



Te Rūnanga o NGĀI TAHU



**ORANGA  
TAMARIKI**  
Ministry for Children

(1) TE RŪNANGA O NGĀI TAHU

and

(2) ORANGA TAMARIKI

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## STRATEGIC PARTNERSHIP AGREEMENT

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22 October 2021

*Mō tātou, ā, mō kā uri a muri ake nei*

## Introduction

1. This agreement records the strategic partnership between Te Rūnanga o Ngāi Tahu ("Te Rūnanga") and Oranga Tamariki.
2. In 2018, Te Rūnanga invited Oranga Tamariki to enter into a strategic partnership under s7AA(3) of the Oranga Tamariki Act 1989. Te Rūnanga and Oranga Tamariki are renewing this commitment to support Te Rūnanga to exercise their rangatiratanga and prevent tamariki and whānau coming to the attention of Oranga Tamariki.
3. This strategic partnership recognises Te Rūnanga o Ngāi Tahu Act 1996 and the Oranga Tamariki Act 1989, sections 4 and 7AA.

## Te Rūnanga o Ngāi Tahu

**Kia Ngāi Tahu te Tū** – Our Ngāi Tahutanga is central to who we are.

**Ka Mana te Whānau** – The mana of whānau is assured.

4. At all times, Te Rūnanga is guided by the tribal whakataukī:  
"Mō tatou, ā, mō ngā uri ā muri ake nei" (for us and our descendants after us).

5. The values of Ngāi Tahu and Te Rūnanga are expressed as:

### **Whanaungatanga (family)**

We will respect, foster, and maintain important relationships within the organisation, within the iwi and within the community.

### **Manaakitanga (looking after our people)**

We will pay respect to each other, to iwi members and to all others in accordance with our tikanga (customs).

### **Tohungatanga (expertise)**

We will pursue knowledge and ideas that will strengthen and grow Ngāi Tahu and our community.

### **Kaitiakitanga (stewardship)**

We will work actively to protect the people, environment, knowledge, culture, language and resources important to Ngāi Tahu for future generations.

### **Tikanga (appropriate action)**

We will strive to ensure that the tikanga of Ngāi Tahu is implemented and acknowledged in all our outcomes.

### **Rangatiratanga (leadership)**

We will strive to maintain a high degree of personal integrity and ethical behaviour in all actions and decisions we make.

6. In accordance with Te Rūnanga o Ngāi Tahu Act 1996, Te Rūnanga carries the following mandate:
  - a. Rangatiratanga over the Ngāi Tahu takiwā
  - b. To act on behalf of Ngāi Tahu whānui.

## Oranga Tamariki

7. The vision of Oranga Tamariki is that New Zealand values the wellbeing of tamariki above all else.
8. The purpose of Oranga Tamariki is to ensure that all tamariki are in loving whānau and communities where oranga can be realised.
9. The values of Oranga Tamariki are:
  - a. We put tamariki first: We will challenge when things aren't right for the child.
  - b. We respect the mana of people: We listen, we don't assume, and we create solutions with others.
  - c. We believe aroha is vital: It keeps us focused on what is right.
  - d. We value whakapapa: Tamariki are part of a whānau and a community.
  - e. We are tika and pono: We do what we say we'll do.
  - f. We recognise that oranga is a journey: We understand the long-term impact of our actions today.
10. Oranga Tamariki has short to medium term priorities, including:
  - a. High quality practice
  - b. Loving places
  - c. Stronger (including strategic) partnerships.
11. In accordance with section 7AA of the Oranga Tamariki Act 1989, the Chief Executive's practical commitment to the Treaty of Waitangi (Tiriti o Waitangi) specific to Te Rūnanga carries the following responsibilities:
  - a. Policies and practices have the objective of reducing disparities by setting measurable outcomes for Māori children and young people who come to the attention of the department.
  - b. Policies, practices and services have regard to mana tamaiti (tamariki) and the whakapapa of Māori children and young persons and the whanaungatanga responsibilities of their whānau, hapū and iwi.
  - c. The partners engage in a strategic partnership in order to:
    - i. Ensure Oranga Tamariki provides opportunities to, and invites innovative proposals from, Te Rūnanga to improve outcomes for Ngāi Tahu tamariki and rangatahi, and their whānau, who come to the attention of Oranga Tamariki.
    - ii. Ensure Oranga Tamariki works with Te Rūnanga to set expectations and targets to improve outcomes for Ngāi Tahu tamariki and rangatahi who come to the attention of Oranga Tamariki.
    - iii. Enable the robust, regular, and genuine exchange of information between Oranga Tamariki and Te Rūnanga.
    - iv. Provide opportunities for the Chief Executive of Oranga Tamariki to delegate functions under the Oranga Tamariki Act 1989 or regulations to appropriately qualified people within Te Rūnanga.

- v. Provide and regularly review guidance to persons discharging functions under the Oranga Tamariki Act 1989 to support cultural competency as a best-practice feature of the workforce of Oranga Tamariki across the Ngāi Tahu takiwā.
  - vi. Agree on any action the partners consider appropriate.
- d. The Chief Executive will report to the public at least once a year on the measures taken as a result of this partnership, and the impact of those measures in improving outcomes for Māori children and young persons who come to the attention of Oranga Tamariki.

### **Kā Uara (Our Shared Values)**

12. The partners acknowledge the strong alignment between their respective values, purpose and vision. The partners are agreed on the following shared values:

#### **Kaitiakitanga**

- a. Kaitiakitanga is at the heart of the partnership. As partners, we have obligations in safeguarding, protecting and caring for tamariki Māori and their whānau for the wellbeing of generations to come.

#### **Rangatiratanga**

- b. Rangatiratanga o te Tamaiti – The wellbeing of the tamaiti is paramount.
- c. Rangatiratanga o te Whānau – The wellbeing of the tamaiti is inextricably linked to the wellbeing of the whānau.

#### **Whanaungatanga**

- d. The partners recognise the importance of whanaungatanga to Ngāi Tahu tamariki, rangatahi and whānau which includes:
  - i. The purposeful carrying out of responsibilities based on obligations to whakapapa.
  - ii. The kinship that provides the foundations for reciprocal obligations and responsibilities to be met.
  - iii. The wider kinship ties that need to be protected and maintained to ensure the maintenance and protection of their sense of belonging, identity and connection.

#### **Whakapapa**

- e. The wellbeing of tamariki Māori is inextricably linked to their whakapapa and their identity, connection and belonging to whānau, hapū and iwi.
- f. The right for a tamaiti to access information to their identity is central to the hauora of that tamaiti and must be treated respectfully and sensitively.
- g. The partners recognise the importance of whānau in maintaining positive connections with tamariki.

### **He Aha Te Whaika (Objectives)**

13. The primary objectives for Te Rūnanga that underpin this relationship are:

**Kia Ngāi Tahu te Tū** – Our Ngāi Tahu tangata is central to who we are.

**Ka Mana te Whānau** – The mana of whānau is assured.

This is realised when:

- a. There are no Ngāi Tahu tamariki or rangatahi in state care.
- b. All Ngāi Tahu tamariki and rangatahi are connected and culturally supported as Ngāi Tahu; and
- c. Our communities and organisations are working collaboratively to support whānau identified needs and aspirations.

### **Te Ara Whakamua (The Path Ahead)**

14. Through this strategic partnership, we commit to '**Whānau Rangatiratanga**' by acknowledging Whānau as First Navigators. This means that, wherever possible:
  - Whānau will lead their own journey as experts of their own wellbeing.
  - With respectful guidance and support, whānau can determine their own outcomes.
15. Our journey toward **Whānau Rangatiratanga** will be supported by a joint workplan to deliver on the following four key priority areas:
  - i. Provider capability and accreditation
  - ii. Quality of social work practice
  - iii. Influencing the system through strategy, policy and legislation
  - iv. Exploring new ways of working.
16. Our work together recognises our combined strengths and expertise where:
  - Te Rūnanga will lead the design and delivery of work plan initiatives across the Ngāi Tahu takiwā Oranga Tamariki will endeavour to support these initiatives through appropriate resourcing and access to information and expertise from Oranga Tamariki.
  - Oranga Tamariki develops national level settings, including but not limited to, strategy, policies, practice and legislation, in a way that recognises the rangatiratanga of Te Rūnanga and their commitment to deliver on Whānau Rangatiratanga.
17. We will utilise our strategic partnership to work with other agencies and community organisations to enable their contribution to Whānau Rangatiratanga.
18. Together, we will monitor and evaluate the partnership against:
  - The progress made toward delivering against the shared priorities
  - The quality of the Māori-Crown relationship.

### **Partnership Principles**

19. As partners, we agree to the following relationship principles:
  - a. We will partner in the spirit of good faith, integrity, honesty, transparency and accountability.
  - b. We take a 'no surprises' approach and commit to keeping each other informed of matters of interest including any key decisions likely to impact on Ngāi Tahu tamariki and whānau.
  - c. We respect each other's autonomy, mandate, constraints, and priorities.

