

**TE RŪNANGA O NGĀTI APA
SOCIETY INCORPORATED**

and

THE CROWN

TERMS OF NEGOTIATION

27 July 2005

TERMS OF NEGOTIATION BETWEEN TE RŪNANGA O NGĀTI APA SOCIETY INCORPORATED AND THE CROWN

1. Parties to these Terms of Negotiation

- 1.1 The parties to this document, known as the Terms of Negotiation, are the Crown, as defined in clause 7.1, and Te Rūnanga o Ngāti Apa Society Incorporated (Te Rūnanga), on behalf of Ngāti Apa, as defined in clause 5.1.

2. Purpose of these Terms of Negotiation

- 2.1 These Terms of Negotiation:

- 2.1.1 set out the scope, objectives, general procedures and “ground rules” for the formal discussions the parties will conduct in order to settle the Ngāti Apa Historical Claims (as defined in clause 6.1);
- 2.1.2 record the intentions of the parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice; and
- 2.1.3 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 negotiations.

3. Guiding Principles

- 3.1 The parties agree to the following guiding principles for the negotiation of Ngāti Apa Historical Claims:

- 3.1.1 *Good Faith*: negotiations will be conducted in good faith and in the spirit of co-operation;
- 3.1.2 *Without Prejudice*: negotiations will be on a “without prejudice” basis;
- 3.1.3 *Constructive Working Relationship*: the parties will seek to develop a constructive relationship, which enables them to work together to achieve the best outcomes, while recognising each other’s legitimate interests;
- 3.1.4 *Mana Orite (Equal Partners)*: both parties are equally responsible for ensuring negotiations are conducted properly and fairly;
- 3.1.5 *Turangawaewae (Ownership of Process)*: both parties will “own” the negotiations process and will be equally responsible for ensuring a negotiation environment that is culturally inclusive and empowering;
- 3.1.6 *Observe High Standards of Integrity*: both parties will observe high standards of integrity and fair dealing;

- 3.1.7 *Tika (Appropriateness of Procedures and Behaviour)*: both parties must conduct themselves properly during negotiations and must comply with all agreed meeting procedures;
- 3.1.8 *Open and Transparent Dealings*: both parties acknowledge that meaningful communication and consultation is crucial for successful negotiations;
- 3.1.9 *Recognition of Each Other's Interests*: both parties acknowledge that each have particular interests and each undertake to seek an outcome that reflects these interests; and
- 3.1.10 *No Surprises*: both parties agree to keep each other fully informed of matters relating to the subject of the negotiations, and seek to avoid surprises.

4. Objectives of the Negotiations

- 4.1 The parties agree that the primary objective of the negotiations will be to negotiate in good faith a settlement of the Ngāti Apa Historical Claims that:
 - 4.1.1 is comprehensive, final, durable and fair in the circumstances;
 - 4.1.2 will not:
 - (a) diminish or in any way affect any rights that Ngāti Apa have arising from Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, except to the extent that claims arising from those rights are settled; or
 - (b) extinguish or limit any aboriginal or customary rights that Ngāti Apa may have;
 - 4.1.3 recognises the nature, extent and injustice of breaches of the Crown's obligations to Ngāti Apa under Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, and where appropriate, acknowledges the effect that these breaches have had on the economic, social, cultural and political well-being of Ngāti Apa;
 - 4.1.4 will provide a platform to assist Ngāti Apa to develop their economic base. In addition, the Crown acknowledges that Ngāti Apa view the settlement as a means of enhancing their social, cultural and political development;
 - 4.1.5 will enhance the ongoing relationship between the parties (both in terms of Te Tiriti o Waitangi / The Treaty of Waitangi and otherwise);
 - 4.1.6 will restore the honour of the Crown; and
 - 4.1.7 demonstrates and records that both parties have acted honourably and reasonably in negotiating the settlement.

