

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE VICTORIA UNIVERSITY OF WELLINGTON STUDENTS'  
ASSOCIATION, TE RŌPU TAUIRA O TE WHARE WĀNANGA O TE  
ŪPOKO O TE IKA A MĀUI Inc.**

**AND**


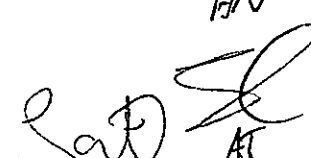
**NGĀI TAUIRA O TE WHARE WĀNANGA O TE UPOKO O TE IKA A MAUI Inc.**

**1. Preamble**

- 1.1 Victoria University of Wellington Students' Association (hereinafter "VUWSA") is the organisation recognised by the Victoria University of Wellington Council, under powers given to the Council by section 229 of the Education Amendment Act 1989, as representing students by studying at Victoria University of Wellington (hereinafter "VUW").
- 1.2 Ngāi Taurira o Te Whare Wānanga o Te Ūpoko o Te Ika a Māui (hereinafter "Ngāi Taurira") is recognised by VUWSA as representing Māori Students at VUW and their interests.
- 1.3 Ngāi Taurira recognise VUWSA as representing the interests of all students at VUW
- 1.4 VUWSA recognise Māori as Tangata Whenua of Aotearoa/New Zealand and will act in accordance with the principles of Te Tiriti o Waitangi in Schedule 8 of the VUWSA Constitution.
- 1.5 Significantly, for the purpose of this MoU, Te Tiriti o Waitangi guarantees that the "unqualified exercise" of tino rangatiratanga is to be protected, and that Māori will be accorded the same rights of citizenship as British subjects.
- 1.6 Accordingly, both VUWSA and Ngāi Taurira recognise the autonomous yet equal status of each others respective student bodies.
- 1.7 This MoU will establish the terms of a co-operative, on-going and sustainable relationship between VUWSA and Ngāi Taurira
- 1.8 In doing so, this MoU acknowledges and builds upon the 2006 *Memorandum of Understanding*.

**2. Intention**

- 2.1 It is essential that taurira Māori are provided with an adequately resourced and well-functioning Māori students' association to help support, nurture, develop and foster Māori academic excellence (including high participation and retention rates) that is in line with the vision and goals of Ngāi Taurira. Furthermore, it ensures that a flourishing cultural and social environment, based on tikanga Māori, is conducive to

  
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greater Māori academic excellence. So not only does greater Māori academic excellence bring with it a number of benefits to VUW (attracting Māori to study at VUW, and increasing taura Māori at post-graduate level), but more specifically, to the thriving student community (taura Māori provide a rich resource of cultural knowledge and expertise).

- 2.2 Te Tiriti o Waitangi has increasingly become a statutory requirement, particularly in the development of policy and in the operation of tertiary education institutions. While VUWSA have acknowledged the importance of Te Tiriti o Waitangi within their Constitution, the current MoU has proceeded on the basis of mutual trust and ethical intent, rather than through legal necessity. Over the years, VUW have continued to develop a considerable level of cooperation between Māori staff (teaching and general staff), VUW management, local iwi, as well as between VUWSA and VUW Council. Unfortunately, however, a relationship between the VUW Council and Ngāi Taura has been lacking. As a recently Incorporated Society, Ngāi Taura is extremely well placed, as a student organisation representing the interests of taura Māori at VUW, to provide a unique example as to how a Treaty based partnership between two student organisations can flourish. The intention of this MoU is that it should be seen as a document that both VUWSA and Ngāi Taura can move forward in the spirit of partnership and cooperation.
- 2.3 Thus, the purpose of this MoU is to establish a formal relationship agreement between VUWSA and Ngāi Taura that is both mutually productive and beneficial to both parties to be renegotiated two years from the date it is signed.
- 2.4 Furthermore, this MoU is divided into four sections; General Principles, the Working Relationship between VUWSA and Ngāi Taura and Finances and Contributions that bind both parties.
- 2.5 Any changes to this MoU can only be made with the agreement of both parties.
- 2.6 The MoU shall be reviewed by both parties two times a year.

