BEFORE THE WAITANGI TRIBUNAL **WAI 3565**
TE ROOPUU WHAKAMANA I TE TIRITI O WAITANGI

UNDER	the Treaty of Waitangi Act 1975
IN THE MATTER	Te Tinihanga o Ngaa Maataapono o te Tiriti – the Treaty Principles Reform Urgent Inquiry (Wai 3565)

APPENDICES TO THE BRIEF OF EVIDENCE OF KIRIKOWHAI MIKAERE

18 MAY 2026

RECEIVED
Waitangi Tribunal
19 May 26
Ministry of Justice
WELLINGTON

WHĀIALEGAL

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Appendix A

12 February 2021

Tēnā koutou katoa

The enclosed Mana Ōrite Relationship Agreement was signed on 30 October 2019 by Karen Vercoe, Chairperson on behalf of the Data Iwi Leaders Group (Data ILG), and Liz Macpherson, former CE/GS on behalf of Stats NZ.

It is the first agreement of its kind between iwi-Māori and the Crown. It is an agreement that solidifies the value we place on our relationship and the role data and statistics play in the growth and prosperity of Aotearoa.

Mana Ōrite determines that respective views be heard, considered, and afforded equal explanatory power. This means both parties acknowledge and accept each other's unique perspectives, knowledge systems and world views as being equally valid to decisions made under the relationship.

Signing of the agreement was the culmination of several years of engagement between Stats NZ and the Data ILG, a subgroup of the National Iwi Chairs Forum (NICF), operating as Te Kahui Raraunga Charitable Trust. Creating the Mana Ōrite Relationship Agreement was a shared journey where both parties sought an authentic and aspirational agreement to honour our unique relationship.

In recognition that some of the content in the agreement includes mātauranga Māori, gifted to Stats NZ by the Data ILG, it is the wish of both the iwi leaders and Stats NZ that others who are interested, follow a similar pathway i.e., focus on developing the relationship first – to understand the intentions, aspirations and expectations of the parties.

Please contact either party if you wish to reference, quote, or understand the text of our agreement.

Ngā mihi nui

Karen Vercoe

Chairperson, Data Iwi Leaders Group

Mark Sowden

Chief Executive of Stats NZ and
Government Chief Data Steward

MANA ŌRITE RELATIONSHIP AGREEMENT

Mō (Between):	Data Iwi Leaders Group (**Data ILG**)
Me (And):	Statistics New Zealand (**StatsNZ**)
Rā Whakamana (Date of Agreement):	October 2019

1. TE KAUPAPA MATUA - PURPOSE

This Agreement embodies the intention of the Data ILG and StatsNZ to establish a mana ōrite Tiriti relationship. The purpose of the mana ōrite relationship is to help create a future that benefits te oranga whanui o Aotearoa by realising the potential of data to make a sustainable positive difference to outcomes for iwi, hapū and whānau.

2. TE HOROPAKI O TĒNEI WHAKAAETANGA – CONTEXT

The Data ILG and Stats NZ have chosen to describe this Tiriti-derived relationship as a mana ōrite relationship, in which the parties have equal explanatory power. This means the parties acknowledge and accept each other's unique perspectives, knowledge systems and world views as being equally valid to decisions made under the relationship established by this agreement. This mana ōrite relationship is in addition to, and not a substitute for, the broader relationship between Māori and the Crown. In carrying out any actions or activities associated with this agreement the parties will engage with each other on a mana ōrite basis.

3. TE WHAKAPAPA - BACKGROUND

Te Tiriti o Waitangi (Te Tiriti) underpins this relationship.

The parties' agreed understanding is that Te Tiriti provides for the exercise of kāwanatanga by the Crown in exchange for active protection of te tino rangatiratanga of tāngata whenua over their own lands, forests, fisheries and other natural resources and taonga, including their culture, language and learning processes. As such, Te Tiriti provides the context for this mana orite relationship.

