

# Northern Wairoa Freshwater Improvement Project Partnership

## MANA ENHANCING AGREEMENT

*Between*

**Northland Regional Council and**

**Ngā Kaitiaki o Ngā Wai Māori and**

**Living Water Partnership and**

**Reconnecting Northland and**

**Integrated Kaipara Harbour Management Group and**

**Manaaki Whenua / Landcare Research and**

**Sustainable Business Network and**

**Te Roroa and**

**Te Uri o Hau**

**('the partners')**

### 1. BACKGROUND TO PARTNERSHIP

The purpose of this partnership is to support the Northern Wairoa Freshwater Improvement Project, a project that aims to reduce sediment and bacteria levels in the northern Wairoa River and its tributaries by working with landowners and other stakeholders to implement sustainable land management practices informed by Mātauranga Māori. The project has a total budget of \$2,876,000 inclusive of a grant from Ministry for Environment of \$1,273,500. This budget covers project activities for five years.

### 2. PURPOSE

The purpose of the partnership is to enhance the impact, effectiveness and reach of water quality initiatives in the northern Wairoa and the Kaipara Harbour through sharing perspectives, experience, knowledge, resources and networks and to ensure our respective work programmes are aligned and synergistic.

### 3. MANA ENHANCEMENT AND VALUES

This Mana Enhancing Agreement (MEA) places the principle of mana at the centre of a living relationship to manage expectations, roles and responsibilities of the partners working together on the Project. Mana-ā-rōpū places obligation upon all partners to uphold with integrity their partnership responsibilities as detailed in this agreement.

The partnership honours the values of whanaungatanga, manaakitanga, kaitiakitanga and aroha. It upholds principles of inclusiveness, equality, generosity, respect, integrity, patience, accountability and transparency. Through all these attributes, the mana of each partner is enhanced. It is expected that these values and attributes will flow out beyond the immediate partnership into everyone connected to the project, and into all work undertaken in the name of the partnership.

#### 4. CONTRIBUTIONS

Each partner has specific resources to contribute and these are detailed below. Collectively, the partners contribute the following:

*Moemoeā:* The vision statements of each of the partners align in their desire for: healthy land, water, and people; elevated mauri; abundant kai and productive land. Through game-changing and disruptive practice, collectively the partnership expects to initiate long-term change for improved water quality of the northern Wairoa.

*Relationships:* Partners bring to the partnership their extensive connections, networks and partnerships with iwi, hapū, communities, organisations, businesses, funders and government agencies. These relationships can be leveraged to draw additional resources and enhanced outcomes for the northern Wairoa project.

*Resources:* Each partner contributes resources to the project including pūtea (funds), time, people, kawa and knowledge.

*Mana:* Project partners express manaakitanga to uplift each other and others to grow the standing of the project as a whole.

*Commitment:* Each partner has a long-term interest and commitment in the project outcomes, with engagement that has the capacity to be intergenerational.

#### 5. EXPECTATIONS

Partners expect that the partnership will be:

*Strategic,* built from a solid foundation of strategy and sound management so that outcomes are achievable.

*Practical* and action oriented.

*Genuinely collaborative* built on a partnership of equality in both approach and content (Mātauranga Māori and science).

*Holistic* in its concern for both people and the natural world.

#### 6. PARTNERSHIP STRUCTURE

For the avoidance of doubt, the relationship of the partners under this MEA is not one of legal partnership, joint venture or agency.

Northland Regional Council (NRC) is legally and fiscally responsible for the funding contract with Ministry for Environment (MfE) which forms the core of the partnership's resources. NRC is also

responsible for any agreements with individual land owners or groups as part of the project, including the provision of funds and other benefits.

The partnership with its' eight other members exists to advise NRC on its decisions and actions for the project.

The partnership is only as strong as the active input and strong engagement from each partner. Each partner's expertise is valued and utilised.

Each partner is responsible for communication, reporting and representation arrangements with its own organisation or people/hapū.

Each partner may have more than one representative so long as each representative agrees to the values and kaupapa of the partnership. Each representative must have the authority to represent their organisation or people.

Decision-making will be made by consensus amongst the partners. It is expected that all important decisions, including the hiring of staff and critical on-the-ground operations will be included in partnership decision-making.

New partners may be considered by the partnership if their interests and work advance the purpose of the partnership and if the new partners agree to the terms of this Mana Enhancing Agreement. New partners may express interest in joining or may be asked to join by the partnership. Acceptance of a new partner is by consensus of the members.

## 7. TERM

The term of this agreement is for five years from 2017 to 2022. If circumstances at the time indicate, consideration will be given at the conclusion of the term for an extension or renegotiation of the MEA at that stage.

In the case of a significant change in circumstances, it is possible for a partner to withdraw from the partnership, after honouring any financial commitments and by giving two months written notice to the other partners.

