

**MEMORANDUM OF UNDERSTANDING**

- between -

**TE PAE HERE KAAHUI AKO TE RAKI  
RAAWHITI O KIRIKIROA**

and

**HUKANUI MARAE**

and

**TAUHEI MARAE**

September 2020

# TE PAE HERE KAAHUI AKO O TE RAKI RAAWHITI O KIRIKIROA

## 1. PARTIES

This memorandum of understanding is made this    day of    October 2020

**BETWEEN    TE PAE HERE KAAHUI AKO TE RAKI RAAWHITI O KIRIKIROA  
(Te Pae Here Kaahui Ako);**

**AND            HUKANUI MARAE**

**AND            TAUHEI MARAE**

(collectively referred to as the **Parties**).

## 2. INTERPRETATION

2.1. In this Agreement the following expressions have the following meanings:

<u>Expression</u>	<u>Meaning</u>
<b>"Memorandum"</b>	this memorandum of understanding, including its schedules, as it may be amended from time to time in accordance with its provisions;
<b>"Confidential Information"</b>	Information that: a. is by its nature confidential; b. is marked by a Party as 'confidential', 'in confidence', 'restricted', or 'commercial in confidence'; c. is provided by any Party, or by a third party, 'in confidence'; d. the Parties know or ought to know is confidential; or e. is commercially sensitive to a Party.
<b>"Intellectual Property Rights"</b>	intangible asset consisting of human knowledge or ideas, including, but not limited to, copyright

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and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trademarks and designs, circuit layouts, data and databases, know-how, and all other rights resulting from intellectual activity;

- 2.2. References to clauses and Schedules are to clauses and Schedules of this Agreement.

### 3 BACKGROUND

- 3.1 **Te Pae Here Kaahui Ako:** Was established 2018, representing the North/East of Hamilton, as a Community of Learning/ (Kaahui Ako). It is a group of education providers working together to help students achieve their full potential. Te Pae Here Kaahui Ako consists of 12 Early Childhood Centres (ECE), and 19 schools, with a roll of over 14,530 students. Te Pae Here sets shared goals, or achievement challenges based on the particular needs of its children and young people. Te Pae Here Kaahui Ako works with students, their parents, whaanau, hapuu, iwi and communities to achieve those challenges.
- 3.2 **Hukanui Marae:** Located in Gordonton, approximately 15 km northeast of Hamilton. Its hapuu is Ngaati Wairere of Waikato. The wharenuui is named Te Tuturu-a-Papa Kamutu.
- 3.3 **Tauhei Marae:** Tauhei marae is located between Huntly and Morrinsville in the rohe of Waikato. Its hapuu is Ngaati Wairere of the iwi Waikato. The wharenuui is named Maramatutahi.
- 3.4 In September 2020, Te Pae Here Kaahui Ako, Hukanui and Tauhei Marae Trustee's met to discuss the possibility of establishing a digital platform relationship whereby Ngaati Wairere stories, reo, and tikanga, could be shared with all of the schools within Te Pae Here Kaahui Ako..

### 4.0 PURPOSE, OBJECTIVES AND SCOPE

#### Purpose

- 4.1 The purpose of this Memorandum of Understanding is to set out the roles and undertakings of the parties in relation to Te Pae Here Kaahui Ako's development of a digital local curriculum resource that would include history and narrative from a Ngati Wairere perspective.

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### Objectives

2.3. The objectives of this Memorandum are:

- a. to affirm:
  - i. The participation of Hukanui and Tauhei Marae trustees as mana whenua representatives of Ngaati Wairere.
  - ii. The Ngaati Wairere representatives will provide cultural support and guidance of stories, as told by Ngaati Wairere. Reo and tikanga from a mana whenua perspective will also be a key feature of this partnership.
  - iii. Ngaati Wairere representatives will provide support and give guidance in a cultural manner to Te Pae Here Kaahui Ako for historical knowledge as guided by Ngaati Wairere to support the learning of students in schools, and for the wider community and those who wish to access any resources produced in collaboration with both parties about reo, tikanga, and stories of Ngaati Wairere.
  - iv. The resources provided will be in a digital form and Website Angels will partner with Te Pae Here Kaahui Ako and will also work alongside the Trustees of Hukanui and Tauhei marae to develop a website as the platform for the presentation and access of the digital resources that will be featured. The Trustee representatives are delegated approval authority for resources to be featured on the website. All intellectual property rights for the resources that will be featured on the Ngaati Wairere section of the website will reside with the Trustees of Hukanui and Tauhei marae.
- b. to provide a digital platform for the presentation and access of the digital resource that will be featured.

