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**PARTNERSHIP AGREEMENT**

**BETWEEN**

**NGĀ WAIHUA O PAERANGI**

**TRUST (NGĀTI RANGI)**

**AND**

**KĀINGA ORA – HOMES AND**

**COMMUNITIES (Kāinga Ora)**

Ngāti Rangī are located at the western and southern foot of Mount Ruapehu and have approximately 3000 registered beneficiaries. The principal townships within their area of interest are Ohakune, Raetihi and Waiouru. The Whangaehu River is a culturally significant awa for Ngāti Rangī and neighbouring iwi.

Ngā Waihua o Paerangi Trust (Ngāti Rangī) want to establish a relationship with Kāinga Ora through a Partnership Agreement which is formally agreed to; mutually inclusive and supports our collective goals.

## 1 PURPOSE

1.1 This Partnership Agreement formalises the relationship between Kāinga Ora and Nga Waihua o Paerangi. This Partnership Agreement sets to establish an ongoing co-operative relationship regarding shared areas of interest between Ngāti Rangī and Kāinga Ora. This is premised by Ngāti Rangī's overarching aspiration to pursue wellness for Ngāti Rangī, its hapū, whānau and communities.

It establishes responsibilities to enable the **Parties** to develop and maintain a positive and enduring working relationship that is sustained long term by ensuring that:

- 1.1.1 an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests; and
- 1.1.2 opportunities for collaboration are explored when they arise, including collaboration to enhance the social, cultural, environmental and economic well-being of Ngāti Rangī
- 1.1.3 the key roles and responsibilities the parties have in defined areas of shared interest are specified including but not limited to the sharing of information, and building capacity of staff related to:
  - the renewable energy support package for marae developments and housing;
  - housing development partnerships (eg, Tei Tei Drive);
  - housing navigators / kaiārahi;
  - Te Whare Ahuru (repairs and maintenance)

## 2 NGĀTI RANGI STATEMENT OF VALUES

2.1 Ngāti Rangi are tangata whenua of the Ruapehu rohe.

2.2 In 2014 Ngāti Rangi launched Te Ara ki te Moungaroa, its Strategic Plan to 2035. Ngāti Rangi operates to, holds to, maintains and has the following principles, values, vision and goals:

2.2.1 Ngāti Rangi operates across all their mahi according to the following principles:

Ko te Kahui Maunga te matapuna o te ora - We understand that the Kahui Maunga is the source of our origin and well-being as Ngāti Rangi.

Me karioi te noho - We understand that we, as Ngāti Rangi, are here forever.

Kia mana ai nga korero tuku iho - We understand that the teachings of our tūpuna are upheld.

Ko te anga whakamua ki apopo - We understand that decisions must be future focussed.

2.2.2 Ngāti Rangi holds to the following values across all their mahi:

**Kia MANA ai nga mahi** - To act with integrity and honour.

**Ki mau ai kite MANAAKITANGA** - To care wholeheartedly.

**Kia tika ai to TURANGAWAEWAE** - To be accountable.

**Kia u ai ki nga TIKANGA** - To be duty bound.

**Kia rapu ai i te MEA NGARO** - To unleash potential.

2.2.3 Ngāti Rangi has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

Kia mura ai te ora o Ngāti Rangi nui tonu ki tua atu i te 1,000 tau - That Ngāti Rangi continues to vibrantly exist in 1,000 years.

2.2.4 Ngāti Rangi's goals for housing are described in He Pā Tu, He Pā Ora; Pā Ora ki Ruapehu – Ruapehu Whānau Housing Plan. Pā Ora ki Ruapehu focuses on home ownership by enabling uri, whānau, marae, land organisations and our iwi entities to help build thriving communities with warm, sustainable, and innovative papa kāinga solutions. This is an overarching plan to help guide the collective and to provide support to the various arms of our iwi to realise their aspirations as uri, whānau, hapū, marae, land organisations and iwi entities.

2.2.5 Our vision through Pā Ora ki Ruapehu is Mā te mahi tahi e tū ai te pā ora - working together to build kāinga and thriving communities.