### **Role of Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga**

20. Te Rūnanga leads the strategic partnership on behalf of Ngāi Tahu with Oranga Tamariki.
21. In practice this means Te Rūnanga will:
  - lead on matters of national strategy and policy affecting Ngāi Tahu whānui
  - support the establishment and maintenance of relationships between Papatipu Rūnanga and Oranga Tamariki regions
  - defer to Papatipu Rūnanga where appropriate or on matters affecting the mana whenua status of each rūnanga.
22. Te Rūnanga supports the rangatiratanga of Papatipu Rūnanga as they determine the appropriate kawa and tikanga at Oranga Tamariki regional levels.

### **Role of Oranga Tamariki regions and Papatipu Rūnanga**

23. The Chief Executive leads the strategic partnership on behalf of Oranga Tamariki. As such, the Chief Executive is responsible for ensuring a well communicated and coordinated approach between Oranga Tamariki (national and regional levels), Te Rūnanga and Papatipu Rūnanga.

### **Leadership within the Partnership**

24. The partners have a dedicated leadership structure to support the partnership at national, regional and work programme levels. The structure is detailed further in Schedule 1.

### **Conflict Management**

25. Where issues or conflicts are unable to be resolved at other levels, these will be referred to respective Chief Executives.

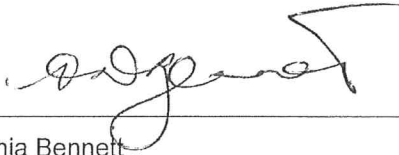
### **No agency or other relationship**

26. Neither party has the right to legally represent the other party or to enter into any commitment on behalf of the other party. The terms 'partner' and 'partnership' are used in this agreement to reflect that the parties are entering into a strategic partnership pursuant to section 7AA of the Oranga Tamariki Act 1989. Nothing in this agreement will constitute a partnership, principal-agent, employment or joint venture relationship between the parties (including their employees, agents and contractors) or gives rise to a fiduciary obligation.

**Review**

27. This strategic partnership agreement will be reviewed every three years. Either partner may withdraw from this agreement or seek the views of the other partner on a proposal to vary or add to this agreement at any time.

Signed by:

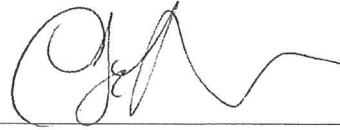


Arihia Bennett

Chief Executive Officer  
Te Rūnanga o Ngāi Tahu

Date:

22/10/21



Chappie Te Kani

Acting Chief Executive  
Oranga Tamariki-Ministry for Children

Date:

22/10/21

in the presence of:



Lisa Tumahai

Kaiwhakahaere  
Te Rūnanga o Ngāi Tahu

City of residence:

Hokitika

in the presence of:



Hon. Peto Williams

Associate Minister for Children

City of residence:

22/10/21

Schedule 1

**Leadership within the Partnership**

1. Leadership is critical to the success of the partnership and requires a structure that is multi-levelled, reflects dispersed responsibilities and is attentive to the respective configuration and mandate of each partner.
2. Details of the leadership structure to support this partnership is outlined in the table below.

<b>Level</b>	<b>Te Rūnanga o Ngāi Tahu</b>	<b>Oranga Tamariki</b>	<b>Responsibilities</b>
1	Chief Executive Officer Arihia Bennett	Chief Executive Chappie Te Kani	Overall responsibility for the partnership
2	Chief Advisor Ana Su'a Hawkins	Relationship Lead Darrin Haimona	Responsible for: <ul style="list-style-type: none"><li>• TBC</li><li>• TBC</li></ul>
3	Project Manager Monique Tupai	DCE Partnering for Outcomes Rachel Jones	Responsible for: <ul style="list-style-type: none"><li>• TBC</li><li>• TBC</li></ul>
4	Papatipu Rūnanga TBC	Oranga Tamariki TBC	Responsible for: <ul style="list-style-type: none"><li>• TBC</li><li>• TBC</li></ul>



## Schedule 2

### **Work Programme**

1. A Steering Group will be established to drive delivery in an open and transparent way and manage operational aspects of the work programme where required.
2. The Steering Group will:
  - be co-chaired by Level 2 leadership
  - actively share information in a timely way
  - ensure the appropriate distribution of allocated resources
  - monitor the progress of activities
  - manage issues and risks and escalate where necessary.
3. The role of the Steering Group is not to assume accountability for decisions or make decisions on work programme activities that are the responsibility of Te Rūnanga o Ngāi Tahu and Oranga Tamariki either jointly or individually. Each organisation has its own decision-making processes and the Steering Group is not a substitute for these existing processes.

### **Monitoring and reporting**

4. The work programme will be monitored against:
  - The progress made toward delivering against the shared priorities
  - The quality of the Māori-Crown relationship.
5. Monitoring and reporting will be the responsibility of the Steering Group.
6. The Steering Group will report on a six-monthly basis to the Chief Executive Officer of Te Rūnanga o Ngāi Tahu and the Chief Executive of Oranga Tamariki.





## **Outcomes Agreement**

**between**

**Oranga Tamariki—Ministry for Children**

**and**

**Te Rūnanga o Ngāi Tahu**

## Outcomes Agreement

Dated this                      day of    2021

### Parties

1. **Oranga Tamariki—Ministry for Children** The Sovereign in right of New Zealand acting by and through the Chief Executive of Oranga Tamariki—Ministry for Children (**Oranga Tamariki**).
2. **Te Rūnanga o Ngāi Tahu** incorporated pursuant to the Te Rūnanga o Ngāi Tahu Act 1996 (**Te Rūnanga**).

### Kaupapa

- A Tamariki Māori have been consistently over-represented in the state's care and protection system for over 30 years. Upholding and protecting the whakapapa connections of tamariki Māori is critical to sustain the future wellbeing of whānau, hapū and iwi.
- B Previous mainstream approaches to investing in services for tamariki Māori and their whānau has had seemingly limited impact on protecting whakapapa and strengthening whānau to reduce the risk factors leading to state care. It is time for whānau, hapū, iwi and communities to lead and design their own solutions for tamariki Māori and their whānau.
- C Investment provided to iwi and Māori organisations continues to be significantly disproportionate, not only in terms of the investment required to meet demand from these groups, but also in terms of current funding that is provided to other organisations which are not able to provide more appropriate services to whānau, hapū and iwi.
- D While there is a role for Oranga Tamariki to support the most vulnerable tamariki and rangatahi, Oranga Tamariki needs to:
  - (i) develop/strengthen Treaty partnerships with hapū and iwi;
  - (ii) shift practice so Māori receive the right support from the right people; and
  - (iii) transfer more decision-making and resources to Māori (by Māori with Māori solutions).
- E Oranga Tamariki is committed to working closely with iwi and Māori organisations to improve outcomes for tamariki, rangatahi and whānau and welcomes the opportunity to explore ideas and options around how to do this more effectively.
- F Under Section 7AA of the Oranga Tamariki Act 1989, Oranga Tamariki is required to seek to develop strategic partnerships with iwi and Māori organisations, including iwi authorities.
- G The parties entered into a Strategic Partnership Agreement dated 9 November 2018. The parties entered into a revised Strategic Partnership Agreement on 22 October 2021. The objective of the revised Strategic Partnership Agreement is to support Te Rūnanga to exercise their rangatiratanga and prevent tamariki, rangatahi and whānau coming to the attention of Oranga Tamariki.
- H The Ngāi Tahu journey (from the arrival and settlement in Te Waipounamu to Te Kerēme and the Deed of Settlement) reinforces the strength and ability for whānau, hapū, Papatipu Rūnanga and iwi to identify their needs and determine their own wellbeing.
- I Te Rūnanga has presented Oranga Tamariki with an innovative proposal for the Whānau as First Navigators Programme to improve outcomes for Māori tamariki, rangatahi and their whānau and as further described in their Business Plan.
- J Oranga Tamariki is funding Te Rūnanga to progress its journey over the next four years in the following approach:

- (i) **Prevention:** Building public awareness of tamariki wellbeing, sharing knowledge with whānau, and improving access to supports to enable and assist whānau to lead themselves on their own journeys – Te Rūnanga promotes a positive social environment for wellbeing of tamariki and whānau.
  - (ii) **Early Support:** Providing early support, information, and advice to tamariki and whānau who are seeking services or support - Te Rūnanga and its partners facilitate improved access to people, information, resources, and services that meets the needs and aspirations of tamariki and whānau.
  - (iii) **Provider Services and Capability:** Establishing and enhancing the internal capacity and capability within Te Rūnanga affiliated provider organisations that respond to whānau needs and aspirations, and provides opportunities to strengthen and sustain whānau rangatiratanga – Te Rūnanga provides a range of quality and culturally appropriate iwi and Māori services to meet whānau needs across the takiwā.
  - (iv) **Professional and Culturally Competent Practitioners:** Improving social work practice and building cultural competence, responsiveness, and awareness of the workforce – Te Rūnanga develops and approves quality of practice that is responsive to the needs of tamariki and whānau in the takiwā.
- K This Agreement sets the terms on which Oranga Tamariki will fund Te Rūnanga to undertake the Programme.

