

**Memorandum of Understanding**  
**between**  
**The Federation of Māori Authorities**  
**and**  
**The New Zealand Ministry of Foreign Affairs and Trade | Te Manatū**  
**Aorere**  
**(Contract number 3534)**

**1. The parties**

The Federation of Māori Authorities (FOMA) represents Māori land owners, land users and land managers across Aotearoa New Zealand. FOMA exists to grow its members' wealth and prosperity by working with Government and industry on strategy, policy and legislation matters.

The Ministry of Foreign Affairs and Trade | Te Manatū Aorere (MFAT) is the Government's principal agency for pursuing New Zealand's foreign policy, trade, development assistance, environment and climate change interests internationally. MFAT 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 MFAT and other government agency platforms.

**2. Purpose**

The overarching aspiration for this Memorandum of Understanding (MOU) is to build and strengthen a relationship between the parties based on te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

FOMA and MFAT will work together to understand, identify and promote mutual interests in relation to international issues and help to inform New Zealand's position at the international level when those interests are affected. This may include discussions on geostrategic issues, trade policy and negotiations, facilitating engagement with other individuals and bodies where appropriate, facilitating broader engagement with Māori, and assisting MFAT to increase its understanding and application of mātauranga and tikanga Māori.

The parties agree to work together on foreign policy issues of mutual interest, which may include: trade policy development, trade negotiations and trade agreements; climate change and environment; Pacific and regional issues; and other issues of interest to both parties as they arise.

### **3. Working relationship**

The parties will work together in good faith to discuss and advance issues of mutual interest. The parties accept that there will be a period of learning, and agree to discuss and review their practices as necessary.

The parties acknowledge the status of the other as representatives in te Tiriti/the Treaty relationship. MFAT recognises its obligation as part of the Crown to identify Māori interests and to balance those interests against others so as to afford them a reasonable degree of protection. FOMA is regarded as a valued and trusted partner on trade, foreign policy and broader international issues.

### **4. Annual work plans**

The parties will develop and agree an annual work plan that broadly lays out and guides the parties' focus and efforts. This work plan could correspond with the calendar or financial year, as agreed between the parties. The parties will also undertake a mid-point and end-of-year review to assess progress or work outstanding.

### **5. Meetings**

#### **5.1 Regular meetings**

Party representatives will meet regularly as agreed. These meetings may take place in person, by teleconference or virtually, as circumstances permit.

#### **5.2 Special meetings**

In addition to regular meetings, the parties may agree to form special working groups to work on particular issues. These meetings may take place in person, teleconference or virtually, as circumstances permit.

#### **5.3 Documentation**

The parties will identify and communicate agenda items for discussion. Either party can table issues or papers to be discussed. These should be circulated ahead of each meeting. 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.

MFAT will take a concise, high-level summary of matters discussed and actions agreed upon. Individuals are responsible for taking their own more detailed notes if desired.

Draft minutes of each meeting will be circulated by MFAT within a reasonable timeframe after each regular or special meeting. Minutes are to be formally confirmed at the following meeting.

#### **6. MFAT principal contact**

The principal MFAT contact for organising meetings, agendas and advancing work programmes will be designated by the Office of the Deputy Chief Executive, Policy.

## **7. Information**

### **7.1 Access to information**

The parties acknowledge that a successful and meaningful relationship is dependent, in part, on access to relevant information.

MFAT will ensure that FOMA representatives to this MOU are provided with adequate information to engage in meaningful and effective discussions on all topics identified.

MFAT will use its best endeavours to ensure that this information is provided in a timely manner so that FOMA has sufficient time to consider it and consult more widely if appropriate.

FOMA acknowledges that there may be some information that MFAT cannot share, for example where another State Party provides information in confidence. Where information cannot be disclosed for this reason, MFAT will use its best endeavours to provide an accurate summary to enable FOMA to fulfil its role and responsibilities in relation to that matter.

### **7.2 Confidentiality agreements**

Some issues that MFAT wishes to discuss with FOMA will be based on classified information, including information that is confidential to negotiations or to other State Parties or entities. Retaining confidentiality is critical to maintaining the trust between the Parties, or of foreign states or other entities. FOMA representatives to this MOU who wish to have access to classified information agree to sign legally binding confidentiality agreements. MFAT will explain at the time whether the information being shared is classified and covered by the confidentiality agreement.

