



# **New Zealand Māori Arts and Crafts Institute Vesting Act 2020**

Public Act    2020 No 37  
Date of assent    24 July 2020  
Commencement    see section 2

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**Preamble**

- (1) The New Zealand Maori Arts and Crafts Institute (the **NZMACI**) was established as a body corporate by section 4 of the New Zealand Maori Arts and Crafts Institute Act 1963:
- (2) The NZMACI was formerly known as the Rotorua Maori Arts and Crafts Institute:
- (3) The NZMACI operates under the brand names Te Puia, the New Zealand Māori Arts and Crafts Institute, and NZMACI:
- (4) The NZMACI’s functions include encouraging Māori culture and the practice and appreciation of Māori arts and crafts, training Māori in the practice of Māori arts and crafts, developing and maintaining areas in the Rotorua district and elsewhere as scenic or tourist attractions, and maintaining public interest in Māori culture and Māori arts and crafts:
- (5) The Crown granted leases to the NZMACI in respect of certain Crown land in the Rotorua district. The fee simple estate in that (and other) land has now been transferred under the Whakarewarewa and Roto-a-Tamaheke Vesting Act 2009 to the trustees of a joint trust established by Ngāti Whakaue and Tūhourangi Ngāti Wahiao:
- (6) The Whakarewarewa and Roto-a-Tamaheke Vesting Act 2009 vested the fee simple estate in the Whakarewarewa Valley Land and the Roto-a-Tamaheke Reserve in the Joint Trustees and requires the Joint Trustees to grant registrable leases to the NZMACI in respect of the Whakarewarewa Valley Land. The Joint Trustees lease the Whakarewarewa Valley Land to the NZMACI by 2 leases entered into on 16 November 2010:
- (7) Wahiao Tūhourangi o Whakarewarewa and the Ngāti Whakaue parties have a long association with the Whakarewarewa Valley Land on which the NZMACI is located and have made a significant contribution to the operation and development of the NZMACI over many years:

- (8) On 7 August 2017, the Crown entered into an agreement with the respective trustees of the Whakarewarewa Joint Trust, the Wahiao Tuhourangi o Whakarewarewa Trust, the HTK Te Puia Trust, the Pukeroa Oruawhata Trust, the Te Puia NZMACI Limited Partnership (the **Partnership**), and the NZMACI. Under that agreement, legislation is to be introduced into the House of Representatives to transfer the NZMACI assets and liabilities to the Partnership. All ownership interests in the Partnership are held, directly or indirectly, by Wahiao Tuhourangi o Whakarewarewa, the Pukeroa Oruawhata Trust, and by 3 Ngāti Whakaue hapū: Ngāti Hurungaterangi, Ngāti Taeotū, and Ngāti Te Kahu o Ngāti Whakaue:
- (9) The purpose of this vesting is to recognise the long relationship of Wahiao Tuhourangi and the Ngāti Whakaue parties with the NZMACI and the underlying land, and to further enhance the Crown's relationship with Wahiao Tuhourangi o Whakarewarewa and the Ngāti Whakaue parties. The ongoing co-operation and collaboration with other iwi in relation to preserving and promoting the cultural traditions of the iwi of New Zealand through the practice of Māori arts and crafts will continue:
- (10) The transfer is not consideration for the settlement of any claim against the Crown and is without payment or consideration to the Crown:

**The Parliament of New Zealand therefore enacts as follows:**

**1 Title**

This Act is the New Zealand Māori Arts and Crafts Institute Vesting Act 2020.

**2 Commencement**

This Act comes into force on the day after the date on which it receives the Royal assent.

