

Memorandum of Understanding
Between
Te Taumata
and
The Ministry of Foreign Affairs and Trade (MFAT)

Te Tiriti o Waitangi/the Treaty of Waitangi is New Zealand's founding constitutional document that affirmed te tino rangatiratanga o ngā iwi me ngā hapū, and the kāwanatanga of the Crown. It established a continuing partnership between the Crown and Māori.

Ka hikitia te whanaungatanga a te Manatu Aorere me te Iwi Māori: the overarching aspiration for this Tiriti/Treaty partnership is that Māori have confidence in their partnerships with the Ministry. Both parties wish to reflect Te Tiriti/Treaty principles of partnership, participation, protection and prosperity.

1. The parties

Te Taumata is a group of recognised leaders in Maori socio-economic and cultural development areas with significant networks across Maoridom who have been chosen by Māori to engage with MFAT on trade policy and related matters.

The Ministry of Foreign Affairs and Trade (MFAT) is the Government's principal agent for pursuing New Zealand's interests and representing New Zealand internationally. Among other functions, it is the Government's specialist trade adviser and negotiator.

MFAT recognises that Te Taumata operates under its own terms of reference, and MFAT has no role under Te Taumata's constitution or the appointment of members. However, Te Taumata agrees to seek MFAT's views before appointing a new member.

2. Purpose

The parties wish to work together as a key part of MFAT's engagement with Māori on trade policy and on New Zealand's wider trade negotiating agenda and on Māori priorities within those areas.

Te Taumata will assist MFAT to identify and understand Māori interests in relation to trade negotiations and directly related issues, including specific Wai 262 trade linkages, and ensure discussions to help inform New Zealand's position at the international level when those interests are affected. This may include discussions with MFAT on overall trade strategy and in relation to particular agreements, addressing the consistent application of the 2001 Strategy for Engagement with Māori on International Treaties in the trade context, facilitating engagement with other individuals and bodies where

appropriate, and assisting MFAT to increase its internal understanding and application of mātauranga Māori. This may also include proposals from Te Taumata as to whether further broader and/or deeper engagement with Māori may be needed on trade matters.

MFAT acknowledges the need for Te Taumata to stay closely connected with its Māori constituencies. In the spirit of Te Tiriti/Treaty partnership, MFAT wishes to support them in this endeavour. MFAT recognises that those who are chosen have accountability to their communities, including through consultation and reporting.

MFAT's engagement relationship with Te Taumata is complementary to its duty as a Treaty partner to engage with Māori, and MFAT will continue to engage in other ways with Māori on trade matters.

3. Whakapakiri

The parties will work together in good faith to build and use an effective mechanism for discussions on trade and directly related issues. Both parties accept that there will be a period of learning and agree to discuss and review their practices as it becomes necessary.

The parties acknowledge the status of the other as representatives of the partners in Te Tiriti/the Treaty of Waitangi relationship. MFAT recognises its obligation as part of the Crown to identify Māori interests and balance those interests against others so as to afford them a reasonable degree of protection. The mutual goal is that Te Taumata are valued participants in the development of trade policy and related matters.

4. Agreed annual work plan

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

5. Meetings

5.1 Regular meetings

Representatives of the parties will meet in person at least once a quarter. Te Taumata will ensure that enough members attend to form a quorum as defined in its terms of reference.

Regular meetings may be held in Wellington or in other locations as agreed.

The Chair and the MFAT Secretariat, supported by the Deputy-Secretary, Trade and Economic Group at MFAT as needed, will maintain monthly contact to ensure that the quarterly meetings address the parties' shared aspirations.

5.2 Special meetings

The parties may agree to meet more frequently as required and if requested, or to form special working groups that will meet more frequently in order to work on particular issues.

Special meetings may take place in person or by way of teleconference or VPN.

5.3 Documentation

A draft agenda will be circulated by MFAT at least four weeks ahead of each regular meeting, and at least one week ahead of each special meeting if practical. The agenda for these meetings will be 1) to review and discuss progress against matters agreed in the annual work plan, and 2) any other matters agreed by the parties.

Either party can table papers to be discussed at the next meeting. These should be circulated at least three weeks ahead of each regular meeting unless additional time is required to respond to an item on the agenda. In such a case, the party will prepare the relevant paper with appropriate time, and will inform the other party to expect the paper, and when it will be made available.

Draft minutes of each meeting will be circulated by MFAT no later than one week after each regular meeting and no later than one week after each special meeting if practical. Minutes are to be formally confirmed at the succeeding meeting.

Minutes are to be a concise, high level summary of matters discussed and actions agreed upon. Individuals are responsible for taking their own more detailed notes if desired.

Non-confidential parts of the agreed minutes can be distributed beyond the parties, including being made available electronically.

6. Communication

To ensure effective and efficient collaboration, particularly between meetings and in preparation for meetings, the principal contacts for each party are the Chair of Te Taumata and the MFAT secretariat (MFAT's Māori Policy Unit).

7. Information sharing

7.1 MFAT will provide information

The parties agree that the success of the relationship between MFAT and Te Taumata will depend on the nature and timing of information MFAT provides, and Te Taumata's responsiveness and engagement.

