

TERMS OF NEGOTIATION BETWEEN TE RARAWA AND THE CROWN

Preamble

In entering into these Terms of Negotiation, both Te Rūnanga o Te Rarawa and the Crown acknowledge that:

- A. The Crown has committed historical breaches of Te Tiriti o Waitangi/The Treaty of Waitangi and the principles of Te Tiriti/The Treaty which have prejudiced Te Rarawa.
- B. Over the past decade, the Crown has developed a policy framework for negotiating and settling historical Treaty claims and settlement redress packages to address those claims.
- C. Te Rarawa and the Crown have agreed to engage in settlement negotiations for the resolution of the historical grievances of Te Rarawa against the Crown.

1. Purpose of the Terms of Negotiation

- 1.1. These Terms of Negotiation set out the scope, objectives and general procedures for the negotiations between Te Rūnanga o Te Rarawa ("Te Rūnanga") and the Crown (as defined in clause 6) for the settlement of the Historical Claims (as defined in clause 7) of Te Rarawa (as defined in clause 5).
- 1.2. This document records the intentions of Te Rūnanga and the Crown, including the intention to negotiate in good faith, confidentially and without prejudice. The Terms of Negotiation are not legally binding and do not create a legal relationship.

2. Negotiation process principles

- 2.1. Te Rūnanga and the Crown agree that it is intended that the negotiation process be guided by the following principles:
 - 2.1.1. The Crown recognises that Te Rarawa has its own tikanga. In the course of the negotiations process the Crown agrees to respect Te Tikanga-a-Te Rarawa; and
 - 2.1.2. Te Rūnanga and the Crown agree that both the Māori and English versions of Te Tiriti o Waitangi/The Treaty of Waitangi and the principles of Te Tiriti/The Treaty will inform the negotiations.

3. Crown principles and key policies for settlement

- 3.1. The Crown's guiding principles for the settlement of historical Treaty of Waitangi claims as at October 2002 are attached to this document as Appendix 1; and

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- 3.2. Key Crown Treaty settlement policies as at November 2002 are outlined in the guidebook: "Healing the Past, Building a Future: A Guide to Treaty Of Waitangi Claims and Direct Negotiations with the Crown".

4. Objectives of the negotiations

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- 4.1. Te Rūnanga and the Crown agree that the objective of the negotiations is to negotiate in good faith a durable settlement that:

- 4.1.1. Is comprehensive, in that it settles all the Historical Claims of Te Rarawa; and
- 4.1.2. Is final; and
- 4.1.3. Enhances the mana of Te Rarawa and the integrity and honour of the Crown; and
- 4.1.4. Is fair in all the circumstances; and
- 4.1.5. Enables a process of healing the past for both Te Rarawa and the Crown; and
- 4.1.6. Provides a new foundation for a meaningful and enduring Te Tiriti / Treaty relationship between Te Rarawa and the Crown that recognises Articles I, II and III of Te Tiriti / The Treaty and complements Te Rūnanga's Whole of Government Integration and Collaboration initiative initiated in 2001; and
- 4.1.7. Facilitates the enhancement of Te Rarawa's relationship with local government; and
- 4.1.8. Addresses a broad range of Te Rarawa's interests; and is meaningful to Te Rarawa given its particular situation and range of interests;
- 4.1.9. Will settle all Historical Claims but will not in any way:
 - 4.1.9.i. Diminish or affect any other ongoing rights that Te Rarawa has arising from Te Tiriti o Waitangi / The Treaty of Waitangi and its principles; or
 - 4.1.9.ii. In any way diminish or extinguish any ongoing aboriginal or customary rights that Te Rarawa may have; and
- 4.1.10. Acknowledges the nature and extent of the breaches of the Crown's obligations to Te Rarawa under Te Tiriti o Waitangi / the Treaty of Waitangi and its principles; and
- 4.1.11. Provides a useful and meaningful platform, which will assist Te Rarawa in developing its economic base; and
- 4.1.12. Accurately documents the history of Te Rarawa's Historical Claims in the Historical Account; and

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4.1.13. Demonstrates and records that both parties have acted honourably and reasonably in negotiating the settlement.

4.2. In addition,

~~4.2.1. The Crown acknowledges that Te Rarawa views this settlement as a means of enhancing its tino rangatiratanga by enabling it to achieve, maintain and manage its economic, social, political and cultural wellbeing; and~~

4.2.2. Te Rarawa acknowledges that the Crown views an objective of the settlement as restoring its honour.

5. Definition of Te Rarawa for the purposes of the settlement of Historical Claims

5.1. For the purposes of the Deed of Settlement a definition of Te Rarawa will need to be agreed during the course of negotiations. In particular, there will need to be identification of:

5.1.1. Named Te Rarawa Tupuna; and

5.1.2. A comprehensive list of the hapū of Te Rarawa, including older tribal identities through which customary rights may have been exercised, after 6 February 1840; and

5.1.3. An appropriate Te Rarawa area of interest for the purposes of claimant definition which may include Te Rarawa marae.

5.2. Te Rarawa consider that it exercised customary interests in the area from Hokianga to Maungataniwha, down through the Victoria Valley river to Maimaru, across to Rangaunu, West to Te Oneroa-a-Tohe (the Ninety Mile Beach) at Hukatere and down to Hokianga, and includes all adjacent waterways and related islands.

6. Definition of the Crown

6.1. The Crown:

6.1.1. Means Her Majesty the Queen in right of New Zealand; and

6.1.2. Includes all Ministers of the Crown and all government departments; but

6.1.3. Does not include:

6.1.3.i. An Office of Parliament; or

6.1.3.ii. A Crown entity; or

6.1.3.iii. A State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

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6.2. To avoid doubt, the Crown does not include local authorities. However, all Te Rarawa claims relating to Crown acts or omissions concerning local authorities are intended to be covered by any agreed settlement.

7. Definition of Te Rarawa Historical Claims

7.1. Te Rarawa Historical Claims means all claims made at any time (whether or not the claims have been researched, registered or notified) by Te Rarawa or anyone representing it that:

7.1.1. Are founded on rights arising from the Treaty of Waitangi, the principles of the Treaty of Waitangi, whether based on legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and

7.1.2. Arise from or relate to acts or omissions before 21 September 1992:

7.1.2.i. By or on behalf of the Crown; or

7.1.2.ii. By or under legislation; and

7.1.3. Includes the following claims registered at the Waitangi Tribunal, insofar as they relate to Te Rarawa and to acts and omissions before 21 September 1992.

Wai number	Claim
Wai 45	Muriwhenua land claim
Wai 112	Kaitaia Lands claim
Wai 118	Mapere 2 claim
Wai 128	Hokianga Lands and Waters claim
Wai 243	Warawara Forest claim
Wai 249	Hokianga land and fisheries claim
Wai 250	Hokianga Fisheries Claim
Wai 262	Flora and Fauna
Wai 273	Tapuwae Incorporation claim
Wai 341	Te Karae Block claim
Wai 403	Mitimiti land claim
Wai 450	Waireia Lands claim
Wai 452	Ngāi Tupoto claim
Wai 534	Telecom Depot Kaitaia claim
Wai 548	Takahue No. 1 Block claim
Wai 626	Arano whānau claim
Wai 696	Ngati Haua (Muriwhenua) claim
Wai 730	Te Rarawa ki Muriwhenua claim
Wai 805	Rawhitiroa and Owhata lands (Northland) claim

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8. Acknowledgements

8.1. Te Rūnanga and the Crown acknowledge:

- 8.1.1. All the prior work of Te Rūnanga and Te Rarawa to reach this point, ~~including the background and context of the claims process, in particular concerning significant historical mandate issues particular to claimant groups of Te Hiku o Te Ika/ the Far North;~~
- 8.1.2. That while in negotiations, Te Rarawa has foregone the opportunity of having their Hokianga historical claims heard through the Waitangi Tribunal in order to expedite the settling of their Historical Claims through direct negotiations with the Crown;
- 8.1.3. That Te Rūnanga and the Crown will draw on a number of sources to inform the negotiations, including the Waitangi Tribunal Muriwhenua Reports (pre and post-1865) and that these sources will not be binding on the parties;
- 8.1.4. That during the course of the negotiations and in the settlement, Te Rūnanga and the Crown will agree on the nature, extent and consequences of Te Rarawa's Te Tiriti o Waitangi / The Treaty of Waitangi grievances and any breaches of Te Tiriti / the Treaty and its principles on the part of the Crown; and
- 8.1.5. That in the settlement the Crown:
- 8.1.5.i. Will acknowledge and apologise for any agreed breaches of Te Tiriti o Waitangi/The Treaty of Waitangi and its principles; and
 - 8.1.5.ii. Will acknowledge the nature and impact of those breaches where they can be established.

9. Mandate to negotiate

- 9.1. Attached is the Deed of Mandate (Appendix 2), which confirms that Te Rūnanga has the mandate to represent Te Rarawa in negotiations with the Crown for the settlement of Te Rarawa Historical Claims.
- 9.2. Attached (Appendix 3) is a chart of the governance and operational structure of Te Rūnanga and a statement on the composition of the Negotiations Team that is representing Te Rūnanga in negotiations with the Crown for the settlement of Te Rarawa Historical Claims.
- 9.3. The Crown recognises Te Rūnanga as the mandated body to negotiate an offer for the settlement of the Te Rarawa Historical Treaty Claims, as acknowledged in the attached letter (Appendix 4) from the Minister in Charge of Treaty of Waitangi Negotiations.

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9.4. Te Rūnanga and the Crown agree to exchange information with each other that pertains to Te Rūnanga's mandate at least once every three months during the course of the negotiations, including:

9.4.1. Te Rūnanga advising the Office of Treaty Settlements on the ways it is ~~informing Te Rarawa about the negotiations process and progress and about any mandate issues that may arise;~~ and

9.4.2. The Office of Treaty Settlements, on behalf of the Crown, advising and consulting with Te Rūnanga about any objections or otherwise to the Rūnanga's mandate that it receives.

9.5. Te Rūnanga and the Crown agree that if serious mandate issues arise during the course of the negotiations that cannot be resolved by agreement within Te Rarawa the Crown may review its recognition of the mandate.

10. Shared iwi interests

10.1. Shared iwi interests may occur where Te Rarawa and other iwi are able to establish an interest in any potential matter for redress in the Te Rarawa area of interest that is the subject of negotiations.

10.2. Te Rūnanga and the Crown agree that as part of the negotiations process they will develop a Protocol for the purpose of identifying and addressing any shared iwi interests issues that arise during the course of the negotiations. The Protocol will detail process, procedure and the manner by which a number of matters will be dealt with including:

10.2.1. An agreement to share information regarding shared iwi interests matters that are likely to affect the negotiations; and

10.2.2. An acknowledgement that negotiations between Te Rūnanga and the Crown will not unduly prejudice other claimant groups with shared iwi interests; and

10.2.3. An acknowledgement that shared iwi interests may relate not only to assets, but also concern issues of mana; and

10.2.4. A strategy for consulting with other claimant groups on shared iwi interest issues; and

10.2.5. A statement of the Crown's role in the resolution of shared iwi interest issues; and

10.2.6. An agreement that where there are acknowledged shared iwi interests, redress may sometimes be required to reflect those interests.

10.3. Te Rūnanga and the Crown agree that any shared iwi interest issues over redress assets or interests concerning mana will need to be addressed to the satisfaction of both parties before a Deed of Settlement can be concluded.

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10.4. Te Rūnanga and the Crown intend to address shared iwi interest matters, but acknowledge that it may become necessary to defer addressing certain shared iwi interest matters.

11. Governance entity for managing settlement assets

11.1. Te Rūnanga and the Crown agree that:

11.1.1. Te Rūnanga, in consultation with Te Rarawa, will develop an appropriate legal entity that Te Rūnanga and the Crown are satisfied:

11.1.1.i. Is an appropriate body to receive settlement assets; and

11.1.1.ii. Complies with the following principles:

11.1.1.ii.a. It adequately represents all Te Rarawa; and

11.1.1.ii.b. Has transparent decision making and dispute resolution processes; and

11.1.1.ii.c. Is fully accountable to all Te Rarawa; and

11.1.2. The governance entity will be ratified in a manner to be agreed by Te Rūnanga and the Crown; and

11.1.3. Te Rarawa's governance entity, as ratified, will be in place prior to settlement; and

11.1.4. The governance entity may, following settlement, transfer or distribute settlement assets to other Te Rarawa entities in accordance with the constitutional rules of the governance entity.