### 3 KĀINGA ORA – HOMES AND COMMUNITIES STATEMENT OF VALUES

- 3.1 Kāinga Ora – Homes and Communities is a special name and it's significant because of the mahi they are set up to do, working in partnership with Māori:

**Kāinga** is about a home, rather than a whare (house).

**Kāinga Ora** is about well-being.

**Kāinga Ora** means: wellbeing through places and communities.

- 3.2 The 2023-24 Statement of Performance Expectations refers to Rautaki Māori o Kāinga Ora: Kāinga Ora Māori Strategy 2021–2026 and Kāinga Ora Strategy 2030. Whai Kāinga Whai Oranga was established to work with iwi and hapū to build new homes for whānau. These strategies lay a foundation for the expression and realisation of Māori aspirations for housing. The intention of co-design was for Kāinga Ora to demonstrate and prioritise co-partnership and base the strategy on the principle of partnership under te Tiriti o Waitangi.

- 3.3 The Values of Rautaki Māori

- Mana Motuhake Māori autonomy
- Te Tiriti o Waitangi Māori and Crown partner to deliver better outcomes for whānau
- He kura kāinga, he kura whānau: Whānau at the centre
- He waka hourua Authentic and equitable partnerships
- Kia manawaroa Persistence and resilience
- He mana tō te kupu Consistent and timely follow-through

- 3.4 The goals of te Rautaki Māori o Kāinga Ora are:

- all Māori are housed in safe and affordable homes
- significant and efficient scaling of increased housing options for Māori
- Māori-led solutions to Māori issues with the support of government.

- 3.5 Kāinga Ora has an obligation to work with iwi and Māori to build and support genuine, meaningful and enduring partnerships that enable opportunities for Māori to both lead, deliver and contribute to housing solutions on their whenua, and to participate in urban development projects.

#### 4 RELATIONSHIP PRINCIPLES

- 4.1 This Partnership Agreement between Kāinga Ora and Ngā Waihua o Paerangi will operate under the following principles:
- kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;
  - maintain a 'no surprises' approach;
  - acknowledge that the relationship is evolving, not prescribed;
  - building opportunities to advance the aspirations of Ngāti Rangi including (but not limited to) those aspirations set out in Deed of Settlement
  - work in a spirit of cooperation and whakawhānaungatanga to achieve joint outcomes;
  - address issues and discuss disagreements openly, directly, and confidently when they arise;
  - respect the independence of the Parties and their individual mandates, roles and responsibilities; and
  - recognise and acknowledge that the Parties benefit from working together by sharing their vision, knowledge and expertise.
- 4.2 This Partnership Agreement is intended to establish a formal relationship and enhance the existing relationships that exist between Kāinga Ora and Ngā Waihua o Paerangi.
- 4.3 The commitments of Kāinga Ora under this Partnership Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of Kāinga Ora and the government of the day.
- 4.4 The commitments of Ngā Waihua o Paerangi under this Partnership Agreement are limited to the extent that they are within its capability, resources and priorities.
- 4.5 In accordance with the principles listed at 4.1, the limitations expressed above in clauses 4.3 and 4.4 do not preclude either party from agreeing to explore other opportunities beyond those limitations on a no prejudice basis.

## 5 NGĀTI RANGI ASPIRATIONS FOR THE RELATIONSHIP WITH KĀINGA ORA

- 5.1 Ngāti Rangi considers that strong and resilient whānau results in strong and resilient hapū and marae, in turn creating strong and resilient iwi and communities. Ngāti Rangi's aspiration is to achieve absolute well-being for Ngāti Rangi whānau.
- 5.2 A critical aspiration for Ngāti Rangi is to develop a Partnership Agreement with Kāinga Ora outlining the roles and responsibilities of the relationship.
- 5.3 Ngāti Rangi seeks a relationship with all parties to Te Kopae (clause 11) in order to assist with Ngāti Rangi's aspiration of achieving absolute well-being for Ngāti Rangi whānau.

