



TATAU POUNAMU KI TE TAI O POUTINI
Manawhenua Advisory Group

Ko ngā mātāpono e whakahaere nei i ngā mahi me ngā tikanga a Te Rūnanga o Ngati Waewae raua ko Te Rūnanga o Makaawhio me Te Poari Hauora ki Te Tai Poutini.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**TE RŪNANGA O NGATI WAEWAE
AND TE RŪNANGA O MAKAAWHIO**

AND THE

WEST COAST DISTRICT HEALTH BOARD



Te Rūnanga o Makaawhio

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1 Ngā Mana Parties

“Te Rūnanga O Ngati Waewae raua ko Te Rūnanga O Makaawhio”

“Kia eke a Poutini Ngāi Tahu ki te whakaoranga tonutanga”

”Raise up the wellbeing and restore health of the people of the West Coast”

- 1.1 For the purposes of this relationship Te Rūnanga o Ngati Waewae and Te Rūnanga o Makaawhio agree that together they will comprise Poutini Ngai Tahu and be represented in their relationship with the West Coast District Health Board by Tatau Pounamu Manawhenua Advisory Group.
- 1.2 This Memorandum of Understanding is signed on behalf of Poutini Ngai Tahu by the respective chairs’ of Te Rūnanga o Ngati Waewae and Te Rūnanga o Makaawhio.
- 1.3 This Memorandum of Understanding recognises the special relationship and obligations upon the West Coast District Health Board in exercising its Treaty partnership with Poutini Ngai Tahu, as represented by Te Runanga o Makaawhio and Te Runanga o Ngati Waewae.

“West Coast District Health Board”

“Whānau ora ki te Tai Poutini”

”Health and wellbeing for families of the West Coast”

- 1.4 The West Coast District Health Board has statutory objectives and functions set out in the New Zealand Public Health and Disability Act 2000 and has particular objectives to improve, promote and protect the health of people and communities and for reducing health disparities by improving health outcomes for Maori and other population groups - see Appendix 1: New Zealand Public Health and Disability Act 2000 Section 22(1)(a)-(h).
- 1.5 This Memorandum of Understanding is signed by the chair on behalf of the West Coast District Health Board.
- 1.6 This agreement between the parties does not affect the West Coast District Health Board from ability to interact and enter into relationships with other stakeholders in the region including Māori from other iwi living within the West Coast District Health Board’s region.

2 Te Take Purpose

- 2.1 This document articulates agreed principles to improve health outcomes for Māori consistent with the philosophy of the New Zealand Public Health and Disability Act 2000, and sets the guidelines for an enduring collaborative relationship between the parties.

3 Te Putake

Foundation

3.1 The parties acknowledge that the Treaty of Waitangi is a founding document of Aotearoa/ New Zealand and as such lays an important foundation for the relationship between the Crown and Māori. The parties wish to record their agreed understanding of how this Treaty based relationship, focused on health, will improve Māori health outcomes.

4 Ko Ngā Matāpono O Te Nohongā Tahī

Principles of the relationship

The following principles will guide the relationship:

- 4.1 Acknowledgement of the importance of the Treaty of Waitangi (as referred to in clause 3.1);
- 4.2 Acknowledgement of the shared interest of all parties in the development and implementation of policy and legislation in the health sector on behalf of the community;
- 4.3 Commitment to work together within an environment of trust (whakaponu) honesty (pono), respect (whakaute), and generosity (manaakitanga) towards each other, recognising and understanding the capabilities and constraints each party brings to the relationship.
- 4.4 Both parties acknowledge their role as guardians and stewards for generations that will follow. It is recognised that each party will have different lines of accountability enabling each party to develop and grow in its own way while recognising and acknowledging difference.
- 4.5 To provide a framework for the parties to work together towards improving Māori health outcomes by:
 - a) Efficient use and allocation of resources;
 - b) Effective representation;
 - c) Discussing and reaching agreement on key issues of West Coast District Health Board strategic plans in respect to Māori.
 - d) Acknowledging and respecting the accountabilities of each party in the planning and decision making process.