12. Procedural matters

12.1. Te Rūnanga and the Crown agree that:

12.1.1. Negotiations will be conducted in good faith and in a spirit of co-operation; and

12.1.2. Negotiations will be conducted in private on a "without prejudice" basis and will remain confidential, subject to the following exceptions:

12.1.2.i. Te Rūnanga will need to keep Te Rarawa informed on the general process and progress of negotiations;

12.1.2.ii. The Crown is bound by the statutory requirements of the Official Information Act 1982; and

12.1.2.iii. Participation in Court or Waitangi Tribunal proceedings (this does not apply to without prejudice confidential offers); and

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12.1.3. The location of meetings will be suitable and convenient to both parties, taking into account Te Rarawa's particular needs such as resource constraints and accountability requirements to Te Rarawa; and

12.1.4. Either party may, from time to time, provide general briefings to third parties on the Treaty settlement process as it relates to the Far North, and will notify the other party before such meetings take place where possible; and

12.1.5. Either party may from time to time meet with other interested parties in order to seek information on matters that may be relevant to the settlement process and will notify and discuss this intention with the other party in advance of those meetings; and

12.1.6. Media statements about the negotiations will only be made when mutually agreed by Te Rūnanga and the Crown.

12.2. Te Rūnanga and the Crown will each ensure regular and appropriate internal consultation procedures are established and maintained throughout the negotiations and will report regularly to one another on such communications.

12.3. In accordance with the commitment to negotiate in good faith, the Office of Treaty Settlements on behalf of the Crown agrees to ensure regular and appropriate consultation with Te Rūnanga on issues that may impact on the negotiations.

13. Waitangi Tribunal and Courts

13.1. Subject to clause 13.2, Te Rūnanga and the Crown agree that during the negotiations neither party will pursue nor initiate, before any court or tribunal, any proceedings covering all or part of the same subject matter as these negotiations.

13.2. Te Rūnanga and the Crown will consult each other about the nature of their participation and the level of support provided to Te Rūnanga by the Crown in any proceedings brought by a third party relating in whole or in part to either:

13.2.1. The Te Rarawa Historical Claims covered by these negotiations; or

13.2.2. The mandate of Te Rūnanga.

14. Subject matter for negotiation

14.1. The parties will together agree upon the subject matter to be negotiated.

14.2. Subject matter to be discussed may include, and is not necessarily limited to, the following:

14.2.1. The Crown apology and acknowledgements;

14.2.2. Cultural redress;

14.2.3. Financial and commercial redress;

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14.2.4. Ongoing Tiriti o Waitangi / Treaty of Waitangi relationships between Te Rarawa and the Crown; and

14.2.5. Such other matters as may be agreed.

~~14.3. The Crown agrees that it will consider all settlement options proposed by Te Rūnanga and that it will do so in good faith.~~

15. Stages of the negotiations process

15.1. Te Rūnanga and the Crown agree that the general stages of the negotiations process will include, but not necessarily be limited to:

15.1.1. Agreement in Principle: an outline of the scope and nature in principle for settlement of Te Rarawa's Historical Claims, which will be recorded in the Deed of Settlement;

15.1.2. Initialled Deed of Settlement: the Deed of Settlement which sets out the terms and conditions of settlement of the Historical Claims of Te Rarawa which is initialled by representatives of Te Rūnanga and the Crown;

15.1.3. Ratification: a process whereby the initialled Deed of Settlement is presented to Te Rarawa for approval. An approved governance entity structure will also be presented to Te Rarawa for ratification before the settlement legislation can be introduced but this need not necessarily occur contemporaneously with ratification of the Deed of Settlement;

15.1.4. Deed of Settlement signed if ratified: the Deed of Settlement will then be signed by senior representatives of Te Rarawa and the Crown in a ceremony which appropriately reflects the significance of the event;

15.1.5. Governance Entity and Settlement legislation: settlement of Te Rarawa's Historical Claims becomes effective once a suitable governance entity is formed to hold the settlement assets and following that the required settlement legislation receives the Royal Assent.

16. What the settlement of Te Rarawa Historical Claims will enable

16.1. Te Rūnanga and the Crown agree that the settlement of the Historical Claims of Te Rarawa will enable:

16.1.1. The release and discharge of all of the Crown's obligations and liabilities in respect of those claims; and

16.1.2. The discontinuation of the Office of Treaty Settlements' landbank for the protection of potential settlement properties for Te Rarawa; and

16.1.3. The 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

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Education Act 1989 and for statutory protection for claims against the Crown to be removed; and

16.1.4. The removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal over Te Rarawa Historical Claims, the Deed of Settlement, the redress provided or settlement legislation (but will not enable the removal of such jurisdiction over the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation); and

16.1.5. The discontinuance of legal proceedings or proceedings before the Waitangi Tribunal in relation to Te Rarawa Historical Claims.

17. Settlement conditions

17.1. Te Rūnanga and the Crown acknowledge that this document does not bind either party to reach a settlement and that (subject to clause 12.1) any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until:

17.1.1. Embodied in a Deed of Settlement; and

17.1.2. Ratified by Te Rarawa in a process to be agreed by Te Rūnanga and the Crown; and

17.1.3. A suitable governance entity has been formed to receive settlement assets; and

17.1.4. Settlement legislation comes into force.

18. Claimant funding

18.1. The Crown acknowledges the disparity of resources between Te Rarawa and the Crown.

18.2. Te Rūnanga and the Crown note that the Crown makes a contribution to the negotiation costs of Te Rūnanga, which is paid in instalments for the achievement of specified milestones in the negotiation process.

18.3. The Crown acknowledges that:

18.3.1. The cost to Te Rarawa of reaching this point in the process has been more than the Crown's financial contribution to that cost; and

18.3.2. The cost to Te Rarawa of completing a settlement is likely to be more than the Crown's financial contribution to that cost.

18.4. Te Rūnanga will provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, identifying that the funding has been spent on the negotiations. A breakdown of expenses will be made available

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by Te Rūnanga, if required, for each instalment of funding received from the Crown.

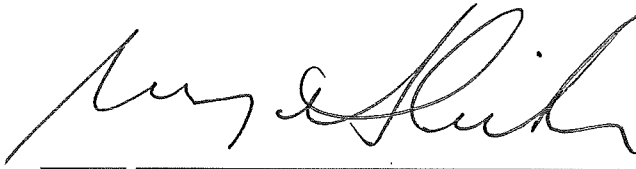
18.5. If good progress is made in negotiations but all claimant funding has been expended, the Crown will consider, in good faith, any application from Te Rūnanga for further resourcing or a cash advance on Settlement.

19. Amendments

19.1. Te Rūnanga and the Crown 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.

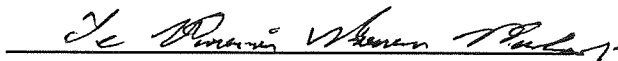
SIGNED THIS DAY OF

For and on behalf of the Crown:



Hon Margaret Wilson
Minister in Charge of Treaty of Waitangi Negotiations

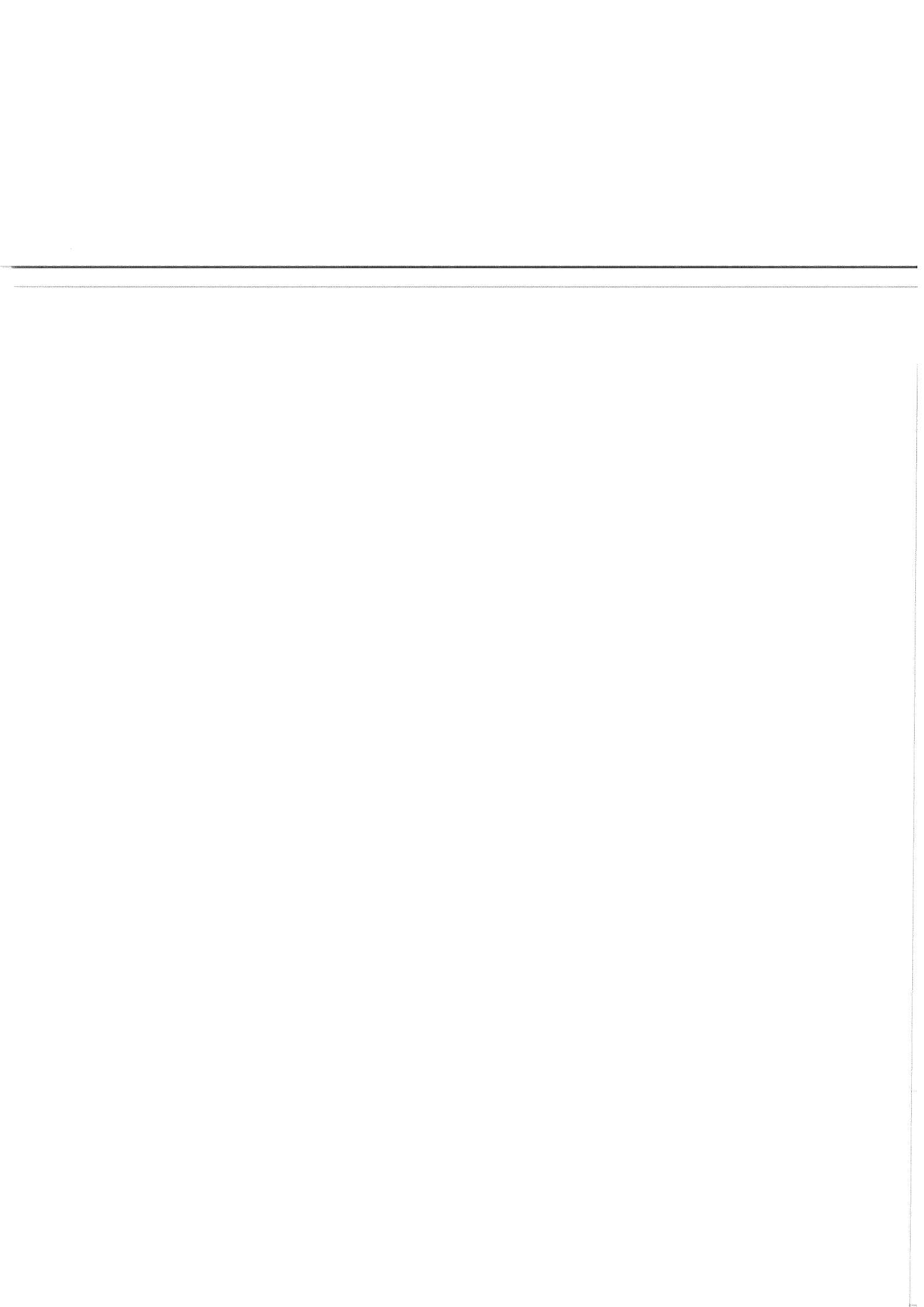
For and on behalf of Te Rūnanga:



Te Kororia Arerua Herbert
Chairperson
Te Rūnanga o Te Rarawa



Te Rere O-Kapuni Makene
Deputy Chairperson
Te Rūnanga o Te Rarawa



NGĀ WHAKARITENGA O NGĀ WHIRIWHIRINGA I WAENGANUI I A TE RARAWA ME TE KARAUNA

Kupu Whakataki

I a rāua ka uru ki ēnei Whakaritenga o ngā Whiriwhiringa, e whakaae tahi ana a Te Rarawa me te Karauna:

- A. Kua takahia e te Karauna te Tiriti o Waitangi me ōna mātāpono i roto i ngā tau, ā, he whakatīhatahanga tēnei i a Te Rarawa.
- B. I roto i te tekau tau kua pahure, kua whakahiatotia e te Karauna tētahi anga kaupapa here mō te whiriwhiri me te whakatau i ngā kerēme o nehe, tae rawa ki ngā tikanga whiriwhiri hei whakaea i aua kerēme.
- C. Kua whakaae ngātahi te Karauna me Te Rarawa ki te uru ki ētahi whiriwhiringa mō te whakatau i ngā kerēme o nehe a Te Rarawa ki te Karauna.