## 6 THE ROLE OF KĀINGA ORA

- 6.1 The vision of Kāinga Ora is '*Building better, brighter homes, communities and lives*. Kāinga Ora's core purpose as an organisation is to make a positive difference in people's lives.
- 6.2 Kāinga Ora's relationship with Ngāti Rangi is predetermined by existing district and other administrative boundaries of central and local government which cross through Ngāti Rangi's rohe (i.e. geographic area of interest).
- 6.3 Kāinga Ora is working towards its focus areas of:

### Tenancy and Urban Development

- Kāinga Ora provides tenancy services to nearly 200,000 customers and their whānau and owns, manages and maintains some 70,000 public houses while also providing home ownership products and other services. Kāinga Ora is focusing on prioritising customers' wellbeing, and provide customers with good quality, warm, dry and healthy homes.
- Kāinga Ora is also focused on delivering quality urban developments that connect homes with jobs, transport, open spaces and the facilities that communities need. This includes accelerating the availability of build-ready land, and building a mix of housing including public housing, affordable housing, homes for first home buyers and market housing of different types, sizes and tenures.

### Partnering

- Kāinga Ora cannot do all this alone. Kāinga Ora partners with others, including councils, government agencies, local government, Māori, infrastructure providers, private developers, and community housing providers. Kāinga Ora will enable and complement, rather than compete with, the private market. One of the key functions is to understand, support and enable Māori aspirations for urban development. This means operating in a way that provides for early and meaningful engagement with Māori when doing urban development, understanding Māori perspectives and the active pursuit of opportunities for Māori to participate in urban development.

### Public Housing

- Kāinga Ora and the Ministry of Housing and Urban Development have complementary roles in housing and urban development. The Ministry is responsible for leadership in the housing and urban development system, policy, monitoring and advising the Government on strategic direction. Kāinga Ora also works closely with the Ministry of Social Development, which is responsible for working with people who need housing, income and employment support and helping people access and sustain long-term accommodation, and help meet the cost of short-term, emergency accommodation.

## 7 COMMUNICATION

- 7.1 Kāinga Ora will maintain effective and efficient communication with Ngā Waihua o Paerangi on a continuing basis through:
- relationship meetings held to advance clause 1.1;
  - information sharing in accordance with clause 9;
  - maintaining information on Ngā Waihua o Paerangi's office holders, and their addresses and contact details;
  - providing a primary contact at Kāinga Ora for Ngā Waihua o Paerangi who will act as a liaison person with other Kāinga Ora staff;
  - providing reasonable opportunities for Ngā Waihua o Paerangi to meet with relevant staff to discuss and (if possible) resolve any issues that may arise; and informing relevant Kāinga Ora staff of the contents of this Partnership Agreement and their responsibilities and roles under it.
- 7.2 Kāinga Ora will engage with the Ngā Waihua o Paerangi in good faith where a policy or programme, within the responsibilities of Kāinga Ora, will directly impact Ngāti Rangi at the earliest opportunity.

## 8 RELATIONSHIP MEETINGS

- 8.1 The Parties agree that a senior representative of Ngā Waihua o Paerangi and Kāinga Ora will participate in quarterly relationship meetings.
- 8.2 Kāinga Ora's representative will be Graeme Broderick, Regional Director and **9(2)(a)** **9(2)(a)** Principal Advisor Te Kurutao Group Maori. However, if they are unable to attend, they will send an appropriate senior member of their leadership team who is delegated to make decisions upon their behalf. Ngā Waihua o Paerangi will be represented by their PouĀrahi, Helen Leahy and Pou Whirinaki, **9(2)(a)** **9(2)(a)** or delegated members of the senior leadership team, if and as required.
- 8.3 Before each relationship meeting held in accordance with clause 8.1, representatives of Ngā Waihua o Paerangi and Kāinga Ora will agree administrative arrangements for the meeting including the agenda. Agenda items could include:
- any legislative or policy developments of interest to or affecting Ngāti Rangi;
  - opportunities for collaboration between Kāinga Ora and Ngāti Rangi;
  - any matters arising in relation to the stated areas of shared interest until such a time there is an agreed to Partnership Agreement outlining responsibilities
  - any matters arising in relation to the signed Partnership Agreement (when created); and
  - any other matters of mutual interest.
- 8.4 Each Party will meet the costs and expenses of its representatives attending relationship meetings.

