

Rules of [*Name of region*] Rohe
Negotiation Body

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Rules of [*name of region*] Rohe Negotiation Body

1 NAME OF COMMITTEE AND PRINCIPLES GENERALLY

- (a) The committee created by these rules shall be known as the [*name of region*] Rohe Negotiation Body ([] RNB).
- (b) The wairua of this document is based on shared whakapapa, whanaungatanga and kotahitanga. This should be borne in mind by all the parties at all times.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

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

Adult Member of Ngāpuhi means a Member of Ngāpuhi who is 18 years or older.

Chairperson means the Member elected as chairperson in accordance with clause 7.3.

Committee means the committee established by these rules.

Committee Property means all the assets and liabilities (if relevant) of the Committee, including income that is from time to time held by the Members on the terms of these rules.

company includes a corporation or other body corporate and a body of persons (whether incorporated or not).

Deed of Mandate means the Deed of Mandate submitted to the Crown by **Te Rōpū o Tūhoronuku**, comprising the original 31 March 2012 Deed of Mandate, the 5 July 2013 Addendum and the [20 December 2018] amended Deed of Mandate and *Mandate* refers to the Mandate arising under the Deed of Mandate.

Deputy Chairperson means the person elected as deputy chairperson in accordance with clause 7.4.

Elected Member means a Member elected in accordance with Schedule One.

Election Completion Date has the meaning given in Part A of Schedule One.

Executive Sub-committee means the committee described in clause 7.7.

MaNA means the charitable trust known as the Mandated **Ngāpuhi Authority established** by deed of trust originally made on 14 February 2014.

MaNA Negotiator means a negotiator appointed by MaNA to negotiate for **Ngāpuhi the commercial redress component of the comprehensive Ngāpuhi settlement of** historical claims for breaches of Te Tiriti of Waitangi 1840.

Member of Ngāpuhi means a person who affiliates to **Ngāpuhi** through descent from a primary ancestor of **Ngāpuhi** and affiliates to a marae or hapū within Te Whare Tapu O

Ngāpuhi or a person who is Whāngai and as further clarified in the claimant definition in the Deed of Mandate.

Members means the members for the time being of the Committee, being Members appointed under the provisions of Schedule One.

Ngāpuhi Negotiation Protocol means the deed between the Members, MaNA and the members of other Rohe Negotiation Bodies in the form set out in Schedule Two.

Ngāpuhi means the iwi comprising every person who is descended from a primary ancestor of **Ngāpuhi** and as further defined in the Deed of Mandate.

Ngāpuhi ki waho i te rohe member means a member of **Ngāpuhi** who normally resides outside the **Ngāpuhi rohe**.

person and words importing a person or persons include an individual, company, firm, organisation or trust and any state, government or governmental agency.

Private Notice has the meaning given in Part F of Schedule One.

property means any real or personal property of any kind or nature and includes any right or interest therein.

PSGE means a post-settlement governance entity.

Public Notice has the meaning given in Part F of Schedule One.

RNB Negotiator means a negotiator appointed and holding office under clause 6.

rohe hapū kaikōrero means a person appointed to be and holding current office as a member of a Rohe Negotiation Body.

rohe hapū means each of:

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

Rohe Negotiation Body or *RNB* means a rohe negotiation body established by Rohe Negotiation Body Rules to represent one of the rohe **hapū**.

Rohe Negotiation Body Rules means the rules validly adopted and applicable to a rohe **hapū** and in or substantially in the form of these rules.

Secretary means the officer of the Committee appointed in accordance with clause 7.5 of these rules.

Specified Number means **number of hapū in [name of region]** as specified in the Deed of Mandate (which number may, under the Deed of Mandate, be amended due to a valid Withdrawal).

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

Whangai means a person who does not affiliate to **Ngāpuhi** by descent from a primary ancestor of **Ngāpuhi** but who is adopted by a Member of **Ngāpuhi** pursuant to statute or in accordance with the *Tikanga ā Hapū* of **Ngāpuhi**

Withdrawal means, for a hapū, the circumstance described in paragraph 12 of Part A of Schedule One.

Working Day means the days Monday through Friday (inclusive), excluding any public holiday and the period from 24 December to 2 January (inclusive).

2.2 Interpretation

In these rules:

- (a) except as otherwise expressly provided by these rules, the powers or discretions as to the administration of the Committee or as to the distribution of the income and the capital of the Committee Property vested in the Members by any clause shall not in any way be limited or restricted by the interpretation of any other clause;
- (b) unless the context otherwise requires:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) words importing one gender include the other genders;
 - (iii) words denoting natural persons include companies;
 - (iv) references to a statute shall be deemed to be references to that statute as from time to time amended or re-enacted or substituted;
- (c) headings have been inserted for guidance only and shall not be deemed to form part of the context of these rules; and
- (d) these rules include the Schedules.

