

Mana Whakahono ā Rohe Agreement – Version One

between

Ātiawa ki Whakarongotai Charitable Trust

and

Greater Wellington Regional Council



Mai i Kūkūtauākī ki Whareroa, tatu atu ki Paripari Rere whakauta ngā
tinitapu ko Wainui, Ko Maunganui, Pukemore, Kapakapanui, Pukeatua,
Ūngutu atu ki te pou whakararo ki Ngāwhakangutu Ko Te Ātiawa ki

Whakarongotai e

Ko ngā tai o Whakarongotai he tai whakarongo; ka ora te iwi, ka toitū te
whakapapa.

The tides of Whakarongotai are tides of listening; the iwi thrives and
whakapapa endures.

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PREAMBLE

Much like the tides of the glimmering waters of Kapiti, Te Ātiawa ki Whakarongotai are versatile, resilient and thrive in the shifts and changes of nature's rhythmic clock.

The people of Te Ātiawa were a part of the great tribal migrations south from Taranaki and Kawhia to Manawatu, Kapiti, Te Whanganui-a-Tara and the northern South Island. Te Ātiawa have moved and settled across many places over time, much like the ebb and flow of the tides.

However, it was in Kapiti that Te Ātiawa ki Whakarongotai experienced successive migrations and ultimately established a place they could call home.

HE MIHI | ACKNOWLEDGEMENTS

Tēnei te mihi ki ngā mātua tūpuna, nā rātou i whakatakoto te tūāpapa o tēnei mahi nui, hei oranga mō te taiao, te wai, me te iwi.

We acknowledge and thank Ātiawa ki Whakarongotai Charitable Trust and Greater Wellington Regional Council / Te Pane Matua Taiao (GW) rangatira for your vision, aspiration and commitment to upholding Te Tiriti o Waitangi and maintaining our long-standing partnership as a strategic priority that has provided the foundation for our relationship over many years.

We acknowledge all those Iwi, hāpū, whānau and kawanatanga across the motu, that have transversed the sphere of a Mana Whakahono ā Rohe, as you have been an inspiration and source of guidance to help us to strengthen our understanding and to weave our pathway forward on this Kaupapa.

We acknowledge and thank the individuals who have spent countless hours supporting, drafting and guiding the development of the first version of this Mana Whakahono ā Rohe within extremely challenging timeframes and circumstances, particularly while whānau and Iwi across the motu were mourning the loss of a well-respected and treasured rangatira, Emeritus Professor Whatarangi Winiata.

Our partnership is the heart of this mahi and we are deeply grateful for all the guidance, grounded in tikanga and kawa, that has ensured that this mahi remains aligned with our shared values and responsibilities.

Anei te mihi aroha ki a koutou katoa.

THE PARTNERS

Ātiawa ki Whakarongotai Charitable Trust

Ātiawa ki Whakarongotai Charitable Trust (**ĀKWCT**) is the mandated iwi organisation that works to benefit the community and all members of Te Ātiawa ki Whakarongotai and has responsibilities under its trust deed to 'exercise and assist with kaitiakitanga over the environment and to protect and preserve all wāhi tapu, urupā and ngā taonga tuku iho'.

Ātiawa ki Whakarongotai are recognised as the ahi kā, mana whenua and kaitiaki from Kūkūtauakī to Whareroa to Paripari.

Ngā uri o Te Ātiawa ki Whakarongotai represents all who descend from Te Ātiawa, Ngāti Tama, Ngāti Mutunga and Ngāti Maru Wharanui and who remained living in Waikanae after 1848.

Since 2005, Ātiawa ki Whakarongotai Charitable Trust has been the mandated authority to represent the interests of Ngā Uri o Te Ātiawa ki Whakarongotai in all political, social, cultural, economic and environmental kaupapa.

ĀKWCT is a recognised iwi authority under the Resource Management Act 1991 (**RMA**).

Te Ātiawa ki Whakarongotai are presently engaged in the formal recognition process for exclusive Customary Marine Title within our rohe. Upon recognition, this title will legally affirm the continued exercise of mana whenua and mana moana, upheld through whakapapa and tikanga. Te Ātiawa ki Whakarongotai have long upheld, practised, and exercised our mana whenua and mana moana. Within this framework, the ongoing expression of customary practices continues to give effect to these relationships in a lived and practical sense. Mahinga kai is a fundamental component of our way of life. The collective undertaking of customary food gathering in places of significance serves to maintain and renew whakapapa relationships with the whenua, the moana, the atua, and each other.