4.2 In addition, the Crown:

- 4.2.1 acknowledges that Ngāti Apa view the settlement as a means of restoring the mana Māori motuhake of Ngāti Apa (that is, masters of their own destiny);
- 4.2.2 acknowledges that Ngāti Apa view the settlement as a means of removing the sense of grievance and restoring Ngāti Apa's faith and trust in the Crown; and
- 4.2.3 confirms that the settlement is not intended to affect any decision, proposal or report of Te Ohu Kaimoana either under the Māori Fisheries Act 2004 or in respect of the "fisheries" deed dated 23 September 1992.

5. Definition of Ngāti Apa

5.1 Ngāti Apa is:

5.1.1 the collective group composed of persons:

(a) who descend from one or more of the following ancestors:

- (i) Apahapaitaketake;
- (ii) Tamatapui;
- (iii) Tukorero raua ko tana wahine ko Whainu;
- (iv) Taukohu;
- (v) Manumanu;
- (vi) Paenga;
- (vii) Ika raua ko tana wahine ko Tumoetere;
- (viii) Rangiwakaturia;
- (ix) Taitapu;
- (x) Tamaea;
- (xi) Kiriwheke;
- (xii) Tamarehe;
- (xiii) Rangipuhi;
- (xiv) Tuariki;
- (xv) Rongowekaupa;
- (xvi) Tupua;
- (xvii) Tupataua;
- (xviii) Koko;
- (ixx) Papawhenua; or

- (xx) any other recognised ancestor of the hapū/descent groups listed below who exercised customary rights predominantly within the Rangitikei and/or Ngā Wairiki area on or after 6 February 1840; and
- (b) who are members of one or more of the following hapū/descent groups:
 - (i) Ngāti Kauae and Ngāti Taurira: Ngāti Rangiwaho, Ngāti Rangiwahakapou, Ngāti Maero, Ngāti Apu, Ngāti Rakei, Ngai Tai, Ngāti Kahuwairua, Ngati Tumokai and Ngā Potiki;
 - (ii) Ngā Uri o Tuariki: Ngāti Tupua, Ngāti Tupataua, Ngāti Ika/Ngati Tumoetere and Ngāti Koko;
 - (iii) Ngā Ariki: Ngāti Rangitumoana, Ngati Tamawaina, Ngāti Rangipuhi and Ngāti Kiriwheke;
 - (iv) Ngāti Rangiwahakaturia me Ngā Uri o Taitapu: Ngāti Rangiwahakaturia, Ngāti Rangipakini, Ngāti Rangiwaho, Ngāti Horotaniwha, Ngai Tai, Ngati Tumataikura, Ngāti Ratua, Ngāti Hika Pirau, Ngāti Tamaea and Ngāti Kiriwheke; or
 - (v) Ngā Wairiki: Ngāti Huru, Ngāti Houmahanga, Ngāti Paenga, Ngāti Tukorero, Ngāti Taukohu, Ngāti Hinga and Ngāti Makohu; and

5.1.2 every whānau, hapū or group of persons to the extent that that whānau, hapū or group includes persons referred to in clause 5.1.1; and

5.1.3 every person referred to in clause 5.1.1.

5.2 The detail of the definition of Ngāti Apa will be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

6. Ngāti Apa Historical Claims

6.1 Ngāti Apa Historical Claims:

6.1.1 means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by Ngāti Apa or any person or group representing Ngāti Apa that:

- (a) are founded on a right arising:
 - (i) from Te Tiriti o Waitangi / The Treaty of Waitangi, or its principles;
 - (ii) under legislation;

- (iii) at common law (including customary law and aboriginal title);
 - (iv) from a fiduciary duty; or
 - (v) otherwise; and
- (b) arise from or relate to acts or omissions before 21 September 1992:
- (i) by or on behalf of the Crown; or
 - (ii) by or under legislation; and

6.1.2 includes every claim to the Waitangi Tribunal to which clause 6.1.1 applies, including:

- (a) Wai 265; and
- (b) Wai 655; but

6.1.3 does not include:

- (a) a claim that a Ngāti Apa member, whānau, hapū or group of Ngāti Apa may have that is not a claim based on the criteria in clause 5.1.1; or
- (b) a claim to the South Island that a Ngāti Apa member, whānau, hapū or group of Ngāti Apa may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 5.1.1(a) does apply.