The parties have chosen to describe their Tiriti-derived relationship as a mana ōrite Tiriti relationship rather than a Treaty partnership, to acknowledge that one of the most critical parts of Te Tiriti is the enduring relationship.

Mana ōrite is understood within the context of this Tiriti-derived Relationship as the parties having equal explanatory power within the operation of this relationship. Both parties acknowledge that Te Tiriti partners are iwi and hapū, and the Crown. The parties acknowledge that means that iwi have multiple Tiriti-based relationships, and that the primary Tiriti relationship for individual iwi is with the Crown and its representative *Minister – in this context, the Minister of Statistics.* The parties acknowledge that the relationship between the Data ILG and Stats NZ is a sub-set of the overarching Tiriti relationship that iwi have with the Crown. The parties acknowledge that their mana ōrite relationship is in addition to, and not in substitute for, the broader Crown/Māori relationship.

The parties are committed to investing in the durability of a healthy mana ōrite relationship. Mana enhancing practices will be reciprocated, meaning, the parties will act towards one another at all times, reasonably, honourably and in good faith.

4. NĀ TŌ ROUROU, NĀ TAKU ROUROU KA ORA AI TE IWI

StatsNZ acknowledges:

- The Data ILG brings strategic leadership, knowledge and experience in te ao Māori, and through their technicians, specialist expertise in Māori data and statistics and Māori data governance;
- Data ILG's mandate as part of the National Iwi Chairs Forum, which brings multi-layered relationships and enables collaboration, collective engagement and feedback with and from many iwi;
- Data ILG's commitment to provide strategic input, guidance, constructive challenge and support to StatsNZ to strengthen capability, engagement and relationships with iwi throughout Aotearoa to help ensure the current and future data needs and aspirations of Māori are met.

The Data ILG acknowledges:

- that StatsNZ brings expertise in data leadership and governance, design, methodology, collection, build, analysis and insights, storage and dissemination of data and statistics;
- StatsNZ's statutory roles, functions, and duties including its mandate as the leader and steward of New Zealand's official statistics system;
- StatsNZ's commitment, as Government Chief Data Steward, to work across the public sector data system to improve access to data and increase opportunities for iwi, hapū, whānau and representative Māori organisations to engage and have input into decisions on future system and data design.

5. NGĀ WHĀINGA - GOALS OF THE MANA ŌRITE RELATIONSHIP

Through working together and leveraging their respective strengths, the Data ILG and Stats NZ aim to achieve the following goals:

- Data and statistics strategies and polices, including operational approaches, enable the current and future data needs and aspirations of Māori throughout Aotearoa to be met more effectively.
- Stronger engagement and relationships between Stats NZ and iwi and hapū across Aotearoa and the capability to sustain these over-time
- Iwi-Maori have improved access to iwi-Maori data and enhanced opportunities to co-create and co-develop future systems and data design across the public sector data eco-system;
- Key data gaps for Maori are identified and resolved in partnership with Maori;
- Equity of outcomes with respect to iwi and Maori data across the public data ecosystem to support decision-making and investment
- a Te Ao Māori lens is embedded in the way in which decisions are taken across the public sector data eco-system.

6. UARATANGA – RELATIONSHIP PRINCIPLES

Both parties honour the following principles in the conduct of the relationship:

- **Mana Ōrite**. Respective views will be heard, considered, and afforded equal explanatory power.
- **Whanaungatanga.** Strong transparent relationships through respect, integrity, empathy, and commitment to the kaupapa.
- **Kotahitanga.** A culture of moving together with solidarity towards a common purpose,.

- **Rangatiratanga.** Leadership that focuses on common purpose whilst also respecting the autonomy and independence of the iwi and members of the Data ILG.
- **Whakawhāiti.** Inclusiveness, acknowledging the respective value and roles of the NICF and the individual iwi, hapū and Māori data stakeholders.
- **Kaitiakitanga.** A shared culture of respect, guardianship, care and protection for data as a strategic and valued resource, recognising that for the NICF, Māori data is a taonga and iwi-Maori are kaitiaki over their taonga.