Greater Wellington Regional Council

Wellington Regional Council (**GW**) known as Greater Wellington Regional Council, Te Pane Matua Taiao, is a regional council constituted by the Local Government (Wellington region) Reorganisation Order 1989 and listed in Part 1 of Schedule 2 of the Local Government Act 2002.

The Wellington region is a growing and diverse region, and it is the Council's role under the RMA to perform a range of functions in a way which achieves sustainable management. This includes protecting our environment and enabling people and communities to meet their cultural, social and economic needs.

Under other legislation, GW is responsible for aspects of environment management, flood resilience and land management, provision of regional parks, public transport planning and funding (and metropolitan bulk water supply⁹).

GW highly values our partnership with ĀKWCT. We acknowledge your mana, and the way you have worked and will continue to work with us as kaitiaki in your rohe to help achieve beneficial outcomes for the Wellington region.

ĀKWCT and GW enter into this Mana Whakahono ā Rohe in the spirit of partnership. They are jointly referred to as '**the Partners**' throughout.

STRUCTURE

The structure of this Mana Whakahono ā Rohe agreement (the **Agreement**) is inspired by the role of Ngā Tai (the tides) to Te Ātiawa ki Whakarongotai.

Ngā Tai describe the natural flow of the relationship between Greater Wellington and Ātiawa ki Whakarongotai Charitable Trust- not as a singular linear process, but as a shifting and active relationship.

The relationship between Te Ātiawa ki Whakarongotai and Ngā Tai is one of constant exchange- a living rhythm that carries, nourishes, and shapes our connection to place.

Together Ngā Tai move in rhythm and interconnect- from learning and reflection to strengthened relationships and shared growth, and onward into purposeful action, and guided through the enduring principles of tiaki, resilience, and discipline.

The Agreement is structured as follows:

- a. Kupu Arataki | Introduction
- b. Section A – Aronga | Purpose: Clarifying the purpose of the Agreement and the outcomes sought through the relationship.
- c. Section B – Mana Whakahono ā Rohe Version One: A clear statement that this first version of the Mana Whakahono ā Rohe Agreement is to be reviewed and updated.
- d. Section C – Te Tai Hua | Existing Partnership Agreements and Arrangements: This section outlines existing agreements between the partners and history of the partnership
- e. Section D – Te Tai Whakaako | Recording Current Activities: This section records the operational and practical resource management matters undertaken by the Partners.
- f. Section E – Te Tai Whakatūtuki | Strategic and Aspirational Outcomes: This section outlines each Partners' aspirations and other matters. The Partners are committed to working towards, a clear set of whāinga that guide decision-making and reflect our collective aspirations.
- g. Section F – Other Matters

KUPU ARATAKI | INTRODUCTION

1. The RMA explicitly provides for mana whenua to participate in RMA processes. The RMA specifically recognises Te Tiriti o Waitangi (s 8) and Kaitiakitanga (s 7(a)) and identifies, as a matter of national importance, the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga, and the protection of customary rights (s 6(e)).
2. The RMA was amended in 2017 to introduce the Mana Whakahono ā Rohe provisions (Subpart 2, Part 5, sections 58L to 58U) to provide more meaningful opportunity for mana whenua participation in RMA processes and decisions because of inconsistent engagement with mana whenua across the motu.
3. A Mana Whakahono ā Rohe is a tool that mana whenua and local authorities can use to discuss and agree on how they will work together under the RMA, in a way that best suits their interests and circumstances.

SECTION A – ARONGA | PURPOSE

1. The purpose of this Agreement is set out in section 58M of the RMA. Specifically, this Mana Whakahono ā Rohe provides a mechanism for ĀKWCT and GW to discuss, agree and record ways in which ĀKWCT may participate in resource management and decision-making processes. This Agreement also assists GW to comply with its statutory duties¹.
2. The Partners also intend that this Agreement will affirm and strengthen the existing relationship between ĀKWCT and GW within their respective rohe and boundaries. The Agreement identifies the aspirations of the Partners and clear mechanisms to achieve those aspirations in the future.
3. The Partners recognise that their working relationship with each other is critical to achieving the aspirations of ĀKWCT and ultimately te mana o te wai and te mana o te taiao. Investing in the GW relationship is therefore also inherent in this Agreement.
4. ĀKWCT and GW acknowledge the current productive working relationships between the Partners, including established working agreements, with the intent of maintaining an enduring relationship. Resource management legislation² and the form and function of local government³ is evolving at a rapid pace. With these imminent changes, all Partners have agreed that the Agreement will secure existing relationships and agreements and provide a mechanism to articulate and work towards a future that appropriately provides for a Te Tiriti o Waitangi based partnership as the tūāpapa (foundation) of our mahi together.

