

Mana Whakahono ā Rohe Agreement

Part A – Overarching matters

1. Participating authorities and Rohe

- 1.1. The participating authorities are:
- (a) Te Runanganui o Ngāti Porou ("TRONPnui"), as the iwi authority for the purposes of this Agreement;
 - and
 - (b) Gisborne District Council ("Council").
- 1.2. This Agreement applies to the rohe/area to set out at Schedule 1 and covers the parts of the rohe o Ngāti Porou – from Potikirua in the north to Te Toka-a-Taiau in the south – that overlap with the Gisborne District area ("Mana Whakahono boundary").

2. Introduction

- 2.1. This Mana Whakahono ā Rohe Agreement ("the Agreement") is made under the Resource Management Act 1991 ("the RMA").
- 2.2. The Agreement represents the shared intent of the participating authorities to work in partnership, in good faith and with mutual respect, to give practical effect to Te Tiriti o Waitangi / The Treaty of Waitangi.
- 2.3. This Agreement establishes a framework for partnership and collaboration between the participating authorities in relation to matters arising under the RMA (see **Part B**).

3. Nature of the Agreement

- 3.1. This Agreement applies to participation in resource management and decision-making processes under the RMA. The parties may develop broader arrangements under the Local Government Act 2002, Reserves Act 1977, or any other legislation by later agreement in writing.
- 3.2. The participating authorities acknowledge this Mana Whakahono ā Rohe is a living framework, that may be reviewed and further developed, including to make any amendments that may be required to reflect any new legislation that may replace the RMA. Implementation of the Agreement will be developed, detailed and operationalised collaboratively.

- 3.3. For the avoidance of doubt, nothing in this Agreement limits or displaces any statutory responsibilities of Council under the RMA or any other enactment.

4. Purpose and Intent

- 4.1. The statutory purpose of this Agreement under section 58M of the RMA is to provide a mechanism for TRONPnui and Council to discuss, agree, and record ways in which TRONPnui may participate in resource management and decision-making processes under the RMA.
- 4.2. A key purpose of this Agreement is to establish a foundation for partnership and collaboration between the participating authorities.
- 4.3. This Agreement is intended to assist Council to meet its statutory duties under the RMA, including duties relating to:
- (a) the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, wāhi tapu, and other taonga;
 - (b) kaitiakitanga; and
 - (c) the principles of Te Tiriti o Waitangi.
- 4.4. The participating authorities acknowledge that detailed processes and arrangements will be developed during implementation of this Agreement and will be expanded upon in subsequent reviews, including within Schedule 3 and 4 in accordance with clause 7.

5. Principles

- 5.1. In accordance with section 58N of the RMA, in implementing this Agreement, the participating authorities will use their best endeavours to:
- (a) achieve the purpose of this Agreement in an enduring manner;
 - (b) enhance opportunities for collaboration between the participating authorities, including by promoting the co-ordination of resources required to undertake the obligations and responsibilities of the parties under this Agreement;
 - (c) achieve the most effective and efficient means of meeting the statutory obligations of the participating authorities;
 - (d) work together in good faith and in a spirit of co-operation;
 - (e) communicate with each other in an open, transparent, and honest manner;

- (f) recognise and acknowledge the benefit of working together by sharing their respective vision and expertise;
- (g) commit to meeting statutory timeframes and minimising delays and costs associated with statutory processes; and
- (h) recognise that this Agreement does not limit the requirements of any relevant iwi participation legislation or the agreements associated with that legislation.

5.2. In addition to the above, the participating authorities agree the following principles will guide the relationship between the participating authorities and the implementation of this Agreement:

- (a) Partnership: Working together in good faith and with mutual respect.
- (b) Transparency: Sharing information openly and communicating clearly.
- (c) Resourcing: Recognising that equitable and sustainable participation requires adequate resourcing.
- (d) Acknowledgement of and respect for the role and responsibilities of the Council under legislation, with an understanding that those roles and responsibilities may change over time.
- (e) Tikanga and Kawa: Recognition and respect for Ngāti Porou tikanga and kawa throughout all engagement.
- (f) Protection: Safeguarding taonga and environmental, cultural and spiritual values.
- (g) Te Tiriti o Waitangi: Recognition and respect for Te Tiriti o Waitangi and its principles, including tino rangatiratanga, kawanatanga, partnership, equity, active protection and the duty to act reasonably, honourably and in good faith.

