

He Tutohinga Whakamataau

Charter of Understanding

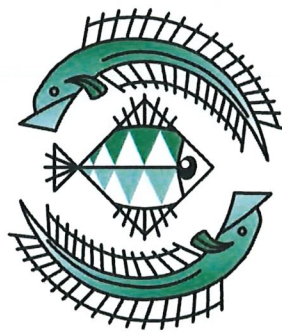
Between



Lincoln
University
Te Whare Wānaka o Aoraki

Lincoln University

And



Te Taumutu Rūnanga

This agreement is made on

BETWEEN **TE TAUMUTU RŪNANGA**
(Hereinafter referred to as "Rūnanga")

And **LINCOLN UNIVERSITY**
(Hereinafter referred to as "University")

1.0 **PURPOSE**

- 1.1** The purpose of the Charter of Understanding is to develop a relationship of mutual benefit between the University and the Rūnanga.
- 1.2** This Charter establishes and provides the basis for an ongoing relationship between the University and the Rūnanga that is consistent with the Treaty of Waitangi.
- 1.3** This Charter acknowledges and is cognisant of the broader Treaty relationship between the University and Ngāi Tahu through Te Rūnanga o Ngāi Tahu.

2.0 **BACKGROUND**

- 2.1** The Rūnanga and University believe Te Tiriti o Waitangi/ the Treaty of Waitangi, to be the founding document of Aotearoa/New Zealand and to provide the basis for a solemn compact between the two parties.
- 2.2** The Treaty provides for the exercise of kawanatanga by the University, while actively protecting the Te tino rangatiratanga of the Rūnanga in respect of their culture, traditions, mātauranga (knowledge) and taonga.
- 2.3** The Treaty signifies a partnership and its principles require the University and Rūnanga to act toward each other reasonably and with the utmost good faith.
- 2.4** The University and Rūnanga are committed to building their relationship in a spirit of friendship and cooperation.
- 2.5** The University affirms its mission in its charter "to recognise and provide for the Treaty of Waitangi/Te Tiriti o Waitangi and the status of tangata whenua" and its goal to "recognise and provide for the Treaty of Waitangi and contribute to Māori development".

3.0 THE PARTIES

3.1 Lincoln University is represented by its Council

- 3.1.1 The role of the Council is governance of the institution, policy-making and ensurance that the financial, physical, education and intellectual assets of the university are efficiently and effectively managed.
- 3.1.2 The Vice Chancellor is responsible for the management of the academic and administrative operations of the University.
- 3.1.3 The University consists of different communities of interest and under this charter includes its Council, Vice Chancellor, academic, research and support staff and students.

3.2 Te Taumutu is represented by its Rūnanga.

- 3.2.1 The Tangata Whenua of the Taumutu takiwā are the hapū of Ngāi Te Ruahikihiki, being descendants of the following tribes: Ngāi Tahu, Ngāti Mamoe and Waitaha.
- 3.2.2 For the purpose of consultation, negotiation, support, tikanga and manaakitanga in the Taumutu takiwā, the hapū is represented by Te Taumutu Rūnanga.
- 3.2.3 By virtue of the Te Rūnanga o Ngāi Tahu Act 1996, Ngāi Tahu is a legal entity. The Iwi Authority is represented in the Taumutu takiwā by the above mentioned Rūnanga.

4.0 GOALS AND OBJECTIVES

4.1 Goals

- 4.1.1 Mutual Benefit: To forge a relationship of mutual benefit between the University and the Rūnanga that will develop into an effective and meaningful partnership.
- 4.1.2 Advancement of education: To advance the education of Māori and non-Māori for the benefit and well-being of the community, both now and in the future.
- 4.1.3 Collaboration: To work collaboratively to advance each other's education, research, intellectual, cultural and planning and development interests.

4.1.4 Te Waihora: Acknowledging that Te Waihora (Lake Ellesmere) is a central feature of the Te Taumutu takiwā and the Lincoln environment, to work collaboratively to protect and enhance the mauri of the lake and its environs.

4.2 Objectives

4.2.1 Commitment: To recognise the commitment of both parties to work together in good faith with clarity of purpose and an accommodation of different cultural values in order to foster harmonious relationships.

