

# Memorandum of Understanding

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*between*



**TE RUNANGA O MOERAKI INC.**

OLD SCHOOL BUILDING, CNR. TENBY & HAVERFORD STS.



**Te Rūnanga o Ōtākou (Inc)**

Tamatea Road

Ōtākou

RD 2

DUNEDIN, N.Z.



*and*



# **Memorandum of Understanding**

**between**

**Te Rūnanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o  
Ōtākou, Hokonui Rūnanga Inc (kā Papatipu Rūnaka)**

**and**

**The Otago Polytechnic**

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## **Priority One - Treaty Principles**

1. The Kāi Tahu Treaty of Waitangi Principles are the foundation on which all negotiations with Government funded organisations are based. They establish the rights and obligations under statute of both partners and underpin relationships with Government funded organisations. This Memorandum of Understanding gives effect to the Tertiary Education Commission requirements for Tertiary Education Institutions to “contribute to the achievement of Māori development aspirations” as required by the Tertiary Education Strategy.

## **Priority Two - Alignment with Ngāi Tahu 2025 and Ngāi Tahu Education Plan**

2. All Treaty partnership agreements with the Crown need to be consistent with the Ngāi Tahu 2025 document and Ngāi Tahu Education Plan – including milestones and 25-year outcomes as interpreted by Arai-te-Uru Rūnaka.

## **Priority Three – Relationships**

**Te Rūnanga o Moeraki, Kāti Huirapa ki Puketeraki, Te Rūnanga o Ōtākou,  
Hokonui Rūnanga Inc (kā Papatipu Rūnaka) and The Otago Polytechnic.**

3. This Memorandum of Understanding reinforces the status of the four Papatipu Rūnaka as manawhenua and as such the sole treaty partners of The Otago Polytechnic. Kā Papatipu Rūnaka will ensure the relationship between manawhenua and mataawaka is maintained to address the needs of all Māori in the region.

## Priority Four – Implementation

<p><b>Te Rūnanga o Moeraki</b>  <b>Kāti Huirapa Rūnaka ki</b>  <b>Puketeraki</b>  <b>Te Rūnanga o Ōtākou</b>  <b>Hokonui Rūnanga Inc</b>  <b>(kā Papatipu Rūnaka)</b></p>	<ol style="list-style-type: none"> <li>1 Work together to identify specific education needs of Kāi Tahu and other Māori within Rūnaka Takiwā.</li> <li>2 Agree on programmes, student support systems, learning environments and student funding strategies, which meet the identified needs of Kāi Tahu and other Māori within Otago.</li> <li>3 Work together to identify specific participation, retention, and education outcomes for Kāi Tahu and other Māori studying at Otago Polytechnic.</li> <li>4 Monitor progress towards achieving agreed strategies and negotiated outcomes.</li> </ol>	<p><b>The Otago Polytechnic</b></p>
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*Me mahi tahi tātou.*  
*Let us work as one.*

## **SCHEDULE A:**

### **Term**

This agreement has no fixed term and begins on 28 January 2004.

### **Kaupapa**

- The aim of this agreement is whaihua - Māori students supported to achieve their educational aspirations
- The principle objective is the achievement in educational status within Otago of Kāi Tahu, and other Māori with non-Māori, as guaranteed by the Treaty of Waitangi.
- The principle objective of the agreement is that within the Otago rohe, Kāi Tahu and other Maori achieve to the same degree as others, as is guaranteed by the Treaty of Waitangi. In order to contribute to the objective of increasing Kāi Tahu and other Māori participation and success at Otago Polytechnic, both parties to the agreement will work together.
- The Otago Polytechnic recognises the need to work jointly with kā Papatipu Rūnaka in the development, implementation and review of its Charter document, strategic plans, annual plan, policies and programme developments (refer appendix 2 for legislation).