¹ Section 58M of the RMA.

² The Planning Bill and Natural Environment Bill were introduced on 9 December 2025, submissions have been received and heard by the Select Committee. It is expected that the Select Committee will publish its report for the House, including recommending amendments in late June 2026, with legislation to be passed in July / August 2026.

³ On 25 November 2025 the Government announced it is consulting on its proposal to simplify local government, including replacing elected regional councillors and reorganising how regional and local decisions are made.

SECTION B – MANA WHAKAHONO Ā ROHE VERSION ONE

5. The proposed legislative changes referred to in the Aronga Purpose Section, and the uncertainty they give rise to, has expedited the development phase of this Agreement⁴. The Partners have agreed that this is the first version of the Agreement that safeguards the investment the Partners have made in our relationships, anchors us together and to a collective agreement, as well as guiding us towards the future during this period of uncertainty.
6. On the date that this Agreement is signed, all Partners will initiate an update of this Agreement (the **update**). The update will be complete within 18 months (the **update period**), unless the Partners agree otherwise.
7. The purpose of the update is to:
 - a. reflect on and confirm the Partners' aspirations for working together on resource management matters, guided by Te Tiriti o Waitangi, which may include revising and expanding on the commitments identified in this Agreement; and
 - b. update Version One of the Agreement in light of any new resource management and local government legislation.
8. The Agreement affirms our commitment to continue to work together as partners while respecting the distinct roles and responsibilities of each Partner.

⁴ The Planning Bill and the Natural Environment Bill refer to 'existing or initiated Mana Whakahono-ā-Rohe, meaning an arrangement in force or initiated... on the day after the Natural Environment Act receives Royal assent'. The Bills will almost certainly be enacted prior to the general election on 7 November 2026.

SECTION C – TE TAI HUA | EXISTING PARTNERSHIP AGREEMENTS AND ARRANGEMENTS

9. The Partners have the following existing partnership agreements:
 - a. ĀKWCT is a partner in the joint Memorandum of Partnership (MOU) between Tangata Whenua ki Te Upoko o te Ika a Maui and GW dated 26 March 2013⁵. The relationship under the MOU relates to matters of mutual benefit to the parties, including in relation to matters beyond the scope of the RMA, operates concurrently at governance, executive and operational levels. It manifests in two distinct ways. Firstly, on a one-to-one basis between ĀKWCT and GW and, secondly, within a collective forum of all the parties, known as Ara Tahi.
 - b. Tūāpapa Partnership Agreement 2021.
10. These existing partnership agreements reflect a high-trust relationship where the Partners work collaboratively to better achieve their shared joint outcomes. In particular:
 - a. The relationship principles guide how the Partners work together, act in good faith, and demonstrate honesty, integrity, openness and accountability in their dealings with each other.
 - b. The agreements define and affirm the Partners' commitments and positions under Te Tiriti o Waitangi.
11. This Mana Whakahono ā Rohe does not supersede and is not intended to conflict with the existing partnership agreements. The Partners remain committed to implementing those agreements. To the extent that the existing partnership agreements relate to resource management matters that are within the permissible scope of Mana Whakahono ā Rohe, the Partners record that these existing partnership agreements now form part of this Mana Whakahono ā Rohe entered into under subpart 2, Part 5 of the RMA.
12. Consistent with the collaborative model advanced by the Partners, a range of the operational and practical resource management matters undertaken by the Partners in furtherance of their existing partnership agreements are not expressly recorded by written agreement. The purpose of this Mana Whakahono ā Rohe is to formalise those matters.
13. The relationship between ĀKWCT and GW also includes long standing arrangements for mana whenua seats on some Council committees and strategic advisory groups. ĀKWCT have a role on the Te Tiriti o Waitangi Committee and Te Upoko Taiao.

⁵ Together with the representative organisations for Ngāti Kahungunu ki Wairarapa, Taranaki Whānui ki te Upoko o te Ika, Ngāti Toa Rangatira, Ngāti Raukawa ki te Tonga and Rangitāne o Wairarapa.

14. The following documents aid the mahi of the Partners:

- a. 'Whakarongotai o te moana, Whakarongotai o te wā' - Kaitiakitanga Plan (Iwi Management Plan) - Formally lodged on 1 July 2019.
- b. Te Whaitua o Kāpiti Implementation Programme⁶.