7. Definition of the Crown

7.1 The Crown:

7.1.1 means Her Majesty the Queen in right of New Zealand; and

7.1.2 includes all Ministers of the Crown and all government departments; but

7.1.3 does not include:

- (a) an Office of Parliament;
- (b) a Crown entity; or
- (c) a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

8. Mandate to Negotiate

- 8.1 Te Rūnanga's Deed of Mandate to represent Ngāti Apa in negotiations with the Crown for the settlement of Ngāti Apa Historical Claims is attached as Appendix 1. The Crown's letter recognising Te Rūnanga's Deed of Mandate to represent Ngāti Apa is attached as Appendix 2.
- 8.2 If representation issues arise during negotiations that cannot be resolved by agreement within Ngāti Apa, the Crown will discuss with Te Rūnanga a process to address those issues.
- 8.3 Te Rūnanga agrees to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to advise Te Rūnanga of any correspondence it receives about the mandate of Te Rūnanga.

9. Subject Matter for Negotiation

- 9.1 The parties will together agree upon subject matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon.
- 9.2 The list of subject matters to be discussed will include the following categories of redress:
- 9.2.1 the Crown's apology and acknowledgements;
 - 9.2.2 cultural redress; and
 - 9.2.3 financial and commercial redress.

10. Process of Negotiations

- 10.1 The parties agree that the general process of negotiations will include, but not necessarily be limited to:

Agreement in Principle

- 10.1.1 the signing of an Agreement in Principle which will outline the scope and nature, in principle, of the settlement redress which will be recorded in the Deed of Settlement;

Initialed Deed of Settlement

- 10.1.2 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 Ngāti Apa Historical Claims;

Ratification

- 10.1.3 the presentation by Te Rūnanga of the initialled Deed of Settlement to Ngāti Apa for ratification in a manner to be agreed by the parties. An approved governance entity structure will also be presented to Ngāti Apa for ratification before the settlement legislation can be introduced;

Deed of Settlement Signed if Ratified

- 10.1.4 the signing of the Deed of Settlement on behalf of Ngāti Apa by Te Rūnanga if the Deed of Settlement is ratified;

Governance Entity

- 10.1.5 the approval by the Crown, and the ratification by the claimant group, of a governance entity to represent Ngāti Apa and to receive and manage the settlement assets; and

Settlement Legislation

- 10.1.6 the passage of settlement legislation. The settlement of Ngāti Apa Historical Claims will be effective once a suitable governance entity is formed to hold the settlement assets and the required settlement legislation receives the Royal Assent.

11. What the Settlement of Ngāti Apa Historical Claims Will Enable

- 11.1 The parties agree that the settlement of Ngāti Apa Historical Claims will enable the:
- 11.1.1 final settlement of all Ngāti Apa Historical Claims, and the release and discharge of all of the Crown's obligations and liabilities in respect of them;
 - 11.1.2 discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of Ngāti Apa;
 - 11.1.3 removal 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 Forest Assets Act 1989 and the Education Act 1989 and for statutory protection for claims against the Crown to be removed for the benefit of Ngāti Apa;
 - 11.1.4 removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of Ngāti Apa Historical Claims, the Deed of Settlement, the redress provided or 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

11.1.5 discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to Ngāti Apa Historical Claims.

12. Communication

12.1 The parties will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed, but also the need for confidentiality regarding third parties.

13. Overlapping Claims

13.1 The parties agree that overlapping claim issues over redress assets will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to Ngāti Apa as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.

13.2 Te Rūnanga will discuss Ngāti Apa's interests with overlapping claimants at an early stage in the negotiation process and endeavour to establish a process by which they can reach agreement on how such interests can be addressed.

13.3 The Crown may assist Ngāti Apa as it considers appropriate and will carry out its own consultation with overlapping claimants.

13.4 The Crown may be in Treaty settlement negotiations with overlapping claimants. Issues arising in those negotiations, including issues concerning Crown forest land, may be relevant to these negotiations, and vice versa. The Crown will ensure that Ngāti Apa is kept informed of these issues (subject only to the confidentiality of matters specific to the other negotiations).