- 8.5 The first relationship meeting will take place within three months of a written request by Ngā Waihua o Paerangi.
- 8.6 The Parties may, over certain periods of time, mutually agree not to hold relationship meetings. Other meetings may be held from time to time between Kāinga Ora staff and Ngā Waihua o Paerangi as mutually agreed.

## **9 INFORMATION SHARING**

- 9.1 Kāinga Ora and Ngā Waihua o Paerangi recognise the mutual benefit of mutual information exchange.
- 9.2 Kāinga Ora and Ngā Waihua o Paerangi will use their best endeavours to share information in relation to, but not limited to, entities who have a formal relationship with and are in the Ngāti Rangi area of interest and statistics and other data of relevance to Ngāti Rangi. Any information that is shared is subject to clauses 13 and 14.
- 9.3 Kāinga Ora is committed to sharing with Ngā Waihua o Paerangi meaningful and relevant details of the current activities under this Partnership Agreement and seeking out further opportunities to partner for shared outcomes.
- 9.4 Kāinga Ora is committed to providing up-to-date information about changes to the Partnership Agreement in a transparent and timely manner.
- 9.5 Kāinga Ora is committed to providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Partnership Agreement. Types of information that Kāinga Ora may share with Ngāti Rangi include (but are not limited to) the following:
- Population statistics - providing relevant data, information and emerging trends
  - Employment and labour market intelligence (including any potential opportunities for joint initiatives).
  - Social Investment data on key outcomes in the role of Ngāti Rangi.
  - Funding opportunities for community development initiatives

## **10 PARTNERSHIP AGREEMENT**

- 10.1 Kāinga Ora representatives will meet with Ngāti Rangi quarterly and go over the Partnership Agreement and any new Initiatives, policies or processes that may be of interest to Ngāti Rangi
- 10.2 Ngāti Rangi will meet with Kāinga Ora staff, regarding defined areas of shared interest including but not limited to the sharing of information and building capacity of staff related to:
- the renewable energy support package for marae developments and housing;
  - housing developments partnerships (eg, Tei Tei Drive);
  - housing navigators / kaiārahi;
  - Te Whare Ahuru (repairs and maintenance)



## 11 TE KOPAE

- 11.1 Te Kopae is a collective framework for relevant Crown agencies and Ngā Waihua o Paerangi who will work collaboratively on matters of common interest within the rohe of Ngāti Rangi. It is intended to identify and harness opportunities to promote the economic and social well-being of Ngāti Rangi and the wider region and enable Ngāti Rangi to support and contribute to the same.
- 11.2 Te Kopae will be developed collaboratively by relevant Crown agencies and Ngā Waihua o Paerangi subject to the resourcing, work programmes and priorities of the relevant Crown agencies and any other matters. It is envisaged that the development phase of Te Kopae will include:
- the exchange of information and identification of opportunities for co-operation in respect of social and economic initiatives; and
  - agreeing an approach for the establishment and implementation of Te Kopae.
- 11.3 Te Kopae may be modified from time to time as agreed between Ngā Waihua o Paerangi and participating Crown agencies.
- 11.4 Kāinga Ora is committed to contributing to the development and activities of Te Kopae.

## 12 CONTACTS

- 12.1 The contact person for Ngā Waihua o Paerangi for all matters relating to this Partnership Agreement is the Chief Executive.
- 12.2 The contact person for Kāinga Ora for all matters relating to this Partnership Agreement is the Regional Director.
- 12.3 The contact persons named in clauses 8.2, 12.1 and 12.2 may change from time to time and Kāinga Ora and Ngā Waihua o Paerangi agree to update each other as and when this occurs.

## 13 SPECIAL CONDITIONS

- 13.1 Provisions in this Partnership Agreement are to be read subject to any Chief Executive, Ministerial or cabinet directives, and any applicable law, including the Privacy Act 2020.