**Part 1**  
**Preliminary provisions**

**3 Interpretation**

In this Act, unless the context otherwise requires,—

**Act** means the New Zealand Maori Arts and Crafts Institute Act 1963

**assets and liabilities**—

- (a) means the assets and liabilities owned, controlled, held, or owed, wholly or in part, immediately before the commencement of this Act, by the NZMACI; and
- (b) includes—
- (i) all assets of any kind, whether in the form of real or personal property, money, shares, securities, rights, or interests; and

- (ii) all liabilities, including debts, charges, duties, contracts, or other obligations (whether present, future, actual, contingent, payable, or to be observed or performed in New Zealand or elsewhere)

**Auditor-General** has the meaning given in section 4 of the Public Audit Act 2001

**balance date**, in relation to the Partnership, has the meaning given in section 41 of the Financial Reporting Act 2013

**business day** means a day that is not—

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, or Labour Day; or
- (c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (e) the day observed as Anniversary Day in Auckland

**capital contribution** has the meaning given in section 37(1) of the Limited Partnerships Act 2008

**company** has the meaning given in section 2(1) of the Companies Act 1993

**Crown** has the meaning given in section 2(1) of the Public Finance Act 1989

**dispose of** includes to mortgage and to charge

**Eligible Voter**, in relation to members of Tūhourangi, has the meaning given in clause 1.1 of the Wahiao Tuhourangi o Whakarewarewa Trust deed

**financial year**, in relation to the Partnership,—

- (a) means a year ending on its balance date; and
- (b) includes a longer or shorter period if, as a result of the registration of the Partnership as a limited partnership or a change of balance date, the period ending on the balance date is longer or shorter than a year

**HTK Te Puia Trust** means the trust established by the HTK Te Puia deed of trust dated 1 August 2017

**Joint Trust** means the Whakarewarewa Joint Trust established by the Whakarewarewa Joint Trust deed dated 29 August 2008

**Joint Trustees** means the trustees of the Joint Trust, acting in their capacity as trustees

**member**, in relation to the NZMACI,—

- (a) means a person appointed as a member of the NZMACI under section 5 or 7(3) of the Act; and

- (b) includes any of the following, if appointed under section 8, 9, or 10 of the Act:
- (i) the chairperson and deputy chairperson; and
  - (ii) any deputy for a member

**Minister** means the Minister for Māori Development

**Ngāti Whakaue parties** has the meaning given in section 4

**NZMACI** means the New Zealand Māori Arts and Crafts Institute established by section 4 of the Act

**NZMACI taonga** means the assets of the NZMACI listed in Schedule 2

**ownership interest** means,—

- (a) in relation to a limited partnership, each capital contribution and partnership interest in the limited partnership; and
- (b) in relation to a company, each share in the company; and
- (c) in relation to a body corporate other than a limited partnership or a company, each interest in the body corporate that is comparable with the interests granted by a share in a company

**partners of the Partnership** and **partners** mean the following trusts, according to their partnership interests:

- (a) Wahiao Tuhourangi o Whakarewarewa Trust; and
- (b) HTK Te Puia Trust; and
- (c) Pukeroa Oruawhata Trust

**Partnership** means the limited partnership known as the Te Puia NZMACI Limited Partnership registered under section 51 of the Limited Partnerships Act 2008

**partnership interest** has the meaning given in section 38(1) of the Limited Partnerships Act 2008

**Pukeroa Oruawhata Trust** means the ahu whenua trust of that name constituted by order of the Māori Land Court under Part 12 of Te Ture Whenua Maori Act 1993 and dated 14 March 2011 or as may be varied from time to time under that Act

**reorganisation of the NZMACI** means the vesting of the assets and liabilities of the NZMACI by section 7 and the dissolution of the NZMACI by section 8

**Southern Arikikapakapa Reserve** means the land described by that name in Schedule 1 of the Whakarewarewa and Roto-a-Tamaheke Vesting Act 2009

**Tūhourangi** means—

- (a) the individuals who are the descendants of the ancestor known as Tūhourangi and principally associated with the district of Lake Tarawera; and

- (b) the collective of those individuals

**Tūhourangi o Whakarewarewa** means—

- (a) the individuals who are members of Tūhourangi enrolled as Eligible Voters under rule B3(c) of Schedule B of the Wahiao Tūhourangi o Whakarewarewa Trust deed; and
- (b) the collective of those individuals

**vesting date** means the date on which this Act comes into force

**Wahiao** means the collective of the individuals who—

- (a) are descendants of any member of 3 hapū, Ngāti Hinganoa, Ngāti Tukiterangi, and Ngāti Huarere, named in Schedule A of the Wahiao Tūhourangi o Whakarewarewa Trust deed; and
- (b) were named in the lists of the members of those hapū produced in evidence to the Native Land Court in 1883 by Mita Taupopoki (but referred to there as Ngātihinganoa, Ngātitukiterangi, and Ngātihuarere)