3 COMMENCEMENT OF FULL OPERATIONS

The Committee shall not perform any functions until at least sixty-five percent (65%) **of the Specified Number of Hapū in [name of region]** have appointed a Member under Schedule One.

4 MEMBERS

4.1 Number of Members

The number of Members shall not be fewer than 65% of the Specified Number nor more than the Specified Number.

4.2 Composition of Members

The Members shall be, from the Election Completion Date, the Members appointed under the provisions set out in Schedule One.

4.3 Application of Schedule One

The appointment of persons as Members is governed by Schedule One.

4.4 Exclusions to eligibility as Member

A person may not be appointed or hold office as a Member who:

- (a) is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992;
- (b) commits an act of bankruptcy or is an undischarged bankrupt;
- (c) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Member;
- (d) ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005; or
- (e) would, if a director of a company subject to the Companies Act 1993, cease to be eligible to be a director; or
- (f) is appointed as a Negotiator under clause 6.1.

4.5 Period of office of Members

Members shall hold office until they cease to hold office in accordance with clause 4.6.

4.6 Cessation of office of Member

Any person shall cease to be a Member if he or she:

- (a) is required to retire from office in accordance with the triennial rotation requirement in Part B of Schedule One;
- (b) resigns as a Member by giving notice in accordance with clause 4.8;
- (c) fails or neglects to attend three consecutive meetings of the Members without leave of absence, unless it appears to the other Members at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance;
- (d) satisfies one or more of the criteria in clause 4.4;
- (e) dies;
- (f) **is replaced by their hapū;** or
- (g) **is a Member elected to represent a hapū that has undergone a Withdrawal.**

4.7 Date of cessation

The Member concerned shall cease to hold office:

- (a) in the case where clause 4.6(a) applies, on the date specified in Schedule One;
- (b) in the case where clause 4.6(b) applies, on the date the notice of resignation is received;
- (c) in a case where clause 4.6(c) applies, from the end of the first meeting of Members after that Member's third consecutive absence without leave; and
- (d) in all other cases, from the date on which the Committee was notified in writing of the relevant fact together with such evidence as the Members may reasonably require.

4.8 Resignation of Member

A Member may, upon direction **by their hapū or for personal reasons**, resign by giving notice in writing to the other Members or to the Secretary of the Committee. Upon the receipt of such notice the Member so resigning shall cease to be a Member of the Committee, except as to the acts and deeds necessary for the proper vesting of the Committee Property in the continuing or new Members, which acts and deeds shall be done and executed at the expense of the Committee.

4.9 Effect of removal of Member

Upon the removal of a Member from office, that person so removed shall cease to be a Member of the Committee, except as to the acts and deeds necessary for the proper vesting of the Committee Property in the remaining Members which acts and deeds shall be done and executed at the expense of the Committee.

4.10 Filling Vacancies

Where a Member ceases to hold office, the vacancy shall be filled in accordance with the relevant provisions of Schedule One.

5 OBLIGATIONS AND POWERS OF COMMITTEE

5.1 Obligations

The Members shall be obliged to adhere to these rules and the **Ngāpuhi Negotiation Protocol**.

5.2 Specific duties

The Members will be responsible for performance of the following specific tasks:

- (a) to review and adopt these rules;
- (b) appointing and replacing, under the rules set out in the MaNA trust deed, any members representing [*name of region*] on MaNA;
- (c) to represent [*name of region*] in the negotiation of the historical claims in respect of Te Tiriti o Waitangi 1840;

- (d) appointing of the RNB Negotiators under clause 6 to negotiate, for ratification by **the hapū of the [name of region]**:
 - (i) the redress for the [name of region] for breaches of Te Tiriti o Waitangi, as part of the comprehensive **Ngāpuhi settlement of** historical claims for breaches of Te Tiriti;
 - (ii) **the process of agreeing the allocation amongst the rohe hapū of the commercial redress negotiated by the MaNA Negotiators in relation to the comprehensive Ngāpuhi settlement;**
 - (iii) the timing for the negotiation (if any) **of Te Wakaputanga and Ngāpuhi not ceding sovereignty;** and
 - (iv) constitutional transformation **of the relationship between Ngāpuhi hapū, the PSGEs for the rohe hapū** or a combination of those entities with the Crown and local government;
- (e) overseeing the negotiations undertaken by the RNB Negotiators;
- (f) provision of technical and legal advice and other support to the RNB Negotiators;
- (g) appointing and overseeing the Executive Sub-committee;
- (h) managing and administering claimant funding received by the Members;
- (i) enter into and compliance with the obligations imposed on the Members under the **Ngāpuhi** Negotiation Protocol;
- (j) creating a Committee database; and
- (k) work with the other RNBs on matters of shared interest.

