

7 May 2025

Tēnā koe

Official Information Act request

Thank you for your email of 16 February 2025, requesting information about Māori service providers in the last 10 years, including contracts, guidelines, and funding.

I have considered your request under the Official Information Act 1982 (the Act). Please find my decision on each part of your request set out separately below.

1. Extent of Devolution to Māori:

- The amount and proportion of MSD-funded social services relative to non_Maori providers that have been devolved to Māori service providers over the past 10 years.
- Any policies, strategies, or frameworks guiding the devolution of social services to Māori providers.
- Any policy setting out definitions of a Maori service provider, and iwi or hapu or whanau providers.
- Amount and proportion of MSD-funded social services received by iwi or hapu organisations, relative to non-tribal Maori providers.

The Ministry of Social Development (the Ministry) does not provide devolved Ministry-funded social services to Māori. Instead, the Ministry works with our clients and in partnership with a wide range of organisations, including Māori service providers, when providing funding.

Information on the range of services can be found in the Ministry's Annual Reports to Parliament that outline our financial and non-financial performance to Parliament each year. The report contains a wealth of information about our services that you can view on our website here: www.msd.govt.nz/about-msd-and-our-work/publications-resources/corporate/annual-report/2024/index.html.

You can find previous annual reports, which may be of interest for your research, here: <u>www.msd.govt.nz/about-msd-and-our-work/publications-</u> resources/corporate/annual-report/index.html.

You may be interested the Social Sector Commissioning work programme that was established in 2018 with the purpose of improving the commissioning of social

services provided by Non-Government Agencies (NGOs), to deliver better outcomes for New Zealanders.

In October 2022 the Social Sector Commissioning Action Plan 2022-2028 was formally launched. Within the Action Plan there are seven principles that support a relational approach. Details are available on the Ministry's website here: www.msd.govt.nz/about-msd-and-our-work/publications-resources/planningstrategy/social-sector-commissioning/index.html

The principles were developed after extensive engagement with NGOs, the philanthropic sector and government agencies, tangata whenua including iwi and hapū, and collating the views of the people, families and whānau being supported.

Although the principles are interdependent, equally valuable and indivisible there are two that emphasise the need for responsiveness to Māori:

- Māori-Crown partnerships are at the heart of effective commissioning.
- Commissioning is responsive to the equity of unique and diverse populations.

A more detailed summary of the principles can be found here: <u>www.msd.govt.nz/documents/about-msd-and-our-work/publications-</u> <u>resources/planning-strategy/social-sector-commissioning/social-sector-</u> <u>commissioning-update-2022.pdf</u>.

One report to the Minister in scope of your request is withheld und in full under section 9(2)(g)(i) of the Act to protect the effective conduct of public affairs through the free and frank expression of opinions. I believe the greater public interest is in the ability of individuals to express opinions in the course of their duty.

2. Contracting with Māori Providers:

- A list of Māori service providers currently contracted with MSD, including:
 - The name of the provider,
 - The type of service provided,
 - The total funding allocated to each provider per year (for the past five years).
- Any guidelines or eligibility criteria MSD uses when contracting social service provision to Māori organizations.

Your request asks the Ministry to distinguish between Māori and non-Māori provision of services. As stated, while this is not Ministry policy, we provide some programmes that benefit Māori services.

Ministry funded Māori services - Māori Trades and Training Fund

The Māori Trades and Training Fund (MTTF), aimed at Māori providers, is one exception that is specifically targeted at Māori services. Details about MTTF and a link to current projects is on our website at:

www.workandincome.govt.nz/providers/programmes-and-projects/maori-tradesand-training-fund.html. The Ministry has other Employment Programmes such as He Poutama Rangatahi that are 'open' for all providers but clearly will include a significant number of 'Māori' providers.

You can find more information about He Poutama Rangatahi programmes, and a list, on our website here: <u>www.workandincome.govt.nz/providers/programmes-and-projects/he-poutama-rangatahi-youth-employment-pathways.html</u>

Māori service provider E Tū Whānau

The Ministry's partnership approach is demonstrated with our work with E Tū Whānau since 2008. The Ministry works with E Tū Whānau as a community-based approach to address unacceptable levels of violence in New Zealand. The Ministry's relationship with E Tū Whānau, and a description of their four priority action areas, is outlined in its document, *E Tū Whānau Mahere Rautaki Framework for Change*, which can be found here: www.msd.govt.nz/documents/about-msd-and-our-work/work-programmes/initiatives/family-and-sexual-violence/e-tu-whanau-mahere-rautaki.pdf.

E Tū Whānau has contracted with a total of 61 Māori service providers over the last five years who have provided the following services:

- E Tū Whānau funding To deliver community-based services, supports and activity that prevent and address violence within whānau, build protective factors, and respond to identified local issues through activation of the E Tū Whānau kaupapa and values.
- Former refugees and migrants To deliver services, supports and activity that develop community and provider capability, build protective factors, and provide targeted advice and support for vulnerable families and individuals through activation of the E Tū Whānau kaupapa and values.

You can find more information about E Tū Whānau on their website: <u>https://etuwhanau.org.nz/</u>.

The guidelines or eligibility criteria E Tū Whānau uses when contracting social service provision to Māori organisations are as follows.

- Support and fund hapori/community-led initiatives that increase whānau and hapori wellbeing by:
 - Strengthening leadership
 - Connecting whānau with their cultures, values, identities, and communities
 - Shifting social norms
 - Growing whanau and hapori capability.

Please find attached a list of E Tū Whānau's 61 Māori service providers, by the name of provider, type of service and allocated funding.

• Appendix 1: List of Māori Service providers currently contracted with the Ministry.

Ministry support of Government's Procurement Policy

The Ministry is one of several agencies that work with the Ministry of Business, Innovation and Employment (MBIE) on the Te Kupenga Hao Pāuaua –

Progressive Procurement Policy. This was established by Cabinet in 2020 as a progressive all-of-government procurement policy with a focus on increasing the diversity of government suppliers. This policy required all government agencies that are subject to the Government Procurement Rules to report against a target of at least 8% of the total number of their annual procurement contracts are awarded to Māori owned businesses.

The Ministry recently made its last report to MBIE against Te Kupenga Hao Pāuaua target following a government announcement in August 2024 that this target report be removed. You can find this Ministry's reporting on this policy, along with that of other agencies, on MBIE's Government Procurement website here: www.procurement.govt.nz/guides/broader-outcomes/reporting-onbroader-

outcomes/#msdynttrid=SCsyIXnzXncFDvCpyaJWCN7633yTKRQv2jiCD8Odbac

Please find attached as an appendix a summary of the advice we provided to MBIE.

• Appendix 2 List of Māori Service providers and funding.

If you want more information about the Te Kupenga Hao Pāuaua – Progressive Procurement Policy, can you kindly request this information from Te Puni Kōkiri and MBIE, as they are best placed to respond.

3. Partnerships and Treaty Commitments

- Any agreements, Memorandums of Understanding (MOUs), or partnerships MSD has established with iwi/Māori in relation to service delivery.
- Information on any Treaty settlement commitments that involve MSD devolving services to Māori.

There are no Treaty settlement commitments that the Ministry is a party to that involve us devolving services to Māori.

However, the Ministry is a party to 25 partnership agreements with iwi and Māori groups, or that we contribute to, in association with other government agencies.

As explained to you in our email of 14 March 2025, we needed to extend the time required to respond to your request, to allow sufficient time to consult with each iwi and Māori group partner. The Ministry's iwi and Māori group partners were comfortable to release their agreements, and in most cases, these have subsequently been made publicly available.

Please find as a table to this response a list of the 18 partnership agreements with iwi and Māori groups, for which we can provide links to where these details are publicly available. The table includes links where available to those agreements that are publicly available.

While a further seven agreements are still in the process of being made available, I attach copies of these agreements with this response.

- Koiora Accord, Waikato-Tainui Iwi.
- Relationship Agreement Social and Economic Revitalisation Strategy Framework, Ngā Iwi and Hapū o Te Rohe o Wairoa.
- Tākai Here Relationship Agreement.

- Relationship Agreement Ngāti Rangi Iwi.
- Relationship Agreement, Skills and Employment Leadership Group, NICF.
- Crown Statement of Engagement, Pou Tangata, National Iwi Chairs Forum.
- Memorandum of Understanding, Ministry of Social Development Māori Reference Group.
- 4. **Any new policies and practice** adopted in light of the Treaty policies and coalition agreements of the current government.

The Ministry does not hold any information in scope of this part of your request. As we are not required under the Act to create new information to answer a request, this part of your request is refused.

I will be publishing this decision letter, with your personal details deleted, on the Ministry's website in due course.

If you wish to discuss this response with us, please feel free to contact <u>OIA Requests@msd.govt.nz.</u>

If you are not satisfied with my decision on your request, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at <u>www.ombudsman.parliament.nz</u> or 0800 802 602.

Ngā mihi nui

Smanig pp.

Anna Graham General Manager Ministerial and Executive Services



Table One: List of the 18 partnership agreements the Ministry has with iwi and Māori groups (or that the Ministry is contributes to, in association with other government agencies) that are publicly available.

| Type of agreement and date concluded | Name of agreement and web link | |
|---|--|--|
| Ministry-led Accords 4 June 2013 | He Tapuae (Tūhoe Service Management Plan) Te Uru Taumatua Ngāi Tūhoe www.govt.nz/assets/Documents/OTS/Ngai-Tuhoe/Ngai-Tuhoe-he-tapuae-service-management-plan-july- 2021.pdf | |
| Ministry-led Accords | Te Hiku ō Te Ika Iwi - Crown Social Development and Wellbeing Accord | |
| 5 February 2013 | Te Hiku ō Te Ika Iwi Development Trust Ngāti Kurī, Te Aupōuri, Te Rarawa, Ngāi Takoto <u>https://irp.cdn-</u> website.com/f44d7a17/files/uploaded/FINAL%20SIGNED%20Social%20Accord%20by%20Agencies%20an d%20Iwi%20May%202014.pdf | |
| TPK-led Accords | Paepae Rangatira (Te Mata o te Here) Te Kaahui o Rauru Trust, Ngaa Rauru Kiitahi | |

