



TAIAO
HOKONUI RŪNANGA

Charter of Understanding

between

Gore District Council and Hokonui Rūnanga

2021

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Between Gore District Council and Hokonui Rūnanga

1. Parties

- 1.1. Gore District Council (“Council”)
and
- 1.2. Hokonui Rūnanga Society Incorporated (“Hokonui”)

(each a ‘Party’ and together ‘the Parties’)

2. Outcome and Purpose

- 2.1. The intended outcome of this Charter of Understanding (“Charter”) is to facilitate a relationship of mutual benefit between Hokonui and the Council.
- 2.2. The purpose of this Charter is to provide a framework under which the Parties will:
 - a. Work together and collaborate in relation to activities and opportunities and any other matters that might reasonably advance or enhance the shared aspirations of the Parties;
 - b. Respect and acknowledge one another’s roles and responsibilities and mana in their respective takiwā;
 - c. Collaborate to influence third parties (including the Crown and other local government agencies) to advance or otherwise positively contribute towards the Parties shared purposes and / or activities and opportunities;
 - d. Uphold each other’s obligations under the Treaty of Waitangi.

3. Background

- 3.1. The Council is the local government governance entity for the District of Gore.
- 3.2. Hokonui is one of 18 Papatipu Rūnanga of members of Te Rūnanga o Ngāi Tahu and represents those who hold mana whenua within the Hokonui takiwā. Hokonui provide representation in eastern Southland, west and south Otago in collaboration with other papatipu rūnanga.
- 3.3. The territorial boundaries of the Council sit within the takiwā of Hokonui. Hokonui is identified in the Te Rūnanga o Ngāi Tahu Declaration of Membership Order 2001 as the entity with responsibility for resources and protection of tribal interests within the Hokonui region. Descendants of Hokonui tīpuna have resided in the area for many generations and have a rich history underpinned by spiritual and whakapapa connections, occupation, land, resource use and management. The Primary focus of Hokonui is to advocate for its collective interests as rangatira (leaders) and kaitiaki (guardians) of resources in its takiwā.

4. Roles and Responsibilities

Roles and Responsibilities of Council

4.1. The Parties recognise and agree that the Council:

- a) Exists in accordance with legislation and is subject to a range of legal obligations;
- b) Is a 'Treaty Partner' and agent of the Crown for the purposes of The Treaty of Waitangi.

Roles and Responsibilities of Hokonui

4.2. The Parties recognise and agree that Hokonui:

- a) Exists as a legal entity to represent Hokonui Rūnanga members who hold mana whenua within the Hokonui Takiwā;
- b) Is mandated to participate as a 'Treaty Partner' with the Crown and agents of the Crown in respect of matters relevant to the Hokonui takiwā;
- c) Mandates its subsidiaries to further its economic development and other interests.

5. Principles

5.1. The Parties are both driven by a desire and intention to advance the wellbeing of people and to promote the sustainable management of resources within their respective takiwā. The Parties enter this Charter on the basis of the follow general principles:

- a) An acknowledgment of one another's mana in relation to their respective mandates, including the concept of tino rangatiratanga but also of ahi ka and manaakitanga;
- b) A mutual understanding that the basis on which they will work together will recognize and give effect to the principles of the Treaty of Waitangi, and particularly the partnership between iwi and the Crown;
- c) That their relationship will be mutually beneficial and based on good faith, co-operation and the principle of no surprises;
- d) A commitment to work towards solutions with reasonableness and honesty of purpose reflecting a kotahitanga and mana taurite approach;
- e) A commitment to accommodate different cultural values and ways of working, taking into account values associated with kaitiakitanga and whanaugatanga, and an acknowledgment that Hokonui is working to restore a tribal environmental management system.

Principles of the Treaty of Waitangi

5.2. The Treaty of Waitangi contains three articles. There are two versions of the Treaty - the English and the Māori. Neither translation is an accurate translation of the other.

5.3. The international rule of *contra preferendum* requires that any international Treaty that has two versions should be recognised in the language of the Indigenous Peoples. The New Zealand Government has chosen not to apply this rule to the Treaty of Waitangi. Instead, principles are derived from the Treaty text as a basis for interpretation.

5.4. Iwi and the Council now use Treaty principles in their dialogue. However, Hokonui, on behalf of mana whenua maintain the primacy of the Te Reo Māori version of the Treaty of Waitangi and as such Hokonui will continue to state that the Te Reo Māori Treaty terms are valid and important and guide the relationship it has with the Council.

