

**Ko ngā mātāpono e whakahaere nei i ngā mahi me ngā
tikanga a Te Rūnanga o Ngāti Waewae rawa ko Te Rūnanga
O Makaawhio rawa ko Te Poari Hauora ki Te Tai Poutini**

MEMORANDUM OF UNDERSTANDING

BETWEEN

**TE RŪNANGA O NGATI WAEWAE
AND TE RŪNANGA O MAKAAWHIO**

AND THE

WEST COAST DISTRICT HEALTH BOARD



Te Rūnanga o Ngāti Waewae



Te Rūnanga o Makaawhio

1 NGĀ MANA / PARTIES

Te Rūnanga O Ngati Waewae rawa ko Te Rūnanga O Makaawhio

"Kia eke a Poutini Ngāi Tahu ki te whakaoranga tonutanga"

"Raise up the wellbeing and restore health of the people of the West Coast"

- 1.1 For the purposes of this relationship Te Rūnanga o Ngati Waewae and Te Rūnanga o Makaawhio agree that together they will comprise Poutini Ngai Tahu and be represented in their relationship with the West Coast District Health Board by Tatau Pounamu¹ the manawhenua health committee.
- 1.2 This Memorandum of Understanding (MOU) is signed on behalf of Poutini Ngai Tahu by the respective Chairs' of Te Rūnanga o Ngati Waewae and Te Rūnanga o Makaawhio.
- 1.3 This Memorandum of Understanding recognises the special relationship and obligations upon the West Coast District Health Board in exercising its Treaty partnership with Poutini Ngai Tahu, as represented by Te Runanga o Makaawhio and Te Runanga o Ngati Waewae.

West Coast District Health Board (WCDHB)

"Whānau ora ki te Tai Poutini"


"Health and wellbeing for families of the West Coast"

- 1.4 The WCDHB has statutory responsibility under the New Zealand Public Health and Disability Act 2000 and is responsible for the health status of the people of the West Coast region and for improving health outcomes for Māori.
- 1.5 This MOU is signed by the Chair on behalf of the West Coast District Health Board.
- 1.6 This agreement between the parties does not affect the WCDHB from ability to interact and enter into relationships with other stakeholders in the region, including Māori from other iwi living within the WCDHB's region.

2 TE TAKE / PURPOSE

- 2.1 This document articulates agreed principles to improve health outcomes for Māori consistent with the philosophy of the New Zealand Public Health and Disability Act 2000, and sets the guidelines for an enduring collaborative relationship between the parties.

¹ Refer to Tatau Pounamu Terms of Reference



3 TE PUTAKE / FOUNDATION

- 3.1 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 Māori. The parties wish to record their agreed understanding of how this Treaty based relationship, focused on health, will improve Māori health outcomes.


4 KO NGĀ MATĀPONO O TE NOHONGĀ TAHI / PRINCIPLES OF THE RELATIONSHIP

The following principles will guide the relationship:

- 4.1 Acknowledgement of the importance of the Treaty of Waitangi (as referred to in clause 3.1);
- 4.2 Acknowledgement of the shared interest of all parties in the development and implementation of policy and legislation in the health sector on behalf of the community;
- 4.3 Commitment to work together within an environment of trust (whakapono) honesty (pono), respect (whakaute), and generosity (manaakitanga) towards each other, recognising and understanding the capabilities and constraints each party brings to the relationship.
- 4.4 Both parties acknowledge their role as guardians and stewards for generations that will follow. It is recognised that each party will have different lines of accountability enabling each party to develop and grow in its own way while recognising and acknowledging difference.
- 4.5 To provide a framework for the parties to work together towards improving Māori health outcomes by:
- a) Efficient use and allocation of resources;
 - b) Effective representation;
 - c) Discussing and reaching agreement on key issues of WCDHB strategic plans in respect to Māori;
 - d) Acknowledging and respecting the accountabilities of each party in the planning and decision making process.

5 KO NGĀ TIKANGA MO TE MAHI TAHI / PROCESS FOR WORKING TOGETHER

- 5.1 The process for all parties working together is outlined in the Tatau Pounamu Terms of Reference (see Appendix One).

Handwritten signature and initials in the bottom right corner of the page.