### **7.3 FOMA communications with other parties**

Subject to the confidentiality obligations referred to in clause 7.2 above, FOMA may share with others information they receive from MFAT if it is not covered by the confidentiality agreement.

### **7.4 MFAT communications with other parties**

MFAT may share information from meetings and other engagements internally, with other agencies and Ministers. MFAT will consult with FOMA about communications with the media, public and other entities.

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

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

The parties will uphold a kaupapa of 'no surprises' with each other.

MFAT will also continue to broaden engagement with Māori representative groups to establish enduring and effective relationships. We expect these relationships will evolve in different ways, with some long-standing relationships continuing on the basis of established practice and convention, and others being formed through formal arrangements. These relationships will strengthen MFAT's understanding and awareness of Māori issues, bring a tirohanga Māori perspective to MFAT's work, and ensure MFAT has the ability to support iwi/Māori aspirations.

## **7.5 Conflict of Interest**

Each party acknowledges that on the date that this MOU is signed:

- It has no actual, potential or perceived conflict of interest in entering this MOU; or
- 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).

Each party must notify the other immediately, in writing, if any conflict of interest arises in relation to this MOU. If a conflict of interest does arise the parties must discuss, agree and record in writing how it will be managed (provided the conflict of interest can be managed).

## **8. Resourcing**

### **8.1 Funding support**

MFAT will pay an annual contribution to FOMA to support engagement under this MOU. The contribution, payment arrangements and associated terms and conditions will be outlined in a separate contribution letter to be agreed between the parties.

While the parties intend for this to be an enduring partnership, FOMA understands that MFAT's ability to provide an annual contribution to FOMA depends on MFAT being able to secure funding on an annual basis.

## **8.2 Expenses**

All FOMA expenses to support engagement with MFAT under this MOU will be funded from the annual contribution. This includes travel expenses to attend relevant meetings and events, meeting preparation and attendance, speaking engagements where relevant, and activities that FOMA may independently commission, such as research projects or consultations.

It is for FOMA to decide how it will prioritise and allocate its funding to resource activities for engaging with MFAT. It may be appropriate at times for the parties to agree for FOMA to provide additional advice or services that MFAT will fund separately. Any additional work and funding will need to be agreed in advance and be subject to express agreement in writing.

## **8.3 Administrative support**

MFAT will provide the following administrative support where necessary:

- Organise meetings (in person, phone or virtual);
- Coordinate meeting agendas and relevant background papers;
- Take high-level meeting notes;
- Circulate meeting agendas, minutes and documentation;
- Respond as required to requests for information and additional meetings;  
and
- Where necessary, process any invoices for payment or reimbursement on FOMA's behalf.

## **9. Managing concerns**

The FOMA Chair and Deputy Chief Executive, Policy can discuss at any time any concerns they have in relation to the parties' performance, responsibilities and roles under this MOU.

## **10. Review**

The parties will review the partnership relationship and MOU annually on the anniversary of this MOU's signing.

## **11. Status of this MOU**

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

## **12. Ending this MOU**

### **12.1 No-fault termination**

Either party may terminate this MOU:

- At any time by giving 20 business days' written notice to the other party (or earlier by mutual agreement);
- Immediately by giving notice to the other party if the termination is due to a change in government policy or appropriation. Where possible, the parties may vary the MOU to allow its continuation if such a change occurs or is anticipated to occur.

**13. General**

**13.1 Duration**

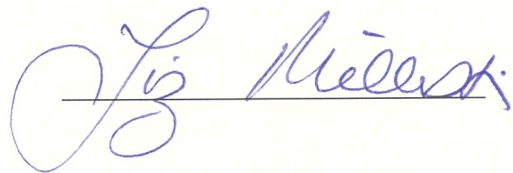
This MOU takes effect on the date that it is signed by both parties.

**13.2 Variation**

Any variation to this MOU must be agreed in writing between the parties.

**Signed on 29 March 2023**

Liz Mellish  
Deputy Chair  
*Federation of Māori Authorities*



Ben King  
Deputy Chief Executive, Policy  
*Ministry of Foreign Affairs and Trade*

