Wildlife Management Reserve is a significant fishing spot for Ngā Hapū o Te Iwi o Whanganui and was an important pathway to the coast, as the inter riverine area between Whangaehu and Whanganui rivers connected through this dune lake system. It contains an area of (13.7ha).

Lake Kohata was a pivotal source of kai for Ngāti Tumango. It contained a number of Pā, tuna, freshwater koura and noho kāinga around it.

The resource rights and interests of the collectives within Putiki Wharanui have their basis formed in their Paerangi whakapapa.

Ngāti Tumango rights were upheld alongside the awa and the tributaries that connect as well as in the dune lake system that traverses the inter riverine area.

The outlet Kaitoke Stream is also a significant fishing spot for Putiki and others. Important pathways to the coast also passed through the coastal wetlands down the coast between the Whangaehu and Whanganui Rivers.

When looking into the post-European contact period in the early 1800s, Putiki was bolstered by more permanent occupation and support from the Tūpoho leadership which supplemented the existing right holders. These rights were expressed by way of kāinga and pātuna around Roto Kaitoke, nohoanga adjacent to Lake Wiritoa and Lake Pauri.

Mystery Block Conservation Area (as shown on deed plan TTW-008-007)

The Mystery Block Conservation Area is a wāhi tapu where the ancestress Hineoneone resided prior to relocating to Atene. This whenua is placed within the Puketotara land block and contains (615ha).

This area was an important food source for gathering kai and hunting. Within the area are old pa sites, urupā and wāhi tapu.

It was the site of killings in the conflict between another iwi and hapū of Whanganui, including Ngāti Pāmoana. Within this area is the source of the Kauarapaoa stream. At the mouth of the Kauarapaoa Stream is Kemp's Pole, a boundary marker, where Major Kemp or Te Rangihwinui (a Ngā Hapū o Te Iwi o Whanganui leader who initially fought with colonial forces) declared the river upstream of the pole closed to all Europeans travelling without his permission.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

The name Kauarapaoa was given to this area and the stream by Kupe. Kupe's servant Arapaoa drowned when swimming across the river to gather kai. Kupe gave the area the name 'Kauarapaoa' meaning 'to swim, Arapaoa.' He is also referred to sometimes as Arapawa. There is a well-known kaitiaki at the mouth of Kauarapaoa stream.

Owairua Scenic Reserve (as shown on deed plan TTW-008-008)

The Ōwairua Scenic Reserve is located on the Waharangi block within division six (6). The original name for the Waharangi 6 block is Te Autumutu. In the investigation of title, the three main ancestors for this division of the block were given as Rapa, Tai Kimihia and Tiko.

Close to the Reserve there was a kāinga called Whakatakikua, bird snares, cultivations and a rapid called Te Autumutu.

Other important battles occurred here, a number within this division of Waharangi. Marama Takirangi was killed in the nearby Kaukore stream.

Raukawa Scenic Reserve (as shown on deed plan TTW-008-002)

The Raukawa Scenic Reserve is located on the Ohotu 6D1 block. The original name for the Ohotu 6D block is Wetaweta. In the investigation of title held on the 8 April 1879, evidence was given that the two main ancestors for this block were Hinerau and Te Haupatahi, a sister and brother, with Hinerau being the elder of the two.

There were kainga called Hingahinau, Whitiwhiti, Pukeaka, bird snares, cultivations and an eel weir called Korotete. Peaches were planted at Whitiwhiti on the west side of Mangawhero just opposite Wetaweta.

Whitiwhiti kainga belonged to tupuna Paratene and Rehe and Te Keepa Riki. Keepa said this Wetaweta land belonged to him thru (through) Hinerau. The boundaries of this land were described as commencing at Katamo following along to Aramahoe ridge to Pukeke, a kainga still, along that ridge (Aramahoe) to Pukerarauhe then along the boundary of Ohotu to the Mangawhero, just above the rapid in that river called Te Aotitara then down the Mangawhero to starting place. Tupuna described going on to this land, and being taken along the principal boundaries of Wetaweta.

Pukeaka was a kainga. Wetaweta was another kainga. Aramahoe another kainga, where there was an eel weir in the Mangawhero called Korotete, and just below Aramahoe eels were sat in the eel weir.

The Raukawa Scenic Reserve also flanks the left bank of Te Rere o Raukawa. Close below this reserve is a track that joined the Mangawhero and Whanganui Rivers. A whare called Tari O Maui stood at (H)auraki on the Mangawhero just above Te Rere o Raukawa. A house of the same name was also erected at Otumaire, after the battle of Moutoa Island.

Taukoro Conservation Area (as shown on deed plan TTW-008-003)

Taukoro Conservation Area falls within the Paratieke Block and part of the Taukoro State Forest Reserve within the Nga Pukewhakapu Block. This area is 335ha and a place with many significant cultural and historical sites of significance for Ngā Hapū o Te Iwi o Whanganui.

The Taukoro Conservation Area is of historical, cultural and traditional significance to the descendants of Pamoana. Pamoana is one of the tupuna from whom Ngāti Pamoana hapū descend.

2: STATEMENTS OF ASSOCIATION

Pamoana is the name of the highest trig station on the block. The Taukoro Stream is a significant part of the Mangawhero fishery, which includes eels and koaro. Wetlands are significant and abundant in the area and contain plenty of wood in them, proving that there were forest growing in the area and on the flats.

The surrounding area was extensively cultivated by hapū, with sites located at Pukekahu, Paratieke, Wainui and Areroatero. The native bush was utilised for bird snaring, with sites located at Tukuhouhunga, Tekokete and Te Mania. Other resources accessed in the area were timber for waka building and fern root.

There were many kāinga and pā, including Paratieke and Waipipi. Pipipi was one of the named urupā.

Taunoka Conservation Area (as shown on deed plan TTW-008-009)

The Taunoka Conservation Area is placed within the Whakaihuwaka block and contains an area of (243ha).

There are number of identified wāhi tapu that sit within Taunoka Conservation Area. Affiliations to this whenua are Ngāti Pourua, Ngāti Kura and Ngāti Hau.

Mangataunoka stream runs alongside the Taunoka Conservation area, there were pā sites, cultivation sites and eel weirs. One of these was named Te Pua. Te Pua was also the name of a rapid. Ngawaierua was the name of one of the weirs at Te Pua and Matini of Kurawhatia used this pā tuna. The other names of the pā tuna at Te Pua rapid are Tokanui, Pipipi, Kotare, Ngawaierua, Otuae and Tokawhakauro. There were people killed in this area, and there is a burial ground at the mouth of the Mangataunoka Stream called Otata and another in close proximity called Poroporoaki.

Te Komai Conservation Area (as shown on deed plan TTW-008-004)

Te Kōmai Conservation Area is an area of significance within the Tauakira Block. This area is (68ha) and a place with many significant cultural and historical sites and significance for Ngā Hapū o Te Iwi o Whanganui.

The hapū that affiliate to this block are Ngāti Waikarapu, Ngāti Hineoneone, Ngāti Rangitapona Ngāti Tinirau, Ngāti Hurumatakina, Ngāti Pamoana, Ngāti Whitikai, Ngāti Urutaia, Ngāti Hinemokai, and Ngāti Ruwai. Rora Potaka, speaking in the Native Land Court title investigation for the Taonui, Wharepu and Maraetaua blocks claimed her hapū here to be Ngāti Urutaia and Ngāti Rangitapona.

Te Komai is located at a junction point along the old tracks that Whanganui tūpuna used when travelling between the Whanganui and Mangawhero Rivers and the hinterland to visit relations and hunt. At an early stage the Ngāti Pamoana families of Koriniti and Operiki intermarried with the descendants of Uenuku Manawawiri of Paerangi descent, forging alliances and access to an abundance of natural resources. It was said to take 2 days for a man carrying a load to walk from Operiki to the Otumauma block. Te Komai is approximately halfway between these places.

Resting places and camp sites along ancestral tracks were common. Paetawa is a forest below the Komai Ridge where forest fruits and birds were collected and taken to Pitangi to be preserved. During times of intertribal fighting large proportions of the population would leave the Operiki area and migrate to the Mangawhero, this migration was called 'Heke'. The main stream that provided fresh water and food sources to Te Komai is the Raupiu Stream which in turn flows into the Mangawhero. Places of significance in the vicinity include the Waipapa Kainga, the principal settlement of Urutaia and Tapapakura. A house called 'Te Kapuawhakarito' stood at Waipapa.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Urutaia and her husband Tapuiterawa had a residence called Ngapuke o Hinepane on this block. The location of Ngapuke o Hinepane is illusive but believed to be nearby.

In 1893, the whānau with a close affiliation to the area were said by Hawira Rehe to be the descendants of Manukaki, Whitikai and some of those descending from Hinetore and Hinerau. Along with his own Hawira Rehe mentions the following families: Rupuha, Tuka and Broughton.

**3. DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION
AND THE DIRECTOR-GENERAL OF CONSERVATION**

Handwritten initials/signature

DOCUMENTS

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

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

1 INTRODUCTION

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

1.1.1 Ngā Hapū o Te Iwi o Whanganui (the **settling group**); and

1.1.2 Takapau Whāriki Trust (**Takapau Whāriki**).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the **statutory areas**):

1.2.1 Lake Kohata Wildlife Management Reserve (as shown on deed plan TTW-008-006);

1.2.2 Mystery Block Conservation Area (as shown on deed plan TTW-008-007);

1.2.3 Owairua Scenic Reserve (as shown on deed plan TTW-008-008); and

1.2.4 Taunoka Conservation Area (as shown on deed plan TTW-008-009).

1.3 Those statements of association are –

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [Ngā Hapū o Te Iwi o Whanganui Claims Settlement Act [year]], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of Takapau Whāriki concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to each of the following activities (the **identified activities**):

2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:

2.2.2 preparing a national park management plan under the National Parks Act 1980:

2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants:

(b) to eradicate pests, weeds, or introduced species:

DOCUMENTS

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

- (c) to assess current and future visitor activities:
- (d) to identify the appropriate number and type of concessions:

2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river: and

2.2.5 locating or constructing structures, signs, or tracks.

2.3 The Minister and the Director-General of Conservation must, when consulting Takapau Whāriki under clause 2.1, provide Takapau Whāriki with sufficient information to make informed decisions.

3 LIMITS

3.1 This deed –

3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and

3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.4 is subject to the settlement legislation.

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if –

4.1.1 Takapau Whāriki, the Minister of Conservation, and the Director-General of Conservation agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure Takapau Whāriki continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

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

Department of Conservation
Conservation House
Whare Kaupapa Atawhai

DOCUMENTS

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

18 Manners Street
Wellington 6011
PO Box 10420
The Terrace
Wellington 6143.

6 AMENDMENT

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

7 NO ASSIGNMENT

7.1 Takapau Whāriki may not assign its rights under this deed.

8 DEFINITIONS

8.1 In this deed –

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

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

deed of settlement means the deed of settlement dated [date] between the settling group, Takapau Whāriki Trust, and the Crown; and

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

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

Minister means the Minister of Conservation; and

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

settling group and **Ngā Hapū o Te Iwi o Whanganui** have the meaning given to them by the deed of settlement; and

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

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

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

Takapau Whāriki has the meaning given to it by the deed of settlement; and

writing means representation in a visible form and on a tangible medium (such as print on paper) and includes communication by electronic means.


22
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DOCUMENTS

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

9 INTERPRETATION

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


23
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DOCUMENTS

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

SIGNED as a deed on [date]

SIGNED for and on behalf of
THE CROWN by

The Minister of Conservation
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

The Director-General of Conservation
in the presence of:

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

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

SCHEDULE

Copies of Statements of Association

Lake Kohata Wildlife Management Reserve (as shown on deed plan TTW-008-006)

The Lake Kohata Wildlife Management Reserve is a significant fishing spot for Ngā Hapū o Te Iwi o Whanganui and was an important pathway to the coast, as the inter riverine area between Whangaehu and Whanganui rivers connected through this dune lake system. It contains an area of (13.7ha).

Lake Kohata was a pivotal source of kai for Ngāti Tumango. It contained a number of Pā, tuna, freshwater koura and noho kāinga around it.

The resource rights and interests of the collectives within Putiki Wharanui have their basis formed in their Paerangi whakapapa.

Ngāti Tumango rights were upheld alongside the awa and the tributaries that connect as well as in the dune lake system that traverses the inter riverine area.

The outlet Kaitoke Stream is also a significant fishing spot for Putiki and others. Important pathways to the coast also passed through the coastal wetlands down the coast between the Whangaehu and Whanganui Rivers.

When looking into the post-European contact period in the early 1800s, Putiki was bolstered by more permanent occupation and support from the Tūpoho leadership which supplemented the existing right holders. These rights were expressed by way of kāinga and pātuna around Roto Kaitoke, nohoanga adjacent to Lake Wiritoa and Lake Pauri.

Mystery Block Conservation Area (as shown on deed plan TTW-008-007)

The Mystery Block Conservation Area is a wāhi tapu where the ancestress Hineoneone resided prior to relocating to Atene. This whenua is placed within the Puketotara land block and contains (615ha).

This area was an important food source for gathering kai and hunting. Within the area are old pa sites, urupā and wāhi tapu.

It was the site of killings in the conflict between another iwi and hapū of Whanganui, including Ngāti Pāmoana. Within this area is the source of the Kauarapaoa stream. At the mouth of the Kauarapaoa Stream is Kemp's Pole, a boundary marker, where Major Kemp or Te Rangihwinui (a Ngā Hapū o Te Iwi o Whanganui leader who initially fought with colonial forces) declared the river upstream of the pole closed to all Europeans travelling without his permission.

The name Kauarapaoa was given to this area and the stream by Kupe. Kupe's servant Arapaoa drowned when swimming across the river to gather kai. Kupe gave the area the name 'Kauarapaoa' meaning 'to swim, Arapaoa.' He is also referred to sometimes as Arapawa. There is a well-known kaitiaki at the mouth of Kauarapaoa stream.

Owairua Scenic Reserve (as shown on deed plan TTW-008-008)

The Ōwairua Scenic Reserve is located on the Waharangi block within division six (6). The original name for the Waharangi 6 block is Te Autumutu. In the investigation of title, the three main ancestors for this division of the block were given as Rapa, Tai Kimihia and Tiko.

DOCUMENTS

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

Close to the Reserve there was a kāinga called Whakatakikua, bird snares, cultivations and a rapid called Te Autumutu.

Other important battles occurred here, a number within this division of Waharangi. Marama Takirirangi was killed in the nearby Kaukore stream.

Taunoka Conservation Area (as shown on deed plan TTW-008-009)

The Taunoka Conservation Area is placed within the Whakaihuwaka block and contains an area of (243ha).

There are number of identified wāhi tapu that sit within Taunoka Conservation Area. Affiliations to this whenua are Ngāti Pourua, Ngāti Kura and Ngāti Hau.

Mangataunoka stream runs alongside the Taunoka Conservation area, there were pā sites, cultivation sites and eel weirs. One of these was named Te Pua. Te Pua was also the name of a rapid. Ngawaierua was the name of one of the weirs at Te Pua and Matini of Kurawhatia used this pā tuna. The other names of the pā tuna at Te Pua rapid are Tokanui, Pipipi, Kotare, Ngawaierua, Otauae and Tokawhakauro. There were people killed in this area, and there is a burial ground at the mouth of the Mangataunoka Stream called Otata and another in close proximity called Poroporoaki.

4. CROWN MINERALS PROTOCOL



DOCUMENTS

4: CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR RESOURCES REGARDING CONSULTATION WITH NGĀ HAPŪ O TE IWI O WHANGANUI BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between the trustees of the Takapau Whāriki Trust ("Takapau Whāriki") and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Resources (the "Minister") would issue a Protocol (the "Protocol") setting out how the Ministry of Business, Innovation and Employment (the "Ministry") will consult with Takapau Whāriki on matters specified in the Protocol.
- 1.2 Both the Ministry and Takapau Whāriki are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi and Te Tomokanga ki Te Matapihi which underpins the parties as they move forward as partners, connecting with whānau, Hapū, Iwi and whenua within the Protocol Area.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the "Act") requires all persons exercising functions and powers under the Act shall have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. In accordance with Section 14(1) of the Act, the minerals programme gives effect to Section 4 of the Act.
- 1.4 The Minister and the Ministry recognises Takapau Whāriki representing Ngā Hapū o Te Iwi o Whanganui.
- 1.5 Ngā Hapū o Te Iwi o Whanganui are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area. The Protocol Area does not include the area covered by Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, over which Te Pou Tupua exercises functions under the Act on behalf of the hapū and iwi of the Whanganui River. Notwithstanding that, it is acknowledged that Ngā Hapū o Te Iwi o Whanganui are tāngata whenua within that area too.

2 PURPOSE OF THIS PROTOCOL

- 2.1 In relation to minerals administered in accordance with the Act in the Protocol Area, with the intent of upholding the relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry, as underpinned by Te Tomokanga ki Te Matapihi, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Takapau Whāriki will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

4: CROWN MINERALS PROTOCOL

3 PROTOCOL AREA

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

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section 26 to 30 of [] (the "Settlement Legislation") that implements clauses 8.12 to 8.14.2 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

5 CONSULTATION

- 5.1 The Minister will ensure that Takapau Whāriki is consulted by the Ministry:

New minerals programmes

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

Petroleum exploration permit block offers

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

Other petroleum permit applications

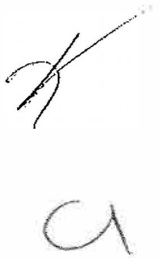
- (c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(b);

Amendments to petroleum permits

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

Permit block offers for Crown owned minerals other than petroleum

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



4: CROWN MINERALS PROTOCOL

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

Newly available acreage

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

Amendments to permits for Crown owned minerals other than petroleum

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

Gold fossicking areas

- (i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Takapau Whāriki and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

6 IMPLEMENTATION AND COMMUNICATION

6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with Takapau Whāriki in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Ngā Hapū o Te Iwi o Whanganui.

6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Takapau Whāriki in each case are:

- (a) ensuring that Takapau Whāriki is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) providing Takapau Whāriki with sufficient information to make informed decisions and submissions;
- (c) ensuring that sufficient time is given for the participation of Takapau Whāriki in the decision-making process and to enable it to prepare its submissions; and
- (d) ensuring that the Ministry will approach the consultation with Takapau Whāriki with an open mind and will genuinely consider the submissions of Ngā Hapū o Te Iwi Whanganui.



7 DEFINITIONS

7.1 In this Protocol:

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

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

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

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

Deed of Settlement means the Deed of Settlement dated [] between the Crown and Ngā Hapū o Te Iwi o Whanganui;

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

Minister means the Minister for Resources;

Ministry means the Ministry of Business, Innovation and Employment;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2025

Ngā Hapū o Te Iwi o Whanganui has the meaning set out in clauses 11.7 to 11.10.3 of the Deed of Settlement;

petroleum means—

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

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

DOCUMENTS

4: CROWN MINERALS PROTOCOL

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

Te Tomokanga ki Te Matapihi has the same meaning as in the Deed of Settlement.

ISSUED ON []

SIGNED for and on behalf of

THE SOVEREIGN

in right of New Zealand by

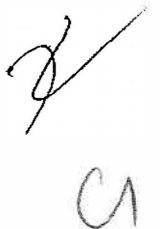
the Minister for Resources.

WITNESS

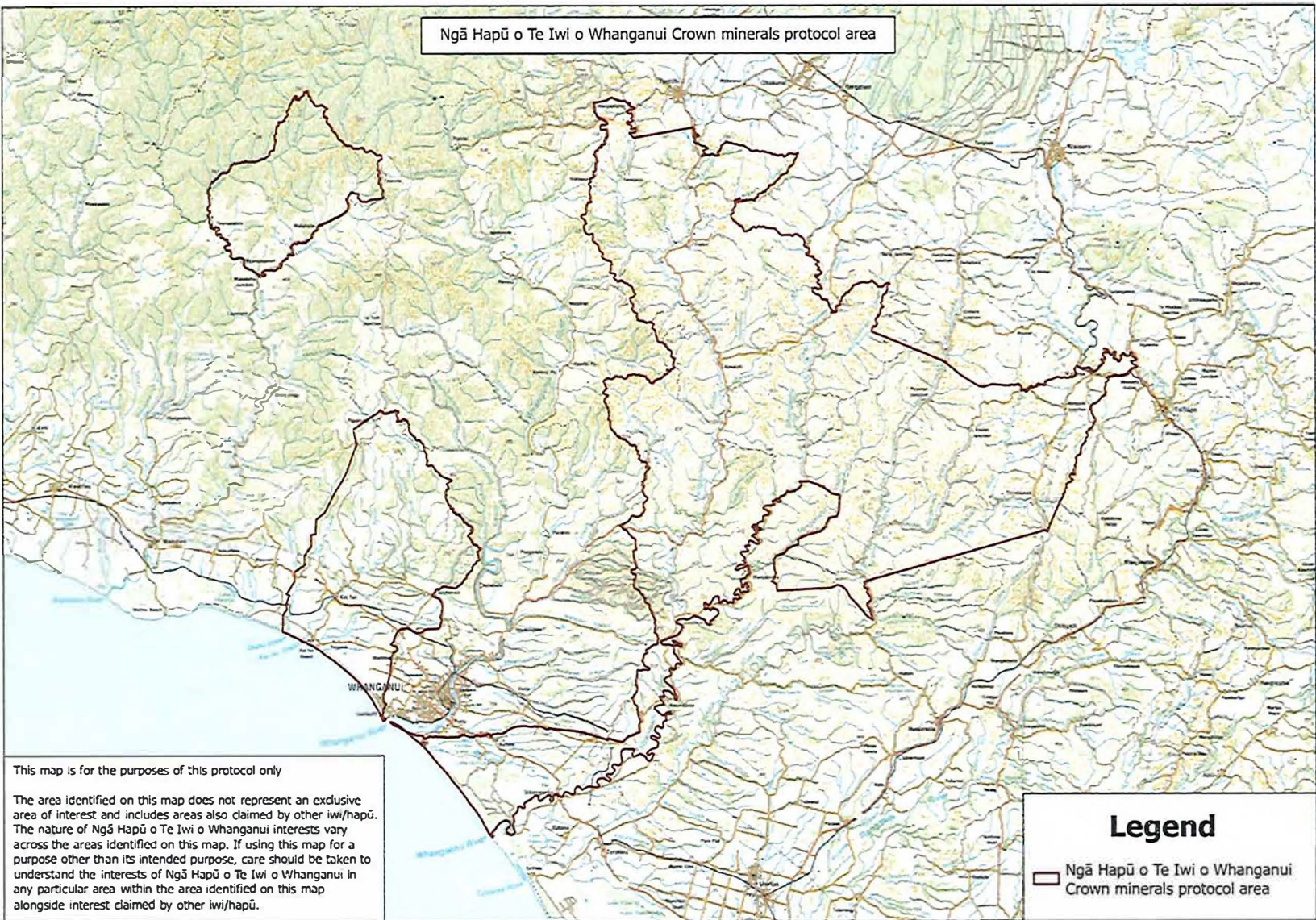
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ATTACHMENT A
PROTOCOL AREA MAP



DOCUMENTS

4: CROWN MINERALS PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

- 1.1 The Minister or Takapau Whāriki may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Takapau Whāriki, in accordance with Te Tomokanga ki Te Matapihi.

2. Noting

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

but the addition:

- 2.1.3 is for the purpose of public notice only; and
- 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section 14).

3. Limits

- 3.1 This Protocol does not –
 - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section []); or
 - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of [] or a representative entity (section []); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section []); or
 - 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section []).]
- 3.2 In this summary of the Terms of Issue, “representative entity” has the same meaning as it has in the Deed of Settlement.

DOCUMENTS

4: CROWN MINERALS PROTOCOL

4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, [] may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section []).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 8.19.1).

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5. RELATIONSHIP AGREEMENTS



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DOCUMENTS

5.1 RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION –
TE PAPA ATAWHAI



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DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA
ATAWHAI

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

TAKAPAU WHĀRIKI TRUST as the body representative for **NGĀ HAPŪ O TE IWI O
WHANGANUI**

and

the **MINISTER OF CONSERVATION** and the **DIRECTOR-GENERAL OF
CONSERVATION** (for the Crown)

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

| | |
|--|---|
| Ko te rangawhenua te mātāpuna o te ora | Our nationhood sustains us, |
| Mai te whare toka ki te tokatū | our tribal domain dictates our worldview, |
| He matapihi ki uta, ki tai, ki te ao | our culture and economy sustain and elevate |
| He ao āpōpō, he ao tea | our mana motuhake and tino rangatiratanga, |
| | our legacy, our aspirations, our future |

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te **Matapihi** is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te **Tomokanga ki Te Matapihi** is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – Te Uku and Te Rino.

Te **Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te **Rino** is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with us and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Department of Conservation as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Department of Conservation.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Department of Conservation.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

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DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

TABLE OF CONTENTS

| | |
|--|----|
| TIMATA: TE TOMOKANGA KI TE MATAPIHI | 1 |
| NGĀ MĀTĀPONO | 2 |
| TUPUA TE KAWA | 2 |
| 1.0 THE PARTIES | 4 |
| 2.0 BACKGROUND AND PURPOSE | 4 |
| 3.0 GIVING LIFE TO TE TOMOKANGA KI TE MATAPIHI AND NGĀ MĀTĀPONO | 5 |
| 4.0 ENGAGEMENT | 7 |
| 5.0 ANNUAL RELATIONSHIP MEETING AND STRATEGIC COLLABORATION | 8 |
| 6.0 INFORMATION SHARING | 10 |
| 7.0 COMMUNICATION | 11 |
| 8.0 CONTACTS | 12 |
| 9.0 OFFICIAL INFORMATION | 12 |
| 10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS | 12 |
| 11.0 TERMS OF AGREEMENT | 13 |
| 12.0 SPECIAL CONDITIONS | 13 |
| 13.0 REVIEW AND AMENDMENT | 13 |
| 14.0 DISPUTE RESOLUTION PROCESS | 14 |
| 15.0 DEFINITIONS | 14 |
| Schedule One – Provisions for Public Conservation Lands and Waters and Department of Conservation activity | 16 |
| APPENDIX ONE – NGĀ HAPŪ O TE IWĪ O WHANGANUI SETTLEMENT REDRESS AREA | 23 |
| APPENDIX TWO – TE MANA RARAUNGA CHARTER | 24 |

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui (**Takapau Whāriki**)); and
- (b) The Minister of Conservation and the Director-General of Conservation (Director-General), who represent the Crown and the Department of Conservation / Te Papa Atawhai (the **Department**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and wellbeing of the whenua within the Settlement Redress Area.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Department with whānau, hapū, iwi and whenua; and
- (c) facilitate, by improving the health and wellbeing of the whenua, improvements to the wellbeing of the whānau and hapū of Whanganui, thereby re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also acknowledge that their engagement will demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
 - (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.
- 2.5 The parties acknowledge that the Department’s functions are set out under legislation including the Conservation Act 1987 and the Acts listed in its Schedule, and include managing “for conservation purposes, all land, and all other natural and historic resources”. As provided in section 4 of the Conservation Act 1987, the “Act shall be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi”.
- 2.6 This Agreement, including its schedules, should be read subject to the Ngā Hapū o Te Iwi o Whanganui Deed of Settlement. This Agreement will apply within the Settlement Redress Area as shown at Appendix One.
- 3.0 GIVING LIFE TO TE TOMOKANGA KI TE MATAPIHI AND NGĀ MĀTĀPONO**
- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono within the Ngā Hapū o Te Iwi Settlement Redress Area as part of an enduring relationship, in the manner as outlined and mutually agreed, in Table One below and as set out in this agreement.
- 3.2 The Department of Conservation, through this relationship agreement, seeks to have a strong enduring relationship that recognises the mana of Takapau Whāriki and Ngā Hapū o Te Iwi o Whanganui. It considers that the commitments outlined in Table 1 will provide guidance towards achieving this and Te Tomokanga ki Te Matapihi and Ngā Mātāpono will be given life and supported as set out in this relationship agreement.

Table 1: Department of Conservation journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui – Ngā Mātāpono | Commitments reached |
|--|--|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one’s word and the truth of its expression</p> | <ul style="list-style-type: none"> • Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui. • To understand the meaning of Te Tomokanga ki Te Matapihi in order for the Department’s officials within the tribal domain to promote understanding to all parts of the Department of Conservation and to conservation stakeholders (including the Conservation Board and the New Zealand Conservation Authority) as appropriate. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui. • Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono. |

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DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

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| | <ul style="list-style-type: none"> • A focus on building and maintaining a strong relationship in practice, that complements legal contracts or agreements, including those in the Deed of Settlement. • Engagement based on the principle of Mana ki te mana, Mahi ki te Mahi. • Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship. • Identify shared goals and values, and develop strategies to achieve them together. • Continual exploration of new ways to work together and enhance the partnership. |
| <p>Toitū Te Mana Relationship of Authority</p> <p>The recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.</p> | <ul style="list-style-type: none"> • Recognise Ngā Hapū o Te Iwi o Whanganui as mana whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system and adopting a collaborative approach to finding solutions. • Respect the rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions. • Support opportunities to engage in a way that aligns with Ngā Mātāpono and values the contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui. • Provide for discussion of long-term strategic objectives for the relationship, an annual relationship meeting involving senior staff from the Department and Ngā Hapū o Te Iwi o Whanganui, and discussion of an annual work plan to progress the strategic objectives (refer to part 5 of this Relationship Agreement). • Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi. • Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programmes that affect their iwi, hapū, whānau, and community within the rohe. • Commitment towards successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe. • To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover. • To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui and for the whenua. • To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which |

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

| | |
|---|---|
| | respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui. |
| <p>Toitū Te Whenua Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, te taiao and its health and well-being.</p> | <ul style="list-style-type: none"> • Through the Department's exercise of its functions, including promoting the benefits of the conservation of natural and historic resources to present and future generations. • Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui and the health and wellbeing of the whenua/taiao. • Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for future generations. • Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao. • To understand and be able to appropriately consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see our work through this lens. • Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. • To uphold its status as in the relationship and act according to the principles of Tupua Te Kawa. |

4.0 ENGAGEMENT

4.1 The Parties will work together in good faith to identify where a policy or programme, within the Department's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their rohe.

4.2 The Parties commit to engaging with each other through the following mechanisms:

- (a) attend an **annual relationship meeting** as set out in clauses 5.5 to 5.9;
- (b) collaborate and develop **strategic objectives and an annual work plan** as set out in clauses 5.1 to 5.4 and 5.10 to 5.20 respectively; and
- (c) hold meetings as required at both strategic and operational levels as mutually agreed.

5.0 ANNUAL RELATIONSHIP MEETING AND STRATEGIC COLLABORATION

Strategic Objectives

5.1 As soon as is practicable after the signing of this Agreement the Parties will meet to discuss long-term Strategic Objectives for their relationship across the Settlement Redress Area (**Strategic Objectives**).

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DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- 5.2 For the Department this would involve District Operations Managers and Regional Operations Director or Directors (or Tier 3 and 4 equivalent).
- 5.3 It is expected that within the Settlement Redress Area, the Strategic Objectives will guide the Department and Takapau Whāriki towards an effective relationship by establishing a framework of high-level priorities for their relationship.
- 5.4 Unless otherwise agreed, within 6 months of their first meeting referred to in 5.4, the Parties will:
- (a) agree the strategic objectives; and
 - (b) agree the scope of the first annual work plan by which the Parties intend to achieve the strategic objectives.

Annual Relationship Meeting

- 5.5 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.6 The Parties may mutually agree not to hold annual relationship meetings.
- 5.7 Unless otherwise agreed, at least once a year, Takapau Whāriki will meet with senior staff of the Department within the Settlement Redress Area for the purposes of:
- (a) monitoring the progress of the long-term strategic objectives; and
 - (b) discussing any other matters they may wish to raise relating to conservation management within the settlement redress area.
- 5.8 From the Department, this would include the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent).
- 5.9 The Parties agree that a senior representative of Takapau Whāriki will participate in an annual relationship meeting.

Administrative arrangements and agenda

- 5.10 Before each relationship meeting held in accordance with clause 5.5 and 5.7, representatives of Takapau Whāriki and the Department will agree on the administrative arrangements for the meeting including the agenda.
- 5.11 Agenda items should include:
- (a) the annual priorities for the Department, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki;
 - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party);
 - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party);

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (d) the status of any statutory or non-statutory planning documents that have an impact in the settlement redress area, including any planned or potential reviews;
- (e) review of any work plan developed under clause 5.13;
- (f) opportunities for collaboration between the Department and Takapau Whāriki;
- (g) any other matters of mutual interest; and
- (h) next steps, including any further meeting dates required to review aspects of the Department's work programme or any new policies or processes that may be of interest to Takapau Whāriki.