### **Partnership Expectations from this Relationship**

- The Rūnaka partners to the Otago Polytechnic Council will appoint two Ngāi Tahu Māori members. These members will be appointed for a four (4) yearly term and can be reappointed.
- One Council meeting each year will be held at one of the local Marae and will include an open forum.
- A Treaty of Waitangi committee *Te Komiti Kāwanataka*, will be established comprising of eight (8) members, two (2) Rūnaka appointed and three (3) Polytechnic appointees (including Council Members), two (2) staff members and a Kaitohutohu to provide a strong functional relationship between kā Rūnaka, Council, and management to ensure an effective Treaty relationship.
- This committee will assist the Council and the Chief Executive Officer to maintain the relationship, ensure effective communication and monitor the implementation of this agreement, including the development and monitoring of the strategic plan. This committee will ensure that Kai Tahutaka, as practiced by kā Rūnaka, is the basis for all Māori activities within the Polytechnic.
- The position of *Kaitohutohu* will be established. The *Kaitohutohu* to sit alongside the Chief Executive Officer and senior managers. The *Kaitohutohu* will report to the Chief Executive Officer and will provide a Treaty framework perspective and specific

cultural advice as pertains to management issues, implementation of agreed strategies, course content where there is a Treaty component, programme development and strategic advice.

- In order to develop agreed, effective Māori achievement strategies, appropriate needs assessment and measurement systems, which monitor Māori education outcomes, will be incorporated into Otago Polytechnic activities. This will include the collection of accurate ethnicity data, including requesting iwi identification of all its students.
- The Otago Polytechnic will provide kā Papatipu Rūnaka with an annual report that provides detailed analysis of Māori use of all services provided. The annual report should include, but is not limited to:
  - Māori participation, retention and academic success rates for each department.
  - A comparison of such rates with those of non-Māori students.
  - A summary of Māori student satisfaction survey results.
  - A summary of any complaints or fee refund requests made by Māori students
  - A summary of use made by Māori students of student support mechanisms, including a comparison of use rates to that of non-Māori.
- The Otago Polytechnic and Te Komiti Kāwanataka will work together to identify processes that will assess each Department/School's ability to provide effective learning environments for Māori learners and may include cultural audit plans.
- The Otago Polytechnic and kā Rūnaka will develop an agreed annual implementation plan including resourcing requirements.
- The Otago Polytechnic Council members, managers, staff and students will receive education of Kāi Tahu perspectives on the Treaty of Waitangi and practical applications of these perspectives.
- The Otago Polytechnic will work with Arai-te-Uru Rūnaka to develop and implement an agreed scholarship programme.

### **Arbitration/Dispute Resolution**

If any dispute or difference of any kind arises between the Parties to this agreement in connection with or arising out of this agreement:

- a) The Parties will endeavour to settle the dispute or differences by agreement between themselves; and
- b) If the dispute or difference is not settled by agreement between the Parties then it will be referred to mediation and, if necessary, arbitration in accordance with the Arbitration Rules 1993.

### **Review**

This agreement will be reviewed annually (by 30 June each year) by Otago Polytechnic and Papatipu Rūnaka.

## **Termination**

This agreement can be terminated by:

- a) either party giving the other at least twelve months' notice in writing, or
- b) both parties mutually agreeing a termination date and time.

*Kua tawhiti kē te harereka,  
kia kore e haere tonu.  
He tino nui rawa ōu mahi,  
kia kore e mahi nui tonu.  
We have come too far, not to go further.  
We have done too much, not to do more.*

## **SCHEDULE B:**

### **Financial**

To be agreed within annual budget process

*Mā te huruhuru ka rere te manu  
With feathers the bird will soar*

*Na tōu rourou, me taku rourou,  
kā ora ai te iwi.  
With your food-basket and my food-basket,  
the people will flourish.*

**SIGNED ON BEHALF OF**

**Te Rūnanga o Moeraki**

by: 

date: 28/01/04

**Kāti Huirapa Rūnaka ki Puketeraki**

*Enivia Wyke*

by: 

date: 28/01/04

**Te Rūnanga o Ōtākou**

by: 