## The parties agree:

### 1 Definitions and Interpretation

#### 1.1 Definitions: In this Agreement, unless the context otherwise requires:

**Agreement** means this agreement.

**Business Day** means any day of the year other than:

- (a) Saturday, Sunday and any public holiday under the Holidays Act 2003;
- (b) the 24th day of December in any year and the 5th of January in the following year, and all the days in between those two dates; and
- (c) the day observed as the anniversary of Wellington, New Zealand and the province where Te Rūnanga's head office is located.

**Business Plan** means the document entitled “Business Plan: 7AA Strategic Partnership Outcome Agreements” attached to Schedule 5 of this Agreement.

**Commencement Date** means 25 October 2021.

**Confidential Information** means information that:

- (a) is by its nature confidential;
- (b) is marked by either party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
- (c) is provided by either party or a third party 'in confidence';
- (d) either party knows or ought to know is confidential; or

(e) is of a sensitive nature or commercially sensitive to either party,  
and includes Personal Information.

**Conflict of Interest** means any matter, circumstance, interest or activity of either party (**Conflicted Party**), its Personnel, subcontractors, or any other person with whom the Conflicted Party has a relationship arising by whatever means that directly or indirectly conflicts with:

- (a) the duties of the Conflicted Party and any of its Personnel or subcontractors to the other party under this Agreement; or
- (b) the interests of the Conflicted Party in relation to this; or

otherwise impairs or could reasonably be expected to impair the ability of the Conflicted Party (or any of its Personnel or subcontractors) to diligently and independently provide its role and obligations under or related to this Agreement.

**Deliverable** means each deliverable to be delivered by Te Rūnanga in completing a Project as set out in the Business Plan.

**Delivery Date** means the delivery date for each Output as specified in the Project Plan for each Project.

**Expiry Date** means 30 June 2025.

**Funding** means the Programme Funding (exclusive of GST) payable by Oranga Tamariki to Te Rūnanga set out in Schedule 2.

**Intellectual Property Rights** includes copyright and all present and future intellectual property rights as may exist anywhere in the world, whether conferred by statute, at common law or in equity, and whether or not registered or capable of registration, in relation to inventions (including patents), trademarks, designs, rights in databases and any proprietary business methodology.

**IP** includes New IP and Pre-existing IP.

**Joint Oversight and Advisory Committee** means the group established under clause 6.1.

**Laws** means:

- (a) any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time to which a party is subject;
- (b) the common law and the law of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, convention, policy or standard enforceable by law; and
- (e) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a party and that is made or given by any governmental, legal or regulatory body having jurisdiction over a party or any of that party's assets, resources or business,

in any jurisdiction that is applicable to this Agreement.

**Minister** means the Minister for Children, Minister for Child Poverty Reduction, Prime Minister or other relevant Minister to whom Oranga Tamariki reports.

**New IP** has the meaning given in clause 13.1.

**Oranga Tamariki Act** means the Oranga Tamariki Act 1989 as amended or replaced from time to time.

**Outcome** means each outcome for each Project as set out in the Business Plan.

**Output** means each output for each Project as set out in the Business Plan.

**Personal Information** has the meaning given in the Privacy Act.

**Personnel** means all individuals engaged by a party in relation to this Agreement and includes a party's (and a subcontractor's) employees, individual contractors, volunteers and representatives, agents but excludes any external advisor, or external advisory board, appointed in accordance with the Cabinet Fees Framework.

**Pre-Existing IP** means Intellectual Property Rights developed before Te Rūnanga commenced work on the Programme.

**Privacy Act** means the Privacy Act 2020 as amended or replaced from time to time.

**Privacy Laws** means the Privacy Act, and any other legislation, principles, industry codes and policies relating to the handling of Personal Information, as amended or replaced from time to time.

**Programme** means the Whānau as First Navigators Programme described in the Business Plan, including each Project, that Te Rūnanga will complete in order to contribute towards achieving each Outcome and the System Outcomes.

**Programme Budget** means the Financial Plan set out in section 11 of the Business Plan.

**Project** means each project described in Schedule 2.

**Project Budget** means the budget for each Project set out in section 11.2 of the Business Plan.

**Project Plan** means each project plan described in the Business Plan.

**Project Steering Committee** means the group established under clause 6.2.

**Relationship Manager** means the relationship manager(s) appointed by each party from time to time pursuant to this Agreement.

**Remedy Plan** means a written plan that may be entered into by Te Rūnanga and Oranga Tamariki to address any dispute, problem, issue or incident, such Remedy Plan will identify:

- (a) the dispute, problem, issue or incident;
- (b) how and why the dispute, problem, issue or incident arose; and
- (c) what action Te Rūnanga or Oranga Tamariki (whichever is relevant) will take to address or resolve the dispute, problem, issue or incident to the satisfaction of the other, and a timetable for such actions to be completed.

**Security Breach** means any:

- (a) unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of, any Personal Information; and

- (b) any action that prevents either party from accessing the Personal Information on either a temporary or permanent basis (except disposal of that Personal Information in accordance with clause 10.2(e)),

whether or not:

- (c) caused by a person inside or outside of a party;
- (d) attributable in whole or in part to any action by a party; or
- (e) ongoing.

**Strategic Partnership Agreement** means the revised Strategic Partnership Agreement dated 22 October 2021 between Te Rūnanga and Oranga Tamariki.

**System Outcomes** means the system outcomes set out in Schedule 1.

**1.2 Interpretation:** Unless the context otherwise requires:

- (a) a reference to a "party" or the "parties" are to a party or all parties to this Agreement and includes that party's respective successors in title and permitted assigns (and, where the context so permits, its respective Personnel, subcontractors and representatives);
- (b) the word "including" and other similar words do not imply any limitation;
- (c) a reference to documentation (including this Agreement) includes a reference to that document as varied, supplemented, novated or substituted from time to time;
- (d) headings are not to be used for interpretation; and
- (e) the singular includes the plural and vice versa.

**1.3 Priority of terms:** If there is any conflict between the Strategic Partnership Agreement and this Agreement or within the different parts of this Agreement, then unless agreed otherwise in writing, the following order of priority will apply:

- (a) the Strategic Partnership Agreement;
- (b) the body of this Agreement;
- (c) the Schedules (not including the Business Plan) to this Agreement; and
- (d) the Business Plan.

## **2 Strategic Partnership Agreement**

**2.1 Acknowledgement:** The parties acknowledge:

- (a) the overarching nature of the Strategic Partnership Agreement;
- (b) their obligations under the Treaty of Waitangi Te Tiriti o Waitangi; and
- (c) the duties of the Chief Executive of Oranga Tamariki under sections 7 and 7AA of the Oranga Tamariki Act including in particular sections 7(2)(b), 7(2)(bab) and 7(2)(f).

**2.2 Terms and principles of Strategic Partnership Agreement:** For the Programme to be a success, each party agrees to work together and to carry out their respective obligations under this



Agreement in accordance with the terms and principles of the Strategic Partnership Agreement.

### 3 **Term**

3.1 **Term:** This Agreement will commence on the Commencement Date and end on the Expiry Date unless terminated earlier in accordance with its terms.

### 4 **Completion of the Programme**

4.1 **System Outcomes:** The parties acknowledge their intent, in Oranga Tamariki funding the Programme and in Te Rūnanga carrying out the Programme pursuant to the terms of this Agreement, to achieve the System Outcomes.

4.2 **Carrying out the Programme:** Te Rūnanga will carry out the Programme in accordance with:

(a) the Business Plan and this Agreement including:

- (i) using its best endeavours to complete the Projects, including achieving each Deliverable and each Output for each Project by the relevant Delivery Date as set out in each Project Plan; and
- (ii) contributing toward achieving the Outcomes for the Projects and the System Outcomes;

(b) the best currently accepted principles and practice applicable to the field(s) of expertise relating to the Programme and each Project; and

(c) all applicable Laws, ethics approvals (where applicable), regulations, rules and professional codes of conduct or practice.

4.3 **Joint Oversight and Advisory Committee directions:** In carrying out the Programme, Te Rūnanga agrees to follow the reasonable directions of the Joint Oversight and Advisory Committee, provided that such directions are consistent with the terms of this Agreement.