5 Ko Ngā Tikanga Mo Te Mahi Tahī

Process for working together

5.1 The process for all parties working together is outlined in the Tatau Pounamu Terms of Reference (see Appendix 2).

6 Ngā Āhuatanga Me Ngā Kawenga

Roles and responsibilities

- 6.1 The West Coast District Health Board and Tatau Pounamu will work together on activities associated with the planning of health services for Māori in Te Tai Poutini rohe.
- 6.2 The West Coast District Health Board and Tatau Pounamu will take responsibility for the activities listed below:
- 6.2.1 The West Coast District Health Board will:
- a) Involve Tatau Pounamu in matters relating to the strategic development and planning and funding of Māori health initiatives in the Te Tai Poutini rohe;
 - b) Establish and maintain processes to enable Maori to participate in, and contribute to strategies for Maori health improvement
 - c) Continue to foster the development of Maori capacity for participating in the health and disability sector and for providing for the needs of Maori
 - d) Include Tatau Pounamu in decision making process that may have an impact on Poutini Ngāi Tahu; and
 - e) Feedback information to Tatau Pounamu on matters which may impact on the health of Māori in Te Tai Poutini rohe.
- 6.2.2 Tatau Pounamu will:
- a) Involve West Coast District Health Board in matters relating to the development and planning of Māori health and disability.
 - b) Feedback information to Ngā Rūnanga o Poutini Ngāi Tahu as required;
 - c) Advise West Coast District Health Board on matters which may impact on the health of Māori in Te Tai Poutini rohe;
 - d) Assist West Coast District Health Board to acquire appropriate advice on the correct processes to be used so as to meet Poutini Ngāi Tahu kawa (custom/protocol) and tikanga (rules of conduct).

7 Ngā Hui

Meetings

- 7.1 All meetings shall be consistent with the guidelines as described in the Tatau Pounamu Terms of Reference.
- 7.2 Establish a relationship between the chair Tatau Pounamu and chair and/or deputy chair, West Coast District Health Board through meetings held (three times per annum); the chair and/or deputy chair of the West Coast District Health Board shall be invited to attend no less than one Tatau Pounamu meeting per annum.
- 7.3 Tatau Pounamu will invite the West Coast District Health Board bi-annually to meet on a marae.

8 Nga Rawa

Resourcing

- 8.1 The West Coast District Health Board will provide administrative support resources for this relationship as outlined in the Tatau Pounamu Terms of Reference.
- 8.2 Tatau Pounamu members will be paid meeting fees and actual and reasonable expenses associated with attendance at meetings as stated in the West Coast District Health Board and committee members manual.

9 Ko Ngā Rawa Hei Whakatutuki I Ngā Mahi I Raro I Ngā Ture

Statutory and contractual obligations

- 9.1 The parties acknowledge that this Memorandum of Understanding is not legally enforceable, but that this does not diminish the intention of the parties to meet the expectations and undertakings of this Memorandum of Understanding.

10 Te Mana Kokiri

Authority to speak

- 10.1 The parties agree that they will not make any statement on the other's behalf to any third party without the express authorisation of the other party.

11 Te Noho Matatapu

Confidentiality

- 11.1 The parties agree that unless otherwise required by law, or by mutual agreement, they will keep confidential all information acquired as a result of this agreement.
- 11.2 The parties specifically acknowledge that information relating to or produced by the relationship may be required to be released under the Official Information Act 1982.

12 Tirohanga Hou Me Ngā Whitinga

Review and variation

- 12.1 This Memorandum of Understanding records a commitment to an enduring collaborative relationship. The parties acknowledge that over time the nature and focus of the relationship may evolve to reflect changing circumstances. Therefore, the parties will meet solely for the purpose of reviewing this Memorandum of Understanding in two years, and every three years subsequent for a review of the Memorandum of Understanding to be undertaken;
- 12.2 The parties may at any time amend this agreement

13 Whakataunga Raruraru

Problem resolution

13.1 In the event of any dispute arising out of the subject matter of this Memorandum of Understanding the parties agree to the following process:

- a) In the first instance the chairs of the parties will meet and use their best endeavours to resolve the dispute;
- b) If following a) the dispute is not resolved, the parties will engage in mediation through an agreed process.

14 Term of Memorandum of Understanding

14.1 This Memorandum of Understanding commences upon signing by both parties;

14.2 This Memorandum of Understanding may be terminated by mutual agreement or by either party giving three months notice to the other party.

**SIGNED ON BEHALF OF
THEIR RESPECTIVE ORGANISATIONS**

Name..... *FRANCIS TUMANGA* 

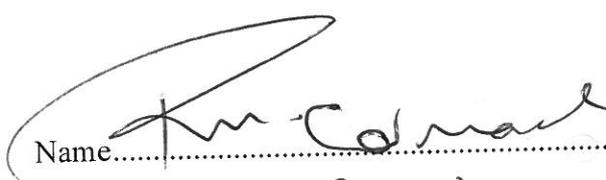
Designation/Title..... *CHAIRMAN*..... Date..... *14-7-2011*.....