7. NGĀ HUA O TE HONONGA - AGREED DELIVERABLES

The parties agree that it is important that effective mechanisms are in place for meaningful interaction, debate and co-development.

The following agreed mechanisms will provide opportunities to achieve the goals of and strengthen the mana ōrite relationship between the Data ILG and Stats NZ:

a) Stats NZ and the Data ILG agree to develop a Work Programme that defines the annually agreed outcomes, responsibilities, accountabilities, and activities to give effect their mana ōrite relationship.

b) Data ILG and Stats NZ Executive Leadership Team (ELT) will meet twice a year, to provide opportunity for:

- both parties to discuss strategic issues, opportunities and plans, and to strengthen understanding and trust in their mana ōrite relationship; and
- discussion of collective and common interests, needs and opportunities to improve Māori data outcomes and the sharing of information and feedback on Māori data strategies, initiatives and outcomes;
- approval and ongoing review of the Work Programme to ensure it continues to meet the requirements of the Relationship;

8. NGĀ WHAKARITENGA O TĒNEI WHAKAAETANGA

He Whanaungatanga Whānui: The parties agree that this agreement does not create an exclusive relationship and each party may develop other appropriate relationships.

Kōrero Muna: The parties will:

- work openly and in good faith; in particular raising and responding to queries or concerns from the other Party regarding privacy or confidentiality;
- treat the information supplied to the other Party with the same care and level of stewardship it applies to its own information;
- respect and comply (where reasonably possible) with requests for constraints upon the disclosure of the other Party's information;
- proactively alert each other to any issues or concerns regarding privacy and confidentiality;
- where subject to a legal obligation to provide information (e.g. under the Official Information Act 1982 or as part of a court order) consult (where reasonably possible) the other party before releasing information that relates directly to this agreement or when information has been provided in confidence by the other party.

Pārongo: To act transparently and in good faith, honouring the intellectual property of each party, while also sharing information to the extent possible, to ensure that the scope and intention of this agreement is achieved effectively.

Arotake: This agreement records a commitment to a mana ōrite relationship. The parties acknowledge that over time the nature and focus of the relationship will evolve to reflect changing circumstances. The parties will meet for the purpose of reviewing this agreement, every three years or otherwise as agreed. The parties will conduct all review processes in a manner that reflects the principles of this relationship agreement.

Panonitanga: The parties may at any time agree to amend this agreement to reflect:

- changes to the goals of the relationship as they reflect changing circumstances; and
- any other changes both parties agree are necessary.

Pūtea tautoko: recognising that this agreement provides access to significant expertise Stats NZ may provide resourcing (including funding) to assist the relationship or to support the work outlined in the Work Programme, the details of which will be agreed on between the relevant parties.

Whakatau Nawe: Any issues or concerns arising out of this agreement shall be resolved through tikanga based kanohi ki te kanohi discussion in the first instance. The parties commit to a resolution process that respects the Principles of this agreement.

Status of Data ILG signatories: This Agreement is entered into on behalf of the Data ILG and they do so in that capacity and not personally (and they shall have no personal liability under this Agreement).

9. KAI HAINA - SIGNATORIES

Signed for and on behalf of **Statistics New Zealand**

Signature: _____

Name LIZ MACPHERSON

Position: CHIEF EXECUTIVE

Date: 30 - 10 - 2019

Signed for and on behalf of the **Data Iwi Leaders Group**

Signature: _____

Name KAREN VERCOE

Position: CHAIRPERSON - DATA ILG

Date: 30 - 10 - 2019

IN THE PRESENCE OF:

Signature: _____

Iwi/Organisation: Te Arawa Kirikowhai Mikaere.