14. Not bound until Deed of Settlement

14.1 The parties acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until embodied in a Deed of Settlement.

15. Governance Structure for Settlement Assets

15.1 The parties agree that, before settlement legislation can be introduced, an appropriate legal entity will need to be in place that:

15.1.1 has been ratified by Ngāti Apa (in a manner to be agreed by both parties);

15.1.2 is in a form which both parties agree adequately represents Ngāti Apa;

15.1.3 has transparent decision making processes; and

15.1.4 is accountable to Ngāti Apa.

16. Claimant Funding

- 16.1 The parties acknowledge that the Crown will make a contribution to the negotiation costs of Ngāti Apa. This contribution will be paid in instalments for the achievement of specified milestones in the negotiation process.
- 16.2 Te Rūnanga will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, before each instalment of claimant funding is approved, Te Rūnanga will provide the Crown with invoices that demonstrate that the previous instalment of claimant funding was applied to negotiation expenses.
- 16.3 Te Rūnanga 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.

17. Waiver of Other Avenues of Redress

- 17.1 During these negotiations, Te Rūnanga agrees neither to initiate nor to pursue any legal proceedings relating to the subject matter of the negotiations.

18. Procedural Matters

- 18.1 The parties agree that:
- 18.1.1 negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
 - 18.1.2 negotiations will be conducted in private and will 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;
 - 18.1.3 either party may withdraw from negotiations if the negotiations become untenable;
 - 18.1.4 consistent with the obligations of good faith negotiations, if the Office of Treaty Settlements becomes aware of changes in the legal control, or ownership of, or the granting of long term interests in, land of the Crown in which Ngāti Apa claims an interest, the Office of Treaty Settlements will inform Te Rūnanga of the proposal where possible;
 - 18.1.5 early in the negotiation process both parties will discuss Ngāti Apa's 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 on relevant Crown assets potentially available for redress, including possible transfer, in a settlement;

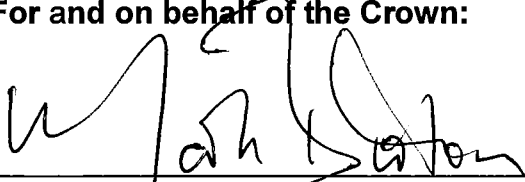
- 18.1.6 media statements concerning the negotiations will only be made when mutually agreed by both parties;
- 18.1.7 the parties will endeavour to ensure that the location of meetings will be suitable and convenient to both parties; and
- 18.1.8 the Crown and Te Rūnanga recognise the importance of using Te Reo Māori in the negotiations, where appropriate. Te Rūnanga will provide the Crown with adequate notice when a translator is required in the negotiations.

19. Amendments

- 19.1 The parties acknowledge that it may be necessary to amend these Terms of Negotiation from time to time and agree that no amendment is effective until approved by both parties and recorded in writing.

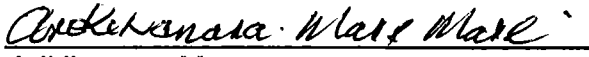
Signed this 27 day of July 2005

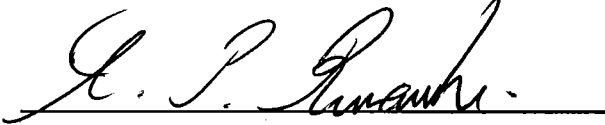
For and on behalf of the Crown:

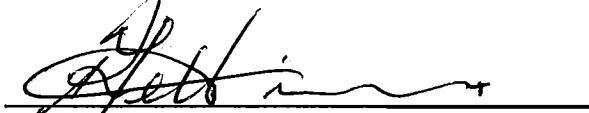

Hon Mark Burton
Minister in Charge of Treaty of Waitangi Negotiations

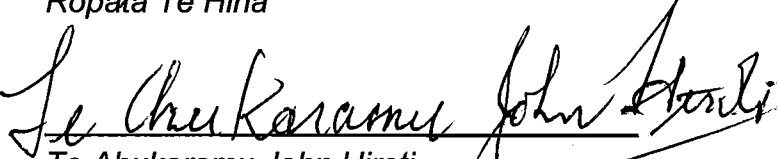
Hon P. T. Hoena

For and on behalf of Ngāti Apa:


Arikihanara Maremare


Adrian Paki Rurawhe


Ropata Te Hina


Te Ahukaramu John Hiroti

1. Ngati Apa: The Claimant Group

This Deed of Mandate is filed by Te Rūnanga o Ngati Apa Society Incorporated (**Te Rūnanga**). The claimant group is all the individual people, whanau and hapu of the Iwi of Ngati Apa.