5.12 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.

Work Plan

5.13 As a result of the annual relationship meetings, held in accordance with clause 5.7, and as part of other relationship meetings held in accordance with clause 5.17, the Parties may develop a Work Plan.

5.14 The work plan will be mutually agreed by Takapau Whāriki and the Department and will reflect agreed priorities, resources and the specific functions and duties of the parties.

5.15 The parties acknowledge that each undertakes separate business planning processes prior to the beginning of each new financial year or relevant planning period. These business planning processes determine Takapau Whāriki and the Department's work priorities and commitments for the year or relevant planning period.

5.16 For the Department, the initial business planning processes where forward work programmes are identified largely sit with the District Operations Managers (or Tier 4 equivalent).

5.17 The relevant District Operations Managers (or Tier 4 equivalent) and representatives of Takapau Whāriki will therefore meet at an early stage in their annual business planning processes to discuss the development of a Work Plan.

5.18 The Parties may be interested to include, but are not limited to, the following projects and topics that may be included in the Work Plan:

- (a) discuss opportunities for Ngā Hapū o Te Iwi o Whanganui hapū to seek management agreements (via section 53(2)(i) of the Conservation Act 1987) to undertake operational activities, such as species work and pest control with respect to the land in the Ngā Hapū o Te Iwi o Whanganui settlement redress area;
- (b) discuss opportunities for Ngā Hapū o Te Iwi o Whanganui to seek to establish nohoanga-like sites through the concessions/permissions process in agreement with the Department;
- (c) discuss priorities and conservation projects in line with the joint Reserve Management Plan (subject to each party retaining discretion for their own resourcing) and opportunities for conservation projects on lands that share boundaries;

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (d) opportunities for Ngā Hapū o Te Iwi o Whanganui to undertake Department-led and delivered conservation training (for example: pest management, habitat restoration);
- (e) identify and discuss potential projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship;
- (f) discuss the Department's regional and national priorities;
- (g) discuss Ngā Hapū o Te Iwi o Whanganui's priorities for conservation;
- (h) discuss timeframes for the development of annual work programmes;
- (i) setting out a timetable and milestones for delivering on any agreed commitments;
- (j) confirming the responsibilities for the parties to meet any agreed commitments; and
- (k) setting out a timetable for monitoring, reporting and reviewing work plans.

5.19 If a specific project is undertaken together, the Department and Takapau Whāriki will determine the nature of their collaboration on that project which may include finalising a work plan for that project. In the event a specific project is not undertaken together, the Parties will advise one another of the reason(s) for this.

5.20 The Department retains discretion over which activities are funded by the Department and the level of financial commitment.

6.0 INFORMATION SHARING

6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.

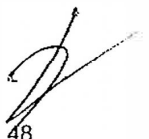
6.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

6.3 In sharing data or information, Ngā Hapū o Te Iwi o Whanganui consider that both Parties should have regard to the principles of Māori data sovereignty (as developed by Te Mana Raraunga in the October 2018 Te Mana Raraunga Charter), attached as Appendix Two).

7.0 COMMUNICATION

7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:

- (a) engaging in accordance with clause 4.0 of this agreement;
- (b) information sharing in accordance with clause 6.0;
- (c) maintaining information on the parties' office holders, their addresses and contact details;



DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (d) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Department to discuss and (if possible) resolve any issues that may arise;
- (e) informing relevant Department staff and Conservation stakeholders (such as the Conservation Board and the New Zealand Conservation Authority) of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (f) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (g) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (h) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
- (i) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

- 8.1 The contact people for the Department for all matters relating to this Relationship Agreement are:
- (a) Operations Manager for the relevant region; and
 - (b) Operations Director, Central North Island.
- 8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.
- 8.3 The contact persons named in this Relationship Agreement may change from time to time. The Department and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

- 9.1 The Department is subject to the requirements of the Official Information Act 1982 (OIA).
- 9.2 The Department may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).
- 9.3 The Department will where possible notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Department in a timely fashion, so that the Department is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 10.1 The Parties are focussed on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working.

- 10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 10.3 In accordance with the principles described in clause 2.4, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.4 The commitments of the Department under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Department and of the government of the day.
- 10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 TERMS OF AGREEMENT

- 11.1 This Agreement is entered into pursuant to clauses 8.2 to 8.3.4 of the Deed of Settlement. The Agreement does not override or limit:

- (a) legislative rights, powers or obligations;
- (b) the functions, duties and powers of Ministers, the Minister of Conservation, Chief Executives, the Director-General or any other officials or statutory officers of the Department; or
- (c) the ability of the Crown to introduce legislation and change government policy.

- 11.2 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:

- (a) land or any other resource held, managed or administered under Conservation Legislation;
- (b) flora or fauna managed or administered under Conservation Legislation; or
- (c) rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.

- 11.3 A breach of this Agreement is not a breach of this Deed.

- 11.4 If the Crown breaches this Agreement without good cause, Takapau Whāriki may:

- (a) seek a public law remedy, including judicial review; or
- (b) subject to the Crown Proceedings Act 1950, seek to enforce the Agreement
- (c) but in either case damages or compensation (with the exception of court costs) may not be awarded.

- 11.5 Clause 11.4 does not apply to any contract entered into between the Department and Takapau Whāriki, including any independent contract for service or a concession.

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

12.0 SPECIAL CONDITIONS

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

13.0 REVIEW AND AMENDMENT

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

13.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.

13.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 13.2 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

14.0 DISPUTE RESOLUTION PROCESS

14.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.

14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.

14.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.

14.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.

14.5 The costs of mediation are to be split equally between the parties.

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

15.0 DEFINITIONS

- “the Settlement Redress Area” means the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix One.
- “Settlement Date” has the same meaning as in the Deed of Settlement.
- “Te Tomokanga” has the same meaning as in the Deed of Settlement.
- “Tupua Te Kawa” has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

SIGNED by the Minister of Conservation)
in the presence of:)
)
)

Minister of Conservation

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

SIGNED by the)
Director-General of Conservation)
in the presence of:)
)

Signature of Witness _____ Director-General of Conservation

Witness Name

Occupation

Address

SIGNED by for and on behalf of the)
trustees of the TAKAPAU WHĀRIKI)
TRUST by the Chair, in the presence of:)

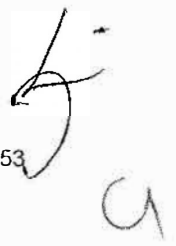
Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

53


DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Schedule One – Provisions for Public Conservation Lands and Waters and Department of Conservation activity

1.0 Freshwater Fisheries

- 1.1 Takapau Whāriki and the Department have shared aspirations for conservation of freshwater fisheries and habitats within the settlement redress area.
- 1.2 The Takapau Whāriki aspirations and conservation ethic for freshwater fisheries include the sustainable and traditional use of freshwater fisheries in accordance with Ngā Hapū o Te Iwi o Whanganui kawa, tikanga and ritenga.
- 1.3 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational (non-commercial) freshwater fisheries and freshwater fish habitats. The Department is responsible for the regulation of whitebait fishing under the applicable regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act 1991 processes.
- 1.4 The Parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and jointly developing or contributing to research and monitoring programmes with a particular focus on the Protocol Area.
- 1.5 The Department shall work with Takapau Whāriki and provide for Takapau Whāriki participation where reasonably practicable in the conservation management (including research and monitoring) of customary freshwater fisheries and freshwater fish habitats.
- 1.6 The Department shall work at a local level to provide for the active participation of Takapau Whāriki in the conservation management and research of customary freshwater fisheries and freshwater fish habitats by:
 - (a) discussing with Takapau Whāriki a general approach to be taken with the Department in respect of advocacy, and identifying:
 - (i) their respective priorities and issues of mutual concern; and
 - (ii) areas for co-operation in advocacy;
 - (b) having regard to the priorities and issues of mutual concern and areas for cooperation identified when the Department and Takapau Whāriki makes decisions in respect of advocacy. To avoid doubt, the parties recognise that they will continue to make separate submissions in any Resource Management Act 1991 process;
 - (c) making non-confidential information available to Takapau Whāriki to assist in improving their effectiveness in undertaking advocacy for the conservation of freshwater fisheries;
 - (d) with Takapau Whāriki jointly developing or contributing to research and monitoring projects that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements with a focus on the Protocol Area;

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

- (e) considering Takapau Whāriki as a possible provider or collaborator for research projects funded or promoted by the Department;
- (f) working together to ensure that the relevant staff of the Department is aware of relevant tikanga relating to freshwater fisheries and habitats; and
- (g) consulting Takapau Whāriki when processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

2.0 Statutory Planning Documents

- 2.1 The Department has obligations under the Conservation Legislation to prepare, review and amend planning documents, including conservation management strategies, national park management plans and conservation management plans (**Statutory Planning Documents**).
- 2.2 The Department and Takapau Whāriki will meet to identify and seek to address issues affecting Ngā Hapū o Te Iwi o Whanganui at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Settlement Redress Area.

3.0 Statutory Authorisations (including concessions)

- 3.1 The Minister, Director-General and their delegates (as the case may be) may grant concessions, permits and other authorisations under the Conservation Legislation (**Statutory Authorisations**).
- 3.2 As part of the Strategic Objectives set out at clause 5.1 of the Relationship Agreement, the Department and Takapau Whāriki will identify categories of Statutory Authorisations that may impact on the cultural, spiritual, traditional or historic values of Ngā Hapū o Te Iwi o Whanganui.
- 3.3 These categories will be reviewed on a continuing basis. In the identified categories the Department will:
 - (a) advise and encourage all prospective applicants whose application is within the settlement redress area to consult Takapau Whāriki before filing their application; and
 - (b) consult Takapau Whāriki at an early stage on such categories of authorisations or renewal of authorisations within the settlement redress area.
- 3.4 Until such time as the identified categories are agreed, the Department will consult Takapau Whāriki on Statutory Authorisations when required by the Conservation Legislation.
- 3.5 As the Department works within time limits to process Statutory Authorisations applications, at the earliest opportunity it will notify Takapau Whāriki of the time frames for providing advice on impacts on the cultural, spiritual, traditional or historic values of Ngā Hapū o Te Iwi o Whanganui.
- 3.6 Before issuing Statutory Authorisations to carry out activities on land managed by the Department within the settlement redress area, the Department will encourage

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

communication between the applicant for the Statutory Authorisation and Takapau Whāriki.

- 3.7 When considering applications for Statutory Authorisations the Department must apply the relevant statutory and other legal considerations in a way that gives effect to the principles of the Treaty of Waitangi. This involves applying the relevant Treaty principles to the facts of the particular case.
- 3.8 When issuing or renewing Statutory Authorisations that give authority for third parties to carry out activities on land administered by the Department, the Department will:
- (a) require the third parties to manage the land according to the standards of conservation best practice;
 - (b) require the third parties to carry out the activities according to appropriate conservation standards; and
 - (c) encourage third parties to consult Takapau Whāriki before using cultural information of Ngā Hapū o Te Iwi o Whanganui.

4.0 Statutory Land Management Activities

- 4.1 The Department manages public conservation land in accordance with the Conservation Legislation and other relevant statutory obligations. As part of this statutory function, the Department carries out various activities to help achieve conservation gains (**Statutory Land Management Activities**). These include:
- (a) vestings or management appointments for reserves;
 - (b) other management arrangements with third parties;
 - (c) changing reserve classifications; and
 - (d) disposal of public conservation land.
- 4.2 In accordance with the Strategic Objectives, the Department and Takapau Whāriki will identify the categories of Statutory Land Management Activities that have potential to affect the cultural, spiritual, traditional or historic values or sites of significance of Ngā Hapū o Te Iwi o Whanganui, and will identify when consultation is appropriate.
- 4.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act 1977 within the settlement redress area, the Department will discuss with Takapau Whāriki whether it wishes to be given an opportunity to be considered for such a vesting or appointment subject to agreed conditions (if any).

5.0 Cultural Materials

- 5.1 The deed of settlement includes a commitment for the Department to jointly prepare with Takapau Whāriki, post-settlement, a cultural materials plan covering:
- (a) the customary take of flora material within public conservation land within the settlement redress area; and
 - (b) the possession of protected wildlife found dead within the settlement redress area.

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

6.0 Sites Of Significance

- 6.1 The Department recognises that there are wāhi tapu and wāhi taonga and other places of cultural and historical significance to Ngā Hapū o Te Iwi o Whanganui within the Settlement Redress Area. The terms, wāhi tapu and wāhi taonga, refer to places that are sacred or significant to Ngā Hapū o Te Iwi o Whanganui.
- 6.2 Department will work with Takapau Whāriki to respect Ngā Hapū o Te Iwi o Whanganui values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified on lands administered by the Department within the settlement redress area by:
- (a) discussing with Takapau Whāriki practical ways in which Ngā Hapū o Te Iwi o Whanganui can exercise kaitiakitanga over sites of significance and surrounding land;
 - (b) managing, in co-operation with Takapau Whāriki, sites of historic significance to Ngā Hapū o Te Iwi o Whanganui according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983 and other operating standards;
 - (c) informing Takapau Whāriki if kōiwi or taonga tūturu are found within the Settlement Redress Area; and
 - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngā Hapū o Te Iwi o Whanganui and seeking to ensure they are not desecrated or damaged.
- 6.3 The parties will develop a process for Takapau Whāriki to advise the Department of sites of significance and wāhi tapu. Information relating to wāhi tapu will be treated in confidence by the Department, unless otherwise agreed by Takapau Whāriki, but subject to the Official Information Act 1982 and other relevant legislation.
- 6.4 The Department will consult Takapau Whāriki before carrying out work on public conservation land in the settlement redress area where appropriate either because of the nature of the work, or its location in relation to a site of significance identified under clause 22.3.
- #### 7.0 Species And Habitat Protection (Including National Programmes And Pest Control)
- 7.1 The Department and Takapau Whāriki share aspirations of protecting ecosystems and indigenous flora and fauna within the settlement redress area. These aspirations will be reflected in the Strategic Objectives.
- 7.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 7.3 In recognition of the cultural, spiritual, traditional or historic associations of Ngā Hapū o Te Iwi o Whanganui with indigenous flora and fauna within the settlement redress area for which the Department has responsibility, the Department will inform Takapau Whāriki of the national sites and species programmes on which the Department will be actively

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

working, and provide opportunities for Ngā Hapū o Te Iwi o Whanganui to participate in these programmes.

- 7.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of the Department's work to protect the unique biodiversity of New Zealand, subject to available resources and conservation priorities.
- 7.5 It is envisaged that the agreed Strategic Objectives will guide the parties to determine the strategic outcomes sought from pest control programmes within the Settlement Redress Area, including:
- (a) monitoring and assessment of programmes;
 - (b) early consultation with Takapau Whāriki on pest control activities particularly the use of pesticides within the Settlement Redress Area; and
 - (c) co-ordination of pest control where Takapau Whāriki is the adjoining landowner.

8.0 Visitor & public information

- 8.1 Takapau Whāriki and the Department wish to share knowledge about natural and historic heritage within the Settlement Redress Area with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 8.2 The Department and Takapau Whāriki also wish to encourage respect for, and awareness of, the cultural, spiritual, traditional and historic associations of Ngā Hapū o Te Iwi o Whanganui with the land, waters and indigenous flora and fauna within the Settlement Redress Area, and the responsibility of Ngā Hapū o Te Iwi o Whanganui as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.
- 8.3 The Department and Takapau Whāriki will do this by:
- (a) raising public awareness of positive conservation relationships developed between them;
 - (b) engaging with each other in the development of visitor and public information published by either party that relates to Ngā Hapū o Te Iwi o Whanganui values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngā Hapū o Te Iwi o Whanganui sites of significance and aspirations to the land;
 - (c) the Department obtaining from Takapau Whāriki an assurance that information relating to Ngā Hapū o Te Iwi o Whanganui to be contained in a publication of the Department is accurate and appropriate;
 - (d) the Department obtaining the consent of Takapau Whāriki for the disclosure of information received from Takapau Whāriki relating to Ngā Hapū o Te Iwi o Whanganui values, subject to the Official Information Act 1982 and other applicable legislation; and
 - (e) the Department consulting Takapau Whāriki before use of information about Ngā Hapū o Te Iwi o Whanganui values for new interpretation panels, signs and other visitor publications.

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

8.4 The Department may, as part of its statutory role under conservation legislation, wish to share knowledge about natural and historic heritage within the Settlement Redress Area with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.

9.0 Conservation Advocacy

9.1 From time to time, Takapau Whāriki and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 (RMA).

9.2 Areas of common concern include:

- (a) protection of coastal and marine areas;
- (b) protection and maintenance of wetland areas and reserves;
- (c) management of rivers, streams and waterways; and
- (d) the effects of activities on biodiversity.

9.3 From time to time the Department and Takapau Whāriki will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and Takapau Whāriki may continue to make separate submissions in any RMA processes.

10.0 Cross-Organisational Opportunities

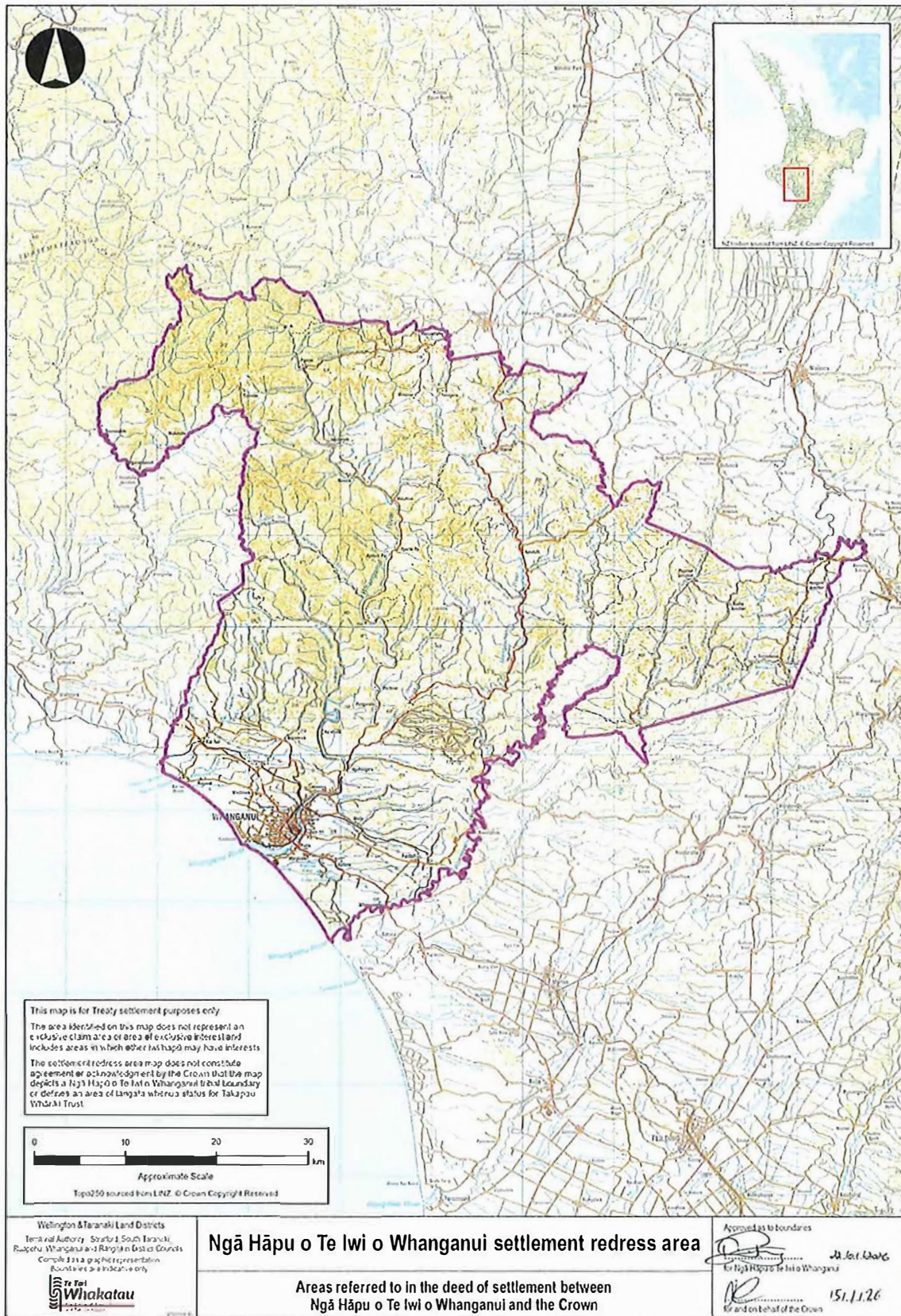
10.1 As part of the development of the annual work plan, the Department and Takapau Whāriki will discuss:

- (a) opportunities and processes to share scientific and cultural resources and information, including data and research material (including to assist Ngā Hapū o Te Iwi o Whanganui to exercise their role as kaitiaki);
- (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the settlement redress area. Options may include wānanga, education, training, development and secondments; and
- (c) opportunities to be involved, or to nominate individuals to take part, in relevant training initiatives run by either party, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Settlement Redress Area. Takapau Whāriki may propose candidates for these roles or opportunities.
- (d) Where appropriate, and subject to its procurement obligations, the Department will consider approaching Takapau Whāriki for recommendations for individuals or entities as providers of professional services (such as oral history and interpretation projects).

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

APPENDIX ONE: Ngā Hāpū o Te Iwi o Whanganui Settlement Redress Area



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APPENDIX TWO: Te Mana Raraunga – Māori Data Sovereignty Network Charter



Te Mana Raraunga - Māori Data Sovereignty Network Charter

*He whenua hou, Te Ao
Raraunga Te Ao Raraunga, He
whenua hou¹*

Preamble

With respect to the inherent rights that we as Māori have by virtue of our inalienable relationships with the land, water and the natural world, we assert that:

- Data is a living tāonga and is of strategic value to Māori.
- Māori data refers to data produced by Māori or that is about Māori and the environments we have relationships with. Maori Data includes but is not limited to:
 - Data from organisations and businesses
 - Data about Māori that is used to describe or compare Māori collectives
 - Data about Te Ao Māori that emerges from research
- Māori data is subject to the rights articulated in the Treaty of Waitangi and the UN's Declaration on the Rights of Indigenous Peoples,² to which Aotearoa New Zealand is a signatory.
- Data Sovereignty typically refers to the understanding that data is subject to the laws of the nation within which it is stored.
- Indigenous Data Sovereignty perceives data as subject to the laws of the nation from which it is collected.
- Māori Data Sovereignty recognises that Māori data should be subject to Māori governance.
- Māori Data Sovereignty supports tribal sovereignty and the realisation of Maori and Iwi aspirations.

¹ Data is a new world, a world of opportunity.

² Consistent with the rights articulated in the Mataatua Declaration, WAI 262, (Nga Puhī doc) and the Outcome Document of the UNDRIP.

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Purpose

The purpose of Te Mana Raraunga is to enable Māori Data Sovereignty and to advance Māori aspirations for collective and individual wellbeing by:

1. asserting Māori rights and interests in relation to data,
2. ensuring data for and about Māori can be safeguarded and protected,
3. requiring the quality and integrity of Maori data and its collection,
4. advocating for Māori involvement in the governance of data repositories,
5. supporting the development of Māori data infrastructure and security systems,
6. supporting the development of sustainable Māori digital businesses and innovations.

Where necessary, Te Mana Raraunga will utilise the expertise of its members to provide Māori data governance functions over relevant datasets in the absence of mandated Māori governance entities. Te Mana Raraunga will support the establishment of appropriate protocols for iwi authority over data.

Te Mana Raraunga will advocate for resourcing to support the development of capacity and capability across the Māori data ecosystem including:

1. Data rights and interests. Establishing the nature of Māori rights and interests to government collected administrative data, survey, census and research data derived from indigenous tāonga are central to realising aspirations in the Mataatua Declaration, the WAI262 claim, and the UNDRIP. Articulating these rights and interests in an intellectual property framework is necessary to realise commercialisation opportunities and benefit sharing agreements for hapū, iwi and/or Māori entities.³
2. Data governance. There is a wealth of data pertaining to Māori individuals, whānau, households, hapū, iwi, entities and te Taiao that is collected by the state as part of the Official Statistics System (OSS), crown agencies and government organisations, through commercial transactions, social media, telecommunications (including satellites) and other means. Only a small proportion of these data sources are currently accessible to Māori for our own purposes and benefit. Māori involvement in data governance and data management is essential to ensure data is used for projects that support beneficial outcomes for Māori.
3. Data storage and security. As more businesses and entities have moved to cloud-based models of data storage, this has raised concerns around the security and privacy of data that are stored offshore, and the legal and privacy frameworks that the data are subject to, including the issue of data sovereignty. TMR supports the development of Māori data infrastructure and security systems to support the realisation of Māori data sovereignty.

³ As set out by World Intellectual Property Organisation (WIPO).

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

4. Data Collection, Access and Control: Māori should be involved in decisions about the collection of and access to Māori data, analysis and interpretation. Use of data for research should also be consistent with frameworks for Māori research ethics (i.e. Te Ara Tika). Using data requires that data is made available in a usable form and that we have the workforce who can be actively engaged in the design, collection, processing, analysis and dissemination of data to meet our own needs.

Guiding principles

Te Mana Raraunga recognises the need to advance discussions about Māori Data Sovereignty at both governance and operational levels. The work of Te Mana Raraunga will support the realisation of rangatiratanga, kotahitanga, manaakitanga and kaitiakitanga.

Mana-Mahi Framework



Whanaungatanga and Whakapapa: Whanaungatanga denotes the fact that in Māori thinking and philosophy relationships between man, Te Ao Turoa (the natural world) and spiritual powers inherent therein, and Taha Wairua (spirit) are everything. Whakapapa evidences those linkages and identifies the nature of the relationships.

Rangatiratanga: Rangatiratanga speaks to the hapū, iwi/Māori aspiration for self-determination, to be in control of our own affairs and to influence those taking place within our iwi boundaries. This is especially true for activities that have the potential to affect our people (ngā uri whakaheke) or our environment (whenua/moana). Rangatiratanga can be expressed through leadership and participation. Data supports the expression of Rangatiratanga and Rangatiratanga can be expressed through data in terms of the OCAP⁴ principles of ownership, access, control and possession.

Kotahitanga: Kotahitanga speaks to a collective vision and unity of purpose while recognising the mana of rangatira from individual hapū and iwi. The foundations of kotahitanga can be found in our whakapapa and reflected in our relationships with each other. It is important that we make space to identify our collective aspirations for indigenous data sovereignty and advocate for activities that benefit all Māori.

⁴ The OCAP principles are trademarked by the First Nations Information Governance Centre and means that First Nations control data collection processes in their communities and how the data are used. <http://fnigc.ca/ocap.html>.

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Manaakitanga: Manaakitanga can be expressed through the responsibility to provide hospitality and protection to whānau, hapū, iwi, the community and the environment. The foundations of manaakitanga rely on the ability of Māori to live as Māori, to access quality education, to have good health, to have employment opportunities and to have liveable incomes. Ethical data-use has the potential to contribute greatly to Māori aspirations.

Kaitiakitanga: Kaitiakitanga speaks to the hapū, iwi responsibility to be an effective steward or guardian and relates to actions that ensure a sustainable future for all people. Underpinning our existence is the need to protect and enhance Māori knowledge and practices, to strengthen whānau, hapū and iwi and to create sustainable futures. Kaitiaki have a social contract and are responsible to the communities they serve. Identifying appropriate data guardians and the principles by which they will operate is a key consideration.

Membership and mandate

Te Mana Raraunga advocates for Māori Data Sovereignty at a national level. Te Mana Raraunga is open to participation from Māori and iwi data users, ICT providers, researchers, policymakers and planners, businesses, service providers and community advocates that share this charter.

A working group advances Te Mana Raraunga's work programme with support from a part-time administrator. The working group will meet with key Māori and iwi representatives and liaise with government agencies including the New Zealand Data Futures Forum to support the realisation of Māori Data Sovereignty.

An inaugural meeting on Māori Data Sovereignty was held at Hopuhopu on 19th October 2015 where the formation of Te Mana Raraunga as a Māori Data Sovereignty Network was accepted by the participants and the contents of the charter discussed.

The charter was approved in Te Rangimarie at Papakura Marae on 5 April 2016.

DOCUMENTS

5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION – TE PAPA ATAWHAI

Background to the Te Mana Raraunga Charter

In July 2015 a group of Māori researchers and practitioners participated in a workshop on Data Sovereignty for Indigenous Peoples hosted by the Academy of Social Sciences in Australia. The workshop considered the implications of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) for the collection, ownership and application of data pertaining to indigenous peoples and what these might mean for indigenous peoples' sovereignty over data that are about us, our territories and ways of life. It built on previous workshops organised by the United Nations Permanent Forum on Indigenous Issues (UNPFII) on 'data collection and disaggregation' (in 2004) on 'indicators of wellbeing' (in 2006) and on 'development with culture and identity' (in 2010). At these events indigenous representatives had raised concerns about the relevance of existing statistical frameworks for reflecting their worldviews and highlighted their lack of participation in data collection processes and governance.

The Canberra/Kamberra workshop was timely. Several data initiatives underway in Aotearoa NZ have significant implications for Māori data sovereignty. The Integrated Data Infrastructure (IDI) is likely to eventually replace the census. IDI is a longitudinal dataset that links anonymized individual-level data across various government administrative systems including tax, health, education, corrections, justice, migration, benefits and tenancy. Population census data will also eventually be added. IDI was created to support research, analysis, and policy evaluation on transitions and outcomes to inform more effective decision-making in government and business. It is not yet clear how the creation of IDI will benefit Māori, nor what mechanisms will be put in place to empower Māori governance over Māori data.

The second major initiative is New Zealand Data Futures. In August 2015 Government established a Data Futures Partnership which comprises a cross-sector group of influential people working together to drive high-trust and high-value data use. The overarching vision of NZ Data Futures is for NZ to be a world leader in the trusted use of shared data to deliver a prosperous, inclusive society. NZDF recognises the strategic importance of data as a national asset and is focused on deriving social and economic benefits from data while maintaining trust and privacy. The partnership is mandated by Government and a dedicated Working Group will drive the overall programme of work and core deliverables for the Partnership.

5.2 TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

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DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

TE TOMOKANGA TIAKI TAONGA RELATIONSHIP AGREEMENT

between the Culture and Heritage agencies (Te Ara Taonga)

and

Takapau Whāriki Trust, as the body representative for Ngā Hapū o Te Iwi o Whanganui.