6. Collaborative approach

6.1. Both participating authorities agree to:

- (a) Engage through regular hui to discuss matters within the scope of this Agreement and update the Development Plan at Schedule 3 in accordance with clause 7;
- (b) Notify each other early of any planning, policy, or consent processes that may affect the interests of the participating authorities within the Mana Whakahono boundary;

- (c) Share information openly to support good faith decision-making; and
- (d) Identify opportunities for collaborative work programmes, joint advice, shared work planning, technical input, or partnership projects.

7. Development of Mana Whakahono a Rohe

- 7.1. The parties will continue to collaborate and to identify matters for further discussion, development, and implementation of the Mana Whakahono (**Development Plan**) as the relationship between the participating authorities evolves. The Development Plan will be recorded at Schedule 3 and updated from time to time. The Development plan may record matters as they relate to specific hapu of Ngati Porou, if the participating authorities and the hapu of Ngati Porou agree.
- 7.2. Schedule 4 sets out any Detailed Procedures agreed between the parties in the course of ongoing discussions. (**Detailed Procedures**).
- 7.3. Any update to, or replacement of, the Development Plan or Detailed Procedures must be agreed in writing by the participating authorities, it shall be deemed to form part of this Agreement as the current version of Schedule 3 or Schedule 4.
- 7.4. For clarity, an update to, or replacement of, the Development Plan or the Detailed Procedures does not constitute a variation of this Agreement unless the participating authorities expressly agree otherwise in writing.

8. Agreement is legally binding

- 8.1 This Mana Whakahono is legally binding upon the participating authorities.
- 8.2 Ngati Porou acknowledge that the Council's responsibilities and functions:
 - (a) may change over time; and
 - (b) are subject to statutory obligations that need to be met.
- 8.3 In the event that the roles and responsibilities of the Council are changed or transferred to another entity, and the Council no longer has those roles or responsibilities, the relevant elements of this Mana Whakahono will cease to have effect. In that event, the participating authorities agree to jointly advocate to the Crown on the basis that the new entity should take responsibility for and uphold the relevant parts of this Mana Whakahono.

9. Iwi participation legislation and any existing agreements

- 9.1 The parties acknowledge that this Mana Whakahono ā Rohe does not limit or affect any relevant iwi participation legislation, any agreement entered into under that legislation, or any other existing agreement between the parties.
- 9.2 The relevant iwi participation legislation, and existing agreements between the participating authorities, are identified in Schedule 2.
- 9.3 The participating authorities agree they will work together to implement the relevant requirements of any relevant iwi participation legislation.

10. Multiple Mana Whakahono ā Rohe agreements and overlapping interests

- 10.1. The participating authorities acknowledge that Council may enter into Mana Whakahono ā Rohe agreements with other iwi authorities whose rohe or areas of interest overlap with the Gisborne District. Council will seek to implement this Agreement in a way that is fair, transparent, consistent, and workable alongside its obligations to all relevant iwi authorities, hapū, applicants, submitters, landowners, communities, and the wider public.
- 10.2. Where a matter involves overlapping rohe, shared interests, or multiple iwi/hapū relationships, Council may suggest coordinated engagement with multiple parties to support efficient, inclusive, and procedurally fair processes. There is no obligation on any party to participate in coordinated engagement and parties may pursue separate bilateral engagement.