4.2.2 Consultation: To establish formal consultation processes between the parties and develop candid and open sharing of information and confidences.

4.2.3 Capacity: To facilitate the Rūnanga's exercise of kaitiakitanga, manaakitanga and rangatiratanga over its takiwā and to assist it develop the capacity to be an active partner in various mutual interests.

4.2.4 Decision-making and policy development: To develop opportunities for the Rūnanga to contribute to the decision making of the university, through appropriate mechanisms.

4.2.5 Cultural effectiveness: To assist the university's development and enhancement as a culturally effective institution.

4.2.6 Hapū wellbeing: To develop opportunities to improve hapū wellbeing.

4.2.7 Teaching and research: To develop opportunities and capacity for teaching and research that is beneficial to both parties i.e. staff, students and Rūnanga.

4.2.8 Refinement of current practice: Acknowledging that some of the abovementioned goals and objectives are already university practice, to work with the Rūnanga to continually refine and improve these practices.

5.0 PRINCIPLES FOR THE RELATIONSHIP

- 5.1** Good Faith: The parties each have a duty to interact with each other in the best possible way with reason, respect, understanding, reasonableness and honesty of purpose.
- 5.2** Active protection: The parties duties to protect each other's' interests is not simply a passive one, but is in all respects an active one and the parties will work cooperatively to determine how best to protect and resource each other's interests according to their ability.
- 5.3** Evolving relationship: The parties recognise that relationships are dynamic and by mutual agreement may decide to develop and adopt further principles to enhance their relationship.

6.0 REPRESENTATION

- 6.1** Representation refers to the mechanisms which provide for individuals and groups authorised to speak for Te Taumutu Rūnanga to participate in Lincoln University decision making processes.
- 6.2** When Te Rūnanga o Ngāi Tahu appoints a Te Taumutu Rūnanga representative to the University Council the expectation is that this representative will maintain a direct relationship with the Rūnanga..
- 6.3** Rūnanga representation will be provided through the mechanisms listed below:
 - 6.3.1** Māori or Treaty Standing Committees of Council: The Rūnanga will appoint its own representatives to such committees of Council.
 - 6.3.2** Special Purpose Committees: The Rūnanga in discussion with the University may establish special purpose committees to address, kawa, tikanga, cultural issues of importance to the University, including Māori staff and Māori students. Such committees shall be chaired by a member of the Rūnanga.
 - 6.3.3** Quarterly Executive Forum: An Executive Forum between the Chancellor, Vice-Chancellor, Chair Te Taumutu Rūnanga and Rūnanga nominees, shall be held quarterly to discuss issues of mutual interest and concern.
 - 6.3.4** Joint Meetings: Joint meetings between the Vice Chancellor, Chairperson of the Rūnanga (and/or nominees) and Assistant Vice Chancellor Māori and Pasifika will be held when deemed to be necessary by either University or Rūnanga.
 - 6.3.5** Working Parties: Working parties may be established, by mutual agreement of appropriate University and Rūnanga staff, to facilitate hapū input into University policies and plans.
 - 6.3.6** Representation at Council or Standing Committee meetings: Within the framework of the Councils Standing Orders, Te Taumutu Rūnanga representatives may by invitation address any committee meeting or full Council on matters relating to Council's functions and responsibilities under this charter.

7.0 CONSULTATION AND COMMUNICATION

- 7.1** Both the University and Rūnanga will benefit if consultation and communication is as efficient and effective as possible. The Rūnanga though, require resources to make meaningful responses.
- 7.2** Consultation involves:
 - 7.2.1 A genuine invitation to give advice and a genuine consideration of that advice.
 - 7.2.2 The provision of sufficient information and time for the consulted party to be adequately informed, to appraise the information and make useful responses.
 - 7.2.3 The party obliged to consult, keeping its mind open, being ready to change and seeking at least consensus.
- 7.3** Consultation is not simply informing the Rūnanga of impending actions. The duty is an active one. The university must consult early and in good faith.
- 7.4** To facilitate consultation the University will:
 - 7.4.1 Liaise with the Rūnanga through the Te Taumutu Rūnanga Office.
 - 7.4.2 Consult with the Rūnanga through its representative on Ahumairaki:
 - 7.4.2.1 during the preparation and review of the university's Charter and profiles.
 - 7.4.2.2 during the preparation and review of the university's strategic and annual plans.
 - 7.4.3 Have regard to any education plans prepared by the Rūnanga.
- 7.5** To facilitate consultation the Rūnanga will:
 - 7.5.1 Use the consultation in a positive and proactive way.
 - 7.5.2 Subject to resource and time availability provide clarification on education, kawa, tikanga or cultural matters of significance to the iwi, hapū, university, staff and students.
 - 7.5.3 Identify appropriate contact persons to provide appropriate information to ensure the University is kept adequately informed.
 - 7.5.4 Address all issues promptly and in good faith.

