A close-up of a red and black totem pole

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Partnership Engagement Agreement

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# How to complete a Partnership Engagement Agreement

These notes are provided to assist you with the completion of your Partnership Engagement Agreement.

* There are a number of places where you are required to populate the agreement. Where it says [name of relevant iwi/hapū] you will replace this text with the iwi/hapū that you are engaging with under the Partnership Engagement Agreement;
* Where it says [name of project] you will replace this with the name of the project you are engaging in under the Partnership Engagement Agreement;
* Where it says [name of project group] you will replace this with the name of any group set up as part of engagement under the Partnership Engagement Agreement. If this does not apply just use the name of the project;
* In the section “Agreement Scope” you will need to state what is covered under the Partnership Engagement Agreement;
* In the section “Term” you will need to state the period of time covered by the Partnership Engagement Agreement;
* If your project does not involve earthworks, major construction or work that might disturb an site of significance for Māori, you may remove Appendix 2;
* The remuneration rates outlined in this template are fixed and cannot be changed;
* Appendix 4 will be a list of meetings you intend to have under the Partnership Engagement Agreement.

**Before doing a final save of this document and preparing it to be signed, please –**

1. Delete this guidance text and remove any highlights in the document;
2. Remove the template watermark (in the “design” tab); and
3. Update the Objective ID in the bottom right hand corner with the Objective ID for the document that you have saved.

# Purpose

This agreement provides Western Bay of Plenty District Council (**Council**) and [**name of relevant iwi/hapū**], with a framework to work collaboratively as equal partners on [**name of project**].

The Partnership shall be referred to as [**name of project group**]. [**name of project group**] is committed to engaging and working in the spirit of good faith and cooperation based on the relationship principles listed below. It is a [x month] term agreement renewable upon agreement by [**name of project group**].

We encourage developers engaging in their private projects to adopt the practices contained within this agreement, if they have not agreed to a similar practice.

**Mana**

Recognition and respect of the mana and authority of those operating under this protocol.

**Whakapono**

Acting with integrity, respect and being open and transparent.

**Whanaungatanga**

Fostering meaningful relationships and being respectful of different perspectives.

**Kōrero ā kanohi**

Engaging on issues face to face; being upfront and honest.

**Rangatira ki te Rangatira**

Recognising respective leaders and involving key decision makers where and when appropriate.

**Kaitiakitanga and Te Ao Māori**

Providing for kaitiakitanga; valuing mātauranga Māori; integrating Tikanga and Te Reo Māori where appropriate.

**Kotahitanga**

Meeting agreed milestones; seeking solutions and looking for ways to mitigate challenges.

**Mana whenua**

Recognising the mana of iwi and hapū who practice ahi kaa in their rohe (tribal boundaries). Ahi kaa signifies that an iwi/hapū has a permanent presence in a rohe and has continuously worked to meet their obligations as the holders of mana in that area.

# Relationships

[**name of project group**] acknowledge the importance of building and maintaining enduring relationships to give effect to this agreement. The Treaty landscape has elevated the importance of Tangata Whenua and their relationship to Te Ao Māori (Māori worldview), Te Ao Wairua (the spiritual realm) and Te Taiao (physical and natural environment). Recent Resource Management Act reforms provide impetus for Councils to enhance Tangata Whenua participation in Resource Management Act decision-making processes. Aside from legal responsibilities to Māori, there is a collective aspiration to do the right thing.

# Agreement scope

This agreement covers the following:

**Provide bullet point information on the project(s) or work that is covered by this agreement**

# Pre-requisites for iwi/hapū representatives

Iwi and hapū agree to have representatives that will have the requisite skills and experience to enable effective participation. Where there is more than one iwi/hapū as a party to this agreement, those iwi and hapū will have particular regard to the principle of Mana Whenua as outlined in this agreement and will agree among themselves to the following –

* Provide Council with an agreed position relating to cultural monitoring and the outcomes reported back;
* Provide Council with agreed reports on the project, such as Cultural Impacts Assessments or other iwi/hapū reports generated under this agreement;

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# Pre-requisites for Council representatives

Council will have representatives assigned to [**name of project group**] that have the ability to effectively participate in this partnership. In addition to technical, planning and policy capability, they will also possess the requisite skill and experience in Māori engagement or be respectful of the importance of engaging appropriately with Māori.

