# WAIROA REGION: SOCIAL AND ECONOMIC REVITALISATION STRATEGY FRAMEWORK

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## 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.
  - h) **'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**

- 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 'Kōrero 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.
- 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 somes

Title: Chair person

Date: 19 May 2021

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

Name: RAN smith

Title: Director - General

Date: 19 may 2021

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

Name: ofiver valing

Title: Deputy chief Executive

Date: 19 May 2021

Name: 1011 Hoisted

Title: Secretary for Education

Date: 19 may 2021

**SIGNED** for and on behalf of **THE MINISTRY OF SOCIAL DEVELOPMENT** by –

Name: Delable Power

Title: Chief Executive

Date: 19 May 2021

SIGNED for and on behalf of TE PUNI KŌKIRI by –

Name: Paula Rawiri

Title: peputy (ecretam

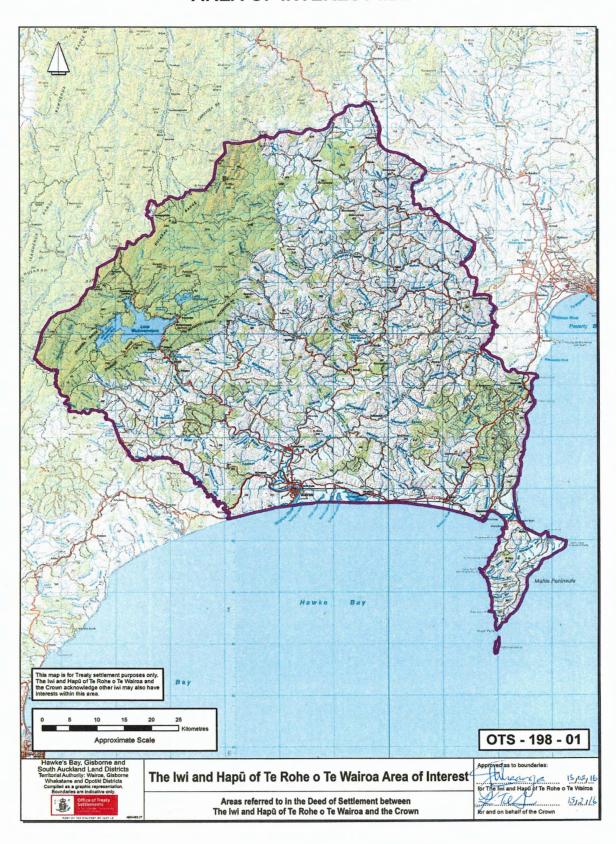
Date: 19 May 2021

#### 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).	<ul> <li>i. Develop SERS.</li> <li>ii. Decision-making relating to SERS and the Framework.</li> <li>iii. Planning, monitoring and evaluation of SERS.</li> <li>iv. Review of SERS and the Framework.</li> <li>v. Investigation of SERS-related issues.</li> </ul>	<ul> <li>i. Meet twice in the first year following the signing of the Framework to:</li> <li>ensure the Parties are familiar with each other and the Framework; and</li> <li>agree on goals, projects or activities for SERS.</li> <li>ii. After the first year, meet at least once annually.</li> </ul>	<ul> <li>i. Agree goals, projects and activities for SERS.</li> <li>ii. Approve any amendments to the Framework or SERS.</li> <li>iii. Plan and monitor SERS.</li> <li>iv. Review SERS and the Framework.</li> <li>v. Identify opportunities to improve the effectiveness of SERS and the Framework.</li> <li>vi. Investigate and respond to SERS-related issues and queries.</li> </ul>
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.	above).	<ul> <li>i. Coordinate any amendments to SERS and the Framework.</li> <li>ii. Prepare an annual report on activity and progress on SERS.</li> <li>iii. Provide administrative support to the Governance Group in its planning, monitoring and review functions set out above.</li> <li>iv. Facilitate discussion between Parties to help resolve disputes, if necessary.</li> </ul>
Project Teams	Representatives from each relevant Party (ie. those engaged in the projects).	i. Planning and implementation of SERS projects.	i. Meet as required.      (Meeting frequency should be sufficient to allow for progress between meetings and maintain momentum of projects.)	<ul><li>i. Plan, agree and administer projects under the Framework.</li><li>ii. Report to the Governance Group as necessary on the progress of projects.</li></ul>

## APPENDIX 1: IWI AND HAPŪ OF TE ROHE O TE WAIROA AREA OF INTEREST MAP



#### **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	