DATE:

Background

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga ki Te Matapihi

| | |
|--|--|
| Ko te rangawhenua te mātāpuna o te ora | Our nationhood sustains us, |
| Mai te whare toka ki te tokatū | Our tribal domain dictates our worldview, |
| He matapihi ki uta, ki tai, ki te ao | Our culture and economy sustain and elevate |
| He ao āpōpō, he ao tea | Our mana motuhake and tino rangatiratanga, our legacy, our aspirations, our future |

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui. The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the the culture and heritage agencies (**Te Ara Taonga**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Te Ara Taonga. Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Te Ara Taonga.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

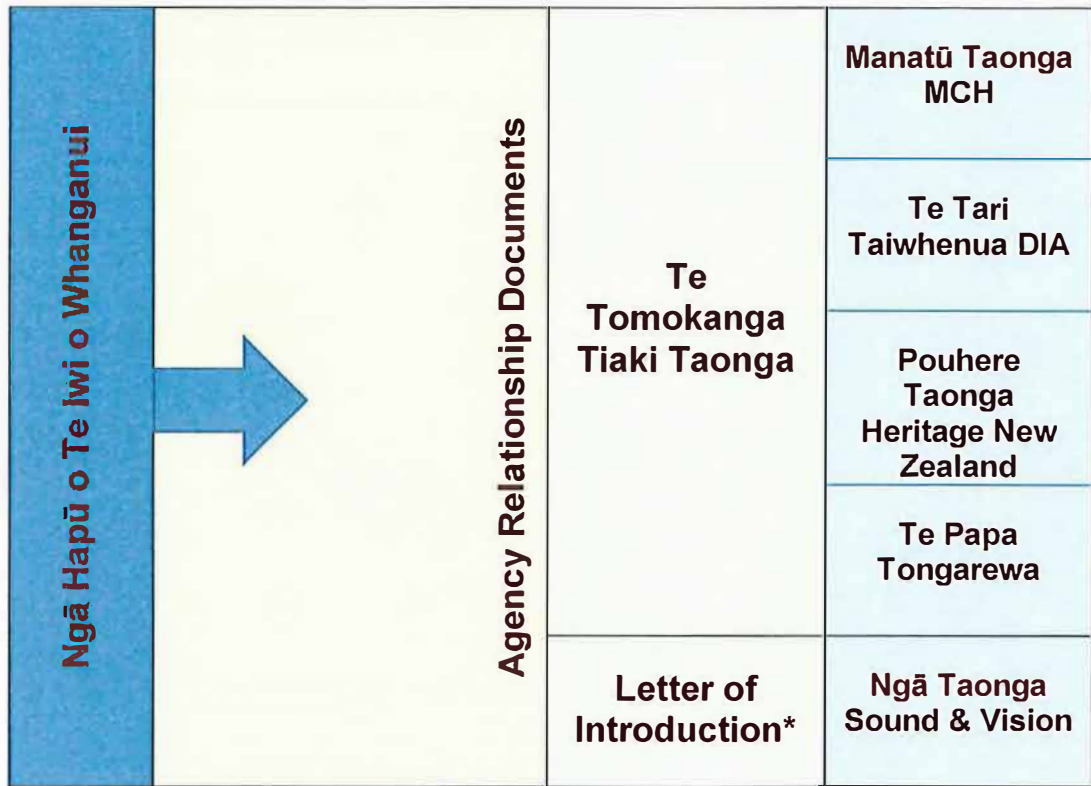
The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES



*An agreement outside of Treaty settlement process.

This diagram explains the way we give effect to the relationship between iwi and the respective agencies. Some Culture and Heritage agencies come under this document, the Te Tomokanga Tiaki Taonga, and some have their own agreement. The constant is the relationship approach which is that agencies will work collaboratively to support iwi and their taonga aspirations.

Ngā Taonga Sound & Vision (Ngā Taonga) participates in the collective agency Te Ara Taonga approach, including meetings with other cultural agencies and with iwi. Due to its status as a charitable trust, Ngā Taonga is not a signatory of the Whakaaetanga relationship agreement. The Letter of Introduction is a formal invitation from the Crown to Ngā Taonga to develop, with Ngā Hapū o Te Iwi o Whanganui, a relationship similar to the Te Tomokanga Tiaki Taonga, based on a mutually agreed set of principles which underpins the way we work together.

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70
9

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

TABLE OF CONTENTS

| | |
|--|----|
| TE TOMOKANGA KI TE MATAPIHI | 2 |
| THE PARTIES | 7 |
| INTRODUCTION | 7 |
| PURPOSE | 8 |
| VISION | 9 |
| PRINCIPLES | 9 |
| DEVELOPMENT OF SPECIFIC PIECES OF WORK | 10 |
| WORK PLAN TOPICS SHARED BY ALL PARTIES | 11 |
| ONGOING RELATIONSHIPS | 12 |
| COMMUNICATION | 12 |
| CHANGES TO POLICY AND LEGISLATION AFFECTING THIS TE TOMOKANGA | 13 |
| EFFECT | 14 |
| DISPUTE RESOLUTION | 14 |
| REVIEW PROVISION | 15 |
| DEFINITIONS | 16 |
| SIGNING PARTIES | 17 |
| | |
| APPENDIX A: WORK PLAN TOPICS SPECIFIC TO CULTURE AND HERITAGE PARTIES | 18 |
| | |
| APPENDIX B: THE ROLE OF MANATŪ TAONGA - MINISTRY FOR CULTURE AND HERITAGE IN RELATION TO TAONGA TŪTURU | 23 |
| Relationship Principles | 23 |
| Te Tomokanga Provisions | 23 |
| Protected Objects Act 1975 | 23 |
| Notification of Taonga Tūturu | 23 |
| Ownership of Taonga Tūturu found in the area or identified as being Ngā Hapū o Te Iwi o Whanganui origin found elsewhere in New Zealand | 24 |
| Custody of Taonga Tūturu found in the area of identified as being Ngā Hapū o Te Iwi o Whanganui origin found elsewhere in New Zealand | 24 |
| Export Applications – Expert Examiners | 25 |
| | |
| APPENDIX C: BACKGROUND INFORMATION OF THE AGENCIES | 27 |
| Te Tari Taiwhenua (Department of Internal Affairs) | 27 |
| National Library of New Zealand (Te Puna Mātauranga o Aotearoa) | 28 |
| Archives New Zealand (Te Rua Mahara o te Kāwanatanga) | 28 |
| Museum of New Zealand Te Papa Tongarewa (Te Papa) | 29 |
| Manatū Taonga – Ministry for Culture and Heritage | 30 |
| Heritage New Zealand Pouhere Taonga | 30 |
| | |
| APPENDIX D: NGĀ HAPŪ O TE IWI O WHANGANUI - THE SETTLEMENT REDRESS AREA | 31 |

Te Tomokanga Tiaki Taonga

The Parties

The Parties to this Te Tomokanga Tiaki Taonga (“Te Tomokanga”) are:

- Takapau Whāriki Trust (“Takapau Whāriki”), the post-settlement governance entity;
- Manatū Taonga, Ministry for Culture and Heritage (“MCH”);
- Te Tari Taiwhenua, Department of Internal Affairs (“DIA”), the agency responsible for:
 - the National Library Te Puna Mātauranga o Aotearoa (“National Library”); and
 - Archives New Zealand Te Rua Mahara o Te Kāwanatanga (“Archives New Zealand”)
- Te Papa Tongarewa, The Museum of New Zealand (“Te Papa”); and
- Pouhere Taonga, Heritage New Zealand (“Pouhere Taonga”).

For the purposes of this Te Tomokanga, Takapau Whāriki is the body representative of Ngā Hapū o Te Iwi o Whanganui who have an interest in the matters covered under this Te Tomokanga. This derives from the status of Takapau Whāriki as tangata whenua in the Iwi Settlement Redress Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

The agencies responsible for the National Library and Archives New Zealand, Te Papa, Pouhere Taonga and MCH are for the purposes of this Te Tomokanga referred to as the “Culture and Heritage Parties”.

A summary of the role and functions of each of the Parties is provided in the Appendices.

Introduction

1. Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the “Deed of Settlement”), the Parties agreed to the development of a Te Tomokanga between the Culture and Heritage Parties and Takapau Whāriki to facilitate:
 - 1.1 the care, management, access, use, development and revitalisation of Ngā Hapū o Te Iwi o Whanganui taonga; and
 - 1.2 the identification, protection, preservation and conservation of the historical and cultural heritage of Ngā Hapū o Te Iwi o Whanganui.
2. This Te Tomokanga records certain aspects of the parties’ relationship giving effect to Te Tomokanga ki Te Matapihi, underpinning the relationship between the parties as they move forward as partners, connecting with whānau, Hapū, Iwi and whenua within the Settlement Redress Area.
3. The Parties have entered into Te Tomokanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Ngā Hapū o Te Iwi o Whanganui.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of Takapau Whāriki.

Purpose

6. The Parties are seeking an ongoing relationship based on Te Tomokanga ki Te Matapihi which facilitates the care and management, use, development and revitalisation of, and access to, Ngā Hapū o Te Iwi o Whanganui taonga (whether held by Ngā Hapū o Te Iwi o Whanganui whānau and hapū or Culture and Heritage Parties).
7. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Te Tomokanga and will be discussed as part of the development of the joint work plans:
 - 7.1. the significance of Ngā Hapū o Te Iwi o Whanganui taonga to the maintenance and development of Ngā Hapū o Te Iwi o Whanganui culture and to enriching the cultural life of New Zealand;
 - 7.2. that Ngā Hapū o Te Iwi o Whanganui taonga are held and looked after by Ngā Hapū o Te Iwi o Whanganui whānau and hapū, and also by the Culture and Heritage Parties to this Te Tomokanga;
 - 7.3. Ngā Hapū o Te Iwi o Whanganui's cultural and spiritual authority in relation to Ngā Hapū o Te Iwi o Whanganui taonga;
 - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Ngā Hapū o Te Iwi o Whanganui in the care and management, use, development and revitalisation of, and access to, Ngā Hapū o Te Iwi o Whanganui taonga is required as agreed in the joint work plans;
 - 7.5. that innovative and technological solutions are required to provide opportunities for Ngā Hapū o Te Iwi o Whanganui's population, and a percentage of that population who are living outside the traditional tribal rohe, to connect with Ngā Hapū o Te Iwi o Whanganui's culture and identity; and
 - 7.6. the need for an enduring and collaborative relationship to be developed between Takapau Whāriki and the Culture and Heritage Parties.
8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Te Tomokanga and will be discussed as part of the development of the work plans:
 - 8.1. the significance of wāhi tapu and wāhi tūpuna, land-based Māori heritage, structures and monuments to enriching the cultural life of New Zealand;
 - 8.2. the significance that place-based taonga such as marae, wāhi tapu and wāhi tūpuna, ancestral footprints in archaeology, and others have for iwi/hapū and the cultural life of New Zealand;
 - 8.3. that said place-based taonga are looked after by Ngā Hapū o Te Iwi o Whanganui whānau and hapū;

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- 8.4. Ngā Hapū o Te Iwi o Whanganui 's cultural and spiritual authority in relation to their place-based taonga
- 8.5. that active and meaningful engagement by the Pouhere Taonga with Ngā Hapū o Te Iwi o Whanganui the identification, protection, preservation and conservation of their place-based taonga are required as agreed in the work plans; and
- 8.6. the need for an enduring and collaborative relationship to be developed between Takapau Whāriki and Pouhere Taonga.

Vision

9. The Culture and Heritage Parties recognise and respect the vision of Takapau Whāriki which is that Whanganui will be a positive and responsible tribal nation with the capability to act and live as a tribe that is vibrant, strong, robust and prosperous culturally, socially, environmentally and economically.
10. This vision is intended to facilitate access to Ngā Hapū o Te Iwi o Whanganui taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Ngā Hapū o Te Iwi o Whanganui's historical and cultural heritage.
11. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land-based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

Principles

12. Te Tomokanga ki Te Matapihi underpins the relationship between the Parties. Consistent with this, the Parties acknowledge Ngā Mātāpono of:

Toitū te kupu (Relationship of Integrity) The intent of one's word and the truth of its expression.

Toitū te mana (Relationship of Authority) Recognition of the permanence of Iwi mana and the sharing of responsibility to uphold that mana.

Toitū te whenua (Relationship of Sustenance) The connection of humanity with the taiao, and the duty of care by humanity towards the taiao.

And in addition, the Parties are committed to the principles that will guide the implementation of Te Tomokanga, by:

- 12.1 acknowledging that Ngā Hapū o Te Iwi o Whanganui hold Mana Motuhake within their rohe/takiwā;
- 12.2 working consistently with Te Tiriti o Waitangi;
- 12.3 working with a 'no surprises' approach;
- 12.4 working in a spirit of co-operation;



DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- 12.5 acknowledging that the relationship is flexible and evolving;
 - 12.6 respecting the independence of the Parties, their individual mana and/or legislative authority, their roles and responsibilities; and
 - 12.7 recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
13. Takapau Whāriki and the Culture and Heritage Parties have entered into this Te Tomokanga in good faith and in the spirit of partnership. Takapau Whāriki and the Culture and Heritage Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

Development of specific pieces of work

14. When requested by Takapau Whāriki, each of the Culture and Heritage Parties will make best endeavours to confirm joint work plans (work plans) with Takapau Whāriki within two months of the request. If this timeframe is unable to be met, the Cultural and Heritage Parties will ensure that Takapau Whāriki is kept informed as to progress on the request and likely timing. The work plans will cover matters consistent with the purpose of this Te Tomokanga of specific pieces of work to be undertaken which may:
- 14.1. provide the detail of the commitments agreed by Takapau Whāriki and each respective Culture and Heritage Party;
 - 14.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 14.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 14.4. identify a process for resolving any issues or disputes;
 - 14.5. identify key contact persons for the parties;
 - 14.6. provide for mutually agreed outcomes; and
 - 14.7. provide for the work plans to be reviewed at the annual meeting.
15. Final topics for the work plans will be mutually agreed by Takapau Whāriki and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
16. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with Takapau Whāriki before issuing any such invitation and respect Te Tomokanga ki Te Matapihi in doing so.

Work Plan Topics Shared by all Parties

17. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.
- 17.1. Care and Management of Ngā Hapū o Te Iwi o Whanganui taonga held by Culture and Heritage Parties and of land-based Māori heritage structures and monuments:

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- a. to provide access, advice and guidance on taonga and cultural heritage issues;
 - b. to work collaboratively with Takapau Whāriki as far as reasonably practicable, to develop and maintain inventories for Ngā Hapū o Te Iwi o Whanganui taonga;
 - c. to work collaboratively with Takapau Whāriki to research Ngā Hapū o Te Iwi o Whanganui taonga;
 - d. to work with Takapau Whāriki to develop metadata for Ngā Hapū o Te Iwi o Whanganui taonga;
 - e. to work collaboratively with Takapau Whāriki on taonga care, management, and storage;
 - f. to develop mutually beneficial research projects that enhance the understanding of Ngā Hapū o Te Iwi o Whanganui taonga and Ngā Hapū o Te Iwi o Whanganui culture; and
 - g. to work collaboratively with Takapau Whāriki on the identification, preservation and protection of Ngā Hapū o Te Iwi o Whanganui land-based Māori heritage, structures and monuments.
- 17.2. Sharing knowledge and expertise associated with Ngā Hapū o Te Iwi o Whanganui cultural heritage in order to:
- a. share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
 - b. share information on database use and research methodologies specific to, or that can be applied towards Ngā Hapū o Te Iwi o Whanganui taonga;
 - c. work together on exhibition planning processes and related activities specific to Ngā Hapū o Te Iwi o Whanganui taonga;
 - d. seek advice from Takapau Whāriki regarding specific policy and tikanga guidance as it relates to Ngā Hapū o Te Iwi o Whanganui taonga; and
 - e. share information on the preservation and protection of land-based Māori heritage, structures and monuments.
- 17.3. Opportunities for increased learning and capacity building relating to Ngā Hapū o Te Iwi o Whanganui taonga through:
- a. conservation and training in taonga and structure preservation;
 - b. collection management systems;
 - c. digitisation initiatives; and
 - d. training and development, with possible internships.

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

18. Final topics for the work plans will be mutually agreed by Takapau Whāriki and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Te Tomokanga includes potential topics for work plans between Takapau Whāriki and each of the Culture and Heritage Parties.

Ongoing Relationships

19. The Parties agree to meet (“hui of the Parties”) if requested by either party, at a date to be mutually agreed.
20. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.
21. Each party will meet its own cost of attending a hui of the Parties. This clause relates specifically to costs associated with travel to and from a hui of the Parties. It does not relate to costs associated with hosting, which will typically be met by the hosting Party.

Communication

22. The Parties commit to:
 - 22.1. maintain effective communication with one another on any concerns and issues arising from this Te Tomokanga and its implementation;
 - 22.2. provide reasonable opportunities for meetings of relevant management and staff;
 - 22.3. provide reasonable opportunities to train relevant employees of the Parties to ensure they are made aware of this Te Tomokanga and the practical tasks which flow from it;
 - 22.4. provide reasonable opportunities to inform other organisations with whom they work, central government agencies and stakeholders about this Te Tomokanga and future amendments, as relevant; and
 - 22.5. include a copy of this Te Tomokanga Tiaki Taonga on the Culture and Heritage Parties’ websites.
23. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Te Tomokanga shall be resolved in accordance with Te Tomokanga ki Te Matapihi.

Changes to Policy and Legislation Affecting this Te Tomokanga

24. In addition to the specific commitments in this Te Tomokanga, the Culture and Heritage Parties will consult, wherever practicable, with Takapau Whāriki on legislative and policy development or review which potentially affects Ngā Hapū o Te Iwi o Whanganui taonga and provide for opportunities for Takapau Whāriki to contribute to such developments.
25. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

the Culture and Heritage Parties operate, and which impacts on the purpose of this Te Tomokanga, the Culture and Heritage Parties will:

- 25.1. notify Takapau Whāriki of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
 - 25.2. make available to Takapau Whāriki all relevant information;
 - 25.3. ensure Takapau Whāriki has an opportunity to discuss and engage with the relevant *Culture and Heritage Party regarding any preliminary outcome of any consultation/process*; and
 - 25.4. advise Takapau Whāriki of the final outcome of any such consultation.
26. Where the Culture and Heritage Parties are required to consult under this Te Tomokanga, the basic principles that will be followed in consulting with Takapau Whāriki in each case are:
- 26.1. ensuring that Takapau Whāriki trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage party of the proposal or issues to be the subject of the consultation;
 - 26.2. providing Takapau Whāriki trustees with sufficient information to engage and make informed submissions in relation to any of the matters that are the subject of the consultation;
 - 26.3. ensuring that sufficient time is given for the participation of Takapau Whāriki trustees, and/or Ngā Hapū o Te Iwi o Whanganui members as appropriate, in the decision making process including the preparation of submissions by Takapau Whāriki trustees in relation to any of the matters that are the subject of the consultation;
 - 26.4. ensuring that the Culture and Heritage party will approach the consultation with Takapau Whāriki trustees with an open mind and in accordance with Te Tomokanga, and will genuinely consider the submissions of Takapau Whāriki trustees in relation to any of the matters that are the subject of the consultation; and
 - 26.5. reporting back to Takapau Whāriki trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

Effect

27. The Parties are focussed on and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focussed on building enduring relationships to establish shared ways of working. This Whakaaetanga is not legally binding.
28. Appendix B (The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu) of the Te Tomokanga is issued pursuant to sections 26 to 29 and section 31 of the [Ngā Hapū o Te Iwi o Whanganui Claims Settlement Act 2026] ("the Settlement Legislation") that implements the Deed of Settlement, and is subject to the Settlement

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

Legislation and the Deed of Settlement. The aspects of Appendix B that are reflected in the Settlement Legislation are legally enforceable.

29. Takapau Whāriki acknowledges that all agreements and commitments contained in this Te Tomokanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific taonga are held by the Culture and Heritage Parties.

Dispute Resolution

30. If a dispute arises in connection with this Te Tomokanga, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
31. If the process in clause 30 does not result in resolution of the dispute, the matter may be escalated to a meeting of the relevant Culture and Heritage Party's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
32. If the dispute is not resolved within a reasonable time through the process under clause 31, then the matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Chief Executive of the relevant Culture and Heritage Party (or nominee). In the case of Te Papa and Pouhere Taonga, the Chairperson of the Board. The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
33. If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
34. The costs of mediation are to be split equally between the parties.
35. Nothing under clauses 30 – 34, or in this agreement, prevents Takapau Whāriki from contacting or meeting with the relevant Minister, if required.

Review provision

36. This Te Tomokanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Te Tomokanga.
37. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered in Te Tomokanga remain relevant and continue to capture the purpose of Te Tomokanga.
38. If for any reason, the hui of the Parties is unable to take place, a review is to be carried out by the Parties by an alternative agreed method.
39. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at clause 19-21 and may sign an amended Te Tomokanga that reflects the changes which will take effect upon signing.

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

Definitions

| | |
|---------------------------------------|--|
| “the Settlement Redress Area” | means the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area defined at Appendix D |
| “Culture and Heritage parties” | has the same meaning given to it in “the Parties” section of this Te Tomokanga |
| “Deaccessioned” | means the permanent removal of an item from the collections of Te Papa |
| “Found” | has the same meaning as in section 2 of the Protected Objects Act 1975 |
| “Inventories” | means list of information |
| “Te Tomokanga Tiaki Taonga” | “the Te Tomokanga”: means this Te Tomokanga Tiaki Taonga (consistent with Whaakaetanga Tiaki Taonga). |
| “National Library” | includes the Alexander Turnbull Library |
| “Ngā Mātāpono” | has the same meaning as in the Deed of Settlement. |
| “Settlement Date” | has the same meaning as in the Deed of Settlement. |
| “Taonga” | Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga. |
| “Te Tomokanga Te Matapihi” | has the same meaning as in the Deed of Settlement. |
| “Tiaki Taonga” | means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties |
| “Tupua Te Kawa” | has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 |



DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

[Issued on []

Signing parties

WITNESS

(Name)

Chief Executive

Name:

Takapau Whāriki Trust

Occupation:

Date:

Address:

Paul James

Chief Executive

WITNESS

Te Tari Taiwhenua Department of Internal Affairs

Date:

Name:

Occupation:

Address:

Leauanae Laulu Mac

Tumu Whakarae, Chief Executive

Ministry for Culture and Heritage Manatū Taonga

WITNESS

Date:

Name:

Occupation:

Address:



DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

Courtney Johnston

Tumu Whakarae, Chief Executive

WITNESS

Museum of New Zealand Te Papa Tongarewa _____

Date:

Name:

Occupation:

Address:

Dr Arapata Hakiwai

Kaihautū

WITNESS

Museum of New Zealand Te Papa Tongarewa _____

Date:

Name:

Occupation:

Address:

Andrew Coleman

Chief Executive

WITNESS

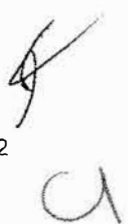
Heritage New Zealand Pouhere Taonga _____

Date:

Name:

Occupation:

Address:



Appendix A: Work Plan Topics Specific to Culture and Heritage Parties

Potential topics for Culture and Heritage Parties' respective work plans may include, but are not limited to, the topics identified below.

Te Tari Taiwhenua Department of Internal Affairs

National Library Te Puna Mātauranga o Aotearoa

1. Collaborative Care and Management of Taonga:
 - a) to work with Takapau Whāriki to develop processes to record what material relating to Ngā Hapū o Te Iwi o Whanganui taonga is being accessed from the collections;
 - b) to work with Takapau Whāriki to develop protocols concerning use of and access to material relating to Ngā Hapū o Te Iwi o Whanganui taonga;
 - c) to work with Takapau Whāriki to develop and maintain any existing or future collection(s) that concern or refer to Whanganui taonga;
 - d) to work with Takapau Whāriki to develop exhibition opportunities relating to Ngā Hapū o Te Iwi o Whanganui Settlement taonga; and
 - e) to provide Takapau Whāriki the opportunity to share their mātauranga regarding key activities and events at National Library.
2. Sharing knowledge and expertise associated with Ngā Hapū o Te Iwi o Whanganui taonga:
 - a) to share knowledge and expertise on Ngā Hapū o Te Iwi o Whanganui taonga held in New Zealand and overseas; and
 - b) to broker relationships with New Zealand and international libraries and heritage organisations.

Archives New Zealand Te Rua Mahara o Te Kāwanatanga

3. Collaborative Care and Management of Taonga:
 - a) to work with Takapau Whāriki to develop processes to record what material relating to Ngā Hapū o Te Iwi o Whanganui taonga is being accessed from the collections;
 - b) to work with Takapau Whāriki to develop protocols concerning use of and access to materials relating to Ngā Hapū o Te Iwi o Whanganui taonga;
 - c) The Chief Archivist will facilitate, where possible, the engagement of public offices with Ngā Hapū o Te Iwi o Whanganui to identify and arrange for the discharge of any taonga records relevant to Ngā Hapū o Te Iwi o Whanganui which are scheduled for disposal and are not required for retention as part of the permanent Government record.

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- d) to develop a process to provide information to Takapau Whāriki on the type of research being conducted when Ngā Hapū o Te Iwi o Whanganui taonga are being accessed.
4. Monitoring delivery of service:
- a) to develop processes to monitor the effectiveness of the relationship with and services to Takapau Whāriki in achieving outcomes mutually agreed in the work plans.
5. Analysis and reporting:
- a) to prepare and prioritise a list of key questions to ask regularly in written reports to Takapau Whāriki which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
6. Advice for public offices and local authorities on access to Ngā Hapū o Te Iwi o Whanganui taonga:
- a) to consult with Takapau Whāriki, and advise public offices and local authorities, on *best practice in making access decisions* for access to Ngā Hapū o Te Iwi o Whanganui taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

7. To work with Takapau Whāriki consistent with the principle of Mana Taonga which:
- a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and
 - b) shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of taonga.
8. Collaborative Care and Management of Taonga:
- a) to develop and maintain an inventory of Ngā Hapū o Te Iwi o Whanganui taonga held at Te Papa;
 - b) to ensure access to Ngā Hapū o Te Iwi o Whanganui taonga held at Te Papa;
 - c) to work with Takapau Whāriki to develop exhibition opportunities; and
 - d) to provide opportunities to promote Ngā Hapū o Te Iwi o Whanganui artists at Te Papa.
9. To provide Ngā Hapū o Te Iwi o Whanganui the opportunity to share their mātauranga regarding key activities and events at Te Papa:
- a) to recognise the Takapau Whāriki as an iwi authority for Ngā Hapū o Te Iwi o Whanganui in relation to taonga issues; and

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- b) to consult with Takapau Whāriki regarding, and provide Ngā Hapū o Te Iwi o Whanganui with the opportunity to acquire, Ngā Hapū o Te Iwi o Whanganui taonga that may be deaccessioned by Te Papa.
10. Sharing knowledge and expertise associated with Ngā Hapū o Te Iwi o Whanganui cultural heritage kaupapa:
- a) to share knowledge and expertise associated with Ngā Hapū o Te Iwi o Whanganui cultural heritage kaupapa, including the following:
 - i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;
 - ii) Visitor Market Research & Evaluation methodology and data;
 - iii) Ngā Hapū o Te Iwi o Whanganui taonga held overseas;
 - b) to actively facilitate Ngā Hapū o Te Iwi o Whanganui relationships with New Zealand and international museums, galleries and heritage organisations; and
 - c) to actively facilitate opportunities for access and reconnection of Takapau Whāriki taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations

11. In the future Te Papa and Takapau Whāriki will work together on:
- a) New Zealand Museum Standards Scheme;
 - b) advice on cultural centre development;
 - c) commercial initiatives;
 - d) exhibition and project partnership; and
 - e) repatriation of Māori and Moriori ancestral remains to their iwi/imi and rohe of origin in Aotearoa, Te Waipounamu and Rēkohu/Chatham Islands/Wharekauri.
12. To implement the above workplan, initial contact is to be made with Te Papa through the Kaihautū and the Director of the Ngā Manu Atarua directorate.
13. Funding for workshops to develop iwi capacity and capability in research, care of taonga and development of exhibitions is provided through Te Papa's Te Paerangi National Services group. To maximise this funding, opportunities may be given for multiple iwi and Māori community representatives to learn and share their mātauranga together.

Pouhere Taonga Heritage New Zealand– Māori Heritage

14. From maunga kōrero to punawai, from where tūpuna to rua kōiwi, Māori heritage places are taonga tuku iho, integral to Aotearoa/ New Zealand's culture and identity. Pouhere Taonga – Heritage New Zealand ("Pouhere Taonga") promotes the identification,

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

protection, preservation and conservation of the historical and cultural heritage of our country.

Whakaoranga Taonga Marae – Māori Buildings Conservation Programme

15. Wharenuī, wharekai, whare karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, hapū and iwi initiatives to preserve these taonga through a range of advisory and on-site services.
16. These services include:
 - a) conservation assessments;
 - b) conservation technical advice and services;
 - c) conservation workshops; and
 - d) funding advice.

Mahi Hura Whenua – Māori Heritage and Archaeology

17. The Heritage New Zealand Pouhere Taonga Act 2014 (“the Act”) defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence relating to the history of Aotearoa/New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must apply for an archaeological authority. The archaeological authority provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:
 - a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and hapū or iwi has been conducted; and
 - b) help liaise with communities – relevant iwi, hapū and hāpori, landowners, developers, archaeologists.

Mahi Rārangi Kōrero – Māori Heritage and the List

18. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero (“the List”) recognises historic places, historic areas, Wāhi Tapu, Wāhi Tapu areas and Wāhi Tūpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:
 - a) liaise and engage with relevant iwi/hapū and hāpori and interested groups, e.g. landowners, local authorities, government departments;
 - b) specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to iwi/hapū of their taonga places; and

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- c) work with iwi/hapū and relevant groups towards the long-term conservation, and protection of Māori heritage places, in particular through district planning mechanisms if this is deemed appropriate and conservation advice.

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Appendix B: The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu

1. The Minister for Arts, Culture and Heritage (“the Minister”) and the Chief Executive of the Ministry for Culture and Heritage (“the Chief Executive”) have certain roles in terms of the matters described in this Appendix. In exercising such roles, the Minister and the Chief Executive will provide Takapau Whāriki with the opportunity for input into those matters.

Relationship Principles

2. Takapau Whāriki, the Minister and the Chief Executive agree to abide by the relationship principles set out in clauses 12 and 13 of this Te Tomokanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

Te Tomokanga Provisions

3. The Ministry for Culture and Heritage (“MCH”) agrees to comply with all its obligations to Takapau Whāriki set out in the body of the Te Tomokanga.

Protected Objects Act 1975

4. The Chief Executive has certain functions, powers and duties in terms of the Protected Objects Act 1975 (formerly known as the Antiquities Act 1975) and will consult, notify and provide information to Takapau Whāriki trustees within the limits of the Act.
5. The Protected Objects Act 1975 regulates:
 - a) the export of protected New Zealand objects;
 - b) the illegal export and import of protected New Zealand and foreign objects; and
 - c) the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

Notification of Taonga Tūturu

6. From the date this Te Tomokanga is issued the Chief Executive will:
 - a) notify Takapau Whāriki in writing of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand;
 - b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand;
 - c) notify Takapau Whāriki in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand;



DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- d) notify Takapau Whāriki in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession, or custody of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- e) notify Takapau Whāriki in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession, or custody of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in the area or identified as being Ngā Hapū o Te Iwi o Whanganui origin found elsewhere in New Zealand

7. If Takapau Whāriki lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
8. If there is a competing claim or claims lodged in conjunction with Takapau Whāriki claim of ownership, the Chief Executive will consult with Takapau Whāriki for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
9. If the competing claims for ownership of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of Takapau Whāriki may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Custody of Taonga Tūturu found in the area of identified as being Ngā Hapū o Te Iwi o Whanganui origin found elsewhere in New Zealand

10. If Takapau Whāriki does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Ngā Hapū o Te Iwi o Whanganui origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
 - a) consult Takapau Whāriki before a decision is made on who may have custody of the Taonga Tūturu; and
 - b) notify Takapau Whāriki in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications – Expert Examiners

11. For the purpose of seeking an expert opinion from Takapau Whāriki trustees on any export applications to remove any Taonga Tūturu of Ngā Hapū o Te Iwi o Whanganui origin from

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

New Zealand, the Chief Executive will register Takapau Whāriki trustees on the MCH Register of Expert Examiners.

12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngā Hapū o Te Iwi o Whanganui origin from New Zealand, the Chief Executive will consult Takapau Whāriki trustees as an Expert Examiner on that application and notify Takapau Whāriki trustees in writing of their decision.

The role of the Minister under the Protected Objects Act 1975

13. The Minister has functions, powers and duties under the Protected Objects Act 1975 and may consult, notify and provide information to Takapau Whāriki within the limits of the Act. In circumstances where the Chief Executive originally consulted Takapau Whāriki as an Expert Examiner, the Minister may consult with Takapau Whāriki where a person appeals the decision of the Chief Executive to:
 - a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
14. MCH will notify Takapau Whāriki in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Takapau Whāriki was consulted as an Expert Examiner.

Registration as a collector of Ngā Taonga Tūturu

15. The Chief Executive will register Takapau Whāriki trustees as a Registered Collector of Taonga Tūturu.

Board appointments

16. The Chief Executive shall:
 - a) notify Takapau Whāriki trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - b) add Takapau Whāriki trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
 - c) notify Takapau Whāriki trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

National Monuments, War Graves and Historic Graves

17. The Chief Executive shall seek and consider the views of Takapau Whāriki trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Ngā Hapū o Te Iwi o Whanganui's interests.
18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by Takapau Whāriki, which the Chief Executive considers complies with the MCH's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

History Publications

19. The Chief Executive shall:
- a) provide Takapau Whāriki trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate to Ngā Hapū o Te Iwi o Whanganui; and
 - b) where reasonably practicable, consult with Takapau Whāriki trustees on any work MCH undertakes that relates to Ngā Hapū o Te Iwi o Whanganui:
 - i) from an early stage;
 - ii) during the process of undertaking the work; and
 - iii) before making the final decision on the material of a publication.
20. *Takapau Whāriki trustees accept that the author, after genuinely considering the submissions and/or views of and confirming and correcting any factual mistakes identified by Takapau Whāriki trustees, is entitled to make the final decision on the material of the historical publication.*

Provision of Cultural and/or Spiritual Practices and Professional Services

21. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngā Hapū o Te Iwi o Whanganui within the Area, the Chief Executive will meet the costs of undertaking such practices.
22. Where appropriate, the Chief Executive will consider using Takapau Whāriki trustees as a provider of professional services. The procurement by the Chief Executive of any such services is subject to the Government Procurement Rules, all government good practice policies and guidelines, and MCH's purchasing policy.