**Wahiao Tūhourangi o Whakarewarewa** means Wahiao, and includes Tūhourangi o Whakarewarewa

**Wahiao Tūhourangi o Whakarewarewa Trust** means the trust of that name established by a trust deed dated 2 August 2017

**Whakarewarewa lease** means each lease granted by the Joint Trustees to the NZMACI

**Whakarewarewa Thermal Springs Reserve** means the land described by that name in Schedule 1 of the Whakarewarewa and Roto-a-Tamaheke Vesting Act 2009

**Whakarewarewa Valley Land** means the Whakarewarewa Thermal Springs Reserve and the Southern Arikikapakapa Reserve.

#### 4 Ngāti Whakaue parties

- (1) In this Act, **Ngāti Whakaue parties** means the following trustees:

- (a) the trustees of the HTK Te Puia Trust, as representatives of the collective group comprising individuals descended from 1 or more of the owners listed under one of the following 3 hapū groups referred to collectively in relation to the Whakarewarewa No 3 Block (originally comprising the Roto-a-Tamaheke Reserve and the Whakarewarewa Thermal Springs Reserve) in the Native Land Court decision of 24 October 1893, 28 ROT 124–166:
- (i) Ngāti Hurungaterangi;
- (ii) Ngāti Taeotū;
- (iii) Ngāti Te Kahu o Ngāti Whakaue; and
- (b) the trustees of the Pukeroa Oruawhata Trust, as representatives of the collective group comprising individuals descended from 1 or more of the

295 owners listed by hapū in relation to the Pukeroa Oruawhata Block in the Native Land Court decision of 27 April 1882, 1 ROT 34–347, 1 ROT 348–355, and 4 ROT 8–23.

- (2) In this section, **descended** means descended by birth, legal adoption, or Māori customary adoption.

## 5 Transitional, savings, and related provisions

The transitional, savings, and related provisions set out in Schedule 1 have effect according to their terms.

## 6 Act binds the Crown

This Act binds the Crown.

# Part 2 Reorganisation of NZMACI

## 7 Vesting

- (1) On the vesting date, the assets and liabilities of the NZMACI—
- (a) vest in the Partnership and become the assets and liabilities of the Partnership; and
  - (b) to the extent that those assets and liabilities are owned or held subject to any charitable trusts, are freed of all charitable trusts.
- (2) However, those assets and liabilities remain subject to any other trusts, covenants, or conditions affecting them.

## 8 Dissolution

- (1) The NZMACI is dissolved on the vesting date, and on that date each member of the NZMACI ceases to hold office.
- (2) No member of the NZMACI is entitled to compensation for his or her loss of office under this section.

## 9 Matters not affected by vesting and dissolution

- (1) The vesting of the assets and liabilities of the NZMACI by section 7 and the dissolution of the NZMACI by section 8 do not—
- (a) place a person in breach of contract, in breach of trust, or in breach of confidence, or otherwise make a person guilty of any civil wrong;
  - (b) entitle a person to exercise any relevant right;
  - (c) release a surety wholly or in part from any obligation;
  - (d) invalidate or discharge any contract or security.
- (2) In this section, a **relevant right** is a right to do any of the following:
- (a) terminate, cancel, or modify a contract, agreement, or arrangement;

- (b) enforce or accelerate the performance of an obligation:
- (c) require the performance of an obligation not otherwise arising for performance.

*Role of Partnership in relation to certain matters*

**10 NZMACI taonga inalienable**

- (1) After the vesting of the assets and liabilities of the NZMACI by section 7, none of the NZMACI taonga may be disposed of.
- (2) A purported disposal of an NZMACI taonga is void and of no effect.