The Aurora Centre, 56 The Terrace, PO Box 1556, Wellington

- Telephone 04-916 3300 - Facsimile 04-918 0099

| (that MSD contributes to) 17 July 2005 | Ngā Ruaru Kītahi www.govt.nz/assets/Documents/OTS/Ngaa-Rauru-Kiitahi/Ngaa-Rauru-Kiitahi-Paepae-Rangatira-Accord-17- Jul-2005.pdf | |
|---|---|--|
| TPK-led Accords (that MSD contributes to) 2010 | Te Arawa River Iwi-Crown Accord Te Arawa River Iwi Trust, Ngati Tahu-Ngati Whaoa, Ngati Kearoa-Ngati Tuara, and Tuhourangi-Ngati Wahiao <u>https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/find-a-treaty-settlement/co-management-of-waikato-and-waipa-rivers#Raukawa Waikato DOS</u> | |
| TPK-led Accords (that MSD contributes to) 2017 | Te Kawenata ō Rongo Deed of Reconciliation Accord, Te Huanga o Rongo Relationship Agreement Parihaka Papakāinga Trust Parihaka. <u>https://www.mch.govt.nz/sites/default/files/2025-04/Te-Kawenata-o-Rongo.pdf</u> | |
| TPK-led Accords (that MSD contributes to) 2013 | Tumuaki Crown Accord Ngāti Hauā Iwi Trust Ngāti Hauā. The following link takes you to Te Tari Whakatau-the Office of Treaty Settlements and Takutai Moana website (please access the drop-down menu on the page to locate this Treaty Settlement). <u>https://whakatau.govt.nz/assets/Treaty-Settlements/FIND_Treaty_Settlements/Ngati- Haua_ua/DOS_documents/Ngati-Haua-Deed-of-Settlement-18-July-2013.pdf</u> | |

| TPK-led Accords (that MSD contributes to) 22 August 2008 | Kiingitanga Accord Te Whakakitenga Trust Waikato-Tainui Iwi. <u>www.govt.nz/assets/Documents/OTS/Waikato-Tainui/Waikato-Tainui-Kiingitanga-Accord.pdf</u> |
|--|--|
| TPK-led Accords (that MSD contributes to) 2011 | Whole of Government Accord Port Nicholson Block Settlement Trust Taranaki Whānui ki te Upoko o te Ika a Māui <u>https://whakatau.govt.nz/assets/Treaty-Settlements/FIND Treaty Settlements/Taranaki-Whanui-ki-Te-Upoko-o-Te-Ika/DOS documents/Taranaki-Whanui-Whole-of-Government-Accord 2011.pdf</u> |
| TPK-led Accords (that MSD contributes to) 2010 | Raukawa River Accord Raukawa Settlement Trust Raukawa Iwi. <u>https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/find-a-treaty-settlement/co-management-of-waikato-and-waipa-rivers#Raukawa Waikato DOS</u> |
| TPK-led Accords (that MSD contributes to) | Taupō Waters and Waikato River Accord Tūwharetoa Māori Trust Board Tūwharetoa Iwi |

| 2010 | https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/find-a-treaty-settlement/co- management-of-waikato-and-waipa-rivers#Raukawa Waikato DOS | |
|---|---|--|
| TPK-led Accords (that MSD contributes to) 2014 | Te Rūnanga o Ngāti Porou Accord Te Runanganui o Ngāti Porou Trustee Limited. Ngāti Porou. <u>https://whakatau.govt.nz/assets/Treaty-Settlements/FIND Treaty Settlements/Ngati-Porou/DOS SUPPORT/Ngati-Porou-Relationship-Accord-23-April-2014.pdf</u> | |
| Deed of Settlement commitment (no specific relationship agreement) 2015 | Heretaunga Tamatea and the Crown, Deed of Settlement of Historical Claims Heretaunga Tamatea Settlement Trust Heretaunga Tamatea. <u>https://whakatau.govt.nz/assets/Treaty-</u> <u>Settlements/FIND Treaty Settlements/Heretaunga/DOS documents/Heretaunga-Tamatea-Deed-of-</u> <u>Settlement.pdf</u> | |
| Relationship Agreement (within the Deed of Settlement) 29 October 2021 | Kawenata Hou, Deed of Settlement Ngāti Kahungunu ki Wairarapa Tāmaki-nui-a-Rua Settlement Trust. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua. <u>www.govt.nz/assets/Documents/OTS/Ngati-Kahungunu-ki-Wairarapa-Tamaki-Nui-a-Rua/Ngati-Kahungunu-ki-Wairarapa-Tamaki-nui-a-Rua-Deed-of-Settlement-Historical-Claims-Part-3.pdf</u> <u>Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Deed of Settlement Part 3</u> Specifically pages 177-181. | |
| 27 May 2023 | Whakatōhea Iwi | |

| | https://whakatau.govt.nz/assets/Treaty- Settlements/FIND Treaty Settlements/Whakatohea/DOS documents/Whakatohea-Documents-Schedule- 27-May-2023.pdf (pages 124-134) |
|---|---|
| 11 November 2021 | Maniapoto Iwi <u>https://whakatau.govt.nz/assets/Treaty-</u> <u>Settlements/FIND Treaty Settlements/Maniapoto/DOS documents/Maniapoto-Deed-of-Settlement-</u> <u>Documents-11-Nov-2021.pdf</u> (pages 156-164) |
| 29 July 2023 | Te Korowai Wainuiārua – anticipated to be signed soon, to coincide with the signing of the Deed of Settlement. <u>https://www.govt.nz/assets/Documents/OTS/Central-Whanganui/Te-Korowai-o-Wainuiarua-Deed-of-Settlement-Documents-29-Jul-2023.pdf</u> (pages 91-100) |
| To be signed within the next 12 months | Te Whānau a Apanui –to be formally signed to coincide with the signing of the Deed of Settlement. <u>https://whakatau.govt.nz/assets/Treaty-Settlements/FIND Treaty Settlements/Te-Whanau-a-</u> <u>Apanui/DOS Docs-2024-04-15/Te-Whanau-a-Apanui-Documents-Schedule-Ratification-Version.pdf</u> (pages 130-135) |
| 2018 | Ngāti Rangi-MSD Relationship Agreement. Te Tōtarahoe o Paerangi Trust. Ngāti Rangi. <u>Ngati-Rangi-Documents-Schedule.pdf</u> (The Ministry of Social Development relationship agreement is on pages 123-30). |

National Iwi Chairs Forum – Crown Statement of Engagement

Purpose of this document

The purpose of this document is to record that the Crown and the National Iwi Chairs Forum (the **Forum**) wish to partner with each other to improve the lives of tangata whenua and all New Zealanders and our environment and provide the opportunity for Government and iwi to engage where national level policy and practices align.

Crown statement

The Crown recognises iwi and hapū as Tiriti partners. Strengthening the Māori Crown relationship means the Crown must engage broadly and inclusively with iwi, hapū, whānau and representative Māori organisations.

The Crown acknowledges the combined experience, wisdom and leadership of the Forum and that it is a forum that enables the Crown to engage collectively with Iwi. Where the priorities of the Government and the Forum align, the Crown and the Forum will work constructively together - particularly on national level policy issues - to improve policy, processes and outcomes for tāngata whenua, and all New Zealanders.

National Iwi Chairs statement

The Forum is a forum for iwi to collectively share information, work collaboratively on key priorities and advocate for those priority issues while acknowledging the rangatiratanga of individual iwi. The overall objective of the Forum is to increase the opportunity for iwi to participate in all decision-making matters affecting Te Ao Māori.

The Forum is committed to exploring partnerships that contribute to the vision and mission of the Forum and so is keen to work constructively with government where priorities align on national level policy and practices.

Strengthening the Tiriti partnership through an engagement framework, will bring clarity to the relationship and enable government and Iwi to work together to improve outcomes for whanau as part of their hapū.

How the parties will engage

The Forum seek a sustainable Tiriti relationship for individual iwi and collectively. The Forum expects that this relationship will be enduring regardless of who the government of the day is.

The Crown seeks to build positive and meaningful relationships with all iwi and hapū. A key part of achieving this means that the Crown will engage with the Forum as a collective of Tiriti partners. This does not replace or usurp the Crown's responsibilities to individual iwi and hapū.

Engagement between the parties will occur at a Rangatira to Rangatira level, which means people will engage with those that have similar status. (The Forum to the PM, Iwi Chairs to Ministers, Lead Iwi Advisor/Iwi Advisors to CE's/Officials, Kaimahi to Kaimahi)

All engagement and discussions are to be conducted in good faith, with respect, openness and integrity.

Koiora

Accord

WAIKATO-TAINUI and

TE MANATUU WHAKAHIATO ORA Ministry of Social Development

MANATUU HAUORA Ministry of Health

HIIKINA WHAKATUTUKI Ministry of Business, Innovation and Employment

22 JULY 2022



MINISTRY OF SOCIAL DEVELOPMENT





Koiora Accord

Amohia ake te ora o te iwi, ka puta ki te wheiao The health and wellbeing of our people is paramount

Naa Kiingi Tuheitia Pootatau Te Wherowhero VII

NGAA ROOPUU / THE PARTIES

- 1.1 This Koiora Accord represents a Kawenata between Waikato-Tainui and the Crown.
- 1.2 The parties to this Kawenata are:
 - (a) Te Whakakitenga o Waikato Inc, as the trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust representing 68 marae and 33 hapuu (herein referred to Waikato-Tainui) and
 - (b) Her Majesty the Queen in right of New Zealand acting by and through:
 - (i) The Minister of Social Development and Employment;
 - (ii) The Minister of Health;
 - (iii) The Ministry of Social Development Lead Crown Party;
 - (iv) The Ministry of Health; and
 - (v) The Ministry of Business, Innovation and Employment
- 1.3 The Ministry for Social Development, as the Lead Crown party, and Waikato-Tainui may recommend the joining or removal of a government department¹ to achieve the outcomes of this Kawenata/agreement.



¹ As defined in the Public Service Act 2020

Koiora Accord | July 2022

2. HOROPAKI / CCNTEXT

- 2.1 In 2008, the Deed of Settlement in relation to the Waikato River (the Waikato River Settlement) was signed. As a result of the Waikato River Settlement, Waikato-Tainui and the Crown have committed to a new era of co-management over the Waikato River with an overarching purpose to restore and protect the health and wellbeing of the Waikato River for future generations.
- 2.2 The principle of co-management includes:
 - i. The highest level of good faith engagement; and
 - ii. Consensus decision-making as a general rule;

while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui and other Waikato River iwi.

- 2.3 This included a number of commitments and new arrangements based on the principles of te mana o te awa and mana whakahaere. Arrangements made under the co-management instruments of the Waikato River settlement envisaged portfolio-specific Accords including the development of a Social Accord – hence the development of this Koiora Accord.
- 2.4 For Waikato-Tainui, the health and wellbeing of the whenua and the awa are inextricably linked to the health and wellbeing of the people.

3. KOIORA

Tooku awa kolora me oona pikonga he kura tangihia o te maataamuri The river of life, each curve more beautiful than the last

Naa Kiingi Taawhiao

- 3.1 Koiora is taken from the maimai aroha or lament by the second Maaori King, Kiingi Taawhiao in which he recorded his adoration for the Waikato River, and the significance of the river as a treasure for all generations.
- 3.2 In this context, it is described as referring to the river of life, a source that gives life to all its living embodiments including lands, plants, trees, fish, streams and people. Koiora can also be defined as "life itself" or the spiritual, mental, physical, environmental and social wellbeing of the people.
- 3.3 These visionary words inspire the actions that will be necessary, not only to restore the health and wellbeing of the Waikato River, but also the health and wellbeing of our whaanau, marae, hapuu, iwi and wider community.

4. RAUTAKI KOIORA / KOIORA STRATEGY

- 4.1 Waikato-Tainui have developed the Koiora Strategy which is positioned within the traditional Waikato-Maaori worldview and asserts a place for indigenous knowledge in Koiora – wellbeing of our people.
- 4.2 The strategy is driven by Waikato-Tainui whaanau and their need for positive health and social wellbeing outcomes under the following strategic priorities:

| | Whaanau led excellence |
|--|------------------------------|
| Mana Motuhake | Support and connect |
| whaanau leading the way | Enabling whaanau |
| Leadership | Iwi led excellence |
| reclaiming our status as a Treaty partner; the | High performing sector |
| voice of our people | Superior results |
| | Waikato-Tainui Health system |
| Designing our Future | Investment and Innovation |
| we will do it our way | Partners and Collaboration |

5. TE ARONGA OO TE KAWENATA / PURPOSE OF THIS KAWENATA

- 5.1 This Kawenata builds on the foundation set in the Waikato River Settlement and outlines the path forward for the relationship between Waikato-Tainui and the Crown to achieve health and wellbeing outcomes for the people of Waikato-Tainui.
- 5.2 In entering into this Kawenata, the parties acknowledge and agree individually and collectively to:
 - (a) work together to improve the health and wellbeing of Waikato-Tainui based on mana motuhake and mana whakahaere;
 - (b) acknowledge their commitment and shared interest in supporting the tribal members of Waikato-Tainui to fulfilling their potential;
 - (c) establish and maintain a positive, co-operative and enduring relationship regarding the enchancement of koiora outcomes;



(d) utilising the framework and mechanisms under this Kawenata to achieve a partnership approach in respect of key initiatives and outcomes that focus on whaanau wellbeing including health, employment, housing, and economic security.