4.4 **Te Rūnanga partners:** Oranga Tamariki acknowledges that in carrying out the Programme, Te Rūnanga will be working with the partners set out in paragraph 5.5 of the Business Plan. Te Rūnanga may add or remove partners that it works with, but before doing so will provide Oranga Tamariki with written notice of any proposed changes.

4.5 **Oranga Tamariki Support:** Oranga Tamariki will consider requests for support from Te Rūnanga related to carrying out the Programme, but in considering those requests Oranga Tamariki will not be obliged to provide support beyond its obligations in this Agreement.

### 5 **Funding**

5.1 **Payment of Funding:** Subject to clause 16 and Oranga Tamariki receiving an invoice in accordance with clause 5.2, Oranga Tamariki will pay Te Rūnanga the Funding for carrying out the Programme in the payment instalments and at the times recorded in Schedule 4. The Funding set out in Schedule 4 is the maximum amount that Oranga Tamariki will contribute towards the Programme.

5.2 **Invoices:** Before the 10<sup>th</sup> day of the applicable month for payment of each instalment of the Funding, Te Rūnanga will invoice Oranga Tamariki for each payment due to it under the terms of this Agreement.

- 5.3 **Use of Funding:** Te Rūnanga must use the Funding only to carry out the Programme in accordance with this Agreement and the Business Plan.
- 5.4 **Addressing Excess Funding:** Where the value of the Funding received by Te Rūnanga to carry out the Programme exceeds the total cumulative cost of each of the Projects (the value of which will be called the '**Excess Funding**'), Te Rūnanga may propose to put the Excess Funding towards additional outputs, or additional projects that would address the System Outcomes. Oranga Tamariki may, acting reasonably, agree or disagree that any Excess Funding can be put towards matters contained in such a proposal. In the event that a use for Excess Funding cannot be agreed between the Parties, Te Rūnanga will refund to Oranga Tamariki the Excess Funding. Te Rūnanga is not required, however, to refund under this clause 5.4, any amount that exceeds the total amount of the Excess Funding.

## 6 Programme Oversight and Reporting

### 6.1 Joint Oversight and Advisory Committee:

(a) **Joint Oversight and Advisory Committee:** The purpose of the Joint Oversight and Advisory Committee is to:

- (i) provide oversight and monitoring of the Programme to ensure it is delivered in alignment to the principles and values set out in the Business Plan;
- (ii) advise on the best ways to improve Programme delivery;
- (iii) bring knowledge and insight to the care and protection system and preventative approaches;
- (iv) include members who are direct reports to their respective Chief Executives or tier 3 managers if approved by the parties' respective Chief Executives.
- (v) undertake its role in respect of changes or variations as set out in clause 15 and as requested by Relationship Managers.

(b) **Joint Oversight and Advisory Committee Responsibilities:** The Joint Oversight and Advisory Committee is an advisory and oversight group who will be responsible for:

- (i) monitoring Programme delivery;
- (ii) considering advice and reports provided in accordance with Schedule 3;
- (iii) considering advice on the evaluation of the Programme;
- (iv) considering and approving advice on variation requests;
- (v) supporting issue resolution and risk management;
- (vi) where there are any conflicts or disputes within the Joint Oversight and Advisory Committee, agreeing to escalate those conflicts or disputes to the parties' respective Chief Executives;
- (vii) supporting the exchange of information between both parties;
- (viii) encouraging the on-going review and assessment of the effectiveness of the Programme;
- (ix) providing mutual constructive feedback that will enhance the effectiveness of the Programme;

- (x) identifying early and managing any issues and opportunities to do things better on the part of each party; and
  - (xi) consulting, cooperating and coordinating with the parties to the extent required to ensure both parties are able to comply with their respective obligations under the Health and Safety at Work Act 2015 (if any) as they may relate to this Agreement.
- (c) **Joint Oversight and Advisory Committee Membership:** The Joint Oversight and Advisory Committee will be co-chaired by the Level 2 Relationship Managers for each party. One or more persons will be appointed to the Joint Oversight and Advisory Committee by a consensus decision of the co-chairs.
- (d) **Joint Oversight and Advisory Committee Expectations:**
- (i) a Terms of Reference for the Joint Oversight and Advisory Committee will be developed promptly after the Commencement Date;
  - (ii) each party will have no power to, and cannot, commit the other party to any course of action;
  - (iii) ultimate decision-making rights around changes remain with the parties' Chief Executives.
- 6.2 **Project Steering Committee:** Te Rūnanga will establish and maintain a Project Steering Committee as Te Rūnanga considers reasonably appropriate. From the Commencement Date, the Project Steering Committee will provide quarterly reports to the Joint Oversight and Advisory Committee on the completion of its responsibilities as Te Rūnanga considers reasonably appropriate.
- 6.3 **Project reporting:** The reports set out in Schedule 3 will be provided by the Project Steering Committee to the Joint Oversight and Advisory Committee at the frequency and at the times set out in Schedule 3. All reports will include at a minimum:
- (a) status of each Project to date, against the project details contained in the applicable Project Plan;
  - (b) a summary of income received (including details of funding from any third parties or other government departments or agencies) and expenditure incurred for the Programme and each Project to date, compared to the Programme Budget and each Project Budget. Any variances will be explained;
  - (c) any problems arising or expected to arise with the Programme, a Project or this Agreement (including any delays or expected delays in delivering a Project, Deliverable or Output); and
  - (d) any other information requested by the Joint Oversight and Advisory Committee.
- 6.4 **Project evaluation:** Te Rūnanga will establish a project evaluation framework as Te Rūnanga considers reasonably appropriate. Insights and learning from the project evaluation framework will be reported regularly (and at least 6 monthly) to the Joint Oversight and Advisory Committee during the term of this Agreement.

## 7 Relationship Management

- 7.1 **Relationship Manager:** Each party will appoint, and keep, Relationship Managers. The appointing party may change its Relationship Managers at any time by giving written notice to the other party and without amendment of this Agreement, provided that any such appointment must be compliant with clause 7.4. The parties' Relationship Managers will maintain regular contact in accordance with this Agreement.
- 7.2 **Oranga Tamariki Relationship Manager Function:** The Relationship Manager from Oranga Tamariki will maintain knowledge of the progress of the Programme, including the Projects, required by the Business Plan and this Agreement. The Relationship Manager from Oranga Tamariki will have knowledge and understanding of how iwi entities operate and will be subject to Te Rūnanga approval (not to be unreasonably withheld).
- 7.3 **Relationship Manager Duties:** The Relationship Managers will liaise regularly to discuss the Programme and how it is progressing, including as against the Business Plan. This regular contact is intended to:
- (a) encourage the ongoing review and assessment of the effectiveness of the activities under the Programme;
  - (b) help identify early any issues and opportunities to do things better on the part of each party; and
  - (c) result in a 'no surprises' approach, including with respect to any public and media statements.
- 7.4 **Relationship Manager Skills:** Each party will ensure that its Relationship Managers have the skills and experience (and appropriate decision-making rights) necessary for them to deal effectively with each other for the purposes of this Agreement and also other people who may be relevant to carrying out the Programme.
- 7.5 **Contact details:** Each party's postal address, email address, phone number and initial Relationship Manager details are set out below:

### **Oranga Tamariki:**

Address: 56 The Terrace, Wellington 6011

#### **Level 1 Relationship Manager:**

Name: Chappie Te Kani  
Designation: Secretary for Children  
Email: chappie.tekani@ot.govt.nz

#### **Level 2 Relationship Manager:**

Designation: Darrin Haimona  
Strategic Relationship Lead  
Phone: 04 918 9016  
Email: Darrin.Haimona@ot.govt.nz

#### **Level 3 Relationship Manager:**

Designation: Rachel Jones  
Deputy Chief Executive Partnering for Outcomes  
Phone: 04 9189366  
Email: Rachel.jones032@ot.govt.nz

**Te Rūnanga:**

Address: 15 Show Place, PO Box 13-045

Level 1 Relationship Manager:

Name: Arihia Bennett  
Position: Chief Executive Officer  
Phone: +64 3 974 0111  
Email: arihia.bennett@ngāitahu.iwi.nz

Level 2 Relationship Manager:

Name: Ana Su'a-Hawkins  
Position: Chief Advisor to Chief Executive Officer  
Email: ana.sua-hawkins@ngāitahu.iwi.nz

Level 3 Relationship Manager:

Name: Monique Tupai  
Position: Project Manager  
Email: monique.tupai@ngāitahu.iwi.nz

**8 Obligations of Te Rūnanga**

**8.1 Financial management practices:** Te Rūnanga must:

- (a) adopt and consistently apply usual and proper financial management practices and procedures reflecting then-current good accounting practice and ensure that all financial information is at all times (including when prepared or disclosed) accurate, complete, kept up to date and provides a full record of the nature, source and application of all funds (including the Funding) and is not misleading in any material respects;
- (b) be conscious of the risk of financial mismanagement and fraud when allocating Funding to, and contracting with, its partners;
- (c) ensure that no person with any prior conviction for offences involving dishonesty or the misappropriation or misuse of money will control its bank account/s or be involved with the receipt or payment of money by the Te Rūnanga; and
- (d) not itself apply for duplicate funding or fees from any other Crown funding agency in relation to the Programme and to notify Oranga Tamariki if it learns that one of its partners (as referred to in clause 4.4) has applied for funding or fees from another Crown funding agency in relation to matters covered by the Programme.

