

MEMORANDUM OF UNDERSTANDING

BETWEEN: **TE WHIU HAPŪ** through its duly authorised agent **TE WHIU HAPŪ INCORPORATED** (“Te Whiu”)

AND **FAR NORTH DISTRICT COUNCIL** (“the Council”)

1.0 PARTIES TO THIS AGREEMENT

- 1.1 Te Whiu Hapū Incorporated, is an Incorporated Society registered on 17 June 2011 (registration number 2549818) and has the authority to represent Te Whiu and is recognised by Te Whiu as having the authority to do so.
- 1.2 The rohe of Te Whiu includes areas within Te Waimate, Rangaunu, Puketōtara, Mōkau, Pūngaere, Te Wīroa, Te Mamaku, Toa Toa, Mānginangina and Puketī.
- 1.3 The Far North District Council is the duly elected Territorial Authority for the Far North District whose boundaries are defined in the Local Government (Northland Region) Reorganisation Order 1989, Gazette 1989 page 2391. Council is represented by members of its elected Council.

2.0 BACKGROUND

- 2.1 This Memorandum of Understanding (or the Agreement) arises out of the desire of both parties to develop a relationship in good faith as a way of working together on collaborative issues.

3.0 PURPOSE

This Agreement will create clear and consistent expectations for how the relationship between the Council and Te Whiu will operate.

The purpose of this Agreement is to record the mutual commitment of the parties:

- 3.1 To work together in good faith to safeguard and promote the mutual interests of the parties and to address any conflict or tension openly and constructively.
- 3.2 In particular, to work together on key objectives of mutual interest in the context of the:
- Resource Management Act 1991; and
 - Local Government Act 2002.
- 3.3 To act in ways that enhances the mana of both parties.

4.0 BENEFITS

It is envisaged that this partnership will afford each partner, and the communities they serve, a number of benefits and outcomes. These will include, but are not limited to:

- 4.1 Advancement of a hapū/Māori worldview within Council.
- 4.2 Enriching the activities of Council by fostering links with Te Whiu.
- 4.3 Improved service delivery to meet the needs of their respective communities.

5.0 GOALS

The parties commit to the following goals for this Agreement:

- 5.1 To base interactions on trust, honesty, integrity, respect and goodwill, upholding the mana of both parties.
- 5.2 acknowledge, protect and enhance the strengths each partner brings, in order to:

- 5.2.1 Work collaboratively to facilitate positive outcomes.
- 5.2.2 To create and foster a high trust environment which allows the parties to work together while pursuing their own interest and priorities.
- 5.2.3 To provide an engagement framework for both parties to work together.

The primary goal is to ensure that Te Whiu and Council are actively engaging with each other on matters that occur within the rohe of Te Whiu.

6.0 GENERAL PRINCIPLES

The Parties recognise that this Agreement upholds the principles of:

- 6.1 Kotahitanga: Working together and building unity of purpose in good faith and co-operation recognising that there will be contributions made by each other when working towards mutually agreed objectives.
- 6.2 Whanaungatanga: Strengthening the connections with each other and maintaining honest and open dialogue which allows for transparency and no surprises.
- 6.3 Manaakitanga: Looking after each other, with mutual respect and reasonableness.
- 6.4 Kaitiakitanga: Taking responsibility for the environment.
- 6.5 Mana Whenua: The traditional or customary authority exercised by Te Whiu over their rohe.
- 6.6 Ahikā: Recognition of those that remain and reside on the whenua as kaitiaki for whānau.
- 6.7 Tino Rangatiratanga: To enable self-determination, Te Whiu has the autonomy to pursue and manage its own affairs.
- 6.8 Mātauranga: The value of knowledge and expertise of each party.
- 6.9 Tikanga: Doing things right.