Te Rūnanga has been operating since 1991 and from this time has developed an excellent reputation with external groups that Te Rūnanga has had dealings with. Examples of initiatives and programmes that Te Rūnanga is or has been involved with include:

- Representing Ngati Apa interests with Te Ohu Kaimoana, the Treaty of Waitangi Fisheries Commission
- Health and Social Service delivery in the Rangitikei district
- Participation in the governance of Taumata Hauora Trust, the Maori Development Organisation for the Whanganui Region
- Participation in the governance of the Regional Partnerships programme for Economic Development in the Rangitikei, Ruapehu and Whanganui Districts
- Representation on the Maori standing committee for the Rangitikei District Council
- Participation in the governance of the Whanganui Regional Museum
- Representation in the joint Iwi initiative with Whanganui and Nga Rauru to form a Wananga
- Progression of Ngati Apa land claims since the submission of Wai 265, the Ngati Apa claim to the Waitangi Tribunal

1.1 Hapu/Iwi of Ngati Apa

Ngati Apa hapu structures are complex with various layers of whanau and hapu occurring within a single collective. Ngati Apa refers in English to hapu collectives which are groups of hapu that are united by the same take tupuna or tupuna title to a particular area of land. Ngati Apa recognises five such collectives that make up the Ngati Apa Iwi:

- **Ngati Kauae and Ngati Tauira:** Lands were derived from an ancestor named Papawhenua. Papawhenua had two children, Tamatane and Rangitauira. Ngati Kauae are the descendants of Tamatane and Ngati Tauira are the descendants of Rangitauira. Other names used to describe the whanau and hapu collectives within Ngati Kauae and Ngati Tauira are Ngati Rangiwhao, Ngati Maero, Ngati Apu, Ngati Rakei, Ngai Tai, Ngati Kahuwairua and Nga Potiki. This hapu collective once maintained a large settlement at Parewanui on the northern bank of the Rangitikei River. This settlement is now non-existent but plans are underway to build a Marae in this location.
- **Nga Uri o Tuariki:** This group descended from the ancestor Tuariki.

Hapu within this collective include Ngati Tupua, Ngati Tupataua, Ngati Ika and Ngati Koko. Many other hapu from neighbouring districts who were also

descendants of Tuariki often frequented Tuariki lands but were known by their other hapu identities. This included Ngati Hika Pirau, Ngati Ratua and others. There are no existing Marae for these hapu.

- **Nga Ariki:** Nga Ariki lands were derived from an ancestor named Tamarehe. This collective of hapu has an existing marae called Tini Waitara situated on the Turakina Beach Road. Hapu within this collective include Ngati Rangitumoana, Ngati Tamawaina, Ngati Rangipuhi and Ngati Kiriwheke.
- **Ngati Rangiwhakaturia me Nga Uri o Taitapu:** Rangiwhakaturia and Taitapu were brother and sister and are the ancestors through whom rights to these lands had been derived. This collective of hapu has a Marae on the Whangaehu beach road simply called the Whangaehu Marae. Hapu within this collective include Ngati Rangiwhakaturia, Ngati Rangipakini, Ngati Rangiwaho, Ngati Horotaniwha, Ngai Tai, Ngati Ratua, Ngati Hika Pirau, Ngati Tamaea and Ngati Kiriwheke.
- **Ngati Huru & others:** The common connection between each of the collectives within this hapu is an ancient ancestor named Paerangi. This collective has two Marae, Kauangaroa and Te Kapua. The hapu within this collective include Ngati Huru, Ngati Houmahanga, Ngati Paenga, Ngati Tukorero, Ngati Hinga and Ngati Makohu, amongst others.