1. Te Kaupapa o ngā Whakaritenga o ngā Whiriwhiringa

- 1.1. Ko ngā whakaritenga mo ngā whiriwhiringa whānui tonu, ngā whāinga me ngā whakahaere mō ngā whiriwhiringa i waenganui i te Rūnanga o Te Rarawa ("te Rūnanga") me te Karauna (i runga i te whakamārama kei te whiti 6) mō te whakatau i ngā kerēme o nehe (i runga i te whakamārama kei te whiti 7) a Te Rarawa (i runga i te whakamārama kei te whiti 5).
- 1.2. Ko tēnei tuhinga, hei pupuri i ngā hiahia o te Rūnanga me te Karauna, tae noa ki te whakaaro ki te whitiwhiti kōrero i runga i te ngākau pono, te māiatanga me te whakatoihara kore. Kāore he here ā-ture o ēnei Whakaritenga Whiriwhiringa, nā reira kāore hoki he hononga ā-ture i waenganui i ngā taha e rua.

2. Ngā mātāpono mō te tikanga whiriwhiri

- 2.1. E whakaae ana a te Rūnanga me te Karauna kia aratakina te tikanga whiriwhiri i runga i ngā mātāpono e whai iho nei:
 - 2.1.1. E aro nui ana te Karauna, he tikanga ake tā Te Rarawa. I roto i ngā whiriwhiringa, kua whakaae te Karauna ki te aro nui ki te tikanga a Te Rarawa;
 - 2.1.2. E whakaae ngātahi ana te Rūnanga me te Karauna, mā ngā tuhinga o te Tiriti o Waitangi kua tuhia ki te reo Ingarihi me te reo Māori, tae noa ki ngā mātāpono o te Tiriti, e whakarite i ngā whiriwhiringa.

3. Ngā mātāpono a te Karauna me āna kaupapa here mātua mō te whakatau

- 3.1. E mau ana ngā mātāpono ārahi i te Karauna (mai i te marama o Oketopa 2002) mō te whakatau i ngā kerēme o nehe i raro i te Tiriti o Waitangi kei te Tāpiritanga 1;

NGĀ WHAKARITENGA O NGĀ WHIRIWHIRINGA I WAENGANUI I A TE RARAWA ME TE KARAUNA

- 3.2. Kei te pukapuka ārahi "Ka tika a muri, ka tika a mua: he tohutohu whakamārama i ngā whakatau kerēme e pā ana ki te Tiriti o Waitangi me ngā whakaritenga ki te Karauna" ngā kaupapa here mātua a te Karauna e pā ana ki te whakatau kerēme i raro i te Tiriti, atu ki te marama o Noema 2002.

~~4. Ngā whāinga o ngā whiriwhiringa~~

- 4.1. E whakaae tahi ana a te Rūnanga me te Karauna, ko te whāinga o ngā whiriwhiringa; ko te whitiwhiti kōrero i runga i te ngākau pono, e tū ai tētahi whakataunga pakari:
- 4.1.1. Kia whanui, inara ka whakatauhia te katoa o ngā Kerēme o Nehe a Te Rarawa;
 - 4.1.2. He whakataunga whakamutunga;
 - 4.1.3. E whakanui ana i te mana o Te Rarawa me te ngākau pono me te hōnore o te Karauna;
 - 4.1.4. E tōtika ana i ngā āhuatanga katoa;
 - 4.1.5. E āhei ai tētahi tikanga hohourongo hei te whakaora i ngā mea kua pahure ki muri mō Te Rarawa me te Karauna;
 - 4.1.6. E whakatakoto mai ana i tētahi kaupapa hou mō tētahi hononga whai kiko, wā roa i waenganui i a Te Rarawa me te Karauna e aro nui ana ki ngā wāhanga katoa o te Tiriti, e noho tahi ana me te kaupapa a te Rūnanga i tīmataria i te tau 2001, arā, te Haerenga Ngātahi mā te Mahi Tahi o te Kāwanatanga Katoa;
 - 4.1.7. Ka whakatenatena i te hononga i waenganui i a Te Rarawa me ngā kāwanatanga ā-rohe;
 - 4.1.8. Ka hāngai ki ngā hiahia whānui o Te Rarawa; e arohanuitia nei i te iwi, i runga tonu i te āhua noho tonu o te iwi me ngā mea e tumanakotia ana e ia;
 - 4.1.9. Ka whakatau i ngā Kerēme o Nehe a Te Rarawa, ēngari kāore ia e:
 - 4.1.9.i. whakaiti. pā kino rānei ki ngā āheinga, ā, haere tonu a Te Rarawa i raro i te Tiriti o Waitangi me ōna mātāpono;
 - 4.1.9.ii. whakaiti, whakakore rānei i te mana tangata whenua, i ngā tikanga tuku iho tērā kei a Te Rarawa;
 - 4.1.10. E whakaae ana ki te āhua me te whārangi o ngā takahitanga o ngā kawenga o te Karauna ki a Te Rarawa i raro i te Tiriti o Waitangi me ōna mātāpono;

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4.1.11. E takoto ai tētahi kaupapa whai hua, whai kiko hoki, hei awahi i a Te Rarawa ki te whanake i te taha ki ngā kaupapa ōhanga;

4.1.12. Ka takoto tika i te pūtaketanga o ngā Kerēme o Nehe a Te Rarawa kei roto i te Tāhuhu Kōrero,

4.1.13. Ka whakaatu, ka pupuri ki te mea, i mahi ngā taha e rua i runga i te tika, i runga i te pai i te wā i whiriwhiria te whakataunga nei.

4.2 I tua atu,

4.2.1. E whakaae ana te Karauna ko te titiro a Te Rarawa ki tēnei whakataunga, hei huarahi ki te hāpai i tōna tino rangatiratanga mā te awahi i a ia ki te whakatutuki, ki te pupuri me te whakahaere i tōna oranga ā-ōhanga, ā-hapori, ā-tōrangapū, tikanga tuku iho hoki;

4.2.2. E whakaae ana a Te Rarawa, ko te titiro a te Karauna, ko tētahi o ngā whāinga o te whakataunga ko te whakahoki mai i tōna mana.

5. Te whakamāramatanga mō Te Rarawa i roto i te whakatau o ngā Kerēme o Nehe

5.1. Mō te Whakaaetanga Whakataunga, e tika ana kia whakaae te katoa i te wā o ngā whiriwhiringa, ki tētahi whakamārama he aha ia nei a Te Rarawa. Ko te mea nui, me tohu ki:

5.1.1. Ngā ingoa o ngā tūpuna o Te Rarawa;

5.1.2. He rārangi o ngā hapū katoa o Te Rarawa, tae noa ki ngā herenga ā-iwi tawhito tērā i mau tonu ngā take tuku iho, whai muri o te rā 6 o Pepuere o te tau 1840;

5.1.3. He whakatakoto i tētahi rohe e pā ana ki a Te Rarawa, mō te kaupapa o te whakamārama i ngā kaikerēme; tērā ka whakakuhuna ngā marae o Te Rarawa.

5.2. E mea ana a Te Rarawa, ko tōna mana i uhia ki runga i te rohe mai i Hokianga ki Maungataniwha, ka heke ki te Wharua o Victoria awa ki Maimaru, whakawhiti ki Rangaunu, whaka-te-uru ki Te Oneroa-a-Tohe i Hukatere, ka heke ki Hokianga, ā, ka rauhi hoki ki roto ko ngā rerenga wai katoa me ngā motu e tū hāngai ana.

6. Te Whakamārama mō te Karauna

6.1 Ko te Karauna:

6.1.1. Ko te Arikinui te Kuini o Niu Tirenī;

6.1.2. Ko ngā Minita o te Karauna me ngā tari kāwanatanga katoa: hāunga

6.1.3. Kāore e kuhuna ko:

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6.1.3.i. He Tari o te Whare Pāremata;

6.1.3.ii. He whakahaere a te Karauna;

6.1.3.iii. He Hinonga Kāwanatanga kua whakaaturia i te Wāhanga Tuatahi ki te Ture Hinonga Kāwanatanga 1986.

6.2. E noho mārama ai, kāore e whai wāhi ki te Karauna ngā kāwanatanga ā-rohe. Hāunga, ko te whakaaro kia kapia ngā kerēme katoa a Te Rarawa e pā ana ki ngā mahi me ngā kore mahi a ngā kāwanatanga ā-rohe e tētahi whakataunga ka whakaaetia.

7. Te whakamārama mō ngā Kerēme o Nehe a Te Rarawa

7.1. Ko ngā Kerēme o Nehe a Te Rarawa, ko rātou ia ko ngā kerēme katoa (ahakoa kua rangahaua, rēhitatia, pānuitia, kāore rānei) kua whakatakotoria e Te Rarawa, e āna kaikōrero rānei, ka mutu:

7.1.1. Taketake ake mai i ngā mana i hua ake i te Tiriti o Waitangi, ngā mātāpono o te Tiriti, mēnā kua takea mai i te ture, i te ture noa (tae noa ki te ture tuku iho me te mana whenua), ngā kawenga kaitiaki, ētahi atu rānei;

7.1.2. E pupū ake ana i ētahi mahi, kore mahi rānei i mua o te rā 21 o Hepetema 1992;

7.1.2.i. E te Karauna, mō te Karauna rānei;

7.1.2.ii. I raro i tētahi hanganga ture;

7.1.3. Ka whakaurua ko ēnei kerēme kua rēhitatia kei mua i te aroaro o te Rōpū Whakamana i te Tiriti, i runga i te pānga mai ki Te Rarawa me ngā mahi, ngā kore mahi rānei i mua o te rā 21 o Hepetema 1992.

Tau Wai	Kerēme
Wai 45	Te kerēme whenua a Muriwhenua
Wai 112	Te kerēme ki ngā whenua o Kaitāia
Wai 118	Te kerēme Māpere 2
Wai 128	Te kerēme ki ngā whenua me ngā wai o Hokianga
Wai 243	Te kerēme ki te ngahere o Warawara
Wai 249	Te kerēme ki ngā whenua me ngā mahinga ika a Hokianga
Wai 250	Te kerēme ki ngā mahinga ika a Hokianga
Wai 262	Te Ao Otaota me te Ao Kararehe
Wai 273	Te kerēme ki te Whenua Tōpū o Tapuwae
Wai 341	Te kerēme ki te Poraka o Te Karae
Wai 403	Te kerēme ki ngā whenua o Mitimiti
Wai 450	Te kerēme ki ngā whenua o Waireia
Wai 452	Te kerēme a Ngāi Tupoto

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Wai 534	Te kerēme ki te Taupuni a Telecom ki Kaitiāia
Wai 548	Te kerēme ki Takahue Poraka No. 1
Wai 626	Te kerēme a te whānau Arano
Wai 696	Te kerēme a Ngāti Haua (Muriwhenua)
Wai 730	Te kerēme a Te Rarawa ki Muriwhenua
Wai 805	Te kerēme ki ngā whenua o Rāwhitiroa me Ōwhata (Te Tai Tokerau)