Appendix B

MANA ŌRITE RELATIONSHIP AGREEMENT

Mō (Between):	Data Iwi Leaders Group (**Data ILG**)
Me (And):	The Chief Executive of Te Tari Taiwhenua – Department of Internal Affairs (**DIA**)
Rā Whakamana (Date of Agreement):	22 June 2021

1. TE KAUPAPA MATUA - PURPOSE

This Agreement embodies the intention of the Data ILG and DIA to establish a mana ōrite Tiriti relationship. The purpose of the mana ōrite relationship is to help create a future that benefits te oranga whānui o Aotearoa by realising the potential of digital capability to make a sustainable positive difference to outcomes for iwi, hapū and whānau.

2. TE HOROPAKI O TĒNEI WHAKAAETANGA – CONTEXT

The Data ILG and DIA have chosen to describe this Tiriti-derived relationship as a mana ōrite relationship, in which the parties have equal explanatory power. This means the parties acknowledge and accept each other's unique perspectives, knowledge systems and world-views as being equally valid to decisions made under the relationship established by this agreement. This mana ōrite relationship is in addition to, and not a substitute for, the broader relationship between Māori and the Crown. In carrying out any actions or activities associated with this agreement the parties will engage with each other on a mana ōrite basis.

3. TE WHAKAPAPA - BACKGROUND

Te Tiriti o Waitangi (Te Tiriti) underpins this relationship.

The parties' agreed understanding is that Te Tiriti provides for the exercise of kāwanatanga by the Crown in exchange for active protection of te tino rangatiratanga of tāngata whenua over their own lands, forests, fisheries and other natural resources and taonga, including their culture, language and learning processes. As such, Te Tiriti provides the context for this mana ōrite relationship.

The parties have chosen to describe their Tiriti-derived relationship as a mana ōrite Tiriti relationship rather than a Treaty partnership, to acknowledge that one of the most critical parts of Te Tiriti is the enduring relationship.

Mana ōrite is understood within the context of this Tiriti-derived relationship as the parties having equal explanatory power within the operation of this relationship. Both parties acknowledge that Te Tiriti partners are iwi and hapū, and the Crown. The parties acknowledge that means that iwi have multiple Tiriti-based relationships, and that the primary Tiriti relationship for individual iwi is with the Crown and its representative Minister – in this context, Ministers with responsibility for Internal Affairs and Digital Public Services. The parties acknowledge that the relationship between the Data ILG and DIA is a sub-set of the overarching Tiriti relationship that iwi have with the Crown. The parties acknowledge that their mana ōrite relationship is in addition to, and not in substitute for, the broader Māori-Crown relationship.

The parties are committed to investing in the durability of a healthy mana ōrite relationship. Mana enhancing practices will be reciprocated, meaning, the parties will act towards one another at all times, reasonably, honourably and in good faith.

4. NĀ TŌ ROUROU, NĀ TAKU ROUROU KA ORA AI TE IWI

DIA acknowledges:

- The Data ILG brings strategic leadership, knowledge and experience in te ao Māori, and through their technicians, specialist expertise in Māori data and digital interests;
- Data ILG's mandate as part of the National Iwi Chairs Forum, which brings multi-layered relationships and enables collaboration, collective engagement and feedback with and from many iwi;
- Data ILG's commitment to provide strategic input, guidance, constructive challenge and support to DIA to strengthen capability, engagement and relationships with iwi throughout Aotearoa to help ensure the current and future digital needs and aspirations of Māori are met.

The Data ILG acknowledges:

- that DIA brings expertise in digital leadership, governance, design, services, capability and standards;
- DIA's statutory roles, functions, and duties and its Chief Executive's mandate as the Government Chief Digital Officer (GCDO);
- DIA's commitment, as GCDO, to work in partnership with Iwi Māori and across the public sector digital system to deliver digital public services that are responsive, accessible and work for iwi and hapū. This includes increasing opportunities for iwi, hapū, whānau and representative Māori organisations to engage in, and have input into, decisions on future system and digital design.