## 8. ROLES

The primary roles of **Northland Regional Council** will be:

- To be the legal and fiscally responsible organisation for the project
- To be project managers for the partnership
- Provide \$1,002,500 for the project
- Provide farm environment plan engagement and funding arrangements with landowners
- Chair the meetings of the partnership
- Organise meetings of the partnership
- Store and disseminate information and data of the partnership
- Engage and manage project staff and contractors
- Report and manage contact between project partners and MfE (project sponsor)

The primary roles of **Ngā Kaitiaki o Ngā Wai Māori** will be:

- An in-kind contribution of staff time via attendance at meetings and collaboration

- To represent hapū and landowners from across the Wairua and Mangakahia sub-catchments of the Wairoa
- To support the co-design, implementation and governance of the project
- Support the development of the Mātauranga Māori component of the project
- Provide tikanga, kaitiakitanga and holistic approaches to knowledge and action
- Provide data relevant to the project design and implementation
- Support korero with all landowners and Māori

The primary roles of **Living Water Partnership** will be:

- To contribute \$500,000 over five years, under an annual deed of grant.
- To contribute its experience working in this field through its Wairua catchment Living Water programme
- Support the co-design, implementation and governance of the project
- Assist the project to access the dairy farming community and Fonterra support

The primary roles of **Reconnecting Northland** will be:

- Contribute \$70,000 over the first 2 years of the project
- Support the co-design, implementation and governance of the project
- Support the development of the Mātauranga Māori component of the project
- Facilitate connectivity to achieve collective impact
- Provide up to 165,000 native trees/plants that will be available for landowners

The primary roles of **Integrated Kaipara Harbour Management Group** will be:

- Represent a wide range of agencies, local iwi/hapū and landowners with interests in the wider Kaipara Harbour catchment
- Support the co-design, implementation and governance of the project
- Support the development of the Mātauranga Māori component of the project
- Provide a link to the Kaipara Harbour Treaty Settlement process and outcomes
- Assist with the supply of native plants
- An in-kind contribution of staff time via attendance at meetings, collaboration and other work

The primary roles of **Landcare Research / Manaaki Whenua** will be:

- Contribute \$30,000 to the project in the first year
- Be the research partner for the project.
- Lead the Mātauranga Māori research component
- Support the co-design, implementation and governance of the project

The primary roles of **Sustainable Business Network** will be:

- To be a funding partner through its Million Metres Stream Project
- Depending on fund sourcing, aim to provide \$50,000 annually to the project for planting related expenses (\$250,000 over 5 years)
- Work with the partnership to develop processes on how and where this funding should be allocated

The primary role of **Te Roroa** will be:

- To represent hapū and landowners from across the Kaihu sub-catchment of the Wairoa
- Support the co-design, implementation and governance of the project
- Support the development of the Mātauranga Māori component of the project
- Provide tikanga, kaitiakitanga and holistic approaches to knowledge and action

- Provide data relevant to the project design and implementation
- Support korero with all landowners and Māori
- An in-kind contribution of staff time via attendance at meetings, collaboration and other work

The primary role of Te Uri o Hau will be:

- To represent hapū and landowners from across the lower reaches of the Wairoa and the greater Kaipara Catchment
- Support the co-design, implementation and governance of the project
- Support the development of the Mātauranga Māori component of the project
- Provide tikanga, kaitiakitanga and holistic approaches to knowledge and action
- Provide data relevant to the project design and implementation
- Support korero with all landowners and Māori
- An in-kind contribution of staff time via attendance at meetings, collaboration and other work

## 9. STRATEGY, POLICY AND PROCEDURES

The partners agree to develop strategy, policy and procedures to support the project as these are required, with the understanding that the values and ways of working described in this document infuse all decisions. These agreements are likely to include:

- Criteria for support for landowners
- Information and data storage
- Conflicts of interest
- Acknowledging and recognising Treaty settlement and/or redress legislation and processes
- Attribution of outcomes, actions and intellectual property
- Communication plan
- Record in-kind contributions to collaboration
- Direct or indirect reference to hapū environmental management plans of the representative hapū in their rohe

## 10. IN-KIND CONTRIBUTIONS

The partners acknowledge all contributions to the project beyond the financial contributions outlined in this document. In-kind contributions include time spent in partnership meetings, reporting back to respective governing bodies and any other work where the partners are promoting or working towards the objectives of the project. This work reflects value of generosity within the partnership and the wider project.

Each partner will be responsible for recording their in-kind contributions to the project and records will be collated at each partnership meeting. It is envisaged that this will demonstrate the true cost of multi-agency collaboration and this project.

## 11. COMMUNICATIONS

The partners agree to operate on the basis of open communication resulting in a 'no surprises' policy.

The relationship amongst the partners will be maintained by designated contact points within each of the partner organisations, with all partners copied into relevant communications.