1.2 Area of land covered by this Deed of Mandate

The area of land generally covered by this Deed of Mandate relates to the area set out in the map in Schedule 1.

1.3 Indication of overlapping claims

Te Rūnanga believe that certain Ngati Raukawa and Otaihape hapu may claim interests within the area of land covered by this Deed of Mandate:

In addition, Te Rūnanga is aware of certain cross claims made by others within the area of land covered by this Deed of Mandate including the following:

1. Ngati Toa – a claim from the South which extends right across our tribal area to the Whangaehu River by virtue of Raupatu.
2. Ngati Raukawa – a claim from the South which extends right across our tribal area to the Whangaehu River by virtue of Raupatu.
3. Whanganui – a claim from the North extending to the Whangaehu River.
4. Rangitane ki Manawatu – including the Ngati Taurira hapu within their claim
5. Ngati Hauiti / Otaihape – general cross claim issues are possible

2. Settlement Statement

By entering into this process to negotiate and settle historical claims, Ngati Apa intends to seek a comprehensive settlement of all historical Ngati Apa claims.

Te Rūnanga, on behalf of Ngati Apa, have a claim with the Waitangi Tribunal called Wai 265. This will be addressed, along with all other historical claims as part of the negotiations and settlement process.

3. Mandated Representation

Te Rūnanga is the mandated body for Ngati Apa.

The names and addresses of the representatives [Executive Committee] on Te Rūnanga are set out in Schedule 2.

Decisions on negotiators, their terms of reference including reporting requirements and decision making powers, will be made by the Executive Committee of Te Rūnanga. This is a committee made up of hapu delegates. Negotiators and advisors will be appointed by the Executive Committee in consultation with hapu authorities following a process to determine the requirements for our negotiators.

The process by which representatives do and will make decisions is set out in [the Rules of Te Rūnanga and in Schedule 3 to this document].

4. The Mandating Process

Ngati Apa implemented an advertising process in consultation with the Office of Treaty Settlements. A copy of the advert is attached as Schedule 4. This advert featured twice in at least one major newspaper in each centre that Ngati Apa subsequently went to for mandating hui.

The first set of advertisements featured in the following papers on 23 August 2003:

- Wanganui Chronicle
- Evening Standard
- Dominion Post
- New Zealand Herald
- Hawkes Bay Today

This was followed up with a second advert on 6th September 2003 which featured in the Wanganui Chronicle.

The same advert ran again on the 17th September 2003 in the following papers:

- Evening Standard
- Dominion Post
- New Zealand Herald
- Hawkes Bay Today

Subsequently the following series of hui were convened:

Hui Date	Hui Venue	Centre Covered
17 Sept 2003	Friendship Club Hall Morris Street	Marton
18 Sept 2003	Collegiate Motor Inn 122 Liverpool Street	Whanganui
20 Sept 2003	Whangaehu Marae Beach Road	Whangaehu
21 Sept 2003	Conference Room Ratana Pa	Ratana
22 Sept 2003	Quality Hotel 355 Willis Street	Wellington
23 Sept 2003	Quality Hotel 110 Fitzherbert Ave	Palmerston North
24 Sept 2003	Anchorage Motor Lodge 26 West Quay, Ahuriri	Hawkes Bay
25 Sept 2003	Mount Richmond Lodge 676 Mt Wellington Highway	Auckland

All hui followed the same format:

- 1) Cup of tea, light food
- 2) Karakia
- 3) Presentation by Ngati Apa claims unit – a copy of the Marton and Whanganui presentations are attached as Schedules 5 and 6 – minor changes were made after the first hui in Marton.
- 4) Open forum – questions and answers
- 5) Vote **“That members of Ngati Apa (North Island) give the mandate to Te Rūnanga o Ngati Apa Society Incorporated to enter in negotiations with the Crown for the comprehensive settlement of all Ngati Apa historical Treaty claims”**

Voting was conducted using a voting form. A copy of this form is attached as Schedule 7.

The outcome of the voting is set out in Schedule 8 and summarised in the table below.