Appendix C: Background information of the agencies

Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs (“the Department”) is the oldest government department and has been part of the fabric of New Zealand’s Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. It works towards ensuring oranga hapū, iwi and Māori is improved through an enduring, equitable and positive Māori-Crown partnership; and that iwi, hapū and communities across New Zealand are safe, resilient and thriving.
3. The Department is responsible to several Ministers administering one vote across multiple portfolios. Our portfolios currently include Internal Affairs, Ministerial Services, Racing, Local Government, the Community and Voluntary sector, National Library, Archives New Zealand and the Chief Information Office.
4. The Minister of Internal Affairs oversees the Government’s ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
5. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates people’s activity, encourages compliance and enforces the law;
 - (d) monitors performance; and
 - (e) currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
6. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation, the Chief Executive of the Department of Internal Affairs became accountable for the functions of the National Library and of Archives New Zealand.
7. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in this Whakaaetanga in relation to the functions of the National Library and Archives New Zealand, and will have an important role in managing the overall relationship with Takapau Whāriki.

National Library of New Zealand (Te Puna Mātauranga o Aotearoa)

8. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;



DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

- (b) supplementing and furthering the work of other libraries in New Zealand; and
 - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
9. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
 - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
 - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

10. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
11. Archives New Zealand works to achieve the following outcomes:
- (a) Full and accurate records are kept by public sector agencies;
 - (b) Public archives are preserved and well-managed; and
 - (c) Public archives are accessible and used.
12. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.
13. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
14. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
15. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
16. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

provide local communities with access to records of local significance. Together we support government recordkeeping and Māori, iwi and hapū with the care and management of archives.

Museum of New Zealand Te Papa Tongarewa (Te Papa)

17. The Museum of New Zealand Te Papa Tongarewa ("Te Papa") is an autonomous Crown Entity under the Crown Entities Act 2004. It was established by the Museum of New Zealand Te Papa Tongarewa Act 1992, replacing the former National Museum and National Art Gallery.
18. Te Papa's purpose, as stated in the Museum of New Zealand Te Papa Tongarewa Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future".
19. Under the Act, in performing its functions, Te Papa shall:
 - (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
 - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;
 - (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.
20. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website: www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents.

Manatū Taonga – Ministry for Culture and Heritage

21. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
22. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.
23. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand's culture and kaitiaki of New Zealand's taonga. The Ministry's work prioritises cultural outcomes and supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
24. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day

DOCUMENTS

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

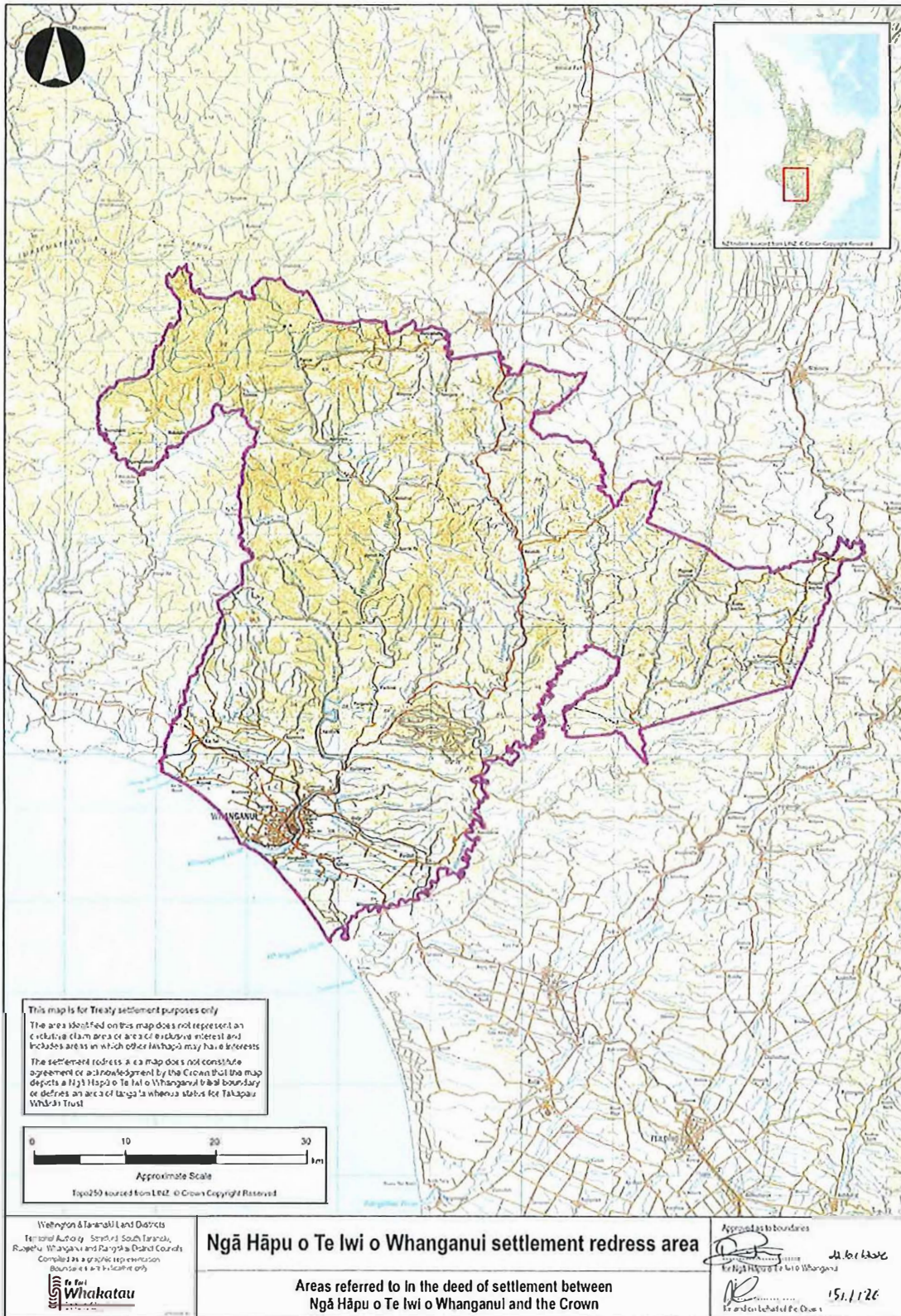
celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

Heritage New Zealand Pouhere Taonga

25. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
26. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the <http://legislation.govt.nz/act/public/2014/0026/latest/DLM4005414.html>.
27. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.
28. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

5.2: TOMOKANGA TIAKI TAONGA – RELATIONSHIP AGREEMENT WITH THE CULTURE AND HERITAGE PARTIES

Appendix D: Ngā Hapū o Te Iwi o Whanganui - Settlement Redress Area



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DOCUMENTS

5.3 JUSTICE SECTOR RELATIONSHIP AGREEMENT



a

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

**THE MINISTRY OF JUSTICE, DEPARTMENT OF CORRECTIONS AND
NEW ZEALAND POLICE**

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5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

| | |
|--|---|
| Ko te rangawhenua te mātāpuna o te ora | Our nationhood sustains us, |
| Mai te whare toka ki te tokatū | our tribal domain dictates our worldview, |
| He matapihi ki uta, ki tai, ki te ao | our culture and economy sustain and elevate |
| He ao āpōpō, he ao tea | our mana motuhake and tino rangatiratanga, |
| | our legacy, our aspirations, our future |

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through the Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of the Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with the Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Justice, Department of Correction and New Zealand Police (**Justice Sector**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Justice Sector.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by, and provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Justice sector.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

TABLE OF CONTENTS

TIMATA: TE TOMOKANGA KI TE MATAPIHI 2

TUPOUA TE KAWA 3

NGĀ MĀTĀPONO 3

1.0 THE PARTIES 5

2.0 BACKGROUND AND PURPOSE 5

3.0 GIVING LIFE TO NGĀ MĀTĀPONO 6

4.0 VALUES OF THE JUSTICE SECTOR AGENCIES 7

5.0 ENGAGEMENT 9

6.0 INFORMATION SHARING 12

7.0 COMMUNICATION 12

8.0 CONTACTS 12

9.0 OFFICIAL INFORMATION 13

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS 13

11.0 SPECIAL CONDITIONS 13

12.0 REVIEW AND AMENDMENT 14

13.0 DISPUTE RESOLUTION PROCESS 14

14.0 DEFINITIONS 14

APPENDIX ONE: NGĀ HAPŪ O TE IWĪ O WHANGANUI ADVICE ABOUT GIVING LIFE TO
NGĀ MĀTĀPONO 17

APPENDIX TWO: MAP OF NGĀ HAPŪ O TE IWĪ O WHANGANUI SETTLEMENT REDRESS
AREA.....20



DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui (**Takapau Whāriki**));
- (b) The Ministry of Justice/Te Tāhū o te Ture (the **Ministry of Justice**);
- (c) Department of Corrections/Ara Poutama Aotearoa (the **Department of Corrections**); and
- (d) New Zealand Police/Ngā Pirihimana o Aotearoa (**NZ Police**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Justice Sector with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Justice Sector journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono | Commitments reached |
|---|---|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Integrity and respect are shared values across Justice Sector Agencies. Each agency supports an enduring and effective relationship with Whanganui Land Settlement Negotiation Trust (Ngā Hapū o Te Iwi o Whanganui) that gives life to these shared values.</p> <p>Justice Sector Agencies will use our best endeavours to:</p> <ul style="list-style-type: none"> • continue to deepen and grow our understanding of Te Tomokanga ki te Matapihi, Ngā Mātāpono and what it means for our work • engage based on the principle of Mana ki te Mana, Mahi ki te Mahi • continue to maintain open and active communication lines • continue to strengthen and enhance our working relationships with Ngā Hapū o Te Iwi o Whanganui, including through our current relationships such as the NZ Police and Ministry of Justice arrangements under Te Puna Hapori. • identify shared goals and values, and develop strategies to achieve them together • do what we say we will do and be honest about what we cannot do. |
| <p>Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared</p> | <p>Justice Sector agencies understand their responsibilities in the justice sector and recognise the mana of Ngā Hapū o Te Iwi o Whanganui as the Iwi and kaitiaki in their area of relationships.</p> <p>Justice Sector Agencies will use our best endeavours to:</p> <ul style="list-style-type: none"> • engage and collaborate with Ngā Hapū o Te Iwi o Whanganui |

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

| | |
|--|--|
| <p>responsibility to uphold that mana.</p> | <p>on issues that impact the people and whenua within their area of relationships</p> <ul style="list-style-type: none"> • engage with Ngā Hapū o Te Iwi o Whanganui on proposed work that may fall within their area of relationships • explore and discuss opportunities for Ngā Hapū o Te Iwi o Whanganui involvement at a strategic level, in business planning and in local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • recognise the importance of Te Tomokanga ki Te Matapihi and the value of local solutions to local matters, including Ngā Hapū o Te Iwi o Whanganui's unique role in these solutions • explore opportunities to apply Ngā Mātāpono at operational levels • strive to listen to Ngā Hapū o Te Iwi o Whanganui perspectives and to respect their mana. |
| <p>Toitū Te Whenua Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Justice Sector Agencies recognise their status and role as Te Rino in the context of Te Tomokanga ki Te Matapihi and our obligations to uphold te Tiriti o Waitangi/Treaty of Waitangi with Ngā Hapū o Te Iwi o Whanganui. Agencies also recognise the values reflected in Tupua Te Kawa.</p> <p>Justice Sector Agencies will use our best endeavours to:</p> <ul style="list-style-type: none"> • work together to understand the principles of Tupua Te Kawa and explore opportunities to apply them at the operational level. • work together with other agencies, entities, and iwi for the common purpose of providing for, and protecting the health and wellbeing of, the people, community • work together to develop a values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is relational, meaningful and trusting • acknowledge the connection between our work and its connection to people and the natural world. |

4.0 VALUES OF THE JUSTICE SECTOR AGENCIES

Ministry of Justice/Te Tāhū o Te Ture

4.1 The Ministry, welcomes the opportunity to continue an ongoing relationship with Ngā Hapū o Te Iwi o Whanganui. The Ministry has integrated whakaaro Māori into its RISE values, which are:

- (a) **Respect – Whakamana: *Ko te tohu o te mana ko te whakamana*** – A process of mutual respect and understanding.
- (b) **Integrity – Toka Tū: *Kia toka tū moana*** - To be solid in our foundations and to maintain the integrity of the Ministry.

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

- (c) **Service – Ākina: *Kia manawa tītī*** – Ākina or encouragement is about doing what needs to be done without praise or the need to be recognised.
- (d) **Excellence – Eke Panuku: *Kaua mā te waewae tūtuki engari mā te upoko pakaru*** – To successfully overcome.

Department of Corrections/ Ara Poutama Aotearoa

4.2 The values of the Department of Corrections/ Ara Poutama Aotearoa are:

- (a) **Manaaki (Respect)** – We care for and respect everyone.
- (b) **Kaitiaki (Guardianship)** – We are responsive and responsible.
- (c) **Whānau (Relationships)** – We develop supportive relationships.
- (d) **Rangatira (Leadership)** – We demonstrate leadership and are accountable.
- (e) **Wairua (Spirituality)** – We are unified and focused in our efforts.

New Zealand Police/Ngā Pirihimana o Aotearoa

4.3 The values of New Zealand Police/Ngā Pirihimana o Aotearoa are:

- (a) **Professionalism** - Our employees take pride in representing Police and making a difference in the communities the behaving professionally, in combination with specialist skills and expertise, is essential to ensuring colleagues and communities feel safe and are safe. In short, we want to "look the part and be the part".
- (b) **Respect** - Police should treat everyone with dignity, uphold individual rights and honour their freedoms. We treat others as we would want to be treated. Being respectful of colleagues and the communities we work with builds trust and confidence in our organisation.
- (c) **Integrity** - Police employees need to be honest and uphold excellent ethical standards. Our integrity as individuals and as an organisation, is critical to building the trust and confidence of our colleagues and the communities we serve.
- (d) **Commitment to Māori and the Treaty** - Police act in good faith of, and respect, the principles of Te Tiriti o Waitangi. The principles are "partnership", "protection" and "participation". Working with Māori is essential to success. Police and Māori stand together, because only then can we build the support and relationships to reverse the over-representation of Māori in the criminal justice system.
- (e) **Empathy** - All Police employees seek to understand and consider the experience and perspective of the people we serve. It's about walking in other people's shoes. Better results will be achieved when we appreciate situations from the point of view of all the people we serve, work alongside and represent.
- (f) **Valuing Diversity** - Recognising different perspectives and experiences help make us better at what we do. Reflecting the communities we serve and appreciating different thinking and ways of life leads to better problem solving and results.

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within the Justice Sector's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 5.3 to 5.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 5.15 to 5.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 5.10 to 5.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 5.3 The Parties agree that a senior representative of Takapau Whāriki and the Justice Sector will participate in an annual relationship meeting.
- 5.4 The Justice Sector's representatives at the annual relationship meeting will be an appropriate member from each agency's Leadership Team, or an individual referred to in paragraph 8.1, who is delegated to make decisions on each agency's behalf.
- 5.5 *Before each relationship meeting held in accordance with clause 5.3, representatives of Takapau Whāriki and the Justice Sector will agree to administrative arrangements for the meeting including the agenda.*
- 5.6 Agenda items should include:
- (a) the annual workplan for the Justice Sector, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) reviewed any work plan developed under clause 5.10 to 5.14;
 - (c) opportunities for collaboration between the Justice Sector and Takapau Whāriki;
 - (d) any other matters of mutual interest; and
 - (e) next steps, including any further meeting dates required to review aspects of the Justice Sector's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 5.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.9 The Parties may, in writing, agree not to hold annual relationship meetings.

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

Work Plans

- 5.10 As a result of the annual relationship meetings, held in accordance with clause 5.3, and as part of other relationship meetings held in accordance with clause 5.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting.
- 5.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
- (a) developing shared policies that benefit the community;
 - (b) in accordance with clause 6.0 below, sharing information that is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) building on the current resource base to maximise opportunities;
 - (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area
 - (f) establishing shared prevention and intervention programs within the local community;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles,
 - (h) creating opportunities for increased learning and capacity building;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 5.12 When developing work plans under this agreement, the Justice Sector may invite any other party to be involved in discussions about the work plan. The Justice Sector will engage with Takapau Whāriki before issuing any such invitation.
- 5.13 Work plans will be mutually agreed by Takapau Whāriki and the Justice Sector and will reflect the priorities, resources and the specific functions and duties of the parties.
- 5.14 At the initial annual meeting, the Parties will agree priority topics, and these may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 5.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.

- 5.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Justice Sector. The Justice Sector will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 5.20 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 5.21 The Justice Sector will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 5.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

- (c) maintaining information on the parties' office holders, their addresses and contact details;
- (d) providing a primary contact at the Justice Sector for Takapau Whāriki who will act as a liaison person with other Justice Sector staff;
- (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Justice Sector to discuss and (if possible) resolve any issues that may arise;
- (f) informing relevant Justice Sector staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

8.1 The contact person for each of the Justice Sector Agencies for all matters relating to this Relationship Agreement is:

- (a) NZ Police - Deputy Commissioner or the Deputy Chief Executive Iwi and Communities, or their delegates.
- (b) Ministry of Justice - Pou Whirinaki or nominated representative.
- (c) Department of Corrections - Regional General Manager Communities Partnerships and Pathways.

8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

8.3 The contact persons named in clauses in this Relationship Agreement may change from time to time. The Justice Sector Agencies and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

9.1 The Justice Sector is subject to the requirements of the Official Information Act 1982 (OIA).

9.2 The Justice Sector may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

9.3 The Justice Sector will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

Takapau Whāriki wishes to make must be provided to the Justice Sector in a timely fashion, so that the Justice Sector is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 10.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.
- 10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.4 The commitments of the Justice Sector under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Justice Sector and of the government of the day.
- 10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

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

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 12.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 5.3 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

- 13.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The parties *acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.*
- 13.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 13.5 The costs of mediation are to be split equally between the parties.
- 13.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 13.0.

14.0 DEFINITIONS

| | |
|--|---|
| “Justice Sector” or “Justice Sector Agencies” | means the Ministry of Justice, Department of Corrections and NZ Police. |
| “the Settlement Redress Area” | means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two. |
| “Settlement Date” | has the same meaning as in the Deed of Settlement. |
| “Te Tomokanga” | has the same meaning as in the Deed of Settlement. |
| “Te Tomokanga Toitū te Whānau” | means the enduring and positive well-being of the family/whānau. |
| “Tupua te Kawa” | has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017. |

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

SIGNED for and on behalf of THE)
MINISTRY OF JUSTICE/TE TĀHŪ O)
TE TURE in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of THE)
DEPARTMENT OF)
CORRECTIONS/ARA POUTAMA)
AOTEAROA in the presence of:)

Signature of Witness

Witness Name

Occupation

Address



DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

SIGNED for and on behalf of NEW)
ZEALAND POLICE/NGĀ)
PIRIHIMANA O AOTEAROA in the)
presence of:)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the)
trustees of the TAKAPAU WHĀRIKI)
TRUST by the Chair, in the presence)
of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address



ca

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about what giving life to Ngā Mātāpono

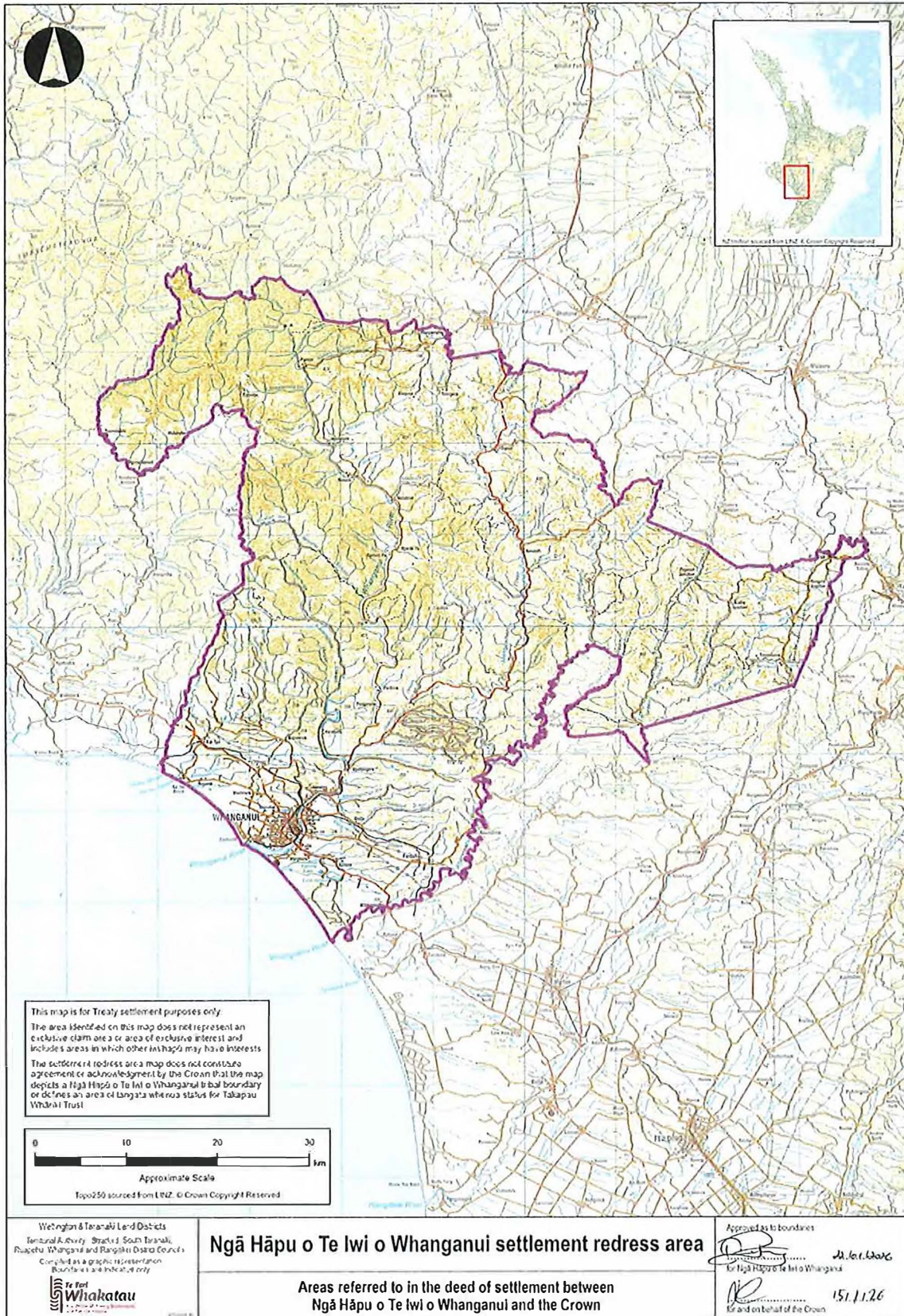
| <p>Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono</p> | <p>How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values</p> | <p>Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for</p> |
|--|---|--|
| <p>Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Justice Sector officials to relay this to all parts/members of each agency (Justice, NZ Police and Corrections).</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p> |
| <p>Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi</p> |

DOCUMENTS

5.3: JUSTICE SECTOR RELATIONSHIP AGREEMENT

| | | |
|---|--|---|
| <p>to uphold that mana.</p> | <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>and its relevance to developing hapū and iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū te whenua</p> <p>Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p> | <p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p> |

APPENDIX TWO – Map of Ngā Hāpū o Te Iwi o Whanganui Settlement Redress Area



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5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

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TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

NGĀ HAPŪ O TE IWI O WHANGANUI

through **TAKAPAU WHĀRIKI TRUST**

and

KĀINGA ORA – HOMES AND COMMUNITIES

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DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

| | |
|--|---|
| Ko te rangawhenua te mātāpuna o te ora | Our nationhood sustains us, |
| Mai te whare toka ki te tokatū | our tribal domain dictates our worldview, |
| He matapihi ki uta, ki tai, ki te ao | our culture and economy sustain and elevate |
| He ao āpōpō, he ao tea | our mana motuhake and tino rangatiratanga, |
| | our legacy, our aspirations, our future |

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome Kāinga Ora as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Kāinga Ora.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Kāinga Ora.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

TABLE OF CONTENTS

TIMATA: TE TOMOKANGA KI TE MATAPIHI 2

NGĀ MĀTĀPONO 3

TUPOUA TE KAWA 3

1.0 THE PARTIES 5

2.0 BACKGROUND AND PURPOSE..... 5

3.0 GIVING LIFE TO NGĀ MĀTĀPONO 6

4.0 KĀINGA ORA VALUES..... 6

5.0 ROLES AND RESPONSIBILITIES..... 8

6.0 ENGAGEMENT 9

7.0 INFORMATION SHARING..... 12

8.0 COMMUNICATION..... 12

9.0 CONTACTS 12

10.0 OFFICIAL INFORMATION..... 13

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS 13

12.0 SPECIAL CONDITIONS 13

13.0 REVIEW AND AMENDMENT 13

14.0 DISPUTE RESOLUTION PROCESS..... 14

15.0 DEFINITIONS 14

APPENDIX ONE - NGĀ HAPŪ O TE IWĪ O WHANGANUI ADVICE ABOUT GIVING LIFE TO
NGĀ MĀTĀPONO..... 16

APPENDIX TWO – MAP OF NGĀ HAPŪ O TE IWĪ O WHANGANUI SETTLEMENT REDRESS
AREA.....
..... 19

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (Takapau Whāriki); and
- (b) Kāinga Ora – Homes and Communities (**Kāinga Ora**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Kāinga Ora with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Kāinga Ora journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono | Proposed Commitments |
|---|---|
| <p>Toitū Te Kupu</p> <p>Relationship of Integrity</p> <p>The intent of one's word and the truth of its expression</p> | <p>To Kāinga Ora this means "walking the talk." To do that Kāinga Ora will –</p> <ul style="list-style-type: none"> • Learn where, when, with who and how to engage and seek clarification about engaging when necessary. • Be prepared to engage. • Have the right people from Kāinga Ora engage so decisions and commitments, are implemented. • Some matters being raised or discussed will be new to the Parties with neither having experience with. Both Parties agree to explore how best to progress those matters. |
| <p>Toitū Te Mana</p> <p>Relationship of Authority</p> <p>Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.</p> | <p>To Kāinga Ora this means "hapū exercising tino rangatiratanga," to support hapū exercising tino rangatiratanga. Kāinga Ora will, explore how best to-</p> <ul style="list-style-type: none"> • Understand and acknowledge hapū tino rangatiratanga when undertaking its activities. • Involve hapū in its activities where able. |
| <p>Toitū Te Whenua</p> <p>Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Kāinga Ora acknowledges the role hapū play as Kaitiaki and will support them in that role by exploring how Kāinga Ora can provide information and advice to Takapau Whāriki and/or hapū about its activities in the Whanganui Settlement Redress Area so that the impact of its activities on te Taiao is understood, recorded, and monitored.</p> |

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

4.0 KĀINGA ORA VALUES

- 4.1 Kāinga Ora – Homes and Communities is a special name, and it is significant because of the mahi it is set up to do and the new ways it is being expected to do it, by working in partnership with Māori. To Kāinga Ora –
- (a) Kāinga is about a home, rather than a house.
 - (b) Kāinga Ora is about well-being.
 - (c) Kāinga Ora means wellbeing through places and communities.
- 4.2 The 2024-25 Statement of Performance Expectations sets out what activities Kāinga Ora will follow for the year. It confirms Kāinga Ora's commitment to fostering mutual respect, understanding, and partnership with Māori and iwi, and honouring the government's obligations under te Tiriti o Waitangi (the Treaty of Waitangi). The Kāinga Ora Strategy 2025 - 2035, where Māori are given prominent focus, outlines how we will deliver on our obligations and support Māori housing outcomes. Kāinga Ora supports the implementation of *MAIHI Ka Ora – the National Māori Housing Strategy*, and other kaupapa where Kāinga Ora has a clear role in supporting Māori housing outcomes.
- 4.3 These strategies lay a foundation for the expression and realization of Māori aspirations for housing. Co-designing Te Rautaki Māori demonstrates and priorities Partnership under te Tiriti o Waitangi.
- 4.4 The values are reaffirmed in the Kāinga Ora Strategy 2025–2035, which highlights:
- (a) A focus on Māori housing outcomes
 - (b) Te Tiriti o Waitangi: Māori and Crown partner to deliver better outcomes
 - (c) Enabling iwi and hapū aspirations in urban development and whenua-based housing solutions
 - (d) Embedding holistic service models such as *Te Whare Tapa Whā* and *Fonofale* in tenancy practice.
- 4.5 The goals of te Rautaki Māori o Kāinga Ora are:
- (a) All Māori are housed in safe and affordable homes
 - (b) Significant and efficient scaling of increased housing options for Māori
 - (c) Māori-led solutions to Māori issues with the support of government
- 4.6 Kāinga Ora must act consistently with a set of operating principles that includes working with iwi and Māori to build and support genuine, meaningful, and enduring partnerships that enable opportunities for Māori to both lead, deliver and contribute to housing solutions on their whenua, and to participate in urban development projects.
- 4.7 The Kāinga Ora Strategy 2025–2035 details four key objectives:
- (a) Our Services – We will adapt to the changing needs of our customers by refining our tenancy service model

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- (b) Our Homes – We will enhance the condition and utilization of our homes
- (c) Our Housing Portfolio – We will respond to customer needs by actively reconfiguring and renewing our homes
- (d) Our Organisation – We will be a reliably high-performing organisation

5.0 ROLES AND RESPONSIBILITIES

- 5.1 The Parties acknowledge that they are at the starting point of what is intended to be an enduring relationship. Both Parties agree to work towards developing a mutually beneficial relationship that is shown in meaningful and easy dialogue. To hasten that work, Kāinga Ora sets out here its purpose and focus areas.
- 5.2 The current vision of Kāinga Ora is: “Building better, brighter homes, communities and lives”. The core purpose of Kāinga Ora as an organisation is to make a positive difference in people’s lives.
- 5.3 The relationship Kāinga Ora has with Māori is bound by existing district and other administrative boundaries of central and local government which cross Māori rohe (i.e. geographic area of interest).
- 5.4 Kāinga Ora is working towards its focus areas of:

Tenancy Management and Urban Development

- (a) Kāinga Ora provides tenancy services to 200,000 customers and their whānau and owns, manages, and maintains some 70,000 public houses while also providing home ownership products and other services. Kāinga Ora is focusing on prioritising customers’ wellbeing, and provide customers with good quality, warm, dry, and healthy homes.
- (b) Kāinga Ora is also focused on delivering quality urban developments that connect homes with jobs, transport, open spaces, and the facilities that communities need. This includes accelerating the availability of build-ready land, and building a mix of housing including public housing, affordable housing, homes for first home buyers and market housing of several types, sizes, and tenures.

Partnering

- (c) Kāinga Ora cannot do this alone. Kāinga Ora partners with others, including councils, government agencies, local government, Māori, infrastructure providers, private developers, and community housing providers. Kāinga Ora will enable and complement, rather than compete with, the private market. One of the key functions is to understand, support and enable Māori aspirations for urban development. This means operating in a way that provides for early and meaningful engagement with Māori when doing urban development, understanding Māori perspectives and the active pursuit of opportunities for Māori to participate in urban development.

Public Housing agencies

- (d) Kāinga Ora and the Ministry of Housing and Urban Development have complementary roles in housing and urban development. The Ministry is responsible for leadership in the housing and urban development system, policy, monitoring and advising the Government on strategic direction. Kāinga Ora also

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

works closely with the Ministry of Social Development, which is responsible for working with people who need housing, income and employment support and helping people access and sustain long-term accommodation, and help meet the cost of short-term, emergency accommodation.