All communication should be cautious not to raise unreasonable expectations of the project.

In any public statements about the project, written or verbal, all partners should refer to the relationship as, '...in partnership with...' and endeavour to acknowledge the roles of other partners. Any substantial public announcement about the partnership and the project can only be made after agreement of all partners.

A communication plan detailing these points and others will be produced within the first year.

## 12. INTELLECTUAL PROPERTY

All intellectual property brought to the relationship by any partner will remain vested in that partner. Should any partner contribute intellectual property that is not developed specifically as part of the project, the other partners must acknowledge their ownership and contribution. Data should not be shared with other parties without the prior consent of the partner which has contributed the data.

It is recognised that the project may be handling sensitive cultural and private property information. This information will be treated with respect, and confidentiality honoured.

## 13. HEALTH AND SAFETY

All events and project operations will include adequate health and safety provisions, including the staff of partner organisations, other stakeholders and volunteers. This will be the responsibility of the partner which is leading the activity.

## 14. RESOLUTION OF DISPUTES

Any dispute concerning the subject matter of this document will be settled by full and frank discussion and negotiation between the partners. Issues and concerns should be raised by each party as soon as it is practically possible. Each party should have a reasonable period to address the issues and concerns and respond.

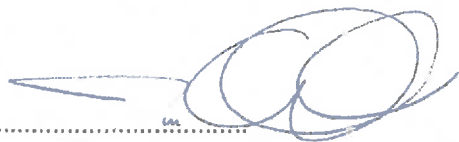
Should the dispute not be resolved satisfactorily by these means, the partners agree that they will engage in mediation conducted in accordance with the terms of the LEADR New Zealand Inc, Standard Mediation Agreement.

## 15. REVIEW OF THE PARTNERSHIP

This MEA will be reviewed on an annual basis on a mutually agreed date with discussion on the following:

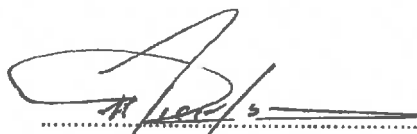
- Whether each partner's mana is being upheld
- Whether the terms of this agreement are being adhered to
- Review and assess the expression of the partnership's values
- Any difficulties any partner is experiencing in the project itself or in the interaction of the partnership
- Any other matters the partners wish to discuss with each other.

## SIGNATORIES



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Duncan Kervell  
Land Manager  
Northland Regional Council

Date 19/12/2017.



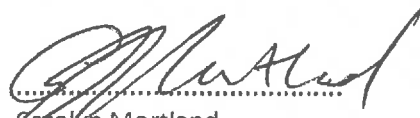
.....  
Malcolm Nicolson  
Chief Executive Officer  
Northland Regional Council

Date 20th December 2017



.....  
Allan Halliday  
Ngāti Hau  
Ngā Kaitiaki o Ngā Wai Māori

Date 19/12/17.



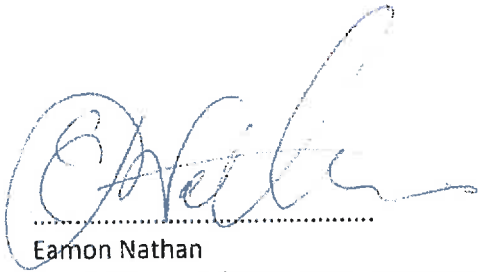
.....  
Carolyn Mortland  
Director – Social Responsibility  
Fonterra  
Living Water Partnership

Date 19/03/2018



.....  
Mike Slater  
Deputy Director General - Operations  
Department of Conservation  
Living Water Partnership

Date 26/3/18



Eamon Nathan  
Kaiwhakahaere / Programme Manager  
Reconnecting Northland

Date 19<sup>th</sup> December 2017



William Wright  
Programme Manager  
Integrated Kaipara Harbour Management Group

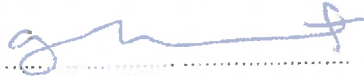
Date 19<sup>th</sup> December 2017



Shaun Awatere  
Researcher – Governance & Policy  
Manaaki Whenua / Landcare Research

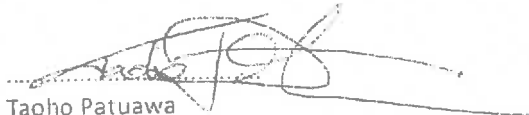
Date 5/3/18





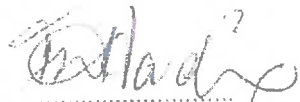
Georgina Hart  
Project Lead – Restorative Water  
Sustainable Business Network

Date 08/03/2018



Taoho Patuawa  
Te Roroa Advisor  
Te Roroa

Date 19.12.2017



Deborah Harding  
Chief Executive Officer  
Te Uri O Hau

Date 19-12-2017

