



Ngā Hapū o Ngāruahine Iwi Inc
and
The Crown

Terms of Negotiation
1 October 2010



Table of Contents

| | Page |
|--|------|
| 1. Parties to these Terms of Negotiation | 3 |
| 2. Background | 3 |
| 3. Ngā Hapū o Ngāruahine Iwi Inc | 4 |
| 4. Purpose of the Terms | 4 |
| 5. Guiding Principles | 5 |
| 6. Objectives of the Negotiations | 5 |
| 7. Confidentiality | 6 |
| 8. Procedural Matters | 7 |
| 9. Subject Matter for Negotiation | 7 |
| 10. Mandate to Negotiate | 8 |
| 11. Mandate Maintenance | 8 |
| 12. Process of Negotiation | 8 |
| 13. What the Settlement Will Enable | 9 |
| 14. Overlapping Claims | 10 |
| 15. Governance Entity | 10 |
| 16. Claimant Funding | 10 |
| 17. Waiver of Other Avenues of Redress | 11 |
| 18. Communication | 11 |
| 19. Not Bound Until Deed of Settlement | 11 |
| 20. Amendments | 11 |
| Appendices | |
| 1. Deed of Mandate | xx |

TERMS OF NEGOTIATION BETWEEN NGĀ HAPŪ O NGĀRUAHINE IWI INC and THE CROWN

1 The Parties to these Terms of Negotiation

1.1 The Parties to this document, known as the Terms of Negotiation ("Terms"), are:

- a. Ngā Hapū o Ngāruahine Iwi Inc (Ngā Hapū)
- b. The Crown

2 Background

2.1 Ngāruahine Submission to the Waitangi Tribunal

- a. Ngāruahine Iwi has longstanding historical Treaty of Waitangi claims against the Crown. These claims have over many years been expressed through petitions and protests made by a number of claimants, including Ngāruahine. These petitions and protests contributed to the establishment in the nineteenth and twentieth century's, of various commissions of inquiry into lands confiscated from Taranaki Māori, including from the Ngāruahine community.
- b. The Waitangi Tribunal between 1990 and 1995 investigated 21 claims concerning Taranaki made to the Waitangi Tribunal under section 6 of the Treaty of Waitangi Act. Known as the 'Taranaki Claims', they also included claims submitted by various Hapū and individuals of Ngāruahine.

2.2 The interim Taranaki Report on the Waitangi Tribunal

The Waitangi Tribunal issued its findings in June 1996 in an interim report called the Taranaki Report Kaupapa Tuatahi (the Interim Taranaki Report). The Tribunal expressed some preliminary views concerning the Taranaki Claims including that:

- a. They could be the largest in the country. There may be no others where as many Treaty breaches had equivalent force and effect over a comparable time (section 1.1).
- b. We see the claims as standing on two major foundations, land deprivation and disempowerment, with the latter being the main. By 'disempowerment', we mean the denigration and destruction of Māori autonomy or self-government (section 1.4).
- c. Generous reparation policies are needed to remove the prejudice to Māori, to restore the honour of the Government, to ensure cultural survival, and to re-establish effective interaction between the Treaty partners (section 12.2).
- d. This report has introduced the historical claims of the Ngāruahine hapū. It has shown the need for a settlement (section 12.3.1).

It is important to note here that the interim Taranaki Report focused mainly on the northern tribes of Taranaki. A second report has never eventuated. The opportunity to fully document Ngāruahine korero and history has therefore never been properly addressed or explored.

3 Ngā Hapū o Ngāruahine Iwi Inc

- a. Ngā Hapū is the Mandated Iwi Organisation (MIO) as set out in the Fisheries Act 1996 for Ngāruahine Iwi. Established in March 2007, the interim Board retired in March 2008 and were replaced by the first duly elected Board members.
- b. Of the Iwi members who were registered with Ngā Hapū and eligible to vote in a postal ballot, 99% approved of the entity and ratified Ngā Hapū to be the MIO under the Māori Fisheries Act.
- c. Ngā Hapū in accordance with the Māori Fisheries Act 2004 established an asset holding company Ngāruahine Fisheries Limited (7 December 2007), to receive, hold and manage the fisheries assets allocated by Te Ohu Kaimoana.
- d. The Ngā Hapū Constitution provides for up to 12 Trustees and the current trustees are:

| Trustees | Hapū |
|---|---------------------------|
| Pue Barry Whakaruru Daisy Noble | Kanihi-Umutahi (me etahi) |
| John Nyman John Hooker | Okahu-Inuawai |
| Peter Moeahu Wendy Eynon | Ngāti Manuhiakai |
| Bonita Bigham Allie Hemara-Wahanui | Ngāti Tu |
| Te Rau Oriwa Davis Christine Ngawai Henare | Ngāti Haua |
| Charmaine Puhi Nuku | Ngāti Tamaahuroa-Titahi |