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### 3 General Principles

- 3.1 That VUWSA and Ngāi Taura acknowledge each other's status as legitimate student controlled organisations, which act in the best interests of their respective constituencies, and rely on the active participation of their members.
- 3.2 That in the interests of democracy and accountability, VUWSA and Ngāi Taura run elections for their respective executive members according to the terms of their constitutions.
- 3.3 That VUWSA recognises that Ngāi Taura represent the interests of Ngā Rangahautira Inc (the Māori Law Students' Association) and Ngā Taura Ūmanga (the Maori Commerce Students' Association).

  
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- 3.4 Ngāi Tauria representatives shall sit on Toihuarewa (VUW Māori Academic Board).
- 3.5 That Ngāi Tauria will implement Māori student initiatives at VUW, subject to such initiatives and activities being within the objectives set out within the Ngāi Tauria Constitution.
- 3.6 That VUWSA and Ngāi Tauria consult, liaise, or notify each other on issues of consequence to each Association.
- 3.7 That Ngāi Tauria shall encourage the participation of Māori students in all VUWSA activities and events, including, but not limited to, Orientation, General Meetings, Student Representative Councils, Campaigns by the Education Action Group and the New Zealand University Games.
- 3.8 That the relationship of Ngāi Tauria to the New Zealand University Students' Association (hereinafter "NZUSA") is progressed through Ngāi Tauria membership with Te Mana Akonga (hereinafter "TMA"), similarly that the relationship of VUWSA and NZUSA is progressed through VUWSA and NZUSA.
- 3.9 That VUWSA and Ngāi Tauria will progress their relationship at all times on a basis of cooperation and goodwill.

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#### 4. Working Relationship

- 4.1 As VUWSA and Ngāi Tauria are student bodies that advocate for the welfare of all students at VUW, both organisations shall build a strong working relationship around the principles of co-operation, and goodwill.
- 4.2 Co-operation
  - 4.2.1 A joint VUWSA and Ngāi Tauria executive meeting shall be held once a trimester.
  - 4.2.2 THAT VUWSA shall ensure that Ngāi Tauria is fully consulted on decisions that VUWSA makes at an organisation to which Ngāi Tauria contributes.
  - 4.2.3 THAT VUWSA shall ensure that Ngāi Tauria, as the representatives of Māori students, is represented on all Faculty Boards and on the Academic Board within the University. Both Associations will share the contact details of all the above delegates, and joint briefing sessions will be held for all delegates prior to committee and board meetings.
  - 4.2.4 THAT VUWSA and Ngāi Tauria work toward official VUW Council recognition of Ngāi Tauria.
  - 4.2.5 THAT VUWSA actively campaign with Ngāi Tauria for a third student representative on the VUW Council to be filled by Ngāi Tauria.
  - 4.2.6 THAT VUWSA and Ngāi Tauria undertake to jointly explore all the issues that need to be resolved as a result of having two students' associations,



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representing all students and Māori respectively, at VUW. These issues include, but are not limited to, the vision for our associations, building the infrastructure of Ngāi Taurira and working on a common vision for VUW.

- 4.2.7 THAT VUWSA will ensure that te Tamuaki o Ngāi Taurira or their nominee will sit on the VUWSA Trust.
- 4.2.8 THAT VUWSA will ensure that te Tamuaki o Ngāi Taurira or their nominee will sit on the VUWSA Publications Committee.
- 4.3.0 THAT VUWSA and Ngāi Taurira actively engage in joint projects between the two organisations, and that executive members of both organisations actively explore possibilities of joint projects between VUWSA and Ngāi Taurira.
- 4.3.1 THAT VUWSA regularly report to and consult Ngāi Taurira over issues relating to the joint Student Union Board (hereafter known as the 'JSUB')