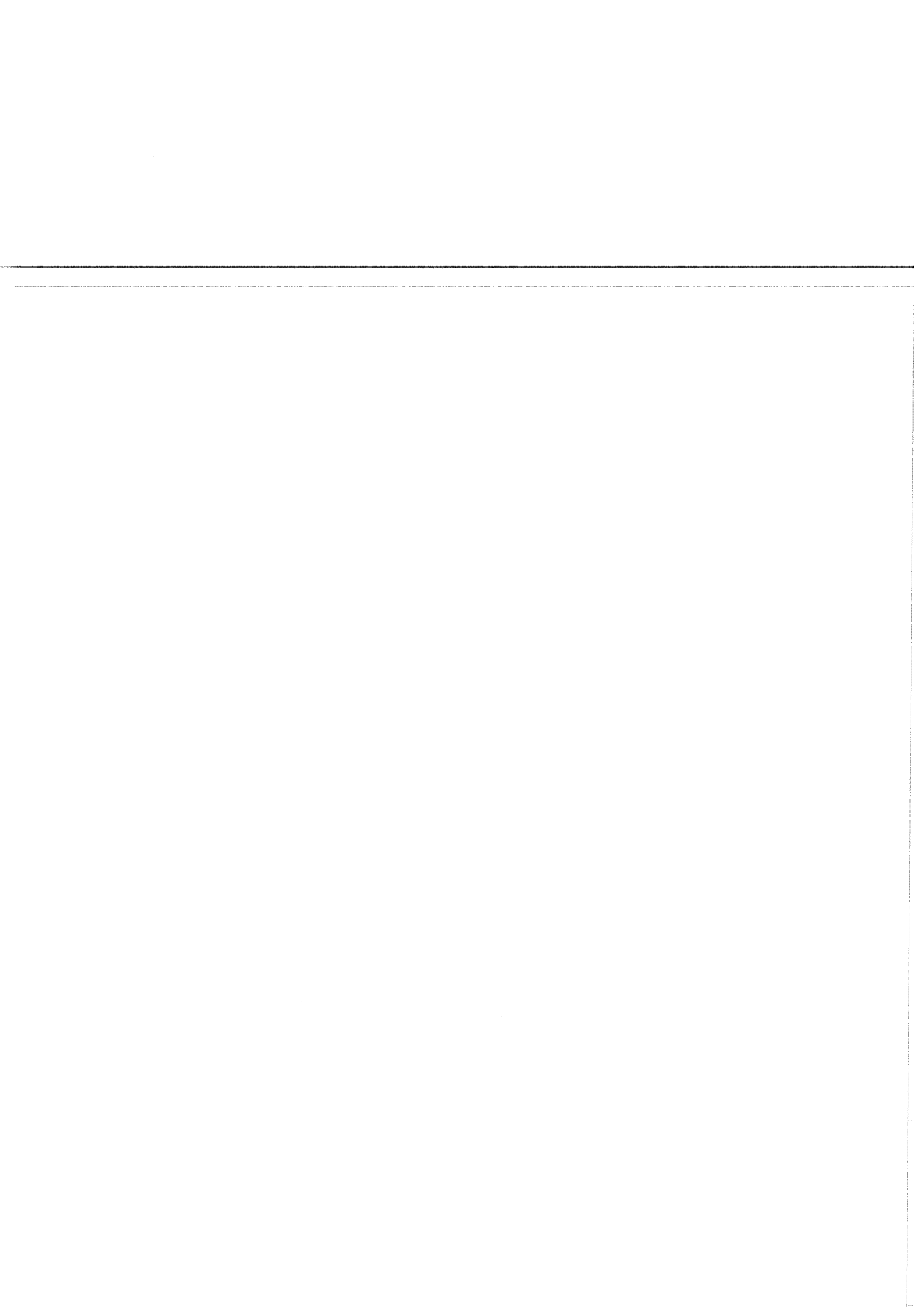
8. Ngā whākina

8.1. E whakaae ana a te Rūnanga me te Karauna:

- 8.1.1. Mō ngā mahi i mahia i mua e te Rūnanga me Te Rarawa kia tae ki tēnei wāhi, tae noa ki te tāhuhu kōrero me te horopaki o te whai i te kerēme, ko te mea nui i tēnei ko ngā take o nehe e pā ana ki te whai mana ka pā ki ētahi rōpū kaikerēme o Te Hiku o Te Ika;
- 8.1.2. I te wā e whitiwhiti kōrero ana ia, kua whakakorea e Te Rarawa te huarahi kia rongohia ngā kerēme o nehe mō Hokianga e te Rōpū Whakamana i te Tiriti e aha ai, e tere ai te whakatau i ngā Kerēme o Nehe mā te whitiwhiti kōrero tika me te Karauna;
- 8.1.3. Ka toro te Rūnanga me te Karauna ki ētahi puna kōrero hei whakamārama i ngā whiriwhiringa, pēnei i ngā Pūrongo a te Rōpū Whakamana i te Tiriti mō Muriwhenua (i mua, i muri hoki o te tau 1865), ā, kāore e herea ngā taha e rua ki ngā puna kōrero nei;
- 8.1.4. I te wā o ngā whiriwhiringa, tae rawa ki te whakataunga, ka whakaae tahi a te Rūnanga me te Karauna mō te āhua, te whānuitanga me ngā putanga o ngā nawe a Te Rarawa, me ngā takahitanga o te Tiriti o Waitangi me ōna mātāpono e te Karauna;
- 8.1.5. I te whakataunga ka tahuri te Karauna:
 - 8.1.5.i. Ki te whakaae me te tuku wairua pōuri mō ngā takahitanga o te Tiriti o Waitangi me ōna mātāpono kua whakaaetia;
 - 8.1.5.ii. Ki te whakaae mō te āhua me te pānga mai o aua takahitanga i ngā wāhi ka āta kitea.

9. Te mana ki te whiriwhiri kerēme

9.1. E tāpiri ana ki tēnei tuhinga ko te Whakaaetanga Tuku Mana (Tāpiritanga 2), e whakapūmau ana i te mea kei te Rūnanga te mana kōkiri hei māngai mō Te Rarawa i roto i ngā whiriwhiringa me te Karauna mō te whakatau i ngā Kerēme o Nehe a Te Rarawa.



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- 9.2. E tāpiri ana hoki ki tēnei tuhinga (Tāpiritanga 3) ko tētahi mahere o te anga whakahaere me te anga mahi o te Rūnanga, me tētahi kōrero e whakamārama ana ko wai mā kei te Hunga Whiriwhiri e noho ana hei māngai mō te Rūnanga i roto i ngā whiriwhiringa me te Karauna ki te whakatau i ngā Kerēme o Nehe a Te Rarawa.
- 9.3. E aro nui ana te Karauna ki te mea kei te Rūnanga te mana kōkiri ki te whiriwhiri kaupapa mō te whakatau i ngā Kerēme o Nehe a Te Rarawa; e mau ana ēnei kōrero ki te reta kua tāpirihia (Tāpiritanga 4) mai i te Minita Whakatau Take e Pā ana ki te Tiriti o Waitangi.
- 9.4. E whakaae ana a te Rūnanga me te Karauna ki te whakawhitiwhiti puna kōrero ki waenganui i a rāua e pā ana ki te mana kōkiri a te Rūnanga; me kua e taka i raro i te wā kotahi ia toru marama te rite o ngā momo whakawhitiwhiti kōrero nei, e mau ana i ngā kōrero pēnei:
- 9.4.1. Te whakamārama a te Rūnanga ki te Tari Whakatau Take e Pā ana ki te Tiriti o Waitangi e pēhea ana tāna whakamōhio i a Te Rarawa mō te mahi whiriwhiri, te ahu whakamua o te kaupapa, me ētahi take e pā ana ki te mana kōkiri tērā ka pupū ake;
- 9.4.2. Ka noho te Tari Whakatau Take e Pā ana ki te Tiriti o Waitangi, mō te Karauna, ki te ārahi me te whitiwhiti kōrero me te Rūnanga mō ētahi whakahē e pā ana ki te mana kōkiri a te Rūnanga tērā ka tae atu ki a ia.
- 9.5. E whakaae tahi ana a te Rūnanga me te Karauna, ki te tū ētahi tautohetohe e pā ana ki te mana kōkiri i te wā o ngā whiriwhiringa, ka mutu kāore e taea e Te Rarawa te whakatau, tērā ka titiro anō a te Karauna ki tāna whakaaetanga ki te mana kōkiri.
10. Ngā pānga me ētahi atu iwi
- 10.1. Tērā ētahi wā kua āhei a Te Rarawa me ētahi atu iwi ki te whakatau. he pānga ō rātou tahi ki ētahi kaupapa tērā me whakatika, kei roto i te rohe e pā ana ki a Te Rarawa, e whai wāhi ana ki ngā whiriwhiringa.
- 10.2. Ka whakaae a te Rūnanga rāua ko te Karauna, me hanga mai he Kawa ki te tautuhi, ki te whakatutuki i ngā take e pā ana ki ngā pānga o ētahi atu iwi tērā ka pupū ake i te wā o ngā whiriwhiringa. Ka āta whakamārama te Kawa i te hātepe, te whakahaere me te āhua o te whakatau i ngā momo take nei, pēnei i:
- 10.2.1. Tētahi whakaritenga mō te whakawhitiwhiti pārongo e pā ana ki ngā pānga a ētahi atu iwi tērā ka pā mai ki ngā whiriwhiringa;
- 10.2.2. Tētahi whakaaetanga e mea ana kāore e whakatoiharatia e ngā whiriwhiringa i waenganui i te Rūnanga me te Karauna ngā pānga o ētahi atu rōpū kerēme he pānga iwi tō rātou ki ngā whenua he kerēme tā Te Rarawa kei runga;

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10.2.3. He whakaaetanga ēhara i te mea ka noho ngā pānga tahi o ngā iwi ki ngā rawa anake, ēngari ka pā ki te mana;

10.2.4. He rautaki mō te whakapā ki ētahi atu rōpū kerēme mō ngā take e pā ana ki ngā pānga tahi o ngā iwi;

10.2.5. He kōrero e pā ana ki te wāhi o te Karauna i roto i te whakatauri i ngā pānga tahi o ngā iwi;

10.2.6. He whakaaetanga e mea ana, kei ngā wāhi e whakaaetia ana he pānga tahi o ngā iwi, hei ētahi wā, tērā pea mā te whakatakoto paremata e whakaata i aua pānga.

10.3. Ka whakaae a te Rūnanga me te Karauna, me āta whakatutuki ngā take e pā ana ki te pānga tahi o ngā iwi mō ngā rawa, mō te mana rānei, arā, me whakaae pū rā anō ngā iwi whai pānga i mua o te whakatauri i tētahi Whakaaetanga Whakataunga.

10.4. Ko te whakaaro o te Rūnanga me te Karauna ki te whakatutuki i ngā pānga tahi o ngā iwi, ēngari ka whakaae tahi rāua tērā e tika ana kia hikina ētahi o ngā pānga tahi o ngā iwi e pā ana ki ētahi take.

11. Te Rōpū Whakahaere i ngā rawa whakatauri

11.1. E whakaae tahi ana a te Rūnanga me te Karauna:

11.1.1. Mā te Rūnanga, whai muri i ētahi whitiwhiti kōrero me Te Rarawa, e whanake mai i tētahi rōpū ā-ture e whakaae tahi ai te Rūnanga me te Karauna:

11.1.1.i. Ko ia te rōpū tika ki te whiwhi i ngā rawa whakatauri;

11.1.1.ii. E ū ana ki ngā mātāpono e whai iho nei:

11.1.1.ii.a. Kapi pai katoa a Te Rarawa i a ia;

11.1.1.ii.b. Āta kitea āna tikanga whakatauri kaupapa me āna hātepe whakatauri tautohenga;

11.1.1.ii.c. Ka noho papa ia mō Te Rarawa puta noa

11.1.2. Ka whakamanatia te tū o te rōpū whakahaere i runga i ngā take he mea whakaae tahi na te Rūnanga me te Karauna;

11.1.3. Me tau te rōpū whakahaere a Te Rarawa kua whakamanatia i mua o te whakataunga;

11.1.4. Whai muri o te whakatauri, ka āhei te rōpū whakahaere ki te whakawhiti, ki te tohatoha rānei i ngā rawa whakatauri ki ētahi atu rōpū o Te Rarawa, i raro tonu i ngā ture whakahaere o te rōpū whakahaere.

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12. Ngā take whakahaere

12.1. Whakaae tahi ana a te Rūnanga me te Karauna:

~~12.1.1. Kia whakahaerehia ngā whiriwhiringa i runga i te pono me te wairua mahi tahi;~~

12.1.2. Whakahaerehia ai ngā whiriwhiringa i runga i te ia "whakatoihara kore", ā, ka noho matatapu, atu i ēnei e whai iho nei:

12.1.2.i. Me whakamōhio a te Rūnanga i a Te Rarawa mō te tikanga whānui me ngā nekeneke o ngā whiriwhiringa;

12.1.2.ii. E herea ana a te Karauna e ngā takotoranga o te Ture Whakamōhio tangā Whaimana 1982;

12.1.2.iii. Te whai wāhi ki ngā whakahaere a te Kōti me te Rōpū Whakamana i te Tiriti o Waitangi (kāore e uru ki tēnei ngā tāpaetanga matatapu, whakatoihara kore);

12.1.3. Me pai noa ngā wāhi hui mō ngā taha e rua, i runga i te aro nui ki ngā hiahia ake o Te Rarawa pēnei i te iti o āna rawa, me ngā kawenga ki a Te Rarawa;

12.1.4. Tērā ka hiahia tētahi taha ki te tuku whakamārama whānui ki tētahi atu rōpū mō te hātepe whakatau e pā ana ki Te Hiku o te Ika, ā, ka whakamōhiohia te taha tuarua i mua o te whakahaere o aua momo hui, mēnā ka taea;

12.1.5. Tērā ka hiahia tētahi taha ki te tūtaki me ētahi atu o te hunga whai pānga ki te rapu kōrero e pā ana ki ngā take e hāngai ana ki te hātepe whakatau; ka whakamōhiohia te taha tuarua i mua o te wā tū ai aua hui; me

12.1.6. Kia whakaae ngātahi rā anō te Rūnanga me te Karauna, kātahi anō ka tukuna he pānui pāpāho e pā ana ki ngā whiriwhiringa.