**11 Functions and powers of NZMACI continued**

- (1) The Partnership must continue to perform the functions and exercise the powers of the NZMACI to—
  - (a) encourage, foster, and promote ahurea and toi Māori (culture and Māori arts) of New Zealand; and
  - (b) provide training for the iwi of New Zealand, including in whakairo rākau (carving) and raranga (weaving); and
  - (c) make grants to enable persons to study, train, and gain experience in creating Māori arts and crafts or any other matter approved by the Partnership; and
  - (d) confer diplomas or certificates on persons who have undertaken training or gained qualifications in Māori arts and crafts or Māori culture generally; and
  - (e) provide and support demonstrations, exhibitions, and tours of toi Māori and toi whakaari Māori (performing arts) of New Zealand; and
  - (f) provide for the sustainable development of scenic and tourist attractions in the Rotorua district and elsewhere.
- (2) The functions referred to in subsection (1) are in addition to any other functions or activities that the Partnership may undertake directly or indirectly.
- (3) The Partnership has all the powers, rights, and authorities reasonably necessary to enable it to carry out its functions.

*Administrative matters*

**12 Crown appointment to board of general partner of Partnership**

- (1) The provisions of this section apply for 6 years from the date of the vesting of the NZMACI assets and liabilities by section 7(1).
- (2) The Crown must appoint 1 director of the board of the general partner of the Partnership.
- (3) The Crown may remove and replace that director.

- (4) The director appointed under subsection (2) is the chairperson of the board and has a deliberative vote that may be used as a casting vote in the event of a deadlock on the board.
- (5) Despite the provisions of the Companies Act 1993, the director appointed under subsection (2) may report to the Crown at any time on the performance of the Partnership in relation to the functions described in section 11(1).
- (6) In this section, **general partner** means the company established by the Partnership to manage the assets of the Partnership, as required by sections 8(1) and 19 of the Limited Partnerships Act 2008.

### 13 Reporting on performance of functions

- (1) The Partnership must, not later than 4 months after the end of each financial year,—
  - (a) make accessible on an Internet site, free of charge, a written report that—
    - (i) identifies the activities undertaken or funded during the financial year to satisfy the requirements of section 11(1); and
    - (ii) calculates its direct expenditure on, and funding provided for, those activities during that financial year as a proportion of the revenue (if any) received as admission income for the Whakarewarewa Valley Land; and
  - (b) make a copy of the written report available upon request at the offices of the Partnership during normal business hours.
- (2) In this section, **admission income**, in relation to the Whakarewarewa Valley Land, means any income for the purposes of the term “Admission Income” as defined in the Whakarewarewa leases at the date of signing of the leases.

### 14 Board must approve major transactions

- (1) The Partnership must not enter into a major transaction unless the board of directors of the general partner of the Partnership, by unanimous resolution, approves the transaction before it is entered into.
- (2) In this section, **major transaction**, in relation to the Partnership, means—
  - (a) the acquisition of, or an agreement to acquire, assets (contingently or otherwise) whose value is more than 30% of the value of the assets of the Partnership immediately before the acquisition; or
  - (b) the disposition of, or an agreement to dispose of, assets (contingently or otherwise) whose value is more than 30% of the value of the assets of the Partnership immediately before the disposition; or
  - (c) a transaction that has, or is likely to have, the effect of the Partnership acquiring rights or interests, or incurring liabilities or obligations

(whether contingent or otherwise), whose value is more than 30% of the value of the assets of the Partnership immediately before the transaction.

### **15 Land and other registers to be changed**

On the written application of a person authorised for the purpose by the Partnership,—

- (a) the Registrar-General of Land is authorised and directed to make entries in the registers under the Land Transfer Act 2017 and to do what is necessary to give effect to the provisions of this Part; and
- (b) the person responsible for keeping any other register that refers to the assets or liabilities of the NZMACI must substitute a reference to the Partnership for a reference to the NZMACI.

## **Part 3**

### **Repeal and savings provisions**

#### **16 New Zealand Maori Arts and Crafts Institute Act 1963: repeal and savings**

- (1) The New Zealand Maori Arts and Crafts Institute Act 1963 (1963 No 51) is repealed.
- (2) However, section 27 of that Act continues to have effect in relation to any act or omission done or made before the vesting date by a member of the NZMACI.

#### **17 Consequential amendments**

In each of the following provisions, repeal the item relating to the NZMACI:

- (a) Part 2 of Schedule 1 of the Local Authorities (Members' Interests) Act 1968:
- (b) Part 2 of Schedule 1 of the Ombudsmen Act 1975:
- (c) Schedule 2 of the Public Audit Act 2001:
- (d) Part 2 of Schedule 1 of the Public Bodies Contracts Act 1959.