5.5. In accordance with this understanding Hokonui on behalf of tangata whenua maintains that tino rangatiratanga must be given priority and opportunities for its exercise must be facilitated and supported by

the Crown and its agents, including the Council. The Council agrees that where reasonably possible it will support Hokonui in this regard.

- 5.6. The Parties acknowledge that there will from time to time be differences between the Council and Hokonui regarding the interpretation of the Treaty and the obligations that flow from it but that they will seek to work through these differences in good faith.
- 5.7. The Parties recognise and agree that understanding of the principles of the Treaty of Waitangi is a developing area and new principles may emerge as the meaning and intent of the Treaty is further defined and that the Treaty describes a dynamic relationship and is a 'living document' and its interpretation and the associated application of principles will evolve over time.

6. Implementation

Representation

- 6.1. Each of the Parties will mandate a suitable 'Governance Representative' and 'Management Representative' to have primary responsibility for facilitating implementation of principles and objectives articulated in this Charter.
- 6.2. The Governance Representative for Hokonui shall be the Kaiwhakahaere of the Hokonui Rūnanga or their nominee; or such other person as Hokonui nominates from time to time.
- 6.3. The Management Representative of Hokonui shall be a nominated senior staff member of Hokonui or any of its subsidiary entities.
- 6.4. The Governance Representative of Council shall be the Mayor, or Deputy Mayor.
- 6.5. The Management Representative of the Council shall be the CEO, or their nominee.
- 6.6. In all cases Governance and Management Representatives of the Parties are to ensure their respective teams are appropriately briefed on the terms of this Charter and are further briefed on specific engagements and collaboration between the Parties in accordance with this Charter in a manner that will enhance the effectiveness of this Charter and the relationship between the Parties.
- 6.7. The respective Governance and Management Representatives of the Parties (and such of their team members, consultants and / or other kaimahi as is appropriate) will meet, and be in communication, with each other as set out in this Charter and further on an 'as needed' basis.
- 6.8. If the nominated Governance or Management Representatives of either Party changes, the relevant Party will inform the other Party in writing of its new representative and that person's contact details as soon as practicable.

6.9. Iwi Representatives at Council Meetings

Within the framework of Council standing orders, Hokonui representatives will have the right to address any committee meeting or meeting of the full Council. This right is in addition to the right that members of the general public have to make statements at Council meetings. A minimum of two working day's notice is to be given to the Council's Chief Executive, if speaking rights at any Council or Council committee meeting is sought. To further facilitate this, Council will ensure that Hokonui is given adequate notice of all Council committee and full Council meetings, including agenda and details of meeting times and locations and a standing invitation to attend and address such meetings.

6.10. Council Representatives at Hokonui Meetings.

In implementing consultation on a "rangatira to rangatira" basis, Council and Hokonui representatives may meet to discuss matters of mutual importance on the marae or other venue nominated by Hokonui. Hokonui will also extend invitations to Council representatives to attend Hokonui meetings from time to time as appropriate for the advancement matters relevant to this Charter and the relationship between the Parties.

Working Group(s)

A high-level working group will be established comprising appropriately qualified representatives of Hokonui and the Council. The formation and scope of [Working Group name] shall be defined in a 'Terms of Reference' document agreed between the Parties and is intended to represent a forum where a wide range of matters (for example, but not limited to, economic, social, environmental / resource management, infrastructural) can be discussed to enable the Hokonui to inform Council's development of policies, plans and procedures.

6.11. [Working Group name] will discuss Council's overall programme of works on the basis that Hokonui will determine where it will be further involved and how that involvement will occur.

6.12. In furtherance of clause 6.11 above, the matters that Hokonui has determined it will be involved in as at the date of this Charter include:

Long Term Plan

a) A high-level overview of the Long Term Plan on the basis that Hokonui will identify particular aspects for detailed engagement and influence.

Annual Review of the Capital Works Programme

b) The Annual Plan and the Council's forward capital works programme - Hokonui will advise the Council of priority areas of interests and be involved in particular projects relevant to those interests.