6.0 ENGAGEMENT

- 6.1 The Parties will work together in good faith to identify where a policy or programme, within the Kāinga Ora's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 6.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 6.3 to 6.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 6.15 to 6.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 6.10 to 6.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 6.3 The Parties agree that a senior representative of Takapau Whāriki and the Kāinga Ora will participate in an annual relationship meeting.
- 6.4 The Kāinga Ora's representatives at the annual relationship meeting will be an appropriate member of the Kāinga Ora's Leadership Team, who is delegated to make decisions upon the Kāinga Ora's behalf.
- 6.5 Before each relationship meeting held in accordance with clause 6.3, representatives of Takapau Whāriki and the Kāinga Ora will agree to administrative arrangements for the meeting including the agenda.
- 6.6 Agenda items should include:
- (a) the annual workplan for the Kāinga Ora, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) reviewed any work plan developed under clause 6.10 to 6.14;
 - (c) opportunities for collaboration between the Kāinga Ora and Takapau Whariki;
 - (d) Kāinga Ora will focus our its resources and activity in the near term on delivering our the Kāinga Ora build programme. That means Kāinga Ora will deliver in line with planning intentions, within our its financial metrics, and using the method that makes the most commercial sense (highest and best use) in that location;
 - (e) When undertaking that activity, Kāinga Ora will use our its legislative obligations to support and enhance our partnerships with iwi groups when we intend to divest a property subject to RFR. Kāinga Ora will engage with Ngā Hapū o Te Iwi o Whanganui in respect of any property divestments (including those not subject to RFR) within the Settlement Redress Area;

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- (f) any other matters of mutual interest; and
 - (g) next steps, including any further meeting dates required to review aspects of the Kāinga Ora's work programme or any new policies or processes that may be of interest to Takapau Whariki.
- 6.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 6.8 The first relationship meeting will take place within three months of a written request by Takapau Whariki.
- 6.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

- 6.10 As a result of the annual relationship meetings, held in accordance with clause 6.3, and as part of other relationship meetings held in accordance with clause 6.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting.
- 6.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
- (a) developing shared policies that benefit the community;
 - (b) in accordance with clause 7 below, sharing information that is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) building on the current resource base to maximise opportunities;
 - (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (f) establishing shared prevention and intervention programs within the local community;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles;
 - (h) creating opportunities for increased learning and capacity building;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (j) setting out a timetable for monitoring, reporting, and reviewing work plans.
- 6.12 When developing work plans under this agreement, Kāinga Ora may invite any other party to be involved in discussions about the work plan. Kāinga Ora will engage with Takapau Whāriki before issuing any such invitation.

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- 6.13 Work plans will be mutually agreed by Takapau Whāriki and Kāinga Ora and will reflect the priorities, resources and the specific functions and duties of the parties.
- 6.14 At the initial annual meeting, the Parties will agree priority topics, and these may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

Applicable only to agencies who have a role in social and economic development

- 6.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 6.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 6.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 6.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 6.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and Kāinga Ora. Kāinga Ora will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 6.20 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 6.21 Kāinga Ora will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

7.0 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

8.0 COMMUNICATION

- 8.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 6.0 of this agreement;
 - (b) information sharing in accordance with clause 7.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at Kāinga Ora for Takapau Whāriki who will act as a liaison person with other Kāinga Ora staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of Kāinga Ora to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Kāinga Ora staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

9.0 CONTACTS

- 9.1 The contact person for Kāinga Ora for all matters relating to this Relationship Agreement is:
- (a) Hayden Potaka, Engagement and Relationships, Te Kurutao Group Maori, and
 - (b) Graeme Broderick, Regional Director, Taranaki Whanganui Manawatu.
- 9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Regional Director of Takapau Whariki.

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- 9.3 The contact persons named in this Relationship Agreement may change from time to time. Kāinga Ora and Takapau Whāriki agree to update each other as and when this occurs.

10.0 OFFICIAL INFORMATION

- 10.1 Kāinga Ora is subject to the requirements of the Official Information Act 1982 (OIA).
- 10.2 Kāinga Ora may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).
- 10.3 Kāinga Ora will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to Kāinga Ora in a timely fashion, so that Kāinga Ora is able to meet the statutory timeframes for responding to the relevant request for information.

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 11.1 The Parties are focused on and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.
- 11.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether they be affiliated with Takapau Whāriki.
- 11.3 In accordance with the principles described in clause 11.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 11.4 The commitments of Kāinga Ora under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Kāinga Ora and of the government of the day.
- 11.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources, and/or priorities.

12.0 SPECIAL CONDITIONS

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

13.0 REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 6.3 and may sign a variation to this Relationship Agreement which

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

14.0 DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 14.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires escalation, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Chief Executive of Kāinga Ora. The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the parties.
- 14.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 14.0.

DEFINITIONS

- "the Settlement Redress Area"** means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two.
- "Settlement Date"** has the same meaning as in the Deed of Settlement.
- "Te Tomokanga"** has the same meaning as in the Deed of Settlement.
- "Te Tomokanga Toitū te Whānau"** means the enduring and positive well-being of the family/whānau.
- "Tupua te Kawa"** has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

SIGNED for and on behalf of the)
KĀINGA ORA)
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of TAKAPAU WHĀRIKI)
by the Chair, in the presence of:)

_____ Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono | How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values | Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for |
|---|---|--|
| <p>Toitū Te Kupu</p> <p>Relationship of Integrity</p> <p>The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Kāinga Ora officials to relay this to all parts/members of Kāinga Ora.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from <i>ideation and design</i>, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p> |
| <p>Toitū Te Mana</p> <p>Relationship of Authority</p> <p>Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses to have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the</p> |

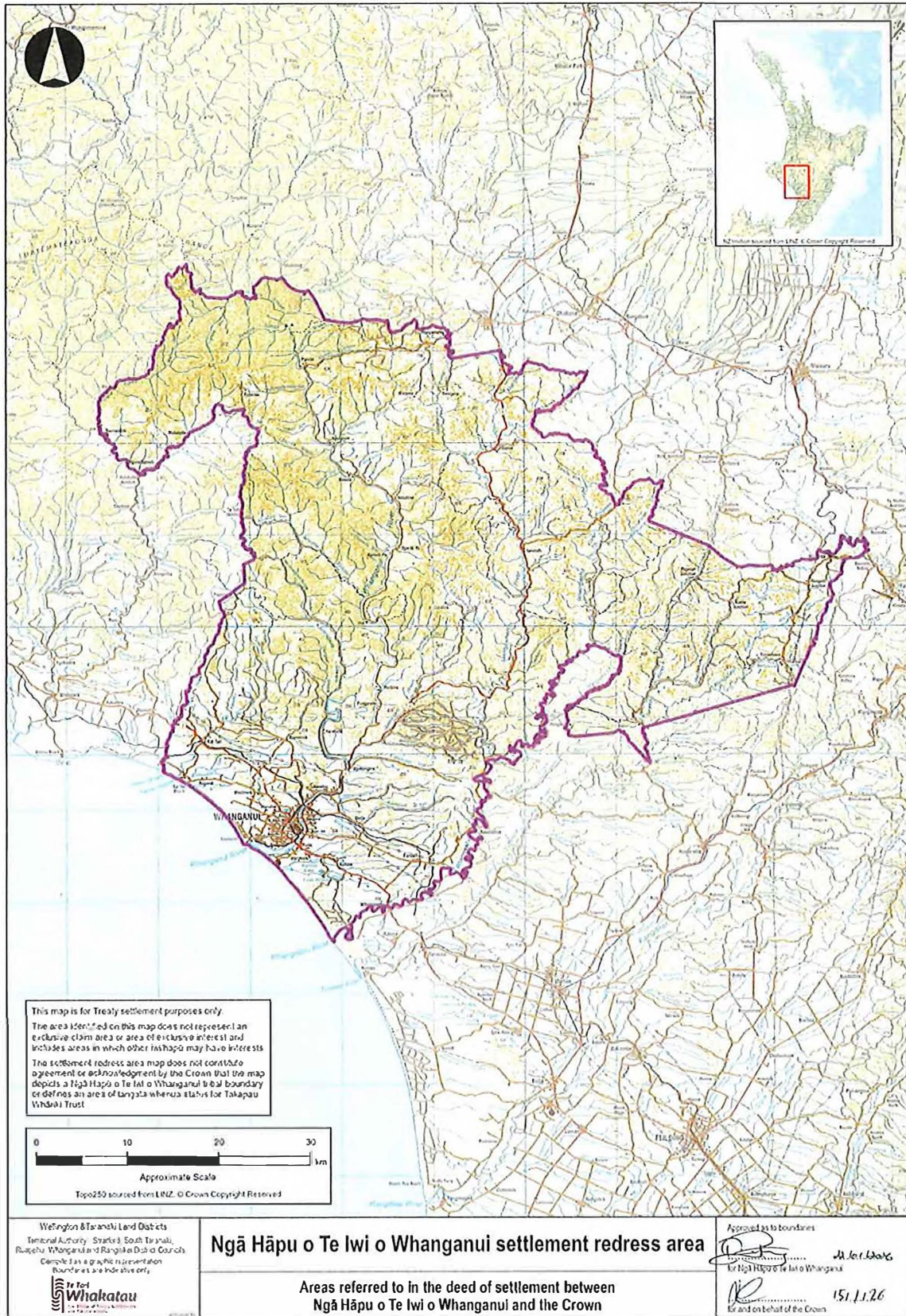
DOCUMENTS

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

| | | |
|--|---|---|
| | <p>rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social, and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p> | <p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p> |

5.4: RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.5 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION
AND EMPLOYMENT – HĪKINA WHAKATUTUKI**



DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND
EMPLOYMENT – HĪKINA WHAKATUTUKI

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

Handwritten signature and initials in the bottom right corner of the page.

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

| | |
|--|--|
| Ko te rangawhenua te mātāpuna o te ora | Our nationhood sustains us, |
| Mai te whare toka ki te tokatū | our tribal domain dictates our worldview, |
| He matapihi ki uta, ki tai, ki te ao | our culture and economy sustain and elevate |
| He ao āpōpō, he ao tea | our mana motuhake and tino rangatiratanga, |
| | <i>our legacy, our aspirations, our future</i> |

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te **Matapihi** is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te **Tomokanga ki Te Matapihi** is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – Te Uku and Te Rino.

Te **Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te **Rino** is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Business, Innovation and Employment (**MBIE**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the MBIE.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the MBIE.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

TABLE OF CONTENTS

| | |
|---|----|
| TIMATA: TE TOMOKANGA KI TE MATAPIHI | 2 |
| NGĀ MĀTĀPONO | 3 |
| TUPUA TE KAWA | 3 |
| | |
| 1.0 THE PARTIES | 5 |
| 2.0 BACKGROUND AND PURPOSE | 5 |
| 3.0 NGĀ HAPŪ O TE IWI O WHANGANUI VALUES | 13 |
| 4.0 MINISTRY of BUSINESS, INNOVATION and EMPLOYMENT VALUES | 13 |
| 5.0 ROLES AND RESPONSIBILITIES | 13 |
| 6.0 ENGAGEMENT | 13 |
| 7.0 INFORMATION SHARING | 15 |
| 8.0 COMMUNICATION | 16 |
| 9.0 CONTACTS | 17 |
| 10.0 OFFICIAL INFORMATION | 17 |
| 11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS | 17 |
| 12.0 SPECIAL CONDITIONS | 18 |
| 13.0 REVIEW AND AMENDMENT | 18 |
| 14.0 DISPUTE RESOLUTION PROCESS | 18 |
| 15.0 DEFINITIONS | 19 |
| | |
| APPENDIX ONE - NGĀ HAPŪ O TE IWI O WHANGANUI GIVING LIFE TO TE TOMOKANGA KI TE MATAPIHI | 20 |
| APPENDIX TWO – ROLE OF THE MINISTRY of BUSINESS, INNOVATION and EMPLOYMENT | 21 |
| APPENDIX THREE – NGĀ HAPŪ O TE IWI O WHANGANUI SETTLEMENT REDRESS AREA | 22 |

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

1.0 THE PARTIES

1.1 The parties to this Relationship Agreement are:

- (a) Takapau Whāriki Trust (representing Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**).
- (b) The Ministry of Business, Innovation and Employment/Hikina Whakatutuki (**MBIE**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the "Deed of Settlement"), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this Relationship Agreement is to:

- (a) record and recognise that Te Tomokanga ki Te Matapihi me Ngā Mātāpono and the MBIE Values both underpin the relationship between the Parties;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting MBIE with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui through social and economic development.

2.3 To this end, the parties agree:

- (a) The relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono, MBIE values and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this Relationship Agreement. The Parties also agree that the relationship will also be underpinned by following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) *work in a spirit of co-operation*;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and, where practicable, expertise.

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided guidance about what giving life to their three values (Toitū te kupu, Toitū te mana and Toitū te whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: MBIE journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| WLS Ngā Mātāpono | Commitments reached |
|--|--|
| <p>Toitū Te Kupu</p> <p>Relationship of Integrity</p> <p>The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> |
| <p>Toitū Te Mana</p> <p>Relationship of Authority</p> <p>A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tangata whenua and value the significant role of iwi and hapū working to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in te Tomokanga ki Te Matapihi.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> |

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

| | |
|---|--|
| <p>Toitū Te Whenua</p> <p>Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the natural world and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the natural world.</p> |
|---|--|

4.0 MBIE VALUES

4.1 The Parties agree and acknowledge that their relationship will also be underpinned by the MBIE Values set out in this clause 4.2.

4.2 The MBIE Values are as follows:

- (a) Mahi Tahi: Mā mahi tahi, ka ora, ka puāwai (By working together we flourish and achieve greatness).
 - (i) We collaborate and respect the experiences of others
 - (ii) We share our knowledge
 - (iii) We connect and partner with our communities
- (b) Pae Kahurangi: Ka huri taku aro ki te pae Kahurangi, kei reira te oranga mōku (We turn out attention to the future, that's where the opportunities lie).
 - (i) Learn from the past to shape the future
 - (ii) We protect what's precious, out taonga
 - (iii) We listen to lead the way
- (c) Māia: Tāwhia tō mana kia mau, kia māia (Retain and hold fast to your mana, be bold be brave)
 - (i) We challenge the status quo
 - (ii) We're curious
 - (iii) We explore new ideas
- (d) Pono me te tika: Ā matou mahi katoa, ka pono, ka tika / Taking responsibility to commit to doing things right
 - (i) We take responsibility and do what we say we will
 - (ii) We embrace the difference of others, always

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

- (iii) We hold ourselves and each other to account

5.0 ENGAGEMENT

5.1 The Parties will work together in good faith to identify where a policy or programme, within MBIE's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area. The Parties commit to engaging with each other through the following mechanisms:

- (a) attend an **annual relationship meeting** as set out in clauses 6.3 to 6.9.
- (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 5.12 to 5.18.
- (c) collaborate and develop a **work plan** as set out in clauses 6.10 to 6.14.
- (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

5.2 The Parties agree that a senior representative of Takapau Whāriki and of MBIE will participate in an annual relationship meeting.

5.3 MBIE's representative at the meeting will be a senior leader, either the one stipulated at 9.1 or another appropriate senior leader who is delegated to make decisions on MBIE's behalf.

5.4 Before each meeting, representatives of Takapau Whāriki and MBIE will agree to administrative arrangements for the meeting including the agenda.

5.5 Agenda items should include (but are not limited to):

- (a) the work plan developed under clauses 5.9 to 5.11;
- (b) any legislative or policy developments that have been released publicly that directly affect the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
- (c) opportunities for collaboration between MBIE and Takapau Whāriki; and
- (d) any other matters of mutual interest.

5.6 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance of the meeting *in question*.

5.7 The first relationship meeting will take place within three months of a written request by Takapau Whāriki on a date and time and in a location agreed between the Parties.

5.8 The Parties may, in writing, agree not to hold annual relationship meetings.



DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

Work Plans

- 5.9 The Parties will develop a Work Plan. The Parties will discuss the process for developing the Work Plan at the first annual meeting.
- 5.10 The Work Plan will set out the matters the Parties agree to work on and may include:
- (a) opportunities to develop shared policies that benefit the community;
 - (b) in accordance with clause 7 below, sharing information that is of mutual benefit;
 - (c) building on the current resource base to maximise opportunities;
 - (d) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (e) creating opportunities for increased learning and capacity building;
 - (f) set out a timetable and milestones for delivering on any agreed commitments; and
 - (g) set out a timetable for monitoring, reporting and reviewing progress.
- 5.11 When developing work plans under this agreement, each Party may invite any other party to be involved in discussions about the work plan provided they first obtain the other party's agreement before issuing any such invitation.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.12 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix 1).
- 5.13 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 5.14 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.15 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.16 This Relationship Agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and MBIE. MBIE will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach, which may involve working with the charitable trust from time to time.
- 5.17 For the avoidance of doubt, any engagement by MBIE with such a charitable trust does not create an additional agreement between MBIE and the charitable trust.

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

- 5.18 MBIE will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions (including but not limited to confidentiality obligations and legal privilege).

7.0 COMMUNICATION

- 7.10 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) maintaining information on the parties' office holders, their addresses and contact details;
 - (b) providing a primary contact at MBIE, as noted at clause 8, for Takapau Whāriki, who will act as a liaison person with other MBIE staff;
 - (c) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of MBIE to discuss and (if possible) resolve any issues that may arise;
 - (d) informing relevant MBIE staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (e) approaching the relationship with an open mind and genuinely considering any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (f) reporting back to Takapau Whāriki on any actions MBIE has agreed to take under and in accordance with the agreement.

8.0 CONTACTS

- 8.1 The contact person for MBIE for all matters to this Relationship Agreement is:
- (a) Operational Level: Shar Amner (General Manager, Te Kupenga) and

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

(b) Senior Leadership: Melanie Porter (Deputy Secretary Strategy and Assurance)

- 8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.
- 8.3 The contact persons named in clauses 5.3, 8.1 and 8.2 may change from time to time and MBIE and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

- 9.1 MBIE is subject to the Official Information Act 1982 (OIA).
- 9.2 MBIE may be required in accordance with the OIA or otherwise according to law (including by an order of a court of competent jurisdiction) from time to time to disclose information it holds relating to any matter in relation to this Relationship Agreement or arising under it (e.g. meeting minutes or correspondence).
- 9.3 MBIE will notify Takapau Whāriki and seek its views before releasing any such information. Any comments Takapau Whāriki wishes to make must be provided to MBIE within the timeframe set by MBIE, so that MBIE is able to meet the statutory timeframes for responding to the relevant request for information or under the OIA or meet any other legal obligation to disclose the information. If any such comments are not provided within the timeframe specified, MBIE will make its decision on the request based on the information available to it.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 10.1 The Parties are focused on and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working.
- 10.2 This Relationship Agreement is not legally binding on the Parties and nor is it legally enforceable at private and public law.
- 10.3 Nothing in this Relationship Agreement displaces any existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with Takapau Whāriki.
- 10.4 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.5 The provisions that relate to MBIE under this Relationship Agreement only have to be met to the extent that they are within the capability, resources, mandated work programme and/or priorities of MBIE and of the government of the day.
- 10.6 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

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

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 12.2 This review will take place at a meeting of the parties. The purpose of the review is to ensure that the Relationship Agreement remains relevant and continues to fulfil the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions at an annual relationship meeting and may sign a variation to this Relationship Agreement which will take effect upon signing. The Parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters within a reasonable timeframe, firstly through the relevant line of management of the area of MBIE where the dispute arises.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting between the relevant MBIE Deputy Chief Executive or the senior leader outline in clause 8 and a nominated representative of Takapau Whāriki, who will meet and use their reasonable endeavours acting in good faith to resolve the matter.
- 13.3 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 13.4 The costs of mediation are to be split equally between the parties.
- 13.5 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 13.0.

DEFINITIONS

| | |
|---------------------------------------|---|
| "MBIE Values | has the meaning given to it in clause 4 of this Relationship Agreement. |
| "the Settlement Redress Area" | means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three. |
| "Settlement Date" | has the same meaning as in the Deed of Settlement. |
| "Te Tomokanga" | has the same meaning as in the Deed of Settlement. |
| "Te Tomokanga Toitū te Whānau" | means: the enduring and positive well-being of the family/whānau. |
| "Tupua te Kawa" | has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017. |

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND
EMPLOYMENT – HĪKINA WHAKATUTUKI

SIGNED for and on behalf of)
MBIE)
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of the **TAKAPAU WHĀRIKI TRUST**)
by the Chair, in the presence of:)

_____ Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

● Occupation

Address

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

APPENDIX ONE: BACKGROUND: Ngā Hapū o Te Iwi o Whanganui guidance about giving life to Ngā Mātāpono

| WLS Ngā Mātāpono | How WLS seeks that agencies will give life to the values | Outcomes WLS is seeking |
|---|--|--|
| <p>Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in <i>decision-making processes</i> and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for MBIE officials to relay this to all parts/members of MBIE.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p> |
| <p>Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses, have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and</p> |

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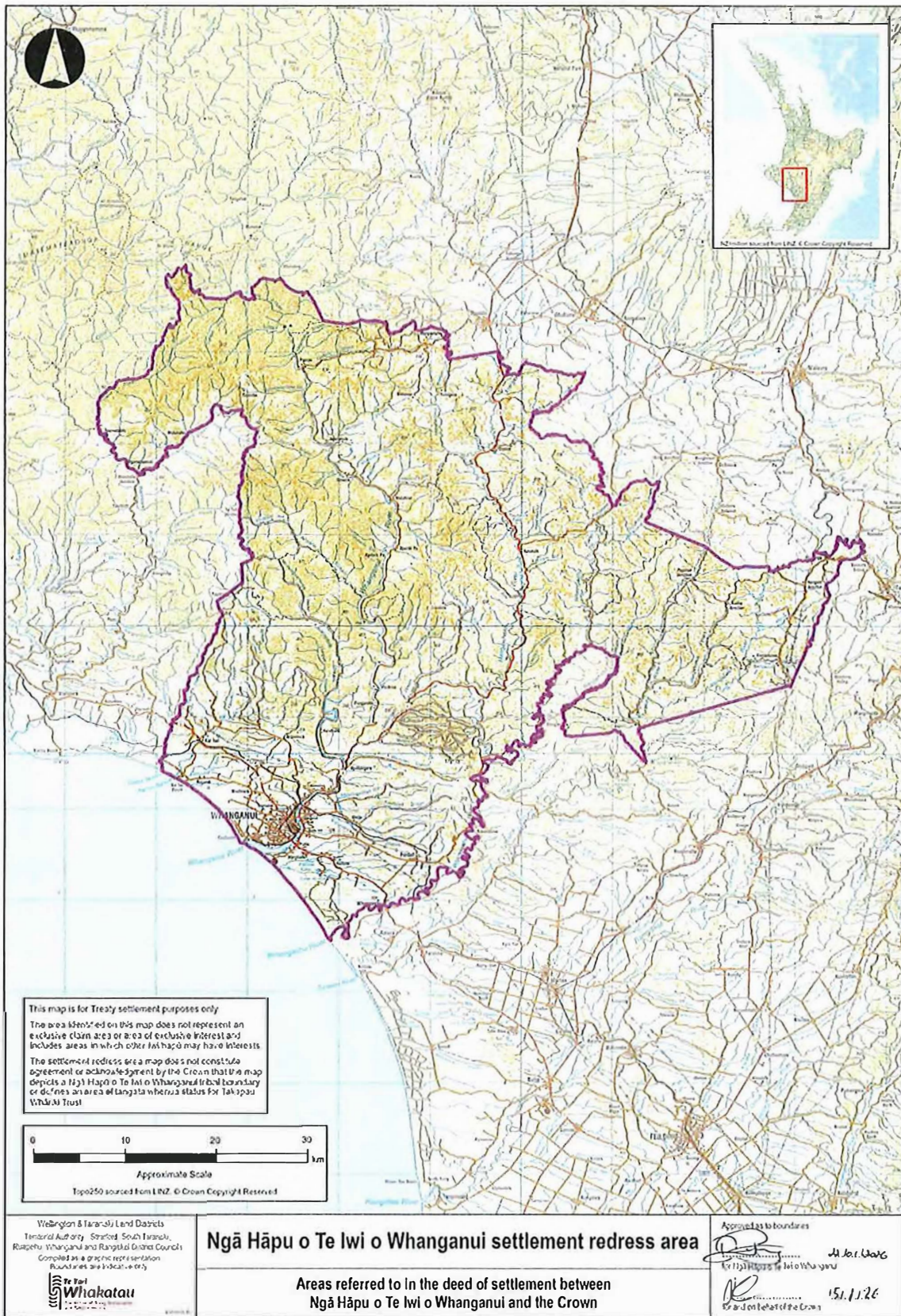
5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

| | | |
|---|--|---|
| | <p>them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū te whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p> | <p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p> |

DOCUMENTS

5.5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT – HĪKINA WHAKATUTUKI

APPENDIX TWO: Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



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**5.6 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT –
MANATŪ WHAKAHIATO ORA**



TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for
NGĀ HAPŪ O TE IWI O WHANGANUI,**

and

the Ministry of Social Development – Te Manatū Whakahiato Ora



DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o te Iwi o Whanganui and the Ministry being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

| | |
|--|---|
| Ko te rangawhenua te mātāpuna o te ora | Our nationhood sustains us, |
| Mai te whare toka ki te tokatū | our tribal domain dictates our worldview, |
| He matapihi ki uta, ki tai, ki te ao | our culture and economy sustain and elevate |
| He ao āpōpō, he ao tea | our mana motuhake and tino rangatiratanga, |
| | our legacy, our aspirations, our future |

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (Ngā Mātāpono) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganu tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganu.

The gateway has two arms – Te Uku and Te Rino.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Social Development as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (Te Whare Kāho), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry of Social Development.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Ministry of Social Development.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

TABLE OF CONTENTS

| | |
|--|----|
| TIMATA: TE TOMOKANGA KI TE MATAPIHI | 2 |
| NGĀ MĀTĀPONO | 3 |
| TUPUA TE KAWA | 3 |
| 1.0 THE PARTIES | 5 |
| 2.0 BACKGROUND AND PURPOSE..... | 5 |
| 3.0 GIVING LIFE TO NGĀ MĀTĀPONO | 6 |
| 4.0 MINISTRY OF SOCIAL DEVELOPMENT VALUES | 7 |
| 5.0 ROLES AND RESPONSIBILITIES..... | 7 |
| 6.0 ENGAGEMENT | 7 |
| 7.0 INFORMATION SHARING..... | 10 |
| 8.0 COMMUNICATION..... | 10 |
| 9.0 CONTACTS..... | 10 |
| 10.0 OFFICIAL INFORMATION..... | 11 |
| 11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS | 11 |
| 12.0 SPECIAL CONDITIONS | 11 |
| 13.0 REVIEW AND AMENDMENT | 11 |
| 14.0 DISPUTE RESOLUTION PROCESS | 12 |
| 15.0 DEFINITIONS..... | 12 |
| APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono..... | 17 |
| APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area..... | 18 |



DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (**Takapau Whāriki**), as the body representative for Ngā Hapū o Te Iwi o Whanganui, and
- (b) The Ministry of Social Development (the **Ministry**)

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the health and wellbeing of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Ministry with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi / Treaty of Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) working with a ‘no surprises’ approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū te kupu, Toitū te mana and Toitū te whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Ministry of Social Development journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono | Commitments reached |
|---|---|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Ministry of Social Development is committed to doing the right thing with integrity - 'Tika me te pono'.</p> <p>Tika me te pono, is about doing right by New Zealanders in a way that is fair, just, genuine and sincere. Doing what is right with integrity is about leading by example through honesty and trustworthiness. We are accountable for our actions and perform our roles in a manner that demonstrates a spirit of service for whānau, families and communities. There is no higher purpose than the service to others.</p> |
| <p>Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the sharing of responsibility to uphold that mana.</p> | <p>Ministry of Social Development is committed to working together, making a difference for communities.</p> <p>Mahi tahi 'unifying value', is the overarching concept that represents the collective efforts of our people who are passionate and committed to helping New Zealanders be safe, strong and independent. We understand that mahi tahi guides a higher purpose (kaupapa); that no individual is bigger than the kaupapa; that we can express mahi tahi in meaningful, mana-enhancing ways through establishing and cultivating strong relationships and enabling the strengths of the collective.</p> |
| <p>Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Ministry of Social Development is committed to the wellbeing and success of people.</p> <p>Manaaki is our 'centred' value. We look after the dignity of others through the expression of manaaki; to lift and nurture the mana of others through simple acts of respect and aroha. Aroha is the extension of manaaki and can be shared and reciprocated. We place value in our people and understand the importance of their</p> |

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DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

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| | contribution. Helping people, whānau, families and communities is at the heart of what we do. |
|--|---|

4.0 MINISTRY OF SOCIAL DEVELOPMENT VALUES

- 4.1 The Ministry of Social Development's purpose and values guide our work and the behaviours the Ministry needs to adopt to ensure it achieve its outcomes.
- 4.2 The Ministry of Social Development's values represent who they are and what they stand for. These values are:
- (a) Manaaki. We care about the wellbeing and success of people.
 - (b) Mahi tahi. We work together, making a difference for communities.
 - (c) Whanau. We are inclusive and build a sense of belonging and place.
 - (d) Tika me te pono. We do the right thing with integrity.

5.0 ROLES AND RESPONSIBILITIES

- 5.1 The role of the Ministry is outlined in Appendix Two.

6.0 ENGAGEMENT

- 6.1 The Parties will work together in good faith to identify where a policy or programme, within the Ministry's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 6.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 6.3 to 6.9;
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 6.15 to 6.21;
 - (c) collaborate and develop a **work plan** as set out in clauses 6.10 to 6.14; and
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 6.3 The Parties agree that a senior representative of Takapau Whāriki and the Ministry will participate in an annual relationship meeting;
- 6.4 The Ministry of Social Development's representative at the annual relationship meeting will be the MSD Regional Commissioner who is delegated to make decisions upon the Ministry of Social Development's behalf.
- 6.5 Before each relationship meeting held in accordance with clause 6.3, representatives of Takapau Whāriki and the Ministry will agree to administrative arrangements for the meeting including the agenda.

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

6.6 Agenda items should include:

- (a) the annual workplan for the ministry, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
- (b) reviewed any work plan developed under clause 6.10;
- (c) opportunities for collaboration between the Ministry and Takapau Whariki;
- (d) any other matters of mutual interest; and
- (e) next steps, including any further meeting dates required to review aspects of the Ministry's work programme or any new policies or processes that may be of interest to Takapau Whāriki.

6.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.

6.8 The first relationship meeting will take place within [three] months of a written request by Takapau Whāriki.

6.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

6.10 As a result of the annual relationship meetings, held in accordance with clause 6.3, and as part of other relationship meetings held in accordance with clause 6.2(d) the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial relationship meeting.

6.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:

- (a) developing shared policies that benefit the community;
- (b) in accordance with clause 7 below, sharing information that is of mutual benefit;
- (c) establishing practical solutions that create alternative intervention systems;
- (d) building on the current resource base to maximise opportunities;
- (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area
- (f) establishing shared prevention and intervention programs within the local community;
- (g) determining how research, monitoring and evaluation can help to evidence the relationship principles,
- (h) creating opportunities for increased learning and capacity building;
- (i) setting out a timetable and milestones for delivering on any agreed commitments;

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

- (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 6.12 When developing work plans under this agreement, the Ministry may invite any other party to be involved in discussions about the work plan. The Ministry will engage with the Takapau Whāriki before issuing any such invitation.
- 6.13 Work plans will be mutually agreed by the Takapau Whāriki and the Ministry and will reflect the priorities, resources and the specific functions and duties of the parties.
- 6.14 At the initial relationship meeting, the Parties will agreed the priority topics, and this may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 6.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at **Appendix Two**).
- 6.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 6.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 6.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 6.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Ministry. The Ministry will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 6.20 For the avoidance of doubt, Ministry engagement with the charitable trust does not create an additional agreement with agencies.
- 6.21 The Ministry will consider how it can support Te Tomokanga Toitū Te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for iwi, hapū, whānau and the Whanganui community;
 - (b) by genuinely working together in decision making to enable the trust to contribute to local solutions for iwi/hapū/whānau and communities; and



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DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

- (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

7.0 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

8.0 COMMUNICATION

- 8.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
 - (a) engaging in accordance with clause 6.0 of this agreement;
 - (b) information sharing in accordance with clause 7;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at the Ministry for Takapau Whāriki who will act as a liaison person with other Ministry staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Ministry to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

9.0 CONTACTS

- 9.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is:
 - (a) Gloria Campbell, Regional Commissioner, Taranaki, King Country, Whanganui Region; and

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

(b) Rena Hona, General Manager, Māori, Partnerships and Programmes.

