

# Tangata Whenua Data Privacy & IP Agreement Template

*A legal and cultural agreement template to protect mātauranga Māori and spatial data.*

Ensures that all GIS data and cultural knowledge are safeguarded under terms defined by tangata whenua.

## **Purpose:**

This tool supports the protection of tangata whenua data and cultural knowledge by providing a template agreement and guidance to define clear terms around data use, ownership, control, and access. It upholds the principles of data sovereignty, intellectual property rights, tino rangatiratanga, and kaitiakitanga.

This tool affirms that all cultural, spatial, and mātauranga-based data whether collected, mapped, analysed, or shared remains the exclusive intellectual property of tangata whenua. No external use or retention of such data is permitted without prior, informed, and written consent. This agreement ensures tangata whenua retain full control over how their knowledge and taonga are accessed, stored, interpreted, and shared.

## **1. Agreement Template**

### **Tangata Whenua Data Privacy & IP Agreement**

*Template for use between tangata whenua and any external parties (e.g., councils, researchers, consultants, NGOs)*

#### **Section 1: Parties to the Agreement**

- Name of Tangata Whenua Entity: \_\_\_\_\_
- Representative: \_\_\_\_\_
- Partner Organisation: \_\_\_\_\_
- Representative: \_\_\_\_\_

#### **Section 2: Purpose of Agreement**

- [Insert a short description of the kaupapa/project and the intended use of the data.]

*Examples of Purpose Statements:*

- To work in partnership with [Partner Organisation] to develop additional GIS layers that support tangata whenua environmental monitoring, cultural heritage mapping, and kaitiakitanga-led climate adaptation spatial planning.
- To share cultural site information to support identification of wāhi tapu, marae, and taonga under threat from sea-level rise and other climate-related impacts, enabling collaborative risk assessment and adaptation planning.
- To exchange data and mātauranga to guide the restoration of degraded freshwater and coastal ecosystems within the rohe, including historical knowledge and mapped restoration priorities.
- To protect and digitise mātauranga shared through pūrākau, tohu, and oral history for understanding climate change shifts.
- To support the development of a cultural values layer to be used in resource consent processes and environmental impact assessments, ensuring tangata whenua values are embedded in planning decisions.

*Tangata whenua are encouraged to write their own purpose statement that best reflects their kaupapa and intended outcomes.*

**Section 3: Scope of Data Covered** This agreement covers all data and cultural knowledge provided, collected, or co-developed as part of the project. This includes, but is not limited to:

- GIS layers including overlays of cultural sites, wāhi tapu, traditional resource areas, or mapped tohu
- Mātauranga Māori such as pūrākau, karakia, whakataukī, whakapapa, and knowledge of tohu
- Oral histories, audio-visual records, and images



- Cultural and technical reports or assessments
- Any other data or knowledge deemed culturally significant by tangata whenua

#### Section 4: Ownership and Intellectual Property

- Tangata whenua retain exclusive ownership and intellectual property rights over all cultural data and knowledge, including mapped spatial layers, narratives, or digital representations.
- No part of this data or knowledge may be shared, stored, modified, replicated, or used outside the agreed kaupapa without prior written consent.
- All data will be acknowledged as culturally protected and treated accordingly under tikanga.
- Any outputs generated from this information must cite tangata whenua as the source of knowledge and authority.

#### Section 5: Cultural Protocols for Use

- Cultural data must be treated with respect, sensitivity, and in accordance with tikanga and kawa.
- External parties must not reinterpret or recontextualise knowledge without tangata whenua guidance.
- Tangata whenua reserve the right to withdraw access or limit the scope of use if cultural misuse is identified.
- Use of any data for secondary purposes, reports, public presentations, or academic work requires written permission and cultural approval processes.

#### Section 6: Access and Use

- All access must be formally requested and approved in writing by tangata whenua.
- A specific list of individuals and systems accessing the data will be recorded and maintained.
- Usage is limited strictly to the approved kaupapa described in this agreement.
- Access will be reviewed annually or upon request.

#### Section 7: Storage and Security

- All data must be stored in secure, access-controlled systems with encryption and backup protocols.
- GIS platforms must allow tangata whenua administrative rights to oversee and revoke access.
- No cloud-based storage outside of Aotearoa New Zealand may be used unless agreed upon.
- A formal decommissioning process will be followed after the project ends to ensure data is removed, returned, or archived under tangata whenua direction.

#### Section 8: GIS Access & Decommissioning Protocol

- A GIS Access Request Form must be submitted to tangata whenua for approval prior to any platform access.
- Approved collaborators will be issued unique login credentials linked to specific data folders.
- Access will be time-bound and monitored.
- At the conclusion of the project:
  - Access credentials will be revoked.
  - A joint review of data usage will be undertaken.
  - All copies must be deleted or transferred to tangata whenua-controlled storage.
  - A signed confirmation of data removal will be required from all users.

#### Section 9: Duration and Review

- Agreement start date: \_\_\_\_\_



- Review date: \_\_\_\_\_
- End date or termination clause: \_\_\_\_\_

### Section 10: Breach and Resolution

- Breaches will be addressed via kanohi ki te kanohi discussion.
- Serious breaches may result in immediate termination of access, formal notification to governing bodies, and potential legal action.

### Section 11: Declaration and Signatures

Signed on behalf of Tangata Whenua: Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of Partner Organisation: Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 2. Guidance Notes for Completion

- **Section 1:** Include the legal name of your hapū, iwi, or organisation and the counterpart. This helps clarify who is bound by the agreement.
- **Section 2:** Keep the purpose clear and specific. Use the provided examples to guide your own statement.
- **Section 3:** Be comprehensive and clear. Describe all data types, and confirm they are included regardless of medium or format.
- **Section 4:** This clause must not be altered. It protects tangata whenua rights over all data.
- **Section 5:** Reinforces tikanga-based use. Recommend including tikanga guidelines as an appendix.
- **Section 6:** Define who has access, when, for what purpose. Recommend including a register of users.
- **Section 7:** Ask about storage methods and location. Require backup and protection measures to be stated clearly.
- **Section 8:** Make sure GIS users sign and return access request forms and commit to the post-project decommissioning process.
- **Section 9:** Add a realistic timeframe for review. Commonly 12-24 months.
- **Section 10:** Reaffirm tikanga-led resolution first, before escalation. Detail consequences.
- **Section 11:** Ensure both parties sign and date the agreement.

## 3. Optional Add-On: Appendix List

You may wish to attach appendices to the agreement, such as:

- Appendix A: List of GIS layers or data files provided
- Appendix C: Contact details for key tangata whenua leads
- Appendix D: GIS Access Request and Decommissioning Form

