



He Kawenata
Between
NELSON MARLBOROUGH DISTRICT HEALTH BOARD
And
MANAWHENUA O TE TAU IHU O TE WAKA A MAUI

Dated this the 17th day of August, 2010.

1. Parties

MANAWHENUA O TE TAU IHU O TE WAKA A MAUI

1.1 MANAWHENUA O TE TAU IHU O TE WAKA A MAUI is represented under He Kawenata¹ by Ngati Apa, Ngati Koata, Ngati Kuia, Ngati Rarua, Ngati Tama, Ngati Toarangatira, Rangitane and Te Atiawa.

NELSON MARLBOROUGH DISTRICT HEALTH BOARD

1.2 NELSON MARLBOROUGH DISTRICT HEALTH BOARD is represented under He Kawenata by the Chairperson of Nelson Marlborough District Health Board. He Kawenata is signed by the Chairperson and the Deputy Chairperson of Nelson Marlborough District Health Board.

2. Purpose of He Kawenata

This agreement sets out the framework for the ongoing relationship between Manawhenua o Te Tau Ihu o Te Waka a Maui and Nelson Marlborough District Health Board.

The purpose of this agreement is to record the mutual commitment of the parties:

- 2.1.** To work together in good faith to safeguard and promote the mutual interests of the parties in improving health outcomes for Maori resident in Te Tau Ihu o Te Waka a Maui;

¹ The Maori name for the Treaty is *He Kawenata o Waitangi* ('The Covenant of Waitangi'). He Kawenata means covenant, agreement, treaty, promise.

- 2.2. To address any conflict or tension openly and constructively; and
- 2.3. To act in ways that enhances the mana (prestige/dignity) of both parties.

3. Legal Effect

- 3.1. He Kawenata is not legally binding and does not create a legal relationship.

4. Goals of the Relationship

The parties commit to the following goals for the relationship under He Kawenata:

- 4.1. To create and foster a high trust environment which allows the parties to work together while growing within their own tikanga (customs, obligations and conditions) and pursuing their own interests and priorities;
- 4.2. To provide a framework for the parties to work together towards improving Maori health outcomes by:
 - 4.2.1 efficient use of resources;
 - 4.2.2 effective representation.

5. Principles of the Relationship

The following principles will guide the relationship:

- 5.1. Acknowledgement of the shared interests of the parties in the development and promulgation of local policy in health that benefits Maori resident in Te Tau Ihu o Te Waka a Maui.

Commitment to the following values in the conduct of the relationship:

- 5.2. Autonomy (Rangatiratanga):
 - Recognising that each partner will have different lines of accountability.
 - Enabling each party to develop and grow in its own way while recognising and acknowledging difference;
- 5.3. Unity (Kotahitanga):
 - Agreement to work together towards a shared vision; and
- 5.4. Goodwill (Manaakitanga):
 - A commitment to work together within an environment of trust, respect and generosity towards each other. Recognising and understanding the capabilities and constraints each party brings to the relationship.

6. Treaty of Waitangi

The intention is to maintain a partnership based on the principals of the Treaty of Waitangi, as articulated the New Zealand Public Health and Disability Act 2000. The parties acknowledge that the Treaty of Waitangi is a founding document of

Aotearoa/New Zealand and as such lays an important foundation for the relationship between the Crown and Maori. The parties wish to record their agreed understanding of their respective rights and obligations in the context of this MOA:

- 6.1. That **MANAWHENUA O TE TAU IHU O TE WAKA A MAUI** exercises responsibilities for Maori resident in Te Tau Ihu o Te Waka a Maui in relation to ensuring improvement in health outcomes. This includes the contribution to decision making, and participation in the delivery of health and disability services. MANAWHENUA O TE TAU IHU O TE WAKA A MAUI acknowledges the Nelson Marlborough District Health Board have a statutory responsibility to provide health services across Te Tau Ihu.
- 6.2. That the **NELSON MARLBOROUGH DISTRICT HEALTH BOARD** exercises governance, meaning that it is required to make decisions that take account of the interests of all New Zealanders living in Te Tau Ihu o Te Waka a Maui in achieving health outcomes. The Nelson Marlborough District Health Board acknowledges that as an agent of the Crown it has a special relationship with Ngati Apa, Ngati Koata, Ngati Kuia, Ngati Rarua, Ngati Tama, Ngati Toarangatira, Rangitane and Te Atiawa. This relationship provides for the right of the Manawhenua to determine the types of health services and service providers that are appropriate for their needs across the region.
- 6.3. That Nelson Marlborough District Health Board recognise that Manawhenua Iwi/Maori of the region are entitled to achieve the same level of health and to receive the same standards of health services provision as non Maori. The Nelson Marlborough District Health Board accepts the responsibility to protect Maori customs, knowledge and practices.
- 6.4. That the parties will act towards one another at all times reasonably and in good faith.

7. Processes for Working Together

The relationship will be given effect to by a programme of regular engagement and information-sharing between the parties.

- 7.1. Engagement will consist of meetings on a bi-annual basis between nominated members of **MANAWHENUA O TE TAU IHU O TE WAKA A MAUI** known as the **IWI HEALTH BOARD** and **NELSON MARLBOROUGH DISTRICT HEALTH BOARD** and shared workshops as appropriate.

8. Non-exclusive Relationship

8.1. MANAWHENUA O TE TAU IHU O TE WAKA A MAUI acknowledges the agreements under this MOA do not create an exclusive relationship and the **NELSON MARLBOROUGH DISTRICT HEALTH BOARD** may develop other appropriate relationships.

9. Representations

9.1. The parties agree that they will not make any statement on the other's behalf to any third party without the express authorisation of the other party.

10. Confidentiality

10.1. The parties agree that unless otherwise required by law or by mutual agreement, that they will keep confidential all information acquired as a result of this agreement.

10.2. The parties specifically acknowledge that information relating to or produced by the relationship may be required to be released under the Official Information Act 1982.

11. Review and Variation of He Kawenata

11.1. This MOA records a commitment to a long-term ongoing relationship. The parties acknowledge that over time the nature and focus of the relationship will evolve to reflect changing circumstances. Therefore, the parties will meet solely for the purpose of reviewing He Kawenata every three years (within the tenure of the **NELSON MARLBOROUGH DISTRICT HEALTH BOARD**), or otherwise as mutually agreed.

11.2. The parties may at any time and by mutual agreement amend this agreement to reflect:

11.2.1 changes to the goals of the relationship as they reflect changing circumstances; and

11.2.2 any other changes both parties agree are necessary.

12. Dispute Resolution

12.1. The parties will act at all times in good faith and with the goal of preserving their relationship. However, in the event of a dispute the parties agree to the following process:

12.1.1. in the first instance the agreed representatives of the parties will meet and attempt to resolve the dispute;

12.1.2. if following (12.1.1) the dispute is not resolved the parties will engage in mediation through process agreed by the chairpersons of the Iwi Health Board and the District Health Board.

13. Term of He Kawenata

13.1. He Kawenata commences upon signing by both parties.

MANA WHENUA O TE TAU IHU O TE WAKA A MAUI

NGATI APA

NGATI KOATA

NGATI KUIA

NGATI RARUA

RANGITANE

NGATI TAMA

TE ATIWA

NGATI TOARANGATIRA

Chairperson
**NELSON MARLBOROUGH DISTRICT
HEALTH BOARD**

Deputy Chairperson
**NELSON MARLBOROUGH DISTRICT
HEALTH BOARD**

Witnessed by:

Date: _____