12.2. Ka ngana a te Rūnanga me te Karauna kia tū, kia mau ngā whitiwhiti kōrero ā-roto puta noa i te wā o ngā whiriwhiringa, ā, ka rīpoata tētahi ki tētahi mō ngā momo whitiwhiti kōrero ā-roto nei.

12.3. I runga i te ū ki te whakahaere whiriwhiringa i runga i te ngākau pono, e whakaae ana a te Tari Whakatau Take e Pā ana ki te Tiriti o Waitangi, mō te Karauna, ki ētahi whiriwhiringa e tika ana me te Rūnanga mō ngā take tērā ka pā mai ki ngā whiriwhiringa.

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13. Te Rōpū Whakamana i te Tiriti o Waitangi me ngā Kōti

13.1. I runga i te whiti 13.2, whakaae ngātahi ana te Rūnanga me te Karauna, i te wā o ngā whiriwhiringa, kāore tētahi o rāua e aru, e tīmata rānei, i mua i te aroaro o tētahi kōti, taraiipunara rānei, ētahi whakahaere mō tētahi wahi, mō te katoa rānei o ngā kaupapa e rite ana ki ēnei whiriwhiringa.

13.2. Me whakahaere kōrero e te Rūnanga me te Karauna kia uru atu he rōpū tuatoru ki roto o ngā kōrero:

13.2.1 Ngā Kerēme o Nehe a Te Rarawa kua kapi e ngā whiriwhiringa nei;

13.2.2. Te mana kōkiri a te Rūnanga rānei.

14. Ngā take hei whiriwhiri

14.1. Ka whakaaetia ngā taha e rua mō ngā kaupapa ka kōrerorerohia.

14.2. Tērā ko ngā take ka kōrerorerohia (kāore e whakawhāititia ki ēnei anake) ko ēnei e whai iho nei:

14.2.1. Ko te whakaaetanga o te Karauna ki tōna hē;

14.2.2. Te puretumulanga taha tikanga tuku iho;

14.2.3. Te puretumulanga taha pūtea, taha tauhokohoko;

14.2.4. Ngā hononga haere tonu i raro i te Tiriti o Waitangi i waenganui i a Te Rarawa me te Karauna;

14.2.5. Ētahi atu take tērā ka whakaae tahitia.

14.3. E whakaae ana te Karauna ka whiriwhiria e ia i runga i te ngākau pono ngā kōwhiringa whakataunga katoa ka whakatūria e te Rūnanga.

15. Ngā wāhanga o te tikanga whakahaere whiriwhiringa

15.1. Whakaae ngātahi ana te Rūnanga me te Karauna ka whakaurua ki ngā wāhanga o te tikanga whakahaere whiriwhiringa (ēngari ēhara i te mea ka whakawhāititia ki ēnei anake) ko:

15.1.1. Te Whakaaetanga Whānui: he rāpopoto o te whānuitanga me te āhua o te whakatau i ngā Kerēme o Nehe a Te Rarawa, ka mau ki te Whakaaetanga Whakataunga;

15.1.2. Te Whakaaetanga Whakataunga kua waitohungia: ko te Whakaaetanga Whakataunga e whakatakoto ana i ngā whakaritenga me te āhua o ngā whakataunga o ngā Kerēme o Nehe a Te Rarawa, he mea kua waitohungia e ngā māngai o te Rūnanga me te Karauna,

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15.1.3. Te Whakatūturutanga: ki konei whakatakotoria ai te Whakaaetanga Whakataunga kua waitohungia ki mua o te aroaro o Te Rarawa hei whakaaetanga mai mā rātou. Ka horaina anō ki mua i te aroaro o Te Rarawa ko tētahi anga whakahaere kua whakaaetia, kia whakamanatia e Te Rarawa i mua o te hora o te ture whakataunga, hāunga, ēhara i te mea ~~kia haere ngātahi ai tēnei whakamanatanga me te Whakaaetanga Whakataunga;~~

15.1.4. Mēnā kua whakamanatia, ka hainatia te Whakaaetanga Whakataunga: ka hainatia te Whakaaetanga Whakataunga e ngā māngai mātāmua o Te Rarawa me te Karauna i tētahi hui e whakaata ana i te āhua whakahirahira o tēnei kaupapa;

15.1.5. Hanganga ture mō te Rōpū Whakahaere me te Whakataunga: inā tū ana tētahi rōpū whakahaere ki te pupuri i ngā rawa whakataua, ā, whai muri ka uhia te hanganga ture whakataua ki te Whakaaetanga a te Kuini.

16. He aha ngā mea ka taea i te whakataunga o ngā Kerēme o Nehe a Te Rarawa

16.1. Whakaae ngātahi ana te Rūnanga me te Karauna, ko tēnei whakataunga o ngā Kerēme o Nehe a Te Rarawa te whakamutunga, ā, mā roto i a ia ka taea:

16.1.1. Te whakawātea me te tango te katoa o ngā kawenga me ngā nama o te Karauna e pā ana ki aua kerēme;

16.1.2. Te whakakore te pēke whenua a te Tari Whakataua Take e Pā ana ki te Tiriti o Waitangi mō te tiaki i ngā rawa tērā i rāhuitia hei rawa whakataua mō Te Rarawa;

16.1.3. Te whakawatea i ngā here tiwhikete taitara katoa (*resumptive memorials*) mai i ngā taitara whenua i raro i te Ture Hinonga Kāwanatanga 1986, te Ture Whakahou i te Kaporeihana Rerewhenua 1990, te Ture Rawa Ngahere Karauna 1989, me te Ture Mātauranga 1989, te wetewete hoki anō te ārai ā-ture o ngā kerēme ki te Karauna;

16.1.4. Te whakawatea i te mana whakahaere o ngā kōti, o te Rōpū Whakamana i te Tiriti o Waitangi, o tētahi atu tarapiunara, rōpū kaiwhakawā rānei mai i ngā Kerēme o Nehe a Te Rarawa, mai i te Whakaaetanga Whakataunga, mai i te puretumulanga kua homaingia, te ture whakataunga rānei (hāunga, kāore e wetewetehia te mana whakahaere mō te whakatinanatanga, mō te whakamāramatanga rānei o ngā whakaritenga kei tētahi Whakaaetanga Whakataunga, ture whakataunga rānei);

16.1.5. Te whakakore i ngā whakahaere ā-ture i mua o te aroaro o tētahi kōti, o te Rōpū Whakamana i te Tiriti o Waitangi rānei e pā ana ki ngā Kerēme o Nehe a Te Rarawa.

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KARAUNA**

17. Ngā tikanga whakataunga

17.1. Whakaae ngātahi ana te Rūnanga me te Karauna, ēhara i te mea e here ana te tuhinga whai mana nei i ngā taha e rua e eke ai tētahi whakataunga me te mea anō (i runga tonu i ngā here o te whiti 12.1), ki te tutuki tētahi whakaaetanga me noho matatapu, me noho whakatoihara kore, ā, kia tutuki rā anō ngā kōrero kei raro iho nei kātahi anō ka kīia kua mana, arā:

17.1.1. Kua mau ki tētahi Whakaaetanga Whakataunga;

17.1.2. Kua whakamanatia e Te Rarawa, i runga tonu i tētahi tikanga kia whakaaetia e te Rūnanga me te Karauna;

17.1.3. Kua tū tētahi rōpū whakahaere e tika ana, e riro atu ki a ia ngā rawa whakatau;

17.1.4. Kua tū ngā hanganga ture whakataunga.

18. Te whai pūtea a te hunga kerēme

18.1. E whakaae ana te Karauna ki te iti o ngā rauemi a Te Rarawa me te nui o ngā rauemi a te Karauna.

18.2. E aro ana a te Rūnanga me te Karauna ki te mea he pūtea ka tukuna e te Karauna hei āwhina i ngā utu mō ngā whiriwhiringa, ā, utua harangotehia ai tēnei, i te tutukitanga o ētahi tohu nui i roto i te tikanga o ngā whiriwhiringa.

18.3. E whakaae ana te Karauna:

18.3.1. Nui ake te utu ki a Te Rarawa i eke ai ia ki tēnei wāhanga o te whakahaere, ki te āwhina ā-pūtea he mea homai e te Karauna;

18.3.2. Ka nui ake te utu ki a Te Rarawa mō te whakatutuki i tēnei whakataunga. tērā i te āwhina ā-pūtea mai a te Karauna ki a ia.

18.4. Ka tukuna e te Rūnanga ki te Karauna, ko ngā kaute kua tātari motuhakehia mō ngā pūtea ka whiwhi ia mai i te Karauna, e tautuhi ana i whakapaua ngā pūtea i runga i ngā whiriwhiringa. Mēnā ka hiahia, ka horahia e te Rūnanga tētahi whakamārama mō tāna whakapau i ia wāhanga o te pūtea ka tukuna e te Karauna ki a ia.

18.5. Ki te pai te haere whakamua o ngā whiriwhiringa ēngari kua pau ngā pūtea a ngā kaikerēme, ka whiriwhiri te Karauna, i runga i te ngākau pono, i ngā tono mai a te Rūnanga mo ētahi atu āwhina ā-pūtea, mō te whati ā-moni mai rānei i tētahi wahi o te whakataunga.

NGĀ WHAKARITENGA O NGĀ WHIRIWHIRINGA I WAENGANUI I A TE RARAWA ME TE
KARAUNA

19. Ngā whakarerekētanga

19.1. Whakaae ngātahi ana te Rūnanga me te Karauna tērā he wā anō me whakarerekē
ngā Whakaritenga o ngā Whiriwhiringa nei, ā, e whakaae ana rāua me whakaae rā
anō ngā taha e rua ki ngā whakarerekētanga, me tuhia hoki kia mau.

HAINATIA AI I TE

O NGĀ RĀ O

I TE TAU

Mō te Karauna:

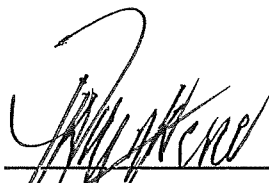


Hon Margaret Wilson
Minita Nōna te Mana Whakarite Take e pā ana ki te Tiriti o Waitangi

Mō te Rūnanga:



Te Kororia Areruaia Herbert
Te Rūnanga o Te Rarawa



Te Rere-O-Kapuni Makene
Te Rūnanga o Te Rarawa

APPENDIX 1

GOVERNMENT PRINCIPLES TO GUIDE THE SETTLEMENT OF HISTORICAL TREATY CLAIMS

To complement the Crown guidelines, and following a review of the historical Treaty settlement policy framework at the beginning of 2000, the government developed a set of six principles. The principles are intended to ensure that settlements are fair, durable, final and occur in a timely manner. The principles are as follows:

Good faith

The negotiating process is to be conducted in good faith, based on mutual trust and co-operation towards a common goal.

Restoration of the relationship

The strengthening the relationship between Crown and Māori is an integral part of the settlement process and will be reflected in any settlement. The settlement of historical grievances also needs to be understood within the context of wider government policies that are aimed at restoring and developing the Treaty relationship.

Just redress

Redress should relate fundamentally to the nature and extent of breaches suffered, with existing settlements being used as benchmarks for future settlements where appropriate. The relativity clauses in the Waikato-Tainui Raupatu and Ngāi Tahu settlements will continue to be honoured, but such clauses will not be included in future settlements. The reason for this is that each claim is treated on its merits and does not have to be fitted under a predetermined fiscal cap.

Fairness between claims

There needs to be consistency in the treatment of claimant groups. In particular, "like should be treated as like" so that similar claims receive a similar level of financial and commercial redress. This fairness is essential to ensure settlements are durable.

