



WHIITIKI
WHAKATIKA
to the Maori

Intellectual Property and Tiaki Taonga Policy

Purpose

The purpose of this policy is to set out the framework upon which the assurance that mātauranga Maori and IP remains protected with mātanga. Tongikura Ltd on behalf of Whiitiki Whakatika maintain appropriate agreed kaitiaki responsibilities through the rangahau phase right through to the development of any framework.

Ngā mātāpono

Ngā mātāpono of Whiitiki Whakatika apply across all facets of the work programme. Particular reference is given to

MANA – Where the kaikōrero (contributor to the rangahau) shall always be respected.

MAURI – To approach the kaikōrero with humility and in turn ensure that the mana and rights of participants and whānau are always upheld, honest and in an ethical manner.

MANAAKITANGA – Acknowledge our responsibility to behave with generosity and respect, and in a manner that is consistent with enhancing the wairua and mana of past, present and future.

MANAWANUI – Encourages the kairangahau to “do the right thing in the right way” in accordance with the above mentioned values.

MAHI NGA TAHI – Encourages connection between kairangahau, kaikōrero and kaitautoko to the wider environment and an awareness of reciprocal responsibilities.

MĀRIRE – Acknowledges the unique responsibilities that kairangahau have to ensure the space of interaction and engagement is respectful, intentional and conducted with care.

MĀRAMATANGA – Acknowledges the multifaceted roles and responsibilities of kairangahau within their whānau, hapū and iwi and to carry out their roles in a transparent, honest and ethical manner.

This policy will be applied in a manner that is fair, reasonable and transparent and will align with the needs of the Whiitiki Whakatika kaupapa as well as complying with all legal obligations.



Policy Scope

On behalf of Tongikura and Whiitiki Whakatika, whānau hapū and iwi as kaitiaki have the full and exclusive decision-making authority to Taonga Māori, as guaranteed by Te Tiriti o Waitangi. Any korero will only be shared with the consent of the appropriate kaitiaki who are sharing their mātauranga.

Key principles and commitments are based on Wai 262 Tiaki Taonga principles below:

Taonga & Mātauranga

- a) Whānau, hapū and iwi as kaitiaki have the full and exclusive decision-making authority to Taonga Māori, as guaranteed by Te Tiriti o Waitangi
- b) A central and unifying element of taonga is the mātauranga associated with the taonga
- c) Mātauranga encompasses the world view of whānau, hapū and iwi as kaitiaki, which itself is an obligation derived from whakapapa.
- d) Taonga Māori include their mauri, their whakapapa, traditional cultural expressions, their genetic and biological properties, their environments and habitats, their reo/mita, mātauranga, tikanga and kawa, and their relationships to their kaitiaki

Intellectual Property

Current Intellectual Property: Any Intellectual Property which is not developed under this Agreement, but which is used for the purposes of this Agreement ("Current Intellectual Property"), will remain the property of its current owner or kaitiaki, respecting Wai 262 principles as well as mātauranga provisions within this agreement.



Free Prior and Informed Consent:

- i. The principle of free, prior, and informed consent (FPIC) shall underpin the collection and use of all traditional knowledge and data from or about Māori, Indigenous Peoples and their communities; all FPIC processes, for both defined and less defined types of consent, shall start with a consultation process defined by Rangahau protocol(s) or any other instrument(s) developed as a prior step for determining the approval or refusal to enter into the FPIC process.
- ii. The terms of use of indigenous knowledge or data products shared with or held must allow for future review by Māori or the Indigenous Peoples and their communities, and must allow for revocation of consent or the ability to enter into new agreement at a future point in order to ensure that they maintain control over their knowledge and data.
- iii. The Parties' shall not, without the other Parties' Free, prior and informed consent (FPIC): Use the other Parties' Current Intellectual Property; or Disclose or share the other Parties' Current Intellectual Property with any third party.

Modifications and additions: Any modification or addition to Current Intellectual Property, which is created, made, or discovered during the collaboration between the Principal and the Supplier, will be the joint property of the Principal and the Supplier. Nothing in this clause will vest in either Party any proprietary rights in, or prevent the other party from using, any techniques, knowledge, practices, or codes which are:

- a) generic in nature; or
- b) developed in a collaboration between the Principal and Supplier during the term and which relate to standard practices or information within the industry to which the Service relates.

Return of Material: Each Party shall, on termination of this Agreement or upon earlier request, return to the other party any documents and materials relating to the other party, including all books, records, or papers belonging to that party. The obligations of both parties with respect to return of material shall survive termination of this Agreement.

Security of Material: Each Party shall take all reasonable care to ensure that the Intellectual Property is securely kept by using the same degree of care, but no less than a reasonable degree of care, as is used to protect its own Intellectual Property. The obligations of both parties with respect to security of material shall survive termination of this Agreement.