## 14 OFFICIAL INFORMATION

- 14.1 Kāinga Ora is subject to the requirements of the Official Information Act 1982 ("OIA").
- 14.2 Kāinga Ora and its Governance may be required in accordance with the OIA to disclose information that it holds relating to this Partnership Agreement. (e.g. relationship meeting minutes).
- 14.3 Kāinga Ora will notify Ngā Waihua o Paerangi and seek its views before releasing any information relating to this Partnership Agreement. To avoid doubt, any comments Ngā Waihua o Paerangi wishes to make must be provided to Kāinga Ora in a timely fashion, so that Kāinga Ora is able to meet the statutory timeframes for responding to the relevant request for information.

## 15 CONFIDENTIALITY

- 15.1 The provisions of this Partnership Agreement are strictly confidential to the Parties. Neither party may disclose or permit to be disclosed any provision of, or any information (and particularly any financial information) relating to this Relationship Agreement or any variation to it, to any person or entity not a party without first obtaining the written consent of the other party as to both the person or entity to whom disclosure is to be made and the terms of such disclosure. The consenting party may prior to giving their consent, insist that the recipient of the confidential information execute a confidentiality agreement in a form acceptable to the person from whom consent is required.
- 15.2 If a party becomes legally compelled to make disclosure of any provision of, or any information relating to this relationship Agreement, that party shall:
- a) immediately notify the other party in writing,
  - b) Only disclose information to the extent legally required; and
  - c) use the party's reasonable endeavours to obtain a written undertaking from the person to whom it is disclosed that the information shall be treated as strictly confidential.
- 15.3 In the event that either party breaches the provisions of this Confidentiality clause, which is of paramount importance, then the other party may take all necessary and immediate action to:
- a) prevent further breaches; and
  - b) to seek redress from the party who has breached confidentiality; and
  - c) may terminate this relationship Agreement.
- 15.4 "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 reasonably ought to know that it is confidential; or
  - e) is commercially sensitive to either Party.

## 16 PROBLEM RESOLUTION

- 16.1 If a problem arises in relation to this Partnership Agreement that cannot be resolved by the contact person at clause 12 it shall be escalated to the Chair of Te Totarahoe o Paerangi and the Deputy Chief Executive, Māori of Kainga Ora.

## 17 FEES (refer Appendix 1)

- 17.1 The Parties recognise that in fulfilling their obligations to one another and to give effect to the Partnership Agreement, the parties shall require assistance and information from one another at regular intervals.
- 17.2 The Parties acknowledge that resourcing may also include the provision of particular advice, expertise such as cultural customary tikanga and kawa and information.
- 17.3 Kāinga Ora will work with Ngāti Rangi to ensure that commitments made under this Partnership Agreement within the projects agreed between the parties are adequately resourced.
- 17.4 A working group comprising representation from both parties will come together on an annual basis in order to agree on appropriate levels of resourcing including but not limited to; engagement costs for small to large projects; and matters pertaining to cultural customary tikanga and kawa. For the 2023-24 year, for instance, that would mean:

- Kāinga Ora supporting Ngāti Rangi with capacity for presentation in Design Review Panels;

- 17.4.1 Master Plan development;
- 17.4.2 relationship with HNZ Build for affordable homes;
- 17.4.3 a strategy for Worker-Rental Homes; and
- 17.4.4 governance roles and responsibilities.

17.5 Agreed resourcing shall be included in the Partnership Agreement and this will be updated annually or where unique opportunities arise.

## **18 REVIEW**

18.1 This Partnership Agreement will be reviewed by the respective officers of both organisations initially on a 12-month anniversary and beyond that on a two-yearly basis.

## **19 AMENDMENT**

The Parties may agree in writing to vary the provisions of this Partnership Agreement.

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**SIGNED** for and on behalf of Kāinga Ora

Name  
Position *DCE Central*  
Date *26/3/2024*  
In the presence of:

9(2)(a)

Name  
Position  
Date

9(2)(a)

9(2)(a)

**SIGNED** for and on behalf of the Pou  
Ārahi / Chief Executive of Ngā  
Waihua o Paerangi  
By:

9(2)(a)

Name  
Position  
Date  
In the presence of:

9(2)(a)

Name  
Position  
Date

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APPENDIX 1: Fees

9(2)(b)(ii)

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