6. NGAA UARA / VALUES

- 6.1 The following values, founded on tikanga and reflecting the collective kaupapa of the parties, underpin the relationship between the parties that is set out in this Kawenata:
 - (a) Mana Motuhake: Enabling Maaori self-determination, exercising authority over their own lives, living on Maaori terms according to Maaori philosophies, values and practices including Tikanga Maaori. Recognition and respect for each other's' roles and the contribution each makes to the wellbeing of whaanau, hapuu and Iwi
 - (b) Manaakitanga: Our engagement and relationships are based on uplifting the mana of all persons through mutual trust, honesty, humility, respect and reciprocity. Listening with an open mind, acting fairly, engaging in a transparent manner and being accountable to each other for behaviours, choices and outcomes
 - (c) Whanaungatanga: The importance of collaboration, mutual support and aroha in accordance with the dynamic of whanaungatanga is acknowledged in our internal and external relationships.
 - (d) Kotahitanga: By working together and sharing ideas and resources we enhance and advance the interests of Waikato-Tainui and equitable outcomes for whaanau, hapuu and iwi.

7. NGAA MAATAAPONO / PRINCIPLES

- 7.1 The following principles guide the ongoing development and implementation of the Kawenata:
- 7.2 Mana-whakahaere: the exercise of authority and control by Waikato-Tainui in relations to the health and wellbeing of Waikato-Tainui people are self-determined, and their achievement is supported and enabled by the actions of agencies under this Kawenata.
- 7.3 Partnership: the parties will work together in good faith, and seek consensus decisions making when relevant, to improve the health and wellbeing of Waikato-Tainui people.
- 7.4 Early engagement and input: on the issues in scope of this Kawenata, the parties will seek early and effective engagement and input from Waikato-Tainui in the development, amendment and implementation of strategies, policy, legislation and regulations that impact on the health and well-being of Waikato-Tainui tribal members.

This is a positive obligation to provide for early engagement and effective input from Waikato-Tainui, rather than simply an obligation to consult.

- 7.5 Integration: Arising from the principles of mana whakahaere, and inter-related to the principle of partnership, is the principle of integration. The health and wellbeing of Waikato-Tainui and successful co-management require effective integration between the relevant government agencies who have roles and responsibilities relevant to the health and wellbeing of Waikato-Tainui. This will be led by the Ministry of Social Development.
- 7.6 Whakawhanaketanga: This Kawenata represents an initial first step in the development of an enduring relationship between Waikato-Tainui and relevant Crown Ministries with responsibilities relevant to the health and wellbeing of Waikato-Tainui. As such, the content, application and implementation of this Kawenata will develop and evolve over time by agreement between the parties.



8. NGAA PUTANGA KOIORA / KOIORA CUTCOMES

- 8.1 Each Crown party and Waikato-Tainui are committed to taking such steps required under this Kawenata to enable the joint outcomes outlined in Waikato-Tainui Koiora strategy, namely:
 - (a) Waikato-Tainui people will achieve their full health and wellbeing potential
 - (b) Waikato-Tainui people are leaders in health and wellbeing
 - (c) Waikato-Tainui models of holistic care and innovation lead to sustainable and health and wellbeing outcomes for whaanau
 - (d) There is improved accessibility and quality support for whaanau engage with the health and social wellbeing sector.

9. TE MAHERE MAHI / THE WORK PLAN

- 9.1 Each agency will, in accord with this Kawenata, engage with Waikato-Tainui to develop and agree a shared work plan ("shared work plan") which sets out:
 - (a) the nature, structure and scope of the agreed outcomes between Waikato-Tainui and the agency
 - (b) the workstreams upon which parties will commit; and
 - (c) the terms and timeframes
- 9.2 Each shared work plan will be jointly developed with Waikato-Tainui and included as a schedule at the end of this Kawenata within six months from the signing of this Kawenata.

10. NGAA TIKANGA / MECHANISMS

- 10.1 The Parties commit to engaging with each other through the following mechanisms:
 - (a) hold meetings as required at an operational level between agencies' officials and representatives of Waikato-Tainui to progress the development and implementation of the shared work plans set out in clause 9.

- (b) The Regional Public Services Commissioner for Waikato region will coordinate agencies in the region.
- (C) hold six-monthly meetings with the relevant Deputy Chief Executives and Waikato-Tainui representatives to monitor the progress under the Koiora accord and address obstacles where possible.
 - (i) In preparation for the meeting the parties will agree a shared agenda
 - (ii) The Ministry of Social Development will coordinate the agencies and provide secretariat support for the meeting.
 - (iii) To implement the principle of early input set out in clause 7.4, agencies under this Kawenata commit to sharing their agency's work programme with Waikato-Tainui, to identify shared areas of interest.
- (d) If required by the agenda of the Kiingitanga Accord Forum (the Forum), the Minister for Social Development, or a senior representative of the Ministry of Social Development, may be expected to attend the Forum as co-lead with Waikato-Tainui in respect of this Kawenata.
 - (i) In preparation for the Forum the parties will agree a shared update and agenda items to feed into the agenda for the Forum,
 - (ii) The Ministry of Social Development will coordinate the Koiora update in partnership with Waikato-Tainui and liaise with Te Puni Kookiri who provide the secretariat for the Forum.

11. WHAKAHAERE RAUEMI / RESOURCING

11.1 Resourcing will be discussed and agreed in alignment with the development of each work plan at the DCEs meeting as of clause 10.1(c).

12. WHAKAWHITI MOOHIOHIO / INFORMATION EXCHANGE

- 12.1 The parties recognise the benefit of mutual information exchange. To this end, subject to applicable privacy laws and other legal restrictions:
 - (a) the agencies and Waikato-Tainui will exchange information that is relevant to, and will assist in, the effective design and delivery of initiatives to improve outcomes for Waikato-Tainui tribal members.



- (b) the agencies will make available to Waikato-Tainui all existing information held by, or reasonably accessible to, the agency where that information is requested by Waikato-Tainui for the purposes of assisting them identify key initiatives and social investment that focus on enhancing the wellbeing of Waikato-Tainui tribal members and achieving their potential.
- 12.2 Any exchange of information is subject to clause 15.

13. NGAA TAKE MUNA ME NGAA TAKE PAAHEKOHEKO / CONFIDENTIALITY AND COMMUNICATIONS

- 13.1 In order to engage effectively, unless otherwise agreed or to the extent required to meet a party's legal obligations, the parties agree to treat their engagement with each other as confidential.
- 13.2 The Parties will notify relevant parties and seek their views before releasing any information under this clause.

14. NGAA KAUPAPA HERE / LIMITATIONS

- 14.1 Nothing in this Kawenata displaces existing arrangements between the Parties or any other iwi, hapuu or whaanau group, whether or not they be affiliated with Waikato-Tainui.
- 14.2 The commitments of the agencies under this Kawenata are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities.
- 14.3 The commitments of Waikato-Tainui under this Kawenata are limited to the extent that they are within its capability, resources and/or priorities.

15. NGAA AAHUTANGA MOTUHAKE / SPECIAL CONDITIONS

15.1 The provisions in this Kawenata 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.

16. TE WAITOHU / EXECUTION

DATED this 22nd day of July 2022

SIGNED for and on behalf of Her Majesty the Queen in right of New Zealand by the Minister for Social Development and Employment and the Minister of Health

Hon Carmel Sepuloni Minister of Social Development and Employment

Hop Peeni Henare

Associate Minister of Health (Māori Health)

Name:

Occupation:

In the presence of:

Address:

WAIKATO-TAINUI

SIGNED for and behalf of TE WHAKAKITENGA O WAIKATO INC

Tukoroirangi Morgan, Chair

Donna Flavell, Chief Executive Waikato-Tainui

munorolt In the presence of: Name: Occupation: Address:



Koiora Accord | July 2022

SIGNED for and on behalf of Her Majesty the Queen by the Chief Executive of the Ministry of Social Development, the Director-General of Health and Chief Executive of the Ministry of Health and the Chief Executive of the Ministry of Business, Innovation and Employment

Debbie Power Chief Executive of the Ministry of Social Development

Dr Ashley Bloomfield Director General of Health and Chief Executive of the Ministry of Health

Carolyn Tremain Chief Executive of the Ministry of Business, Innovation and Employment

In the presence of: Marae Tukene. Chief Operating Officer Waikat - Tainei

Name:

Occupation:

Address:



MAORI REFERENCE GROUP TERMS OF REFERENCE

Foundation Statement

The Maori Reference Group (MRG) recognises:

- The wellbeing of a nation is dependent on the wellbeing of women and children
- Women and children are the primary victims of violence
- The right of whanau, hapu and iwi groups and individuals to develop to their full potential in a supportive, healthy environment
- Kaupapa Maori
- MRG's status to seek involvement in the decision-making, design, implementation, review, monitoring and celebration of outcomes within Maori paradigms that seek to privilege, acknowledge and validate Maori worldviews.

Purpose

- To establish and maintain a strategic alliance with MSD to provide appropriate input into policies and programmes
- To provide a reference point and strategic advice to officials
- To provide a reference point and strategic advice to MSD, on their implementation of policies, services and initiatives that impact on Maori in New Zealand on family violence and Kaupapa Maori if and when required
- To provide a reference point and strategic advice to MSD and other key agencies, on their implementation of policies, services and initiatives that impact on Maori in New Zealand on mutually agreed issues.

Statement Position

- 1. MRG will provide a transformative process that gives movement to iwi, hapu and community aspirations towards Wellbeing?
- 2. MRG have a collective responsibility and obligation to represent as broadly as possible Maori interests
- 3. MRG are committed to support and advocate the many strategies that exist within whanau, hapu, iwi and communities throughout Aotearoa, so that those local initiatives are seen as equal to any national initiative

Functions

- To provide a strategic reference point and advice on the design and implementation of the social strategies and Policies that impact on Maori.
- To ensure cohesive leadership as a reference group of Maori leaders engaging with Government.

- To ensure the Development of strategies to address social issues is culturally relevant and effective through robust processes of inclusive inter-action of Maori
- To inform the monitoring, review and evaluation process and related strategies.
- To contribute to reviewing progress and identifying what works
- To accurately represent the interests of Maori constituent groups
- To share information
- To support and lead change across the community

Membership

- Maori community leaders
- People who can contribute a diverse range of skills, knowledge and experience. This will include people who:
 - Are strategic and innovative thinkers
 - Have specialist knowledge in at least one of the following areas:
 - Kaupapa Maori
 - Family Violence
 - Primary Care and/or Public Health
 - Educational
 - Social Service Infrastructure
 - Research
 - Community Development
 - Legal
 - Have community experience
 - Have knowledge of strategies currently in place across government
 - Can contribute perspective as it relates to family
- Composition of the group will also be determined by MSD ensuring adequate representation

Meetings

 MRG will meet four times a year in Wellington. Further or more regular meetings may be necessitated depending on particular work priorities

Remuneration

- Travel and associated expenses (taxi, car parking) will be paid by the Ministry for members to attend meetings
- A full daily fee per member is \$xxx

Duration of MRG

The term of MRG shall be for the period that MSD and the Government of the day are active in family violence initiatives and projects

Term of Appointment

The members on the Reference Group commit to a 2 year term and to review their commitment after that date

Mutual Benefits to MRG and MSD

- To ensure Maori are served in a comprehensive and appropriate manner
- To build on and add value to existing Maori services
- To provide a pool of Maori expertise that provide institutional memory Puna Matauranga
- To provide a model of true collaborative partnership

PROTOCOL

- 1. Members of MRG (who provide, as individuals, a specific community perspective) are committed to developing a relationship that:
 - allows for discussion and ensures that decisions are made collectively
 - uses good faith and mutual respect
 - is based on trust and mutual honesty
 - acknowledges and respects the different values, perspectives, roles and functions of the participants
 - is based on the equal participation of all members
 - ensures all discussions are confidential
- 2. Members seek within the Maori Reference Group to create an environment that:
 - expects free and frank discussion, the equal participation of all members, and collective responsibility for joint decisions
 - acknowledges that no idea is a silly idea and that members can agree to disagree
 - acknowledges the contribution of all members, and respects each member's status
 - promotes open communication
 - ensures no surprises
 - ensures decisions are made and owned collectively
 - focus on issues
- 3. Members are committed to influencing change within their own communities and with the people and communities that they have connections with.
- 4. Quorum will be attendance of more than fifty percent of the members.

RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT

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RELATIONSHIP AGREEMENT BETWEEN

THE MINISTRY OF SOCIAL DEVELOPMENT

AND

NGĀTI RANGI

'Ahakoa haere te Karauna ki whea, ka haere hoki a Ngāti Rangi - Ahakoa haere a Ngāti Rangi ki whea, ka haere hoki te Karauna'. Nō reira, ko tā Ngāti Rangi e whai ana i te mana whakaoranga kei hō tātau ringaringa hei painga mō Ngāti Rangi me hōna hapū, whānau me te hāpori.

The Ministry of Social Development and Ngăti Rangi enter into this relationship in the spirit of the whakaaro that where we go, we go together. This is premised by Ngāti Rangi's aspiration to pursue wellness for Ngāti Rangi, its hapū, whānau and communities.

1 PURPOSE

- 1.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry of Social Development (the "**Ministry**") and the trustees of Te Tōtarahoe o Paerangi (the "**Governance Entity**"). It establishes a framework to enable the **Parties** to develop and maintain a positive and enduring working relationship by ensuring that:
 - 1.1.1 an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests; and
 - 1.1.2 opportunities for collaboration are explored when they arise, including collaboration to enhance the social and economic well-being of Ngãti Rangi.

2 NGĀTI RANGI STATEMENT OF VALUES

- 2.1 Ngāti Rangi are tangata whenua of the Ruapehu rohe.
- 2.2 In 2014 Ngāti Rangi launched Te Ara ki te Moungaroa, its Strategic Plan to 2035. Ngāti Rangi operates to, holds to, maintains and has the following principles, values, vision and goals:
 - 2.2.1 Ngāti Rangi operates across all their mahi according to the following principles:

Ko te Kāhui Maunga te mātāpuna o te ora - We understand that the Kāhui Maunga is the source of our origin and well-being as Ngāti Rangi.

Me karioi te noho - We understand that we, as Ngāti Rangi, are here forever.

Kia mana ai ngā kōrero tuku iho - We understand that the teachings of our tūpuna are upheld.

Ko te anga whakamua ki apopo - We understand that decisions must be future focussed.

2.2.2 Ngāti Rangi holds to the following values across all their mahi:

Kia MANA ai nga mahi - To act with integrity and honour.

Ki mau ai ki te MANAAKITANGA - To care wholeheartedly.

Kia tika ai to TURANGAWAEWAE - To be accountable.

Kia u ai ki nga TIKANGA - To be duty bound.

Kia rapu ai i te MEA NGARO - To unleash potential.

2.2.3 Ngāti Rangi has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

Kia mura ai te ora o Ngāti Rangi nui tonui ki tua atu i te 1,000 tau - That Ngāti Rangi continues to vibrantly exist in 1,000 years.

2.2.4 Ngāti Rangi's goals as described in its Strategic Plan for 2035 include:

A healthy, connected natural world sustainably cared for and used by Ngāti Rangi.

All Ngāti Rangi whānau achieve their absolute well-being.

Ngāti Rangi ethos and being vigorously burns in all.

Ngāti Rangi determines its own success.

3 RELATIONSHIP PRINCIPLES

- 3.1 This Relationship Agreement between the Ministry and the Governance Entity will operate under the following principles:
 - 3.1.1 kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;
 - 3.1.2 maintain a 'no surprises' approach;
 - 3.1.3 acknowledge that the relationship is evolving, not prescribed;
 - 3.1.4 building opportunities to advance the aspirations of Ngāti Rangi including (but not limited to) those aspirations set out in the Ruapehu Whānau Transformation Plan;
 - 3.1.5 work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
 - 3.1.6 address issues and discuss disagreements openly, directly, and confidently when they arise;
 - 3.1.7 respect the independence of the Parties and their individual mandates, roles and responsibilities; and
 - 3.1.8 recognise and acknowledge that the Parties benefit from working together by sharing their vision, knowledge and expertise.
- 3.2 This Relationship Agreement is intended to further enhance the existing relationships between the Ministry and the Governance Entity.

- 3.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the Ministry's capability, resources and mandated work programme and priorities of the Ministry and the government of the day.
- 3.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and priorities.
- 3.5 In accordance with the principles listed at 3.1, the limitations expressed above at clauses 3.3 and 3.4 do not preclude either party from agreeing to explore other opportunities beyond those limitations on a no prejudice basis.

4 NGĀTI RANGI ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 4.1 Ngāti Rangi considers that strong and resilient whānau results in strong and resilient hapū and marae, in turn creating strong and resilient iwi and communities. Ngāti Rangi's aspiration is to achieve absolute well-being for Ngāti Rangi whānau.
- 4.2 A critical aspiration for Ngāti Rangi in respect of this Relationship Agreement is to develop a partnership with the Ministry and with all parties to Te Kõpae in order to assist with Ngāti Rangi's aspiration of achieving absolute well-being for Ngāti Rangi whānau.

5 THE ROLE OF THE MINISTRY

- 5.1 Ko ta mātou he whakamana tangata kia tū haumaru, kia tū kaha, kia tū motuhake: the mission of the Ministry is to help New Zealanders to help themselves to be safe, strong and independent.
- 5.2 The Ministry is working towards achieving it's mission set out at clause 5.1 through providing:
 - 5.2.1 employment, income support and superannuation services;
 - 5.2.2 funding to community service providers;
 - 5.2.3 policy and advice to government;
 - 5.2.4 student allowances and loans; and
 - 5.2.5 social housing assistance.
- 5.3 People who work for the Ministry:
 - 5.3.1 all own what they all do;
 - 5.3.2 take responsibility for what they do;
 - 5.3.3 understand their role in the big picture and who can help;
 - 5.3.4 navigate through ambiguity and the opportunity it brings to create better ways of doing things;
 - 5.3.5 act with integrity, courage and transparency, and
 - 5.3.6 celebrate achievements and those of the Ministry's clients.

5.4 The Ministry's relationship with Ngāti Rangi is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through Ngāti Rangi's rohe (i.e. geographic area of interest).

6 COMMUNICATION

- 6.1 The Ministry will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
 - 6.1.1 relationship meetings held to advance clause 1.1;
 - 6.1.2 information sharing in accordance with clause 8;
 - 6.1.3 maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - 6.1.4 providing a primary contact at the Ministry for the Governance Entity who will act as a liaison person with other the Ministry staff;
 - 6.1.5 providing reasonable opportunities for the Governance Entity to meet with relevant Ministry staff to discuss and (if possible) resolve any issues that may arise; and
 - 6.1.6 informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it.
- 6.2 The Ministry will seek to engage with the Governance Entity in good faith where a policy or programme, within the Ministry's responsibilities, will directly impact Ngāti Rangi.

7 RELATIONSHIP MEETINGS

- 7.1 The Parties agree that a senior representative of the Governance Entity and the Ministry will participate in quarterly relationship meetings.
- 7.2 The Ministry's representative will be the Regional Commissioner for Social Development. However, if they are unable to attend, they will send an appropriate senior member of their leadership team who is delegated to make decisions upon their behalf.
- 7.3 Before each relationship meeting held in accordance with clause 7.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda. Agenda items could include:
 - 7.3.1 any legislative or policy developments of interest to or affecting Ngāti Rangi;
 - 7.3.2 opportunities for collaboration between the Ministry and Ngāti Rangi;
 - 7.3.3 any matters arising in relation to Te Kopae; and
 - 7.3.4 any other matters of mutual interest.
- 7.3 Each Party will meet the costs and expenses of its representatives attending relationship meetings.

- 7.4 The first relationship meeting will take place within three months of a written request by the Governance Entity,
- 7.5 The Parties may, over certain periods of time, mutually agree not to hold relationship meetings.
- 7.6 Other meetings may be held from time to time between Ministry staff and the Governance Entity as mutually agreed.

8 INFORMATION SHARING

- 8.1 The Ministry and the Governance Entity recognise the mutual benefit of mutual information exchange.
- 8.2 The Ministry and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngāti Rangi area of interest and statistics and other data of relevance to Ngāti Rangi. Any information that is shared is subject to clause 12.
- 8.3 The Ministry is committed to sharing meaningful and relevant details of its on-going Work Plan for the purpose of informing the Governance Entity of the Ministry's current activities and for seeking out further opportunities to partner for shared outcomes.
- 8.4 The Ministry is committed to providing up-to-date information about changes to the Ministry's Work Plan in a transparent and timely manner.
- 8.5 The Ministry is committed to providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Relationship Agreement. Types of information that the Ministry may share with Ngāti Rangi include (but are not limited to) the following:
 - 8.5.1 Financial Assistance Payments providing relevant data, information and emerging trends on working age financial assistance payments including a breakdown to various demographics including assistance type, gender, location and ethnicity.
 - 8.5.2 Employment and labour market intelligence (including any potential opportunities for joint initiatives).
 - 8.5.3 Social Investment data on key outcomes in the rohe of Ngāti Rangi.

9 WORK PLAN

- 9.1 As a result of the relationship meetings held in accordance with clause 7, and as part of other relationship meetings held in accordance with clause 6, the Parties shall develop a work plan.
- 9.2 The Ministry, represented by its Regional Commissioner and support, will meet with Ngāti Rangi quarterly and go over the Ministry's Service Delivery work programme and any new policies or processes that may be of interest to Ngāti Rangi
- 9.3 Ngāti Rangi will meet with Ministry staff, both in their region and at National Office to develop a good data/information platform for Ngāti Rangi and explore the co-design of Social Investment initiatives for shared social outcome priorities.

10 TE KÕPAE

- 10.1 Te Kõpae is a collective framework for relevant Crown agencies and the Governance Entity who will work collaboratively on matters of common interest within the rohe of Ngāti Rangi. It is intended to identify and harness opportunities to promote the economic and social well being of Ngāti Rangi and the wider region and enable Ngāti Rangi to support and contribute to the same.
- 10.2 Te Kōpae will be developed collaboratively by relevant Crown agencies and the Governance Entity subject to the resourcing, work programmes and priorities of the relevant Crown agencies and any other matters. It is envisaged that the development phase of Te Kōpae will include:
 - 10.2.1 the exchange of information and identification of opportunities for co-operation in respect of social and economic initiatives; and
 - 10.2.2 agreeing an approach for the establishment and implementation of Te Kopae.
- 10.4 Te Kõpae may be modified from time to time as agreed between the Governance Entity and participating Crown agencies.
- 10.6 The Ministry is committed to contributing to the development and activities of Te Kõpae.

11 CONTACTS

- 11.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is Neil Martin, Principal Advisor.
- 11.2 The contact person for the Governance Entity for all matters relating to this Relationship Agreement is the Chief Executive.
- 11.3 The contact persons named in clauses 11.1 and 11.2 may change from time to time and the the Ministry and Governance Entity agree to update each other as and when this occurs.

12 SPECIAL CONDITIONS

12.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or cabinet directives, and any applicable law, including the Privacy Act 1993.