For Te Runanga O Ngati Waewae

Name..... *Paul Magwick*

Designation/Title..... *Chairman*..... Date..... *14/7/11*.....

For Te Runanga O Makaawhio 

Name..... ..... *P. Cormack*

Designation/Title..... *Chair*..... Date..... *14/7/11*.....

For West Coast District Health Board

APPENDIX 1

New Zealand Public Health and Disability Act 2000.

Section 22(1)(a)-(h)

22 Objectives of DHBs

- (1) Every DHB has the following objectives:
 - (a) to improve, promote, and protect the health of people and communities:
 - (b) to promote the integration of health services, especially primary and secondary health services:
 - (c) to promote effective care or support for those in need of personal health services or disability support services:
 - (d) to promote the inclusion and participation in society and independence of people with disabilities:
 - (e) to reduce health disparities by improving health outcomes for Maori and other population groups:
 - (f) to reduce, with a view to eliminating, health outcome disparities between various population groups within New Zealand by developing and implementing, in consultation with the groups concerned, services and programmes designed to raise their health outcomes to those of other New Zealanders:
 - (g) to exhibit a sense of social responsibility by having regard to the interests of the people to whom it provides, or for whom it arranges the provision of, services:
 - (h) to foster community participation in health improvement, and in planning for the provision of services and for significant changes to the provision of services:

APPENDIX 2

Tatau Pounamu Terms of Reference



TATAU POUNAMU KI TE TAI O POUTINI
Manawhenua Advisory Group

TATAU POUNAMU

Terms of Reference

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1. MISSION STATEMENT

1.1 Whakapiki ake te hauora Māori ki te Tai o Poutini

This mission statement is reflective of the belief that:

- 1.1.1 Good health and wellness outcomes for Māori will be advanced through the West Coast District Health Board working with Iwi/Maata Waka community.
- 1.1.2 Individuals will want to maximise their own health, wellbeing and independence.
- 1.1.3 Promoting health and preventing illness or injury is an essential investment.
- 1.1.4 People's fundamental rights and responsibilities should be the focus of all services.
- 1.1.5 Tatau Pounamu Manawhenua Advisory Group (Tatau Pounamu) will have significant involvement in planning processes, which will help make better and more informed planning decisions.
- 1.1.6 Open decision making will contribute to Iwi/Maata Waka community confidence.
- 1.1.7 Improved access to services should be fair and based on need
- 1.1.8 Improved co-ordination and integration of health providers and services will improve outcomes and contribute to reducing inequalities.
- 1.1.9 The spirit of all relationships should be collaborative and co-operative.
- 1.1.10 Working intersectorally (e.g. local government, education, employment and housing) is necessary to achieve improved health outcomes.
- 1.1.11 Good information will improve decision-making.
- 1.1.12 Iwi / Maata Waka community throughout the region have a right to an efficient and effectively performing committee.

2. MISSION AND OBJECTIVES

2.1 Tatau Pounamu will focus on:

- 2.1.1 Strategic planning of service initiatives that positively impact on Māori for the region.
- 2.1.2 Specific cultural policy development for West Coast District Health Board.
- 2.1.3 Provision of Māori cultural guidance and support to West Coast District Health Board.

3. FUNCTIONS OF TATAU POUNAMU MANAWHENUA ADVISORY GROUP

3.1 The role of Tatau Pounamu is to give advice on

3.1.1 The needs and any factors that the committee believe may advance and improve the health status of Māori, also advise on adverse factors of the resident Māori population of Te Tai o Poutini, and:

3.1.2 Priorities for use of the health funding provided.

3.2 The aim of this committee

3.2.1 Provides advice that will maximise the overall health gain for the resident Māori population of Te Tai o Poutini through:

3.2.2 All service interventions the West Coast District Health Board has provided or funded or could provide or fund for that population.

3.2.3 All policies the West Coast District Health Board has adopted or could adopt for the resident Māori population of Te Tai o Poutini

3.3 The advice of this committee

3.3.1 Should aim to where possible to be consistent with the New Zealand Public Health and Disability Act 2000 and He Korowai Oranga.

4. COMPOSITION OF TATAU POUNAMU

4.1 Membership

4.1.1 Tatau Pounamu is the recognised manawhenua advisory group regarding Māori health for Te Tai o Poutini

4.1.2 Each Papatipu Rūnanga of Tai Poutini, that being Te Rūnanga O Ngati Waewae and Te Rūnanga O Makaawhio will select 2 representatives each from respective hapu (4). In addition Nga Maata Waka people will select 2 representatives (2) from Tai Poutini communities. (Total 6).