## Schedule 1

### Transitional, savings, and related provisions

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#### Part 1

##### Provisions relating to this Act as enacted

###### *Transitional taxation provisions*

#### 1 Application and interpretation

- (1) This clause and clauses 2 and 3 apply for the purposes of the Inland Revenue Acts by virtue of the reorganisation of the NZMACI by or under Part 2 of this Act.
- (2) In this Part, unless the context otherwise requires,—
- exempt income** has the meaning given in section YA 1 of the Income Tax Act 2007
- Inland Revenue Acts** has the meaning given in section 3(1) of the Tax Administration Act 1994
- taxable income** has the meaning given in section YA 1 of the Income Tax Act 2007
- taxable Māori authority distribution** has the meaning given in section HF 7 of the Income Tax Act 2007.

#### 2 Taxation in respect of transfer of assets and liabilities of NZMACI

- (1) On and from the date on which the assets and liabilities of the NZMACI vest in the Partnership by section 7(1),—
- (a) for the purposes of the Income Tax Act 2007, and subject to section HG 2 of that Act (partnerships are transparent),—
- (i) the Partnership is to be treated as if it were the same person as the NZMACI; and
- (ii) everything done by the NZMACI before that date is to be treated as having been done by the Partnership on the date on which it was done by the NZMACI; and
- (b) for the purposes of the Goods and Services Tax Act 1985,—
- (i) the Partnership is to be treated as if it were the same person as the NZMACI; and
- (ii) everything done by the NZMACI before that date is to be treated as having been done by the Partnership on the date on which it was done by the NZMACI.

- (2) Income derived or expenditure incurred by the NZMACI before the vesting of the assets and liabilities in the Partnership does not become income derived or expenditure incurred by the partners just because the assets and liabilities vest in the Partnership by section 7.
- (3) Subclause (4) applies if income of the partners—
- (a) is derived from a financial arrangement, trading stock, revenue account property, or depreciable property; and
  - (b) is exempt income of the NZMACI but is not exempt income of the partners.
- (4) The partners must be treated as having acquired the financial arrangement, trading stock, revenue account property, or depreciable property—
- (a) on the day on which the assets and liabilities vest in the Partnership; and
  - (b) for a consideration that is its market value.
- (5) The partners must identify the undistributed charitable amounts, using the following formula:

$$x - y$$

where—

- x is the total amounts derived by the NZMACI that, but for the application of sections CW 41 and CW 42 of the Income Tax Act 2007, would have been taxable income derived by that entity before the commencement of this Act
- y is the total of the amounts described in variable x that have been distributed before the commencement of this Act.
- (6) For the purposes of the Income Tax Act 2007, the undistributed charitable amounts referred to in subclause (5) are excluded from the corpus of the partners in their capacity as trustees of their respective trusts (to the extent that they are otherwise included but for this subsection).
- (7) If the partners distribute an undistributed charitable amount to a person, that amount is treated as income of the partners for the purposes of the Income Tax Act 2007, unless subclause (8) applies.
- (8) If the partners distribute an undistributed charitable amount for a charitable purpose, the distribution is exempt income of the recipient.

### 3 Effect if partner is Māori authority

- (1) If a partner is a Māori authority for the purposes of the Income Tax Act 2007, to the extent that an amount referred to in clause 2(5) is distributed in an income year, that distribution will be—
- (a) exempt income if the distribution is applied for a charitable purpose; or
  - (b) a taxable Māori authority distribution.

- (2) If this clause applies, the amount must be disregarded for the purpose of section HF 8 of the Income Tax Act 2007.