8.0 TIKANGA, KAWA, PŌWHIRI/ MIHI WHAKATAU

- 8.1** All activities and cultural ceremonies on campus or within the Taumutu takiwā that require or deem a Māori perspective or approach to be appropriate shall be carried out according to Ngāi Te Ruahikihiki ki Taumutu tikanga and kawa.
- 8.2** The issue of appropriateness shall be a matter for discussion and agreement between the University and the Rūnanga or its representatives.
- 8.3** All pōwhiri and mihi whakatau held at Lincoln University or within the Taumutu takiwā must be approved by the Rūnanga in accordance with the 'Guidelines for Pōwhiri /Mihi Whakatau' attached to this charter as Annex 1.

- 8.4** The University accepts that these activities need to be appropriately resourced and will work with the Rūnanga to ensure that appropriate and reasonable resource needs are provided.

9.0 RESOURCES

- 9.1** In recognition of the partnership and active protection principles, the University will provide resources to the Rūnanga to facilitate their involvement in University matters.
- 9.2** In the context of this charter resources may include:
- 9.2.1 Technical advice
 - 9.2.2 Expertise
 - 9.2.3 Information
 - 9.2.4 Financial support
 - 9.2.5 Contracting for services
 - 9.2.6 Honoraria
- 9.3** Resourcing will be mutually agreed and according to a process agreed to by both parties that is timely and reasonable.
- 9.4** The University and Rūnanga recognise the limitations and constraints on each party in respect of resources.
- 9.4.1 On occasion, the Rūnanga does not have the human or financial resource to respond adequately to consultation and participation requirements.
 - 9.4.2 For their part the Universities resources which derive primarily from government and student fees are also limited. However the University should set priorities and demonstrate accountability.
- 9.5** Appropriate areas where the University may agree with the provision of resources to the Rūnanga to facilitate their participation include:
- 9.5.1 Preparation and review of University policies and plans.
 - 9.5.2 Provision of administrative support, travel and meeting allowances to participate in meetings, include those referred to in 6.3 of this charter.
 - 9.5.3 Provision of cultural, intellectual, technical assistance and advice.
 - 9.5.4 General provision of information and advice and assistance in interpreting and using that information.
 - 9.5.5 Provision of koha for cultural events such as pōwhiri on the University campus or associated with University activities.
 - 9.5.6 Provision for reimbursement of expenses and koha to kaumatua and (where appropriate) other Rūnanga members for University functions. These functions include but are not limited to:
 - 9.5.6.1 University Graduation
 - 9.5.6.2 Māori Graduation
 - 9.5.6.3 Māori student and/or staff welcomes
- 9.6** In some circumstances the University and Rūnanga may see contracting and/or the specific appointment of personnel as the most appropriate method to resource Rūnanga participation and contribution. In such cases the normal rules of contract and performance would apply.