4.1.3 Elected members must reside in Te Tai o Poutini unless the nominating bodies are prepared to pay costs associated with attending meetings

4.1.4 No alternatives or proxy voting will be allowed for Committee members.

4.1.5 Committee members will be provided with a copy of the New Zealand Public Health and Disability Act 2000 Whakatataka, He Korowai Oranga, and West Coast District Health Board Māori Health Plan.

4.2 Chairperson

- 4.2.1 The appointed Chairperson **MUST** be from one of the Poutini Ngai Tahu Runanga and rotate between Runanga every 3 years and will remain in this position until such time as:
- 4.2.2 The Chairperson ceases to be a member of the Committee; or
- 4.2.3 The Chairperson is removed from the chair by a consensus vote within Tatau Pounamu.
- 4.2.4 The Chairperson is responsible for the efficient functioning of the Committee and sets the agenda for meetings.
- 4.2.5 The Chairperson must ensure that all Committee members are enabled and encouraged to play a full role in the activities of the Committee and have adequate opportunities to express their views.
- 4.2.6 The Chairperson is responsible for ensuring that all Committee members receive timely information to enable them to be effective Members.
- 4.2.7 The Chairperson is also the link between Committee members and the General Manager, Māori Health of the West Coast District Health Board.

4.3 Co-opted Membership

- 4.3.1 Tatau Pounamu may co-opt additional members to the Tatau Pounamu from time to time, for specific Kaupapa for specific periods and purposes as it deems necessary to assist the Committee.

4.4 Sub Committees

- 4.4.1 Tatau Pounamu may form sub committees from time to time, from within its members and co-opt experts in the specified fields for specified periods and purposes as it deems necessary to assist the Committee.

5. TERM OF OFFICE

5.1 Members of this committee will remain in office for the period specified in the notice of appointment and, not exceeding 6 years or until such time as:

- 5.1.1 A member resigns from the committee.
- 5.1.2 A member is removed from the committee either by its members or the appointing body

5.2 Accountability

5.2.1 Tatau Pounamu and its members are accountable to the respective bodies who appointed them i.e. Papatipu Rūnanga, Nga Maata Waka.

5.2.2 The Papatipu Rūnanga Chair and Nga Maata Waka Chair will review the performance of the Tatau Pounamu members, annually or sooner if the Chair and appointing committee deems it necessary.

5.3 Attendance at Committee Meetings

5.3.1 West Coast District Health Board members and members of the public will be welcome to attend meetings.

5.4 Management Reporting

5.4.1 The West Coast District Health Board management will be responsible for providing information / reporting on issues requested by Tatau Pounamu to the West Coast District Health Board.

5.5 Administrative Support

5.5.1 The Māori Health Unit and chair of Tatau pounamu will be responsible for the co-ordination and facilitation of Committee meetings.

5.5.2 The Māori Health Unit will ensure adequate administrative support for Tatau Pounamu.

5.5.3 Internal secretarial, legal, financial, analytical and administrative staff will also support Tatau Pounamu.

6. ANNUAL WORKPLAN

6.1 Tatau Pounamu will develop an annual work plan that outlines planned activity for the year:

The annual work plan will be monitored at committee meetings and a report written against the set objectives bi-annually and annually. Key elements are:

6.1.1 Communication strategy – reciprocal reporting to statutory committees, primary health organisation and back to appointing bodies.

6.1.2 Prioritise Māori strategies/projects

6.1.3 Monitor Māori health gains

6.1.4 Joint Board / Manawhenua Advisory Group meetings scheduled

6.1.5 Budget management

6.1.6 Leadership and succession planning

6.1.7 Monitor Implementation of Maori health Strategies

7. COLLECTIVE RESPONSIBILITY

7.1 Members recognise that at times there may be tension between the concepts of collective accountability of Tatau Pounamu and individual accountability to Iwi/Maata Waka.

Members agree to support and abide by the following principles:

7.1.1 Members may clearly express their Iwi views at Tatau Pounamu hui and endeavour to achieve a particular decision and course of action. However, members accept that once a decision has been formally reached by Tatau Pounamu, this decision is binding.

7.1.2 It is inappropriate for a member to undermine a decision of Tatau Pounamu once made, or to engage in any action or public debate, which might frustrate its implementation.

7.1.3 Individual members will not attempt to re-litigate previous decisions at subsequent Hui, unless a majority of members agree to re-open the korero.