date: 28/1/04

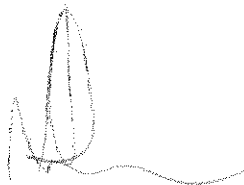
**Hokonui Rūnanga Inc**

*M. MacKintosh*

by: Weta Mere MacKintosh

date: 28/1/04

**The Otago Polytechnic**



by: Graham Coum

date: 28/1/04



## **APPENDIX 1**

### **PRINICPLES: TE RŪNANGA O NGĀI TAHU TREATY FRAMEWORK**

1. The Treaty of Waitangi was signed between Kāi Tahu whānui and the Crown in 1840 at Akaroa (May 30), Ruapuke Island (June 9, 10) and Ōtākou (June 13). Kāi Tahu whānui is, and was at the time of the signing of the Treaty, the Takata whenua within the boundaries as confirmed in Te Rūnanga O Ngāi Tahu Act 1996 (*Ngāi Tahu Claims Settlement Act 1998*).
2. Te Rūnanga O Ngāi Tahu recognises the Crown's right and responsibility to provide good government and to make law on behalf of all citizens of New Zealand and to protect all customary rights, aboriginal title and other rights inherent in the rakatirataka of Kāi Tahu whānui (*Article I & II Treaty of Waitangi*).
3. The Crown exercises kawanataka in a manner which actively protects Kāi Tahu rakatirataka and mana over the land within its boundaries, as confirmed in Te Rūnanga O Ngāi Tahu Act 1996, and further recognises Kāi Tahu whānui as takata whenua within the takiwa of Kāi Tahu whānui (*Article II Treaty of Waitangi, Ngāi Tahu Claims Settlement Act 1998*).
4. The Crown recognises Kāi Tahu as the sole Treaty partner within the takiwa of Kāi Tahu whānui.
5. The Crown recognises Te Rūnanga O Ngāi Tahu as the representative of Kāi Tahu whānui on all matters and where any enactment requires consultation with respect to matters affecting Kāi Tahu whānui that consultation shall be held with Te Rūnanga o Ngāi Tahu (*Te Rūnanga O Ngāi Tahu Act 1996*).
6. Te Rūnanga O Ngāi Tahu acknowledges that they are bound by section 15.3 (a) of the Te Rūnanga O Ngāi Tahu Act 1996 to consult with Papatipu Rūnaka.
7. Individual members of Kāi Tahu whānui have a right to expect equitable access to the benefits and services provided to all New Zealand citizens by the Government of New Zealand via social and public policy (*Article I & III of Treaty of Waitangi*).
8. Te Rūnanga O Ngāi Tahu seeks to hold the Crown / Government to exemplary standards of administration and leadership.
9. It is expected that the Crown / Government will also hold Te Rūnanga o Ngāi Tahu to its obligations as the Treaty partner.

## **APPENDIX 2**

### **LEGISLATIVE AND GOVERNMENT POLICY REQUIREMENTS**

#### **1. Education Act 1989**

##### **1. Tertiary Education Strategy 2002/07 and The Statement of Tertiary Education Priorities 2003/04.**

The tertiary system must meet the educational needs and aspirations of Māori communities. Partnership and autonomy expressed in the Treaty of Waitangi must be given effect through the Government, Māori and the tertiary education system working together to produce success in terms meaningful to Māori.

The STEP states that the following objectives of Strategy 2 Te Rautaki Mātauraka Māori are of the highest priority.

- 8) Tertiary education leadership that is effectively accountable to Māori communities.
- 12) Increased participation by Māori in both a broader range of disciplines and in programmes that lead to higher-level qualifications.
- 13) A tertiary education system that makes an active contribution to regional and national Māori / whānau / hapū / iwi development.

##### **2. Otago Polytechnic Charter**

The Act also requires Councils to prepare, negotiate and adopt a Charter for the institution and to ensure the institution is managed in accordance with its Charter.

The Charter talks about its obligations towards Māori in the context of a Memorandum of Understanding that is being developed with Ngāi Tahu. The Polytechnic states that it will use this document as a vehicle for fulfilling its obligations as a Treaty partner and as a guide for identifying training needs for Iwi / Māori and the appropriate response.

The Charter also states in paragraph 4.8 that in the Polytechnic's partnership with Māori, the Polytechnic will not only maintain but also enhance effective dialogue with and input from Ngāi Tahu.

At paragraph 8.1 the Polytechnic states that it will uphold its obligations to iwi under the Treaty of Waitangi, which includes the obligation to consult.

At paragraph 11.3 of the Charter, the Polytechnic states that further discussions will lead to the signing of the Memorandum of Understanding.