10.0 EDUCATION, TRAINING AND RESEARCH

- 10.1** The University and Rūnanga will explore common areas of interest to determine what each party may be able to offer the other in terms of education and training and may choose to document any agreements made
- 10.2** For its part and subject to resource availability, the Rūnanga will consider providing:
- 10.2.1 Training, seminars and workshops for University Councillors, staff and where appropriate students, on tikanga, kawa, history, Treaty of Waitangi, cultural values and other aspects of Māori culture and society.
 - 10.2.2 Academic teaching services (i.e. contract to teach subjects, provide guest lectures, participate in fieldtrips) in areas of its expertise, where appropriate.
- 10.3** For its part the University will consider opportunities for the Rūnanga to participate in training and education of an academic, scientific or technical nature using expertise and resources available to the University.
- 10.4** Both parties acknowledge the special research relationship that exists between the University and Rūnanga, the need to develop a strong bicultural research culture and the contribution that each can make to the research needs and requirements of the other.
- 10.5** Each party shall define their research needs and identify how the other party may be able to contribute or facilitate the achievement of these needs.
- 10.5.1 In furtherance of Goal 4.1.4, Te Waihora and its surrounding environs are recognised as a research priority for both parties and will be the subject of a specific, collaborative research agenda.
- 10.6** The University and Rūnanga will jointly agree on a process for assessing potential Rūnanga contribution and participation in:
- 10.6.1 Major university research initiatives and ventures
 - 10.6.2 Publicly funded research
 - 10.6.3 Postgraduate research (Masters and PhD theses supervision)
 - 10.6.4 Undergraduate research (Student projects and assignments)
- 10.7** Agreements on 10.5 and 10.6 above shall be incorporated in a Taumutu-Lincoln research protocol and annexed to this Charter.
- 10.8** Management of intellectual property resulting from the research will be determined on a case by case basis.

11.0 PROTECTION OF SENSITIVE INFORMATION

- 11.1** From time to time the Rūnanga may provide the University with sensitive and confidential information. The University undertakes to protect such information in its care and restrict access to it according to the wishes of the Rūnanga.
- 11.2** The Rūnanga will also undertake to protect any sensitive or confidential information including restricting access to it, that the University may give them.
- 11.3** Both parties will adhere to the principle of mutual trust in the protection and care of each other's sensitive information.
- 11.4** The University affirms its commitment to its institutional policy on intellectual property.

12.0 CONFLICT RESOLUTION

- 12.1** There may be situations where the University's kawanatanga powers and responsibilities conflict with the rangatiratanga interest of the Rūnanga.
- 12.2** In such instances the parties should endeavour to reconcile differences through dialogue, mediation, negotiation. In the event of an independent mediator being required, the parties will agree on an appropriately qualified, acceptable mediator.

13.0 REVIEW


- 13.1** This charter shall be first reviewed, two years from the date on which it is signed.
- 13.2** The charter shall then be reviewed every three years thereafter.

14.0 AGREEMENT

- 14.1** This Charter is freely entered into by both parties in a spirit of goodwill in accordance with Goals and Objectives stated in Clause 4.
- 14.2** The Charter is a statement of good intention. Accordingly the Parties do not intend that this Charter should create legally binding rights and obligations. Rather, the Charter is intended to form the basis for a meaningful, long-term relationship and may be amended and expanded by agreement.


Signed on behalf of
Lincoln University

Chancellor:



Signed on behalf of
Te Taumutu Rūnanga

Chairperson:



Dated this 17 March 2020

Glossary

hapū	sub-tribe
iwi	tribe(s)
iwi authority	tribal council
kawa	rules of marae protocol, protocol
kaitiakitanga	guardianship, stewardship
koha	gift (to be reciprocated), contribution
manaakitanga	hospitality
mātauranga Māori	Māori knowledge
mauri	life essence, spark of life
mihi whakatau	welcome ceremony, less formal than a pōwhiri
pōwhiri	formal welcome ceremony
Rūnanga	tribal or subtribal administration headquarters, tribal or sub-tribal council
takiwā	territory, district or space occupied by an iwi or hapū
tangata whenua	people of a given place, people connected with a marae or locality through a line of occupying ancestors
taonga	treasure, something highly prized
te tino rangatiratanga	self-determination, political-sovereignty, chieftainship, leadership, self management
te tiriti o Waitangi	Māori text of the Treaty of Waitangi
tikanga	the right way, custom or rule

ANNEX A

GUIDELINES FOR PŌWHIRI/ MIHI WHAKATAU

**LINCOLN UNIVERSITY
TE WHARE WĀNAKA O AORAKI**

GUIDELINES FOR PŌWHIRI AND MIHI WHAKATAU AT LINCOLN UNIVERSITY

- 1. PURPOSE**
 - 2. BACKGROUND**
 - 3. PROCEDURES**
 - 4. KOHA**
 - 5. RESPONSIBILITIES**
 - 6. REVIEW**
-

1. PURPOSE

This process clarifies the procedure for conducting pōwhiri and mihi whakatau at Lincoln University (hereinafter referred to as 'the University') in recognition of the status of Te Taumutu Rūnanga (hereinafter referred to as 'Te Rūnanga') as tangata whenua.