13 OFFICIAL INFORMATION

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

14 PROBLEM RESOLUTION

14.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact person at clause 11.1 it shall be escalated to his/her respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the Parties for final resolution.

15 REVIEW

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

16 AMENDMENT

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

SIGNED for and on behalf of the MINISTRY OF SOCIAL DEVELOPMENT By the Deputy Chief Executive Policy in the presence of: Simon MacPherson Signature of Witness Emn Rogers Witness Name Analyst 10/26 Wri gin SIGNED for and on behalf of the trustees of TE TOTARAHOE O PAERANGI by the Chair Shar Haold Koroniria Amner in the presence of Signature of Witness Erma Milhaere Mass Witness Name Occupation 4 Maire Wwy Address

WAIROA REGION: SOCIAL AND ECONOMIC REVITALISATION STRATEGY FRAMEWORK

19 MAY 2021

Table of Contents

Part 1: Definitions, Purpose, principles and operation of the Framework

Part 2: Key roles, responsibilities and activities

Appendices

Appendix 1: Iwi and hapū of Te Rohe o Te Wairoa area of interest map Appendix 2: Contact details

PART 1: DEFINITIONS, PURPOSE, PRINCIPLES AND OPERATION OF THE FRAMEWORK

Definitions

- 1. In this document, unless the context otherwise requires:
 - a) **'Governance Group'** means the group made up of representatives from each of the Parties to this Framework who meet and carry out the duties of the Governance Group as set out in Part 2 of this Framework.
 - b) 'Iwi and hapū of Te Rohe o Te Wairoa' means the group of iwi and hapū which has settled its historical Treaty claims with the Crown in the 'iwi and hapū of Te Rohe o Te Wairoa area of interest' as set out in the Settlement.
 - c) **'Iwi and hapū of Te Rohe o Te Wairoa area of interest'** means the area shown in the map at Appendix 1.
 - d) **'Parties'** means the parties for the time being to this Framework.
 - e) 'Party' means a party to this Framework.
 - f) 'Project Teams' means teams comprised of representatives from the Parties, involved in developing and planning and implementing specific projects from time to time under this Framework.
 - g) **'Lead Party'** means the individual Party selected by agreement of the Parties to carry out the functions of the Lead Party as set out in Part 2 of this Framework.
 - SERS' means the social and economic revitalisation strategy that the Parties will develop together to improve the social and economic circumstances of people in the Wairoa region.
 - i) **'the Trust'** means the Tātau Tātau o Te Wairoa Trust, the post-settlement governance entity of the iwi and hapū of Te Rohe o Te Wairoa.
 - j) **'Wairoa region'** means the area covered by the 'iwi and hapū of Te Rohe o Te Wairoa area of interest' and the wider region.

Purpose

- 2. The Wairoa Region Social and Economic Revitalisation Strategy Framework (the Framework) sets out the way in which the Parties will work together to develop a strategy to improve the social and economic circumstances of people in the Wairoa region.
- 3. The Framework is a relationship instrument agreed between the Parties which sets out how the Parties will work together to develop SERS.

Parties

- 4. The Parties to the Framework at the time of the signing of the Framework are the Trust, and the following Crown agencies:
 - a) The Ministry for Primary Industries:
 - b) The Ministry of Business, Innovation and Employment;

- c) The Ministry of Social Development;
- d) The Ministry of Education; and
- e) Te Puni Kōkiri.

Principles

- 5. The Crown acknowledges the Mana Motuhake of the iwi and hapū of Te Rohe o Te Wairoa and the parties support the iwi and hapū of Te Wairoa mission for Mana Motuhake and their vision of their tikanga, including:
 - a) <u>Te Kawa o Te Wairoa</u>: recognising the customary philosophies and practices of the iwi and hapū of Te Rohe o Te Wairoa; and
 - b) <u>Mana Whenua</u>: recognising the role the iwi and hapū of Te Rohe o Te Wairoa have as stewards of those customary roles through whakapapa and maintenance of te ahi kā roa

Core principles

- 6. The core principles which guide the relationship between the Parties are:
 - a) <u>Mana Motuhake</u>: Respect for the authority, autonomy, relationships and mandates of the Parties and their individual roles, responsibilities and practices;
 - b) <u>Anga Whakamua kia puāwai, kia tutuki ngā wawata</u>: Be forward looking and seek to achieve results that benefit the people of the Wairoa region;
 - c) <u>Kanohi e kitea</u>: The importance of engaging with the iwi and hapū of Te Rohe o Te Wairoa; and
 - d) <u>Kōrero Pono:</u> Open, honest and transparent communication.

Operating principles

- 7. In accordance with the principle of 'Korero Pono', above, the Parties will operate a "no surprises" policy regarding communication processes.
- 8. In respect of this Framework and any activities under it, the Parties will consult with each other when the confidentiality of material is unclear.
- 9. The Parties will inform each other of media approaches in relation to SERS when they happen, or as soon as possible afterwards, and will keep each other informed of developments. All media releases and statements will be by mutual agreement.
- 10. The Parties will use their best endeavours and act in good faith to uphold and fulfil commitments and activities arising from this Framework.
- 11. No commitments contained within, or made under, the Framework require the Parties to act beyond their capability and resources. In this context capability and resources includes the constraints of any policies, priorities or work programmes applying at any time.
- 12. The Parties agree not to intentionally act in a manner which would prevent or hinder the activities agreed under the Framework.

- 13. The Parties acknowledge that when proposing activities under this Framework they will consider how existing initiatives can support those activities.
- 14. The Parties acknowledge that from time to time in the delivery of their services Crown agencies may need to work with individual iwi and hapū groups on matters outside those agreed to under this Framework.
- 15. The Parties will engage in good faith and use reasonable endeavours to agree to SERS.

Status

- 16. The Parties sign the Framework in the context of the Treaty of Waitangi (Treaty) settlement between the Crown and the iwi and hapū o Te Rohe o Te Wairoa signed on 26 November 2016 (the Settlement). The Parties acknowledge they commit to this Framework in a separate process from reaching agreement on redress under the Settlement.
- 17. The Framework comes into effect upon signing of the Framework by representatives of the Parties. The process for signing the Framework is to be agreed by the Parties.
- 18. For clarity, the following apply to the Framework:
 - a) The Framework is not legally binding on the Parties;
 - b) The Framework does not override or limit:
 - i. any legal rights or obligations of the Parties;
 - ii. the functions, duties and powers of the relevant Ministers, Chief Executives, and any Ministry officials, or statutory officers;
 - iii. the ability of the Government to introduce legislation and change Government policy;
 - iv. the ability for the Parties to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; and
 - v. any existing arrangements in place between the Parties.
 - c) The Framework does not have the effect of creating an interest or right relating to land or resources, including the intellectual property of the Parties.

Resolution of matters

- 19. If any Party believes concerns raised in Governance Group meetings or in the annual report to be prepared by the Governance Group are not being adequately dealt with, it will advise the other Parties of its concern. The Parties agree to work directly together in good faith to resolve matters raised.
- 20. If an issue cannot be resolved by discussion the Parties may ask the Lead Party to facilitate a meeting regarding the matter.
- 21. The Parties will not initiate any other action to resolve a matter without first entering into and completing these processes in good faith.

Review of the Framework

22. The Framework will be reviewed every five years from its agreement. The terms of the review will be agreed by the Governance Group and will address efficacy, progress and impact to date, and identify improvements to enhance the effectiveness of SERS.

Joining the Framework

23. The Parties may add a Crown agency to the Framework by proposing the new agency in writing to the Governance Group, which can approve the request at a Governance Group meeting or by agreement in writing.

Withdrawal from or termination of the Framework

- 24. Any Crown agency which wishes to withdraw from the Framework may do so with reasonable written notice to the other Parties. Any agreed activities must be completed or wound up via the process agreed by the relevant Parties involved.
- 25. The Framework may be terminated by agreement of the Parties or by reasonable written notice from the Trust to all Governance Group representatives. The Governance Group will discuss and record the reasons for concluding the Framework.
- 26. Withdrawal from or termination of the Framework will also mean withdrawal from or termination of SERS.
- 27. Reasonable written notice will be a period to be agreed between the Party/Parties seeking to withdraw from or terminate the Framework and the other Parties involved in any current or planned activities. The notice period should take into account the effect of the withdrawal on SERS activities.

Roles, responsibilities and activities

- 28. The Framework involves the Governance Group, Project Teams and a Lead Party. These groups are responsible for oversight of work arising from the Framework.
- 29. A table detailing the roles, responsibilities and activities of the Parties is set out in 'Part 2: Key roles, responsibilities and activities'.

Appointing of representatives

30. Each Party to this Framework will identify and appoint its own representatives in accordance with the work to be undertaken. Representatives may change from time to time. A template for recording contact details is provided at Appendix 2.

SIGNED for and on behalf of TĀTAU TĀTAU O TE WAIROA TRUST by - SIGNED for and on behalf of THE MINISTRY OF EDUCATION by -

Name: Leon San

Title: (nair person

Date: 19 May 2021

Name: Iona Holsted Title: Secreture for Education Date: 19 may 2020

SIGNED for and on behalf of THE MINISTRY FOR PRIMARY INDUSTRIES by –

Name: Ray Smith Title: Director - Cuntral Date: 19 may 2071

SIGNED for and on behalf of THE MINISTRY FOR BUSINESS, INNOVATION AND EMPLOYMENT by –

SIGNED for and on behalf of THE

MINISTRY OF SOCIAL DEVELOPMENT

Name: Debbie Power Title: Chief skewtire Date: 19 May 2021

by -

SIGNED for and on behalf of TE PUNI KOKIRI by -

Name: Oliver valing Title: Deputy chiet executive Date: 19 may 2021

Name: paula fawivi Title: Deputy Secretary Date: 19 May 2021

PART 2: KEY ROLES, RESPONSIBILITIES AND ACTIVITIES

The following table describes the key groups and their roles, responsibilities and activities in relation to SERS.

| | Who is involved | Role and responsibilities | Meetings | Activities | |
|---------------------|---|---|---|--|--|
| Governance Group | Representatives from each Party. (The representative from the Lead Party will chair the Governance Group). | i. Develop SERS. ii. Decision-making relating to SERS and the Framework. iii. Planning, monitoring and evaluation of SERS. iv. Review of SERS and the Framework. v. Investigation of SERS-related issues. | and the Framework; and agree on goals, projects or activities for SERS. | i. Agree goals, projects and activities for SERS. ii. Approve any amendments to the Framework or SERS. iii. Plan and monitor SERS. iv. Review SERS and the Framework. v. Identify opportunities to improve the effectiveness of SERS and the Framework. vi. Investigate and respond to SERS-related issues and queries. | |
| Lead Party | One of the Parties selected by mutual agreement by the Governance Group every two years. | i. Chair of Governance Group. ii. Administrative and secretariat support for Governance Group. iii. Annual reporting. iv. Co-ordination and facilitation. | (See Governance Group, above). | i. Coordinate any amendments to SERS and the Framework. ii. Prepare an annual report on activity and progress on SERS. iii. Provide administrative support to the Governance Group in its planning, monitoring and review functions set out above. iv. Facilitate discussion between Parties to help resolve disputes, if necessary. | |
| Project Teams | Representatives from each relevant Party (ie. those engaged in the projects). | i. Planning and implementation of SERS projects. | Meet as required. (Meeting frequency should be sufficient to allow for progress between meetings and maintain momentum of projects.) | i. Plan, agree and administer projects under the Framework.ii. Report to the Governance Group as necessary on the progress of projects. | |