9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Te Aho Tāhuhu (Chief Executive) of Takapau Whariki.

9.3 The contact persons named in this Relationship Agreement may change from time to time. The Ministry and Takapau Whāriki agree to update each other as and when this occurs.

10.0 OFFICIAL INFORMATION

10.1 The Ministry is subject to the requirements of the Official Information Act 1982 (OIA).

10.2 The Ministry may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

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

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

11.1 The Parties are focussed on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focussed on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

11.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

11.3 In accordance with the principles described in clause 2.4, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

11.4 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry and of the government of the day.

11.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

12.0 SPECIAL CONDITIONS

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

13.0 REVIEW AND AMENDMENT

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

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

- 13.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 6.3 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

14.0 DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 14.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the Ministry's leadership, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Chief Executive (or their nominee). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the parties cannot reach a negotiated outcome, a party may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the parties.
- 14.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in clauses 14.2 to 14.4 above.

15.0 DEFINITIONS

| | |
|---------------------------------------|---|
| "the Settlement Redress Area" | means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three. |
| "Settlement Date" | has the same meaning as in the Deed of Settlement. |
| "Te Tomokanga" | has the same meaning as in the Deed of Settlement. |
| "Tupua te Kawa" | has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017. |
| "Te Tomokanga Toitū te Whānau" | Means the enduring and positive well-being of the family/whānau. |

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

SIGNED for and on behalf of the)
MINISTRY OF SOCIAL DEVELOPMENT)
in the presence of:)
_____)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of TAKAPAU WHĀRIKI)
by the Chair, in the presence of:)
_____)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address



DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono | How Ngā Hapū o Te Iwi o Whanganui seeks that agencies will give life to the values | Outcomes Ngā Hapū o Te Iwi o Whanganui is seeking |
|--|---|--|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Ministry officials to relay this to all parts/members of the Ministry of Social Development.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p> |

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5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

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| <p>Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the sharing of responsibility to uphold that mana.</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tangata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of</p> | <p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see</p> |

DOCUMENTS

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

| | | |
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| <p>responsibility to, our taiao and its health and well-being.</p> | <p>Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p> | <p>policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p> |
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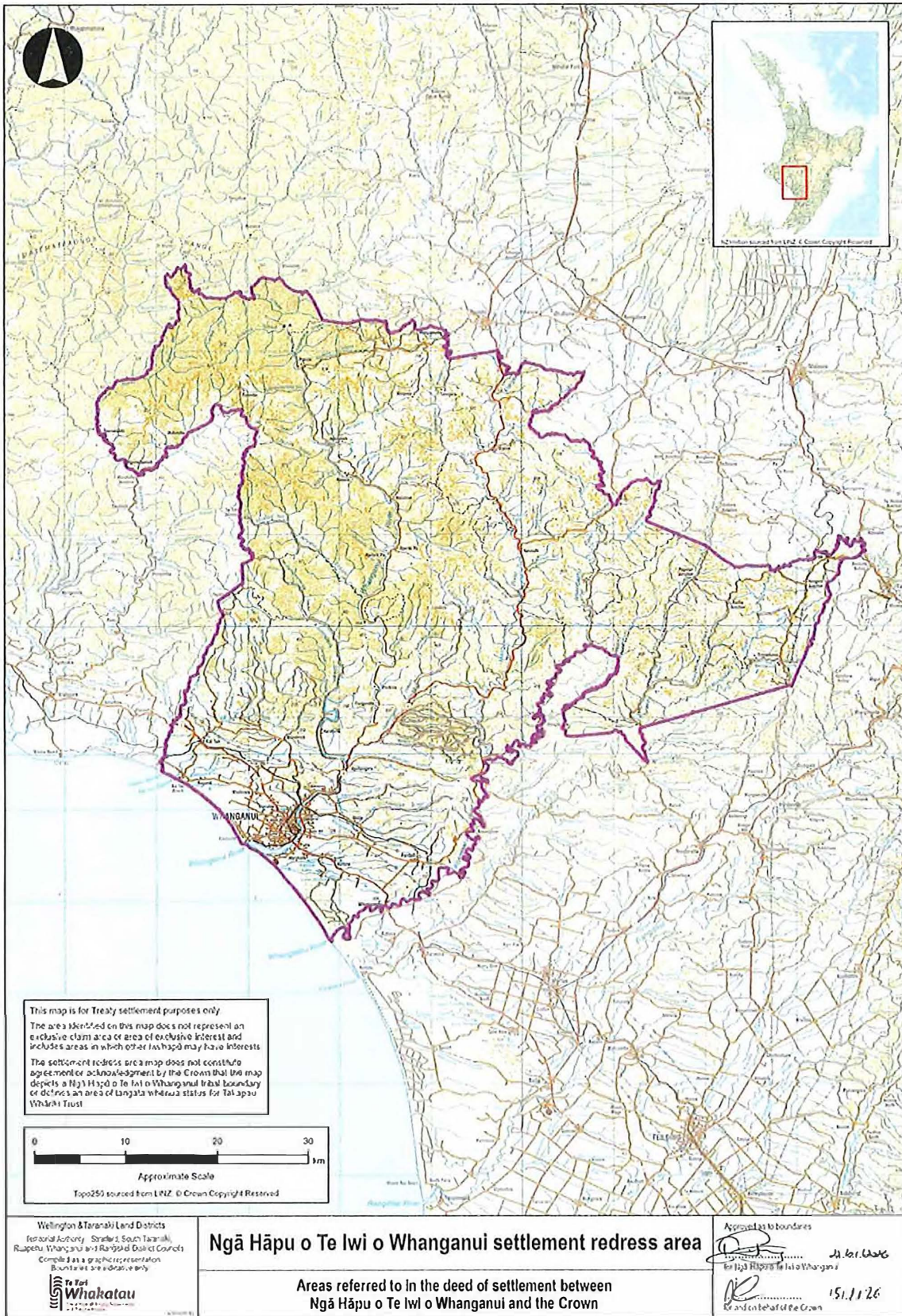
5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

APPENDIX TWO – THE ROLE OF THE MINISTRY OF SOCIAL DEVELOPMENT

1. Manaaki tangata, manaaki whānau: the mission of the Ministry of Social Development is to help New Zealanders to be safe, strong and independent.
2. The Ministry of Social Development is seeking to achieve the following outcomes for New Zealanders:
 - a) New Zealanders get the support they require;
 - b) New Zealanders are resilient and live in inclusive and supportive communities; and
 - c) New Zealanders participate positively in society and reach their full potential.
3. The Ministry of Social Development helps New Zealanders by fulfilling a broad range of responsibilities and functions, including;
 - a) providing income support and superannuation services
 - b) providing employment services and support
 - c) designing and delivering community services in conjunction with others
 - d) allocating funding to community service providers
 - e) providing student allowances and loans
 - f) providing public housing assistance and services
 - g) being the primary provider of social policy and advice to Government
 - h) monitoring three Crown entities and providing advice to the responsible Minister
 - i) hosting Disability Support Services, Te Kāhui Kāhu (Social Services Accreditation), the Office for Seniors, and the Ministry of Youth Development
 - j) funding Disability Support Services
 - k) ensuring the legislation we administer is effective and fit-for-purpose, and;
 - l) working with other agencies and the wider social sector to support Government priorities and improve the wellbeing of all New Zealanders.”

5.6: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT – MANATŪ WHAKAHIATO ORA

APPENDIX THREE – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



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5.7 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT –
MANATŪ MŌ TE TAI AO



TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

The Ministry for the Environment



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DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

| | |
|--|---|
| Ko te rangawhenua te mātāpuna o te ora | Our nationhood sustains us, |
| Mai te whare toka ki te tokatū | our tribal domain dictates our worldview, |
| He matapihi ki uta, ki tai, ki te ao | our culture and economy sustain and elevate |
| He ao āpōpō, he ao tea | our mana motuhake and tino rangatiratanga, |
| | our legacy, our aspirations, our future |

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te **Matapihi** is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te **Matapihi** is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – Te Uku and Te Rino.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Whanganui and the Crown's responsibility to enhance and uphold its Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry for the Environment as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry for the Environment.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by, and will provide direction for, all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ
TE TAIAO

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Ministry for the Environment.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and well-being of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and well-being.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ
TE TAIAO

TABLE OF CONTENTS

| | |
|--|----|
| TIMATA: TE TOMOKANGA KI TE MATAPIHI..... | 2 |
| TUPUA TE KAWA..... | 3 |
| 1.0 THE PARTIES..... | 5 |
| 2.0 BACKGROUND AND PURPOSE..... | 5 |
| 3.0 GIVING LIFE TO NGĀ MĀTĀPONO..... | 6 |
| 4.0 ROLE OF THE MINISTRY..... | 7 |
| 5.0 SCOPE..... | 8 |
| 6.0 ENGAGEMENT..... | 8 |
| 7.0 INFORMATION SHARING..... | 10 |
| 8.0 COMMUNICATION..... | 11 |
| 9.0 CONTACTS..... | 11 |
| 10.0 OFFICIAL INFORMATION..... | 11 |
| 11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS..... | 12 |
| 12.0 SPECIAL CONDITIONS..... | 12 |
| 13.0 REVIEW AND AMENDMENT..... | 12 |
| 14.0 DISPUTE RESOLUTION PROCESS..... | 12 |
| 15.0 DEFINITIONS..... | 13 |
| APPENDIX ONE: Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono..... | 15 |
| APPENDIX TWO: Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area.. | 19 |

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAI AO

1.0 THE PARTIES

1.1 The Parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**); and
- (b) The Ministry for the Environment (the Ministry)

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui it is fundamental Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown entities;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting the Ministry with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the Parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this relationship agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The Parties agree their engagement will also demonstrate the following relationship principles:

- (a) working consistently with te Tiriti o Waitangi;
- (b) working with a ‘no surprises’ approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way. The Ministry is committed to being informed on the content of Appendix One.

Table 1: The Ministry for the Environment journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono | Commitments reached |
|--|--|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>The Ministry aspires to engage with the Takapau Whāriki Trust to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o te Iwi o Whanganui.</p> <p>The Ministry seeks to ensure ongoing dialogue and honest discussions with Takapau Whāriki Trust regarding policy relevant to Ngā Hapū o Te Iwi o Whanganui in the Settlement Redress Area.</p> <p>The Ministry aspires to promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>The Ministry seeks to build and maintain a strong relationship in practice, to complement and support this relationship agreement.</p> <p>Engagement should be based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> |

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

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| | <p>When seeking Takapau Whāriki Trust input on policy development, the Ministry aspires to:</p> <ul style="list-style-type: none"> a) consult as soon as reasonably practicable following the identification of matters to be the subject of the engagement; b) agree a timeframe for Takapau Whāriki Trust to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement; c) approach the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki Trust may have in relation to any of the matters that are subject to the engagement; and d) report back to Takapau Whāriki Trust on any decision that is made that relates to the engagement. |
| <p>Toitū Te Mana Relationship of Authority - Recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.</p> | <p>The Ministry aspires to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o te Iwi o Whanganui.</p> <p>The Ministry aspires to engage in a manner that allows Takapau Whāriki Trust to shape policy that affects their iwi, hapū, whānau, and community within the rohe.</p> <p>The Ministry aspires to seek the perspectives of Takapau Whāriki Trust in policy development to respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>The Ministry will seek to engage with Takapau Whāriki Trust in relation to policies that affect the health and wellbeing of the natural world and its inhabitants, both now and for the future generations.</p> <p>The Ministry aspires to provide information to Takapau Whāriki Trust to enable meaningful engagement regarding climate, the whenua and taiao, and those things which impact on the natural world.</p> <p>The Ministry aspires to understand and be able to appropriately consider the connection of humanity and the natural world for Ngā Hapū o Te Iwi o Whanganui and see its work through this lens.</p> |

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAI AO

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| | The Ministry aspires to develop a holistic, values-based relationship with Takapau Whāriki Trust that is more than just transactional. |
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4.0 ROLE OF THE MINISTRY

4.1 The role of the Ministry is set out in the Environment Act 1986.

4.2 The Ministry also has specific functions under a number of other Acts including the:

- (a) Soil Conservation and Rivers Control Act 1941;
- (b) Resource Management Act 1991 (RMA);
- (c) Hazardous Substances and New Organisms Act 1996;
- (d) Climate Change Response Act 2002;
- (e) Waste Minimisation Act 2008;
- (f) Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012 (EEZ Act); and
- (g) Environmental Reporting Act 2015.

4.3 The Ministry is involved in limited day-to-day environmental management, which is undertaken by local authorities. The Ministry's core roles include:

- (a) providing policy advice to enable the Government's legislative and regulatory agenda;
- (b) Providing national direction through national policy statements and national environmental standards;
- (c) supporting the implementation of government policies; and
- (d) environmental reporting.

5.0 SCOPE

5.1 This relationship agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect the Ngā Hapū o te Iwi o Whanganui Settlement Redress Area as defined in the Ngā Hapū o Te Iwi o Whanganui Deed of Settlement.

5.2 This relationship agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.



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DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

5.3 The commitments of the Ministry under this relationship agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

6.0 ENGAGEMENT

6.1 The Parties will work together in good faith to identify where a policy or programme, within the Ministry's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.

6.2 The Parties commit to engaging with each other through the following mechanisms:

- (a) attend an **annual relationship meeting** as set out in clauses 6.3 to 6.9;
- (b) collaborate and develop a **work plan** as set out in clauses 6.10 to 6.14; and
- (c) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

6.3 The Parties agree that a senior representative of Takapau Whāriki and the Ministry will participate in an annual relationship meeting.

6.4 The Ministry's representatives at the annual relationship meeting will be an appropriate member of the Ministry's Leadership Team, who is delegated to make decisions upon the Ministry's behalf.

6.5 Before each relationship meeting held in accordance with clause 6.3, representatives of Takapau Whāriki and the Ministry will agree to administrative arrangements for the meeting including the agenda.

6.6 Agenda items should include:

- (a) the annual workplan for the Ministry, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
- (b) review of any work plan developed under clauses 6.10 to 6.14;
- (c) opportunities for collaboration between the Ministry and Takapau Whāriki;
- (d) any other matters of mutual interest; and
- (e) next steps, including any further meeting dates required to review aspects of the Ministry's work programme or any new policies or processes that may be of interest to Takapau Whāriki.

6.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

6.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.

6.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

6.10 As a result of the annual relationship meetings, held in accordance with clause 6.3, and as part of other relationship meetings held in accordance with clause 6.2(c), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the Work Plan at the initial annual meeting.

6.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:

- (a) developing shared policies that benefit the community;
- (b) in accordance with clause 8 below, sharing information that is of mutual benefit;
- (c) establishing practical solutions that create alternative intervention systems;
- (d) building on the current resource base to maximise opportunities;
- (e) progress towards social and economic objectives with regional partners to improve the well-being and outcomes of whānau, hapū, iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
- (f) establishing shared prevention and intervention programs within the local community;
- (g) determining how research, monitoring and evaluation can help to evidence the relationship principles,
- (h) creating opportunities for increased learning and capacity building;
- (i) setting out a timetable and milestones for delivering on any agreed commitments;
- (j) confirming the responsibilities for the Parties to meet any agreed commitments; and
- (k) setting out a timetable for monitoring, reporting and reviewing Work Plans.

6.12 When developing Work Plans under this agreement, the Ministry may invite any other party to be involved in discussions about the Work Plan. The Ministry will engage with Takapau Whāriki before issuing any such invitation.

6.13 Work Plans will be mutually agreed by Takapau Whāriki and the Ministry, and will reflect the priorities, resources and the specific functions and duties of the parties.

6.14 At the initial annual meeting, the Parties will agree priority topics and these may result in a Work Plan.

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

7.0 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

Contestable funds

- 7.3 The Ministry administers a number of contestable funds that Takapau Whāriki Trust may be interested in applying for. The Ministry will provide Takapau Whāriki Trust with up-to-date information on funding rounds and funding criteria on request.

Local Government Performance

- 7.4 The Minister for the Environment (the "Minister") has the function of monitoring the effect and implementation of the RMA (refer section 24 RMA). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27 RMA).
- 7.5 The Ministry, on behalf of the Minister, surveys all local authorities about their processes under the RMA through the National Monitoring System (the NMS). The NMS includes questions relating to Māori participation.

Environment monitoring

- 7.6 The Ministry also separately collects information on climate and environmental outcomes.
- 7.7 Before each relationship meeting held under clause 6, if requested by Takapau Whāriki, the Ministry will provide:
- (a) access to the most recently published information from the NMS as may be relevant to the Ngā Hapū o te Iwi o Whanganui Settlement Redress Area; and
 - (b) details of any published climate or state of the environment monitoring, as it relates to the Ngā Hapū o te Iwi o Whanganui Settlement Redress Area.

8.0 COMMUNICATION

- 8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 6.0 of this agreement;
 - (b) information sharing in accordance with clause 7.0;

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

- (c) maintaining information on the Parties' office holders, their addresses and contact details;
- (d) providing a primary contact at the Ministry for Takapau Whāriki who will act as a liaison person with other Ministry staff;
- (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Ministry to discuss and (if possible) resolve any issues that may arise;
- (f) informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

9.0 CONTACTS

- 9.1 The contact person for the Ministry for all matters relating to this relationship agreement is the Manager of Te Piringa (Treaty Commitments) within Tūmatakōkiri (Māori Strategy and Performance).
- 9.2 The contact person for the iwi for all matters relating to this relationship agreement is the [Chief Executive] of Takapau Whāriki.
- 9.3 The contacts may change from time to time and the Ministry and Takapau Whāriki agree to update each other as and when this occurs.

10.0 OFFICIAL INFORMATION

- 10.1 The Ministry is subject to the requirements of the Official Information Act 1982 (OIA).
- 10.2 The Ministry may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this relationship agreement (e.g. meeting minutes or correspondence).
- 10.3 The Ministry will notify Takapau Whāriki and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 11.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This relationship agreement is not legally binding.
- 11.2 Nothing in this relationship agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.
- 11.3 In accordance with the principles described in clause 2.4, nothing in this relationship agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this relationship agreement.
- 11.4 The commitments of the Ministry under this relationship agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry and of the government of the day.
- 11.5 The commitments of Takapau Whāriki under this relationship agreement are limited to the extent that they are within its capability, resources and/or priorities.

12.0 SPECIAL CONDITIONS

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

13.0 REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this relationship agreement from time to time.
- 13.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the relationship agreement remain relevant and continue to capture the purpose of the relationship agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 6.3 and may sign a variation to this relationship agreement which will take effect upon signing. The Parties may agree in writing to review or vary the provisions of this agreement.

14.0 DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this relationship agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Ministry's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

- 14.3 If the dispute is not resolved following the process above, and the Parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The Parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the Parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the Parties.
- 14.6 At any stage, if the dispute so requires it, the Parties may by mutual agreement vary the process set out in this clause 14.0.

15.0 DEFINITIONS

| | |
|---------------------------------------|---|
| "Settlement Redress Area" | means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two. |
| "Settlement Date" | has the same meaning as in the Deed of Settlement. |
| "Te Tomokanga" | has the same meaning as in the Deed of Settlement. |
| "Te Tomokanga Toitū te Whānau" | means the enduring and positive well-being of the family/whānau. |
| "Tupua te Kawa" | has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017. |

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ
TE TAIAO

SIGNED for and on behalf of the
THE MINISTRY FOR THE ENVIRONMENT
in the presence of:

)
)
)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees
of TAKAPAU WHĀRIKI
by the Chair, in the presence of:

)
)
)

_____ Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

APPENDIX ONE: Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono.

| Ngā Mātāpono o Ngā Hapū o Te Iwi o Whanganui | How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values | Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for |
|--|---|---|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Engage with Takapau Whāriki Trust to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the Parties regarding policy and projects relevant to Takapau Whāriki Trust.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Ministry officials to relay this to all parts/members of the Ministry.</p> <p>Ensure hui/discussions consistent with clause 6 of this relationship agreement are being held with Takapau Whāriki Trust in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Takapau Whāriki Trust in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> |

DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAI AO

| | | |
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| | | <p>Continual exploration of new ways to work together and enhance the partnership.</p> |
| <p>Toitū Te Mana Relationship of Authority - Recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system, such as agencies working with Takapau Whāriki Trust to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Takapau Whāriki Trust are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>Engage with Takapau Whāriki Trust so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and</p> |

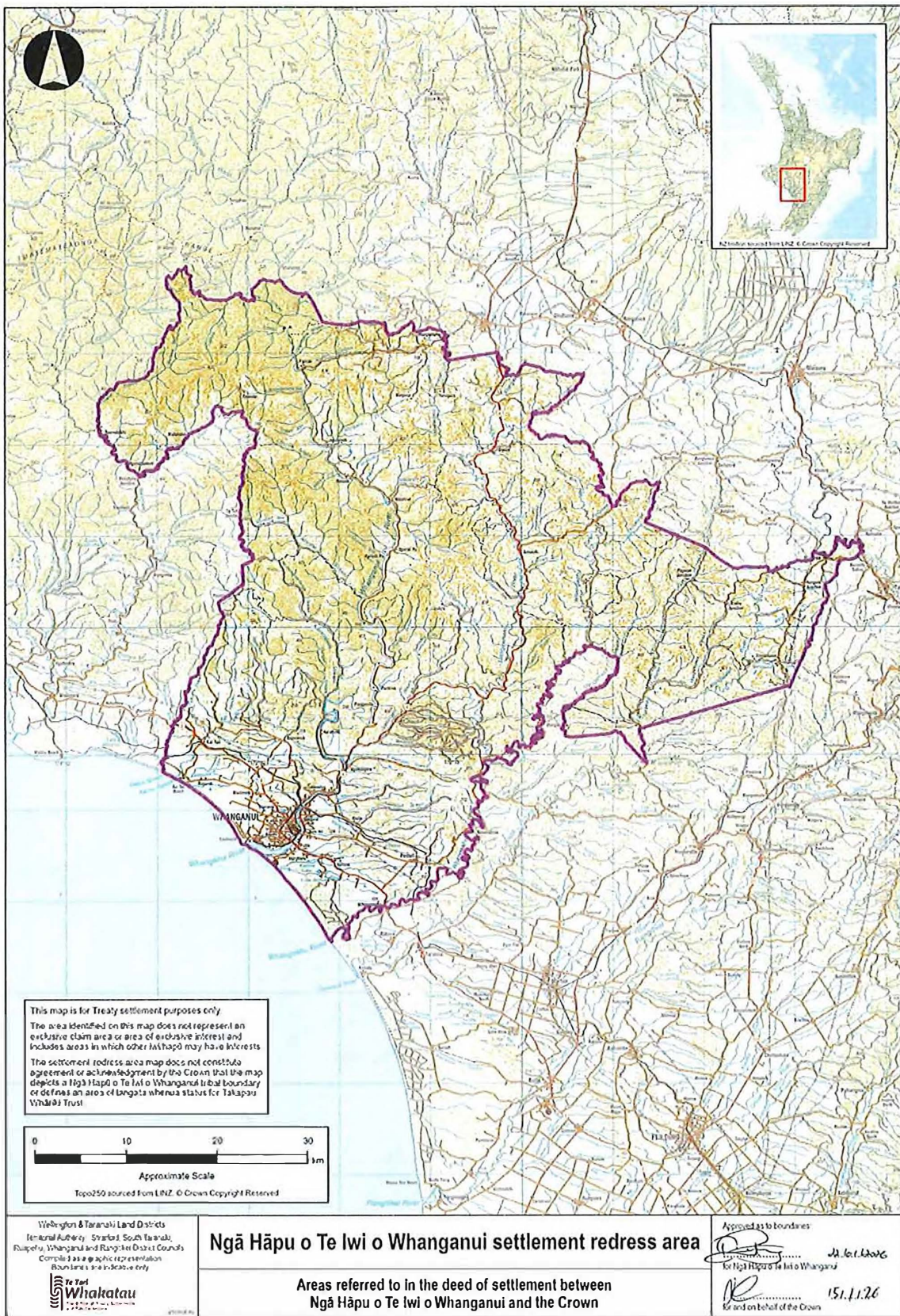
DOCUMENTS

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

| | | |
|---|--|---|
| | | <p>protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Takapau Whāriki Trust in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Takapau Whāriki Trust to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p> | <p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and projects through this lens.</p> <p>Development of a holistic, values-based relationship with Takapau Whāriki Trust that is more than just transactional.</p> <p>To uphold its status in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Takapau Whāriki Trust to develop a joint reporting framework that allows for the provision of review and evaluation, so that both Parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p> |

5.7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT – MANATŪ MŌ TE TAIAO

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



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**5.8 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ
HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA**



DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND
HEALTH NEW ZEALAND – TE WHATU ORA

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ
HAPŪ O TE IWI O WHANGANUI,**

and

**The Ministry of Health/Manatū Hauora and
Health New Zealand/Te Whatu Ora**



DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te **Matapihi** is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te **Tomokanga ki Te Matapihi** is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – Te Uku and Te Rino.

Te **Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te **Rino** is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Health and Health New Zealand as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry of Health and Health New Zealand.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Ministry of Health and Health New Zealand.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

TABLE OF CONTENTS

| | |
|--|----|
| TIMATA: TE TOMOKANGA KI TE MATAPIHI | 2 |
| TUPUA TE KAWA | 3 |
| NGĀ MĀTĀPONO | 3 |
| | |
| 1.0 THE PARTIES | 5 |
| 2.0 BACKGROUND AND PURPOSE | 5 |
| 3.0 GIVING LIFE TO NGĀ MĀTĀPONO | 6 |
| 4.0 ENGAGEMENT | 7 |
| 5.0 INFORMATION SHARING | 9 |
| 6.0 COMMUNICATION | 9 |
| 7.0 CONTACTS | 10 |
| 8.0 OFFICIAL INFORMATION | 11 |
| 9.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS | 11 |
| 10.0 SPECIAL CONDITIONS | 11 |
| 11.0 REVIEW AND AMENDMENT | 11 |
| 12.0 DISPUTE RESOLUTION PROCESS | 12 |
| 13.0 DEFINITIONS | 12 |
| | |
| APPENDIX ONE: Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono | 14 |
| APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area | 17 |

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**);
- (b) The Ministry of Health (the **Ministry**); and
- (c) Health New Zealand | Te Whatu Ora (**Health NZ**).

1.2 Where an Iwi Māori Partnership Board (**IMPB**) is established and recognised under the Pae Ora (Healthy Futures) Act 2022, and Takapau Whāriki have a representative on that IMPB, that relationship is separate and supplementary to, and supportive of, the direct relationship of partnership between Takapau Whāriki, the Ministry, and Health NZ, which is contemplated by this Agreement.

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Ministry and Health NZ with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: The Ministry and Health NZ journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono | Commitments reached |
|--|---|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <ul style="list-style-type: none"> • Act with integrity and honesty to nurture and maintain a positive relationship. • Ensure honest discussion to identify shared goals and values, and develop strategies to achieve them together. • Maintain ongoing dialogue between the parties at an operational level on matters of interest to Ngā Hapū o Te Iwi o Whanganui. |
| <p>Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.</p> | <ul style="list-style-type: none"> • Respect the mana and rangatiratanga of Ngā Hapū o Te Iwi o Whanganui. • Uphold the values and tikanga expressed in Te Tomokanga ki Te Matapihi. |

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DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

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| <p>Toitū Te Whenua Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <ul style="list-style-type: none">• Explore opportunities for collaboration as they arise, including collaboration to enhance the social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.• Developing shared policies that benefit the community.• Sharing practical solutions that create alternative intervention systems.• Sharing prevention and intervention programs within the local community. |
|--|--|

4.0 ENGAGEMENT

- 4.1 The Parties will work together in good faith to identify where a policy or programme, within the Ministry and Health NZ's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 4.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship** meeting as set out in clauses 4.3 to 4.9.
 - (b) feed into the objectives and functions of **Te Tomokanga Toitū te Whānau** as set out in clauses 4.15 to 4.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 4.10 to 4.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 4.3 The Parties agree that a senior representative of Takapau Whāriki and the Ministry and Health NZ will participate in an annual relationship meeting.
- 4.4 The Ministry and Health NZ's representatives at the annual relationship meeting will be *an appropriate member of the Ministry and Health NZ's Leadership Team*, who is delegated to make decisions upon the Ministry and Health NZ's behalf.
- 4.5 Before each relationship meeting held in accordance with clause 4.3, representatives of Takapau Whāriki and the Ministry and Health NZ will agree to administrative arrangements for the meeting including the agenda.
- 4.6 Agenda items should include:
- (a) the annual workplan for the Ministry and Health NZ, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) reviewed any work plan developed under clauses 4.10 to 4.14;
 - (c) opportunities for collaboration between the Ministry and Health NZ and Takapau Whāriki;
 - (d) any other matters of mutual interest; and

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

- (e) next steps, including any further meeting dates required to review aspects of the Ministry and Health NZ's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 4.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 4.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 4.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

- 4.10 As a result of the annual relationship meetings, held in accordance with clause 4.3, and as part of other relationship meetings held in accordance with clause 4.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting.
- 4.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
 - (a) developing shared policies that benefit the community;
 - (b) in accordance with clause 5.0 below, sharing information that is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) building on the current resource base to maximise opportunities;
 - (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (f) establishing shared prevention and intervention programs within the local community;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles;
 - (h) creating opportunities for increased learning and capacity building;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 4.12 When developing work plans under this agreement, the Ministry and Health NZ may invite any other party to be involved in discussions about the work plan. The Ministry and Health NZ will engage with Takapau Whāriki before issuing any such invitation.

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

- 4.13 Work plans will be mutually agreed by Takapau Whāriki and the Ministry and Health NZ and will reflect the priorities, resources and the specific functions and duties of the parties.
- 4.14 At the initial annual meeting, the Parties will agree priority topics, and this may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 4.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 4.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 4.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 4.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 4.19 This relationship agreement is between Takapau Whāriki, the Ministry and Health NZ.
- (a) The Ministry and Health NZ will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- (b) The Ministry and Health NZ will respect the relationship between the charitable Trust and the IMPB.
- 4.20 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 4.21 The the Ministry will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
- (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
- (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

5.0 INFORMATION SHARING

- 5.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 5.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

6.0 COMMUNICATION

- 6.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 4.0 of this agreement;
 - (b) information sharing in accordance with clause 5.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at the Ministry and Health NZ for Takapau Whāriki who will act as a liaison person with other Ministry and Health NZ staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Ministry and Health NZ to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Ministry and Health NZ staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

7.0 CONTACTS

- 7.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is:
- (a) John Whaanga, Deputy Director-General, Māori Health; and
 - (b) CE/DCE or agency equivalent senior lead.

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

- 7.2 The contact person for Health NZ for all matters relating to this Relationship Agreement is:
- (a) Regional Deputy Chief Executive – Central, Health NZ;
 - (b) National Director Hauora Māori Services, Health NZ; or
 - (c) equivalent senior leader within Health NZ.

7.3 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) Takapau Whāriki.

7.4 The contact persons named in this Relationship Agreement may change from time to time. The Ministry and Health NZ and Takapau Whāriki agree to update each other as and when this occurs.

8.0 OFFICIAL INFORMATION

8.1 The Ministry and Health NZ are subject to the requirements of the Official Information Act 1982 (OIA).

8.2 The Ministry and Health NZ may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

8.3 The Ministry and Health NZ will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Ministry and Health NZ in a timely fashion, so that the Ministry and Health NZ is able to meet the statutory timeframes for responding to the relevant request for information.

9.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

9.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

9.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

9.3 In accordance with the principles described in clause 9.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

9.4 The commitments of the Ministry and Health NZ under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry and Health NZ and of the government of the day.

9.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

10.0 SPECIAL CONDITIONS

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

11.0 REVIEW AND AMENDMENT

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

11.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.

11.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 4.3 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

12.0 DISPUTE RESOLUTION PROCESS

12.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.

12.2 If the process in clause 12.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.

12.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.

12.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.

12.5 The costs of mediation are to be split equally between the parties

12.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 12.0.