⁶ [Te Whaitua o Kāpiti Implementation Programme – A collaborative implementation plan to improve our freshwater bodies, September 2024](#)

SECTION D – TE TAI WHAKAAKO | RECORDING CURRENT ACTIVITIES

Ngā mahi ngātahi i tēnei wā

15. This section outlines the ways in which the Partners currently work together. It describes our present landscape, including policies and planning, consenting and monitoring and joint work programmes.
16. The Partners agree that these current ways of working together are now contents of our Mana Whakahono ā Rohe. The Agreement secures our existing mahi while working towards our future aspirations.

Policy and plan development

Settlement instruments and natural resources planning

17. Te Ūpoko Taiao – Natural Resources Plan Committee, an advisory body to the Environment and Climate Committee of the Council, promotes the sustainable management of the region’s natural and physical resources by overseeing the review and development of regional plans, changes and variations for the region, as required under the RMA.
18. Under the terms of reference, the membership of the Committee is 50:50 mana whenua nominees and elected Councillor representation. Te Ūpoko Taiao is a permanent committee of Council through the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-a-Rua Claims Settlement Act 2022 (the 2022 Act)⁷.
19. The Partners recognise the importance of Te Ūpoko Taiao and commit to its continuance.
20. The parties agree that this arrangement pursuant to the terms of reference is now a part of their Mana Whakahono ā Rohe, in addition to forming part of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-a-Rua settlement and the 2022 Act.

Natural resource planning – high level principles

21. The Partners will work together in good faith to design and adopt processes and systems that reflect a Treaty partnership approach to resource planning under the Resource Management Act 1991 and any legislation that replaces the Resource Management Act 1991. This work shall draw on and respond to, but is not limited to, the following:
 - a. ‘Whakarongotai o te moana, Whakarongotai o te wā’ – Iwi Kaitiakitanga Plan for Ātiawa ki Whakarongotai⁸.
 - b. Any future iwi environmental management plan lodged by Te Ātiawa ki Whakarongotai with the Council.
 - c. Te Mana o Te Wai objectives 1 and 2, as stated in section 4.1.2 of Te Whaitua o Kāpiti Implementation Programme.

⁷ [Section 90 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Claims Settlement Act 2022](#)

⁸ <https://teatiawakikapiti.co.nz/wp-content/uploads/2023/11/TAKW-Kaitiakitanga-Plan-V6-online-2.pdf>

- d. Te Whaitua o Kāpiti Implementation Programme more generally.
 - e. Information sourced from Te Ātiawa ki Whakarongotai.
 - f. Any customary protection mechanisms.
 - g. Any relevant Treaty settlement legislation mechanisms.
22. The Partners recognise the role of the former Te Whaitua o Kāpiti Committee (the Whaitua Committee) as an advisory body to GW operating under the Te Tiriti House Model. The role of the Whaitua Committee was to make recommendations to give effect to the National Policy Statement for Freshwater Management 2020. This was delivered to the Council in the Whaitua Kāpiti Implementation Programme in 2024 and includes recommendations on the necessary regulatory and non-regulatory mechanisms to improve the current state and management of freshwater in Kapiti.
23. The Partners agree that the understanding of Te Ātiawa ki Whakarongotai of Te Mana o Te Wai, as expressed in Te Whaitua Kāpiti Whaitua Implementation Plan, will be recognised and reflected, as appropriate, in GW processes, planning and decisions in relation to the management of freshwater in their rohe.

Natural resource planning – process

24. Consistent with the Partners' commitment to a relationship of openness in their dealings with each other, GW agree to early and meaningful engagement with ĀKWCT on the preparation, change and review of policy statements and plans.
25. The Partners agree to develop a process to involve ĀKWCT in the preparation, change and review of policy statements and plans, which will include as a minimum:
- a. A six week pre-notification feedback period (i.e. at the same time as local authority pre-notification consultation) to satisfy Part 4A of Schedule 1 of the RMA.
 - b. Allocation of resourcing, including funding, for participation and engagement.
 - c. Ensuring that any evaluation of the appropriateness of current policy settings and proposed provisions, including considerations of costs and benefits, is informed by Te Ātiawa ki Whakarongotai in relation to:
 - i. the social, cultural, environmental and economic impacts on Te Ātiawa ki Whakarongotai uri, whānau or hapū.
 - ii. the impacts on the relationships of Te Ātiawa ki Whakarongotai uri, whānau or hapū with their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga.
 - iii. the protection of protected customary rights and customary marine title.
 - iv. Kaitiakitanga.
 - v. Te Tiriti o Waitangi/Treaty of Waitangi.