5.3 Powers: generally

Subject to clause 5.1 and 5.2, to achieve the purposes of the Committee the Members shall have in the administration and management of the Committee Property all the rights, powers and privileges of a natural person, and, subject always to the trusts imposed by these rules, may deal with the Committee Property as if the Members were the absolute owners of and beneficially entitled to the Committee Property, and accordingly, in dealing with the Committee Property or acting as Members of the Committee the Members may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees.

5.4 Principles

The Members shall **be accountable to the hapū of [name of region]**.

- (a) exercise their powers in the spirit of consultation with and empowerment of the **whānau, hapū and marae of Ngāpuhi;**
- (b) make decisions consistent with the Tikanga **ā Hapū of Ngāpuhi, sound policy** advice, and proper meeting procedures; and

- (c) appoint, monitor, oversee and hold accountable any officers, managers and employees of the Committee who may be required to administer the Committee's policies, staff, or operational activities.

6 APPOINTMENT AND ROLE OF NEGOTIATING TEAM

6.1 Appointment of Negotiators

The Members shall appoint and can remove and replace up to three negotiators to represent [*name of region*] in negotiating the matters referred to in clause 6.3 as part of the comprehensive **Ngāpuhi** settlement with the Crown for breaches of Te Tiriti o Waitangi 1840. Appointment, dismissal or replacement of a RNB Negotiator shall require a majority resolution at a meeting of Committee in accordance with clause 7.2.

6.2 Member may not be a Negotiator

A Member may not be a Negotiator. To avoid doubt, a Member may be appointed as a Negotiator, but must resign as a Member on appointment as a Negotiator.

6.3 Role of Negotiators

The Negotiators shall be responsible for:

- (a) negotiating and agreeing for the [*name of region*] and in conjunction with the RNB Negotiators for other RNBs, the timing for the negotiation of Te Wakaputanga and **Ngāpuhi** not ceding sovereignty, which timing could range from this being the first and only issue to be discussed, through to discussing it as a part of all negotiations, through to not discussing it at all;
- (b) negotiating and agreeing constitutional transformation which defines the relationship between **Ngāpuhi hapū or RNBs and the Crown and local government** (including Crown and local government-influenced entities) which ensures that at **the very least a partnership and power sharing with hapū** through their RNB or a collective of RNBs or all RNBs. This could include negotiating and agreeing accords between RNBs (and perhaps collectives of RNBs or all RNBs) with government ministers, government agencies, councillors (regional/local) and key government or council-influenced entities;
- (c) negotiating and agreeing historical and cultural redress for [*name of region*] for breaches of Te Tiriti o Waitangi 1840;
- (d) discussing with the MaNA Negotiators and the RNB Negotiators for other RNBs and confirmed by agreement with the MaNA Negotiators and the RNB Negotiators for other RNBS:
 - (i) either an agreed commercial redress allocation prior to settlement, an agreed allocation of commercial redress process to be implemented after settlement or an agreed allocation of commercial redress by a combination of those matters; and
 - (ii) **how this is reinforced in PSGEs' constitutions, the deed of settlement and the settlement legislation;**

6.4 Accountability

The Negotiators shall:

- (a) be fully accountable to, and take their instructions from, the Members;
- (b) report monthly, or more regularly as required by the Members, in writing on the progress of settlement negotiations for distribution through the Executive Sub-committee to the Members and **the hapū of the [name of region]**.

7 MANAGEMENT OF THE COMMITTEE

7.1 General

- (a) The Members shall have the absolute management and entire control of the Committee Property.
- (b) The Members may from time to time appoint, remunerate and dismiss officers or employees of the Committee.
- (c) Any individual, whether or not a Member, may be appointed as an officer or employee of the Committee.
- (d) The Members may appoint an incorporated or unincorporated entity to provide services to the Committee.
- (e) The office of the Committee shall be at such place as the Members from time to time may decide.

7.2 Meetings of Members

- (a) The Members shall meet to conduct business at such intervals as the Members may decide but not less frequently than twelve times in each year.
- (b) In addition, a special meeting of Members may be convened at any time:
 - (i) by any Member **by giving at least five Working Days' notice with the support of a majority of Members;** or
 - (ii) by the Chairperson or Deputy Chairperson **by giving at least 48 hours' notice.**

Such notice shall be given by letter posted, faxed or emailed to each Member and shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.

- (c) The Members may invite to a meeting whatever other person or persons as the Members may decide will assist with their deliberations.
- (d) Except as expressly provided otherwise by these rules any matter requiring decision at a meeting of the Members shall be decided by a simple majority of the Members personally present and voting on the matter.
- (e) In the event of an equality of votes the Chairperson shall have a second or casting vote.