13.0 DEFINITIONS

"the Settlement Redress Area" means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two

"Settlement Date" has the same meaning as in the Deed of Settlement.

"Te Tomokanga" has the same meaning as in the Deed of Settlement.

"Te Tomokanga Toitū te Whānau" means the enduring and positive well-being of the family/whānau.

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

"Tupua te Kawa"

has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

SIGNED by for and on behalf of the trustees of the **TAKAPAU WHĀRIKI TRUST** by the Chair, in the presence of:)
)
)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of the **MINISTRY OF HEALTH** in the presence of:)
)
)
)

Signature of Witness

Witness Name

Occupation

Address



DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND
HEALTH NEW ZEALAND – TE WHATU ORA

SIGNED for and on behalf of HEALTH
NEW ZEALAND in the presence of:

)
)
)

Signature of Witness

Witness Name

Occupation

Address



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DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono | How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values | Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for |
|---|---|---|
| <p>Toitū Te Kupu</p> <p>Relationship of Integrity</p> <p>The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Ministry of Health and Health NZ officials to relay this to all parts/members of their ministry/entity.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p> |
| <p>Toitū Te Mana</p> <p>Relationship of Authority</p> <p>- A relationship of authority founded on the recognition of</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement</p> |

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

| | | |
|---|--|--|
| <p>Iwi and Hapū permanence and the shared responsibility to uphold that mana.</p> | <p>community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to <i>participate and make informed decisions.</i></p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting</p> | <p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting</p> |

DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

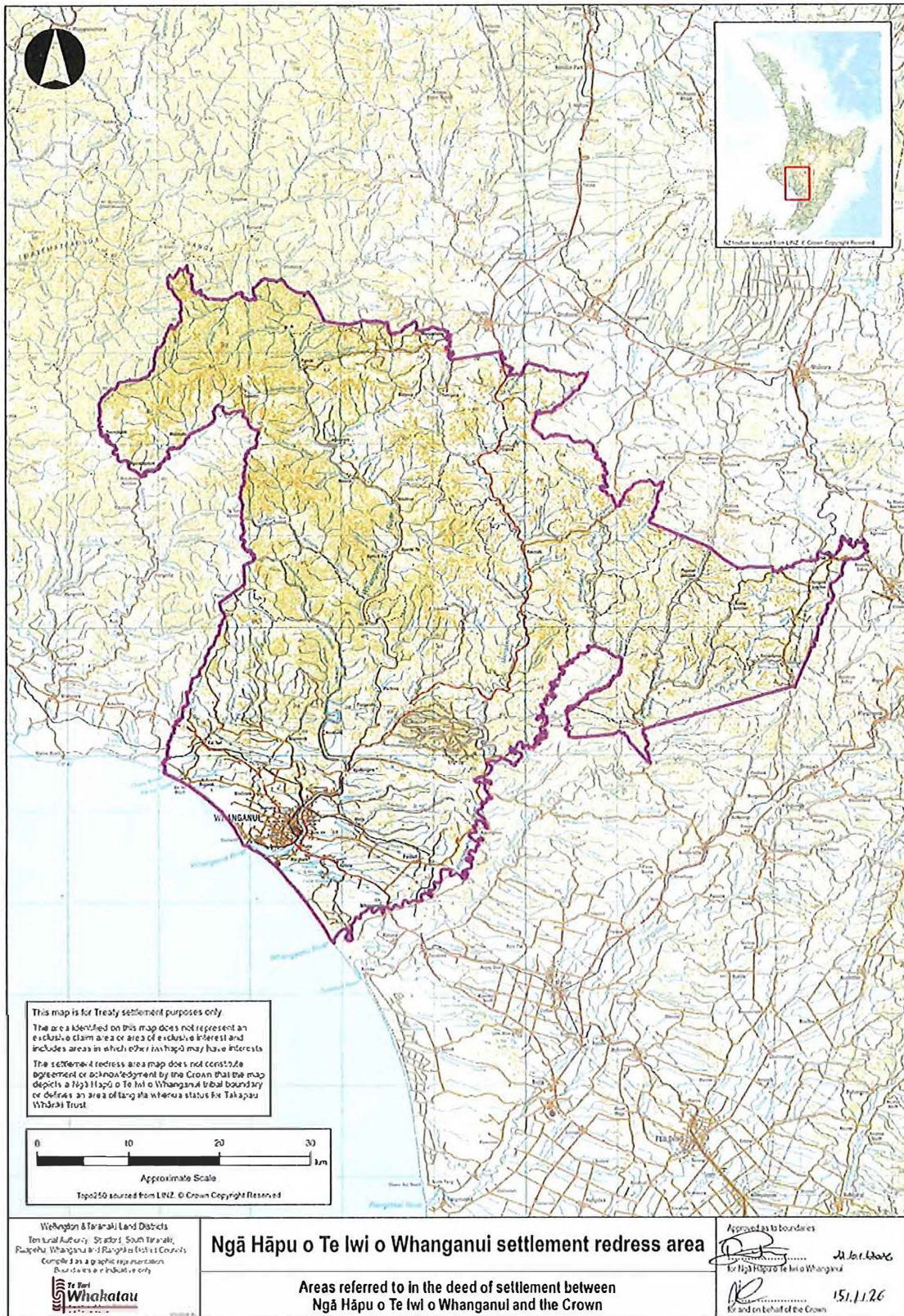
| | | |
|--|--|---|
| | for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao. | framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement. |
|--|--|---|



DOCUMENTS

5.8: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH – MANATŪ HAUORA AND HEALTH NEW ZEALAND – TE WHATU ORA

APPENDIX TWO – Map of Ngā Hāpū o Te Iwi o Whanganui Settlement Redress Area



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DOCUMENTS

5.9 RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN



Ca

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

ORANGA TAMARIKI

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (Ngā Mātāpono) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome Oranga Tamariki as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Oranga Tamariki.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Oranga Tamariki.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

TABLE OF CONTENTS

TIMATA: TE TOMOKANGA KI TE MATAPIHI2

TUPOUA TE KAWA 3

NGĀ MĀTĀPONO 3

1.0 THE PARTIES5

2.0 BACKGROUND AND PURPOSE.....5

3.0 GIVING LIFE TO NGĀ MĀTĀPONO6

4.0 ORANGA TAMARIKI VALUES.....7

5.0 ENGAGEMENT7

6.0 INFORMATION SHARING..... 10

7.0 COMMUNICATION 10

8.0 CONTACTS 11

9.0 OFFICIAL INFORMATION 11

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS 11

11.0 SPECIAL CONDITIONS 12

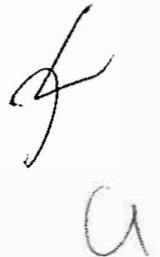
12.0 REVIEW AND AMENDMENT 12

13.0 DISPUTE RESOLUTION PROCESS 12

14.0 DEFINITIONS 12

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā
Mātāpono.....
.....14

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area..... 17



5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**); and
- (b) Oranga Tamariki - Ministry for Children (**Oranga Tamariki**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting Oranga Tamariki with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of tamariki, the whānau and hapū of Whanganui, *re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.*

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Oranga Tamariki journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono | Commitments reached |
|---|--|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <ul style="list-style-type: none"> • Ensure lines of communication between Oranga Tamariki and Ngā Hapū o Te Iwi o Whanganui are strong. • Work collaboratively with Ngā Hapū o Te Iwi o Whanganui to address any challenges that might impact giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono. • The principle of 'mana ki te mana' will be maintained when considering how the parties will engage with each other. |
| <p>Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.</p> | <ul style="list-style-type: none"> • Acknowledge the inherent rangatiratanga of Ngā Hapū o Te Iwi o Whanganui in their rohe, and work together to bring Te Tomokanga ki Te Matapihi me Ngā Mātāpono to life. • Collaborate with Ngā Hapū o Te Iwi o Whanganui in decision-making to enable meaningful contribution to building local solutions for iwi, hapū, whānau and communities. |
| <p>Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <ul style="list-style-type: none"> • Sharing data and information regarding Whanganui tamariki interactions with Oranga Tamariki to inform social and economic well-being planning. • Upholding the mana of Ngā Hapū o Te Iwi o Whanganui is upheld by applying a lens of continuous improvement when assessing the efficacy of our relationship. • Engage with Ngā Hapū o Te Iwi o Whanganui to better understand how our relationship will positively impact on the natural world, particularly with regard to the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area. |



5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

4.0 ORANGA TAMARIKI VALUES

- 4.1 The vision of Oranga Tamariki is that New Zealand values the wellbeing of tamariki above all else.
- 4.2 The purpose of Oranga Tamariki is to ensure that all tamariki are in loving whānau and communities where oranga tamariki can be realised.
- 4.3 The values of Oranga Tamariki are:
- (a) We put tamariki first: We will challenge when things aren't right for the child.
 - (b) We respect the mana of people: We listen, we don't assume, and we create solutions with others.
 - (c) We believe aroha is vital: It keeps us focused on what is right.
 - (d) We value whakapapa: Tamariki are part of a whānau and a community.
 - (e) We are tika and pono: We do what we say we'll do.
 - (f) We recognise that orange is a journey: We understand the long-term impact of our actions today.

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within the responsibility of Oranga Tamariki, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend **regular relationship meetings** as set out in clauses 5.3 to 5.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 5.15 to 5.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 5.10 to 5.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Relationship Meeting

- 5.3 The Parties agree that a senior representative of Takapau Whāriki and Oranga Tamariki will participate in a regular relationship meeting.
- 5.4 Oranga Tamariki's representatives at the relationship meeting will be an appropriate member of the Oranga Tamariki Leadership Team, who is delegated to make decisions upon the Oranga Tamariki's behalf.
- 5.5 Before each relationship meeting held in accordance with clause 5.3, representatives of Takapau Whāriki and Oranga Tamariki will agree to administrative arrangements for the meeting including the agenda.
- 5.6 Agenda items should include:

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- (a) the annual workplan for Oranga Tamariki, including any legislative or policy developments of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) review of any work plan developed under clauses 5.10 to 5.14;
 - (c) opportunities for collaboration between Oranga Tamariki and Takapau Whāriki;
 - (d) any other matters of mutual interest; and
 - (e) next steps, including any further meeting dates required to review aspects of Oranga Tamariki's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 5.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.9 The Parties may, in writing, mutually agree not to hold any given relationship meeting.

Work Plans

- 5.10 As a result of the relationship meetings, held in accordance with clause 5.3, and as part of other relationship meetings held in accordance with clause 5.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial relationship meeting.
- 5.11 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
- (a) developing shared policies that benefit the community;
 - (b) in accordance with clause 6.0 below, sharing information that is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) where possible, build upon the current resource base to maximise opportunities;
 - (e) progress towards socio-economic objectives with regional partners to improve the wellbeing and outcomes of tamariki, whānau, hapū, iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (f) establishing shared prevention and intervention programs within the local community;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles;
 - (h) creating increased learning and capacity building opportunities for the benefit of tamariki and whānau;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 5.12 When developing work plans under this agreement, Oranga Tamariki may invite any other party to be involved in discussions about the work plan. Oranga Tamariki will engage with Takapau Whāriki before issuing any such invitation.
- 5.13 Work plans will be mutually agreed by Takapau Whāriki and Oranga Tamariki and will reflect the priorities, resources and the specific functions and duties of the parties.
- 5.14 At the initial relationship meeting, the Parties will agree priority topics, and this may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 5.16 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 5.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and Oranga Tamariki. Oranga Tamariki will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 5.20 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 5.21 Oranga Tamariki will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
 - (a) engaging in accordance with clause 5.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at Oranga Tamariki for Takapau Whāriki who will act as a liaison person with other Oranga Tamariki staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of Oranga Tamariki to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Oranga Tamariki staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

- 8.1 The contact person for Oranga Tamariki for all matters relating to this Relationship Agreement is:
 - (a) Regional Commissioner, Taranaki-Manawatū; and
 - (b) CE/DCE or Oranga Tamariki equivalent senior lead.

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

8.3 The contact persons named in this Relationship Agreement may change from time to time. Oranga Tamariki and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

9.1 Oranga Tamariki is subject to the requirements of the Official Information Act 1982 (OIA).

9.2 Oranga Tamariki may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

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

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

10.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

10.4 The commitments of Oranga Tamariki under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Oranga Tamariki and of the government of the day.

10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

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

12.0 REVIEW AND AMENDMENT

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

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- 12.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 5.3 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 13.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Minister (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 13.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 13.5 The costs of mediation are to be split equally between the parties.
- 13.6 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in 13.0.

DEFINITIONS

| | |
|---------------------------------------|---|
| "the Settlement Redress Area" | means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three |
| "Settlement Date" | has the same meaning as in the Deed of Settlement. |
| "Te Tomokanga" | has the same meaning as in the Deed of Settlement. |
| "Te Tomokanga Toitū te Whānau" | means the enduring and positive well-being of the family/whānau. |
| "Tupua te Kawa" | has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017. |

DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

SIGNED for and on behalf of **ORANGA TAMARIKI** in the presence of:

)
)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees of the **TAKAPAU WHĀRIKI TRUST** by the Chair, in the presence of:

)
)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

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DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui guidance about giving life to Ngā Mātāpono

| <p>Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono</p> | <p>How Ngā Hapū o Te Iwi o Whanganui seek agencies give life to the values</p> | <p>Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for</p> |
|--|---|---|
| <p>Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Oranga Tamariki officials to relay this to all parts/members of the agency.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p> |
| <p>Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi</p> |

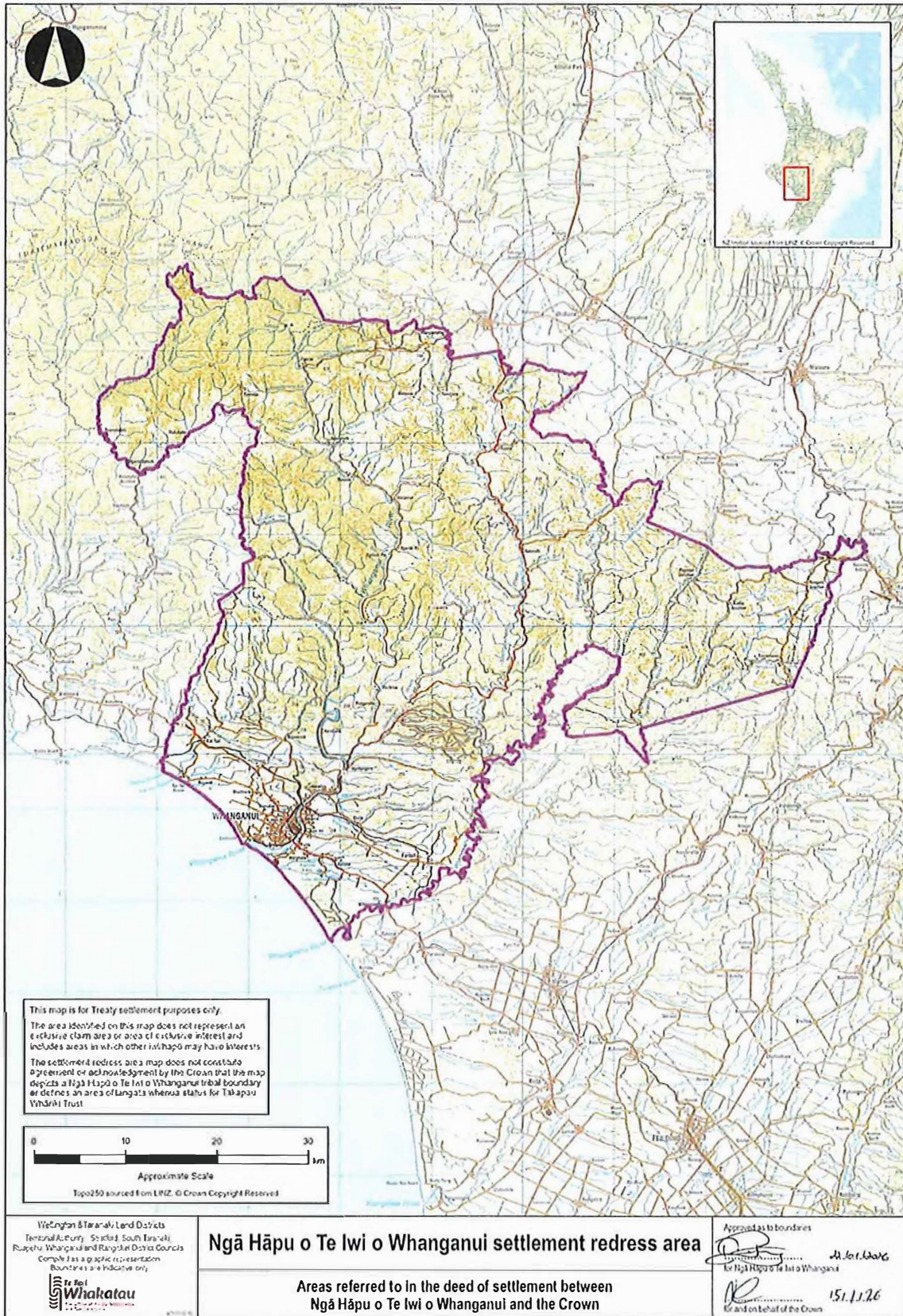
DOCUMENTS

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

| | | |
|---|--|---|
| <p>to uphold that mana.</p> | <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>and its relevance to developing hapū and iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū te whenua</p> <p>Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p> | <p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p> |

5.9: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

APPENDIX TWO – Map of Ngā Hāpū o Te Iwi o Whanganui Settlement Redress Area



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**5.10 RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION
NEW ZEALAND**



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DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

LAND INFORMATION NEW ZEALAND – TOITŪ TE WHENUA

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome Land Information New Zealand (LINZ) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and LINZ.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with LINZ.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

TABLE OF CONTENTS

| | |
|---|----|
| TIMATA: TE TOMOKANGA KI TE MATAPIHI | 2 |
| TUPUA TE KAWA | 3 |
| NGĀ MĀTĀPONO | 3 |
| 1.0 THE PARTIES | 5 |
| 2.0 BACKGROUND AND PURPOSE | 5 |
| 3.0 GIVING LIFE TO NGĀ MĀTĀPONO | 6 |
| 4.0 LINZ VALUES | 7 |
| 5.0 ROLES AND RESPONSIBILITIES..... | 7 |
| 6.0 ENGAGEMENT | 8 |
| 7.0 INFORMATION SHARING | 10 |
| 8.0 COMMUNICATION..... | 11 |
| 9.0 CONTACTS | 11 |
| 10.0 OFFICIAL INFORMATION..... | 11 |
| 11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS | 12 |
| 12.0 SPECIAL CONDITIONS | 12 |
| 13.0 REVIEW AND AMENDMENT | 12 |
| 14.0 DISPUTE RESOLUTION PROCESS..... | 12 |
| 15.0 DEFINITIONS | 13 |
| APPENDIX ONE: NGĀ HAPŪ O TE IWI O WHANGANUI ADVICE ABOUT GIVING LIFE TO NGĀ MĀTĀPONO..... | 15 |
| APPENDIX TWO: MAP OF NGĀ HAPŪ O TE IWI O WHANGANUI SETTLEMENT REDRESS AREA | 18 |



DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**); and
- (b) Land Information New Zealand – Toitū te Whenua (**LINZ**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting LINZ with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.

3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: LINZ journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono | How Land Information New Zealand will Give Life |
|---|--|
| <p>Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Act with integrity and ensure ongoing dialogue and honest discussions between the parties regarding matters of concern or policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Whanganui Lands to understand the meaning of Te Tomokanga ki Te Matapihi and promote understanding within the relevant teams of LINZ as appropriate.</p> <p>Having a focus on building and maintaining a strong relationship in practice, that complements legal contracts or agreements, including those in the Deed of Settlement.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui to nurture and maintain a positive relationship.</p> |
| <p>Toitū te mana Relationship of Authority Recognition of the permanence of Iwi mana and the sharing of responsibility to uphold that mana.</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tangata whenua and value the significant role of iwi and hapū in leading and engaging with LINZ. Adopting a collaborative approach to finding solutions.</p> <p>Support opportunities to engage in a way that aligns with Ngā Mātāpono and values the contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū te whenua Relationship of Sustenance The connection of humanity with the natural world, and the duty of care by humanity towards the natural world.</p> | <p>Whatungarongaro te tangata toitū te whenua. People come and go but land remains.</p> <ul style="list-style-type: none"> • Enabling resources to be used carefully and sustainably in ways that support the wellbeing of our people, whānau and communities. • LINZ has a responsibility to look after those resources so that they are present and healthy for our children and future generations. |

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

| | |
|--|---|
| | <ul style="list-style-type: none">• Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social, and economic well-being of Ngā Hapū o Te Iwi o Whanganui and the health and wellbeing of the whenua/natural world in the Settlement Redress Area.• Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional. |
|--|---|

4.0 LINZ VALUES

Whatungarongaro te tangata toitū te whenua.

People come and go but land remains.

4.1 This whakatauki underpins the LINZ purpose, reflecting the interconnectedness and inter-relationship of all living and non-living things.

4.2 Living the LINZ values helps LINZ to bring to life this whakataukī and purpose. These values are:

(a) **Māia** - Bold

I am curious and courageous. I take personal responsibility to be positive and strive to be better.

(b) **Matatau** - Expert

I am passionate about reaching my potential. I keep an open mind and share my knowledge. I am outward-looking, innovative and flexible.

(c) **Whakapipiri** - Stronger Together

I make connections to strengthen my work. I communicate effectively. I care and Manaaki influences the way I work. I respect and value diversity.

5.0 ROLES AND RESPONSIBILITIES

5.1 LINZ provides expert property and location information, manages Crown land, and regulates overseas investments.

Role of Statutory Officers who operate independently within LINZ

5.2 For the avoidance of doubt, there are four statutory officers within Toitū te Whenua LINZ. Statutory officers are responsible for their own legislation therefore they operate independently from the Government – LINZ's Chief Executive can not influence decisions that statutory officers make. The four officers and their roles are:

(a) **Surveyor-General:** sets standards for cadastral and geodetic survey systems, ensuring that we can rely on land boundaries and location information. This includes membership on the Cadastral Survey Licensing Board. They also support the Electoral Commission's setting of electorates every five years.

(b) **Valuer-General:** regulates the rating valuations industry. This includes administering the Valuers Registration Board (which regulates registered valuers)

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

and ensuring district valuation rolls are maintained (used by Territorial Authorities for rating purposes)

- (c) Registrar-General of Land: oversees Aotearoa New Zealand's property rights registration system (Torrens System) They also provide policy advice and administer claims and reviews under the Land Transfer Act 2017.
- (d) Commissioner of Crown Lands: exercises rights of ownership and has statutory responsibility for Crown land administered under the Land Act 1948. This means the Commissioner is the landlord for Crown pastoral lessees, and is responsible for consenting to activities including leasing and disposal of Crown land.

5.3 Any decisions and policies that are made by statutory officers are separate to LINZ therefore direct consultation with Ngā Hapū o Te Iwi o Whanganui can not always be carried out.

6.0 ENGAGEMENT

6.1 The Parties will work together in good faith to identify where a policy or programme, within LINZ's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area. LINZ will endeavour to give life to Ngā Mātāpono within the parameters set by the Government of the day.

6.2 In respect of consulting on policy, LINZ is currently the lead agency for policies pursuant to the legislation it administers, for example, the Public Works Act 1981 and the Land Act 1948 or legislation that governs the roles of the statutory officers as discussed under clause 5.0. Where LINZ is responsible for leading a policy, it will engage with the Takapau Whāriki if that policy directly impacts Ngā Hapū o Te Iwi o Whanganui.

6.3 The Parties commit to engaging with each other through the following mechanisms:

- (a) attend an **annual relationship meeting** as set out in clauses 6.4 to 6.10.
- (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 6.16 to 6.22.
- (c) collaborate and develop a **work plan** as set out in clauses 6.11 to 6.15.
- (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

6.4 The Parties agree that a senior representative of the Takapau Whāriki and LINZ will participate in an annual relationship meeting.

6.5 LINZ's representatives at the annual relationship meeting will be an appropriate member of LINZ's Leadership Team, who is delegated to make decisions upon LINZ's behalf.

6.6 Before each relationship meeting held in accordance with clause 6.4, representatives of the Takapau Whāriki and LINZ will agree to administrative arrangements for the meeting including the agenda.

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

6.7 Agenda items should include:

- (a) the annual workplan for LINZ, including any legislative or policy developments of interest to or affecting the interests represented by the Takapau Whāriki in relation to the Settlement Redress Area;
- (b) reviewed any work plan developed under clause 6.11 to 6.15;
- (c) opportunities for collaboration between LINZ and the Takapau Whāriki;
- (d) any other matters of mutual interest; and
- (e) next steps.

6.8 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.

6.9 The first relationship meeting will take place within three months of a written request by the Takapau Whāriki.

6.10 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

6.11 As a result of the annual relationship meetings, held in accordance with clause 6.4, and as part of other relationship meetings held in accordance with clause 6.3(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting.

6.12 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:

- (a) developing shared policies that benefit the community;
- (b) in accordance with clause 7.0 below, sharing information that is of mutual benefit;
- (c) establishing practical solutions that create alternative intervention systems;
- (d) building on the current resource base to maximise opportunities;
- (e) progress towards social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
- (f) establishing shared prevention and intervention programs within the local community;
- (g) determining how research, monitoring and evaluation can help to evidence the relationship principles;
- (h) creating opportunities for increased learning and capacity building;
- (i) setting out a timetable and milestones for delivering on any agreed commitments;
- (j) confirming the responsibilities for the parties to meet any agreed commitments; and

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

- (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 6.13 When developing work plans under this agreement, LINZ may invite any other party to be involved in discussions about the work plan. LINZ will engage with Takapau Whāriki before issuing any such invitation.
- 6.14 Work plans will be mutually agreed by Takapau Whāriki and LINZ and will reflect the priorities, resources and the specific functions and duties of the parties.
- 6.15 At the initial annual meeting, the Parties will agree priority topics.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 6.16 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 6.17 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 6.18 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 6.19 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 6.20 This relationship agreement is between Takapau Whāriki and LINZ. LINZ will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 6.21 For the avoidance of doubt, agency engagement with the charitable trust does not create an additional agreement with agencies.
- 6.22 LINZ will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.



DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

7.0 INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to privacy laws and other legal restrictions.

8.0 COMMUNICATION

- 8.1 *The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:*
- (a) engaging in accordance with clause 6.0 of this agreement;
 - (b) information sharing in accordance with clause 7.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at LINZ for the Takapau Whāriki who will act as a liaison person with other LINZ staff;
 - (e) providing reasonable opportunities for the Takapau Whāriki to meet with senior staff of LINZ to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant LINZ staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) *consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;*
 - (h) agreeing a timeframe for the Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to the Takapau Whāriki on any decision that is made that relates to the agreement.

9.0 CONTACTS

- 9.1 The contact person for LINZ for all matters relating to this Relationship Agreement is:
- (a) Regional Director (Whanganui); and
 - (b) Te Tumu Whakarae Chief Executive.
- 9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

9.3 The contact persons named in this Relationship Agreement may change from time to time. LINZ and Takapau Whāriki agree to update each other as and when this occurs.

10.0 OFFICIAL INFORMATION

10.1 LINZ is subject to the requirements of the Official Information Act 1982 (OIA).

10.2 LINZ may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

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

11.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

11.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

11.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Takapau Whāriki.

11.3 In accordance with the principles described in clause 11.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

11.4 The commitments of LINZ under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of LINZ and of the government of the day.

11.5 The commitments of the Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

12.0 SPECIAL CONDITIONS

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

13.0 REVIEW AND AMENDMENT

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

13.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.

13.3 The Parties will negotiate any amendments to provisions and may sign a variation to this Relationship Agreement which will take effect upon signing.

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

14.0 DISPUTE RESOLUTION PROCESS

- 14.1 Subject to the provisions of statutes administered by LINZ if a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 14.2 If the process in clause 14.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 14.3 If the dispute is not resolved following the process outlined at 14.1 and 14.2, and the parties agree that the matter is of such significance that it requires the attention of the Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of the Takapau Whāriki and the Chief Executive (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 14.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 14.5 The costs of mediation are to be split equally between the parties.
- 14.6 Nothing in this clause 14.0, or this agreement, prevents the Takapau Whāriki from contacting or meeting with the relevant Minister as required.
- 14.7 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 14.0.

15.0 DEFINITIONS

- "the Settlement Redress Area"** means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three
- "Settlement Date"** has the same meaning as in the Deed of Settlement.
- "Te Tomokanga"** has the same meaning as in the Deed of Settlement.
- "Te Tomokanga Toitū te"** means the enduring and positive well-being of the family/whānau.
- "Tupua te Kawa"** has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

SIGNED for and on behalf of the)
LAND INFORMATION NZ – TOITŪ TE)
WHENUA in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of the TAKAPAU WHĀRIKI TRUST)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono | How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values | Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for |
|---|---|--|
| <p>Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for LINZ officials to relay this to all parts/members of LINZ.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p> |
| <p>Toitū te mana Relationship of Authority - Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and</p> |

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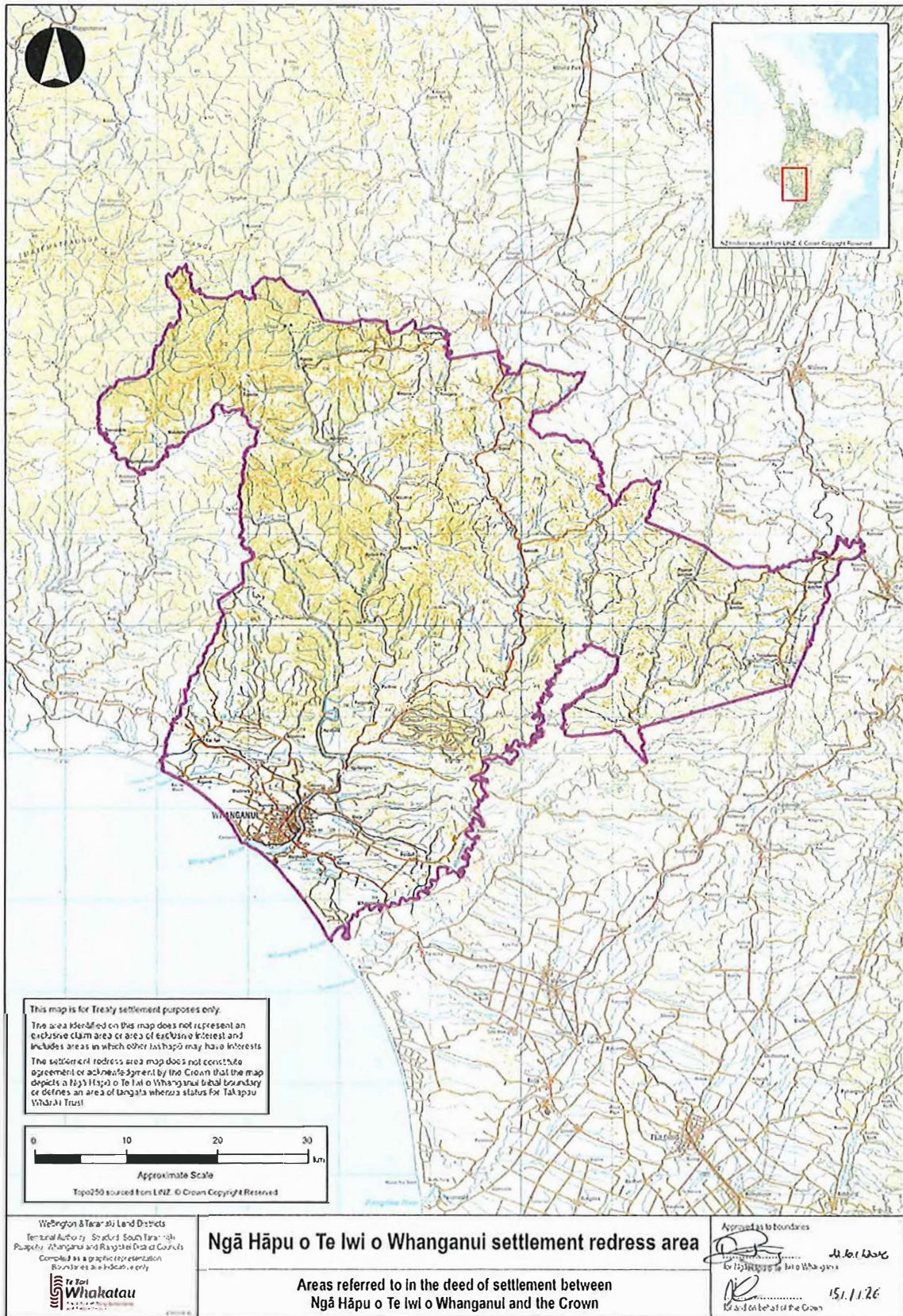
5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

| | | |
|---|--|---|
| | <p>them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| <p>Toitū te whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p> | <p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p> | <p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p> |

DOCUMENTS

5.10: RELATIONSHIP AGREEMENT WITH TOITŪ TE WHENUA – LAND INFORMATION NEW ZEALAND

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



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**5.11 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU
O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION –
TE AMORANGI MĀTAURANGA MATUA**



DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE
MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA
MATUA

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

NGĀ HAPŪ O TE IWI O WHANGANUI,

TAKAPAU WHĀRIKI TRUST

and

**THE CROWN THROUGH THE SECRETARY FOR EDUCATION AND
CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION (Te Tāhuhu o te
Mātauranga),**

and

**THE CROWN THROUGH THE CHIEF EXECUTIVE OF THE TERTIARY
EDUCATION COMMISSION (Te Amorangi Mātauranga Matua)**

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

| | |
|--|---|
| Ko te rangawhenua te mātāpuna o te ora | Our nationhood sustains us, |
| Mai te whare toka ki te tokatū | our tribal domain dictates our worldview, |
| He matapihi ki uta, ki tai, ki te ao | our culture and economy sustain and elevate |
| He ao āpōpō, he ao tea | our mana motuhake and tino rangatiratanga, |
| | our legacy, our aspirations, our future |

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te **Matapihi** is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te **Tomokanga ki Te Matapihi** is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – Te **Uku** and Te **Rino**.