- e. Following a comprehensive mandating process Ngā Hapū received the mandate from Ngā uri o Ngāruahine to negotiate a proposed settlement package and proposed post settlement governance entity for ratification by ngā uri o Ngāruahine.
- f. That mandate was recognised by the Crown on 24 August 2010. It is the intention of Ngā Hapū to negotiate a settlement with the Crown that will settle all Ngāruahine Iwi Historical Claims.

4. Purpose of the Terms

These Terms:

- a. Apply to the negotiations to settle the historical claims of Ngā Ruahine Iwi as defined in Appendix 1;
- b. Set out the objectives, scope, and general procedures for the negotiations;
- c. Record the intention of the parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and in a without prejudice manner; and

- d. Are not legally binding and do not create a legal relationship. However, the Parties acknowledge that each expects the other to comply with the terms set out in this document during the negotiations.

5. Guiding Principles

5.1 Ngā Hapū agrees to uphold the following principles as committed to in our Iwi Strategic Plan when conducting settlement negotiations with the Crown:

a. Ngākaunui (Sound judgment)

We will ensure our decisions and stances on issues are underpinned by timeliness, robust research of relevant facts and that the context is also considered. Ngāruahine will make quality and prudent decisions and judgements.

b. Māhakitanga (Respect and Humility)

We will act and carry out our business with an air of quiet confidence and humility. We will respect all people and their views and will allow people an opportunity to air them even if they are inconsistent with our own. We may from time to time disagree with people however we will always respect their viewpoint.

c. Manaakitanga (Sharing and caring)

We will practise manaakitangā unconditionally in all areas of our business and interpersonal dealings.

d. Mahi ka tika (Transparency)

We will ensure our business practises and major decisions are based on transparent processes and where it is not commercially sensitive to do so, we will commit to open public disclosure through our reporting and communications processes.

e. Mahi Pono (Trustworthiness)

We will build our members confidence in us by ensuring we maintain our fundamental values and make sure the people are informed and empowered as whānau and hapū. We will be deserving of the trust of the people of Ngāruahine

f. Hari me te koa (Fun and Celebration)

We will celebrate and acknowledge high individual and team performance and achievement amongst our people. Working with and for Ngāruahine will be a fun and enjoyable experience.

6. Objectives of the Negotiations

6.1 These Terms record the intention of Ngā Hapū to settle the historical claims of Ngāruahine Iwi by way of direct negotiations with the Crown.

6.2 The Terms, as agreed, will support the development of a settlement which is intended to settle the historical claims of Ngāruahine Iwi in a comprehensive, durable and fair manner.



- 6.3 To that end, the objectives of Ngā Hapū in entering into these negotiations are captured in the following:
- a. Tell the stories of our tūpuna, and by doing so we honour them;
 - b. Strengthen the whanaungatanga relationship between hapū to become a strong and united Iwi;
 - c. Create an economic base to drive our strategic plan forward for our future generations;
 - d. Negotiate a settlement for Ngāruahine that is fair and equitable;
 - e. Negotiate a settlement for Ngāruahine that provides a basis for the Crown to maintain its Treaty obligations to Ngāruahine long after this claim is settled;
 - f. Enable Ngāruahine to participate in society in a more equitable way than in the past.
- 6.4 In addition the Parties agree the Terms will support the negotiation of a settlement that is intended to:
- a. Assist Ngāruahine Iwi to build future prosperity;
 - b. Assist the Crown in its ongoing endeavours to restore and maintain its honour with Ngāruahine Iwi;
 - c. Actively enhance the ongoing relationship of Ngāruahine Iwi with the Crown in terms of Te Tiriti o Waitangi and otherwise;
 - d. Recognise and address the unjust nature, manner and extent of the Crown's breaches of its obligations under the Te Tiriti o Waitangi to Ngāruahine Iwi and acknowledge the effect that those breaches have had on the economic, social, cultural and political wellbeing of Ngāruahine Iwi.
- 6.5 The settlement will not do the following:
- a. Diminish or in any way adversely affect the rights that Ngāruahine have arising from Te Tiriti o Waitangi and its principles, except to the extent that the historical claims of Ngāruahine arising from those rights are settled or;
 - b. Extinguish any aboriginal or customary rights of Ngāruahine.