Transparency

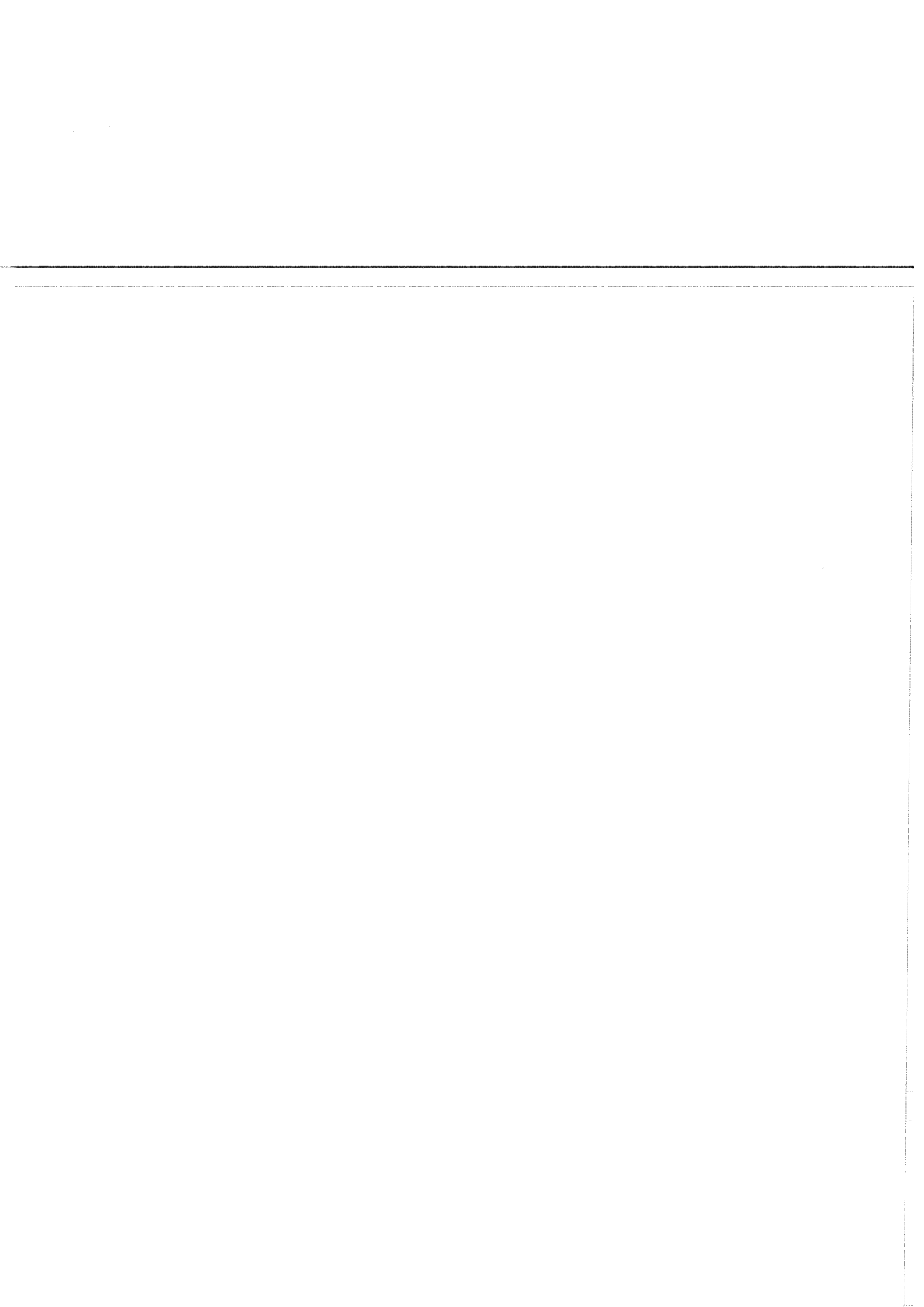
First, it is important that claimant groups have sufficient information to enable them to understand the basis on which claims are settled. Secondly, there is a need to promote greater public understanding of the Treaty and the settlement process.

Government negotiated

The Treaty settlement process is necessarily one of negotiation between the claimants and the government. They are the only two parties who can, by agreement, achieve durable, fair and final settlements. The government's negotiation with claimant groups ensures delivery of the agreed settlement and minimises costs to all parties

APPENDIX 2

TE RŪNANGA O TE RARAWA DEED OF MANDATE



Te Rarawa Deed of Mandate

1 Introduction

The undersigned Mandated Body of Te Rarawa agrees to the following as a Deed of Mandate for negotiating the settlement of all the historical claims of the people of Te Rarawa against the Crown for breaches of the Treaty of Waitangi and the principles of the Treaty as described in paragraph 3 below.

2 Definition of claimants

Te Rarawa claimants are all the individual people, whānau, hapu and iwi of Te Rarawa.

3 Claims to be negotiated

The claims to be negotiated with the Crown will seek a comprehensive settlement of all historical claims by the people described in paragraph 2. For the purposes of this Deed, Te Rarawa claims mean all claims made at any time by any Te Rarawa claimant known or unknown and founded on rights arising in or from the Treaty of Waitangi, the principles of the Treaty of Waitangi, legislation, common law (including Māori customary law and aboriginal title), fiduciary duty or otherwise, arising out of or relating to acts or omissions before 21 September 1992 by or on behalf of the Crown or by or under legislation. This includes:

- WAI 45 – Muriwhenua land claims (the Te Rarawa component)
- WAI 112 – Kaitaia claim
- WAI 118 – Mapere claim
- WAI 128 – Te Rarawa claim
- WAI 243 – Warawara Forest claim
- WAI 249 & 250 – Hokianga claim
- WAI 273 – Tapuwae claim
- WAI 341 – Te Karae Block claim
- WAI 403 – Mitimiti claim
- WAI 450 – Waireia claim
- WAI 452 – Ngai Tupoto claim
- WAI 534 – Telecom depot claim
- WAI 548 – Takahue No. 1 Block claim
- WAI 626 – Arano whanau claim
- WAI 626 – Te Kohanga No 1 Block Claim
- WAI 696 – Whakakoro claim
- WAI 730 – Te Rarawa ki Muriwhenua
- WAI 805 – Rawhitiara and Owkata Lands (Northland) claim.

Te Rarawa also holds an interest in the WAI 262 Flora and Fauna claim. However, this is to be negotiated and settled under a separate process.

4 Mandated Body

The incorporated body known as Te Runanga o Te Rarawa has the mandate from the people of Te Rarawa to represent them in negotiations with the Crown regarding the claims referred to in paragraph 3 (see copy of the Runanga constitution **attached**).

5 How the mandate was obtained

Te Runanga o Te Rarawa obtained its mandate from the people of Te Rarawa through a mandating process¹:

- a. initiated by a Declaration of Te Ao Kohatu of Te Rarawa dated August 1995²; and
- b. culminating with resolutions made at Te Rarawa hui-ā-iwi on:
 - 24 March 2001, at Waipuna marae, Panguru³; and
 - 21 July 2001 at Te Uri o Hina marae, Pukepoto⁴.

In addition to the mandating process which we have completed, our Runanga is already *the* established Te Rarawa iwi authority. For example:

- We meet the stringent requirements of Te Ohu Kai Moana recognition for the purpose of fisheries settlement asset distribution;
- We hold numerous Health and Social Services contracts for the specific purpose of service delivery in areas encompassing the Te Rarawa rohe;
- Our working relationship with local bodies is founded on their full acknowledgement of Te Runanga o Te Rarawa as the undisputed iwi representative body; and
- We have recently entered into a ground-breaking pilot initiative, instigated by the Ministry of Social Policy, to establish real and meaningful working partnerships between iwi and Government Agencies.

6 Decision-making powers and rules on eligibility for membership

Te Runanga o Te Rarawa is a Charitable Trust incorporated under the Charitable Trusts Act 1957. The Runanga consists of two Delegates of each of the 27 Te Rarawa marae and two Taurahe groups. Only Runanga members have voting rights at the Runanga meetings which are held regularly (at no less than quarterly intervals). Matters of Runanga business are decided on a simple majority of members' votes. Constitutional amendment requires prior notification to members of the proposed change and a majority of no less than two-thirds of the members present.

According to the Runanga constitution, Te iwi o Te Rarawa (i.e. the Te Rarawa claimant group) are "the people who descend from a tupuna of Te Rarawa and also those Māori people who consider themselves to be of Te Rarawa who are living in the rohe of Te Rarawa." (refer to copy of our constitution **attached**).

7 Accountability

Te Runanga o Te Rarawa:

- a. will report regularly to the wider claimant community through newsletters and hui;

¹ For complete documentation on the Te Rarawa mandating process, see "Te Runanga o Te Rarawa: Submission of Treaty Claims Mandate" documents to the Office of Treaty Settlements dated 17 August 2001.

² See Appendix 1, "Te Runanga o Te Rarawa: Submission of Treaty Claims Mandate" documents to the Office of Treaty Settlements dated 17 August 2001.

³ See Appendices 5 and 6, "Te Runanga o Te Rarawa: Submission of Treaty Claims Mandate" documents to the Office of Treaty Settlements dated 17 August 2001.


⁴ See Appendices 10 and 11, "Te Runanga o Te Rarawa: Submission of Treaty Claims Mandate" documents to the Office of Treaty Settlements dated 17 August 2001.

- b. will not have the authority to conclude a settlement with the government until it has presented the proposed settlement to the Te Rarawa claimant community and has received the ratification of that settlement by the claimant community through properly notified hui and/or postal ballot; and
- c. shall be removed/replaced as the Mandated Body by the Te Rarawa claimant community following a resolution to that effect at a properly notified hui-ā-iwi specifically called to determine the matter.

~~8 **The Crown may make the Deed of Mandate and supporting material available to any member of the wider group**~~

Te Runanga o Te Rarawa agrees to the government making the Deed of Mandate known through a public notification process, and provide the Deed of Mandate, together with supporting information, to members of the claimant community who request it.

9 **Signatory**



(Gloria Herbert
Chairperson, Te Runanga o Te Rarawa)

20 1 10 / 2001

(Date)

10 **Attachments**

- a. Te Runanga o Te Rarawa Constitution.

11 **References**

For copies of all public notices, hui minutes and lists of hui attendees which relate to the Te Rarawa Treaty claims mandating process, refer to "Te Runanga o Te Rarawa: Submission of Treaty Claims Mandate" documents to the Office of Treaty Settlements dated 17 August 2001.

Dated 14th December 1988

In the Matter of
the Charitable
Trusts Act 1957

AND

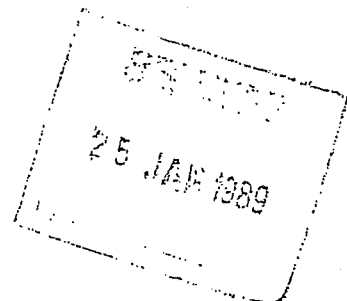
In the Matter of
Te Runanga o Te Rarawa

Application for Incorporation
of a Board as a Society

COMMERCIAL AFFAIRS
DIVISION AUCKLAND

04 APR 1989

RECEIVED



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IN THE MATTER of the Charitable
Trusts Act 1957

AND

IN THE MATTER of the Te Runanga o
Te Rarawa

STATUTORY DECLARATION BY A SUBSCRIBER TO THE APPLICATION

I, JOHN CAMPBELL

of Pawarenga

do solemnly and sincerely declare as follows:

1. I am a subscriber to the application for incorporation of
TE RUNANGA O TE RARAWA
dated this 20th day of October 1988.
2. That the applicants do not hold any property on
trust other than set out in the Trust Deed.
3. The application for incorporation is made by all of the
applicants.
4. That the application of incorporation is authorised by the
society by a special resolution unanimously carried at
on 20 October 1988

AND MAKE THIS SOLEMN DECLARATION conscientiously

believing the same to be true, and by virtue of the Oaths
and Declarations Act 1957.

J Campbell

Declared at Waimarua this 18th day of April 1990
before me: (Raghuveer)

Shri G. P. Wisley Well Road. R.D. 2
Kohukohu

) Fyler
) / Wilson
) Belmont
) ~~Blair~~
) ~~Blair~~

) ~~Parkhurst~~
) W. P. Smith
) W. P. Smith
) J. Rapinara
) Henry
) ~~St. James~~
) Sanif Sawyer
) K. M. K...
) ~~St. James~~
) A. B. Brett
) ~~W. P. Smith~~
) ~~W. P. Smith~~
) P. A. ...
) J. Campbell
) C. Blair

1
APPENDIX A

TE RUNANGA O TE RARAWA

1. Te Rohe o Te Rarawa

The rohe of Te Rarawa is that area encompassing from Hokianga up to Mangamuka West, down through Pāmapuria River right down to Maimaru, across from Awanui Bridge due West to Ninety-Mile Beach, then down the coastline to Mitimiti.

2. Te Iwi o Te Rarawa

Te iwi o Te Rarawa are the people who descend from a tupuna of Te Rarawa and also those Maori people who consider themselves to be of Te Rarawa who are living in the rohe of Te Rarawa.