**8.2 Contracting for goods and services:** Te Rūnanga will ensure that: the terms and conditions (including as regards fees or other remuneration) of the contracts it has with any other person or entity (including when purchasing goods or services) relating to carrying out the Programme provide value-for-money and that Te Rūnanga is charged a reasonable and/or 'on market' price (or better), from the point of view of Te Rūnanga.

**8.3 Special risk issues:** Te Rūnanga must:

- (a) adopt a child protection policy that complies with section 19 of the Children's Act 2014 as soon as practicable after the Commencement Date;

- (b) review its child protection policy within three years from the date of its adoption or most recent review, and at least every three years after that; and
- (c) where it, or any of its sub-contracted partners, employ or engage children's workers (as defined in section 23(1) of the Children's Act 2014) to carry out the Programme, comply (and ensure that its partners comply) with all children's worker safety checking requirements under Part 3 of the Children's Act 2014.

8.4 **Record keeping:** Te Rūnanga must keep full and accurate records (including accounting records) of all activities undertaken in connection with the Programme and this Agreement, to a level of detail consistent with standards of good practice generally expected of organisations undertaking similar activities and will retain those records (in a form that is readily accessible for copying or review) for a period of not less than 12 months after the Expiry Date or longer if required by applicable Laws. Te Rūnanga must make copies of these records available to Oranga Tamariki if reasonably requested by Oranga Tamariki. Te Rūnanga will also provide Oranga Tamariki (or its nominee) with reasonable access to Te Rūnanga's premises, personnel and records that have a connection to this Agreement to allow Oranga Tamariki to monitor and make reasonable enquiries relating to the performance of this Agreement and audit spending of the Funding. Before Oranga Tamariki exercise rights under this clause, the Chief Executive of Oranga Tamariki shall have a discussion directly with the Chief Executive of Te Rūnanga to explain why Oranga Tamariki is taking the proposed steps and what Oranga Tamariki wants to achieve.

8.5 **Notice of changes and investigations:** Te Rūnanga will provide written notice to Oranga Tamariki if:

- (a) Te Rūnanga proposes to change its legal structure; or
- (b) any of Te Rūnanga's Personnel are being investigated for, have been charged with, or convicted of any criminal offence that, viewed objectively and reasonably, represents a material risk to the completion of the Programme (including because it might damage the reputation of either Te Rūnanga or Oranga Tamariki were it to be publicly known).

## 9 Mutual Warranties and Obligations

9.1 **Warranties:** Each party warrants to the other party that:

- (a) it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms;
- (b) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency administration in relation to it;
- (c) all information provided by the parties to each other in connection with this Agreement, including in the Business Plan, was, at the time it was provided, true, complete and accurate in all material respects; and
- (d) it is not aware of any material information that has not been disclosed to the other party which may, if disclosed, materially adversely affect the decision of the other party to enter into this Agreement.

9.2 **Notification of adverse circumstances or events:** Subject to legal restrictions, each party will keep the other informed of any matter known to it that could reasonably be expected to:

- (a) have an adverse effect on, or create a risk to the carrying out of, the Programme; or
- (b) cause a breach of this Agreement by the other party; or

(c) have an adverse effect on the reputation, good standing or goodwill of the other party or its kaupapa.

9.3 **Definition of adverse circumstances or events:** Matters subject to clause 9.2 include any problems, issues or incidents that arise in relation to the performance of this Agreement or the ability of either party to perform its obligations under this Agreement and any circumstances that might have one of the above effects were they to be publicly known. In the event that any adverse circumstances are identified, the parties will discuss an appropriate response and implement any agreed actions.

9.4 **Identifying and managing Conflicts of Interest:** The parties acknowledge that their roles and activities in connection with the Programme could create Conflicts of Interest (which may be actual, potential or perceived). Each party agrees to take all reasonable and practicable steps to ensure that it identifies all Conflicts of Interest and that it effectively manages the risks arising from them.

9.5 **Resolution of Conflicts of Interest:** Each party will advise the other as soon as practicable whenever it has identified a Conflict of Interest, and the parties will thereafter promptly discuss with each other what an appropriate response should be to prevent or effectively manage that Conflict of Interest.

## 10 **Personal Information and Publication of Findings**

10.1 **Compliance with Privacy Laws:** To the extent that the parties collect, use, store and/or disclose Personal Information related to this Agreement and the Programme, they will do so in accordance with:

(a) Privacy Laws; and

(b) relevant Code of Practice or Approved Information Sharing Agreement (as defined in the Privacy Act) that amends or overrides any of the Information Privacy Principles of the Privacy Act and that applies to Oranga Tamariki or Te Rūnanga.

10.2 **Disclosure of Personal Information:** In relation to any Personal Information provided or made available by one party (**Providing Party**) to the other party (**Receiving Party**) under this Agreement, the Receiving Party will:

(a) ensure that the Personal Information is kept secure and protected by security safeguards that are reasonable in the circumstances to take against loss, access, use, modification or disclosure that is not authorised by this Agreement or any other misuse;

(b) only use that Personal Information for the purposes set out in or authorised by this Agreement;

(c) only transfer, disclose or allow access of that Personal Information outside of New Zealand with the Providing Party's prior written consent;

(d) provide all information and assistance reasonably required by the Providing Party to comply with the Providing Party's obligations under Privacy Laws; and

(e) on termination or expiry of this Agreement, or on the Providing Party's instructions, securely dispose of or return that Personal Information to the Providing Party, except to the extent that such information is stored in electronic backups which cannot reasonably be extracted or deleted.

10.3 **Security Breaches:** If either party becomes aware of any Security Breach in relation to this Agreement (**Notifying Party**), it will notify the other party (**Notified Party**) as soon as possible of that Security Breach and:

- (a) promptly take such steps as are reasonably available to Notifying Party to identify the person or persons involved in the Security Breach;
- (b) take reasonable steps to stop such Security Breach, to mitigate or contain the effects of the Security Breach, and to prevent its reoccurrence;
- (c) provide reasonable assistance to the Notified Party in determining the extent of the Security Breach;
- (d) if the Notified Party reasonably requests, assist the Notified Party to undertake its own investigation in relation to the Security Breach;
- (e) will, if the Notified Party reasonably requests:
  - (i) assist the Notified Party to notify affected individuals in relation to the Security Breach; and
  - (ii) assist the Notified Party to notify the New Zealand Privacy Commissioner in relation to the Security Breach, and the Notifying Party acknowledges that it will not make any such notifications in relation to the relevant Security Breach without the Notified Party's prior written approval (unless it is required to do so by applicable Laws); and
- (f) in such circumstances, the Notified Party may require the Notifying Party to immediately ensure that any person, third party supplier or subcontractor involved in causing the Security Breach is no longer engaged in undertaking the Programme and that a suitably skilled, qualified and experienced replacement is engaged.

**10.4 Oranga Tamariki Act information sharing:** The Oranga Tamariki Act includes information sharing provisions which came into force on 1 July 2019, intended to support the proactive and early sharing of information by agencies and individuals in the child welfare and protection sector. Information about these provisions is available at: <https://orangatamariki.govt.nz/working-with-children/information-sharing/>. The parties will continue to work together to ensure that information that is shared is done so in accordance with the provisions of the Oranga Tamariki Act and Privacy Laws.

**10.5 Personal Information sharing:** Subject to clauses 10.1 and 10.2, before any Personal Information is shared or exchanged between Oranga Tamariki and Te Rūnanga in connection with this Agreement, Oranga Tamariki and Te Rūnanga will record in writing details of the Personal Information to be shared or exchanged and the purpose(s) for sharing, exchanging or other use of that Personal Information and any agreement they reach on the management (including security) of the information.

**10.6 Protection measures:** Each party will ensure it has appropriate technical and organisational measures to protect all Personal Information used in connection with this Agreement against unauthorised or unlawful access, use or modification, and against accidental loss, destruction, damage, alteration or disclosure. These measures must at least be consistent with generally accepted practice standards in the New Zealand health and disability sector, taking into account the nature and sensitivity of the information.

