



MEMORANDUM OF UNDERSTANDING

between

WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED and THE UNIVERSITY OF OTAGO

(hereinafter called the "Parties")

THE PARTIES

- 1. WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED is an organisation duly incorporated under the Charitable Trusts Act 1957, New Zealand ("Waikato-Tainui")
2. THE UNIVERSITY OF OTAGO is a body corporate established under the University of Otago Ordinance 1869 the University of Otago Amendment Act 1961 and the Education Act 1989, of Dunedin, New Zealand ("the University").

BACKGROUND AND PURPOSE

- 3. Raukura Hauora o Tainui Trust ("Raukura Hauora"), a local health and social services provider, has an established working relationship with the University. From this formative relationship, Raukura Hauora brokered a research partnership between Waikato-Tainui College for Research and Development for Waikato-Tainui, the Dentistry Faculty for the University and Raukura Hauora. Through this partnership, the Parties identified a desire and need to formalise the relationship between Waikato-Tainui and the University through a Memorandum of Understanding to acknowledge the collaboration for this research partnership and to set a foundation to collaborate in future research.
4. The parties now wish to formalise their relationship in a Memorandum of Understanding in which the terms of reference are set out below.
5. In entering into this partnership, Waikato-Tainui acknowledges the existing relationship the University has with Te Rūnanga o Ngāi Tahu, which holds rangatiratanga and mana' within the takiwā' of Ngāi Tahu whānui.

PRINCIPLES

- 6. The parties recognise the Treaty of Waitangi relationship that underlies the Memorandum of Understanding. The Memorandum of Understanding is signed in a spirit of co-operation and good faith towards one another.
7. The parties wish to co-operate to achieve the following common outcomes and objectives:
7.1 encourage the further growth of a sense of a community of interest between them;
7.2 remain separate legal entities, retaining their organisational and institutional identity, autonomy and distinctive characteristics, each with its own organisational, management and governance structures and each responsible for its own financial affairs and its own intellectual and physical resources;
7.3 with respect to engaging in joint research:
7.3.1 maintain and promote the highest possible standards of research;
7.3.2 co-operate and consult each other in connection with the planning and development of research in areas of mutual interest, particularly if relating to or located in the Waikato-Tainui takiwā;
7.3.3 collaborate with public relations associated with joint research programmes;
7.3.4 any resources needed for and research programmes will be mutually determined and agreed by the respective parties and attached as separate schedules to this Memorandum of Understanding;
7.3.5 collaborate to identify and support potential students and researchers for placement or study in either of the parties' organisations;
7.3.6 collaborate to monitor and supervise staff and students engaged in programmes;
7.3.7 accepts that intellectual property contributed by Waikato-Tainui is owned by Waikato-Tainui;
7.3.8 accepts that intellectual property contributed by the University is owned by the University.
8. Waikato-Tainui and the University will work together to achieve the above objectives by consulting and cooperating on research programmes, the details of which will be appended to this agreement (as Schedules) as appropriate and relevant.
9. The parties recognise the benefits of wider collaboration and understand that the arrangements set out in this Memorandum are non-exclusive.
10. The parties recognise the principles of academic freedom.

- 11. The University acknowledges the mana whenua of Waikato-Tainui to exercise its own kawa' and tikanga' within the Waikato-Tainui takiwā. The University will seek and receive advice from Waikato-Tainui about the exercise of that authority within the Waikato-Tainui takiwā.
12. Waikato-Tainui acknowledges the mana whenua of Ngāi Tahu to exercise its own kawa and tikanga within Te Waipounamu and in relation to University activities.
13. In good faith, the parties will hold in confidence all confidential information received and learned from the other party during the development of any research priorities, research programmes, associated budgets, proposals, tenders and or other information, and to use such information only for the agreed purposes determined by the parties.
14. The parties commit to open discussion, positive negotiation and a problem-solving approach to all matters related to fulfilling the purpose of this partnership.

NON-BINDING

- 15. This Memorandum is not legally binding on either party.

TERM AND AMENDMENT

- 16. This Memorandum will remain in effect for five years from the date of signing by the parties with the understanding that any party may terminate it by giving the other party six months written notice, unless an earlier mutual termination is agreed upon.
17. The parties will review the effectiveness of this Memorandum every two years (or as other such time as agreed by the parties), at which time amendments can be discussed and agreed. No amendments and subsequent variation of this Memorandum will be effective unless in writing and signed by all parties to this Memorandum.

FOR AND ON BEHALF OF WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED



Chairperson _____ Date: _____

FOR AND ON BEHALF OF THE UNIVERSITY OF OTAGO



Chancellor _____ Date: _____

1 'Rangatiratanga and mana' refers to the status of Ngāi Tahu as the indigenous people of the area.
2 'Takiwā' refers to an area, district or region.
3 'Kawa' derives from the ancient term 'iā te kawa' or 'tānga o te kawa', which was the pre-dawn naming ceremony for a new building. Contemporarily the term 'kawa' is frequently used to refer to rituals or protocols related, but not limited, to the formal welcome of visitors on the marae, which is determined by the mana whenua
4 'Tikanga' is derived from the word 'tika', to be correct. It refers to what is accepted as correct customary practice in Māori contexts.