7.0 REPRESENTATION

- 7.1 All Parties retain the right to choose their own nominated representatives depending on the nature of the discussion, level (governance or operational) or initiative that they are collectively working on. Both Te Whiu and Council recognise that those representatives are authorised to speak for their respective organisations.
- 7.2 In the case of Te Whiu the official representative contact person will be the Chair of Te Whiu Hapū Incorporated. Council's official representative will be the Mayor of the Far North District Council. Day-to-day contact will be through such Council officers and Te Whiu representatives that the parties will identify from time to time.

8.0 PARTICIPATION

- 8.1 Council will develop, maintain and sustain an ongoing positive and effective working relationship with Te Whiu at both the governance and operational levels.
- 8.2 Council and Te Whiu agree to formally meet with each other on at least an annual basis to:
 - 8.2.1 Discuss and agree on key and mutually agreeable objectives that can be progressed through to completion.
 - 8.2.2 Evaluate and review the ongoing processes of engagement and work achieved.
 - 8.2.3 Formally review the Memorandum of Understanding.
- 8.3 Te Whiu will exchange views, ideas and perspectives with Council. This includes providing cultural guidance and advice where considered appropriate.

9.0 CONSULTATION

- 9.1 Both Parties will ensure that consultation will involve:

- 9.1.1 A genuine invitation to give advice and a genuine consideration of that advice.
- 9.1.2 The provision of sufficient information and time for the consulted Party to be adequately informed, to appraise the information and to make useful responses.
- 9.1.3 Recognition that consultation is not simply informing each other of impending actions. The duty is an active one. Council must consult early and in good faith.

10.0 CONFIDENTIALITY

- 10.1 Information shared between the Parties shall be treated with good faith.
- 10.2 Information received from consultation shall be used by the Parties for its intended purpose or with the express consent of the Parties.
- 10.3 Te Whiu will undertake to protect any sensitive or confidential information received from the Council.
- 10.4 Privileged or confidential information (including cultural knowledge) received by Council from Te Whiu will be protected and not passed onto any other party without expressed permission having been granted.

11.0 DISPUTES

- 11.1 Council and Te Whiu agree to meet to attempt to resolve any conflicts that may arise.
- 11.2 In the event of a dispute between the Parties, they will use their best efforts to informally resolve the dispute in good faith and through dialogue, clear communication, negotiation and a commitment to work towards acceptable solutions with honesty and respect.
- 11.3 If disputes cannot be resolved by discussion and negotiation, Parties may jointly agree on appointing a suitably qualified mediator. It is noted and acknowledged that this should be as a last resort.
- 11.4 Parties shall avoid recourse to alternative agencies including the media.
- 11.5 To assist in the ongoing development of a transparent and accountable relationship, Council and Te Whiu will inform each other as soon as practicable in writing of any situation or development which may jeopardise or compromise each partners commitment to this Agreement and their overall relationship with each other.
- 11.6 If any dispute is not resolved through the process defined in clauses 11.1 - 11.6, either party may terminate the Agreement at any time thereafter.

12.0 UNDERSTANDINGS

- 12.1 The term of this Agreement is for a period of three years initially, effective upon signing and may be extended upon written mutual agreement. It shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.
- 12.2 The Parties to this Agreement are separate entities, retaining their own identity, autonomy, and distinctive characteristics. Each is responsible for its own financial affairs, and its own intellectual and physical resources.

13.0 DISCLOSURE

- 13.1 The Parties have the right to disclose the existence of this agreement to the public at large provided that any disclosure made is materially accurate and not misleading.

Executed by:



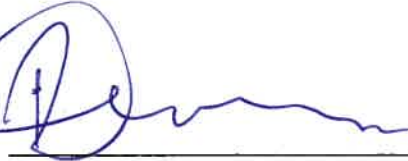
Mayor John Carter
Far North District Council



Te Rau Arena
Chair, Te Whiu Hapū Incorporated



Colin Dale
Chief Executive Officer (Acting)
Far North District Council



Rukuwai Allen
Secretary
Te Whiu Hapū Incorporation

Date: 04.02.2017

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