Attendance	Votes		Eligible Voters	Outcome		
	Yes	No				
161	83	1	91	91.2%	(83)	Yes
	<i>Total Voters - 84</i>			1.1%	(1)	No
	98.8%	1.2%		3.3%	(3)	Didn't Vote
				4.4%	(4)	Left before voting
				100%	(91)	

Hui notes are attached as Schedule 9.

Signed attendance records are attached as Schedule 10.

Independent observers from Te Puni Kokiri were present at every hui with the exception of Palmerston North where they were unavailable to observe proceedings.

5. Accountabilities of Mandated Representatives

The negotiation team, once established, will report to the Executive as follows:

- Regular liaison with Runanga Executive
- Provision of verbal updates as and when required
- Provision of full written report for full Runanga
- Compliance with all administrative responsibilities and accountabilities associated with the performance of the negotiation role.

The Executive will in turn report to the full Rūnanga as follows:

- Provision of written report from the negotiation team at regular monthly Runanga hui

The Hapu Representatives will report to the hapu and individuals as follows:

- Verbal reports to hapu meetings.
- Provision of newsletters

Hapu and individuals are able to provide input to Te Rūnanga and the hapu representatives as follows:

- Direct communication with their hapu representatives

Te Rūnanga will also develop a negotiation brief for the Ngati Apa negotiators that will define key issues for settlement. Any deviation from this brief will require negotiators to report to the full Rūnanga which in turn may be required to refer back to hapu authorities before a decision can be made.

The Executive Committee will report regularly to Ngati Apa hapu and iwi through bi monthly newsletters, web site and formal communications hui.

Before and during negotiations an advisory team will work with the negotiators to give guidance and assistance and allow for quick resolution of issues within the scope of the negotiations brief. This advisory team will include hapu representatives and experts in various fields.

Representatives appointed on behalf of Te Rūnanga o Ngati Apa shall be removed / replaced in accordance with its Rules following a resolution to that effect at a properly notified hui specifically called to determine the matter as set out in clause 3 of the Rules.

The Executive Committee is required to present the proposed settlement to Ngati Apa hapu and iwi and receive ratification of that settlement by Ngati Apa through properly notified hui and/or postal ballot before entering into any binding agreements.

6. Disclosure of the Deed of Mandate

Te Rūnanga o Ngati Apa Society Incorporated agrees that the Crown may make the Deed of Mandate known to the public and give the details of the Deed of Mandate to any claimant and outside claimant groups if asked.



Minister in Charge of Treaty of Waitangi Negotiations

Minita Nōna te Mana Whakarite Take e pā ana ki Te Tiriti o Waitangi

16 NOV 2004

The Executive Committee
Te Rūnanga o Ngāti Apa Society Inc.
PO Box 124
MARTON

Ngāti Apa Deed of Mandate

Tēnā koutou

Thank you for submitting your Deed of Mandate to the Crown to negotiate an offer for the settlement of Ngāti Apa historical Treaty claims.

We have concluded that Te Rūnanga has the support of Ngāti Apa, and is an appropriate body to represent Ngāti Apa in settlement negotiations with the Crown. We are therefore pleased to recognise the mandate of Te Rūnanga to represent the people of Ngāti Apa ki Rangitikei in negotiations for the comprehensive settlement of all your historical claims.

We are aware that Te Ngahina Matthews and George Mathews, claimants for Wai 655, made two opposing submissions challenging Te Rūnanga's mandate. We also understand that the Executive Committee has made a number of efforts to encourage the Wai 655 claimants to participate in the upcoming negotiations and has developed a number of ways in which the Wai 655 claimants can participate, if they wish. It is important that the Executive Committee and the Crown continue to encourage the Wai 655 claimants to take part throughout the negotiation process.

Dean Cowie, Manager Policy/Negotiations at the Office of Treaty Settlements, will contact you shortly to discuss the next stage of the settlement process. We look forward to working with you.

Yours sincerely

Hon Margaret Wilson
Minister in Charge of Treaty of
Waitangi Negotiations

Hon Parekura Horomia
Minister of Māori Affairs