Mana Ōrite Relationship Agreement

between

TE RŪNANGA O WHAINGAROA

and

TE KAUNIHERA O TE HIKU O TE IKA FAR NORTH DISTRICT COUNCIL





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MANA ÖRITE RELATIONSHIP AGREEMENT

Mō (between):

Me (and):

Te Rangi Whakamana:

Te Rūnanga O Whaingaroa (TROW)

Te Kaunihera o Te Hiku o Te Ika

Far North District Council (Council)

30 September 2025

1.0 TE ARONGA | PURPOSE

This Agreement embodies the intent of TROW and the Council to establish a Mana Ōrite Tiriti Relationship, promoting equitable and meaningful engagement. The purpose of this partnership is to collaboratively enable Council to be more responsive to the aspirations of TROW, with the shared goal of creating positive, sustainable outcomes for Ngāti Kahu ki Whangaroa/Ngāpuhi ki Whangaroa iwi, and Whangaroa rohe and community.

Both parties are committed to working together to achieve key objectives of mutual interest, ensuring that this Agreement provides a clear framework for the ongoing conduct of their relationship. This includes alignment with the:

Resource Management Act 1991 (RMA)

Local Government Act 2002 (LGA)

2.0 HE KAUPAPA KÖRERO | CONTEXT

This Agreement is made in the spirit of cooperation that epitomises the signing of Te Tiriti o Waitangi. Both TROW and the Council agree to work in partnership with mutual respect, ensuring equity in lwi and Council perspectives, while recognising and utilising the complementary strengths of their respective organisations to better serve their communities.

The parties have chosen to describe this Tiriti-derived partnership as a Mana Örite Relationship, in which both hold equal explanatory power. This means each party acknowledges and values the other's unique perspectives, knowledge systems, and worldviews as equally valid in decisions made under this agreement. This partnership respects and accommodates different cultural values, philosophies, and practices in environmental and local government management. The Mana Orite relationship enhances, rather than replaces, the broader relationship between TROW and local or central government. All actions and activities associated with this Agreement will be undertaken on a Mana Örite basis.

3.0 TAKE KŌRERO | BACKGROUND

Te Tiriti o Waitangi (Te Tiriti) forms the foundation of this relationship. The parties understand that Te Tiriti provides for the exercise of kawanatanga by the Council in exchange for the active

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protection of te Tino rangatiratanga by tangata whenua over their lands, forests, fisheries, and other natural resources, as well as their taonga, including culture, language, and learning systems. Accordingly, Te Tiriti sets the context for this **Mana Örite Relationship**.

Rather than defining their relationship as a Treaty partnership, the parties have chosen to describe it as a **Mana Ōrite Tiriti Relationship** to acknowledge the enduring nature of the relationship embedded in Te Tiriti. Within this context, **Mana Ōrite** signifies that both parties have equal explanatory power in the functioning of the relationship. Both parties recognise that Te Tiriti partners are iwi, hapū, and the Council.

This agreement acknowledges that iwi have multiple Tiriti-based relationships, and that the primary Tiriti relationship for individual iwi is with the Council and its representative, in this case, Te Kahika, the Mayor of the Far North District Council. The relationship between TROW and the Council is viewed as a subset of the overarching Tiriti relationship that iwi maintain with the Crown.

Both parties are committed to investing in the long-term durability of a healthy **mana ōrite relationship**. Practices that enhance **mana** will be reciprocated, meaning the parties will always act towards one another reasonably, honourably, and in good faith, ensuring the spirit of partnership remains strong.

4.0 NGĀ TŪTOHUNGA | MUTUAL ACKNOWLEDGEMENT

Council acknowledges;

- TROW brings strategic leadership, knowledge, and experience in te ao Māori. Through their
 organization, they provide specialist expertise in delivering social, cultural, and
 environmental outcomes for iwi, hapū, and whānau;
- TROW's role, function, rights and duties under He Whakaputanga o Ngã Rangatira o Niu Tireni and Te Tiriti o Waitangi, including its mandate as Iwi Authority of Ngãti Kahu ki Whangaroa/Ngāpuhi ki Whangaroa;
- TROW's mandate under the **Māori Fisheries Act 2004**, which fosters multi-layered relationships and enables collaboration, collective engagement, and feedback with and from many iwi;
- TROW's commitment to providing strategic input, guidance, constructive challenge, and support to the Council to strengthen its capability, engagement, and relationships with hapū and whānau throughout Whangaroa, ensuring the current and future needs and aspirations of Māori are met;

TROW Acknowledges:

- That Council brings expertise in **leadership and governance** in the sustainable management of natural and physical resources, enabling people and communities to provide for their social, economic, and cultural well-being.
- That Council has a wide range of roles, functions and duties, including its duty to make decisions in the best interest of the wider community, and that this Agreement is not intended to restrict or limit the exercise of any statutory functions it may have.