N.B. Say A s is for Treaty settlement purposes only ind Hapti of Te Rohe o Te Wairos and x 25 Kiometres OTS - 198 - 01 Approximate Scale ke's Bay, Gisborne and Auckland Land Districts al Authority: Weiros, Gisborne The lwi and Hapū of Te Rohe o Te Wairoa Area of Interest ŧl. the Distric Surting Sur and Happy of IS red rit Areas referred to in the Deed of Settlement between The lwi and Hapū of Te Rohe o Te Wairoa and the Crown Ar and on behalf of the Grown -212.11

AREA OF INTEREST MAP

APPENDIX 1: IWI AND HAPŪ OF TE ROHE O TE WAIROA

APPENDIX 2: CONTACT DETAILS

| Group | Main Contact | Contact Information | | |
|---|---|---|--|--|
| The Tātau Tātau o Te Wairoa Trust | Leon Symes, Chairperson | lewis@ttotw.iwi.nz | | |
| The Ministry for Primary Industries | Andrew McConnell, Director Māori Agribusiness, Agriculture and Investment Services | andrew.mcconnell@mpi.govt.nz | | |
| The Ministry of Business, Innovation and Employment | Te Tumu Houkura – General Manager, Te Kupenga – Māori Economic Development Unit | treatysettlements@mbie.govt.nz | | |
| The Ministry of Social | Marama Edwards, DCE Māori Communities and Partnerships | marama.edwards026@msd.govt.nz | | |
| Development | Karen Bartlett, Regional Comissioner for Te Tairāwhiti | karen.bartlett001@msd.govt.nz 029 200 6228 | | |
| The Ministry of Education | Daniel Murfitt, Director of Education for Hawkes Bay Tairāwhiti | daniel.murfitt@education.govt.nz 06 833 8475 | | |
| Te Puni Kōkiri | Mere Pohatu, Regional Director – Ikaroa Rāwhiti | poham@tpk.govt.nz 027 446 9701 | | |



Skills and Employment Iwi Leaders Group and Ministry of Social Development Relationship Agreement

 THIS Relationship Agreement is made on 14 November 2022

 BETWEEN
 THE SKILLS AND EMPLOYMENT IWI LEADERS GROUP (SE ILG)

 AND
 THE MINISTRY OF SOCIAL DEVELOPMENT (MSD)

1. TE KAUPAPA MATUA – PURPOSE

- 1 This agreement (the 'Relationship Agreement') formalises the relationship between the Ministry of Social Development (the 'Ministry', 'MSD') and the Pou Tangata Skills and Employment Iwi Leaders Group, (the 'SE ILG'). It establishes a framework to enable the Parties to develop and maintain a positive and enduring relationship, within Te Tiriti o Waitangi/ The Treaty of Waitangi, by defining:
 - 1.1 Partnership/ Kawanatanga- the goals of the relationship;
 - 1.2 Participation/ Rite Tahi what the parties will do together, and;
 - 1.3 Protection/ Rangatiratanga- how the parties will engage.

2. NGĀ RÕPU – PARTIES TO THE RELATIONSHIP

- 2 The parties to the relationship are:
- 3 The SE ILG. The SE ILG was established by Pou Tangata in July 2021. This group includes Advisors ('the SE ILG Advisors') and a Lead Advisor ('the SE ILG Lead Advisor'). The Pou Tangata Lead Advisor is the Lead for the SE ILG.
- 4 The Skills & Employment Iwi Leaders Group ('SE ILG') is mandated by the National Iwi Chairs Forum ('NICF') to advise, monitor and provide iwi-led solutions to MSD on priority areas related to economic outcomes for Māori success.

1

5 The two key purposes of the SE ILG are:

- 5.1 To give effect to Te Tiriti o Waitangi/ The Treaty of Waitangi; and
- 5.2 To respond to the needs of, and improve outcomes for, whānau, hapū and iwi.
- 6 The SE ILG's role is:

7

- 6.1 With MSD, to set the environment to advise, monitor, and implement new sustainable initiatives;
- 6.2 At a strategic level, assist with the provision of policy guidance to improve social and economic sustainability;
- Ensure improvement of government performance against Te Ora o te Whānau;
- 6.4 To strengthen the capacity and capability of iwi to shift the discourse of Iwi and Māori; and
- 6.5 To increase opportunities for Iwi Māori to engage in initiatives that support their aspirations, ensuring sustainability of projects is ongoing.
- **MSD.** MSD is the Lead Crown Agency for the Skills and Employment Priority under the Pou Tangata-Crown Relationship. The Chief Executive of MSD is the Lead CE ('the SE Lead CE') for the Skills and Employment Priority.
 - 7.1 Manaaki tangata, manaaki whānau: the mission of the Ministry is to help New Zealanders to be safe, strong, and independent.
 - 7.2 The Ministry is seeking to achieve the following outcomes for New Zealanders:
 - (a) New Zealanders get the support they require;
 - (b) New Zealanders are resilient and live in inclusive and supportive communities; and
 - (c) New Zealanders participate positively in society and reach their full potential.
 - 7.3 The Ministry helps New Zealanders by fulfilling a broad range of responsibilities and functions, including:
 - (a) providing employment, income support and superannuation services;
 - (b) providing student allowances and loans;
 - (c) providing public housing assistance and emergency housing;
 - (d) community partnerships, programmes and campaigns;
 - (e) advocacy for seniors, disabled people and youth;
 - (f) resolving claims of abuse and neglect in state care;

2

- (g) being the primary provider of social policy and advice to Government;
- (h) monitoring three Crown entities and providing advice to the responsible Minister;
- ensuring the legislation, we administer is effective and fit-forpurpose; and
- (j) working with other agencies and the wider social sector to support Government priorities and improve the wellbeing of all New Zealanders.
- 7.4 The Ministry acknowledges the importance and benefit of working with the NICF, Pou Tangata and the SE ILG to achieve its mission for Māori and for all New Zealanders.

3. TE HOROPAKI MATUA – CONTEXT

- 8 In 2005, the NICF was convened at Takahanga Marae in Kaikōura. Since that time, the NICF has been meeting regularly to discuss and enable Māori aspirations in the spheres of cultural, social, economic, environmental, and political development.
- 9 The NICF is a platform for sharing knowledge and information between the tangata whenua of Aotearoa, with hui four times a year. All iwi Chairpersons have an open invitation to participate in and contribute to this group. The overall objective of the NICF is to increase the opportunity for iwi to participate in all decision-making matters affecting te ao Māori including:
 - 9.1 Collectively sharing information;
 - 9.2 Working collaboratively on key priorities; and
 - 9.3 Advocating for those priority issues while acknowledging the rangatiratanga of individual iwi.
- 10 The NICF and the Crown have agreed to partner with each other to improve the lives of tangata whenua and all New Zealanders and our environment. This is reflected in the NICF – Crown Statement of Engagement (Appendix One).
- 11 Engagement between the NICF and the Crown is organised into five Pou, one of which is Pou Tangata. The Pou Tangata Co-Chairs and the Pou Lead Ministers are responsible for agreeing to the Pou Tangata joint priorities. At the time of signing this agreement, these are:
 - Skills and Employment;
 - Mātauranga;

Poli Tangata Lead Advisof - rou Tangara orio

- Data;
- Oranga Tamariki;
- Te Ora o Te Whānau; and
- Hauora.
- 12 The SE ILG is the lead ILG for the Skills and Employment Priority, and MSD is the lead Crown agency. The Skills and Employment ILG and MSD have been working together since 26 July 2021.
- 13 This comes from the Skills and Employment Iwi Leaders Group desire to engage with MSD on kaupapa that focuses on the following outcomes:
 - 13.1 Whānau are self-managing and empowered leaders;
 - 13.2 Whānau are leading healthy lifestyles;
 - 13.3 Whānau are confidently participating in te ao Māori;
 - 13.4 Whanau are economically secure and successfully involved in wealth creation;
 - 13.5 Whānau are cohesive, resilient, and nurturing; and
 - 13.6 Whānau are responsible stewards of their living and natural environment.
- 14 The SE ILG engagement expectations are:
 - 14.1 To be guided by tikanga in all engagements;
 - 14.2 To recognise SE ILG as Te Tiriti partner. The SE ILG are explicitly not another stakeholder;
 - 14.3 To work towards an enduring and collaborative relationship;
 - 14.4 To work towards equal explanatory power in decision making;
 - 14.5 To act with respect, integrity with open and honest communication; and
 - 14.6 To recognise the strategic leadership, knowledge, experience, and specialist expertise that SE ILG Co-Chairs and advisors provide.
- 15 While the Crown has agreed to partner with the NICF, this relationship agreement is the mechanism for the partnership between MSD and the Skills and Employment ILG.

5. UARATANGA - RELATIONSHIP PRINCIPLES

- 16 Both Parties will honour the following principles in the conduct of this relationship¹:
 - 16.1 Mana Ōrite: respective views will be heard considered and offered equal explanatory power;
 - 16.2 Whānaungatanga: Strong transparent relationships through respect, integrity, empathy, commitment to the kaupapa and acting honestly and in good faith;
 - 16.3 Kotahitanga: Work in the spirit of co-operation, recognising and enhancing a unity of purpose;
 - 16.4 Rangatiratanga: Leadership that focuses on common purpose whilst also respecting the autonomy and independence of iwi and members of the relevant Pou Tangata Iwi Leaders Groups; and
 - 16.5 Te Tirohangaroa: Be forward thinking, communicate openly and in a timely manner, encourage quality and innovation to achieve positive outcomes and seek to achieve results that benefit Māori and recognise this will require commitment and action.
- 6. NGĀ HUA O TE HONONGA GIVING EFFECT TO THIS RELATIONSHIP AGREEMENT
 - 17 In addition to the relationship principles noted in clause 15, the Parties recognise the following matters, which will guide them in giving effect to the purpose of this Agreement:
 - 17.1 the need for an enduring and collaborative relationship between the Skills and Employment Iwi Leaders Group Advisors and MSD officials;
 - 17.2 the strategic leadership, knowledge, experience, and specialist expertise that the Skills and Employment Iwi Leaders Group Advisors bring in regard to the relationship; and
 - 17.3 the Rangatira-ki-te-Rangatira engagement approach agreed in the NICF-Crown Statement of Engagement.

7. SKILLS AND EMPLOYMENT WORK PROGRAMME

18 The Parties agree to develop a Work Programme ('the Skills and Employment Work Programme') to guide engagement and work towards the goals outlined in this Agreement. This may include work related to the development and implementation of policies, practices, and programmes/initiatives.

² Further information about the SE ILG's engagement expectations has been included as Appendix Two.

- 19 The SE Lead CE and the SE ILG Lead Advisor are jointly responsible for developing and implementing the Skills and Employment Work Programme. The Skills and Employment Work Programme may be modified from time to time as agreed between the Parties.
- 20 The Skills and Employment CE and SE ILG Lead Advisor will jointly monitor the progress of the Skills and Employment Work Programme.
- 21 Other Crown agencies may be involved in the Skills and Employment Work Programme, where agreed to by the SE ILG and those agencies. MSD is responsible for coordinating engagement with other Crown agencies in work under the Skills and Employment Work Programme.

8. NGĀ HUI WHAKATUPU HONONGA - RELATIONSHIP MEETINGS

- 22 Reflecting the relationship principles noted in clause 15, and the matters noted in clause 16, the Parties commit to engaging with each other regularly and consistently. This includes, but is not limited to, the following mechanisms:
 - 22.1 **Pou Tangata Co-Chairs and Lead Minister Quarterly Meeting.** The Parties agree that the Chief Executive of MSD and the SE ILG Lead Advisor will, if requested, provide an update on the Skills and Employment Priority and the progress of the Work Programme at each quarter's Pou Tangata Co-Chairs and Lead Minister Quarterly Meeting.
 - 22.2 **Pou Tangata Lead Advisors and Lead CE's Quarterly Meeting.** The Parties agree that Chief Executive of MSD and the SE ILG Lead Advisor will, if requested, provide an update on the Skills and Employment Priority and the progress of the Work Programme at each quarter's Pou Tangata Lead Advisors and Lead CE's meeting.
 - 22.3 **MSD Officials and SE ILG Advisors relationship meetings.** The SE ILG Advisors and MSD Officials agree to participate in regular meetings to progress the work within the Skills and Employment Work Programme. The frequency of these meetings will be agreed to by MSD Officials and the SE ILG.
- 23 As per clause 20, MSD is responsible for coordinating engagement with other Crown agencies in work under the Skills and Employment Work Programme.