7. Confidentiality

7.1 The Parties agree that:

- a. Negotiations will be conducted in private and will remain confidential except when:
 - i. Ngā Hapū is required to release general information to keep Ngāruahine Iwi informed on the process and progress of negotiations; or
 - ii. The Crown is required to release information under the Official Information Act 1982; or
 - iii. Otherwise agreed (such as when consultation with third parties is necessary).
- b. Mutual consent is required (but is not to be unreasonable withheld) to allow observers to attend negotiation meetings;

- c. Media statements and public comments concerning the negotiations will only be made when mutually agreed by both Parties; and
- d. To avoid doubt, the negotiations will remain without prejudice as between Parties and will be conducted in good faith and a spirit of cooperation.

8. Procedural Matters

8.1 The Parties agree that:

- a. Negotiations will be on a without prejudice basis;
- b. If any party believes that an issue or issues have arisen which place the negotiations at risk of becoming untenable; that party shall provide the other party with ten (10) working days notice of the nature of the issue/s and use their best endeavours to resolve that issue or issues. If, following this process, the negotiations are deemed untenable by either party, one or both Parties may withdraw from the negotiations;
- c. If the Office of Treaty Settlements becomes aware of any changes in the legal control, or ownership of, or granting of long-term interest in, land or any other Crown asset in which Ngāruahine Iwi claims an interest, the Office of Treaty Settlements will inform Ngāruahine Iwi of the proposal;
- d. Early in the negotiation process both Parties will discuss Ngāruahine Iwi redress interests and the Crown's policies in respect of those interests. Based on these discussions, the Office of Treaty Settlements will also provide information (which could include reports, plans, maps, documents, titles, gazette notices etc) on relevant Crown assets potentially available for redress, including possible transfer, in a settlement;
- e. The location of meetings will be suitable and convenient to both Parties and following each negotiation meeting, the Crown will draft a record of negotiation, which will be agreed to by both Parties;
- f. The Crown and Ngāruahine Iwi recognise the importance of using Te Reo Māori in the negotiations where appropriate. Ngāruahine Iwi will provide the Crown with adequate notice when a translator is required in the negotiations; and
- g. Expert research and advice may, where considered relevant to the achievement of the objectives outlined at clause 6.3, be commissioned to assist the negotiations.

9. Subject Matter for Negotiation

9.1 The subject matter for negotiation will be the historical claims of Ngāruahine.

9.2 The Parties will agree upon the detailed issues to be negotiated. Any party may raise for discussion issues in addition to those agreed upon.



- 9.3 The list of issues to be discussed will include the following categories of redress:
- a. The Crown's apology and acknowledgements;
 - b. Cultural redress; and
 - c. Financial and commercial redress.
- 9.4 The Parties will explore ways in which to facilitate the relationship between Ngāruahine and local and territorial authorities in the Taranaki region.
- 9.5 In addition to the matters referred to in 8.3, the Crown and Ngāruahine Iwi will explore the use of innovative and appropriate settlement mechanisms intended to reflect and provide for Ngāruahine Iwi interests.

10. Mandate to Negotiate

- 10.1 The Crown acknowledges that on 24 August 2010 the Ministry for Treaty of Waitangi Negotiations and Minister of Māori Affairs approved the deed of mandate for Ngā Hapū o Ngāruahine Inc.

11. Mandate Maintenance

- 11.1 If Ngā Hapū becomes aware of an issue that may impact on the purpose, scope and/or meaning of its mandate that issue shall be brought to the attention of the Crown. The Crown shall also, upon becoming aware of any such issues, bring that issue to the attention of Ngā Hapū.
- 11.2 In the event that such issue(s) are raised by Ngā Hapū or the Crown, the Parties shall agree to a process for dealing with that or those issues.
- 11.3 Ngā Hapū agrees to undertake regular consultation with ngā uri o Ngāruahine throughout the negotiation process.
- 11.4 Ngā Hapū agrees to report at three monthly intervals, or as appropriate, to the Crown on the steps taken to consult with, or inform ngā uri o Ngāruahine on the progress of the negotiations, including any mandate issues that arise.
- 11.5 The Crown agrees to advise Ngā Hapū about any correspondence it receives about their mandate to undertake negotiations.