5. NGĀ WHĀINGA - GOALS OF THE MANA ŌRITE RELATIONSHIP

Through working together and leveraging their respective strengths, the Data ILG and DIA aim to achieve the following goals:

- Digital strategies and polices, including operational approaches, that enable the current and future digital footprint, digital needs and aspirations of Māori throughout Aotearoa to be met more effectively;
- Stronger engagement and relationships between DIA/GCDO and iwi and hapū across Aotearoa and the capability to sustain these over time;
- Co-developed digital public services that are responsive, accessible and work for Māori;
- A culturally competent and confident Digital Public Service;
- Equity of outcomes with respect to iwi and Māori digital inclusion across the Digital Public Service system to support decision-making and investment;
- a Te Ao Māori lens is embedded in decision-making across the Digital Public Service system.
- Digital commercial and trade opportunities are enabled for Māori business and Iwi to contribute to the digital economy.

6. UARATANGA – RELATIONSHIP PRINCIPLES

Both parties honour the following principles in the conduct of the relationship:

- **Mana Ōrite**. Respective views will be heard, considered, and afforded equal explanatory power.
- **Whanaungatanga.** Strong transparent relationships through respect, integrity, empathy, and commitment to the kaupapa.
- **Kotahitanga.** A culture of moving together with solidarity towards a common purpose.
- **Rangatiratanga.** Leadership that focuses on common purpose whilst also respecting the autonomy and independence of the iwi and members of the Data ILG.
- **Kaitiakitanga**. A shared culture of respect, care, protection and guardianship of the global digital futures for iwi-Māori and Aotearoa.
- **Manaakitanga:** A culture of inclusive and nurturing relationships at both an individual and collective level in order to ensure they are maintained and acknowledging the respective values and roles of the iwi, hapū and whānau.
- **Pukengatanga:** A shared culture of respect of expertise and the shared aspiration to build digital capabilities and expertise for Māori, iwi, hapū and whānau to lead, develop and engage with current and emerging technologies.

7. NGĀ HUA O TE HONONGA - AGREED DELIVERABLES

The parties agree that it is important that effective mechanisms are in place for meaningful interaction, debate and co-development.

The following agreed mechanisms will provide opportunities to achieve the goals of and strengthen the mana ōrite relationship between the Data ILG and DIA:

a) DIA and the Data ILG agree to develop a Work Programme that defines the annually agreed outcomes, responsibilities, accountabilities, and activities to give effect to their mana ōrite relationship.

b) Data ILG and GCDO will meet twice a year, to provide opportunity for:

- both parties to discuss strategic issues, opportunities and plans, and to strengthen understanding and trust in their mana ōrite relationship; and
- discussion of collective and common interests, needs and opportunities to improve Māori digital leadership and outcomes, the sharing of information and feedback on digital strategies, initiatives and outcomes;
- approval and ongoing review of the Work Programme to ensure it continues to meet the requirements of the Relationship;

8. NGĀ WHAKARITENGA O TĒNEI WHAKAAETANGA

He Whanaungatanga Whānui: The parties agree that this agreement does not create an exclusive relationship and each party may develop other appropriate relationships.

Kōrero Muna: The parties will:

- work openly and in good faith; in particular raising and responding to queries or concerns from the other Party regarding privacy or confidentiality;

- treat the information supplied to the other Party with the same care and level of stewardship it applies to its own information;
- respect and comply (where reasonably possible) with requests for constraints upon the disclosure of the other Party's information;
- proactively alert each other to any issues or concerns regarding privacy and confidentiality;
- where subject to a legal obligation to provide information (e.g. under the Official Information Act 1982 or in response to a court order) consult (where reasonably possible) the other party before releasing information that relates directly to this agreement or when information has been provided in confidence by the other party.

Pārongo: To act transparently and in good faith, honouring the intellectual property of each party, while also sharing information to the extent possible, to ensure that the scope and intention of this agreement is achieved effectively.