Te **Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te **Rino** is the arm of the gateway that acknowledges manuhiri, and in the Whanganui context, represents the Crown relationship with Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Education Sector as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and the Education Sector.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with the Education Sector.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō fawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga itī, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

TABLE OF CONTENTS

| | |
|--|----|
| TIMATA: TE TOMOKANGA KI TE MATAPIHI | 2 |
| NGĀ MĀTĀPONO | 3 |
| TUPUA TE KAWA | 3 |
| | |
| 1.0 THE PARTIES | 5 |
| 2.0 BACKGROUND AND PURPOSE | 5 |
| 3.0 GIVING LIFE TO NGĀ MĀTĀPONO | 6 |
| 4.0 ROLES AND RESPONSIBILITIES | 7 |
| 5.0 ENGAGEMENT | 7 |
| 6.0 INFORMATION SHARING | 10 |
| 7.0 COMMUNICATION | 11 |
| 8.0 CONTACTS | 11 |
| 9.0 OFFICIAL INFORMATION | 12 |
| 10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS | 12 |
| 11.0 SPECIAL CONDITIONS | 12 |
| 12.0 REVIEW AND AMENDMENT | 12 |
| 13.0 DISPUTE RESOLUTION PROCESS | 13 |
| 14.0 DEFINITIONS | 13 |
| | |
| APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice on Giving Life to Ngā Mātāpono | 16 |
| APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area | 19 |
| APPENDIX THREE - Te Tomokanga Toitū te Whānau Framework: An Illustrative Example of How Ngā Matapōno Values May be Applied in Practice | 20 |



DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

1.0 THE PARTIES

1.1 The Parties to this relationship agreement are:

- (a) Takapau Whariki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui (**Takapau Whāriki**));
- (b) The Ministry of Education, Te Tāhuhu o te Mātauranga (the **Ministry**) and the Tertiary Education Commission, Te Amorangi Mātauranga Matua (the **Commission**), collectively the **Education Sector**.

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whariki and the Crown (the Deed of Settlement), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting the Education Sector with whānau, hapū, iwi and whenua; and
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, to work together in good faith to seek opportunities to give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed to work together, in good faith, to seek opportunities to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice to support the Education Sector with information and guidance on its ongoing journey towards giving life to the core values of Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua within the Settlement Redress Area (see map at Appendix Two).
- 3.3 These examples reflect hapū aspirations for how these values might be applied in practice, and the outcomes they seek through working in partnership with agencies. Their inclusion does not represent a commitment on the part of the Education Sector to implement the specific examples given.
- 3.4 In addition, to support deeper understanding, Appendix Three provides an illustrative example of the Te Tomokanga Toitū te Whānau Framework, which may also help guide kaupapa-led engagement and practical application of these values.

Table 1: Ministry of Education journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

| Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono | Commitments reached as to how the Ministry and TEC will give life to the mātāpono by: |
|--|--|
| <p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Act with integrity and honesty to nurture and maintain a positive relationship.</p> <p>Conduct ongoing dialogue and honest discussion to identify shared goals and values and where possible, develop strategies to achieve them together.</p> |
| <p>Toitū Te Mana Relationship of Authority A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship</p> | <p>Respect the mana and tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions by sharing available information relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Value the contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui through listening and ongoing engagement.</p> |

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

| | |
|---|---|
| between humanity and the taiao and people with one another through appropriate tikanga. | |
| Toitū Te Whenua Relationship of Sustenance The connection of humanity with the taiao, and the duty of care by humanity towards the taiao. | Explore opportunities for collaboration as they arise, including collaboration to enhance educational outcomes of Ngā Hapū o Te Iwi o Whanganui. Enable meaningful engagement that fosters enduring relationships. Share available education information and data that is held by the Ministry. |

4.0 ROLES AND RESPONSIBILITIES

- 4.1 The Ministry is the Government's lead advisor on New Zealand's education system. It shapes the direction for education agencies and providers, and contributes to the Government's goals for education.
- 4.2 The purpose of the Education Sector is to shape an education system that delivers equitable and excellent outcomes.
- 4.3 The Commission leads the government's relationship with the tertiary education sector in Aotearoa New Zealand and provides career services from education to employment. This involves supporting and developing a high-quality and sustainable tertiary education system. The Commission does this by providing sound, evidence-based investment in tertiary education, training and careers services that meet the needs of our society.

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within the Education Sector's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) Attend an **annual relationship meeting** as set out in clauses 5.3 to 5.9.
 - (b) Collaborate and develop a **work plan** as set out in clauses 5.14 to 5.19.
 - (c) Hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

- 5.3 The Parties agree that representative of Takapau Whāriki and the Education Sector will participate in an annual relationship meeting.
- 5.4 Before each relationship meeting held in accordance with clause 5.3, representatives of Takapau Whāriki and the Education Sector will discuss and agree:

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

- (a) the level at which the the annual relationship meeting should take place; and
- (b) the administrative arrangements for the meeting including the agenda.

Meeting Level and Representation

5.5 The level of the representatives meeting should be matched so that the Chair of the Takapau Whāriki meets with:

- (a) the Secretary for Education and Chief Executive of the Ministry, and/or
 - (b) the Chief Executive of the Commission or their nominated representative
- and so forth.

5.6 *The level at which the meeting should take place will be determined by mutual agreement with reference to the agenda of the meeting and the matters to be discussed and decided.*

5.7 According to the preference of Takapau Whāriki, the first or the second meeting should be at Chair/Chief Executive level in order to set the direction of the relationship.

5.8 As a guide and subject to clause 5.6, it is expected that the Chair and Chief Executives would meet on average about every three years.

5.9 At other times, subject to clause 5.5:

- (a) The Ministry will be represented by a relevant Hautū (Deputy Secretary) or the Director of Education for the Taranaki, Whanganui, Manawatū region of Te Mahau, or, by mutual agreement, by other Ministry officials of equivalent standing.
- (b) The Commission will be represented by a Deputy Chief Executive or the Chief Advisor Iwi and Māori Relations or, by mutual agreement, by officials of equivalent standing.

Agenda

5.10 Agenda items should include:

- (a) the annual workplan for the Education Sector, including any legislative or policy developments known to be of interest to Takapau Whāriki in relation to the Settlement Redress Area, or likely to affect the ability of Takapau Whāriki or the Education Sector to deliver on any work plan commitments or any other agreements reached between the Parties;
- (b) the review of any work plan developed under clause 5.14 to 5.19;
- (c) opportunities for collaboration between the Education Sector and Takapau Whāriki;
- (d) any other matters of mutual interest; and
- (e) the next steps as agreed by the parties.

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

- 5.11 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 5.12 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.13 The Parties may mutually agree, in writing, not to hold annual relationship meetings in some years.

Work Plans

- 5.14 In accordance with clause 5.2(b), the parties will develop a workplan. This will be a plan to implement strategic agreements reached in the annual relationship meetings referred to in clause 5.2(a), and may be developed and amplified in the course of the additional meetings provided for in clause 5.2(c).
- 5.15 The workplan will be a living document that will be updated in response to work completed and changes or new opportunities in the education environment.
- 5.16 The Parties may be interested to include, but are not limited to, the following projects and topics in the Work Plan:
- (a) as the context allows, developing shared local policies that benefit the community;
 - (b) sharing information which is of mutual benefit;
 - (c) establishing practical solutions that create alternative intervention systems;
 - (d) maximising opportunities that are available given the existing resource base;
 - (e) exploring opportunities to make progress towards mutual social and economic objectives with regional partners to improve the wellbeing and outcomes of whānau, hapū, Iwi and communities within the Whanganui Settlement Redress Area;
 - (f) *pursuing opportunities to establish or participate in shared prevention and intervention programs within the local community;*
 - (g) considering how research, monitoring and evaluation could be used to demonstrate use of the relationship principles in practice;
 - (h) creating opportunities for increased learning and capacity building;
 - (i) setting out a timetable and milestones for delivering on any agreed commitments;
 - (j) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (k) setting out a timetable for monitoring, reporting and reviewing work plans.
- 5.17 The plan may provide for the direct involvement of the Parties, or the brokering of relationships to help to advance these objectives.

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

- 5.18 When developing work plans under this agreement, the Education Sector may invite any other party to be involved in discussions about the work plan. The Education Sector will engage with Takapau Whāriki before issuing any such invitation.
- 5.19 Work plans will be developed by mutual agreement between Takapau Whāriki and the Education Sector and will reflect the priorities, resources and the specific functions and duties of all the Parties.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange.
- 6.2 *The Parties will use their best endeavours to share information in relation to the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui.*
- 6.3 Any information that is shared is subject to privacy laws and other legal restrictions.
- 6.4 The parties will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 5.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at the Education Sector for Takapau Whāriki who will act as a liaison person with other Education Sector staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of the Education Sector to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Education Sector staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) where possible, consulting as soon as reasonably practicable following the identification of matters known to be of interest to Takapau Whāriki in relation to the Settlement Redress Area, or likely to affect the ability of Takapau Whāriki or the Education Sector to deliver on any work plan commitments or other agreements;
 - (h) where possible, agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

- (i) approaching the relationship with an open mind and, where possible genuinely considering any views and/or concerns that Takapau Whāriki may have in relation to any of the matters known to be of interest to Takapau Whāriki in relation to the Settlement Redress Area, or likely to affect the ability of Takapau Whāriki of the Education to deliver on any work plan commitments or any other agreements reached between the Parties; and
- (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

8.1 The contact people for Education Sector are:

- (a) for the Ministry, the Director for Education, Taranaki, Whanganui and Manawatū, and;
- (b) for the Commission, the Chief Advisor Iwi and Māori Relations.

8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

8.3 The contact persons named in this Relationship Agreement may change from time to time. The Education Sector and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

9.1 The Education Sector is subject to the requirements of the Official Information Act 1982 (OIA).

9.2 The Education Sector may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

9.3 The Education Sector will, where possible, notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to the Education Sector in a timely fashion, so that the Education Sector is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

10.1 The Parties are focused on, and are committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

- 10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 10.4 The commitments of the Education Sector under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Education Sector and of the government of the day.
- 10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

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

12.0 REVIEW AND AMENDMENT

- 12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 12.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions and may sign a variation to this Relationship Agreement which will take effect at a time mutually agreed. The parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of nominated representatives of the Ministry and/or the Commission (as relevant) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 13.3 If the dispute remains unresolved, by those representatives, the dispute shall be escalated to the Chief Executives of the Parties.
- 13.4 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 13.0.

14.0 DEFINITIONS

- “the Settlement Redress Area”** means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two.
- “Settlement Date”** has the same meaning as in the Deed of Settlement.
- “Te Tomokanga”** has the same meaning as in the Deed of Settlement.

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

“Te Tomokanga Toitū te Whānau” means the enduring and positive well-being of the family/whānau.

“Tupua te Kawa” has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

SIGNED for and on behalf of the)
MINISTRY OF EDUCATION)
in the presence of:)

) _____

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of the)
TERTIARY EDUCATION COMMISSION)
in the presence of:)

) _____

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **TAKAPAU WHĀRIKI**)
by the Chair, in the presence of:)

) _____
Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui Advice about their Aspirations for What Giving Life to Ngā Mātāpono Might Look Like

These examples have been provided by the Ngā Hapū o Te Iwi o Whanganui to support the Education Sector with information and guidance on its ongoing journey towards giving life the core values of Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua within the Settlement Redress Area (see map at Appendix Two).

These examples reflect hapū aspirations for how these values might be applied in practice, and the outcomes they seek through working in partnership with agencies. Their inclusion does not represent a commitment on the part of the Education Sector to implement the specific examples given.

| Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono | How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values | Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for |
|--|--|---|
| <p>Toitū te kupu Relationship of Integrity The intent of one's word and the truth of its expression</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki</p> | <p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Crown entity officials to relay this to all parts/members of Crown entity.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> |

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

| | | |
|--|---|---|
| | Te Matapihi me Ngā Mātāpono. | Continual exploration of new ways to work together and enhance the partnership. |
| <p>Toitū Te Mana</p> <p>Relationship of Authority</p> <p>–</p> <p>A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship between humanity and the taiao and people with one another through appropriate tikanaga.</p> | <p>Recognise Ngā Hapū o Te Iwi o Whanganui as tangata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p> | <p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p> |
| Toitū te whenua | Exploring opportunities for collaboration as they arise, | To understand and be able to appropriately address/consider the connection of humanity |

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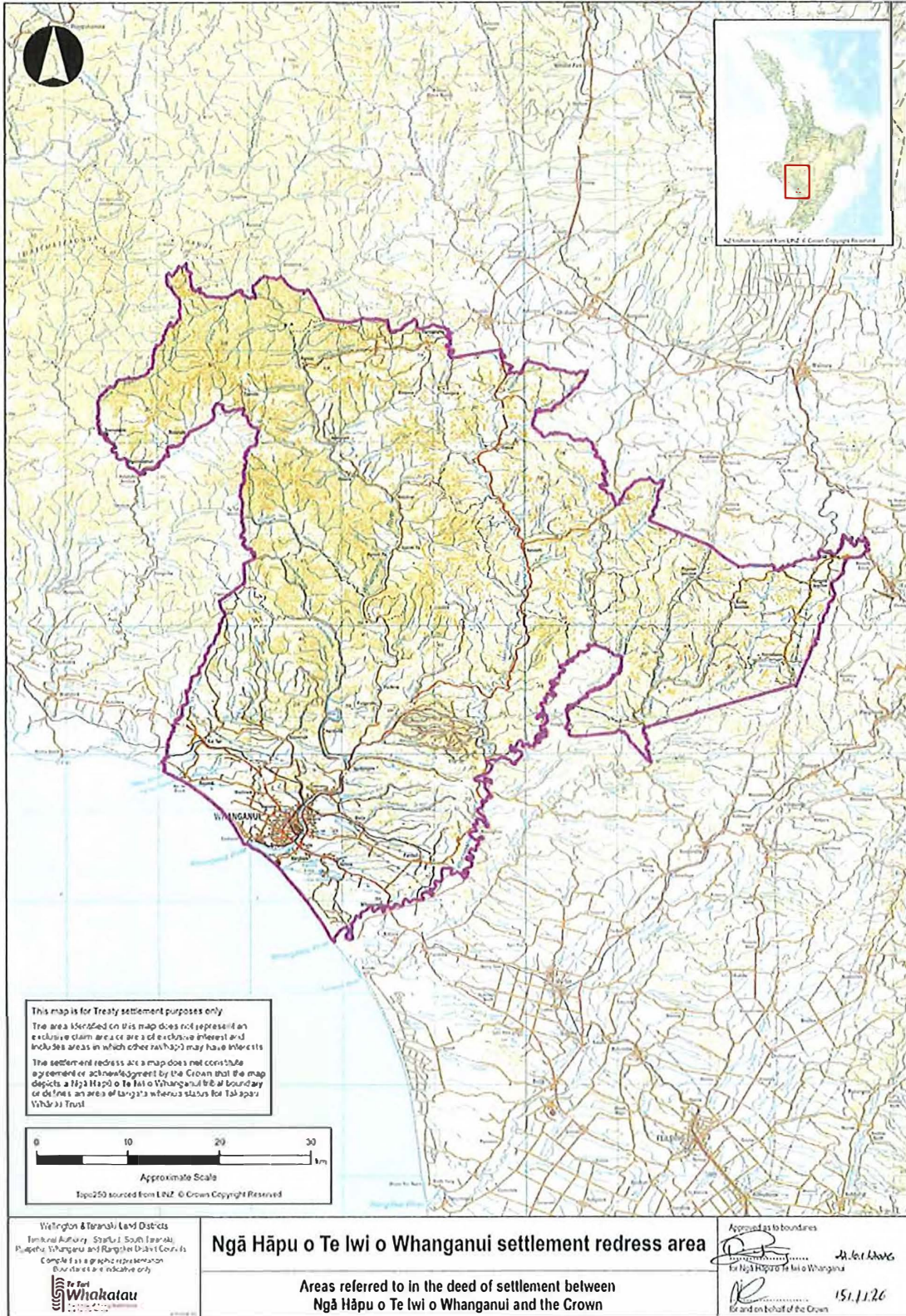
5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

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|---|---|--|
| <p>Relationship of Sustenance The connection of humanity with the taiao, and the duty of care by humanity towards the taiao.</p> | <p>including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p> | <p>and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p> |
|---|---|--|

DOCUMENTS

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



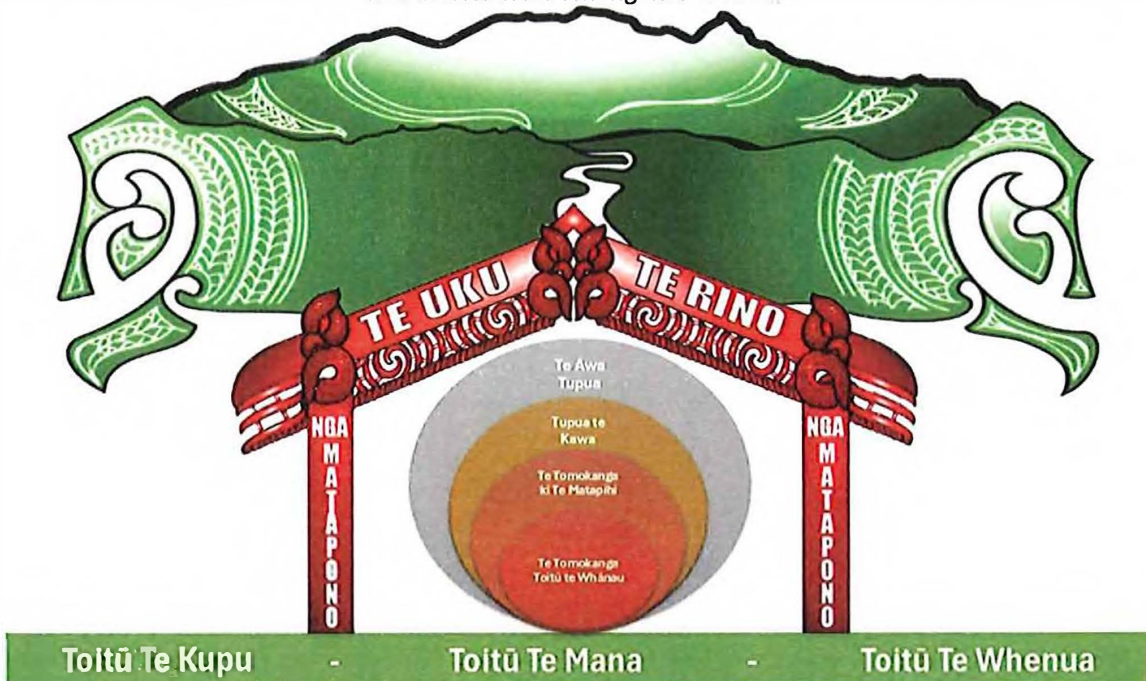
5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

APPENDIX THREE – Toitū te Whānau Framework: An Illustrative Example of How Ngā Matapōno Values May be Applied in Practice

[UNCLASSIFIED]

TE TOMOKANGA TOITŪ TE WHĀNAU

A Bold Vision for Whanganui's Future



TOITŪ TE WHĀNAU

Proposed Rohe

This map depicts the proposed area where the Toitū te Whānau framework applies.

The area identified on this map does not represent an exclusive claim area or area of exclusive interest and includes areas in which other huiwhānau have interests.

Pipiriki Colonial House
Taunoka
Ranana
Waimarino
Mataniwi Track
Raukawa Falls
Kakalahi
Pāparangi
Pākaraka
Kaiwhaiki Road
Parikino
Mangamahū
Beach
Kai Iwi
Brunswick
Westmere
Whānau
Kaitoke
Fordell
Whāngaeahu River Boundary Bridge

Toitū Te Kupu - Toitū Te Mana - Toitū Te Whenua

265
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5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

[UNCLASSIFIED]

TOITŪ TE WHĀNAU

He ao āpōpō, he ao tea

Our legacy, our aspiration, our future

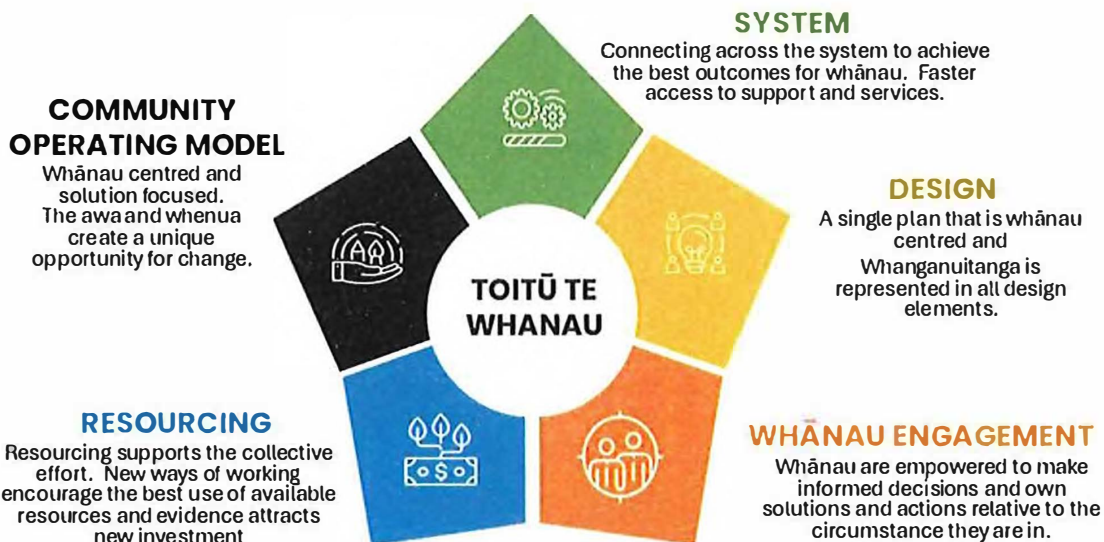


- VISION** We will strengthen all whānau by placing them at the heart of our well-being decision-making to meet our genuine local needs.
- MISSION** Uniting to improve the well-being of our whānau and community.
- PURPOSE** To reposition and redesign our well-being landscape by providing a platform for strategic governance to **mahl ngātahi** to provide the best possible position to improve the well-being of our Whānau, Hapū, Iwi and Hāpori within our Te Whare Kāho o Whanganui.
- KEY STRATEGY** To use a values-based approach to establish meaningful relationships. Toitū te Whānau reflects true partnership where our worldviews and practices are combined to guide strategic direction in a way that is responsive to the needs of whānau.

Toitū Te Kupu - Toitū Te Mana - Toitū Te Whenua

[UNCLASSIFIED]

THE APPROACH has five elements: System, Design, Whānau Engagement, Resourcing, and a Community Operating Model. Collectively, these elements aim to create change and improve outcomes for whānau. Each element requiring something new and different from the status quo.



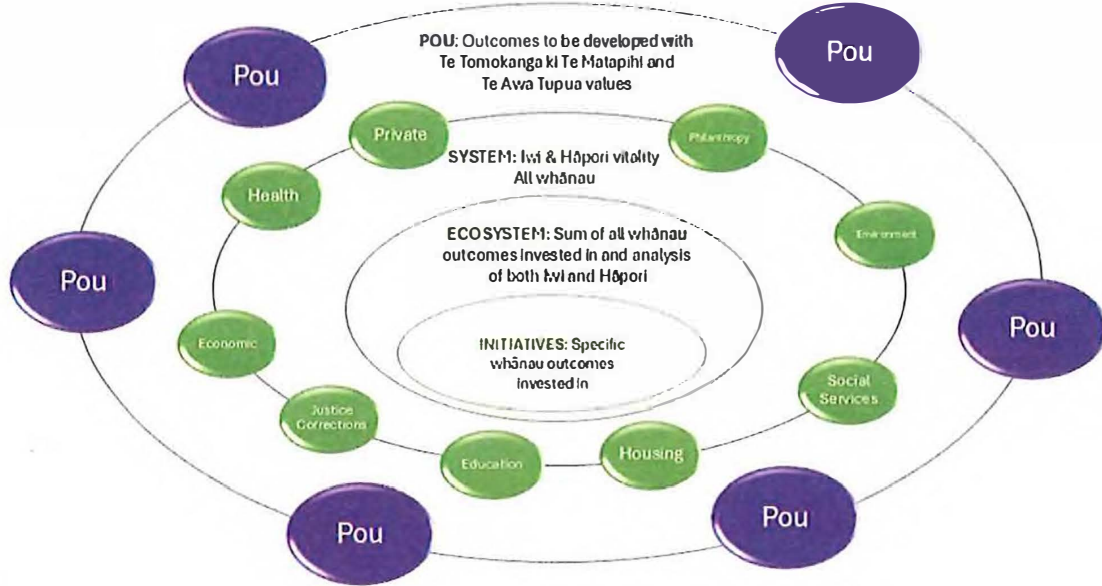
Toitū Te Kupu - Toitū Te Mana - Toitū Te Whenua

5.11: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION – TE TĀHUHU O TE MĀTAURANGA AND THE TERTIARY EDUCATION COMMISSION – TE AMORANGI MĀTAURANGA MATUA

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TOITŪ TE WHĀNAU

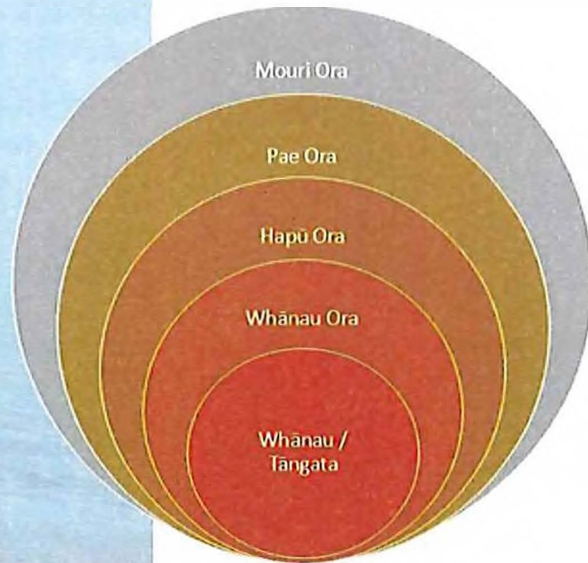
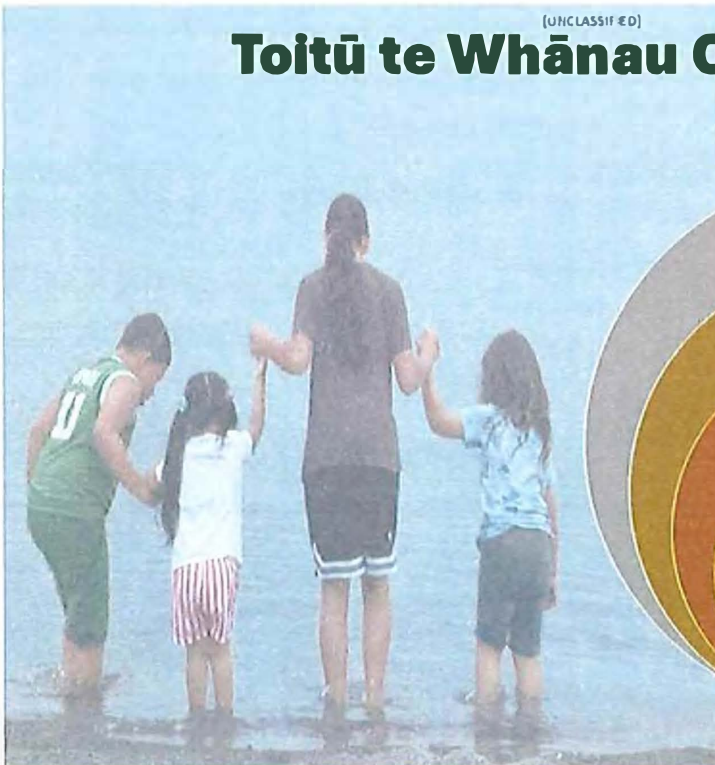
Future interwoven work of Toitū te Whānau with government and other agencies connection



Toitū Te Kupu - Toitū Te Mana - Toitū Te Whenua

[UNCLASSIFIED]

Toitū te Whānau Outcomes



Toitū Te Kupu - Toitū Te Mana - Toitū Te Whenua

5.12 RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT



DOCUMENTS

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING
AND URBAN DEVELOPMENT

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

**TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN
DEVELOPMENT**



DOCUMENTS

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

The gateway has two arms – **Te Uku** and **Te Rino**.

Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Ministry of Housing and Urban Development – Te Tūāpapa Kura Kāinga (**Te Tūāpapa Kura Kāinga**) as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Te Tūāpapa Kura Kāinga.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Te Tūāpapa Kura Kāinga.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga ili, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

DOCUMENTS

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

TABLE OF CONTENTS

| | |
|--|----|
| TIMATA: TE TOMOKANGA KI TE MATAPIHI | 2 |
| TUPUA TE KAWA | 3 |
| NGĀ MĀTĀPONO | 3 |
| | |
| 1.0 THE PARTIES | 5 |
| 2.0 BACKGROUND AND PURPOSE | 5 |
| 3.0 GIVING LIFE TO NGĀ MĀTĀPONO | 5 |
| 4.0 ENGAGEMENT | 7 |
| 5.0 INFORMATION SHARING | 11 |
| 6.0 COMMUNICATION | 12 |
| 7.0 CONTACTS | 13 |
| 8.0 OFFICIAL INFORMATION | 13 |
| 9.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS | 13 |
| 10.0 SPECIAL CONDITIONS | 14 |
| 11.0 REVIEW AND AMENDMENT | 14 |
| 12.0 DISPUTE RESOLUTION PROCESS | 14 |
| 13.0 DEFINITIONS | 14 |
| | |
| APPENDIX ONE: Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono | 16 |
| APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area | 19 |

DOCUMENTS

5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui (**Takapau Whāriki**); and
- (b) Te Tūāpapa Kura Kāinga - The Ministry of Housing and Urban Development (**Te Tūāpapa Kura Kāinga**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the **Deed of Settlement**), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting Te Tūāpapa Kura Kāinga with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the Parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi/the Treaty of Waitangi (Te Tiriti o Waitangi); and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The Parties also agree to progress and sustain a positive, co-operative, and enduring relationship, and agree to abide by the following relationship principles:

- (a) kia mau ki te wairua o te Tiriti o Waitangi/the Treaty of Waitangi: upholding the spirit of te Tiriti o Waitangi/the Treaty of Waitangi;
- (b) co-operating in partnership with a spirit of whakawhanaungatanga, good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability to achieve shared outcomes;
- (c) maintaining a 'no surprises' approach and ensuring early engagement on issues of known interest to the Parties;