*Miscellaneous transitional provisions*

**4 Final report of NZMACI**

- (1) As soon as practicable after the vesting date, the person holding office as chairperson of the NZMACI immediately before the commencement of this Act must ensure that a final report of the NZMACI is prepared.
- (2) When the report is completed, the chairperson referred to in subclause (1) must provide the report to—
- (a) the Minister; and
  - (b) the Partnership.
- (3) The Minister must present the report to the House of Representatives as soon as reasonably practicable after receiving it.
- (4) The final report must—
- (a) describe the proceedings and operations of the NZMACI for the final period; and
  - (b) include a copy of the statement of accounts for the final period in accordance with the requirements of section 24 of the Act, as certified by the Auditor-General.
- (5) The chairperson referred to in subclause (1) is not personally liable for any act or omission by that chairperson done or made in good faith in preparing the final report of the NZMACI.
- (6) Part 4 of the Public Audit Act 2001 applies to the accounts of the NZMACI included in the final report.
- (7) The Partnership must—
- (a) make available to the chairperson referred to in subclause (1) and the Auditor-General the information that each may reasonably require to enable the final report of the NZMACI to be completed; and
  - (b) meet the costs and expenses reasonably incurred in preparing and completing the final report for the NZMACI.
- (8) In this clause, **final period** means the period beginning on 1 April 2020 and ending on the day immediately before the vesting date.

**5 Employees**

- (1) A person who is an employee of the NZMACI immediately before the vesting date becomes on that date an employee of the Partnership.
- (2) For the purposes of any enactment, law, award, determination, contract, or agreement relating to a person's employment,—

- (a) the employment is unbroken; and
  - (b) the period of service with the NZMACI is to be treated as a period of service with the Partnership.
- (3) The terms and conditions of employment with the Partnership are—
- (a) identical to the terms and conditions of the employment with the NZMACI immediately before the vesting date; and
  - (b) capable of variation in the same manner.
- (4) A person is not entitled to receive any payment or other benefit because the person has ceased to be an employee of the NZMACI under this Act and become an employee of the Partnership.
- (5) To avoid doubt, this clause does not apply to a member of the NZMACI.

#### **6 Other transitional provisions**

- (1) Anything done by the NZMACI that is in effect immediately before the vesting date is to be treated as if done by the Partnership.
- (2) The vesting of the assets and liabilities of the NZMACI by section 7 and the dissolution of the NZMACI by section 8 do not affect the validity of anything done by or in relation to the NZMACI before the vesting date.
- (3) Anything (including legal proceedings) that is in the process of being done by or in relation to the NZMACI immediately before the vesting date may be continued by or in relation to the Partnership.
- (4) References to the NZMACI in any contract, lease, notice, order, or other document, or in any proceedings, have effect as if they were references to the Partnership.

## Schedule 2

### NZMACI taonga

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#### 1 NZMACI taonga

- (1) The following are the NZMACI taonga:
  - (a) Te Pātaka:
  - (b) Te Wānanga a Hatupatu:
  - (c) Te Aronuiarua:
  - (d) the remaining assets held by the NZMACI from the original model pā set up for the New Zealand International Exhibition held in Christchurch 1906–1907 (**International Exhibition 1906**):
  - (e) small pātaka:
  - (f) waharoa (non-traditional embracing male and female figures):
  - (g) waharoa to the village:
  - (h) carved palisade posts:
  - (i) mortuary monuments.

- (2) In subclause (1),—

**Te Aronuiarua** is a carved meeting house built between 1967 and 1981 by students and graduates of the NZMACI school of carving

**Te Pātaka** is the carved storehouse built for the International Exhibition 1906 and used to safeguard the heirlooms and treasures of chiefs

**Te Wānanga a Hatupatu** is the meeting house built for the International Exhibition 1906 and used as a place of learning to enable history, stories, and whakapapa to be passed on.

#### 2 NZMACI taonga to be recorded in catalogue and details to be available for public inspection

- (1) The Partnership must keep a record and description of the NZMACI taonga, and their accession numbers, in the catalogue held by the Partnership for the purposes of recording assets and artefacts held by the Partnership.
- (2) The Partnership must, on request, make any parts of the catalogue that contain details of NZMACI taonga available for public inspection free of charge during its usual business hours.

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### Legislative history

8 November 2018	Introduction (Bill 111–1)
19 December 2018	First reading and referral to Māori Affairs Committee
23 September 2019	Reported from Māori Affairs Committee (Bill 111–2)
14 November 2019	Second reading
22 July 2020	Committee of the whole House, third reading
24 July 2020	Royal assent

This Act is administered by Te Puni Kokiri.