9. WHAKAWHITI MÕHIOHIO - INFORMATION EXCHANGE

- 24 The parties recognise the benefit of mutual information exchange. To this end, subject to applicable privacy laws and other legal restrictions, MSD and the SE ILG will exchange information that is relevant to, and will assist in, the development and delivery of the Skills and Employment Work Programme.
- 25 Any information that is shared is subject to clause 35 and 37-39.

9. PŪRONGO - REPORTING

- 26 MSD will work with the Skills and Employment Lead Advisor to provide reports on the Skills and Employment Priority to the NICF and Crown, as requested.
- 27 MSD Officials together with the SE ILG will provide the SE ILG Lead Advisor and SE Lead CE with updates on the Skills and Employment Priority, as requested.

10. WHAKAHAERE - RESOURCING

- 28 MSD acknowledges that this Agreement provides access to significant expertise of the SE ILG members. MSD also acknowledges that this agreement will create considerable demands on the SE ILG members time and resources.
 - 29 MSD agrees to review and discuss the Skills and Employment work programme and funding with the SE ILG on an annual basis.

11. NGĀ TŪTAKITAKI - CONTACTS

- 30 The contact person for MSD in all matters relating to this relationship agreement is the Deputy Chief Executive, Māori, Communities and Partnerships.
- 31 The contact person for the SE ILG for all matters relating to this Relationship Agreement is the SE ILG Lead Advisor.
- 32 The contact persons named in clauses 28-29 may change from time to time and MSD and the SE ILG agree to update each other as and when this occurs.

12. NGĀ WHAKARITENGA O TĒNEI WHAKAAETANGA - LIMITATIONS

- 33 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 Governance Entity.
- 34 In accordance with the principles described in clause 5, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 35 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.

14. MANA PĀRONGO - OFFICIAL INFORMATION

- 36 The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").
- 37 The Ministry may be required in accordance with the OIA to disclose information that it holds relating to this Agreement (e.g. relationship meeting minutes).
- 38 The Ministry will notify the SE ILG and seek its views before releasing any information relating to this Agreement. To avoid doubt, any comments the SE ILG 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.

15. NGĀ ĀHUTANGA MOTUHAKE - SPECIAL CONDITIONS

39 The provisions in this 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.

16. HOHOU TE RONGO - DISPUTE RESOLUTION

- 40 The Parties agree that in managing this Agreement they will, in the first instance resolve any issues and/or concerns through a tikanga based kanohi-ki-te-kanohi discussion. The Parties commit to a resolution process that:
 - 40.1 enhances and promotes the mana and integrity of each party;
 - 40.2 is open and transparent;
 - 40.3 promotes whanaungatanga, manaakitanga and kotahitanga; and

40.4 applies kõrero rangatira (open principled trustworthy dialogue by rangatira with authority).

17. AROTAKENGA - REVIEW OF THE AGREEMENT

- 41 The Parties agree to review this Agreement every three years or as otherwise agreed with any variations to the Agreement being in writing and signed on behalf of each Party.
- 42 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.

18. KAIHAINA - SIGNATORIES

Signed for and on behalf of the SE ILG

Signature

Name: Lorraine Toki

In the presence of:

Position: Lead Advisor, Skills and Position: Chief Executive, MSD Employment ILG

Signed for and on behalf of MSD

Signature Name: Debbie Power Position: Chief Executive, MSD

Date:

Date:

In the presence of:

Signature Name: MIAXINE GIGATA Position: POU MINGATA TECTINICAN

Jugal

Signature Name: Marama Edwards Position: Deputy Chief Exe

Position: Deputy Chief Executive Māori, Communities and Programmes, MSD

Appendix One: National Iwi Chairs Forum – Crown Statement of Engagement.

National Iwi Chairs Forum – Crown Statement of Engagement

Purpose of this document

The purpose of this document is to record that the Crown and the National Iwi Chairs Forum (the Forum) wish to partner with each other to improve the lives of tangata whenua and all New Zealanders and our environment and provide the opportunity for Government and iwi to engage where national level policy and practices align.

Crown statement

The Crown recognises iwi and hapū as Tiriti partners. Strengthening the Māori Crown relationship means the Crown must engage broadly and inclusively with iwi, hapū, whānau and representative Māori organisations.

The Crown acknowledges the combined experience, wisdom and leadership of the Forum and that it is a forum that enables the Crown to engage collectively with Iwi. Where the priorities of the Government and the Forum align, the Crown and the Forum will work constructively together - particularly on national level policy issues - to improve policy, processes and outcomes for tangata whenua, and all New Zealanders.

National Iwi Chairs statement

The Forum is a forum for iwi to collectively share information, work collaboratively on key priorities and advocate for those priority issues while acknowledging the rangatiratanga of individual iwi. The overall objective of the Forum is to increase the opportunity for iwi to participate in all decisionmaking matters affecting Te Ao Māori.

The Forum is committed to exploring partnerships that contribute to the vision and mission of the Forum and so is keen to work constructively with government where priorities align on national level policy and practices.

Strengthening the Tiriti partnership through an engagement framework, will bring clarity to the relationship and enable government and lwi to work together to improve outcomes for whanau as part of their hapū.

How the parties will engage -

The Forum seek a sustainable Tiriti relationship for individual iwi and collectively. The Forum expects that this relationship will be enduring regardless of who the government of the day is.

The Crown seeks to build positive and meaningful relationships with all iwi and hapū. A key part of achieving this means that the Crown will engage with the Forum as a collective of Tiriti partners. This does not replace or usurp the Crown's responsibilities to individual iwi and hapū.

Engagement between the parties will occur at a Rangatira to Rangatira level, which means people will engage with those that have similar status. (The Forum to the PM, Iwi Chairs to Ministers, Lead Iwi Advisor/Iwi Advisors to CE's/Officials, Kaimahi to Kaimahi)

10

All engagement and discussions are to be conducted in good faith, with respect, openness and integrity.

² Note that the National Iwi Chairs Forum – Crown Statement of Engagement is currently under review and therefore is subject to change.

Appendix Two: Pou Tangata Structure

Pou Tangata Roles and Responsibilities

National Iwi Chairs Forum Convening Minister-Hon Kelvin Davis

- Implementing and monitoring the Statement of Engagement
- Coordinating overall briefing, attendance and response at NICF Quarterly Hui
- Provide guidance and support to Pou Lead Ministers
- Responsible for Rangatira ki te Rangatira engagement
- Mediate relationship issues that might arise in Pou discussions

Pou Chairs — Lead Ministers

<u> Pou Tangata Co-Chairs — Pou Tangata Ministerial Lead</u> Dame Naida Rangimārie Glavish & Rahui Papa – Hon Carmel Sepuloni

- Confirm aligned priorities
- Coordinate other Ministers within the Pou
- Maintain high-level oversight of priorities and associated work programme
 - Maintain engagement between Quarterly Hui
 - Pre-NICF meeting

nod

Joint report back at NICF quarterly hui

Pou Lead Technical Advisors — Pou Lead Chief Executives

- Provide advice to Lead Minister and Pou Chairs
- Responsible for coordinating the Crown's response across the Pou
- Coordinate and provide advice to responsible agencies
- Ensure responsible Chief Executives are connected to NICF Lead Technical Advisors
- Coordinate joint report back for NICF quarterly hui
- Are not responsible for other agencies work programmes (that sits with responsible Chief Executives and Lead Advisors)
- Monthly meetings
- Convene Pou Tangata meetings as appropriate/needed
- Convene quarterly meeting with Lead Technical Advisors and Chief Executives

Pou Tangata Priorities Responsible Ministers, Chief Executives and Lead Advisors

| Skills and Employment Hon Carmel Sepuloni Minister for Social Development & Employment | Mātauranga Hon Chris Hipkins Minister of Education | Data Hon Meka Whaitiri Associate Minister of Statistics | Te Ora o Te Whānau Hon Peeni Henare Minister for Whānau Ora | Future Direction of Oranga Tamariki Hon Kelvin Davis Minister for Children | Hauora Hon Andrew Little Minister of Health |
|--|--|--|--|---|---|
| Debbie Power, CE of | Iona Holsted, CE of | Mark Sowden, CE of | Dave Samuels, CE of Te | Chapple Te Kani, CE of | Dr Diana Sarfarti, Director |
| Ministry of Social | Ministry of Education | Statistics NZ | Puni Kökiri | Oranga Tamariki | General of Health and CE |
| Development | Maxine Graham, Lead | Kirikõwhal Mikaere, Lead | Lorraine Toki, Lead | Robyn Rauna, Lead | Antony Thompson, Lead |
| Lorraine Toki, Lead Advisor | Advisor | Advisor | Advisor | Advisor | Advisor |

- CEs and Lead Advisors to develop individual priority programme
- CEs to confirm work programmes with their responsible Ministers
- CEs to provide advice to their respective Ministers
- CEs to resource individual work programmes
- CEs and Lead Advisors responsible for implementing individual work programmes
- CEs and Lead Advisors to provide Pou Tangata Secretariat a quarterly report update on responsible priority area for Te Arawhiti NICF joint briefing pack
- CEs and Lead Advisors to provide Pou Tangata Secretariat a quarterly report update for Pou Tangata Ministerial Lead and Chairs joint report back to NICF at quarterly hui

3 Note that this is the Pou Tangata structure at the time of signing the MSD/ SE ILG relationship agreement and therefore is subject to change.

12

Tākai Here Relationship Agreement for the Wellbeing of Whānau

between

Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and

Te Rūnanga o Toa Rangatira

and

Te Manatū Whakahiato Ora Ministry Of Social Development

September 2023







between

Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui

and

Te Rūnanga o Toa Rangatira

and

Te Manatū Whakahiato Ora

Ministry Of Social Development

1. TE PŪTAKE PURPOSE

- 1.1 The Tākai Here Relationship Agreement for the Wellbeing of Whānau (the Relationship Agreement) formalises the relationship between Te Manatū Whakahiato Ora Ministry of Social Development (the "Ministry"), and Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira. This Relationship Agreement is focussed on the Wellbeing of Whānau and establishes a framework to enable the Parties to develop and maintain a positive and enduring working relationship by ensuring that:
 - (a) opportunities for collaboration are explored when they arise, including collaboration to enhance the social wellbeing of whānau; and
 - (b) an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests.

2. THE ROLES OF TE RŪNANGANUI O TE ĀTI AWA KI TE UPOKO O TE IKA A MĀUI AND TE RŪNANGA O TOA RANGATIRA

- 2.1 Taranaki Whānui is the Post Settlement Governance Entity (PSGE) that represents the mana whenua interests of its members to the Crown. It holds assets and responsibilities as outlined in its deed of settlement. For the purpose of this Relationship Agreement, Taranaki Whānui note Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui to be a Party to this Relationship Agreement to provide social support services. Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui is a mana whenua organisation established to provide various services, including social services, to individuals and whānau who have whakapapa connections to Te Ātiawa Taranaki Whānui, as well as others.
- 2.2 Te Rūnanga o Toa Rangatira is the mandated iwi authority for Ngāti Toa Rangatira, and the administrative body of iwi estates and assets.



