MEMORANDUM OF UNDERSTANDING

Dated: [Insert Date]

1. **Parties**
	1. Interim Māori Advisory Group

and

* 1. Water Safety New Zealand
1. **Purpose**
	1. This Memorandum of Understanding (“MoU”) specifies the Partnership between the Interim Māori Advisory Group and Water Safety New Zealand (WSNZ).
	2. This MoU provides the guiding relationship principles between the two parties, in the intention to achieve improved water safety outcomes of Māori.
	3. The purpose of this MoU is to record the intentions of the parties. The MoU is not a legally binding document.
2. **Background**
	1. WSNZ are in the process of re-establishing a Māori Water Safety Strategy under the brand of “Kia Maanu Kia Ora”.
	2. Past WSNZ Māori strategies have had the greatest impact at improving water safety outcomes for Māori when informed or delivered by Māori for Māori.
	3. Under its current structure, WSNZ has no internal capability or expertise on Māori Water Safety and has been structured as a leadership organisation with no mandate to deliver community-based water safety interventions.
	4. To help inform the thinking of the Māori Water Safety Strategy development, WSNZ enabled the bringing together of key Māori Water Safety stakeholders for a hui in April 2018.
	5. One outcome of the hui was to establish an Interim Māori Advisory Group and for this group to provide a collective Māori voice that can provide advice and direction to WSNZ.
	6. More detail about the establishment on the Interim Māori Advisory Group and their role can be found in Appendix One.
	7. This MoU provides for the strategic relationship between the parties and the opportunity for the Interim Māori Advisory Group to contribute to WSNZ decision making around Māori water safety and to be a provider of leadership for Māori Water Safety needs.
	8. Because of the newness of this partnership it was decided that the memorandum should be for a 12-month trial period with a set of objectives and activities that could be collectively achieved.
	9. The specific activities that the Interim Māori Advisory Group and WSNZ will work towards over the 12 months on this MoU are outlined in Appendix 2.
3. **Objectives**
	1. To achieve improvement in water safety outcomes for Māori in New Zealand
	2. To provide and share opportunities for the Interim Māori Advisory Group to work in collaboration with WSNZ to influence and lead the strategic approach to Māori Water Safety
4. **Te Tiriti o Waitangi**
	1. WSNZ acknowledge the status of Māori as tangata whenua and as partners with the Crown in the Treaty of Waitangi.
	2. WSNZ is an Incorporated Society with charitable status, however irrespective of being a Crown agent or not, WSNZ acknowledges and upholds their responsibilities as good citizens of NZ to be good Treaty partners.
	3. The principles of the Treaty of Waitangi align with the aims of WSNZ in relation to Māori and offer a suitable foundation from which to consider the planning and delivery of a drowning prevention strategy for Māori. In practical terms this means:
* **Partnership** involves working together with iwi, hapū, whanau and Māori communities to develop strategies for Māori water safety and appropriate prevention services.
* **Participation** requires Māori to be involved at all levels of the water safety sector, including in decision-making, planning, development and delivery of water safety and drowning prevention services.
* **Protection** involves WSNZ working to ensure Māori have at least the same level of health as non-Māori, and safeguarding Māori cultural concepts, values and practices.
1. **Principles**
	1. The principles that will guide this memorandum are outlined below:
	2. **Principle 1: Supporting a Unified Māori Water Safety Sector**

Both parties will support, enable and encourage opportunities for Māori stakeholders to work together in unity. This includes providing an appropriate platform for their unified voice to be heard. This unity will still allow for whānau, hapū, iwi and community differences.

* 1. **Principle 2: Respect, Generosity and Support**

Both parties should acknowledge the mana of others through the expression of aroha, hospitality, generosity and mutual respect.

* 1. **Principle 3: The right to Leadership and Autonomy**

Both parties acknowledge the right of Māori to participate in making decisions about themselves and to have meaningful ways to decide how services might be provided for their benefit.

* 1. **Principle 4: Building strong relationships**

Both parties enter into this relationship with the aim of building and maintaining strong relationships between Māori and the water safety sector. These relationships will be established through cultural respect, connectedness and engagement.

* 1. **Principle 5: Titiro, whakarongo, kōrero**

Both parties will show humility when sharing and receiving knowledge. It is important to first look and listen to develop understanding and then find a place to speak from. Both parties bring to this partnership knowledge and insight that are of benefit to each other. This knowledge and insight should not be abused or used for one party to gain an advantage at the expense of the other.

* 1. **Principle 6: Kanohi ki te kanohi**

Where possible face to face meetings will be preferred. Both parties also acknowledge the need for Māori to be “at the table” and will strive to create opportunities for Māori to be heard and have influence at a Governance level.

1. **Roles and Responsibilities**
	1. **Both parties declare and agree to:**
		1. The parties agree to work together in partnership towards the sustainable advancement of Māori Water Safety.
		2. Each party recognises the autonomy and the right of the other to exercise their respective authority to meet their responsibilities.
		3. That WSNZ acknowledges that the Interim Māori Advisory Group maintains their own mana within their boundaries and respects the right of the Interim Māori Advisory Group to pursue other avenues to achieve Māori Water Safety
		4. The Interim Māori Advisory Group acknowledges that WSNZ is bound by the objectives set by funding partners and Sport New Zealand as the “government home” for the water safety sector.
	2. **Water Safety New Zealand agrees to:**
		1. Support and enable the Interim Māori Advisory Group to come together on a regular basis to establish an appropriate and sustainable advisory model for Māori Water Safety
		2. Support and enable opportunities for the Interim Māori Advisory Group to interact and influence at a governance level including with the WSNZ board and with Government ministers and senior officials as appropriate.
		3. Promote and support the Kia Maanu Kia Ora brand
		4. Review internal processes, including discussions on the funding model, to improve how WSNZ prioritises and supports Kaupapa Māori community initiatives and projects.
		5. As a leadership organisation for the Water Safety Sector WSNZ will endorse the Interim Māori Advisory Group across the water safety sector and encourage sector organisations to consider how they are meeting Māori Water Safety needs.
		6. Respect the knowledge and advice provided by the Māori Advisory Group and not use this knowledge to undermine the ability of the Advisory Group members to carry out their day to day business.
		7. Work together with the Interim Māori Advisory Group to provide data on Māori drowning that is relevant, up to date and provides insights into the specific prevention needs for Māori.
	3. **The Interim Māori Advisory Group agrees to:**
		1. Work together to establish an appropriate and sustainable advisory model for Māori Water Safety
		2. Provide advice and support to WSNZ to guide the development and implementation of a national Māori Water Safety Strategy and associated implementation plans.
		3. Work in partnership with WSNZ to influence and advocate for Māori Water Safety at a governance level.
		4. Provide advice which reflects the collective best interest of Māori water safety irrespective of individual needs or aspirations.
2. **Review**
	1. This memorandum will be reviewed in 12 months time from the effective date set out in clause 10. This review will determine the effectiveness of the partnership and the feasibility of continuing this partnership. The memorandum will be reviewed by those people with designated authority from the Interim Māori Advisory Group and WSNZ.
3. **Duration**
	1. This memorandum will terminate when either party advises the other that in their view the Memorandum has reached the end of its useful life in respect to the strategic priorities set down under clause 2 and the strategic objectives set down under clause 3 of this memorandum.
4. **Effective Date**
	1. This agreement will come into force on the 13th November 2018.
5. **Signatures.**
	1. The parties to this MoU, through their duly authorised representatives, have executed this MoU by signing below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU.

**Water Safety New Zealand**

**Tangaroa Ara Rau**