11. Conflicts of interest

- 11.1. Each party will take reasonable steps to identify and manage actual, potential, or perceived conflicts of interest arising in the implementation of this Agreement.
- 11.2. A party that becomes aware of a conflict, or possible conflict, will raise it with the other party as soon as reasonably practicable. The parties will then discuss an appropriate and proportionate management response.
- 11.3. Nothing in this agreement overrides any statutory, common law, tikanga, standing order, code of conduct, commissioner, elected member, employee, or professional obligation relating to conflicts of interest, bias, predetermination, confidentiality, or natural justice.

12. Dispute resolution

- 12.1. This clause applies to disputes about the implementation of this Agreement. Any disputes under this Agreement will be managed in a spirit of partnership and resolution.
- 12.2. A party raising a dispute must give written notice describing the issue and the outcome sought. The parties will then use the following process:
- (a) working representatives will meet or confer to try to resolve the issue;
 - (b) if unresolved, the issue will be referred to senior representatives nominated by each party;
 - (c) if still unresolved, the parties may agree to use mediation by an independent facilitator agreed by both participating authorities or another non-binding dispute resolution process; and
 - (d) legal proceedings may be taken only after the above steps have been attempted, unless urgent relief is required or a statutory timeframe applies.
- 12.3. Each party will meet its own costs of any dispute resolution process. Any mediator or facilitator costs will be shared equally unless the parties agree otherwise in writing.
- 12.4. The outcome of a dispute resolution process may include any of the following:
- (a) a joint effectiveness review of the Mana Whakahono ā Rohe;
 - (b) a review of Council and/or TRONPnui policies and processes to ensure that they are consistent with this Agreement;
 - (c) additional reporting or transparency in relation to the Agreement or its implementation; and
 - (d) mutual agreement to alter or, as a last resort, terminate the Mana Whakahono ā Rohe.
- 12.5. As per section 58R(3) of the RMA, the dispute resolution process does not require Council to suspend commencing, continuing, or completing any process under the RMA while the dispute resolution process is in contemplation or underway.

13. Review and further development

- 13.1. Council will complete the review of its policies and processes required by section 58T(1) of the RMA within six (6) months after the date of this Agreement. This timeframe may be extended by mutual agreement.
- 13.2. The participating authorities agree that this Agreement will be reviewed within twelve (12) months of signing. The purpose of this review will be to evaluate the effectiveness of the Mana Whakahono ā Rohe as per section 58T(3) of the RMA and to consider whether amendments are appropriate, including whether the scope of the agreement should be expanded or further details added.
- 13.3. Following the first review pursuant to clause 13.2, unless otherwise agreed in writing by the participating authorities, future reviews of the Agreement will be completed no later than three years after the completion of the previous review.
- 13.4. Any changes to this Agreement as a result of a review must be recorded in writing and approved by the participating authorities.

14. Resourcing

- 14.1. The participating authorities acknowledge that effective participation requires time, capacity and resourcing.
- 14.2. The participating authorities commit to identifying, securing, and maintaining resources necessary to implement this Agreement. Any funding commitments from the participating authorities are subject to the necessary approvals processes of those authorities.
- 14.3. Any specific resourcing or funding arrangements will be mutually agreed and documented in separate agreements between the participating authorities.

15. Confidentiality, information and LGOIMA

- 15.1. The participating authorities may share information to support implementation of this Agreement. A participating authority providing information should identify at the time of disclosure whether the information is confidential, culturally sensitive, commercially sensitive, legally privileged, personal information, or otherwise restricted.
- 15.2. Council will take reasonable steps to protect information identified in that way, subject to its obligations under the Local Government Official Information and Meetings Act 1987, the Privacy Act 2020, court processes, audit requirements and any other applicable law.

- 15.3. Where Council receives a request for information that may affect the interests of TRONPnui, Council will, where lawful, consult TRONPnui before deciding whether to release the information. Nothing in this clause requires Council to withhold information where release is required by law.

16. Duration and Amendment

- 16.1. This Agreement cannot be unilaterally terminated.
- 16.2. This Agreement takes effect immediately upon signing. It remains in force until replaced, amended or terminated by mutual agreement.
- 16.3. Amendments may be made in writing at any time, by mutual agreement.