**10.7 Publication of findings by Oranga Tamariki:** Oranga Tamariki may publish (publicly) or share (including with other Government agencies) data obtained from (or via) Te Rūnanga at an 'aggregated data' and 'de-identified data' level provided that, where such findings will clearly relate to Te Rūnanga (or the whānau it supports), Oranga Tamariki will first obtain the approval of Te Rūnanga (not to be unreasonably withheld or delayed) to such publication or sharing. In this clause, 'data' may include Personal Information made available by Te Rūnanga but Oranga Tamariki must not publish or share that Personal Information made available by Te Rūnanga without the prior approval of Te Rūnanga and, if publication and/or sharing is approved, only in



a manner that is consistent with the consent or approval provided by the person who is the subject of Personal Information.

- 10.8 **Publication of findings by Te Rūnanga:** Te Rūnanga may publish (publicly) or share data obtained from (or via) Oranga Tamariki at an 'aggregated data' and 'de-identified data' level provided that, where such findings will clearly relate to Oranga Tamariki (or the whānau it supports), Te Rūnanga will first seek the approval of Oranga Tamariki (not to be unreasonably withheld or delayed) to such publication or sharing. In this clause, 'data' may include Personal Information made available by Oranga Tamariki but Te Rūnanga must not publish or share that Personal Information made available by Oranga Tamariki without the prior approval of Oranga Tamariki and, if publication and/or sharing is approved, only in a manner that is consistent with the consent or approval provided by the person who is the subject of Personal Information.
- 10.9 **Internal research:** Oranga Tamariki may use and analyse all data obtained from (or via) Te Rūnanga for its own internal research and learning and development purposes provided Te Rūnanga is appropriately consulted on the use of such data.

## 11 Confidentiality

- 11.1 **Safeguarding Confidential Information:** Each party confirms that it has adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use by third parties, and that it will not use or disclose the other party's Confidential Information to any person or organisation other than:
- (a) to the extent that the disclosure or use is:
    - (i) necessary to perform its obligations, or to exercise its rights, under or in relation to this Agreement; or
    - (ii) is expressly authorised by this Agreement;
  - (b) if the other party gives prior written approval to the use or disclosure;
  - (c) in the case of Oranga Tamariki, to allow it to provide information at the request of any other Government agency for the purpose of allowing the recipient to assess the Programme, Projects, Deliverables, Outputs, work, findings or recommendations of Oranga Tamariki provided Te Rūnanga has given prior approval to such disclosure (such approval not to be unreasonably withheld);
  - (d) in the case of Oranga Tamariki, to allow it to provide information to the Minister;
  - (e) in the case of Te Rūnanga, to allow it to provide information to Papatipu Rūnanga (and related and associated entities);
  - (f) in the case of Te Rūnanga, to allow it to provide information to Ngāi Tahu Whānui in relation to this Agreement or its performance, provided Oranga Tamariki has given prior written approval (such approval not to be unreasonably withheld);
  - (g) if the use or disclosure is required by any Laws (including under the Official Information Act 1982) or parliamentary convention; or
  - (h) in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the parties;
- 11.2 **Confidentiality undertaking:** If this Agreement permits disclosure of any Confidential Information to any third party (including any nominee appointed by Oranga Tamariki under clause 8.4), Te Rūnanga and Oranga Tamariki (as applicable) may only disclose that

Confidential Information to that third party if it first obtains a written confidentiality undertaking from that third party in terms substantially similar to those set out in this clause.

11.3 **Disclosure to Personnel:** To avoid doubt, Personnel of Oranga Tamariki or Te Rūnanga are not third parties for the purpose of clause 11.2. Each party may disclose Confidential Information to Personnel who need to know such information for the purposes of this Agreement, provided each party ensures that its Personnel:

- (a) are aware of the confidentiality obligations in this Agreement; and
- (b) do not disclose or use the Confidential Information except as allowed by this Agreement.

## 12 Publicity

12.1 **Media releases:** Either party may make media statements as they consider reasonably appropriate in relation to this Agreement and its performance, provided that, except as required by any Laws, before making any public or media statements or issuing press releases regarding either or both of this Agreement or the Programme, each party will (to the extent practicable in the circumstances) consult the other party and will implement any changes reasonably requested by that other party.

## 13 Programme Learnings and Intellectual Property

13.1 **General:** Subject to clauses 13.2 and 13.3, each party acknowledges and agrees that the other party (and its licensors) will retain ownership of all Intellectual Property Rights developed independently of this Agreement and the Programme (including all Pre-existing IP) and that all new Intellectual Property Rights developed in connection with this Agreement or the Programme (**New IP**) will vest with the party that created those Intellectual Property Rights.

13.2 **Limited Licence of Oranga Tamariki IP:** Subject to clause 13.4, Oranga Tamariki only grants to Te Rūnanga a perpetual, irrevocable, royalty-free and non-exclusive licence to use, copy, modify and distribute any IP of Oranga Tamariki that is required for the performance of this Agreement, for any purpose connected with:

- (a) the performance of this Agreement; or
- (b) the improvement of the systems of Te Rūnanga.

13.3 **Limited Licence of Te Rūnanga IP:** Subject to clause 13.4, Te Rūnanga only grants to Oranga Tamariki a perpetual, irrevocable, royalty-free and non-exclusive licence to use, copy, modify and distribute all IP of Te Rūnanga that is required for the performance of this Agreement (**Licensed Te Rūnanga IP**), in any one or more of the following circumstances:

- (a) in cases where Te Rūnanga provides express consent in writing (which may be limited to the use of specified Licensed Te Rūnanga IP for specified purposes); or
- (b) where there is collective benefit to the tamariki, rangatahi and whānau of New Zealand in being able to share ideas and learnings to inform the development and continuous improvement of the systems of Oranga Tamariki, provided that Oranga Tamariki gives Te Rūnanga advance notice of the proposed use and at any time before or after the use of any IP for this purpose (**Specified IP**), Te Rūnanga may notify Oranga Tamariki in writing that the Specified IP is not to be used for such purpose, and if so notified Oranga Tamariki must cease using it for that purpose from the date of notification; or
- (c) for internal purposes, including for the purpose of briefing the Minister; or
- (d) for the purpose of complying with any Laws.

13.4 **Modification of IP:** Each party agrees that it will not modify IP owned by the other party without obtaining the prior written consent of the other party (which will not be unreasonably withheld).

13.5 **Acknowledgements regarding lessons learned:** Each party acknowledges and agrees that:

(a) each party may modify, enhance or further develop its own Intellectual Property Rights as a result of knowledge, insight or know-how gained or learned from the Programme on the basis that the other party will:

(i) not have any rights in or to the first party's Intellectual Property Rights as a result of the other party contributing to that knowledge, insight or know-how; and

(ii) remain entirely free to use (including to modify or further develop) that knowledge, insight or know-how itself; and

(b) nothing in this Agreement will restrict either party from developing or using any techniques, ideas, concepts, or know-how relating to methods or processes of general application.

13.6 **No breach of the rights of others:** Both parties warrant that, in the course of giving effect to this Agreement, they will not infringe the Intellectual Property Rights or any other rights of any third party.

## 14 **Liability**

14.1 **Loss of profit and revenue and consequential and indirect losses:** Neither party is liable for any loss of profit, loss of revenue or other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement.

14.2 **Maximum liability of Oranga Tamariki:** The maximum liability of Oranga Tamariki under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is limited to:

(a) in relation to its obligation to pay the Funding, the amount of Funding not paid that is due and payable to Te Rūnanga under this Agreement;

(b) in relation to any other act or omission, a total aggregate maximum amount for all such claims of \$5,000,000.

14.3 **Maximum liability of Te Rūnanga:** The maximum liability of Te Rūnanga under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is limited to:

(a) in relation to a breach of its obligation to carry out the Programme, if Te Rūnanga has been paid Funding for parts of the Programme that have not yet been completed, the amount of that Funding;

(b) in relation to any other act or omission, a total aggregate maximum amount for all such claims of \$5,000,000.

## 15 **Programme Changes**

15.1 **Minor changes:** The Relationship Managers may jointly approve minor (with the Joint Oversight and Advisory Committee deciding what is "minor" if the Relationship Managers cannot agree) adjustments or alterations to the Deliverables, Outputs or Delivery Dates for a Project.

15.2 **Process for other changes:** For all other changes not covered by clause 15.1, the following process will apply:

- (a) the party requesting the change will provide a written description of what the proposed change involves and its feasibility and impact, including as to the amount of Funding, the delivery of Deliverables and Outputs and meeting Delivery Dates and the details of any necessary variation of the Agreement to document the change (**Variation Request**);
- (b) the Variation Request will address the following factors where they are relevant:
  - (i) considering the requested alteration from the perspective of each party;
  - (ii) aligning the proposal with each party's strategic objectives; and
  - (iii) ensuring that any variation does not result in an unfair financial burden for either party;
- (c) the parties' Relationship Managers will then submit the Variation Request to the parties' Chief Executives who can jointly agree, decline or amend the requested change, resolve any areas of difference between the parties and make any other directions appropriate; and
- (d) where the parties' Chief Executives approve a requested change, that change will be implemented and documented as appropriate.