Arotake: This agreement records a commitment to a mana ōrite relationship. The parties acknowledge that over time the nature and focus of the relationship will evolve to reflect changing circumstances. The parties will meet for the purpose of reviewing this agreement, every three years or otherwise as agreed. The parties will conduct all review processes in a manner that reflects the principles of this relationship agreement.

Panonitanga: The parties may at any time agree to amend this agreement to reflect:

- changes to the goals of the relationship as they reflect changing circumstances; and
- any other changes both parties agree are necessary.

Pūtea tautoko: recognising that this agreement provides access to significant expertise, DIA may provide resourcing (including funding and/or people and/or tools) to assist the relationship or to support the work outlined in the Work Programme, the details of which will be agreed on between the relevant parties.

Whakatau Nawe: Any issues or concerns arising out of this agreement shall be resolved through tikanga based kanohi ki te kanohi (face to face) discussion in the first instance. The parties commit to a resolution process that respects the Principles of this agreement.

Status of Data ILG signatories: This Agreement is entered into on behalf of the Data ILG and they do so in that capacity and not personally (and they shall have no personal liability under this Agreement).

9. KAI HAINA - SIGNATORIES

Signed for and on behalf of **Department of Internal Affairs**

Signature: Paul James.

Name PAUL JAMES

Position: CHIEF EXECUTIVE

Date: 22/6/21

Signed for and on behalf of the **Data Iwi Leaders Group**

Signature: Ka Vercoe

Name KAREN VERCOE

Position: CHAIRPERSON

Date:

IN THE PRESENCE OF:

Signature:

Iwi/Organisation: Te Kahui Raraunga

Appendix C

Outlook

[redacted]

From: Pounamu Teepa-te Maioha <Pounamu.Teepa-teMaioha@dia.govt.nz>
Sent: Tuesday, September 30, 2025 5:19 PM
To: Erena Mikaere <erena@kahuiraraunga.io>
Cc: Robert Te Moana <Robert.TeMoana@dia.govt.nz>
Subject: Treaty Clause Principles review - update

Tēnā koe Erena, ngā mihi kia koe.

I'm providing an update on the latest regarding the Treaty Clause Principles review.

As you know, DIA has been contributing to the cross-agency Treaty Clause Review, led by the Ministry of Justice. The review is examining how references to the principles of Te Tiriti o Waitangi appear in legislation.

As part of the review, a Ministerial Oversight Group was established to make in-principle decisions on whether to maintain, amend, or repeal Treaty clauses in each law. The Group includes:

- **Hon Paul Goldsmith** – Minister of Justice
- **Hon Judith Collins** – Attorney-General
- **Hon Shane Jones** – Minister for Regional Development
- **Hon Tama Potaka** – Minister for Māori–Crown Relations

The latest stage of the review has been informed by the completed advice of an Expert Advisory Group, chaired by David Cochrane. Other members were Marama Royal, James Christmas, and John Walters.

Next steps
Relevant recommendations from the Expert Advisory Group include the proposal of general and targeted engagement. Subject to Cabinet decisions:

- General engagement is proposed through a meeting between the Oversight Group and the NICF Pou Tikanga Chairs at the Iwi Chairs Forum on **30 October 2025**.
- Targeted engagement with PSGEs and similar groups is proposed to begin from **13 October 2025**.

General context and update

- Thirteen agencies are contributing to this mahi. DIA's contributions focus on three Acts: the **Digital Identity Services Trust Framework Act 2023**, the **Local Government Act 2002**, and the **Taumata Arowai – Water Services Regulator Act 2020**.
- DIA has provided feedback into this work, specifically noting **Data ILG's position on any amendments to the DISTF Act**. Current advice indicates that repeal of Treaty provisions is not being considered, and for the DISTF Act no significant changes are anticipated given the clarity of its provisions — noting these outcomes remain subject to Cabinet decisions.
- Engagement dates (13 October and 30 October) remain proposals pending Cabinet decisions.

