

TERMS OF AGREEMENT

BETWEEN THE MINISTER IN CHARGE OF TREATY OF
WAITANGI NEGOTIATIONS (on behalf of the Crown)

AND (1) TUMU TE HEUHEU,
(2) NGĀTI RANGITIHI,
(3) NGĀI TŪHOE,
(4) NGĀTI TŪWHARETOA,
(5) NGĀTI WHAKAUE, AND
(6) NGĀTI WHARE.

Purpose

1. This document sets out objectives and commitments to guide the engagement between the Crown and the CNI (Central North Island) Iwi Collective.
2. This document records the intention of the Crown and the CNI Iwi Collective to engage in good faith to reach a fair and durable settlement outcome. This document is not, however, legally binding and does not create a legal relationship.


Definitions

3. CNI Iwi means the iwi represented by the CNI Iwi Collective and other iwi who have claims to the CNI Forest.
4. CNI Iwi Collective or Collective means representatives of the following iwi: (Ngāti Rangitahi, Ngāi Tūhoe, Ngāti Tūwharetoa, Ngāti Whakaue and Ngāti Whare).
5. CNI Forest means the Crown forest land and the accumulated rentals for the Crown Forest Licences in relation to that land listed in the Schedule to this Agreement.

Objectives

6. It is agreed that the objectives will be to generate allocation proposals to:
 - 6.1 Achieve the settlement of all claims to the CNI Forest of CNI iwi represented by the Collective, based on historical breaches of the Treaty of Waitangi by the Crown.
 - 6.2 The parties acknowledge additional cultural and commercial redress, unrelated to the CNI forest, may be negotiated directly between the Crown and individual CNI iwi in a process separate from the process addressed in this document.

Principles

7. Settlement proposals will provide for:
 - 7.1 The honouring of the principles of the Treaty of Waitangi in the execution of and outcomes arising from this settlement.
 - 7.2 Explicit recognition of the entitlements under the 1989 Deed between representatives of Māori and the Crown (the Deed) and the resulting Crown Forest Assets Act 1989 (the CFAA).
 - 7.3 Recognition of the nature and extent of historical breaches of the Treaty of Waitangi by the Crown.
 - 7.4 A fair allocation of CNI forests land and assets amongst CNI iwi which takes account of their customary associations with the land and historical breaches referred to in 6.1 above in accordance with established statutory frameworks and agreements, including the CFAA and the Deed and provides for appropriate resolution provisions for dealing with overlapping claims between iwi comprising the CNI Iwi Collective.
 - 7.5 Maximising long term, sustainable economic development (return) to CNI iwi through appropriate asset and portfolio selection, including
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investment in effective and efficient management of the CNI forests and related assets, including the road network arrangements.

- 7.6 The preservation of the value of the Affiliate Te Arawa settlement and other settlements of CNI iwi currently on the table, including Ngāti Manawa and Ngāti Whare.

Acknowledgement

8. The CNI Iwi Collective acknowledge, and enter into this Agreement based on-
- 8.1 Advice from the Crown that the draft bill to enact the Affiliate Te Arawa Settlement will be amended to provide that there is no confirmed beneficiary of the accumulated rentals associated with the deferred licensed land.
- 8.2 The legislation to enact the Affiliate Te Arawa Settlement will be deferred until the CNI negotiations have been concluded and, if appropriate, the draft Bill is amended to include the outcome of the CNI negotiations.
- 8.3 The Settlement process under this Agreement may allow for the inclusion of Ngāti Manawa, Ngāti Mākino and Ngāti Raukawa (being CNI iwi not currently represented by the CNI Iwi Collective) who during the Settlement process may wish to become part of the CNI Iwi Collective.

Framework/Timeframe

9. The Settlement process will be guided by the Collectives key milestones developed at the CNI iwi Hui held 15 September 2007, Pūkawa Marae and Taupō, 25 September 2007. These are as follows:
- 9.1 To present a direction for progressing CNI Forestry settlements.
- 9.2 To confirm the support of CNI iwi to join an initiative for direct discussion with the Crown to seek agreement on an enduring basis for

the settlement of iwi interests in the CNI Crown forest licensed lands and associated forests.