15.3 **No obligation to agree to changes:** To avoid doubt, neither party is required to agree to a requested change proposed by the other party. If the parties do not agree to a requested change, this Agreement will continue unchanged.

## 16 Non-Completion of the Programme

16.1 **Remedy Plan to be made in event of non-completion:** Without limiting any other rights or remedies, if Te Rūnanga does not complete the Programme in accordance with this Agreement, including meeting any milestones, or achieving any Deliverables or any Outputs (including achieving any Output by its Delivery Date), the parties will consult with each other kanohi ki te kanohi and will agree a Remedy Plan within a reasonable time frame (not to be longer than 20 Business Days).

16.2 **Recovery, reduction or suspension of payments:** Where a Remedy Plan is not being complied with to the effect that the Programme continues to be uncompleted in accordance with this Agreement, and having given Te Rūnanga a reasonable amount of time (as set out in the Remedy Plan, but not to be longer than 20 Business Days) to give effect to the Remedy Plan, Oranga Tamariki may:

- (a) suspend or delay payment of a portion of the amount of the Funding to be paid on subsequent payment dates until the obligations of Te Rūnanga under the Remedy Plan are performed; or
- (b) require Te Rūnanga to:
  - (i) repay a portion of the Funding already paid to Te Rūnanga; or
  - (ii) reduce the amount of the Funding to be paid on subsequent payment dates.

16.3 **Determination of amount:** Any amount to be repaid, reduced, suspended or delayed pursuant to clauses 16.2 or 17.3(d) will be determined by the parties in accordance with clause 18 taking into account the extent of the Programme completed to date and the circumstances relevant to the suspension or delay in payment.

16.4 **Time for repayment:** Te Rūnanga must repay Oranga Tamariki within 30 days of the date of determination of the amount to be repaid pursuant to clause 16.3.

16.5 **Remedy Plan:** If the parties enter into a Remedy Plan:

- (a) both parties will perform the tasks specified for it (if any) under the Remedy Plan;
- (b) neither party will exercise rights under clauses 16.2, 17.2 or 18 in respect of, or as a result of, matters addressed by the Remedy Plan while the Remedy Plan is being complied with; and
- (c) if either party fails to comply with the Remedy Plan, the other party may then exercise any of its rights under clauses 16.2, 17.2 or 18, without first being obligated to enter a new or amended Remedy Plan.

## 17 **Termination**

17.1 **Termination for convenience:** Either party may terminate this Agreement for any reason whatsoever by giving the other party at least 6 months' prior written notice (or such other period agreed by the parties in writing).

17.2 **Termination for breach:** Either party may terminate this Agreement immediately by notice to the other party if:

- (a) subject to clause 16.5, the other party commits a breach of this Agreement and such breach is not remedied within 30 days (or such longer period agreed by the parties in writing) of receiving written notice of the breach; or
- (b) the other party ceases or threatens to cease to carry on most or all of its business operations, becomes insolvent or suffers any analogous event; or
- (c) the other party fails to comply with a Remedy Plan.

17.3 **Consequences of termination or expiry:** If this Agreement is terminated or expires in accordance with its terms:

- (a) such termination or expiry will not affect the rights of a party that accrued prior to the date of termination or expiry;
- (b) Te Rūnanga must stop work on the Programme from the date of termination or expiry of this Agreement;
- (c) subject to clause 18.2, Oranga Tamariki will pay Te Rūnanga for those parts of the Programme completed up to the date this Agreement is terminated or expires;
- (d) Te Rūnanga will repay Oranga Tamariki that portion of the Funding already paid to Te Rūnanga for parts of the Programme not completed (and that will not be provided as a consequence of termination or expiry of this Agreement) and clauses 16.3 and 16.4 will apply to any repayments under this clause 17.3(d).

17.4 **Survival:** Clauses 1 (Definitions and Interpretation), 8.4(Record Keeping), 10 (Personal Information and Publication of Findings), 11 (Confidentiality), 12 (Publicity), 13 (Programme Learnings and Intellectual Property), 14 (Liability), 16 (Non-Completion of the Programme), 17 (Termination), 18 (Dispute Resolution) and 19 (General Terms) all survive termination or expiry of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions.

## 18 Dispute Resolution

- 18.1 **Prompt resolution:** The parties will promptly bring any problems, issues or incidents that arise in the performance of this Agreement to each other's attention through the Relationship Managers.
- 18.2 **Dispute notice:** If any party wishes to raise a dispute relating to this Agreement (**Dispute**), it may do so by giving written notice to the other party detailing the nature of the dispute (**Dispute Notice**).
- 18.3 **Resolution by Relationship Managers:** The Relationship Managers of the parties will try to resolve the Dispute in the first instance kano ki te kano ki in accordance with the Partnership Principles set out in the Strategic Partnership Agreement.
- 18.4 **Referral to mediation:** If the Relationship Managers cannot resolve the Dispute within 30 days of receiving the Dispute Notice, any party may by written notice to the other party refer the Dispute to mediation.
- 18.5 **Conduct of mediation:** If a Dispute is referred to mediation, the mediation will be conducted:
- (a) by a single mediator agreed by the parties, or if they cannot agree within 10 Business Days of referring the Dispute to mediation, appointed by the Chairperson of the Resolution Institute (or its successor entity); and
  - (b) on the terms of the Resolution Institute's Mediation Rules (available at [www.resolution.institute](http://www.resolution.institute)).
- 18.6 **Continuing to perform obligations:** Each party will continue to perform its obligations under this Agreement as far as practical given the nature of the Dispute.
- 18.7 **Remedy Plan:** If the parties enter into a Remedy Plan pursuant to clause **Error! Reference source not found.** in relation to a matter covered by a Dispute Notice, then that part of the Dispute under the Dispute Notice which is dealt with in the Remedy Plan will be deemed to be resolved, provided that if the Remedy Plan is breached then that may constitute a new Dispute for which a new Dispute Notice may be served pursuant to clause 18.2.
- 18.8 **Court proceedings:** No party may commence any court proceedings in respect of a Dispute unless it has first complied with clauses 18.1 to 18.5 (inclusive), unless those court proceedings are necessary to preserve its rights.

## 19 General Terms

- 19.1 **Force majeure:** Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the party's reasonable control including, acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement (**Force Majeure Event**). The party affected must:
- (a) notify the other party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
  - (b) use its best endeavours to overcome the Force Majeure Event; and
  - (c) continue to perform its obligations as far as practicable.
- 19.2 **Variation process:** This Agreement may be varied with the written agreement of both parties.

- 19.3 **No agency or other relationship:** Neither party has the right to legally represent the other party or to enter into any commitment on behalf of the other party. The terms 'partner' and 'partnership' are used in this Agreement to capture the collaborative nature of the Programme. Nothing in this Agreement will constitute a partnership, principal-agent, employment or joint venture relationship between the parties (including their employees, agents and contractors) or gives rise to a fiduciary obligation.
- 19.4 **Counterparts:** This Agreement may be signed in any number of counterparts (including electronic pdf copies delivered by email) and provided that each party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the parties.
- 19.5 **Assignment:** No party may not assign, novate or transfer its rights or obligations under this Agreement without first obtaining the permission of the other party and such permission will not be unreasonably withheld. This clause does not prevent Te Rūnanga from sub-contracting with relevant parties as Te Rūnanga considers appropriate to perform its obligations under this Agreement.
- 19.6 **Comply with Laws:** The parties will comply with all Laws applicable to them and their activities and not cause the other to breach any Law that relates to the carrying out of the Programme under this Agreement.
- 19.7 **Entire agreement:** This Agreement records the entire agreement between the parties in relation to the completion of the Programme by Te Rūnanga under this Agreement and supersedes all previous oral or written agreements, arrangements, understandings and representations concerning the same subject matter.
- 19.8 **Enforceability:** If any clause of this Agreement is held to be illegal, invalid or unenforceable, it will be removed from this Agreement without affecting any other clause.
- 19.9 **Waiver:** The failure or delay by Oranga Tamariki or Te Rūnanga to exercise or enforce any right under this Agreement will not operate as a waiver of that right, unless such waiver is recorded in writing and sent to the relevant party by the party waiving that right.
- 19.10 **Notices:**
- (a) Each notice or other communication under this Agreement will be made in writing and delivered by post, personal delivery or email to the addressee at the addressee's postal address, physical address or email address (as applicable), marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the addressee.
  - (b) A notice or other communication will be deemed to be received:
    - (i) in the case of a letter sent to the addressee's postal address, on the fifth Business Day after posting;
    - (ii) in the case of personal delivery, on receipt; and
    - (iii) in the case of email at the time the email leaves the communications system of the sender, provided that the sender:
      - (A) does not receive any error message relating to the sending of the email at the time of the sending; and
      - (B) has obtained confirmation that the email has been delivered to the recipient (which confirmation may be in the form of an automated delivery receipt from the communications system of the recipient), on the day on which it is dispatched or,

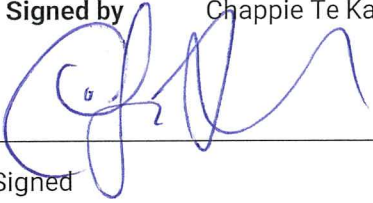
if dispatched after 5 p.m. (in the place of receipt) on the next Business Day after the date of dispatch.