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- The Council's statutory roles, functions, and duties, including its mandate as the **leader** and steward of the Far North District.
- The Council's commitment to providing frameworks that address current and future community needs, ensuring good-quality local infrastructure, public services, and regulatory functions.
- The Council's dedication to increasing opportunities for iwi, hapū, and whānau, through TROW, to engage and provide input into decisions on future system and policy development for the Whangaroa rohe.

5.0 NGĀ WHĀINGA | GOALS OF THE MANA ŌRITE RELATIONSHIP

Through leveraging their respective strengths, TROW and the Council commit to working together to achieve the following goals:

- To base all interactions on trust, honesty, integrity, respect, and goodwill, while upholding the mana of both parties.
- Local and iwi strategies, policies, and operational approaches will be developed to more
 effectively meet the current and future data needs and aspirations of whānau in
 Whangaroa.
- Strengthened engagement and lasting relationships between the Council and Whangaroa will be established, with the capability to sustain these over time.
- TROW will have improved access, where appropriate, to Council expertise and greater opportunities to co-create and co-develop future systems across the Council ecosystem.
- Key gaps affecting Whangaroa whānau will be identified and, where possible, resolved in partnership with TROW.
- Equity of outcomes for Whangaroa whānau will be ensured, wherever possible, across the Council ecosystem, supporting decision-making and investment.
- Where appropriate, an iwi lens will be embedded in Council decision-making processes across the Whangaroa rohe, ensuring culturally informed and equitable decisions.
- To create and foster a high-trust environment that allows the parties to work together while pursuing their respective interests and priorities.
- To provide a framework for ongoing engagement and cooperation, ensuring that TROW and the Council actively engage on matters within TROW's rohe.

The primary goal is to ensure active and meaningful collaboration between TROW and the Council on relevant matters. An annual work plan will be collaboratively developed to outline how objectives will be implemented and appropriately resourced. Resourcing may include capacity building, technical advice, expertise, information, and/or financial support, where deemed appropriate and subject to council approval of funding through budgetary processes.

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6.0 NGĀ WHAKAAETANGA | GENERAL PRINCIPLES

The Parties will uphold the following principles in their relationship:

- Mana Örite: Both parties' views will be heard, considered, and given equal explanatory power.
- Kotahitanga: Working collaboratively to build unity of purpose in good faith and cooperation, acknowledging each party's contributions towards mutually agreed objectives.
- Whanaungatanga: Strengthening connections through honest and open dialogue, fostering transparency and preventing surprises.
- Manaakitanga: Caring for one another with mutual respect and reasonableness.
- **Kaitiakitanga**: Taking responsibility for the environment and its protection, while recognising the shared roles of various parties (including Northland Regional Council and the Crown) in safeguarding natural resources.
- Mana Whenua: Recognising the traditional or customary authority exercised by TROW over their rohe.
- Ahikā: Acknowledging those who remain on the whenua as kaitiaki (guardians).
- **Tino Rangatiratanga:** Empowering self-determination, allowing TROW the autonomy to pursue and manage its own affairs.
- Mātauranga: Valuing the knowledge and expertise of each party.
- **Tikanga**: Ensuring actions are carried out in accordance with proper practices and customs.

Both parties are committed to upholding these principles in their conduct, fostering a relationship grounded in mutual respect and collaboration.

7.0 NGĀ MĀNGAI | REPRESENTATION

Both parties retain the right to choose their own nominated representatives based on the nature of the discussion, and the specific initiative they are collectively working on. Both TROW and the Council acknowledge that these representatives are authorised to speak on behalf of their respective organisations.

For TROW, the official representative contact person will be the Chair of TROW. Council's representative will be Te Kahika, The Mayor of the Far North District Council.

8.0 TIKANGA WHAKAURUNGA | PARTICIPATION

The Council is committed to developing, maintaining, and sustaining an ongoing positive and effective working relationship with TROW.

Council and TROW agree to formally meet twice a year, to:

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- Discuss and agree on key, mutually agreeable objectives, which will be operationalis8.0ed through a collaboratively developed work plan that can be progressed to completion.
- Evaluate and review ongoing engagement processes and work achieved.

TROW will also exchange views, ideas, and perspectives with the Council, providing cultural expertise and advice where appropriate.

9.0 NGĀ PATANGA KA PUTA Į AGREED DELIVERABLES

The parties agree that it is important that effective mechanisms are in place for meaningful interaction, debate and co-development for the betterment of Whangaroa rohe, district and its people.

