

# MEMORANDUM OF UNDERSTANDING

Dated the 13<sup>th</sup> day of December 2020

**BETWEEN** Grenadier Developments Limited ("Grenadier")

**AND** Ngāti Kikopiri Māori Marae Committee Incorporated Society for and on behalf of the descendants of **NGĀTI KIKOPIRI** ("Ngāti Kikopiri")

## BACKGROUND

- A. Ngāti Kikopiri are the kaitiaki of, and exercise mana whenua in relation to, the resources in the takiwa of related dune and wetland systems, between the Ohau River in the south, and the Waiwiri Stream in the north.
- B. Ngāti Kikopiri Māori Marae Committee is an incorporated society which has a function to facilitate Ngāti Kikopiri Māori Marae Committee is an incorporated society which has a function to exercise Kaitiakitanga (guardianship): in relation to a resource, includes the ethic of stewardship based on the nature of the resource itself.
- C. Grenadier is applying for resource consent for a property in Muhunua West Road.
- D. The parties wish to record the basis of their relationship in this memorandum of understanding.

## Now therefore the parties agree and acknowledge:

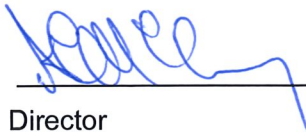
- 1. Ngāti Kikopiri operate according to the following principles:
  - a. To effectively represent all the descendants of those whom directly WHAKAPAPA to those Tūpuna of Ngāti Kikopiri;
  - b. To exercise KAITIAKITANGA over the Ngāti Kikopiri takiwa;
  - c. To exhibit and exercise MANAAKITANGA in relation to all descendants of Ngāti Kikopiri and those residing within the Ngāti Kikopiri takiwa.
- 2. For the purposes of this memorandum of understanding:
  - a. **Kaitiakitanga** means the exercise of guardianship: and in relation to a resource, includes the ethic of stewardship based on the nature of the resource itself. Traditionally, kaitiaki are many spiritual assistants of the atua, including the spirits of deceased ancestors, who are the spiritual

minders of the elements of the natural world who descend from Ranginui-e-tu-nei, the sky father, and Papatuanuku, the earth mother, to their offsprings: the seas, sky, forests, and birds, and all other living things that descend from Rangi and Papa. This is inclusive of human beings who descend from Rangi and Papa, and who have common ancestry.

- b. **Whakapapa** means the genealogical descent of all living things. Whakapapa, or genealogy, is a fundamental principle that permeates the whole of Maori culture and Māori World view.
  - c. **Manaakitanga** means the concept of hospitality and mutual obligation. In broader terms, Tikanga tuku iho is the concept which encapsulates values and principles which underpin Maori social relationships and correct conduct. Related terms such as Hauora Whanau, Social wellbeing are important aspects of Maori Health.
3. Grenadier acknowledges that Ngāti Kikopiri enter into this Memorandum of Understanding for the purposes relating to the resource consent, and nothing in this memorandum shall be deemed to waive or imply the consent of Ngāti Kikopiri in relation to any other matter where, pursuant to statute, protocol, policy or plan, or any local or territorial authority is required to consult with, or obtain the consent of, Ngāti Kikopiri.
  4. Both parties accept that good communication is vital to successfully maintaining a positive working relationship. Grenadier will maintain both formal and informal communication with Ngāti Kikopiri to advise on progress with the proposal and issues relating to cultural or heritage. In turn, Ngāti Kikopiri will advise and inform Grenadier on issues and activities in their takiwa which may have relevance for the development.
  5. Ngāti Kikopiri will advise Grenadier in writing as to its nominated representatives for the purposes of this Memorandum.
  6. The parties agree that all communication between the Parties will be carried out in a non-adversarial and manner and in the spirit of manaakitanga, that seeks to build the relationship and develop workable solutions to identified problems. The communication will be characterised by openness and honesty on both sides.
  7. Grenadier acknowledges that consultation with Ngāti Kikopiri must be cognisant of the decision-making processes within the iwi, including the principles that:
    - a. Adequate time should be provided within which Ngāti Kikopiri can receive information and discuss the information; and

- b. Sufficient information should be provided to adequately inform Ngāti Kikopiri of the proposal.
8. Without limiting item 7, Ngāti Kikopiri acknowledge that Grenadier enter into this Memorandum in good faith and in addition to their strict legal requirements under any resource consent, and as such, Ngāti Kikopiri will respond to consultation processes promptly and in good faith.
9. Either Party is entitled to call a meeting about a genuine concern and the other Party will use its best endeavours to attend any such meeting at the earliest practical opportunity.
10. Without limiting clause 9, the Parties shall have regular meetings at no greater than TBC intervals on dates agreed to in advance. Each party may appoint new Representatives or alternative Representatives by notice in writing to the other party.
11. Grenadier acknowledges that Ngāti Kikopiri will be consulted over the naming of any aspects of the project which may generate a new road, or reserve area or the like.
12. Grenadier acknowledges and supports that Ngāti Kikopiri desire to erect appropriate signage in due course which identifies the Ngāti Kikopiri takiwa, and may provide interpretation for the general public as to the history and the people associated with the area.
13. The parties agree that on each second anniversary of the signing of this Memorandum, the terms of this Memorandum shall be reviewed in good faith and in the spirit of manaakitanga, and each party shall have the right to negotiate for inclusion additional aspects to the relationship, provided however that such reviews shall not detract from the agreements already contained in this Deed or any of its amended versions.
14. Except as otherwise provided in this Memorandum, in the event of any dispute arising between the parties in respect of or in connection with this Agreement, the parties will immediately explore in good faith whether the dispute can be resolved by agreement between them using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution techniques.


**SIGNED** by Grenadier by the affixing of  
its common seal in the presence of:

 PROSPECT DIRECTOR.

Director

\_\_\_\_\_  
Director

**SIGNED** by Ngāti Kikopiri Māori  
**Marae Committee Incorporated**  
**Society** by the affixing of its common  
seal:

  
\_\_\_\_\_  
13/12/20

RJR Kuirh