

# **Ngāpuhi** Negotiation Protocol Deed

---

**The Mandated Ngāpuhi Authority**

The Hokianga Rohe Negotiation Body

Te Pēwhairangi/Takutai Moana Rohe Negotiation Body

The Whangaroa Rohe Negotiation Body

The Kaikohe-Te **Waimate Taiāmai Rohe Negotiation Body**

The Whangārei Rohe Negotiation Body

**The Mangakāhia Rohe Negotiation Body**

TABLE OF CONTENTS

PARTIES .....	1
BACKGROUND .....	1
OPERATIVE PART.....	1
1    DEFINITIONS AND INTERPRETATION.....	1
2    CULTURAL REDRESS NEGOTIATIONS.....	2
3    COMMERCIAL REDRESS NEGOTIATIONS .....	3
4    COMMERCIAL REDRESS – AGREEMENT IN PRINCIPLE.....	3
5    COMMERCIAL REDRESS ALLOCATION.....	3
6    POST SETTLEMENT GOVERNANCE, AND RATIFICATION .....	4
7    DISPUTES PROCEDURE.....	4
8    ALTERATION OF TERMS OF DEED.....	5
9    NOTICE.....	5
10   EXECUTION.....	5
EXECUTION .....	6

**Ngāpuhi** Negotiation Protocol Deed made on

PARTIES

The trustees of The Mandated **Ngāpuhi Authority** (*MaNA*)

The Hokianga Rohe Negotiation Body  
Te Pēwhairangi/Takutai Moana Rohe Negotiation Body  
The Whangaroa Rohe Negotiation Body  
The Kaikohe-Te **Waimate Taiāmai Rohe Negotiation Body**  
The Whangārei Rohe Negotiation Body  
**The Mangakāhia Rohe Negotiation Body**  
(each, a *RNB*)

BACKGROUND

- A The wairua of this document is based on shared whakapapa, whanaungatanga and kotahitanga. This should be borne in mind by all parties at all times.
- B The purpose of this **Ngāpuhi** Negotiation Protocol Deed is to set out the relationship and expectations of the MaNA and each RNB, and between the RNBs, as **Ngāpuhi**, in the direct negotiations process.
- C This Deed is to ensure that the MaNA and RNBs will act faithfully with each other on the clear understanding that this relationship is critical to a successful and united Ngāpuhi settlement which respects the rohe and hapū of Ngāpuhi **and hapū** rangatiratanga.

OPERATIVE PART

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

*Active RNB* means a RNB that, under its Rohe Negotiation Body Rules, is fully carrying out its operations and that maintains 65% of its **rohe hapū** Members.

*Agreement in Principle or AIP* means an agreement in principle with the Crown.

*PSGE* means a post-settlement governance entity.

*rohe hapū* means each of:

- (a) Hokianga;
- (b) Te Pēwhairangi/Takutai Moana;
- (c) Whangaroa;
- (d) Kaikohe-Te Waimate **Taiāmai**;
- (e) Whangārei; and
- (f) Mangakāhia.

*Rohe Negotiation Body* or *RNB* means each of:

- (a) the Hokianga Rohe Negotiation Body;
- (b) Te Pēwhairangi/Takutai Moana Rohe Negotiation Body;
- (c) the Whangaroa Rohe Negotiation Body;
- (d) the Kaikohe-Te **Waimate Taiāmai Rohe Negotiation Body**;
- (e) the Whangārei Rohe Negotiation Body; and
- (a) the **Mangakāhia Rohe Negotiation Body**.

*Rohe Negotiation Body Rules* means the rules validly adopted and applicable to a rohe hapū region.

*Terms of Negotiation* or *TON* means terms of negotiation agreed with the Crown.

*Tikanga ā Hapū* means the rules and protocols of **the hapū of Ngāpuhi**.

## 1.2 Interpretation

In this deed:

- (a) unless the context otherwise requires:
  - (i) words importing the singular include the plural and vice versa;
  - (ii) words importing one gender include the other genders;
  - (iii) words denoting natural persons include companies;
  - (iv) references to a statute shall be deemed to be references to that statute as from time to time amended or re-enacted or substituted; and
- (b) headings have been inserted for guidance only and shall not be deemed to form part of the content of this deed.

## 1.3 Terms of Negotiation

Each RNB and the MaNA are or will be parties to terms of negotiation with the Crown. There will be seven TON. Each TON sets out the relationship and expectations of the relevant party with the Crown in the direct negotiations process.

## 2 CULTURAL REDRESS NEGOTIATIONS

### 2.1 Responsibility of each RNB

The RNBs have authority and responsibility for direct negotiations with the Crown in respect of historical and cultural redress for their respective regions.

### 2.2 Discussions between RNBs

The RNBs will meet with each other as often as is required to discuss progress with their own negotiations and to discuss and resolve any overlapping or shared interest issues including shared hapū.

### 2.3 Alternative method of negotiation

If one or more RNBs consider that any item of historical or cultural redress is better negotiated collectively by the RNBs (or the MaNA), that will be discussed between the RNBs and advanced collectively as they see fit.

## 3 COMMERCIAL REDRESS NEGOTIATIONS

### 3.1 MaNA responsibility

MaNA has authority and responsibility for direct negotiations with the Crown in respect of commercial redress (including its quantum) on behalf of all **Ngāpuhi**.

### 3.2 Communications from RNBs

The RNBs will meet with MaNA before formal negotiations with the Crown commence and from time to time thereafter to explain and discuss their commercial redress aspirations. Each RNB will nominate one or more of their negotiators appointed under their own Rohe Negotiation Body Rules to engage with the MaNA negotiators. MaNA will take the views of the RNBs into account when they negotiate with the Crown over commercial redress.

### 3.3 Responsibility to RNBs

The MaNA trustees are to serve their hapū and RNBs and they must meet, take responsibility for informing and take direction of their hapū of their RNB and in particular the mana whenua for shared interest, prior to any meeting of the MaNA to decide issues that may impact on the hapū of that RNB.

### 3.4 Monthly meetings

MaNA and the RNBs will meet each month to discuss progress on the commercial redress negotiations.

## 4 COMMERCIAL REDRESS – AGREEMENT IN PRINCIPLE

The parties agree that an Agreement in Principle (AIP) with the Crown on commercial redress cannot be signed unless a minimum of 4 RNBs agree in writing to the terms of the commercial redress package.

## 5 COMMERCIAL REDRESS ALLOCATION

### 5.1 Initial discussions

Once an AIP is signed, the RNBs will meet to discuss processes for sharing or allocating the commercial redress to rohe hapū PSGEs. This will then be given effect to in the Ngāpuhi Deed of Settlement. This discussion will include a wider discussion with kuia and kaumātua of RNBs of appropriate Tikanga ā Hapū that can be considered.

## 5.2 Written agreement of all RNBs

Agreement to commercial redress allocation will require the written agreement of all RNBs.

## 5.3 Failure to reach agreement

If agreement on commercial allocation, or on a mechanism to achieve allocation, is not reached by the RNBs on all or some of the commercial redress within 12 months of the AIP date, then that part of the commercial redress for which allocation has not been agreed will vest in a central PSGE for all **Ngāpuhi** subject to any agreed allocation process to be worked through as noted in clause 5.1.

## 5.4 Subsequent central PSGE process

If any commercial redress is vested in a central PSGE as a consequence of clause 5.3 the parties agree that the central PSGE rules must provide that, immediately after the settlement date for the **comprehensive Ngāpuhi settlement, a further commercial redress allocation process** will be undertaken by that PSGE.

# 6 POST SETTLEMENT GOVERNANCE, AND RATIFICATION

## 6.1 Regional and central PSGEs

The parties agree that:

- (a) **each rohe hapū region is able to establish its own** PSGE to receive cultural redress and allocated commercial redress;
- (b) a central PSGE is able to be established to receive any redress that the RNBs agree is to vest in the central PSGE; and
- (c) the design of the central PSGE is to be approved by a minimum of 4 RNBs after input from the negotiators for the RNBs appointed under the respective Rohe Negotiation Body Rules.

## 6.2 Form and ratification

All PSGEs must satisfy the Crown's minimum PSGE and ratification requirements.

# 7 DISPUTES PROCEDURE

## 7.1 Resolution of disputes: initially

The parties will act in good faith and take all reasonable steps to resolve any dispute that may arise in connection with the application of this deed.

## 7.2 Resolution of disputes: Subsequent process

If disputes cannot be resolved:

- (a) the parties may, if appropriate, convene one or more hui to resolve the dispute;
- (b) the parties will also determine whether the dispute requires further action, including further consideration of Tikanga **ā Hapū** to assist in resolution;

- (c) if still unresolved, the dispute will be referred to an independent mediator appointed by the parties or, failing agreement on a mediator, appointed by parties to the dispute.

8 ALTERATION OF TERMS OF DEED

The parties may through unanimous agreement revoke, vary, or add to any of the provisions of this deed.

9 NOTICE

Any notice to be given to a party to this deed may be given in writing by:

- (a) delivering or posting a copy to the registered address provided by the party; or
- (b) delivering a copy, including by way of facsimile or email, to the **party's known** representative.

10 EXECUTION

10.1 Counterparts

This deed may be executed in any number of counterparts each of which, when taken together, will constitute one and the same instrument. A party may enter into this deed by executing any counterpart and counterparts may be exchanged electronically.

10.2 Active RNBs only

A RNB can only enter into this deed if it is an Active RNB.

10.3 Initial application

This deed will take effect once MaNA and all 6 RNBs have executed it.

EXECUTION

Signed by the Mandated **Ngāpuhi Authority**  
by:

.....  
Trustee

.....  
Trustee

.....  
Full name (please print)

.....  
Full name (please print)

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)



Signed by the Hokianga Rohe Negotiation Body by:

.....  
Member/Trustee

.....  
Member/Trustee

.....  
Full name (please print)

.....  
Full name (please print)

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

Signed by Te Pēwhairangi/Takutai Moana Rohe Negotiation Body by:

.....  
Member/Trustee

.....  
Member/Trustee

.....  
Full name (please print)

.....  
Full name (please print)

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

Signed by the Whangaroa Rohe Negotiation Body by:

.....  
Member/Trustee

.....  
Member/Trustee

.....  
Full name (please print)

.....  
Full name (please print)

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

Signed by the Kaikohe-Te **Waimate Taiāmai** Rohe Negotiation Body by:

.....  
Member/Trustee

.....  
Member/Trustee

.....  
Full name (please print)

.....  
Full name (please print)

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

Signed by the Whangārei Rohe Negotiation Body by:

.....  
Member/Trustee

.....  
Member/Trustee

.....  
Full name (please print)

.....  
Full name (please print)

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

Signed by **the Mangakāhia Rohe** Negotiation Body by:

.....  
Member/Trustee

.....  
Member/Trustee

.....  
Full name (please print)

.....  
Full name (please print)

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)