- 9.1 The following agreed mechanisms will provide opportunities to achieve the goals of and strengthen the agreement between TROW and Council
 - A. TROW and Council agree to develop a Work Plan that defines annually agreed outcomes, responsibilities, accountabilities, and activities to give effect to their agreement
 - B. TROW Management & Council Senior Leadership Team will meet twice a year to provide opportunity for;
 - i. Both parties to discuss strategic issues, opportunities and plans, and to strengthen understanding and trust in their agreement; and
 - ii. Discussion of collective and common interests, needs and opportunities to improve outcomes for Whangaroa and the sharing of information and feedback on strategies, initiatives and outcomes for Whangaroa; and
 - iii. Approval and ongoing review of the Work Plan to ensure it continues to meet the requirements of the agreement.

10.0 NGĀ WHAKARITENGA | CONSULTATION

10.1 He Tirohanga Whānui: The parties agree that this agreement does not create an exclusive relationship, and each party may develop other appropriate relationships.

10.2 Korero Muna | Confidentiality

The parties agree to:

- Work openly and in good faith, particularly by raising and responding to any queries or concerns regarding privacy or confidentiality.
- Treat information provided by the other party with the same care and stewardship they apply to their own information.

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- Respect and comply, where reasonably possible, with requests to limit the disclosure of the other party's information.
- Proactively alert each other to any issues or concerns regarding privacy and confidentiality.
- Consult, where reasonably possible, with the other party before releasing information that
 relates directly to this Agreement or when information has been provided in confidence,
 particularly if subject to legal obligations (e.g., under the Local Government Information
 and Meetings Act 1987 or as part of a court order).

10.3 Parongo | Information Sharing

The parties commit to acting transparently and in good faith, honouring each party's intellectual property while sharing relevant information, where possible, having regard to Council's statutory obligations, and any contractual obligations either TROW or Council may have to third parties, to ensure the effective achievement of the scope and intention of this Agreement.

10.4 Arotake | Review

This Agreement reflects a commitment to a Mana Ōrite Relationship. The parties acknowledge that the nature and focus of the relationship may evolve over time to reflect changing circumstances. The parties will meet every three years, or as otherwise agreed, to review this Agreement. All review processes will be conducted in a manner that aligns with the principles of this relationship Agreement.

The parties will periodically formally review the Mana Örite Relationship Agreement to ensure it remains relevant and continues to reflect aspirations of both Parties.

10.5 Panonitanga | Amendments

The parties may agree to amend this Agreement at any time to reflect:

- Changes to the goals of the relationship due to evolving circumstances.
- Any other changes both parties agree are necessary.
- Any changes to this Agreement will be agreed by both parties and recorded in writing

10.6 Pūtea Tautoko | Resourcing

Recognising that this Agreement provides access to significant expertise, FNDC and other partners may provide resourcing (including funding) to assist the relationship or support the work outlined in the Mana Ōrite Work Plan.

10.7 Whakatau Nawe | Dispute Resolution

Any issues or concerns arising from this Agreement shall be resolved through **tikanga**-based **kanohi ki te kanohi** (face-to-face) discussions in the first instance. The parties commit to a resolution process that respects the principles outlined in this Agreement.

10.8 Status of TROW Signatories

This Agreement is entered into on behalf of both TROW and Council, and the signatories do so in that capacity and not personally, thereby incurring no personal liability under this Agreement.

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11.0 NGĀ MANA HAINA | SIGNATORIES

Signed for on behalf of Te Rūnanga o Whaingaroa Hainatanga *Signature*:

Toa Faneva Heamana | Chairperson

Rangi Date: 30 , 9 , 25

Hainatanga Signature:

Bree Davis
Tumuaki | Chief Executive Officer

Rangi Date: 30 17 121

Signed for on behalf of Te Kaunihera o Te Hiku o Te Ika Far North District Council

Hainatanga Signature:

Moko Tepania Kahika | Mayor

Rangi Date:

Tanakareiro o Tunote

Hainatanga Signature:

Guy Holroyd

Tumu Whakarae | Chief Executive Ofifcer

Rangi Date: 30 / 09 / 2025

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Hainatanga Signature:

R. Tauroa

Rōpū Organisation:

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Francis Wateron Goulton

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Signed for on behalf of Te Rūnanga o Whaingaroa	Signed for on behalf of Te Kaunihera o Te Hiku o Te Ika Far North District Council
Hainatanga Signature:	Hainatanga Signature:
Toa Faneva Heamana Chairperson	Moko Tepania Kahika Mayor
Rangi <i>Date</i> :	Rangi <i>Dat</i> e:
Hainatanga Signature:	Hainatanga <i>Signature</i> :
Bree Davis Tumuaki Chief Executive Ofifcer	Guy Holroyd Tumu Whakarae Chief Executive Ofifcer
Rangi <i>Date</i> :	Rangi <i>Date</i> :
I TE AROARO O IN THE PRESE	NCE OF
Hainatanga Signature:	Rōpū Organisation:
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