- 9.3 That CNI iwi work toward the establishment of an interim holding entity and terms of reference to safeguard the interests of CNI iwi with proven CFL interests.
- 9.4 That CNI iwi agree on an allocation model to resolve overlapping or shared interests in the CNI CFL lands and assets.
10. The parties intend that final proposals for treatment of the CNI forest be submitted to the Crown by the CNI Iwi Collective for Crown consideration by 31 March 2008. These proposals will take the form of draft legislation.
11. The parties will, at the outset of discussion, agree milestones against which progress toward the 31 March 2008 goal can be measured and will provide for the Crown to give formal feedback to the Collective, at agreed times, on the acceptability to the Crown of the proposals developed by the Collective. The Crown will provide advice and support to the Collective on the preparation of the draft legislation incorporating the proposals.
12. In order to act consistently with the principle in 7.6, the Collective will consult, as appropriate, with Te Pūmautanga and any iwi with interest of the kind referred to in principle 7.6. For its part, the Crown will keep the Collective advised of iwi interests relevant to principle 7.6 above.
13. The CNI Iwi Collective will submit with the proposals, referred to at clause 10 above, material which demonstrates the level of support amongst CNI iwi represented through the Collective for the proposals.
14. The Crown will consider the proposals and the levels of support for them amongst CNI iwi represented through the Collective and decide, following consultation with the Collective, whether to introduce legislation reflecting the proposals.



CNI iwi representatives

15. The CNI Iwi Collective confirms to the Crown that they have sufficient support from the individual iwi which the Collective represents to engage in the process outlined in this document.


Communication

16. The CNI Iwi Collective has appointed George Asher (lead representative), Matt Te Pou, and Graham Pryor to be their representatives and contact points with the Crown.
17. The Crown has appointed Wira Gardiner to be their representative and contact point with the Collective.
18. There will be regular contact between the Crown and CNI Iwi Collective representatives and a fortnightly report from the Collective representatives to the Crown representative as to progress in the development of settlement proposals with the Crown representative providing a written response to the Collective representatives on each fortnightly report.

Funding

19. The Crown agrees to support applications made by the Collective to the Crown Forestry Rental Trust for funding while discussions are constructive and agreed milestones are met. The Crown will provide funding to the Collective, in accordance with the Collective's budget for the process in preparing the proposals, in the event the Crown Forestry Rental Trust declines, or delays that decision, on the Collective's application for funding.

Waive other avenues of redress

20. The parties agree that during this process, neither party will pursue or initiate before any Court or Tribunal any proceedings for redress covering all or part of the same subject matter as this process.
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Procedural matters

21. It is agreed that:

- 21.1 Discussions will be on a without prejudice basis and will be conducted in good faith and in the spirit of co-operation;
- 21.2 While the fact of the discussions is publicly known, the discussions will be conducted in private and remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982, provided however that the Collective will have the right to disclose details of the discussions to the iwi who make up the CNI Iwi Collective to discharge its obligations under Clause 13 of this Agreement and to honour the responsibilities placed on the Collective to represent iwi making up the CNI Iwi Collective under this Agreement;
- 21.3 Both parties reserve the right to withdraw from the process if it becomes untenable. Either party may terminate this Agreement by giving one week's notice to the other party;
- 21.4 Media statements concerning the process will be made only when mutually agreed by the parties to this agreement.

SIGNED this 21st day of February 2008, by the parties to this Agreement.

For and on behalf of the Crown



Hon Dr Michael Cullen
Minister in Charge of Treaty of Waitangi
Negotiations



Hon Parekura Horomia
Minister of Māori Affairs

Te Ariki Dr Tumu Te Heuheu

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**Ngāti Rangitahi
For Ngāti Rangitahi**

[Handwritten signature] (H. P. ...)
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**Ngāi Tūhoe
For Ngāi Tūhoe**

Robert Maruwi Te Kōtaringi Pōwhiri
.....

**Ngāti Tūwharetoa
For Ngāti Tūwharetoa**

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**Ngāti Whakaue
For Ngāti Whakaue**

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**Ngāti Whare
For Ngāti Whare**

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SCHEDULE OF CNI FORESTS

Kaingaroa Northern Boundary
Kaingaroa tōtara
Kaingaroa Headquarters
Kaingaroa Reporoa
Kaingaroa Caves
Kaingaroa Wairapukao
Kaingaroa Flaxy Creek
Kaingaroa Waimaroke
Kaingaroa Mātea
Kaingaroa Pukuriri
Kaingaroa Whirinaki
Whakarewarewa Highlands
Whakarewarewa Waimangu
Whakarewarewa Whaka
Waimihia North
Waimihia South
Horohoro
Marotiri
Crater
Whakarewarewa Tokorangi
Pureora South
Waituhi
Taurewa