The principal aim of Te Runanga o Te Rarawa is to redevelop a sense of whanaungatanga, a sense of belonging; by motivating a cultural awareness of Tikanga Maori amongst Te Iwi o Te Rarawa ensuring Te Rarawa history, language and kaupapa are preserved, promoted and developed.

Ko te Amorangi ki mua
Ko te hapai o ki muri
Tuturu mahi pono
Ko te Mana Maori Motuhake.

3. The Constitution

To promote the establishment of Te Runanga o Te Rarawa as an iwi authority and to define the objectives, powers, functions and duties of the Runanga.

3.1 Objectives

- (i) To promote and support initiatives for the spiritual, cultural, economic, educational and social advancement of the iwi of Te Rarawa.
- (ii) To support and encourage initiatives as in (i) for whanau o Te Rarawa living outside of the rohe, including those whanau who live abroad of Aotearoa; i.e. Taurahere groups.
- (iii) To identify, administer and control combined Iwi activities and resources.
- (iv) To provide means of communication between whanau o Te Rarawa, papakainga, taurahere groups and other organisations.
- (v) To develop credibility with the iwi of Te Rarawa, with government and its departments, with local councils, as well as with other Iwi Authorities.

APPENDIX B

For adoption on Incorporation by
TE RUNANGA O TE RARAWA

(Hereafter referred to as "the Runanga".)

RULESI FUNDS AND PROPERTIES

1. The funds and property vested in the Runanga shall be administered by the Runanga members in accordance with these rules.
2. All monies received shall be paid to the credit of the Runanga at such trading bank or savings bank as the Runanga members shall from time to time appoint and cheques on the bank account and other negotiable instruments shall be signed by two Runanga members or one Runanga member and the Secretary or the Treasurer. Endorsements of cheques and other negotiable instruments in favour of the Runanga shall be made by a Runanga member or by the Secretary or the Treasurer or such other person as may be appointed by the Runanga members.
3. Where it shall be made to appear to the Runanga members that any legacy endowments contributions or gift has been made in spite of or in ignorance or without full appreciation of the claim whether legal or moral of any person upon the duty or bounty of the testator or donor the Runanga members notwithstanding that the Runanga may have expressed its acceptance of such legacy endowment contribution or gift either wholly or in part may make such payment or gift of or out of the property comprised therein towards the satisfaction or relief of such claim as the Runanga members may in their absolute discretion think fit.
4. The Secretary or Treasurer shall have power to receive and give receipt for all legacies donations subscriptions or other monies bequeathed made given or lent to the Runanga members and every such property therein stated to have been received.
5. No part of the property or income of the Runanga shall be paid or transferred directly or indirectly by way of profit to any Runanga member PROVIDED THAT nothing herein contained shall preclude any payment to a Runanga member for services rendered or for goods supplied or by way of interest on monies borrowed from or by way of rent for premises let or leased to the Runanga by any Runanga members.

6. The Runanga may borrow from time to time at the discretion of the Runanga for the purposes of the Runanga from any person body or society whether incorporated or not any sum or sums of money on the security of all or ~~any of the Runanga's property real or personal assets and effects both present and future either under legal mortgages or charges with powers of sale and other usual powers or by any other securities of the Runanga or without security and generally on such terms and conditions as to rate of interest or otherwise as the Runanga thinks fit and the Runanga may also borrow money from the Runanga's bankers on overdraft or otherwise and with or without security.~~

II CONSTITUTION OF THE RUNANGA

1. The original Runanga members shall be the Trustees named in the Deed of Trust of which this Appendix "B" is an annexion who shall hold office until such time as a new Runanga is appointed in accordance with clause II.2(ii) hereof.

2.(i) The Runanga shall consist of two delegates from all marae in the rohe of Te Rarawa (unless increased pursuant to the provisions of clause II.3 hereof) and at least two delegates from recognised taurahere groups.

2.(ii) Each Te Rarawa marae and recognised taurahere group shall prior to each Annual General Meeting of the Runanga nominate two persons in accordance with the tikanga of the individual marae or recognised taurahere group to be the members on the Runanga. Such persons who may be of Te Rarawa descent or those who choose to be so identified as belonging to Te Rarawa and residing within the rohe of Te Rarawa shall be appointed as members and trustees of the Runanga at its Annual General Meeting for that year and hold office until appointment of members is made at the Annual General Meeting for the following year in accordance with this provision.

2.(iii) Where there is a vacancy on the Runanga a replacement member shall be nominated by the marae concerned (according to its tikanga) and shall hold office until the next Annual General Meeting.

2.(iv) The office of the Runanga member shall become vacant if:

-
- (a) ~~he or she shall resign office; or~~
- (b) he or she shall become of unsound mind; or
- (c) he or she shall be absent from New Zealand for a period of twelve months without obtaining leave of absence from the other Runanga members; or
- (d) he or she shall die; or
- (e) he or she fails to attend (and give reasonable explanation for not attending) three (3) consecutive Runanga meetings; or by a majority vote of the Runanga he or she is deemed to have failed to fulfil the duties of trusteeship.

III POWER OF RUNANGA MEMBERS

1. Runanga members shall be responsible for the management of all the affairs of the Runanga and may exercise all the powers and authorities conferred by these presents or by law and shall have the power to delegate the exercise of any of the powers and authorities to such executive officers as it deems fit to appoint. Such executive officers need not be Runanga members.

IV PROCEEDINGS OF RUNANGA MEMBERS

1. Subject to the subsequent provisions of this clause IV the Runanga members shall meet together regularly and no less than quarterly for the dispatch of business adjourn and otherwise regulate their meetings as they think fit.

2. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairperson shall have a second or casting vote. The chairperson or any five member maraes or recognised taurahere groups of the Runanga may at any time summon a meeting of the Runanga. It shall not be necessary to give notice of a meeting of the Runanga to any Runanga member for the time being absent from New Zealand.

3. The quorum necessary of the Runanga members for the transaction of the business of the Runanga will be half plus one of the affiliated maraes or recognised taurahere groups of the Runanga.

4. The continuing Runanga members may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by, or pursuant to the regulations of the Runanga as the necessary quorum of members the continuing member or members may act for the purpose of increasing the number of members to that number but for no other purpose whatsoever.

5. The Runanga members shall elect a chairperson of their meetings and a deputy chairperson and determine the period for which they are to hold office but if at any meeting either the chairperson or the deputy chairperson is not present within five minutes after the time appointed for holding the meeting the Runanga members present may choose one of their number to be chairperson of the meeting.

6. The Runanga members may at any meeting appoint two or more members of their body to be a committee for making any enquiry or for superintending or transacting any business but every act and proceeding of a committee shall be submitted to a meeting of Runanga members for approval. Any committee of Runanga members may co-opt for the purposes of consultation and advise persons who are not members of the Runanga and may terminate such co-optation.

7. A committee may elect a chairperson of its meeting and if no such chairperson is elected or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the meeting the Runanga members present may choose one of their number to be the chairperson of the meeting.

8. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Runanga members present and in the case of an equality of votes the chairperson shall have a second or casting vote.

members for the time being entitled to receive a notice of a meeting of Runanga members shall be as valid and effectual as if it had been passed at a meeting of Runanga members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Runanga members.

10. The financial year of the Runanga shall end on 31 March in each year.

11. In the month of July in each year or such other month as the Runanga may from time to time determine the Runanga members shall hold the Annual General Meeting of the Runanga. The business of the Annual General Meeting shall be:

- (i) To receive and consider the Annual Report; and
- (ii) to receive consider and adopt the audited income and expenditure account and balance sheet; and
- (iii) to appoint Runanga members; and
- (iv) To elect an Auditor; and
- (v) to consider any resolution notice of which shall have been given in writing to the Secretary at least 14 days before the date of the meeting.

12. A meeting of the Runanga members may be called at any time by direction of the chairperson or the members of any five member maraes or recognised taurahere groups represented on the Runanga and shall be called within 14 days after receipt by the Secretary of a requisition signed in that behalf.

13. Notice in writing of all meetings of Runanga members specifying the object or objects of such meeting shall be posted by the Secretary to the Runanga members at least 7 days prior to the date fixed for the holding of any meeting PROVIDED THAT by agreement of Runanga members notice may be given orally.

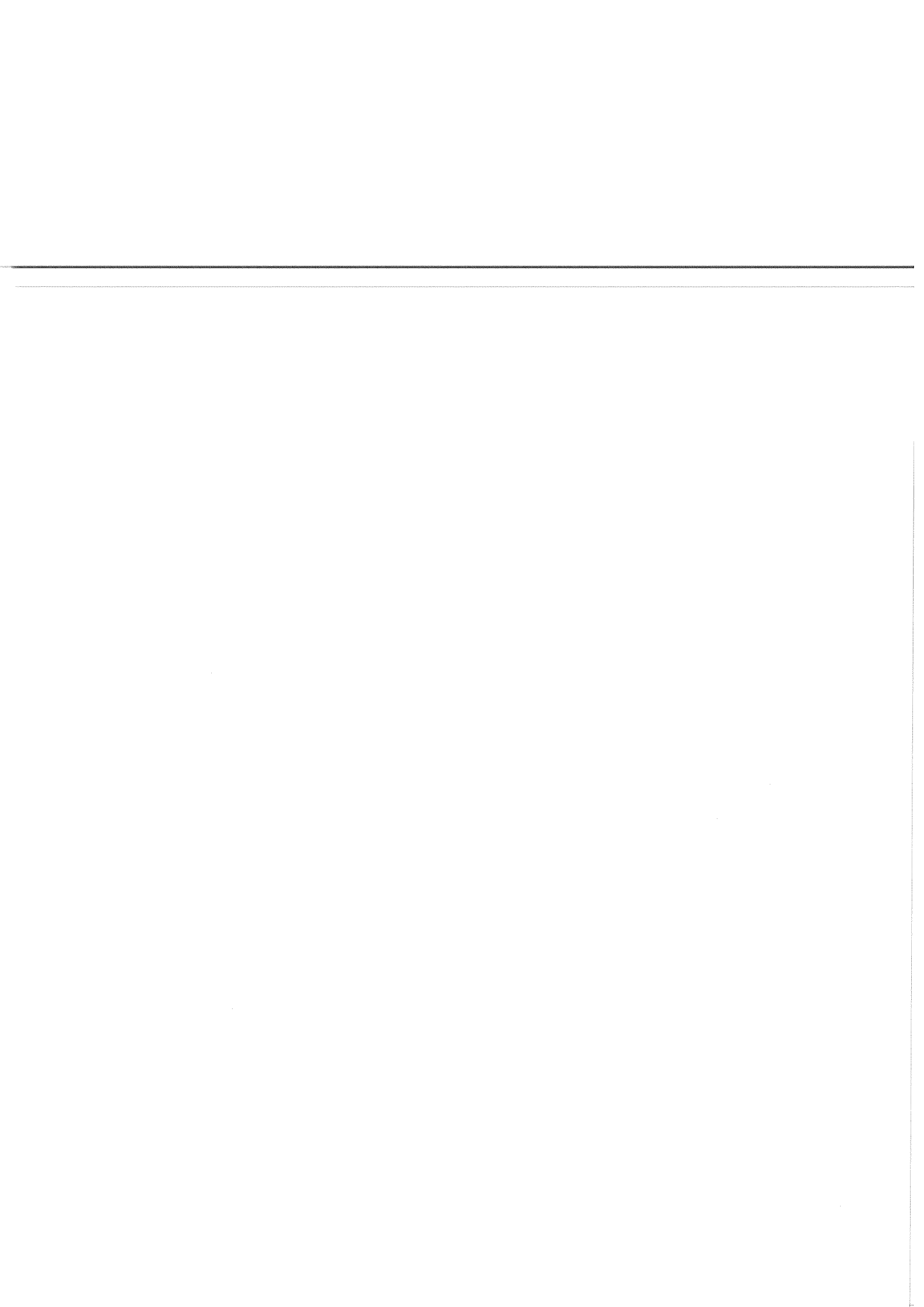
14. The Runanga shall in each year hold a hui to which all Te Rarawa people shall be invited to attend and it shall report on its activities and plans for the future. Notice of the hui shall be advertised in a daily newspaper circulating in the Tai Tokerau district four to six weeks prior to the date of the hui. This hui may be held at the same time as the Annual General Meeting.