MFAT will use its best endeavours to ensure that the members of Te Taumata are provided with sufficient information to engage in meaningful and effective discussion on all topics identified (by either party) as appropriate for its consideration. Matters that should be considered by Te Taumata are to be identified in consultation and by reference to the purposes of the relationship described in clause 2 of this MOU.

MFAT will also use its best endeavours to ensure that this information is provided in a timely manner, so that Te Taumata have adequate time to consider it and consult more widely if appropriate.

Te Taumata acknowledges that there may be some information that MFAT cannot share, for example where another state provides information on condition of absolute confidence. Where information cannot be disclosed for this reason, MFAT will use its best endeavours to provide an accurate summary of the content to enable Te Taumata to fulfil its role and responsibilities in relation to that matter.

This MOU therefore does not create any legally enforceable obligation on MFAT to share information.

7.2 Confidentiality

Some of the information MFAT shares with Te Taumata will be highly sensitive, including information that is confidential to negotiations or to other states or entities. Retention of confidentiality is critical to maintaining the trust of these states or entities. Te Taumata agrees that it is appropriate that its members sign legally binding confidentiality agreements in the attached form. MFAT will explain at the time whether the shared information is covered by the confidentiality agreement.

The members of Te Taumata may share with others information they receive from MFAT if it is not covered by the confidentiality agreement.

7.3 Te Taumata's communications with other parties

Subject to the confidentiality obligations referred to in cl 7.2 above, there are no restrictions on what members of Te Taumata may say to other individuals or groups or to the media about any policy or position of MFAT or anything that MFAT does.

7.4 MFAT's communications with other parties

MFAT may share information from meetings and other engagement internally, with other agencies and with Ministers. MFAT, other agencies or Ministers may refer to Te Taumata in communications with media and the public.

of a fee for up to 2 members of Te Taumata to attend regional hui where both parties agree this is required and for all members of Te Taumata to attend a national hui.

This approach will also apply if Te Taumata accepts an invitation to participate in MFAT-led engagement.

9. Managing concerns

In addition to the monthly contact between the Chair of Te Taumata and MFAT Secretariat, provided for in clause 5.1, the Chair and the Deputy-Secretary, Trade and Economic Group at MFAT can discuss at any time any concerns they have in relation to the parties' performance and application of their responsibilities and roles under this Memorandum of Understanding.

10. Review

In late 2020, Te Taumata will review its Terms of Reference. Around that time, the parties will review the operation of this MOU and decide whether it should be continued, modified, or discontinued. A decision will be made at the regular meeting in the first quarter of 2021. If the parties agree to continue the MOU, it will be reviewed every two years.

MFAT may be required to provide information it receives from Te Taumata to members of the public under the law, including under the Official Information Act 1982. It will consult with Te Taumata if such requests are received.

If Te Taumata provides or creates information they do not want shared, the parties will discuss how to appropriately protect that information.

8. Resourcing

8.1 Secretariat

MFAT will act as Secretariat for the engagement between the parties. This means it will:

- Organise appropriate times and venues for meetings;
- Coordinate views on a meeting agenda and the production of background papers;
- Circulate agendas, minutes and other documentation;
- Provide members of Te Taumata with MFAT information (including receiving requests for information);
- Confirm attendance and inputs e.g. note taking;
- After each meeting, monitor follow-up activities to ensure they are carried out in a timely manner and minutes are circulated and confirmed;
- Facilitate requests for information and additional meetings;
- Organise travel and accommodation for Te Taumata for meeting attendance;
- Receive and process invoices for reimbursement;
- Assist Te Taumata with organising wider consultation (see cl 8.4 below);
- Undertake other administrative tasks required to facilitate engagement.

8.2 Koha/fee

MFAT will pay a koha/fee to members of Te Taumata which will be set consistently with the *Cabinet Revised Fees Framework for members appointed to bodies in which the Crown has an interest*.

8.3 Expenses

MFAT will reimburse members of Te Taumata for reasonable travel and accommodation costs incurred for attendance at meetings between MFAT and Te Taumata. MFAT may also consider reimbursement of Te Taumata for reasonable costs incurred in the conduct of agreed MFAT-Taumata activities, co-ordinated through the MFAT Secretariat.

8.4 Supporting wider consultation

MFAT will consider, in good faith and in light of appropriate budget considerations, any requests by Te Taumata to support its wider consultation with Māori, including venue, AV and catering costs at hui. It will also include accommodation, travel and a koha in lieu

11. Status of this MOU

While the parties will use their best endeavours to meet their obligations under this Memorandum of Understanding, they do not intend it to be legally binding.

Signed at Wellington on 24 September 2019

Te Taumata

Chris Insley (Chair)

Rawson Wright (Deputy Chair)

Johnny McGregor
(Deputy Chair – alternate)

Angeline Greensill

Victor Goldsmith

Te Taru White

Robert Joseph

Hone Tiatoa

Ministry of Foreign Affairs and Trade

Vangelis Vitalis
(Deputy Secretary, Trade and Economic Group)