12. Process of Negotiation

- 12.1 The Parties agree that the general process of negotiations will include, but not necessarily be limited to:
- a. Agreement in Principle
the signing of an Agreement in Principle that will outline the scope and nature, in principle, of the settlement redress that will be recorded in the Deed of Settlement;



- b. Initialled Deed of Settlement
the initialling of a Deed of Settlement by the Parties. The Deed of Settlement will set out the terms and conditions of the settlement of the historical claim for Ngāruahine;
- c. Governance Entity
The approval by the Crown, of a governance entity to represent Ngāruahine, and to receive and manage the settlement redress.
- d. Ratification
the presentation by Ngā Hapū of the initialed Deed of Settlement and proposed governance entity to Ngāruahine Iwi for ratification in a manner to be agreed by the Parties;
- e. Deed of Settlement Signed if Ratified
The signing of the Deed of Settlement by the mandated signatories on behalf of Ngāruahine and by a representative/s of the Crown. The signing will only occur if Ngāruahine ratify the Deed of Settlement;
- f. Governance Entity Established
The establishment of the approved governance entity. This will only occur if Ngāruahine ratify the governance entity to represent Ngāruahine, and receive and manage the settlement redress; and
- g. Settlement Legislation
The passage of settlement legislation. The settlement of the historical claims of Ngāruahine will come into effect once the settlement legislation receives the Royal Assent.

13. What the Settlement Will Enable

- 13.1 The Parties agree that the settlement of all historical claims of Ngāruahine will enable the:
- a. facilitation of a relationship between Ngāruahine Iwi and the Crown;
 - b. renewal of the political relationship between the Crown and Ngāruahine Iwi;
 - c. final settlement of all historical claims of Ngāruahine, and the release and discharge of all the Crown's obligations and liabilities in respect of those claims;
 - d. discontinuance of the Office of Treaty Settlements land bank arrangement for the protection of potential settlement properties for the benefit of Ngāruahine Iwi;
 - e. removal for the benefit of Ngāruahine Iwi, of any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forests Assets Act 1989 and the Education Act 1991;
 - f. removal of the jurisdiction of the Courts, the Waitangi tribunal and any other judicial body or tribunal in respect of the historical claims of Ngāruahine, their Deed of Settlement, the redress provided and the settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation); and

- g. discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to the Ngāruahine Iwi historical claims.

14. Overlapping Claims

- 14.1 The Parties agree that overlapping claim issues will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded.
- 14.2 At an early stage of the process the Crown and Ngā Hapū will develop and agree an engagement strategy regarding overlapping claims to ensure that the interest of all relevant Parties are protected and provided for.

15. Governance Entity

- 15.1 The Parties agree that before settlement legislation can be introduced, and appropriate legal entity will need to be in place for Ngāruahine Iwi that:
 - a. has been ratified by ngā uri o Ngāruahine;
 - b. is in a form that the Parties agree adequately represents Ngāruahine Iwi;
 - c. has transparent decision making processes; and
 - d. is accountable to ngā uri o Ngāruahine.

16. Claimant Funding

- 16.1 The Crown and Ngā Hapū acknowledge that the Crown will make a contribution to the negotiation costs of Ngā Hapū.
- 16.2 The Crown and Ngā Hapū will, at an early stage of the negotiations, agree to sub-milestones that will serve to track the progress of negotiations and provide a guide for the regular release of installments of claimant funding.
- 16.3 Ngā Hapū agrees to adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, before each installment of claimant funding is approved, Ngā Hapū will provide the Crown with invoices that demonstrates the previous installment of claimant funding was applied to negotiation expenses.
- 16.4 Ngā Hapū will also provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, certifying that the funding has been spent on the negotiations.
- 16.5 All claimant funding shall be exclusive of GST.



17. Waiver of Other Avenues of Redress

- 17.1 The Crown acknowledges that Ngā Hapū may choose to initiate or pursue, before any court or tribunal, any proceedings for redress covering or part of the same subject matter as the negotiations.
- 17.2 Ngā Hapū agrees that it will provide the Crown with ten (10) business days notice before initiating or pursuing any such proceedings.
- 17.3 Proceedings will be deemed to have been initiated or pursued as soon as Ngā Hapū appears before a court or tribunal in the proceeding in question.
- 17.4 The Crown will withdraw from negotiations once proceedings have been initiated or pursued. The Crown may, however, withdraw from negotiations at any point subsequent to receiving notice from Ngā Hapū of its intention to initiate proceedings, should the Crown consider that continuing negotiations is untenable.

18. Communication

- 18.1 The Parties will ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep ngā uri o Ngāruahine informed, but also the need for confidentiality regarding third Parties.