Iwi Management Plan

26. 'Whakarongotai o te moana, Whakarongotai o te wā', is the Iwi Kaitiakitanga Plan (Iwi Management Plan) for Te Ātiawa ki Whakarongotai.
27. The purpose of the Kaitiakitanga Plan is to identify the key kaupapa, huanga and tikanga (values, objectives and policies) of ĀKWCT that guide their kaitiakitanga as mana whenua. It is a living document that should be periodically reviewed and updated as the objectives, policies and values of the iwi continue to develop and adapt over time.
28. The Kaitiakitanga Plan may be used to inform other entities of the values and policies of the iwi and provide more insight and detail regarding specific key concepts and values within the environmental statutory framework.
29. The Kaitiakitanga Plan was lodged with GW in July 2019 and must be taken into account when regional policy statements or regional and district plans are prepared or changed.
30. Specifically, the Kaitiakitanga Plan assists in providing information to support the implementation of the following parts of the statutory framework:
 - a. Section 6(e) of the RMA, by providing information on the nature of the relationship of ĀKWCT and their culture and traditions with their ancestral land, water, sites, wāhi tapu and other taonga.
 - b. Section 7 of the RMA, by providing policy that, if supported and abided by, can demonstrate how persons exercising functions and the RMA can have regard for the kaitiakitanga of ĀKWCT.
 - c. Section 8 of the RMA, by providing information on the key interests of Te Ātiawa ki Whakarongotai that should be subject to active protection by the Crown.
 - d. Clauses 2.1 and 2.2 of the National Policy Statement for Freshwater Management (NPS FM), by providing information on the connection between the health of water and the health of people, and the values that must inform the setting of freshwater objectives and limits.
 - e. The National Objectives Framework of the NPS-FM, by providing information on mahinga kai species and places, and policy on how this value can be protected and inform freshwater management.
 - f. The Natural Resources Plan for the Wellington region, by providing a framework that supports an understanding of the interconnections between a range of different values, and policies for how our relationship with natural and physical resources can be managed in a holistic and integrated manner.

Consenting

31. GW encourages resource consent applicants and their consultants to engage with ĀKWCT when they are planning their activity and preparing their resource consent application.
32. ĀKWCT are invited to provide comment on each resource consent application received by GW for activities in their rohe (see Schedule 1). GW seeks the views of ĀKWCT to assess the effects of proposed activities on cultural values to ensure these matters are

adequately considered in the resource consenting process, where relevant rules allow for this. The process is managed through the Te Wahi platform, with engagement also occurring via emails, phone calls, and meetings as required.

33. The Partners currently engage in, and now commit to continuing to engage in, the following process for determining the effects of resource consent applications on ĀKWCT:
- a. **Consent application lodged** - GW receives the application and identifies whether it is located within the rohe of ĀKWCT using GIS, uploads the application and supporting documents into Te Wahi, and assigns it to a Resource Advisor.
 - b. **Section 88 assessment** - The Resource Advisor undertakes a section 88 completeness assessment of the application, including whether the assessment of effects adequately addresses the potential effects of the activity on cultural values. Applications can be returned to the applicant if they are considered incomplete.
 - c. **Snapshot creation** - The Resource Advisor prepares a snapshot of the application for ĀKWCT - summarising the application documents and highlighting pertinent information about the proposed activity and site. The snapshot includes a traffic light assessment indicating the likely significance of the activity to ĀKWCT. By working day 5, the Resource Advisor emails the snapshot directly to ĀKWCT for consideration and response.
 - d. **ĀKWCT assessment** - ĀKWCT consider the effects of a proposal on their cultural values and sites of significance identified in the Natural Resources Plan. ĀKWCT will provide comments directly to the Resource Advisor on any matters it considers relevant. This may include the effects of the proposal, whether further information or a cultural impact assessment is needed, relevant conditions recommended for inclusion, and whether ĀKWCT supports or opposes the application. ĀKWCT will endeavor to reply directly to the Resource Advisor within 5 working days, including advising if ĀKWCT have no comments. If no response is received by day 11, the Resource Advisor follows up by phone or email, particularly where the traffic light assessment indicates the application is likely to be of high interest to ĀKWCT.
 - e. **Consent processing** - The Resource Advisor processes the application in accordance with the RMA and other relevant legislation such as National Environmental Standards, using the assessment and comments provided by ĀKWCT to the extent permitted by law. This phase includes ongoing communication with ĀKWCT where they have indicated an interest in the application and provided comments on conditions, where the activity may have more than minor effects on their values, or where the activity is within or likely to affect a site of significance.
 - f. **Affected Party assessment** - If ĀKWCT considers a proposed activity will have more than minor effects on their values or sites of significance, they will indicate to GW that they consider themselves an affected party. The Resource Advisor will undertake an affected party assessment as directed by section 95E of the Act. If GW considers that ĀKWCT is an affected party, the applicant is informed and has the option to pause processing of the application under section 95 and work with

ĀKWCT to address and resolve their concerns. ĀKWCT may provide their written approval and processing the consent recommences, or the application proceeds to public or limited notification.