Me āku mihi nui anō, nā
Pounamu Teepa-te Maioha (he/him)| Kaiwhakatere, Principal Advisor
Ngāi Tūhoe, Ngapuhi, Tainui, Ngāi Tahu
Māori Digital and Crown Relationships Group
Digital Services | Te Pūnaha Matihiko
The Department of Internal Affairs | Te Tari Taiwhenua
45 Pipitea Street, Thorndon | PO Box 805, Wellington 6140, New Zealand
Mobile: 027 320 8743

Appendix D

Outlook

Fw: Treaty references review and Data and Statistics Act

[redacted]

From: Kirikowhai Mikaere <kirikowhai@kahuiraraunga.io>
Sent: Thursday, April 30, 2026 2:45 PM
To: Kerri-Anne Hancock <Kerri-Anne@kahuiraraunga.io>
Cc: Roimata Timutimu <roimata@kahuiraraunga.io>
Subject: Fwd: Treaty references review and Data and Statistics Act

FYI - this email was supposed to be received on Monday??
So it might change our response to the Pou Tāngata e hoa?

I'll have a better look when I get to the airport.

Begin forwarded message:

> **From:** Anna McDowell <anna.mcdowell@stats.govt.nz>
> **Date:** 30 April 2026 at 14:34:25 NZST
> **To:** Kirikowhai Mikaere <kirikowhai@kahuiraraunga.io>, Roimata Timutimu <roimata@kahuiraraunga.io>
> **Cc:** Tia Warbrick <Tia.Warbrick@stats.govt.nz>
> **Subject: FW: Treaty references review and Data and Statistics Act**
>
> IN-CONFIDENCE
>
> Kia ora kōrua,
>
> Our apologies you did not receive this message when it was originally sent it out – that is an unintentional oversight on our part.

 [redacted]

Ngā mihi
Anna

+++++

Sent: Monday, 20 April 2026 2:53 pm
Subject: Treaty references review and Data and Statistics Act

Kia ora koutou,
We are writing to provide awareness, following its public release, of a recent Government decision relating to the review of Treaty references across legislation, including the Data and Statistics Act 2022.
This work is being led by the Minister of Justice, with communications and the overall process managed centrally through the Office of the Minister of Justice, in consultation with the Office of the Leader of New Zealand First. Further detail will be provided as it is confirmed.
The Government has completed its review of provisions in legislation that reference the principles of the Treaty of Waitangi and has made decisions on next steps.
As part of this, the Government is proposing to amend provisions to ensure they are clear, specific, and provide certainty about how the Treaty applies in each instance. This includes:

- making the strength of direction to decision-makers no higher than "take into account" the principles of the Treaty
- replacing broad provisions with more descriptive provisions
- standardising drafting, including consistent reference to both the Treaty of Waitangi and te Tiriti o Waitangi

The Government is also proposing to repeal a small number of provisions, including where these duplicate other provisions within the same Acts.
In relation to the Data and Statistics Act, proposals include amendments to Treaty-related provisions within the Act. This includes:

- aligning the strength of Treaty provisions (including sections 3(e), 4 and 14(a)) so the direction to decision-makers is no higher than "take into account"
- standardising references to the Treaty of Waitangi and te Tiriti o Waitangi across the Act
- a proposal to provide greater specificity within section 14(a)

Cabinet has agreed that the Minister of Justice will consult the National Iwi Chairs Forum on these decisions prior to a Bill being introduced into Parliament and referred to a select committee for public submissions.
This review has been undertaken as part of a commitment in the coalition agreement between the National and New Zealand First parties.
We will continue to keep you informed as more information becomes available.
Ngā mihi,
Tia
Tia Warbrick (pronouns: she/her/hers)
Kaiwhakahaere Matua Mātāmuri I Deputy Chief Executive
Strategic Engagement, Māori Partnerships and Data Capability
Tatauranga Aotearoa I Stats NZ I stats.govt.nz I +64 27 281 4771

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Tia

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