15. Proxies. Where a member is unable to attend a meeting he may appoint a Te Rarawa person to speak on his behalf. Such appointment shall be in writing and may authorise the proxy to register the member's vote on any

16. Speaking Rights. Non-members (being those not appointed by proxy) may be given speaking rights by the chairperson but may not vote on any resolution put to such meeting.

V MINUTE BOOK

1. All proceedings of the Runanga shall be recorded in the form of minutes entered in a proper minute book.



VI SECRETARY AND TREASURER

1. A Secretary and Treasurer may be appointed by the Runanga members for such term at such remuneration and upon such conditions as they think fit and any Secretary and Treasurer so appointed may be removed by them.

VII THE SEAL

1. The Runanga members shall have the safe custody of the common Seal and the Runanga members may from time to time by resolution change alter or adopt any new such seal as they may deem proper. The Common Seal shall not be affixed to any document except by authority of the Runanga members previously given and shall be so affixed in the presence of two Runanga members who shall affix their signatures to every document so sealed.

VIII INDEMNITY

1. The Runanga members, Secretary, Treasurer and other officers if any shall be indemnified by the Runanga from and against all losses and expenses properly incurred by them in or about the discharge of their respective duties.

IX AUDITOR

1. The accounts of the Runanga shall be audited by a chartered accountant who shall not be a member of the Runanga and who shall be appointed annually by a majority of Runanga members.

X ALTERATION AND ADDITION TO THE RULES

1. These rules may be altered or added to at any meeting of the Runanga subject to the following conditions:

(i). Notice in writing of the proposed alteration or additions to the rules shall be given to each Runanga member.

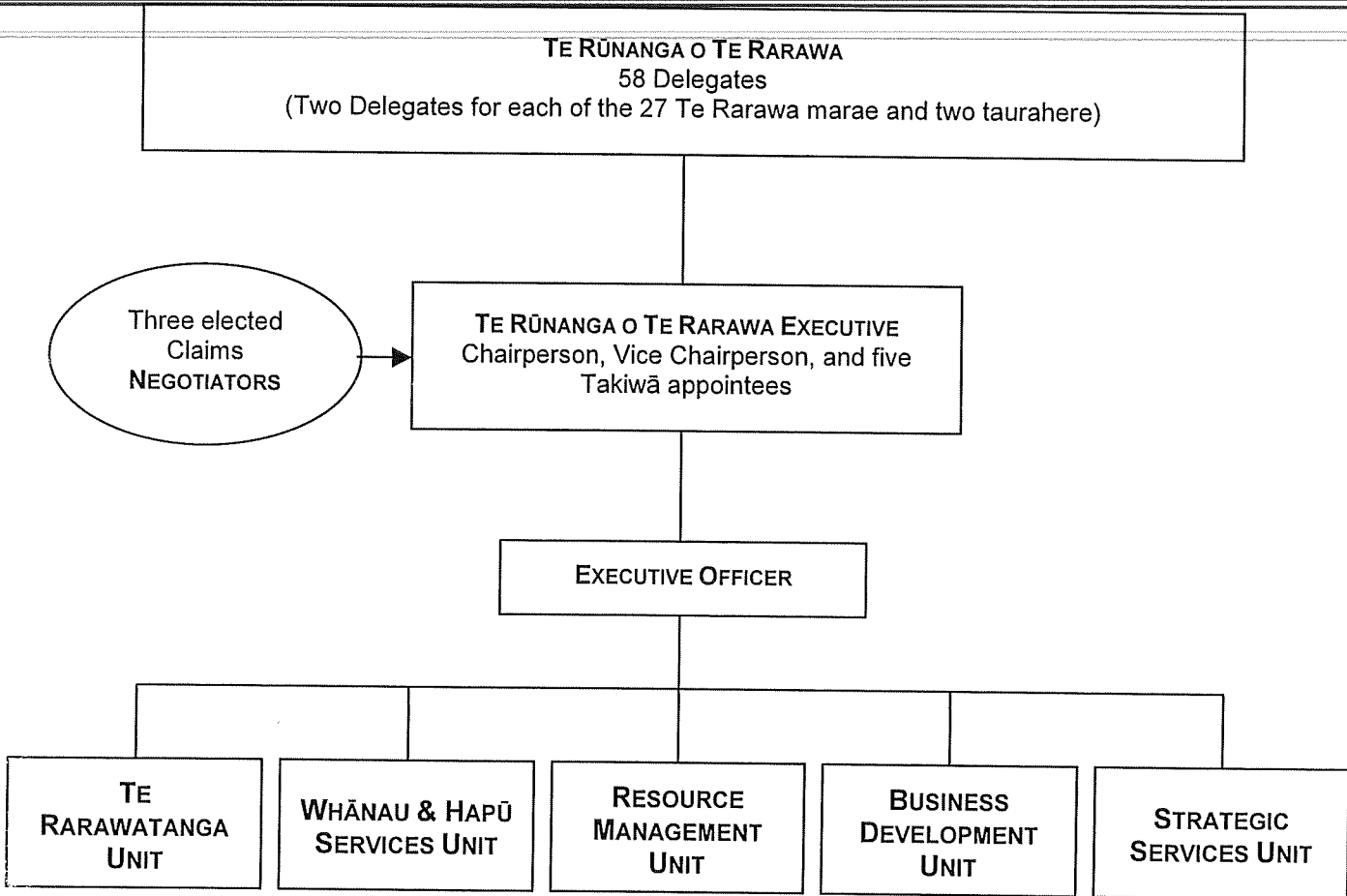
(ii). The meeting may amend any such proposals.

(iii). No resolution of any meeting shall affect any alteration or addition to the rules unless it be carried by a majority of, at least two-thirds of the Runanga members present at such meeting and entitled to vote; and if their number is not a multiple of three then the next higher whole number above the fraction shall constitute the majority.

(iv). That no rendition alteration amendment or addition to these rules shall be in conflict with any of the provisions of the objects of powers of the Runanga or the Charitable Trusts Act 1957.

APPENDIX 3

OPERATIONAL STRUCTURE OF TE RŪNANGA O TE RARAWA



COMPOSITION OF TE RARAWA NEGOTIATIONS TEAM

1. Mandate

Te Rūnanga o Te Rarawa has been recognised by the Crown as the mandated body on behalf of its constituents to enter into direct negotiations with the crown to settle Te Rarawa Historical Treaty Claims.

As a procedure to settling the Treaty claims Te Rūnanga o Te Rarawa have appointed three negotiators for the purpose of advancing Te Rarawa negotiations with the Crown and to begin the direct negotiations with the Crown representatives.

2. Role of Negotiators

The Negotiators are elected to a part-time role where they will be required to carry out their duties on an "as required" basis projected to be over a two-year period. The Negotiators are representing Te Rūnanga o Te Rarawa as the mandated body for the claim; ~~the Negotiators as a group do not hold the mandate personally.~~

3. Role of the Rūnanga Chairman

The Chairperson is automatically a member of the Negotiators Team to ensure that the negotiation process stays aligned to the Rūnanga and the Executive. The Negotiators are accountable to the Rūnanga through the Chairperson.

4. Role of the Rūnanga Executive Officer

The Rūnanga Executive Officer will play a pivotal role supporting the Negotiations Team to ensure that the necessary staffing and other resources are in place. All work required by the Negotiators, including the contracting of professional and other expert advice, will be arranged through the Executive Officer. The Negotiators will not have a staff or contract supervision role. The Executive Officer will have the right to attend and speak at any Negotiations Team meetings. The Executive Officer will not have voting rights.

5. Espousal to Negotiators Team

A Kahui Kaumatua group will be established by Te Rūnanga o Te Rarawa, through a process of involving kaumatua (inclusive of both gender) from each marae, to guide and assist the Negotiators in matters of tikanga relating to claim settlement.

6. Accountability

The Negotiators are directly accountable to Te Rūnanga o Te Rarawa, as the mandated body for the settlement of Te Rarawa historical claims, and will work in liaison through its Executive body, with the key contact being the Chairman and/or the Executive Officer.

7. Reporting and Consultation Process

The Negotiators shall:

- (a) be required to report to Te Rūnanga o Te Rarawa and its Executive body at the consecutive monthly meetings or as required. The reporting shall be in writing unless otherwise agreed by Te Rūnanga.
- (b) be required to report to Te Rūnanga o Te Rarawa and its Executive body and obtain sign-off for the following key milestones in the negotiations process:

1. Negotiations strategy and principles
2. Approval of terms of Negotiations
3. Approval of Post-settlement governance and management framework

4. Approval of draft Deed of Settlement

5. Approval of Ratification plan

- (c) be required to send representatives from their team to attend Rūnanga, hapu and taurahere hui, as required to ensure that Te Rarawa iwi whanui or its wider community are able to be directly informed and participate in the settlement process.
- (d) at all times ensure that their work is transparent to Te Rūnanga o Te Rarawa and its Executive body, taking into consideration constraints of confidentiality requirements.
- (e) liaison with the Kahui Kaumaatua where necessary and in particular to address matters of tikanga to claim settlement and cultural significance.

APPENDIX 4

**LETTER FROM MINISTER IN CHARGE OF TREATY OF WAITANGI NEGOTIATIONS
TO TE RŪNANGA O TE RARAWA**



Office of the
**Minister in Charge of Treaty of Waitangi
Negotiations**

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

18 MAR 2002

Gloria Herbert
Chairperson
Te Rūnanga o Te Rarawa
PO Box 361
KAITAIA

Tēnā koe Mrs Herbert

Re: Te Rūnanga o Te Rarawa Deed of Mandate

I wish to begin by acknowledging Te Rūnanga o Te Rarawa's tireless efforts in advancing Te Rarawa's historical Treaty of Waitangi claims. I recognise that the Rūnanga has expended considerable time and effort over the past several years in establishing a mandate to negotiate Te Rarawa's historical claims.

As you are aware, the Office of Treaty Settlements publicised the Rūnanga's Deed of Mandate to negotiate all of Te Rarawa's historical claims in November and December 2001 and invited submissions from interested parties. The decision to recognise a Deed of Mandate lies with the Minister of Māori Affairs and me, as Minister in Charge of Treaty of Waitangi Negotiations, and we have therefore given careful consideration to the Rūnanga's Deed of Mandate.

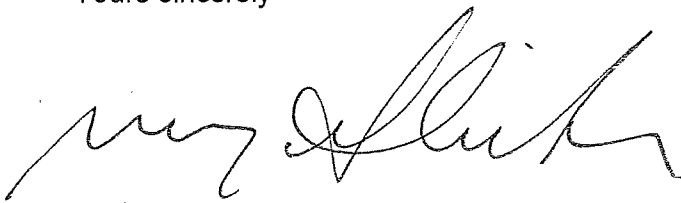
Having considered the Rūnanga's mandate, the Minister of Māori Affairs and I have come to the conclusion that the Rūnanga has considerable support from the claimant community and is an appropriate structure to represent all of Te Rarawa in the negotiation of Te Rarawa's historical Treaty claims. We are therefore pleased to recognise the mandate of the Rūnanga to represent the Te Rarawa people in direct negotiations with the Crown for the settlement of their historical Treaty claims, which is all claims relating to Crown acts or omissions prior to 21 September 1992. This recognition is subject to the Rūnanga continuing to maintain the support of the people Te Rarawa. We note that the Rūnanga is currently developing a process for the appointment and removal of negotiators and will inform the Crown when these processes have been agreed by the Te Rarawa people and put into place.

We understand that the Rūnanga has recently discussed with my officials the inclusion of the historical components of the Wai 262 claim, insofar as they relate to Te Rarawa, within its scope to negotiate all of Te Rarawa's historical Treaty claims. In order to be

consistent with Crown policy, the Crown's recognition of the Rūnanga's mandate is subject to the historical components of Wai 262 being covered by the proposed negotiations. I would like to confirm that settling the historical elements of Wai 262 within Te Rarawa's historical Treaty settlement would not preclude Te Rarawa's participation in a settlement of the contemporary elements of Wai 262, should there be such a settlement. I note that this is an issue that you may need to discuss internally and with my officials.

I wish to congratulate the Rūnanga on all the work that has gone into the achievement of this very important milestone. I look forward to the achievement of the next milestone in the negotiations process, which is the signing of the Terms of Negotiation, and to our next meeting on 28 March.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Margaret Wilson', written in a cursive style.

Hon Margaret Wilson
Minister in Charge of Treaty of Waitangi Negotiations