- g. **Non-notified consent application: decision issued** - The notification decision and processing of non-notified resource consent applications is completed by working day 20 (unless timeframes are extended under section 37 of the RMA). A copy of the consent and decision is provided to ĀKWCT when they have indicated an interest in the consent.
- h. **Notified consent application** – For notified or limited-notified applications, submissions are sought on the application from the public (including stakeholders) or from affected Partners, and submitters are invited to indicate whether they wish to be heard. The Resource Advisor prepares a section 42A report, and if submitters wish to be heard an independent hearing commissioner with relevant experience is appointed to hold a hearing and make a decision on the application.

Monitoring

- 34. The Partners recognise that culturally relevant environmental monitoring strengthens both local and national reporting by:
 - a. ensuring that mātauranga Māori-informed data is provided to support planning and decision-making processes; and
 - b. enabling ĀKWCT to contribute meaningfully to monitoring frameworks, including those required under national policy and reporting obligations.
- 35. ĀKWCT has developed a Kaitiaki information and monitoring framework (2018) in response to the implementation of 'Method M2: Kaitiaki information and monitoring strategy' of the Proposed Natural Resource Plan for the Wellington region.
- 36. Method M2 requires that GW will work with mana whenua kaitiaki to develop a strategy which:
 - a. identifies measures of huanga (attributes) of mahinga kai and Māori customary use; and
 - b. identifies tikanga (protocols and methods) for monitoring huanga; and
 - c. provides a reporting structure that enables kaitiaki information to contribute to the region's State of the Environment reporting; and
 - d. ensures information is accessible and relevant to Māori.
- 37. The Partners agree to work together to incorporate the ĀKWCT Kaitiaki information and monitoring framework within Council's monitoring, reporting, and state of the environment practices and programmes in the rohe, to reflect the interests, values, and priorities of Te Ātiawa ki Whakarongotai and develop agreed culturally relevant practices and programmes. This will be informed through a hui of both Partners and may include establishing a working group.

38. The Partners recognise that this work will require dedicated and consistent resourcing, alongside a progressive approach that enables ongoing improvement to the practices and programme over time.
39. Where aspects of the agreed culturally relevant practices and programmes are procured or contracted, the Council will ensure that procurement and contracting processes:
 - a. recognise and provide for relevant cultural expertise; and
 - b. enable suitably qualified and experienced persons, including those identified or endorsed by ĀKWCT, to participate in those processes.

Appointing hearing commissioners

40. In respect of hearings required in relation to resource consents, the preparation, change and review of policy statements and plans, private plan changes and designations, the Partners recognise the value of:
 - a. having commissioners that understand tikanga Māori, te ao Māori, Māori rights and interests to better reflect Māori values, Te Tiriti o Waitangi obligations and iwi and community perspectives;
 - b. in particular, having registered Te Ātiawa ki Whakarongotai uri (descendants) trained as hearing commissioners available for appointment as decision-makers on hearing panels.
41. If GW is considering appointing one or more hearings commissioners to exercise a delegated power to conduct a hearing in processes outlined at paragraph 40, it will consult ĀKWCT on whether it is appropriate to appoint a commissioner with an understanding of tikanga Māori and the perspectives of Te Ātiawa ki Whakarongotai. If GW considers it appropriate, it must appoint at least one commissioner with an understanding of tikanga Māori and of the perspectives of local iwi or hapū, in consultation with relevant iwi authorities.
42. The Partners will balance independently appointed decision-makers and elected decision makers where a hearing panel is to be convened for the preparation, change and review of policy statements and plans.
43. GW agrees to support and resource:
 - a. the training of Te Ātiawa ki Whakarongotai uri to become certified resource management hearing commissioners, and
 - b. the training of any hearing commissioners who will be making recommendations on natural resource management matters affecting the rohe of Te Ātiawa ki Whakarongotai on matters of importance to Te Ātiawa ki Whakarongotai.
44. The Partners will work together to establish and maintain a list of trained hearings commissioners that identify as Te Ātiawa ki Whakarongotai.
45. Te Ātiawa ki Whakarongotai uri who are accredited and qualified as hearing commissioners, and who are approved or endorsed by ĀKWCT, will be supported into decision making roles through Council resource management practices and processes.

