

**Terms of Reference**  
**between**  
**Te Hurumanu**  
**and**  
**Manatū Aorere / The New Zealand Ministry of Foreign Affairs and Trade**

Te Tiriti o Waitangi / the Treaty of Waitangi (Te Tiriti) is a founding document of government in New Zealand. It established a continuing partnership between Iwi Māori and the Crown, and forms the basis of this Terms of Reference.

Manatū Aorere / The New Zealand Ministry of Foreign Affairs and Trade [Manatū Aorere] recognises the importance of applying the principles of Te Tiriti – including the principles of partnership, good faith, and active protection – at the core of its work.

A key platform to achieve this is ensuring that Manatū Aorere partners effectively with Māori in line with Manatū Aorere Te Tiriti responsibilities.

**1. Vision**

1.1 This partnership seeks to influence outcomes that align with Māori and Aotearoa New Zealand's values and interests in a national and global setting. In this context, the goal is that through this partnership with Te Hurumanu, the group's Te Ao Māori expertise and knowledge, values, and interests will be taken into account in Manatū Aorere organisational priorities and strategic planning to create a more holistic outlook.

**2. Kaupapa**

2.1 The 2021 Rata/Heslop report "Mātauranga Māori at MFAT" recommended that MFAT operate in "true partnership" with Māori. The aspiration for this Tiriti partnership model is intended to reflect Manatū Aorere's ongoing commitment to deliver on its responsibilities under Te

Tiriti. Te Hurumanu will work alongside the Chief Executive and Senior Leadership Team of Manatū Aorere in accordance with the terms of this document to bring a Tirohanga Māori<sup>1</sup> to the strategic policy and organisational issues facing Manatū Aorere .

- 2.2** The purpose of this document is to record the nature of the relationship between the parties, the scope of issues Te Hurumanu advise on, and to broadly outline how the parties will engage with one another in a spirit of partnership.

### **3. Te Hurumanu and Manatū Aorere Partnership**

#### **3.1 Te Hurumanu**

3.1.1 Te Hurumanu is a strategic partnership group that MFAT engages and partners with for guidance on key strategic policy and organisational issues. Members represent a diverse range of views from a cross section of Māori communities, businesses, iwi and Māori collectives and perspectives. Te Hurumanu acts for the communities and will endeavour to bring a voice of iwi and Māori forward.

3.1.2 The name Te Hurumanu comes from the narrative in which Hurumanu is one of the children of Rangi and Papa. He begat the numerous birds of the ocean, many of which travel to and from distant lands. It is also related to the proverb uttered by Tamaterangi of Ngāti Kahungunu 'as the clouds bedeck the heavens so feathers adorn the bird'. It instructs us to wear the appropriate garments for an occasion. Further, it encourages us to consider how we present ourselves in representation of a collective cause in different contexts. There is also the well-known proverb 'Mā te huruhuru ka rere te manu' which translates to 'by their feathers the bird flies'. In this instance however, the huru manu or feathers are te reo, tikanga, mātauranga Māori and Te

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<sup>1</sup> Māori perspective.

Tiriti o Waitangi. From these oral traditions and concepts we have the name, Te Hurumanu [The Māori Partnership Group] as the ethos of those narratives aligns to the purpose of the group.

3.1.3 This kōrero was gifted to Te Manatū Aorere by Ngahiwi Tomoana.

### **3.2 Manatū Aorere**

3.2.1 Manatū Aorere is the Government's principal agency for pursuing New Zealand's foreign policy, trade, development assistance, environment and climate change interests internationally.

3.2.2 Manatū Aorere is also the Government's principal adviser on matters of international law, delivers consular services for New Zealanders abroad, and manages a network of offshore posts that support Manatū Aorere and other government agency platforms in 58 locations.

## **4. Purpose**

4.1 The purpose of Te Hurumanu is to ensure Te Ao Māori views, values, and interests are taken into account as the Chief Executive and Senior Leadership Team consider the most pressing policy and organisational challenges facing Manatū Aorere. This includes but is not limited to:

- 4.1.1 providing leadership and/or advice on the current and future direction of key strategic priorities;
- 4.1.2 advocating what the priority needs are for iwi and Māori in the context of foreign policy and organisational issues, and the recommendations required to approach these issues;
- 4.1.3 facilitating a collaborative forum to wānanga emerging issues of interest to iwi and Māori;
- 4.1.4 providing thought leadership and advice concerning the strategic direction of Manatū Aorere;

4.1.5 identifying and agreeing upon insight opportunities for iwi and Māori; and

4.1.6 contributing to the uplift of Manatū Aorere's capability in and understanding of Mātauranga Māori.

## **5. Mahi**

5.1 The parties will develop and agree on a 12-month annual work plan that broadly lays out and guides the parties' focus and efforts.

5.2 Manatu Aorere will monitor value and impact of parties' efforts through annual reporting back to Te Hurumanu and Manatu Aorere senior leadership.

## **6. Composition of Te Hurumanu**

6.1 Te Hurumanu will consist of a minimum of five members including two co-chairs. One co-chair will be the DCE-Policy and the other will be elected by the membership.

6.2 Members of Te Hurumanu are appointed by agreement with a final decision being made by the Chief Executive of Manatū Aorere. Members are selected based on their experience and expertise with relevant iwi and Māori groups, demonstrated success in various governance roles, and for their unique understanding of the machinery of Manatū Aorere.

