

**EXPECTATIONS
AND MATTERS FOR AGREEMENT**

**BY THE CROWN
AND
TE KOMITI NUI O NGĀTI WHAKAUE**

Te Komiti Nui o Ngāti Whakaue and Crown Expectations for Treaty Settlement Negotiations

1 Parties to these negotiations are:

1.1 Te Komiti Nui o Ngāti Whakaue, the mandated entity to engage with the Crown to negotiate a sustainable settlement for and on behalf of claimants and Ngāti Whakaue katoa; and

1.2 the Crown, represented by Te Tari Whakatau.

Purpose of this document

2 This document:

2.1 records the parties' expectations for negotiating the settlement of extant historical Treaty of Waitangi claims for Ngāti Whakaue; and

2.2 is not legally binding and does not create a legal relationship.

Objective of the Negotiations

3 The parties' objectives of these negotiations is to negotiate in good faith and via a principled approach a settlement of the historical claims of Ngāti Whakaue that:

3.1 is comprehensive, final, durable, and fair in the circumstances;

3.2 recognises the nature, extent and injustice of breaches of the Crown's obligations to Ngāti Whakaue under Te Tiriti o Waitangi / The Treaty of Waitangi and its principles and, where appropriate, acknowledges the effect of these breaches on the economic, social, cultural, and political well-being of Ngāti Whakaue.

3.3 provides a platform to assist Ngāti Whakaue to develop their economic base. In addition, the Crown acknowledges that Ngāti Whakaue may view the settlement as a means of enhancing their social, cultural, and political development;

3.4 enhances the ongoing relationship between the Crown and Ngāti Whakaue (both in terms of Te Tiriti o Waitangi / The Treaty of Waitangi and otherwise);

3.5 restores the honour of the Crown; and

3.6 demonstrates and records that both the Crown and Te Komiti o Ngāti Whakaue have acted honourably and reasonably in negotiating the settlement.

Actions Enabled by Final Settlement of All Claims

4 The final settlement of all the historical claims of Ngāti Whakaue will enable the:

4.1 release and discharge the Crown's obligations and liabilities in respect of those claims, notwithstanding any obligations which the Crown accepts as part of any final Deed of Settlement;

4.2 discontinuance of the Land Information New Zealand landbank arrangement for the protection of potential settlement properties for the benefit of Ngāti Whakaue;

4.3 removal, for the benefit of Ngāti Whakaue, of:

4.3.1 statutory protection for claims against the Crown;

4.3.2 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;

4.3.3 removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the historical claims of Ngāti Whakaue 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

4.3.4 discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to the historical claims of Ngāti Whakaue.

Matters Unaffected by Settlement

5 The settlement will not:

5.1 diminish or in any way affect any rights that Ngāti Whakaue have arising from Te Tiriti o Waitangi / The Treaty of Waitangi except to the extent that claims arising from those rights are settled;

5.2 extinguish or limit any aboriginal or customary rights that Ngāti Whakaue may have; or

5.3 have the effect of granting, creating, or providing evidence of any rights or interests under the Marine and Coastal Area (Takutai Moana) Act 2011, nor does it affect the ability of the iwi or hapū to make applications for recognition of protected customary rights or for customary marine title under the same Act, or pursue any other remedies available to them.

6 In addition, 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.

Definitions

7 The Crown’s understanding is that the Deed of Mandate for Te Komiti Nui o Ngāti Whakaue sets out:

7.1 that Te Komiti Nui o Ngāti Whakaue is the representative body mandated by Ngāti Whakaue; and

7.2 who Ngāti Whakaue is and the indicative scope of their historical Treaty of Waitangi claims.

- 8 The definition of Ngāti Whakaue and Ngāti Whakaue historical claims may be further developed by the Crown and Te Komiti Nui o Ngāti Whakaue during the negotiations for inclusion in the deed of settlement.
- 9 The Public Finance Act 1989 contains a definition of the Crown.

Other Matters

- 10 This document, and any negotiations held, do not bind the parties to reach a settlement. All agreements reached during negotiation are not binding on either party until and unless expressly provided for in the signed deed of settlement and settlement legislation
- 11 Te Komiti Nui o Ngāti Whakaue reserves the right to take any non-binding agreements at any stage back of these negotiations to Ngāti Whakaue for consideration and consent.
- 12 Crown guidance on the process for negotiations is set out in Healing the Past, Building a Future: A Guide to Treaty of Waitangi Claims and Negotiations with the Crown.