19.11 **Governing law and jurisdiction:** This Agreement will be governed and interpreted in accordance with the laws of New Zealand. The New Zealand courts have exclusive jurisdiction.

### Signed by the parties

#### Oranga Tamariki—Ministry for Children

Signed by Chappie Te Kani

  
Signed

Secretary for Children

22/10/21  
Date

#### Te Rūnanga o Ngāi Tahu

Signed by Arihia Bennett

  
Signed

Chief Executive

Te Rūnanga o Ngāi Tahu

22/10/21  
Date



## Schedule 1

### System Outcomes

<p><b>Outcome (Population)</b></p> <p>By completing the Programme under this Agreement, Te Rūnanga will be contributing towards the following Oranga Tamariki—Ministry for Children outcomes:</p> <ul style="list-style-type: none"> <li>• Safety – children are not hurt as the result of our actions or inaction;</li> <li>• Stability – children are in a consistent, supportive, loving environment;</li> <li>• Security – children have access to essential resources and services;</li> <li>• Wellness – children are supported to reach their potential and connect with the wider community;</li> <li>• Development – children are achieving their potential; and</li> <li>• Thriving independence – children and families are successful in their transition out of direct help from Oranga Tamariki.</li> </ul>
<p><b>Te Rūnanga outcomes (Outcomes Framework):</b></p> <p><b>Te Rūnangatanga (Culture and Identity)</b></p> <ul style="list-style-type: none"> <li>• Intergenerational transfer of a strong vibrant Te Rūnanga culture.</li> </ul> <p><b>Oranga (Health and Wellbeing)</b></p> <ul style="list-style-type: none"> <li>• Increase in equitable health outcomes for Te Rūnanga whanau</li> <li>• Te Rūnanga whānau individual income is at or above the national average.</li> </ul> <p><b>Mātauranga (Knowledge)</b></p> <ul style="list-style-type: none"> <li>• Whānau are enabled to achieve educational success as Te Rūnanga.</li> </ul> <p><b>Te Ao Tūroa (Natural Environment)</b></p> <ul style="list-style-type: none"> <li>• Te Rūnanga have increased rights and interests that enable greater protection, access, use and engagement with Te Ao Tūroa as the recognised kaitiaki.</li> </ul> <p><b>Papatipu Rūnanga (Local Development)</b></p> <ul style="list-style-type: none"> <li>• Papatipu Rūnanga are enabled to enact rangatiratanga to best support their interests.</li> </ul>

Description of Projects	Funding
<p><b>Whanau Awareness Campaign</b> Building public awareness of tamariki wellbeing, sharing knowledge with whānau, and improving access to supports to enable and assist whānau to lead themselves on their own journeys - Te Rūnanga promotes a Positive Social Environment for wellbeing of tamariki and whanau as more particularly described in section 7 of the Business Plan.</p>	<p style="text-align: right;"><b>Total \$4,431,283</b></p> <p style="text-align: right;">(\$3,449,617 – F2022 \$577,000 – F2023 \$404,667 – F2024)</p>
<p><b>Provider Services and Capability</b> Establishing and enhancing the internal capacity and capability within Te Rūnanga affiliated provider organisations that respond to whānau needs and aspirations, and provides opportunities to strengthen and sustain whānau rangatiratanga - Te Rūnanga provides a range of quality and culturally appropriate iwi and Māori services to meet whānau needs across the takiwā as more particularly described in section 8 of the Business Plan.</p>	<p style="text-align: right;"><b>Total \$16,671,207</b></p> <p style="text-align: right;">(\$2,477,813 - F2022 \$8,233,520 – F2023 \$5,959,874 – F2024)</p>
<p><b>Whanau Interaction Hub</b> Providing early support, information, and advice to tamariki and whānau who are seeking services or support - Te Rūnanga and their partners facilitate improved access to people, information, resources, and services that meets the needs and aspirations of tamariki and whānau as more particularly described in section 9 of the Business Plan.</p>	<p style="text-align: right;"><b>Total \$1,296,400</b></p> <p style="text-align: right;">(\$585,000 – F2022 \$711,400 – F2023)</p>
<p><b>Social Workforce Development</b> Improving social work practice and building cultural competence, responsiveness, and awareness of the workforce - Te Rūnanga develops and approves Quality of Practice that is responsive to the needs of tamariki and whānau in the takiwā as more particularly described in section 10 of the Business Plan.</p>	<p style="text-align: right;"><b>Total \$108,333</b></p> <p style="text-align: right;">(\$33,000- F2022 \$75,333- F2023)</p>
<p><b>Project Resources</b> Resources to support the design and delivery of workstream initiatives. These resources will have the workforce development, organisational design, service design and business analysis skillset required to create integrated solutions across operating model domains, while creating the space for locally led innovation in the community enhance services and develop solutions to fill current service gaps. Project resources will work hand in hand with providers.</p>	<p style="text-align: right;"><b>Total \$3,083,958</b></p> <p style="text-align: right;">(\$876,902 F2022 \$1,592,763 F2023 \$570,793 F2024 \$43,501 F2025)</p>
<p><b>Additional Costs*</b> Backfill, enhancements to data infrastructure (storage, data capture) and reporting tools</p>	<p style="text-align: right;"><b>Total \$400,000</b></p> <p style="text-align: right;">(\$400,000 F2022)</p>
<p><b>Total maximum Funding</b></p>	<p style="text-align: right;"><b>\$25,911,182</b></p>

Please note these payments exclude GST.

## Schedule 3

### Reporting

Project	Reporting Required	Date Due	Period Covered by the Report
<b>Quarterly Reporting</b>			
Whānau Awareness Campaign	Copy of the report against Milestones described in Section 7.3 of the Business Plan and reported to the Joint Oversight and Advisory Committee quarterly.	20 October	1 July to 30 September
		05 December	1 July to 30 November
		21 April	1 July to 31 March
Provider Services and Capability		10 July	1 July to 30 June
Early Support – Whānau Interaction Hub			
Social Workforce Development	Copy of the report against Milestones described in Section 10.3 of the Business Plan and reported to the Joint Oversight and Advisory Committee quarterly.		
<b>Six Monthly Reporting</b>			
Whānau Awareness Campaign	Copy of report against Campaign Outcomes (including success measures) described in Section 7.3 and 7.6 of the Business Plan and reported to the Joint Oversight and Advisory Committee six monthly.	10 December	01 July to 30 November
		10 July 10	1 July to 30 June
Provider Services and Capability	Copy of report against Provider Services and Capability (including success measures) described in Section 8.3		

Project	Reporting Required	Date Due	Period Covered by the Report
	and 8.6 of the Business Plan and reported to the Joint Oversight and Advisory Committee six monthly.	10 December	
Early Support – Whānau Interaction Hub	Copy of report against Provider Services and Capability (including success measures) described in Section 9.3 and 9.6 of the Business Plan and reported to the Joint Oversight and Advisory Committee six monthly.	10 July	
Social Workforce Development	Copy of report against Social Workforce Development (including success measures) described in Section 10.3 and 10.6 of the Business Plan and reported to the Joint Oversight and Advisory Committee six monthly.		
<b>Annual Reporting</b>			
All Projects	<p>An annual financial report showing the actual expenditure against the projected budget.</p> <p>A narrative report summarising key achievements during the period, changes or delays (including plans to bring back on track) to project activity.</p> <p>A copy of the Evaluation Report (when published) including the insights and lessons learned through these evaluations as described in Section 6.6 of the Business Plan.</p> <p>Copy of project financial reporting as provided to Joint Oversight and Advisory Committee 6 monthly</p>	<p>10 December</p> <p>10 July</p> <p>10 December</p> <p>10 July</p>	1 July to 30 June

**Schedule 4**  
**Payment Instalments**

<i>Payment Number</i>	<i>Payment Date</i>	<i>Instalment Amount</i>
1	On execution of this Agreement	\$7,822,332.00
2	20 July 2022	\$11,190,016.00
3	20 July 2023	\$6,935,334.00
4	20 July 2024	\$43,501.00
Total		\$25,991,182

Please note these payments exclude GST.

**Schedule 5**  
**Te Rūnanga Business Plan**

See attached.