



Guardians Establishment Committee

TERMS OF REFERENCE

1 Purpose

- 1.1. The overarching purpose of the vision and strategy is to restore and protect the health and wellbeing of the Waikato River for future generations (“Purpose”).

2 Continuation of Guardians Establishment Committee

- 2.1 The Guardians Establishment Committee (“GEC”) was formed to develop the vision and strategy under terms of reference adopted in March 2008. The purpose of revising the terms of reference is to provide for the continuation of the GEC to carry out additional functions.

3 Functions

- 3.1 Consistent with the Purpose, the GEC will:
 - 3.1.1 provide advice to the Crown, Waikato-Tainui, Maniapoto, Raukawa, Affiliate Te Arawa Iwi/Hapu, and Ngāti Tūwharetoa on matters relevant to the vision and strategy;
 - 3.1.2 promote the adoption of the vision and strategy in plans and policies affecting the Waikato River;
 - 3.1.3 develop and implement education and awareness programmes in relation to the health and wellbeing of the Waikato River;
 - 3.1.4 promote policies to improve the health and wellbeing of the Waikato River;
and

- 3.1.5 act as a governance group for the scoping study to identify rehabilitation priorities in relation to the Waikato River, identify the likely cost of priority activities, and provide useful background information to the establishment and operation of the Waikato River Clean-Up Trust.
- 3.2 In acting as a governance group for the scoping study, the GEC may discuss with the scoping study contractor and the Crown and recommend for inclusion in the scoping study any maatauranga Maaori projects or other rehabilitation initiatives and priorities that are identified by Waikato-Tainui, Maniapoto, Raukawa, Affiliate Te Arawa Iwi/Hapu, and Ngāti Tūwharetoa and are consistent with the Purpose.

4 Authority to appoint Working Parties

- 4.1 The GEC may appoint one or more working parties, as required to ensure that it is able to complete its functions in an efficient and timely manner.
- 4.2 The GEC may, through the Secretariat and strictly within the terms of the Waikato Raupatu Land Trust's contract with the Ministry of Justice, contract with third parties as required to ensure that it is able to complete its functions in an efficient and timely manner.
- 4.3 The Purpose will extend to any working party that the GEC appoints or any third party that the GEC, through the Waikato Raupatu Land Trust contracts to assist the GEC in the completion of any part or parts of its functions."
- 4.4 Neither the appointment of a working party by the GEC nor the engagement of any other party by the GEC through the Waikato Raupatu Land Trust will remove the responsibility of the GEC and/or the Secretariat as appropriate to manage the process so as to ensure that the tasks are completed on time and are consistent with the Purpose."

5 Membership of GEC

- 5.1 Subject to clause 5.2, the term of appointment of the existing members of the GEC is extended to enable the GEC to carry out its additional functions and the GEC will continue to be chaired by its Co-Chairpersons.

- 5.2 Waikato-Tainui and the Crown have reduced the number of members appointed by them by two each with effect that the term of appointment of those four members has ended.
- 5.3 One of the Crown members whose term has ended will act as an alternate for other Crown appointed members, as required.
- 5.4 The non-Crown members of the GEC shall each have the ability to appoint one named alternate in respect of their membership of the GEC. Such alternate members may act in place of the member, but only if the member is unable by illness, absence, or other reason to act as a member.
- 5.5 If a member becomes subject to a disability that prevents the member from carrying out the responsibilities of membership or, by written notice to the member's appointer and the GEC secretariat, resigns from the GEC, that member's appointer may, by written notice to the GEC secretariat and the other appointers, make a new appointment.

6 Process for reaching decisions

- 6.1 The process for reaching decisions will be through the:
- (a) the highest level of good faith engagement; and
 - (b) consensus decision-making as a general rule;
- while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui, Maniapoto, Raukawa, Affiliate Te Arawa Iwi/Hapu, and Ngāti Tūwharetoa.
- 6.2 Members are to endeavour, at all times, to reach a consensus on the matters to be discussed and decided on by the GEC.
- 6.3 Members are bound by each recommendation or decision made by the GEC and will not take any steps outside the GEC or its formal meetings to undermine a consensus recommendation or decision.
- 6.4 Decisions and recommendations made by the GEC must be demonstrably consistent with the Purpose.

7 Meetings of GEC

- 7.1 The GEC is to meet as and when required. Meetings are to be held at the GEC offices, 451 Old Taupiri Road, Hopuhopu unless the Co-Chairpersons direct otherwise.
- 7.2 The Co-Chairpersons in conjunction with the GEC Secretariat will select the dates for meetings. They will present the dates to members, who will confirm the dates, subject to their availability.
- 7.3 The quorum for meetings is 7 members, of whom one member must be a Co-Chairperson.
- 7.4 If a member or that member's alternate is not able to attend a meeting, the member or that member's alternate is able to attend or participate in the meeting by teleconference or other electronic means where that is reasonably practicable.
- 7.5 Members can request leave of absence from any particular meeting.
- 7.6 Members will receive prior written notice of each meeting, which will either be delivered by hand or sent to the members by post, facsimile or other written or electronic mail message.
- 7.7 At least one of the appointed Co-Chairpersons is to preside at each meeting.