2. BACKGROUND

The process for approving and conducting pōwhiri and mihi whakatau on campus has been agreed with and complies with a Charter of Understanding between the University and Te Rūnanga.

3. PROCEDURES

3.1. Pōwhiri

3.1.1. Pōwhiri can only be conducted by Te Rūnanga or their nominated representatives.

3.1.2. Pōwhiri must be conducted according to the kawa of Ngāi Te Ruahikihiki ki Taumutu.

3.1.3. Pōwhiri will normally be held for the following events:

3.1.3.1. Annual welcome for new Māori students to Lincoln

3.1.3.2. Mata Waka Group (Māori other than Ngāi Tahu) hui and conferences.

3.1.3.3. Indigenous peoples conferences

3.1.4. Pōwhiri may be held for the following events:

3.1.4.1. International conferences and events with an indigenous peoples development theme

3.1.4.2. National conferences and events with a Māori peoples development theme

3.1.4.3. Official/government events

3.1.5. Requests for pōwhiri that fall outside the categories listed in 3.3 and 3.4 will also be considered by Te Rūnanga.

3.1.6. Te Rūnanga require at least 3 (three) months notification prior to any pōwhiri. Exceptions may be granted in extreme circumstances.

3.2. Mihi Whakatau

3.2.1 Mihi whakatau will be conducted by the nominated representatives of Te Rūnanga or by representatives of the University on direction from the Rūnanga

3.2.2. Mihi whakatau must be conducted according to the kawa of Ngāi Te Ruahikihiki ki Taumutu. (Please refer to Mihi Whakatau Guidelines for Schools and Educational Organisations)

3.2.3. Mihi whakatau may be held for the following events:

3.2.3.1. National conferences

3.2.3.2. Designated university and departmental staff matters (including staff welcomes)

3.2.3.3. Designated student events

3.2.4. Mihi whakatau may be held for other events at the discretion of Te Rūnanga or their nominated representatives, in discussion with the University.

3.2.5. Te Rūnanga or their nominated representative require at least 2 (two) months notification. Exceptions may be granted in extreme circumstances

3.3. Advising and organisation of pōwhiri/mihi whakatau

3.3.1. All applications for pōwhiri and mihi whakatau shall be made to the Assistant Vice Chancellor Māori and Pasifika using the attached application form

3.3.2. The application will then be referred to the administration office of Te Rūnanga for their consideration and recommendation.

3.3.3. The recommendation of Te Rūnanga will be referred to the Assistant Vice Chancellor Māori and Pasifika who will then advise the applicant.

4. KOHA

It is appropriate that a koha be made to Te Rūnanga to acknowledge their participation

4.1. Koha should be made for all pōwhiri

4.2. Koha for all mihi whakatau is at the discretion of the organiser

4.3. All koha are the property of Te Rūnanga

5. RESPONSIBILITIES

Responsibilities are laid out in Section 3

6. **REVIEW**

To be determined

LINCOLN UNIVERSITY
(Te Whare Wānaka o Aoraki)

APPLICATION FOR PŌWHIRI OR MIHI WHAKATAU AT LINCOLN UNIVERSITY

1. Name of Organisation:

2. Name of Event:

3. Date of Event:

Start:

Finish:

4 Preference for (Tick one) Pōwhiri Mihi whakatau Not Sure

5. Preferred start time for Pōwhiri/mihi whakatau:

6. Venue:

7. Anticipated number of participants:

8. Purpose of Event:

9. Key themes/workshops to be covered at the Event (Please List)

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9 Is there a specific Māori or Indigenous Theme: YES (Go to 10)
NO (Go to 13)

10. What is the nature and scope of that theme?

11. Are Māori or indigenous peoples participating in the event:
YES (Go to 12)
NO (Go to 13)
NOT SURE

12 What is the extent of that participation?

13. Why is a pōwhiri or mihi whakatau important to the event you are organising?

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13. Any other comments

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14. Contact Details

Name:	Phone
	Email
Address:	
Signed:	Date:

