

## STRATEGIC ALLIANCE – MEMORANDUM OF UNDERSTANDING

### 1. Background

- 1.1. At a national discussion on Global Trade and Māori in the New Zealand Parliament in October 2022, technology and innovation emerged as a critical enabler of Māori Global Trade aspirations.
- 1.2. Callaghan Innovation is the technology and innovation agency of the New Zealand government. Its goal is to support customers that can have the largest impact on New Zealand and has identified partnership with Māori as a key enabler to make this happen. Te Taumata is a leading authentic voice for Māori on trade between New Zealand and the rest of the world. Its extensive and experienced network works directly with Māori businesses to deliver better trade outcomes for Māori and a more prosperous future for whānau and communities.
- 1.3. The parties have agreed to enter into a strategic alliance. This Memorandum of Understanding sets out the framework for how the parties will perform their roles and responsibilities and work together to achieve the objectives of this MOU set out in clause 3.

### 2. Purpose

- 2.1. The purpose of the strategic alliance is to work together to grow the next generation of Māori leaders in innovation, sciences, technology, and research and development (RS&T), including by sharing resources and information with each other to help achieve this purpose.

### 3. Objectives

- 3.1. In working towards achieving the purpose, the parties will cooperate and collaborate to achieve the following specific objectives:
  - (a) identify opportunities to support the growth of Māori RS&T;
  - (b) grow rangatahi Māori engagement in RS&T;
  - (c) advance RS&T for Māori business exporters;
  - (d) publicly promote awareness of each party's brand and successes in RS&T;
  - (e) promote participation of Māori in RS&T in a way that respects and upholds tikanga Māori and Te Tiriti o Waitangi;
  - (f) annually meet with leadership of both entities to review objectives and direction of relationship.

### 4. Tikanga principles

- 4.1. The parties are entering into a strategic alliance and as such, in furthering the

objectives of this MOU, the parties will be guided by the following principles:

- (a) **Kotahitanga:** the parties will work together to establish and maintain a relationship based on unity, mutual good faith, trust and cooperation.
- (b) **Whakamana:** the parties acknowledge each other's mana and agree to work together to where possible ensure Māori are supported and have capacity to participate in decision-making on issues important to Māori whānau, hapū and iwi as appropriate.
- (c) **Pono:** the parties will communicate freely, frankly and proactively with each other, including by sharing new information relevant to the objectives of the MOU as it becomes available. The parties agree to engage in a transparent manner and be accountable to each other and acknowledge and uphold tikanga.
- (d) **Rangatiratanga:** the parties will act in a manner that acknowledges the rangatiratanga of each party and will support each other to perform their respective roles and responsibilities. That action will acknowledge and be consistent with tikanga Māori, the parties' wider obligations to tāngata whenua and the community and will generally promote the purposes and objectives of this MOU.
- (e) **Manaaki:** the parties will treat each other, and everyone they interact with in achieving the objectives of this MOU, with care and respect, listen with an open mind and act with fairness and equity.
- (f) **Whanaungatanga:** the parties will aim to support whānau and hapū in the development of approaches for education and development in promoting the purposes and objectives of this MOU. The parties will act and behave with ngākaupono (in good faith) and create positive relationships internally and externally.

## 5. Te Tiriti o Waitangi

5.1. The parties acknowledge that Te Tiriti o Waitangi/The Treaty of Waitangi, by its principles, provides a framework for a robust working partnership between the parties. The parties agree to uphold and maintain the principles of Te Tiriti o Waitangi.

## 6. Key roles and responsibilities

6.1. Callaghan will:

- (a) promote and support Te Taumata activations in Aotearoa New Zealand, including at Parliamentary forums and public roadshows;
- (b) commit to sponsoring select Te Taumata events throughout the term of this MOU;
- (c) identify opportunities within its sphere of influence to support the growth of Māori RS&T;

- (d) promote Te Taumata's successes, including those beyond RS&T, across Callaghan media and other communication channels;
- (e) continue to build capability and capacity in terms of tikanga Māori and Te Tiriti o Waitangi as appropriate.

6.2. Te Taumata will:

- (a) facilitate and enable Callaghan to connect in a tikanga Māori way both to Māori and non-Māori within Te Taumata's wide sphere of influence;
- (b) act as champion of RS&T for Māori exporters;
- (c) promote Māori RS&T missions to seek out internationally recognised best-practice technology that will advance Māori business exports, including by seeking out global technology leaders and promoting their collaboration with Māori businesses;
- (d) identify global RS&T funds that may be of use and benefit to Māori;
- (e) globally foster a network of collaboration between private, public, academic and not-for-profit institutions, that solves problems by connecting RS&T innovators across indigenous communities.

6.3. Both parties will work together to:

- (a) develop a partnered mentorship programme that will grow rangatahi Māori engagement in RS&T;
- (b) explore opportunities to support Māori engagement with a global Indigenous Innovation Community;

**7. Confidentiality and privacy**

7.1. In order to achieve the objectives of this MOU, the parties may be required to share confidential information. Each party will take reasonable steps to protect the integrity of the other party's confidential information and to not disclose that information to any third party (including pursuant to an Official Information Act request) without first notifying and consulting the other party.

7.2. To the extent that confidential information shared by one party contains personal information, the receiving party will take reasonable steps to hold that information in accordance with its obligations under the Privacy Act 2020.

**8. Media**

8.1. The parties are expected to actively promote work performed under this MOU, including work the other party performs under this MOU, in developing Māori RS&T. The parties are expected to consult each other before releasing any media publication or making any public statements about work associated with this MOU.

8.2. Neither party should refer to the other in any of its media publications or public statements without notifying the other party in advance and giving that other party an opportunity to comment on the proposed release or statement.

## 9. Dispute Resolution

9.1. The Parties acknowledge the intention to at all times act in good faith towards one another in accordance with the Guiding Principles set out in clause 4.

9.2. In the event of any dispute between the Parties in relation to any matter arising from this Memorandum of Understanding, the Parties agree to endeavour to resolve the dispute by following the Hohou i te Rongo dispute resolution process set out in Schedule 1 of this agreement. Hohou i te Rongo, the tikanga Māori based approach to dispute resolution, requires but is not limited to, acknowledging mamae (hurt/grievance), taking responsibility for actions, understanding viewpoints and finding a way forward to resolve any dispute in accordance with tikanga Māori.

9.3. If a resolution cannot be reached after completion of the Hohou i te Rongo process, the Parties may pursue any legal remedy that may otherwise be available to the parties. This includes but is not limited to initiating Court proceedings.

9.4. Should the Hohou i te Rongo process set out in Schedule 1 be engaged, the Parties shall bear their own costs.

9.5. The Parties agree that the existence of any dispute between them and the information relating to any dispute will remain strictly confidential unless disclosure is required by law.

## 10. Terms and termination

10.1. This MOU commences on [date] and continues in force until 30 June 2026 unless terminated earlier.

10.2. This MOU may be terminated by either party at any time by giving the other 20 business days' notice of termination.

## 11. General

11.1. This MOU is governed by New Zealand law and subject to the non-exclusive jurisdiction of the New Zealand courts.

11.2. Except for the confidentiality and privacy clauses 6.1 and 6.2, nothing in this MOU is intended to create legally enforceable rights or obligations.

11.3. All notices under this MOU should be in writing and delivered personally or sent by post or email to the relevant party's designated address for notices. A notice under this MOU is deemed to be received if:

- (a) delivered personally, when delivered;
- (b) posted, five working days after posting;



(c) sent by email, when the email enters the recipient's designated information system.

11.4. Each party will bear its own costs and expenses incurred in the negotiation, preparation and implementation of this MOU.

11.5. This MOU may be executed in any number of counterparts (including electronic copies) each of which will be deemed an original, but all of which together will constitute one instrument. No counterpart is effective until each party has executed at least one counterpart

Signed for and on behalf of Callaghan Innovation

9(2)(a) - Privacy



Stefan Korn  
Chief Executive Officer

Signed for and on behalf of Te Taumata

9(2)(a) - Privacy



Chris Karamea Insley  
Chair

Released under the Official Information Act 1982