19. Not Bound until Deed of Settlement

- 19.1 The Parties will take all reasonable efforts to achieve a settlement but acknowledge that this agreement does not bind any Party to reach a settlement.
- 19.2 Any agreement reached within negotiation discussions in the progress toward settlement is confidential, without prejudice and will not be legally binding until embodied in a signed Deed of Settlement and Settlement Legislation.

20. Amendments

- 20.1 The Parties acknowledge that it may be necessary to amend these Terms of Negotiation from time to time and agree that all amendments must be approved by both Parties and recorded in writing.



SIGNED THIS 1ST DAY OF OCTOBER 2010


FOR AND ON BEHALF OF NGĀ HAPŪ O NGĀRUAHINE



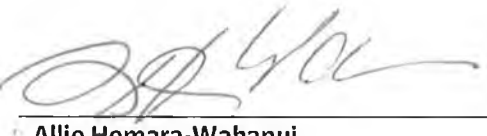
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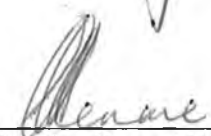
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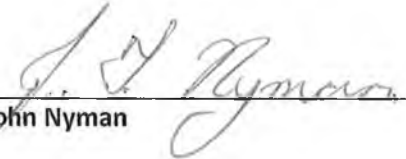
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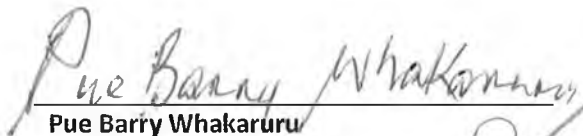
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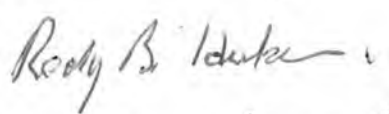
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John Nyman



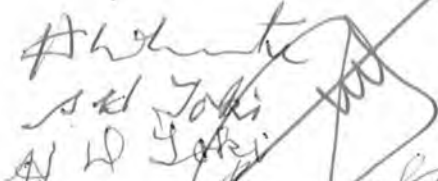
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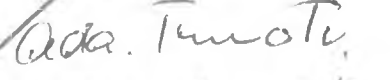
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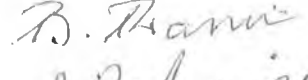
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A. H. Jaki



Ada. Tuoto



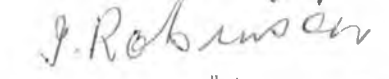
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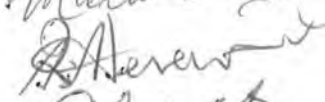
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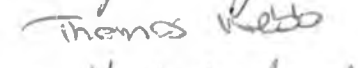
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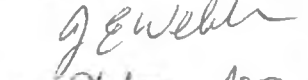
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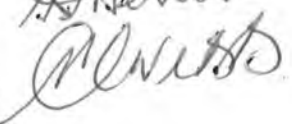
Aherew



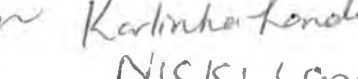
Thomas Webb



Jewel



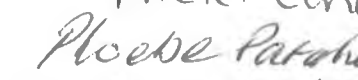
M. Webb



Karinka Lander



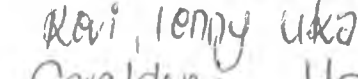
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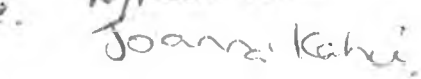
Nicki Lander



Lynette Noble



Kavi, Lenny Uka



Joana Kabu



Geraldine Hauraro...

FOR AND ON BEHALF OF THE CROWN

Christopher Finlayson

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Chester Borrows

Chester Borrows
Member of Parliament for Whanganui

[Signature]

Witness



Signature of Ngāruahine Witnesses who support these Terms of Negotiation:

Louisa yfear Rubee

Kerron Nganava Lake

Louise Simpson

K. MURRAY.

Piki Teoma Egan
Mahia Black

[Signature]

Rehua Brooke-Williams Egan

Carol Kabeu

[Signature]

[Signature]

Greg Sevenson

[Signature]

[Signature]

Laura Laine Aitken Egan

Hemi te Rangipoutini Haddon

Reverie Belle Sney

[Signature]

[Signature] Jeram Orms Davis
Georgina Wharepapa

Te Oti

Mitchell Pera

Wiktoria Keenan

Maria Kingi

[Signature]



Blair