SECTION E – TE TAI WHAKATŪTUKI | STRATEGIC AND ASPIRATIONAL OUTCOMES

46. This section outlines each Partners' aspirations and other matters, to inform the Partners' further work during the update period.
47. The Partners are committed to working towards, a clear set of whāinga (goals) that guide decision-making and reflect our collective aspirations.

Ātiawa ki Whakarongotai

48. Within 'Whakarongotai o te moana, Whakarongotai o te wā – Iwi Kaitiakitanga Plan, the aspirations and whāinga (goals) of the iwi are articulated across six key kaupapa: whakapapa, wairua, mana, māramatanga, Te Ao Tūroa, and mauri.
 - a. **Whakapapa:** Te Ātiawa ki Whakarongotai sustain our way of life through strong connections to whakapapa, each other, and the environment, with their identity as mana whenua and kaitiaki upheld, and their sites, taonga, relationships, and mahinga kai protected and respected for all generations.
 - b. **Wairua:** The environment nurtures the wairua of our people by being clean, safe, and abundant with native life, enabling the practice of mahinga kai, while fostering pride, wellbeing, and confidence in our role as kaitiaki, and ensuring wāhi tapu, tikanga, and kōrero tuku iho are respected, protected, and upheld through mana motuhake.
 - c. **Mana:** Te Ātiawa ki Whakarongotai live in harmony with te taiao, with strong access to and intergenerational practice of mahinga kai, supporting the mana of marae and traditional economies, while exercising tino rangatiratanga, upholding tikanga, engaging meaningfully in decision-making, and maintaining positive Treaty partnerships that ensure shared abundance, wellbeing, and inclusive kaitiaki leadership for the future.
 - d. **Māramatanga:** Decision-making is guided by iwi knowledge, with diverse mātauranga Māori created, protected, and passed intergenerationally, ensuring all generations can access and apply knowledge of mahinga kai, traditional species, and practices, while embracing new technologies and empowering local expertise in a respectful and safe way.
 - e. **Te Ao Tūroa:** The natural balance of te taiao is sustained through collective respect for Te Ao Tūroa, supporting stable ecosystems, protected waterways, and thriving habitats where native species and mahinga kai can flourish across all seasons without exploitation, ensuring environmental security for present and future generations.
 - f. **Mauri:** Land, waterways, and mahinga kai are healthy, clean, and abundant, supporting thriving biodiversity, safe access, and strong, vibrant communities where the vitality of both the environment and the people is upheld.

Greater Wellington Regional Council

49. GW's partnership aspirations are guided by foundational frameworks and commitments such as:
- a. 'Active mana whenua partnerships and participation for improved outcomes for Māori' is one of our four strategic priorities within the 2024-34 Long Term Plan. It recognises our Te Tiriti obligations to our mana whenua partners and ensuring our work gives effect to their rangatiratanga and mana motuhake as we work together.
 - b. Te Whāriki Māori Outcomes Framework is a key organisational programme to be an authentic Te Tiriti (Treaty) partner and formalises our commitment to Te Tiriti o Waitangi.
 - c. Te Tiriti Komiti (Te Tiriti o Waitangi Committee) as part of the committee structure.
 - d. Te Tiriti Policy which seeks to uphold the promise and articles of Te Tiriti o Waitangi. Upholding Te Tiriti mandates that mana whenua are active partners in developments and decision-making that will impact the collective needs, outcomes, and aspirations of our region.
 - e. Strengthening the partnership with ĀKWCT.

SECTION F – OTHER MATTERS

Review beyond update period

50. This Agreement will be regularly reviewed for the need to include new kaupapa, ensuring that it is a living document that reflects changes in te taiao, legislative change, and as our relationship evolves over time.
51. The Partners have committed to an ongoing monitoring and review cycle beyond the update period.
52. Every three years the Partners will report on progress made to give effect to the Agreement, and every six years, the Agreement will undergo a full review.

Capacity and Capability Building

53. The Partners will work together to develop a forward working programme to build the capacity and capability of each organisation's context, roles, functions and processes, including plans, policies and strategies developed under the RMA, incorporating:
 - a. Content review of ĀKWCT iwi management plan, 'Whakarongotai o te moana, Whakarongotai o te wā' – Kaitiakitanga Plan,
 - b. Resource consent application and plan review processes,
 - c. Resource consent and compliance monitoring, and
 - d. Long Term and Annual Plan processes.
54. The Partners will work towards developing the forward working programme within the update period. Funding for the forward working programme will be allocated in accordance with agreed arrangements between parties.