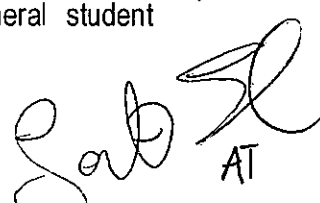
#### 4.4 Goodwill

- 4.4.1 THAT VUWSA will ensure that Ngāi Taurira will have the opportunity to provide a representative who will act as a chief delegate within the VUWSA delegation to each NZUSA conference. Thus attendance and participation in caucusing will be ensured. The costs of the Ngāi Taurira representative attending the NZUSA conference, including registration, travel and accommodation, shall be met by VUWSA, in accordance with relevant policy.
- 4.4.2 THAT Ngāi Taurira will ensure that the President of VUWSA, or their appointed representative be invited to attend the annual Te Huinga conference as part of the Ngāi Taurira delegation. The costs of the President attending Te Huinga, including registration, travel and accommodation, shall be met by Ngāi Taurira, in accordance with relevant policy.
- 4.4.3 That at all times VUWSA and Ngāi Taurira shall act with the utmost respect and goodwill towards each other.

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#### 5. Finances

- 5.1 VUWSA agrees to pay 9.5% of the total yearly VUWSA membership income, collected on their behalf by VUW, by way of instalment to Ngāi Taurira within fourteen days after each instalment is received from VUW.
- 5.2 THAT Ngāi Taurira and VUWSA agree and acknowledge that the figure of 9.5% comprises three separate and distinguishable figures which are representative of three separate and distinguishable components. It is understood that 8% of the total 9.5% figure represents the proportion of Māori students at Victoria University, with 1% representing the contribution Ngāi Taurira makes to the general student

  
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population. Ngāi Taura recognises in kind the contribution that VUWSA makes to the Maori student population, and agrees to contribute 0.5% to VUWSA in recognition of this. The contribution towards services, as agreed below, shall be deducted from this 8.5% before this payment is received by Ngāi Taura. The final 1% is in recognition of the valuable work that Ngāi Taura's Executive dedicates to providing support and services to Maori students at Victoria University. This 1% is agreed upon on the basis of it comprising an honoraria payment system to the Ngāi Taura Executive.

5.2.2 THAT the VUWSA President will advise and assist the Ngāi Taura Executive concerning the establishment and implementation of this honoraria system.

- 5.3 Each Association shall be solely responsible for their own financial management and administration, and for the costs incurred in so doing.
- 5.4 Each Association shall remain an incorporated society and provide incorporated accounts.
- 5.5 To reflect the financial contributions paid by Ngāi Taura to VUWSA for the provision of joint services it is agreed as follows:
- 5.5.1 THAT VUWSA shall organise a meeting with Ngāi Taura, SJS, NZUSA, USNZ, and *Salient* to determine the expectations that Ngāi Taura has on account of the payment that is made to each organisation on their behalf.
- 5.5.2 THAT Ngāi Taura contributes towards the costs of the following services at the rate of 8.5%; *Salient*, NZUSA, University Sport New Zealand and the Joint Student Union Board.
- 5.5.3 In addition, Ngāi Taura will pay for all Māori placements at Student Job Search.

## 6 Date of Enactment and Renegotiation

- 6.1 This agreement and obligations contained within it shall come into force immediately upon the passing of a resolution agreeing to its terms by the Executive of both VUWSA and Ngāi Taura.
- 6.2 This agreement shall cease all legal effect and be re-negotiated two years from the date of signing.

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Signed on the eighteenth day of December in the year 2008.

**ON BEHALF OF NGĀI TAUIRA:**

Albert Tibble  
Tumuaki:

Albert Tibble

Signature:

Albert Tibble

Matthew Gifford  
Kaitiaki Putea:

Matthew Gifford

Signature:

[Handwritten Signature]

Witness  
Pania Lee

[Handwritten Signature]

Witness  
Signature:

Pania Lee

**ON BEHALF OF VUWSA:**

Joel Cosgrove  
VUWSA President:

[Handwritten Signature] (Joel Cosgrove)

Signature:

[Handwritten Signature]

Alexander Neilson  
VUWSA AVP:

Alexander Neilson

Signature:

Neilson

Witness:  
Jasmine Freemantle  
Incoming President:

Jasmine Freemantle

Witness  
Signature:

Jasmine Freemantle