Part B – RMA Matters

Part B sets out general arrangements between the parties relating to certain processes under the RMA. Detailed monitoring arrangements may be developed in accordance with the Development Plan (Schedule 3) and recorded in the Detailed Procedures (Schedule 4).

17. Participation in policy statements and plans

17.1 Where Council prepares or proposes a change to any regional policy statement, regional plan, district plan, or combined plan under the RMA that affects the Mana Whakahono ā Rohe area, the participating authorities will work closely together and engage with each other in good faith on matters of shared interest. Before commencing, the participating authorities will discuss and agree how they will engagement with each other and work together in the development of the policy statement and/or plan in question. This may include discussions and agreements on an approach to:

- (a) early identification of issues;
- (b) information sharing;
- (c) technical hui and discussions;
- (d) opportunities to provide input into draft material or draft provisions, including opportunities to work together on particular wording;
- (e) feedback before formal notification; and
- (f) involvement in consultation and engagement activities relating to the planning process, including, where appropriate, engagement with hapū, landowners, affected communities, and other stakeholders.

17.2 This clause does not limit any statutory obligation to consult any other iwi authority, hapu, person, or entity.

17.3 Nothing in this clause limits Council's statutory responsibilities or decision-making functions under the RMA.

18. Resource consent matters

18.1. Where the RMA requires or enables consultation with, notification to, or limited notification of TRONPnui in relation to a resource consent matter, the Council will work with TRONPnui to understand the views and values of TRONPnui in relation to the consent matter in question.

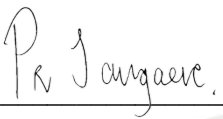
- 18.2. The participating authorities may develop detailed procedures relating to resource consent processes through the Development Plan or Detailed Procedures schedules.
- 18.3. The Council will have regard to the information recorded in this Agreement, including TRONPnui rohe, cultural values, areas of interest, and agreed contact arrangements, where that information is relevant to a particular application.
- 18.4. This Agreement does not limit Council's statutory discretion on notification.

19. Monitoring

- 19.1 The participating authorities acknowledge a shared interest in discussing opportunities to:
- (a) incorporate Ngāti Porou mātauranga alongside other relevant information sources into environmental monitoring processes under the RMA;
 - (b) enable on-the-ground kaitieki monitoring to be a part of the operational plan for environmental monitoring; and
 - (c) work together on indicators, measures and evaluations for policy and plan effectiveness monitoring.

Signatories

Signed for and on behalf of Te Runanganui o Ngati Porou:



Name: Patrick Tangaere

Position: Chairperson

Date: 1 July 2026

For and on behalf of the Gisborne District Council:



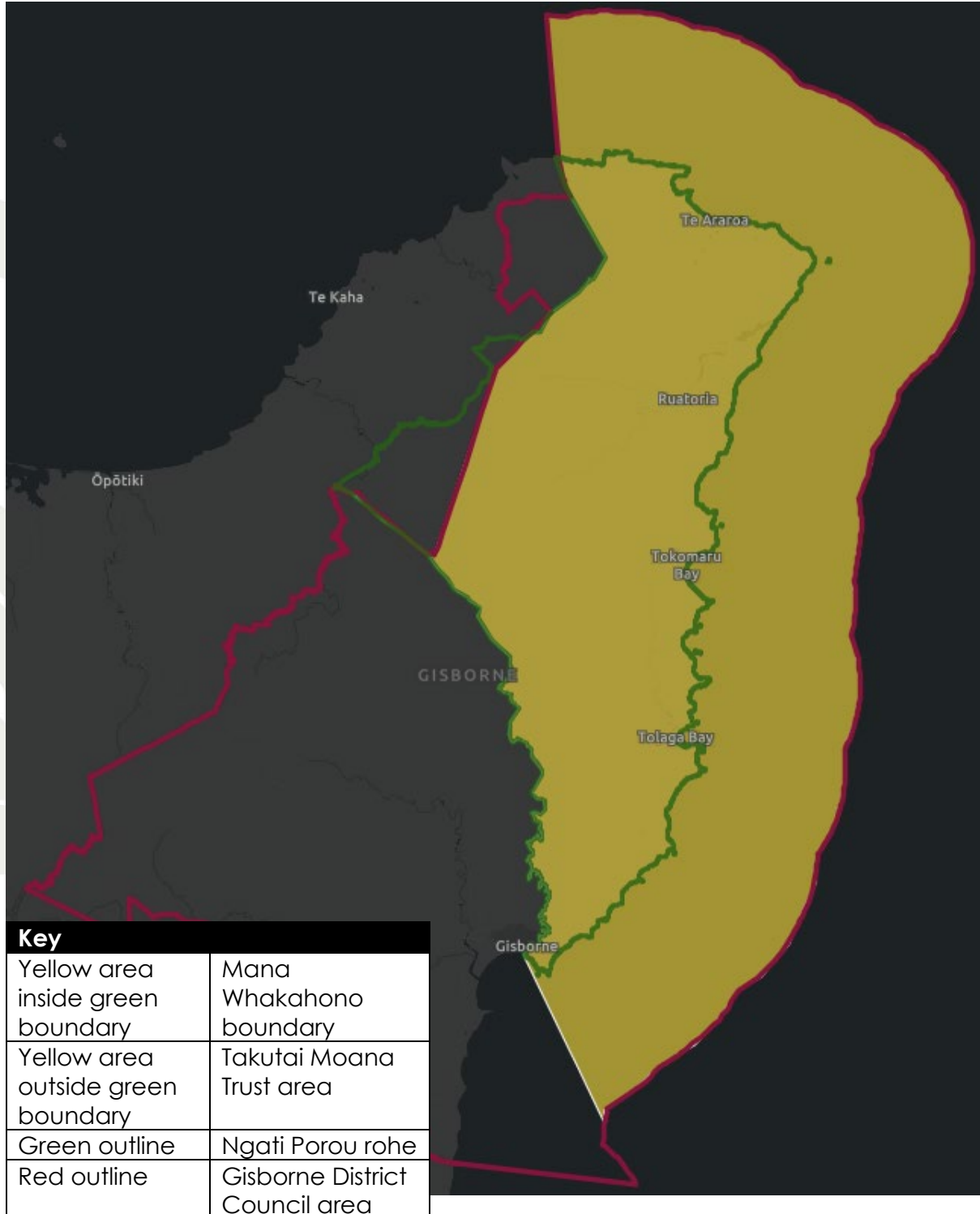
Name: Nedine Thatcher-Swann

Position: Chief Executive

Date: 03 July 2026

Schedule 1 – Mana Whakahono boundary

See clause 1.2.



Schedule 2 – Iwi specific agreements

See clause 7.

TRONPnui:

1. Ngāti Porou Claims Settlement Act and Deed;
2. Nga Rohe Moana o Nga Hapu o Ngāti Porou Act and Deed; and
3. Joint Management Agreement (made under the RMA).

Schedule 3 –Development Plan for Mana Whakahono

See Clause 7.

Review Date	Discussion points/work in progress	Agreed outcomes
	Monitoring Discuss opportunities for: • cultural health monitoring; • indicators based on Ngati Porou mātauranga; • monitoring priorities, reporting arrangements and resourcing; • operational monitoring plan, including opportunities for on-the-ground kaitieki monitoring; and • policy and plan effectiveness monitoring, and evaluation process.	

Schedule 4 – Detailed procedure

See Clause 7.

This Schedule may record detailed procedures agreed between the participating authorities from time to time, including:

- (a) resource consent processes;
- (b) plan-making engagement processes;
- (c) monitoring arrangements;
- (d) information-sharing protocols;
- (e) contact persons and escalation pathways; and
- (f) any other agreed implementation matters.

Date	Agreed procedure
	Contact person Council representative – Gene Takurua TRONPhui representative – Keita Kohere