6.3 Te Hurumanu members are appointed for a period of up to three years. A member may be appointed for further periods in response to a particular need.

6.4 If membership needs to change, Manatū Aorere will work in partnership with Te Hurumanu to appoint a replacement member.

6.5 Te Hurumanu members may resign by written notice to the responsible co-chairs.

6.6 Manatū Aorere also retains the ability to remove members of Te Hurumanu where issues arise relating to performance of their role or matters which would bring Manatū Aorere into disrepute.

## 7. Technical Advisors

7.1 In partnership with Manatū Aorere, Te Hurumanu may choose to invite other individuals with special knowledge and expertise to ensure Te Hurumanu has the appropriate skills and expertise for its mahi.

7.2 Technical Advisors will provide specialist support and are encouraged to participate in discussions but shall not participate in the decision-making of Te Hurumanu.

## 8. Meetings

8.1 Te Hurumanu and Manatū Aorere will meet quarterly or as needed. These meetings may take place in person, online, or as circumstances permit.

8.2 At such meetings, it is not necessary for all members of Te Hurumanu to be present, however, there is an expectation that any major issues will be discussed with all members, so as to seek their views before any major decision is taken.

8.3 Additional meetings may be called as required by agreement between Te Hurumanu and Te Manatū Aorere .

8.4 Supporting papers will be provided by Manatū Aorere representatives including:

8.4.1 Agendas;

8.4.2 Previous meeting minutes; and

8.4.3 Supporting papers.

- 8.5 Manatū Aorere will circulate a draft meeting agenda at least one week ahead of each regular or special meeting if practical.
- 8.6 Manatū Aorere will circulate draft minutes of each meeting no later than one week after each regular or special meeting. Minutes are to be formally confirmed at the next meeting.
- 8.7 Manatū Aorere will maintain a Te Hurumanu recommendations register and will report back on how Te Hurumanu advice was acted upon, with rationale as required.

## **9. Good faith and non-enforceability**

- 9.1 While Te Hurumanu and Manatū Aorere will work together in good faith, they do not intend for the terms of reference to be legally binding or enforceable.

## **10. Linkages and Relationships**

- 10.1 Members will apply their leadership and expertise with the aim of influencing outcomes that align with iwi and Māori values and interests in a national and global setting, recognising that Aotearoa New Zealand values and interests more broadly are also relevant.
- 10.2 Manatū Aorere engages with other relevant Te Tiriti partner representative groups and Māori experts. Manatū Aorere has developed and maintained important relationships with a number of Te Tiriti partner representative groups over recent years and will continue to do so. These diverse relationships reflect the importance for Manatū Aorere to engage with a range of Māori with the issues Manatū Aorere works on and are not at odds with one another.
- 10.3 In certain circumstances, Te Hurumanu members may facilitate Manatū Aorere's engagement with other Te Tiriti partner representative groups.

## **11. Manatū Aorere's Communications with Other Parties**

- 11.1** Manatū Aorere may share information from meetings and other engagement with Te Hurumanu internally, with other groups, agencies, and Ministers. Manatū Aorere will consult with Te Hurumanu about communications with media and the public.
- 11.2** Manatū Aorere may be required to provide information it receives from Te Hurumanu to members of the public under the law, including under the Official Information Act 1982. It will consult with Te Hurumanu if such requests are received.
- 11.3** If Te Hurumanu provides or creates information they do not want shared, the parties will discuss how to appropriately protect that information.
- 11.4** Some issues that Manatū Aorere wishes to discuss with Te Hurumanu will be based on classified information, including information that is confidential to negotiations or other State Parties or entities. Retaining confidentiality is critical to maintaining trust between the Parties, foreign states, or other entities. Te Hurumanu representatives who wish to access classified information agree to sign legally binding confidentiality agreements.

## **12. Conflict of Interest**

- 12.1** Each Te Hurumanu member acknowledges that on the date that this Terms of Reference is signed:
- 12.1.1** They have no actual, potential, or perceived conflict of interest in entering this Terms of Reference; or
- 12.1.2** A conflict has been declared, and the parties have discussed, agreed, and recorded in writing how it will be managed (provided the conflict of interest can be managed).

### 13. Funding Support

- 13.1 Manatū Aorere will contribute annually, in accordance with the Cabinet Fees Framework<sup>2</sup> , to supporting Te Hurumanu's engagement and activities under this Terms of Reference.
- 13.2 Overall expenses include administrative costs, travel and accommodation expenses to attend relevant meetings and events, meeting preparation and attendance, speaking engagements where relevant, and activities that Te Hurumanu may deem relevant to achieving their objectives.
- 13.3 While the parties intend for this to be an enduring partnership, Te Hurumanu understands that Manatū Aorere's ability to provide financial contributions is dependent on Manatū Aorere's funding from the Crown.

### 14. Review

- 14.1 Te Hurumanu in partnership with Manatū Aorere will review the Terms of Reference on an annual basis on the anniversary of this Terms of Reference's signing. The review may lead to changes in this Terms of Reference.

Signed at Wellington on the 13<sup>th</sup> of August 2024.

For Te Hurumanu

For Manatū Aorere



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<sup>2</sup> The role of Te Hurumanu is captured under Group 4: all other Committees and other Bodies.