7.1.4 Members' personal actions should not bring Tatau Pounamu into disrepute or cause a loss of confidence in the activities and decisions of Tatau Pounamu.

8. TATAU POUNAMU AGENDAS

8.1 Requests for Items to be placed on Tatau Pounamu Agendas

8.1.1 Members with a request for an item to be placed on the Agenda must notify the minute secretary no later than 48 hours prior to the hui. Personal agenda items; members must seek the support of its appointing body prior to it being placed on the agenda.

8.1.2 No new items will be accepted on the agenda, but placed on the agenda for the next scheduled meeting.

8.1.3 It is accepted that at times certain kaupapa will command priority. In these instances Tatau Pounamu will exercise its' own discretion and proceed accordingly.

8.1.4 The Agenda will be structured to ensure that decision papers have priority with information papers included under a separate section.

9. BEHAVIOUR AND ATTENDANCE

9.1 Behaviour and Attendance at Hui

- 9.1.1 Members undertake to have read and familiarise themselves with the minutes of the previous Hui.
- 9.1.2 Members will only make a point if it has not already been raised and is relevant to the kaupapa.
- 9.1.3 Members will not interrupt each other or talk while another member is speaking.
- 9.1.4 Issues will be raised in an objective manner-no personal reference or innuendo will be made to persons associated with the matter being raised.
- 9.1.5 Members will endeavour to achieve closure on one point before another point is raised.
- 9.1.6 No cell phones will be on during Tatau Pounamu hui.
- 9.1.7 Members, the Chair and the General Manager of Māori Health will endeavour to clarify questions, issues, and requests before taking actions or responding.
- 9.1.8 Will not use their official positions for personal gain, or solicit or accept gifts, rewards or benefits which might be perceived as inducements and which could compromise the Mana of Tatau Pounamu.
- 9.1.9 Will exercise care and judgement in accepting any gifts, and advise the Chair and/or the Tatau Pounamu of any offer received.
- 9.1.10 Non-attendance at three (3) consecutive hui without extenuating circumstances is deemed unacceptable resulting in notification to the Chair of their Iwi/ appointing body of their unavailability along with a request for consideration for a replacement.
- 9.1.11 All members will assist the Chair to uphold the behaviour protocols agreed to by Tatau Pounamu.

10. CONFLICT OF INTEREST

10.1 The New Zealand Public Health and Disability Act 2000 sets out the definition and procedure for disclosure of member's interests:

- 10.1.1 A member who is 'interested in a transaction' of the West Coast District Health Board must, as soon as practicable, disclose the nature of the interest to Tatau Pounamu.

- 10.1.2 The member must not take part in any deliberation or decision of Tatau Pounamu relating to the transaction.
- 10.1.3 The disclosure must be recorded in the minutes and entered in a separate interest's register.
- 10.1.4 Recognise that where an interest is declared (or where considered that there is a clear "perception of interest") the normal practice is for the member concerned to leave the room. Tatau Pounamu can, however, exercise its discretion in allowing the member to remain. In such circumstances the member may have speaking rights but would not participate in any decision.

11. PUBLIC STATEMENTS

11.1 Communications from the committee with the public and the media will be subject to the following principles:

- 11.1.1 Only the chairperson or delegated spokesperson may speak on behalf of Tatau Pounamu.
- 11.1.2 If a dissenting member is approached by the media for comment after a hui the member is bound by the general decision, but may expand on an issue or point raised personally by the member at that particular hui.
- 11.1.3 The focus is to remain on the issue and not personalised in any way that is critical of employees or other members of Tatau Pounamu.
- 11.1.4 Members will advise Tatau Pounamu if they are contacted by or intend to speak to the media.

11.2 Should an opinion be sought from the media members should:

- 11.2.1 Make clear the capacity in which they are speaking; i.e. personal views and not those of Tatau Pounamu.

12. TRAINING

12.1 Members are required where possible:

- 12.1.1 To be familiar with the obligations and duties of a member of Advisory Committees and avail themselves of opportunities for training in areas deemed appropriate. This may include courses and or training provided by West Coast District Health Board.

13. REVIEW

- 13.1 Tatau Pounamu may review these terms of reference at any time.

**SIGNED ON BEHALF OF
THEIR RESPECTIVE ORGANISATIONS**

Name Richard R Wallace.....

Chairperson [Signature]..... Date 27/7/11.....

Tatau Pounamu

Name DAVID MEADES.....

Chief Executive Officer [Signature]..... Date 27/7/11.....

West Coast District Health Board

Witnessed by [Signature].....

Date 27-7-2011.....

Name Ben Nabara.....