Project Specific

c) If Hokonui identifies particular Council activities where it wishes to be more involved including at the initial project conception stage, the Council will facilitate and provide for Hokonui involvement in order to enable:

- A) Early identification of cultural values and interests and appropriate explanation of these interests to Council officers
- B) Cultural considerations to be included in any Council tender or other procurement processes.
- C) To ensure that Council officers and consultants understand how Hokonui wish to be engaged and the correct contacts/protocols for that engagement process.
- D) Hokonui to contribute culturally based criteria to be considered when evaluating different options for projects.
- E) Hokonui to assist by providing feedback on preferred options for projects from a cultural perspective. That feedback being explicitly considered as part of the overall evaluation of options by the Council.

Workshops

- d) The Parties each commit to scheduling and attending topic-specific workshops on matters of shared interest if the need arises, including if one of the Party's reasonably indicates to the other that such need has arisen.

Notice of Intentions

6.13. In order to best facilitate implementation of this Charter (as recorded in this clause 6) Council will ensure that Hokonui is given as much notice as reasonably possible of all proposed Council activities, in order that Hokonui has;

- a) A genuine opportunity to determine what level of involvement it desires in Council activities;
- b) Sufficient information about proposed Council activities and sufficient time to appraise the information and make useful responses.

Conflict Resolution

6.14. There may be situations where the Council's kawanatanga powers and responsibilities conflict with the rangatiratanga interests of Hokonui. In such instances, the Parties should endeavour to reconcile differences through dialogue, mediation and negotiation. Litigation should always be a last resort.

Resources

6.15. Council will provide adequate resources to Hokonui to effectively facilitate Hokonui's involvement in Council business as provided for in this Charter. This may extend to the provision of technical advice, expertise, information and financial support.

Areas where Council will provide Hokonui with resourcing will include those set out below (with specific agreed amounts recorded in Schedule 1 of this Charter:

- a) Preparation and review of district policies and plans;
- b) Administrative servicing, travel and meeting allowances for the meetings of [WORKING GROUP NAME];
- c) Comments on Council documents and policies;
- d) Input into the Long Term Plan and Annual Plan processes;
- e) Payment for consultation when Gore District Council is an applicant for a resource consent (to be further detailed in an appropriate 'Agreement for Services' between the Parties).

Sensitive Information

6.16. It is expected that in giving effect to this Charter each Party will be exposed to and / or learn or discover Confidential Information of the other.

The recipient of the other Party's Confidential Information will:

- a) Keep it as confidential;
- b) Not use it for any purpose other than as required in terms of this Charter;
- c) Only disclose it to employees, officers or professional advisers on a need to know basis; and
- d) Remain bound by and comply with this clause following termination of this Charter.

6.17. The restrictions in this clause do not apply where disclosure is required by law. Where a Party is required to disclose Confidential Information by law, it must inform the other Party in writing before making that disclosure.

6.18. In the interests of clear communication, any public statements about to this Charter, , must be made only with the agreement of both Parties.

Intellectual Property

6.19. Both Parties acknowledge that any and all of the trademarks, trade names, copyright, patents and other intellectual property rights, including Hokonui cultural information, held separately by the Parties remain the exclusive property of the relevant Party.

6.20. There shall be no transfer of any ownership whatsoever of mātauranga mana whenua.

6.21. Neither Party may use the intellectual property of the other (including any logo) without the written permission of that other.

Education and Training

6.22. In pursuing the mutually beneficial relationship envisaged and promoted by this Charter it is acknowledged that each Party continues to learn more about the other and to explore common areas of interest. One of the ways that this can occur is through ongoing systematic training for Councilors and Council staff on matters of Māori interest and Māori tikanga. In the same vein, opportunities will be afforded to members of Hokonui to learn more about the processes operating within local government.

6.23. Hokonui will provide an annual session for Council staff to increase understanding of its interests and values and the appropriate methods and communication channels for engaging with Hokonui and its members.

6.24. Subject to any financial constraints existing within the Council's budget, and the aptitude of prospective candidates, the Council will support the upskilling and development of Hokonui whanau members by offering cadetships or paid work experience.

7. Duration / Term

7.1. This Charter commences on the date it is signed by both Parties and continues until either Party terminates it by written notice with minimum 10 working days to the other Party.

7.2. The Parties agree to review the terms of this Charter (and amend if appropriate) on or around the third anniversary of the execution of this Charter, and on or around every fourth anniversary after that.

8. Execution

Gore District Council by:

Full name (print)

Signature

Full name (print)

Signature

Date

Hokonui Rūnanga by:

Full name of **[title]** (print)

Signature of **[title]**

Full name of **[title]** (print)

Signature of **[title]**

Date