- 2.3 Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira make a number of commitments to enable and support the development and advancement of whānau and are committed to ensuring whānau and hāpori wellbeing can be achieved through their joint 25-year strategy. Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira are committed to:
 - 2.3.1 Embedding mātauranga, te ao Māori, tikanga and increased te reo Māori into all that we do
 - 2.3.2 Enable whānau prosperity and wellbeing through creating pathways to employment and secure careers
 - 2.3.3 Ensure we offer high quality accessible services (health, social services, education, employment and other) for whānau and hāpori
 - 2.3.4 Advocate for the advancement of whānau and hāpori through innovative solutions guided by our shared values
 - 2.3.5 Be good kaitiaki for our taiao, whānau, hāpori.

3. THE ROLE OF THE MINISTRY

- 3.1 Manaaki tangata, manaaki whānau: the mission of the Ministry is to help New Zealanders to be safe, strong and independent.
- 3.2 The Ministry is seeking to achieve the following outcomes for New Zealanders:
 - (a) New Zealanders get the support they require;
 - (b) New Zealanders are resilient and live in inclusive and supportive communities; and
 - (c) New Zealanders participate positively in society and reach their full potential.
- 3.3 The Ministry helps New Zealanders by fulfilling a broad range of responsibilities and functions, including:
 - (a) providing employment, income support and superannuation services;
 - (b) providing student allowances and loans;
 - (c) providing public housing assistance and emergency housing;
 - (d) community partnerships, programmes and campaigns;
 - (e) advocacy for seniors, disabled people and youth;
 - (f) resolving claims of abuse and neglect in state care;
 - (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) ensuring the legislation we administer is effective and fit-for-purpose; and
 - (j) working with other agencies and the wider social sector to support Government priorities and improve the wellbeing of all New Zealanders.



4. SHARED VALUES

- 4.1 The Parties agree to work under a set of values to progress the relationship.
- 4.2 The overarching values underpinning this relationship agreement are:
 - 4.2.1 Whānaungatanga building strong sustainable relationships.
 - 4.2.2 Manaakitanga acting to uphold the mana of all.
 - 4.2.3 Kaitiakitanga caring and protecting tamariki, whānau, iwi and hapū.
 - 4.2.4 Whakapono working together in good faith with honesty and transparency.
 - 4.2.5 Aroha working together with mutual trust and respect.
 - 4.2.6 Kotahitanga working together to achieve agreed outcomes.

5. TE RŪNANGANUI O TE ĀTI AWA KI TE UPOKO O TE IKA A MĀUI AND TE RŪNANGA O TOA RANGATIRA ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 5.1 Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira have six aspirations that support whānau wellbeing and enablement, namely:
 - 5.1.1 Leadership that builds on the strengths of our past, harnesses the opportunities of the present and anticipates future landscapes;
 - 5.1.2 Promoting te ao Māori and mātauranga Māori as it pertains to Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira, in policy development, legislation changes and at decision-maker tables;
 - 5.1.3 Promoting and developing mana whenua focused kaupapa Māori approaches;
 - 5.1.4 Maximising whanau wellbeing to ensure they thrive and prosper;
 - 5.1.5 Developing enduring relationships that enhance and grow the influence of the Rūnanga in regional, national, and global communities'; and
 - 5.1.6 Building robust organisational capability and capacity to deliver high-quality, effective, advice and accessible services.



6. COMMUNICATION

- 6.1 The Parties will maintain effective and efficient communication with each other on a continuing basis through:
 - (a) relationship meetings held to advance clause [8];
 - (b) information sharing in accordance with clause [10];
 - (c) maintaining information on Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira office holders, and their addresses and contact details;
 - (d) providing a primary contact at the Ministry for Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira who will act as a liaison person with other Ministry staff;
 - (e) providing opportunities for Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira to meet with relevant Ministry staff to discuss and resolve any issues that may arise; and
 - (f) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it.
- 6.2 Where information has been requested by external sources that could have a potentially detrimental effect on the other Party or Parties, the parties will:
 - (a) ensure the other Parties are consulted as soon as reasonably practicable following the request.
 - (b) provide the other Parties with sufficient information and time to respond to the request.
 - (c) use best endeavours to meet with other Parties to discussion options to resolve any concerns that may arise.

7. ENGAGEMENT

- 7.1 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 Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira.
- 7.2 Where engaging with Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira under this Relationship Agreement, the Ministry will:
 - (a) ensure that Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira are consulted as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (b) agree with Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira a timeframe for it to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira may have in relation to any of the matters that are subject to the engagement; and



- (d) report back to Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira on any decision that is made that relates to an engagement.
- 7.3 The Parties commit to engaging with each other through the following mechanisms:
 - 7.3.1 attend an annual relationship meeting as set out in clause [8.1];
 - 7.3.2 collaborate and develop a work plan as set out in clause [9];
 - 7.3.3 biannual meeting to go over the Ministry's work programme as set out in clause [9.2];
 - 7.3.4 hold meetings as required at an operational level between Ministry officials and representatives of Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira as set out in clause [8]: and
 - 7.3.5 to hold a 'lessons learnt' workshop on agreed projects of significance that have been jointly undertaken by the Parties.

8. RELATIONSHIP MEETINGS

- 8.1 The Parties agree that senior representatives of Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira and the Ministry will participate in an annual relationship meeting.
- 8.2 All Parties agree that the annual relationship meeting under clause [8.1] should be at a Chief Executive level and that the ongoing governance/operational hui should be led by the Wellington Regional Commissioner and Deputy Chief Executive Māori, Communities and Partnerships.
- 8.3 The Parties commit to engaging with each other through the following mechanism:

8.3.1 hold meetings as required at an operational level between the Regional Commissioner, Te Whanganui-ā-Tara/Pōneke (Wellington) and relevant representatives of the Ministry, and Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira to progress the development and implementation of the shared work plans set out in clause [9].

- 8.4 Before each relationship meeting held in accordance with clause [9.1], representatives of Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira and the Ministry will agree to administrative arrangements for the meeting including the agenda.
- 8.5 Agenda items could include:
 - 8.5.1 any legislative or policy developments of interest to or affecting iwi:
 - 8.5.2 opportunities for collaboration between the Ministry, Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira: and
 - 8.5.3 any other matters of mutual interest.



- 8.6 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 8.7 The first relationship meeting will take place within three months of a written request by Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira.
- 8.8 The Parties may, over certain periods of time, mutually agree not to hold annual relationship meetings.
- 8.9 Other meetings may be held from time to time at an operational level between the Ministry staff, Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira as mutually agreed.

9. WORK PLAN

- 9.1 As a result of the annual relationship meetings held in accordance with clause [8], and as part of other relationship meetings held in accordance with clause [8.8], the Parties shall develop a Work Plan.
- 9.2 Representatives from the Ministry, Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira will meet biannually to go over the Ministry's work programme and any new policies or processes that may be of interest to Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira.
- 9.3 Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira will meet with Ministry staff, both in their region and at National Office to explore how data and information can be shared and analysed effectively, as set out in clause [10] and explore the co-design of initiatives for shared outcome priorities.
- 9.4 Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira may be interested to include, but not limited to, the following projects and topics into the Work Plan;
 - (a) developing shared policies that benefit the community;
 - (b) sharing information which is of mutual benefit;
 - (c) establishing shared practical solutions that create alternative intervention systems;
 - (d) building on the current resource base to maximise opportunities;
 - (e) establishing shared prevention and intervention programmes within the local community;
 - (f) supporting the development of mana whenua led community solutions for delivery;
 - (g) determining how research, monitoring and evaluation can help to evidence the relationship principles; and
 - (h) creating opportunities for increased learning and capacity building, including opportunities for secondment initiated by either Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira or the Ministry and subject to the Parties' recruitment processes.
- 9.5 The Work Plan may be modified from time to time as agreed between the Parties.



Page 7

10. INFORMATION SHARING

- 10.1 Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui, Te Rūnanga o Toa Rangatira and the Ministry recognise the mutual benefit of information exchange.
- 10.2 Subject to applicable privacy laws and other legal restrictions, Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui, Te Rūnanga o Toa Rangatira and the Ministry will use their best endeavors to share information in relation to, but not limited to:
 - (a) information related to services funded by the Ministry within the areas of interest of Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira;
 - (b) aggregated and anonymised data about people who are clients of the Ministry who either identify as a descendant of iwi or who reside in the iwi area of interest;
 - (c) employment and labour market intelligence (including any potential opportunities for joint initiatives); and
 - (d) data on key outcomes in the rohe of Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira areas of interest.
- 10.3 Any information that is shared is subject to clause [13].

11. CONTACTS

11.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is:

11.1.1 Regional Commissioner, Te Whanganui-ā-Tara/Pōneke (Wellington).

- 11.2 The contact persons for Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira for all matters relating to this Relationship Agreement are:
 - (a) Pou Ratonga (Chief Operating Officer), Te Rūnanga o Toa Rangatira; and
 - (b) Kaihautū Matua (Iwi Relations), Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui.
- 11.3 The contact persons named in clauses [11.1] and [11.2] may change from time to time and the Ministry, Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira agree to update each other as and when this occurs.



12. LIMITATIONS

- 12.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and/or Te Rūnanga o Toa Rangatira.
- 12.2 In accordance with the shared values described in clause [4], nothing in this Relationship Agreement precludes the Parties from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 12.3 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.
- 12.4 The commitments of Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

13. SPECIAL CONDITIONS

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

14. OFFICIAL INFORMATION

- 14.1 The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").
- 14.2 The Ministry may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 14.3 The Ministry will notify Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira and seek their views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Te Rūnanganui o Te Āti Awa ki Te Upoko o Te Ika a Māui and Te Rūnanga o Toa Rangatira 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.

15. DISPUTE RESOLUTION

15.1 If a dispute arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses [11.1] and [11.2], it will be escalated to the Chief Executives of the Parties for final resolution.



16. REVIEW AND AMENDMENT

- 16.1 The Parties may agree to review the operation of this Relationship Agreement from time to time (including the addition of another Party to the Relationship Agreement).
- 16.2 The Parties have identified that the commitments in this Relationship Agreement may overlap with commitments made by Taranaki Whānui ki te Ūpoko o Te Ika and the Crown in the Taranaki Whānui Whole of Government Accord signed on 29 March 2011 ("the Accord"). If either Party identifies that the Relationship Agreement and its continued operation should be reviewed to ensure appropriate alignment with the commitments and activities under the Accord, the Parties may do so and will agree a timeframe to progress such a review.
- 16.3 Any review under clause [16] 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.
- 16.4 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [16.3].

DATED this 25th day of September 2023

SIGNED for and on behalf of the

TE MANATŪ WHAKAHIATO ORA MINISTRY OF SOCIAL DEVELOPMENT

Signature Name

Role

Debbie Power CE

in the presence of:

Signature of Witness

Witness Name

Role



SIGNED by for and on behalf of the trustees of

TE RŪNANGANUI O TE ĀTI AWA KI TE UPOKO O TE ĮKA A MĀUI

Signature

Name Role

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in the presence of:

Signature of Witness

Witness Name

Role

SIGNED by for and on behalf of the trustees of

TE RŪNANGANUJ O TE ĀTI AWA KI TE UPOKO O TE IKA A MĀUJ

Signature

Name

Role

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| KTMOTAHU |
| CHAIR |

in the presence of:

Signature of Witness

Witness Name

Role



Page 11

SIGNED by for and on behalf of the trustees of

TE RŪNANGA O TOA RANGATIRA

Signature

Name Role

Pou Ratonga

in the presence of:

Signature of Witness

Witness Name

Role

SIGNED by for and on behalf of the trustees of

TE RÜNANGA O TOA RANGATIRA

Signature

Name

Role

Katene Callu Chair

in the presence of:

Signature of Witness

Witness Name

Role



Page 12