### Scope

2.4. This Memorandum sets out:

- a. the roles and undertakings of the Parties;
- b. the outputs that the Parties will provide in relation to the establishment

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of a local curriculum resource;

- 2.5. It is understood that while this Memorandum of Understanding constitutes a statement of mutual intentions between the Parties, it does not constitute a legally binding obligation, and except for each Party's responsibility for costs incurred arising from this Memorandum of Understanding any confidentiality obligations, this Memorandum of Understanding creates no rights in favour of either Party. A legally binding commitment for the proposed provision of services will result only from a Contract for Service Agreement, signed by both parties, and such agreement will supersede this Memorandum of Understanding.

### 3. TERM

- 3.1. This Memorandum of Understanding will commence on October 2020 and end on 30 September 2021. This timeframe may be reviewed when considered necessary by either party.

### 4. ALTERATION

- 4.1. This Agreement may be varied or amended at any time during its term by agreement in writing between the Parties.

### 5. UNDERTAKINGS OF THE PARTIES

- 5.1. Except as expressly set out in this Memorandum, neither party shall have any obligation to the other unless and until such obligations are set out in a Contract for Service Agreement signed by both Parties.

#### **Confidentiality**

- 5.2. Each Party undertakes not to use or disclose the other Parties' Confidential Information to any person or organisation other than:
- a. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.
- 5.3. The Parties must obtain the prior written agreement over the form and content of any public statement made by either party relating to this Memorandum.
- 5.4. Each Party will ensure that their personnel:
- a. are aware of the confidentiality obligations in this Memorandum; and

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- b. do not use or disclose any of the other Parties' Confidential Information except as allowed by this Memorandum.

### **Intellectual Property Rights**

- 5.5. Intellectual Property Rights existing at the date of this Memorandum of Understanding remain the property of their current owner.
- 5.6. All intellectual property produced by the parties or their employees or contractors in relation to this Memorandum is, on creation, owned by Hukanui and Tauhei marae. Te Pae Here Kaahui Ako has been given a free license by Hukanui and Tauhei marae to use the completed resource, which cannot be modified, redeveloped, assigned, or changed, without firstly obtaining the prior consent of the resource owner.
- 5.7. Each party must ensure that material created or developed in connection with this memorandum does not infringe the Intellectual Property Rights of any person.

### **Dispute Resolution**

- 5.8. If any issue or concern arises between the Parties concerning the matters covered by this Memorandum, the Parties will use their best endeavours to resolve the dispute promptly, including supplying all information relevant to the issue or concern to the other Party.

### **Right to terminate**

- 5.9. The Parties may at any time terminate this Memorandum by written notice to the other Party, with immediate effect.

TE PAE HERE KAAHUI AKO O TE RAKI RAAWHITI O KIRIKIRIROA

SIGNED by TE PAE HERE KAAHUI AKO  
TE RAKI RAAWHITI O KIRIKIRIROA

Representative:

  
Richard Crawford

Signature of Lead Principal


27/05/2020 Date

Name of Lead Principal

AND

SIGNED by HUKANUI MARAE

Representative:

  
Hesterangi Broadhurst

Signature of TRUSTEE

27/05/2020 Date

Name of TRUSTEE

Representative:

\_\_\_\_\_  
\_\_\_\_\_

Signature of TRUSTEE

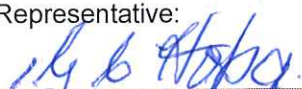
\_\_\_\_/\_\_\_\_/2020 Date

Name of TRUSTEE

AND

SIGNED by TAUHEI MARAE

Representative:

  
George Noel Akpa

Signature of TRUSTEE

27/05/2020 Date

Name of TRUSTEE

Representative:

\_\_\_\_\_  
\_\_\_\_\_

Signature of TRUSTEE

\_\_\_\_/\_\_\_\_/2020 Date

Name of TRUSTEE

**TE PAE HERE KAAHUI AKO O TE RAKI RAAWHITI O KIRIKIROA**