

MEMORANDUM OF UNDERSTANDING

IWI CHAIRS FORUM

and

LOCAL GOVERNMENT NEW ZEALAND

MEMORANDUM OF UNDERSTANDING

DATED 6 August 2015

PARTIES:

- (1) Iwi Chairs Forum ("ICF"); and
- (2) Local Government New Zealand ("LGNZ") ("parties")

Piki mai ra
Kake mai ra
Homai te waiora ki au
Te Waiariki
Te Waiata
Te Waitapu
Takiwai
Takiwai
Tihei Mauri Ora

A BACKGROUND

1. The Iwi Chairs Forum (ICF) was first convened in 2005 to enable Iwi, Hapū and Whanau of Aotearoa to meet, discuss, promote and advocate for Iwi aspirations in the spheres of cultural, social, economic, environmental and political development.
2. The ICF is a conduit for participants to maximize the opportunity to share their respective knowledge, information and learnings for the benefit of Iwi, Hapū and Whanau.
3. While there is an open invitation for all Iwi chairpersons to participate in the Forum, the ICF will not usurp the mana of individual Iwi, Hapū and Whanau.
4. LGNZ is an organization that represents the national interests of local authorities in New Zealand. LGNZ provides advocacy and policy services, business support, advice and training to members to assist them to build successful communities throughout New Zealand.
5. LGNZ and the ICF acknowledge:
 - (a) the mana and kaitiakitanga status of Iwi over the nation's land and natural resources;
 - (b) the important role of Iwi in building strong local communities and a prosperous nation; and
 - (c) the importance of the relationships between Iwi and local government; and

- (d) that the quality of the relationships between local government and Iwi varies and there is a need for the local government sector to improve the focus on building council/ Iwi relationships, recognising that each council in its area of responsibility will have direct relationships with relevant Iwi and Hapū.
- 6. The parties share aspirations including in relation to creating prosperous communities and a sustainable environment.
- 7. The parties believe there is a natural synergy between Iwi and local government and the parties wish to work together in a proactive and constructive manner to optimise that synergy.
- 8. To that end, the ICF and LGNZ wish to forge a meaningful, strategic leadership relationship and have agreed to enter into this Memorandum of Understanding for that purpose.

B PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

- 9. The purpose of this Memorandum of Understanding is to:
 - (a) establish a structural and operational relationship between the ICF and LGNZ and allow the parties to continue to build and maintain a strong and mutually beneficial relationship;
 - (b) support and encourage strong and constructive relationships between councils and Iwi which achieve statutory obligations and address local and regional circumstances; and
 - (c) better enable the parties to work together towards their common goal of supporting the environmental, social, cultural and economic wellbeing of all New Zealanders including through collaboration on common strategic and operational issues.
- 10. The parties acknowledge that they may enter into further relationship documents to cover their broader relationship or other matters. For example, it is anticipated that the Regional Sector Group of LGNZ will have a relationship, in parallel, with the Freshwater Iwi Leaders Group, centred on matters specific to regional councils (in particular the management of freshwater).

C WORKING PRINCIPLES

- 11. The parties will work together in a manner that reflects:
 - (a) the roles and responsibilities of the ICF;
 - (b) the roles and responsibilities of LGNZ;

- (c) the shared commitment to a strong and enduring relationship between the parties;
- (d) the benefits of working together towards shared aspirations;
- (e) a good faith, open, honest, responsive and constructive approach to the relationship;
- (f) timely provision of information; and
- (g) timely raising of issues and a 'no-surprises' approach.

D MEETINGS

- 12. This Memorandum of Understanding will be given effect through a one-to-one relationship between the ICF and the National Council of LGNZ.
- 13. The parties agree to meet regularly to progress matters under this Memorandum.
- 14. There may also be other meetings, including for example, between the Regional Sector Group and the Freshwater Iwi Leaders Group.

E MATTERS OF STRATEGIC SIGNIFICANCE

- 15. The parties will discuss and seek to reach a consensus on matters of strategic significance.
- 16. Matters of strategic significance include (but are not limited to):
 - (a) economic development, environment, infrastructure, employment, social issues, health, housing and energy; and
 - (b) local democratic representation and decision-making.
- 17. The parties will also work together to agree on specific projects that they will advance together.

F KEY CONTACTS

- 18. The parties will nominate key contacts for working together under this Memorandum of Understanding.
- 19. The initial key contacts are:

ICF	Roku Mihinui
LGNZ	Malcolm Alexander

G OTHER MATTERS

Confidentiality

20. If either party supplies information to the other on a confidential basis, that other party must not divulge that information, or allow it to be divulged, to any other person without the written consent of the party that supplied the information.
21. The obligation in clause 19:
 - (a) ceases if the information is in the public domain for any reason other than the default of the party to whom the information was divulged; and
 - (b) is subject to compliance with any legal obligation to divulge that information.
22. Where clause 20(b) applies, where practicable, the party subject to the legal obligation will consult with the other party and take into account that party's views as to the release of that information.

Issue resolution

23. Either party may refer any issue arising under this Memorandum of Understanding to the key contact person for each party.
24. Those persons will endeavour in good faith to resolve the issue through open, honest and constructive communication, and may agree to escalate the issue or dispute within the respective organisations for resolution.
25. Neither party will make any public statement on any disputed matter without appropriate prior consultation with the other party.

Review

26. This Memorandum of Understanding may be:
 - (a) reviewed from time to time at the request of either party; and
 - (b) amended by written agreement of both parties.

Status and termination

27. This Memorandum of Understanding is not intended to be, and is not, legally binding on the parties.
28. Without limiting but despite clause 26, the parties are committed to working together in accordance with the principles and provisions of this Memorandum of Understanding.
29. Clause 26 does not apply to provisions relating to confidentiality in clauses 19 to 21.
30. This Memorandum may be terminated by written notice from either party to the other party.
31. On termination, clauses 19 to 21 continue to apply and are binding on the parties.

**SIGNED for and on behalf of the IWI
CHAIRS FORUM**



Signature of authorised signatory

Tā Toby Curtis

Name of authorised signatory



Signature of authorised signatory

Rahui Papa

Name of authorised signatory

**SIGNED for and on behalf of LOCAL
GOVERNMENT NEW ZEALAND**



Signature of authorised signatory

Lawrence Yule

President

Name of authorised signatory



Signature of authorised signatory

Stephen Woodhead

Chair, Regional Sector Group

Name of authorised signatory