# Remuneration

Iwi/hapū shall be remunerated at a rate that is fair and equitable and consistent with Council charge out rates, consultant or contractor fees. Refer to Appendix 3.

# Roles and Responsibilities

[**name of project group**] will commit to:

1. Recognising and providing for the relationship, culture and traditions of iwi/hapū to their ancestral lands, water, sites, waahi tapu and other taonga.
2. Ensuring relevant and timely communication occurs to keep the partners sufficiently informed.
3. Providing up to date information and technical expertise in a timely and appropriate manner.
4. Developing collaborative and innovative solutions to issues and challenges.
5. Remunerating hapū fairly and in a timely manner.
6. Respecting Te Ao Māori.

Mandated iwi/hapū representatives will commit to:

1. Attending monthly meetings (as agreed).\*
2. Reviewing and assessing relevant technical information (as agreed and within reasonable timeframes).
3. Providing cultural advice, input and responses (as agreed).
4. Whakanoa, blessings and ceremonies (as appropriate).
5. Managing cultural monitors and/or hapū sub-contractors.
6. Advising on hapū Discovery Protocols (refer Appendix 2).

# Term

This agreement is effective from the date signed by all mandated representatives from [**name of project group**]. Refer signatures and dates below

# Review

If applicable, this agreement shall be reviewed six-months following the date signed. The review shall be carried out by a person or group agreed to by [**name of project group**] and reported back to [**name of project group**] one month following the review.

The review will assess how the Partners are giving effect to the relationship principles and may include (but shall not be limited to) the following:

* Are the costs and services fair and reasonable?
* Are partners meeting agreed milestones and timeframes?
* Is Tikanga, Te Reo and mātauranga being valued and respected?

Following the review, [**name of project group**] will consider whether to amend and/or extend the agreement.

# Disputes

Should any issues arise from this agreement, [**name of project group**] will work in good faith to resolve the issues.

Signature: Date:

Iwi/hapū representative

Signature: Date:

Iwi/hapū representative

Signature: Date:

Western Bay of Plenty District Council representative

## Remunerating Tangata Whenua

Use the below table to determine the appropriate remuneration for Tangata Whenua depending on the nature of the work covered by this partnership engagement agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Function:** | **Example** | **Remuneration Rates** | **Additional considerations** |
| **Tangata Whenua relationships**  Tangata Whenua are appointed to forums to enhance Council’s relationship with Tangata Whenua and for them to contribute to Council’s decision making processes. These forums discuss issues of significance for Tangata Whenua and ways that Council can work with Tangata Whenua to address them. | **Tangata Whenua Forums:**  Te Ihu o Te Waka o Te Arawa.  Te Kāhui Mana Whenua o Tauranga Moana.  Te Ohu Parawai o te Waiari.  Te Ohu Waiora | Chair - $350.00 per meeting when chairing, normal member fee when not chairing.  Group Member - $300.00 per meeting.  Meeting fees are GST inclusive  \*by agreement additional fees can be paid at an hourly rate of $170.00 (GST inclusive) for extraordinary work required outside of normal meeting business. | Mileage – The standard mileage rate set by IRD. |
| **Mātauranga Māori**  Tangata whenua are engaged on a Council project and provide the skills, expertise and knowledge needed for that project. | Technical advisors  Tangata Whenua working groups | $170.00 an hour (GST inclusive). |  |
| **Cultural Monitoring**  Cultural monitors are on site to ensure projects are carried out in accordance cultural monitoring protocols. | Cultural monitor on site for earthworks associated with construction of a Council asset. | Up to $120.00 per hour (GST inclusive). |  |
| **Cultural Support**  Tangata Whenua support Council staff in undertaking tikanga requirements | Kaumatua and Kuia support at Pōwhiri, blessings or similar kaupapa. | $170.00 an hour (GST inclusive) per person providing cultural support. | Mileage – The standard mileage rate set by IRD. |

# Asssociated plans/policies

He Rangapū – Tangata Whenua Engagement Protocol.

Significance and Engagement Policy.

Communications and Engagement Policy.

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