8 Facilitation of Meetings

- 8.1 The Co-Chairpersons are free to conduct GEC meetings as they see fit subject to the principles of good faith engagement and consensus decision-making. The Co-Chairpersons will endeavour to ensure all GEC meetings start and finish on time and that, where possible, all agenda items are covered. The Co-Chairpersons are responsible for setting the agenda for the meeting. The Co-Chairpersons are also responsible for signing off the final version of the minutes of any meetings of the GEC.
- 8.2 The Co-Chairpersons should be aware of the range of perspectives represented across the GEC and should manage discussion of those differing perspectives consistent with the principles of good faith engagement and consensus decision-making and in light of the Purpose.

- 8.3 The Co-Chairpersons may choose to engage the services of an independent facilitator as required to assist with meetings of the GEC.

9 Declarations of Interest

- 9.1 Any member who is directly or indirectly interested in any matter that is under consideration by the GEC must disclose the nature of that interest to the GEC immediately after he or she becomes aware of it. A Member who discloses an interest to the GEC in accordance with this section will not be disqualified from participating in the decision-making process on any matters of interest and is to be counted in the quorum for that meeting, but may choose to abstain from the final decision-making if he or she thinks fit.

10 Conduct of members

- 10.1 All members will act in a manner that achieves the overarching purpose to restore and protect the health and well being of the Waikato River for future generations.

11 Communication

- 11.1 Only the Co-Chairpersons are authorised to speak on behalf of the GEC.
- 11.2 All communications and consultation for the GEC will be managed through the Secretariat.

12 Remuneration

- 12.1 Members are to be paid for their attendance at meetings and, with approval of the Co-Chairpersons, any reasonable time spent preparing for meetings.
- 12.2 Members will be reimbursed for all reasonable costs incurred in travelling to and from any GEC meeting and any necessary accommodation.

13 Board Support/Secretariat

- 13.1 The GEC Secretariat will support the GEC and assist the Co-Chairpersons in performing their roles. In particular, the Secretariat will provide the services necessary for the smooth operation of GEC meetings, including (without limitation):

- (a) determining a programme of meetings;
- (b) preparing a draft agenda for meetings;
- (c) ensuring that papers for meetings are sent to GEC members;
- (d) providing regular and ongoing communications to GEC members in relation to GEC activities and progress of functions;
- (e) providing and sourcing necessary requested information to the GEC;
- (f) providing secretarial services to GEC meetings, in particular as a minute taker;
- (g) managing any contracts with members of working parties and any other consultants or contractors;
- (h) providing financial systems; and
- (i) managing the logistics for the consultation process approved by the GEC.

13.2 The Secretariat will be responsible for keeping minutes of each meeting of the GEC. The process for finalising the minutes will be as follows:

- (a) draft minutes are to be prepared and sent to members as soon as possible after a GEC meeting;
- (b) members are to peruse the draft minutes and return comments to the Secretariat promptly;
- (c) the Secretariat will produce a final draft of the minutes in light of the suggested changes. The final draft will then be sent to members for review. Once any further changes are made to the final draft, the Co-Chairpersons will sign the minutes as finalised;
- (d) a copy of the signed minutes will be sent to each member and will be included for final ratification as part of the agenda of the next meeting of the GEC; and

(e) the agenda for each meeting is to be agreed by the Co-Chairpersons. The agenda and related papers will be distributed within reasonable time prior to the meeting.

13.3 The Secretariat is responsible for managing communications between Members and the general public and other interested persons or groups. Where necessary the Secretariat, with the approval of the GEC, may work with other communications operators to provide the most effective and efficient means of distributing information to key stakeholders.

13.4 Once the minutes of a GEC meeting are signed they will be made publicly available provided that the GEC reserves the right to withhold any element(s) of the minutes that it considers appropriate on grounds that certain matters are of a confidential nature. In doing so the GEC will be guided by the principles and grounds for withholding information under the Official Information Act 1982.

13.5 The Secretariat stands apart from GEC recommendations and does not have voting rights at any GEC meeting.

13.6 The Secretariat, with the approval of the GEC, will undertake such tasks as is necessary to assist the GEC in the completion of its functions.

14 Term (Timeframes)

14.1 The GEC will continue to operate and have the mandate to perform its functions until legislation establishing and empowering the Guardians of the Waikato River is enacted and comes into force.

15 Amendment

15.1 The Crown and Waikato-Tainui may from time to time issue amended terms of reference for the GEC by written notice to the GEC secretariat.

15.2 The Crown will obtain the agreement of Maniapoto, Raukawa, Affiliate Te Arawa Iwi/Hapu, and Ngāti Tūwharetoa to any proposed amendment before it is issued.

15.3 Any amendment will take effect from the time that the revised terms of reference are received by the GEC Secretariat.