Matters for Agreement by Crown and Te Komiti Nui o Ngāti Whakaue

- 1 The Crown and Te Komiti Nui o Ngāti Whakaue (the parties) agree:
 - 1.1 negotiations will be on a "without prejudice" basis and will be conducted in good faith and a spirit of open communication;
 - 1.2 negotiations will be conducted privately and in confidence between parties unless the parties agree otherwise;
 - 1.3 to use their best endeavours to meet the objectives of these negotiations within a reasonable time;
 - 1.4 any agreement reached in the course of negotiations will remain confidential to the parties unless they agree otherwise;
 - 1.5 to make media statements only when mutually agreed;
 - 1.6 the Crown may be required by law to release information about the negotiations (for example, under the Official Information Act 1982);
 - 1.6.1 the Crown will consult with Te Komiti Nui o Ngāti Whakaue on any requests for information about the negotiations under the Official Information Act and prior to any proposed release
 - 1.7 they may agree to extend their confidential negotiations to include other interested groups:
 - 1.7.1 the extended negotiations can apply to some or all of the issues in the negotiation;
 - 1.7.2 other interested groups included in the extended negotiations will be expected to agree to the same obligations of confidence to join the negotiations;
 - 1.7.3 for example, the Crown and Te Komiti Nui o Ngāti Whakaue may agree to include one or more neighbouring groups in negotiations to jointly address common redress sought by the groups and the overlapping interests of the neighbouring groups;
 - 1.8 to ensure regular and appropriate internal communication procedures through the negotiations;
 - 1.9 Te Komiti Nui o Ngāti Whakaue will provide Te Tari Whakatau with reports on the state of its mandate every three months and OTS will advise Te Komiti Nui o Ngāti Whakaue of any correspondence it receives about the mandate of Te Komiti Nui o Ngāti Whakaue;
 - 1.10 During negotiations neither Te Komiti Nui o Ngāti Whakaue nor the registered claimants of Ngāti Whakaue will pursue any legal proceedings relating to the subject matter of these negotiations;

- 1.11 If Te Komiti Nui o Ngāti Whakaue or the registered claimants initiate any such legal proceedings, the Crown will consider its position and may withdraw from these negotiations; and
- 1.12 The Crown acknowledges that Te Komiti Nui o Ngāti Whakaue may seek to be a party to proceedings initiated by a third party before any court or tribunal about matters outside the scope of the negotiations. Te Komiti Nui o Ngāti Whakaue and the Crown record that their expectation is that nothing in these terms of negotiations shall prevent Te Komiti Nui o Ngāti Whakaue from participating in any such proceedings in order to protect the rights and interests of Ngāti Whakaue against such a third party or others;
- 1.13 Te Komiti Nui o Ngāti Whakaue agrees that it will provide the Crown 15 working days' notice before initiating, pursuing or joining such proceedings.

Overlapping Interests

- 2 The overlapping interests of all groups, either settled or unsettled, must be addressed to the satisfaction of the Crown before a deed of settlement is initialled. A non-exhaustive list of overlapping groups is provided at **Appendix 1**. As soon as practical, the Crown will provide a list of properties within the Ngāti Whakaue area of interest in respect of which there are existing rights of first refusal.
- 3 Redress negotiated as part of the deed of settlement may need to reflect the significance of an area or feature to overlapped groups. Non-exclusive redress instruments may be used.
- 4 The Crown will encourage Te Komiti Nui o Ngāti Whakaue to engage with neighbouring groups from the outset of negotiations to agree how any interests in overlapped areas should be provided for.
- 5 The Crown will assist Te Komiti Nui o Ngāti Whakaue by providing information on proposed redress items to groups with overlapped interests and facilitating discussions to resolve issues.
- 6 The Crown's preference is that groups decide between them how best to deal with overlapped interests. If this is not possible, a Ministerial decision that has observed and been made in accordance with the principles of natural justice as may be necessary.
- 7 Where the Crown is engaged in negotiations with claimant groups whose rohe overlap, the Crown will regularly update each mandated body on the progress of each negotiation (but will preserve any necessary confidentiality of information in those negotiations).

8 Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets or redress in which Te Komiti Nui o Ngāti Whakaue has also expressed an interest, the Crown, before finally offering the particular redress item or asset for inclusion in a settlement, will:

8.1 notify Te Komiti Nui o Ngāti Whakaue of the shared interest; and

8.2 facilitate a discussion between the relevant mandated representatives in order to attempt to resolve, at an early stage, any potential conflicts between claimant groups about the potential redress.

SIGNED THIS DAY OF 15 July 2025

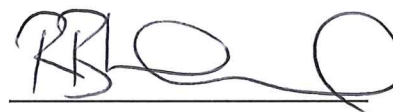
For and on behalf of the Crown:



Hon Paul Goldsmith

Minister for Treaty of Waitangi Negotiations

For and on behalf of Te Komiti Nui o
Ngāti Whakaue:



Rawiri Bhana

Chair

Appendix 1: Overlapping groups

The following is a list of settled and unsettled groups which the Crown is aware of having interests overlapping with the Ngāti Whakaue area of interest.

This list is non-exhaustive and does not preclude that other groups may be identified during the course of negotiations.

For avoidance of doubt, this list does not include other post-settlement entities representing in whole or part the interests of Ngāti Whakaue and which may also need to be engaged in developing redress.

- 1 Ngāti Awa
- 2 Ngāti Māhino
- 3 Ngāti Pūkiao
- 4 Ngāti Rangiteaorere
- 5 Ngāti Rangitahi
- 6 Ngāti Rangiwewehi
- 7 Ngāti Tūrangitukua
- 8 Ngāti Tūwharetoa
- 9 Ngāti Uenukukōpako
- 10 Ngāti Whakahemo
- 11 Raukawa
- 12 Tapuika
- 13 Tūhourangi
- 14 Waitaha