6 NGĀ ĀHUATANGA ME NGĀ KAWENGA / ROLES AND RESPONSIBILITIES

6.1 The WCDHB and Tatau Pounamu will work together on activities associated with the planning of health services for Māori in Te Tai Poutini rohe.

6.2 The WCDHB and Tatau Pounamu will take responsibility for the activities listed below:

6.2.1 The WCDHB will:

- a) Involve Tatau Pounamu in matters relating to the strategic development and planning of Māori health initiatives in the Te Tai Poutini rohe;
- b) Include Tatau Pounamu in decision making process that may have an impact on Poutini Ngāi Tahu; and
- c) Feedback information to Tatau Pounamu on matters which may impact on the health of Māori in Te Tai Poutini rohe.

6.2.2 Tatau Pounamu will:

- a) Involve WCDHB in matters relating to the development and planning of Māori health;
- b) Feedback information to ngā rūnanga o Poutini Ngāi Tahu as required;
- c) Advise WCDHB on matters which may impact on the health of Māori in Te Tai Poutini rohe;
- d) Assist WCDHB to acquire appropriate advice on the correct processes to be used so as to meet Poutini Ngāi Tahu kawa (custom/protocol) and tikanga (rules of conduct).

7 NGĀ HUI / MEETINGS

7.1 All meetings shall be consistent with the guidelines as described in the Tatau Pounamu Terms of Reference.

7.2 Establish a relationship between the Chair Tatau Pounamu and Chair and/or Deputy Chair, WCDHB through meetings held (three times per annum); the Chair and/or Deputy Chair of the WCDHB shall be invited to attend no less than one Tatau Pounamu meeting per annum.

8 NGA RAWA / RESOURCING

8.1 The WCDHB will provide administrative support resources for this relationship as outlined in the Tatau Pounamu Terms of Reference.

Handwritten signature and initials in the bottom right corner of the page.

- 8.2 Tatau Pounamu members will be paid meeting fees and actual and reasonable expenses associated with attendance at meetings as stated in the West Coast District Health Board and Advisory Committee manual.

9 KO NGĀ RAWA HEI WHAKATUTUKI I NGĀ MAHI I RARO I NGĀ TURE / STATUTORY AND CONTRACTUAL OBLIGATIONS

- 9.1 The parties acknowledge that this MOU is not legally enforceable, but that this does not diminish the intention of the parties to meet the expectations and undertakings of this MOU.

10 TE MANA KOKIRI / AUTHORITY TO SPEAK

- 10.1 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.

11 TE NOHO MATATAPU / CONFIDENTIALITY

- 11.1 The parties agree that unless otherwise required by law, or by mutual agreement, they will keep confidential all information acquired as a result of this agreement.
- 11.2 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.

12 TIROHANGA HOU ME NGĀ WHITINGA / REVIEW AND VARIATION

- 12.1 This MOU records a commitment to an enduring collaborative relationship. The parties acknowledge that over time the nature and focus of the relationship may evolve to reflect changing circumstances. Therefore, the parties will meet solely for the purpose of reviewing this MOU in two years, and every three years subsequent for a review of the MOU to be undertaken;
- 12.2 The parties may at any time amend this agreement

13 WHAKATAUNGA RARURARU / PROBLEM RESOLUTION

- 13.1 In the event of any dispute arising out of the subject matter of this MOU the parties agree to the following process:
- a) In the first instance the Chairs of the parties will meet and use their best endeavours to resolve the dispute;
 - b) If following a) the dispute is not resolved, the parties will engage in mediation through an agreed process.

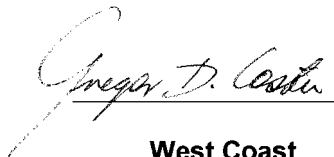


14 TERM OF MOU

- 14.1 This MOU commences upon signing by both parties;
- 14.2 This MOU may be terminated by mutual agreement or by either party giving three months notice to the other party.

SIGNED ON BEHALF OF THEIR RESPECTIVE ORGANISATIONS

Date: 5.10.07



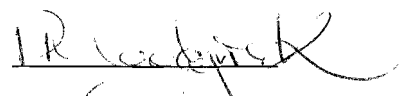
**West Coast
District Health Board
CHAIR**

Date: 27.9.07



**Te Runanga
O Ngati Waewae
CHAIR**

Date: 27/9/07



**Te Runanga
O Makaawhio
CHAIR**