Transfer and Delegation of Powers and Functions

55. Upon request made by ĀKWCT, the Partners will discuss the potential for transfer of powers or establishment of one or more joint management agreements, as provided for under Section 33 and Section 36B of the Resource Management Act.
56. ĀKWCT may present a specific proposal for discussion, including:
 - a. The focus of transfer of powers or a joint management agreement (i.e., geographical area, resource, specific duties and functions); and
 - b. Matters related to resourcing and capacity, relevant to the duties and functions that may be transferred or that may be the subject of a joint management agreement.
57. When a proposal is introduced by ĀKWCT, the Partners will agree a process and timeframe for exploring the options associated with transfer of powers or establishment of a joint management agreement and for facilitating the transfer or the agreement if the proposal is agreed.

58. In situations where the Partners cannot agree on a process, timeframe or details for the transfer of powers or establishment of a joint management agreement, then the dispute resolution process contained in this Arrangement will apply.

Dispute Resolution

59. The Partners will act at all times in good faith, in accordance with the purpose and principles of this Mana Whakahono ā Rohe, and with the goal of respecting and enhancing their relationship.
60. However, in the event of a dispute under this Mana Whakahono ā Rohe, the Partners agree to the following process:

Kanohi ki te kanohi engagement

- a. If a dispute arises, either Partner may give written notice to the other Partner setting out the nature and details of the dispute.
- b. Within 10 business days of receipt of a notice of dispute, senior managers of the Partners with appropriate authority will meet to work in good faith to resolve the dispute.
- c. If the dispute has not been resolved within 20 business days of receipt of the notice, the Tumu Whakarae (Chief Executives) of the Partners will meet to work in good faith to resolve the dispute.

Escalation and mediation

- d. If the dispute is not resolved within 25 business days of receipt of the notice of dispute, either Partner may refer the dispute to mediation by written notice to the other Partner.
 - e. The mediation will be conducted in a manner agreed by the Partners, taking into account tikanga Māori where appropriate and may be supported by an independent mediator
 - f. If the Partners cannot agree on a mediator or the mediator's fees within five business days of the notice of mediation, the mediator will be appointed, or fees determined, by the Chair of the Resolution Institute (or nominee).
 - g. Each party must attend mediation through representatives with sufficient authority to resolve the dispute.
61. The Partners acknowledge that the outcome of any dispute resolution process under this clause may, by agreement between the Partners, lead to the Partners agreeing to undertake any of the actions listed in section 58R(2)(a) of the RMA, depending on the nature of the dispute and the outcome of the dispute resolution process.
62. Unless otherwise agreed, each Partner will bear its own cost in relation to any dispute resolution process undertaken under this clause.
63. Despite the existence of a dispute, each Partner will, to the extent practicable, continue to perform its obligation under this Agreement, without prejudice to its rights and remedies.

64. Nothing in this clause prevents a Partner from seeking urgent temporary or equitable relief from a court.
65. Subject to clause 64, a Partner may not commence proceedings relating to a dispute between the Partners arising from the implementation of this Agreement unless that Partner has first complied with clauses 60 to 63.

Conflicts of interest

66. The Partners agree to maintain an interests register to identify and bring to the attention of each Partner any actual, potential or perceived conflicts of interest.
67. The Partners, through their respective leadership, will seek to reach a good faith agreement on the most appropriate pathway and timeframe for managing or resolving any conflict.
68. Following resolution of the actual or perceived conflict of interest, a written record of how the conflict was managed or resolved must be maintained for transparency, accountability, and future reference.
69. Where the Partners are unable to reach agreement, the dispute resolution process set out in this Agreement will apply.
70. Whakapapa, per se, will not be considered a conflict.

SIGNED for and on behalf of

WELLINGTON REGIONAL COUNCIL by:


Signature

Daran Ponter

Chair


Signature

Nigel Corry

Tumu Whakarae | Chief Executive

SIGNED for and on behalf of

**ĀTIAWA KI WHAKARONGOTAI
CHARITABLE TRUST**

by:


Helena Gerretzen Baker

Signature

Tiamana | Chairperson


Signature

Richard Evans

Kaiwhakahaere Mātua

SCHEDULE 1 – TE ĀTIAWA KI WHAKARONGOTAI ROHE