- (f) Except as expressly provided otherwise by these rules, a resolution may be passed in relation to any matter by Members confirming their agreement in writing, by facsimile, by email, or by other equivalent means. Any such resolution shall be as valid and effectual as if it had been passed at a meeting of the Members duly convened and constituted. In relation to such a resolution:
 - (i) notice of the proposed resolution shall be given in writing, by facsimile, by email, or by other equivalent means to each Member; and
 - (ii) the resolution must be supported by 75% of Members or, if higher, the number that would have been required to support the resolution at a meeting of all the Members.
- (g) The quorum for a meeting of Members shall be a majority of the Members then holding office.
- (h) The contemporaneous linking together of the Members by telephone or other electronic means of communication shall constitute a meeting of the Members and the provisions of this clause as to meetings of the Members shall apply to such meetings provided the following conditions are met:
 - (i) each Member shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) each of the Members taking part in the meeting must be able to hear each of the other Members taking part during the whole of the meeting;
 - (iii) at the commencement and conclusion of such meeting the chairperson must call upon each Member to acknowledge their attendance;
 - (iv) a Member may not withdraw from such a meeting unless that Member has previously obtained the express consent of the Chairperson of the meeting to do so; and
 - (v) a Member shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Member has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (i) Minutes of the proceedings of all meetings of the Members shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.
- (j) Each of the Members shall be entitled to nominate another Member to act in his or her place at a meeting of the Members, provided that no such nomination shall be permitted for more than two consecutive meetings of the Members unless the other Members consent to the nomination of an alternative at any subsequent meeting. The nominating Member is liable for acts or omissions of his or her alternative, albeit that both the alternative and the nominating

Member shall have the benefit of clauses 10.1 to 10.3 in respect of any acts or omissions of the alternative.

7.3 Chairperson

- (a) The Members shall elect one Member to act as Chairperson for a one year term.
- (b) The process for nominating a Member for Chairperson is as follows:
 - (i) when the position of Chairperson is vacant or will soon be vacant, the Members shall agree a date for the meeting of Members to elect the Chairperson;
 - (ii) the Members shall themselves nominate and second candidates for the position of Chairperson;
 - (iii) the Members shall elect a Chairperson from the nominations;
 - (iv) there shall be no restriction as to the number of times that a person is eligible for reappointment as Chairperson; and
- (c) where the Member who has been appointed as Chairperson is required to retire from office, that Member shall cease to be the Chairperson. However, if that Member is immediately re-elected or reappointed, he or she shall continue as Chairperson for the remainder of his or her term.

7.4 Deputy Chairperson

The Members may also elect one Member to act as Deputy Chairperson either as the need arises or from year to year. In the absence of the Chairperson, the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

7.5 Secretary

The Members shall appoint a Secretary from time to time who may be one of their number or may be honorary, or may be a full-time or part-time employee of the Committee.

7.6 Delegation of powers: generally

- (a) The Members may delegate to any person or committee, whether or not a Member or Members, such of the powers of the Members as the Members may decide, including the power to execute the **Ngāpuhi** Negotiation Protocol.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of these rules and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Members may revoke wholly or partly any delegation of the powers of the Members at any time.
- (d) Subject to any directions given by the Members, any person or committee to which any powers of the Members have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.

- (e) The Members may, in delegating the powers of the Members, provide restrictions or rules by or within which such delegated powers are to be exercised.

7.7 Delegation of powers: Executive Sub-committee

- (a) The Members will appoint, and can remove and replace, by majority resolution an executive committee to perform certain functions.
- (b) The Executive Sub-committee will be composed of:
 - (i) [**one per every 4 hapū in the region**] of the Members; and
 - (ii) **two kaumātua or kuia of the [name of region]** who are supported by their hapū; and
 - (iii) one **Ngāpuhi ki waho** i te rohe and who [affiliates] with the [name of region].
- (c) The Executive Sub-committee will be responsible for:
 - (i) day-to-day administration of the Committee; and
 - (ii) provision of legal and technical advice to the Negotiators; and
 - (iii) overseeing accountability of the Negotiators under clause 6.4; and
 - (iv) assisting the Members with implementation of the Withdrawal process of **a hapū of [name of region]** that decides to withdraw from participation in the Committee.

7.8 Bank account

The Members shall keep an account or accounts at such bank or banks as the Members may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Member) as the Members may decide.

7.9 Committee records

The Members shall keep sufficient records of:

- (a) receipts of funds by the Committee;
- (b) the application of the Committee's funds;
- (c) such records as are required to be kept for the claimant funding management plan in accordance with the Crown Claimant Funding Policy Guidelines; and
- (d) any other matters that are required from time to time by Inland Revenue or other government body, in order to qualify for any relevant exemptions from tax or duty.

7.10 Disclosure of interest

Any Member who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Committee is or may be in any way concerned or involved shall disclose the nature and extent of that Member's interest to the other Members, and shall not take part in any deliberations or decision of the Members concerning any matter in which that Member is or may be interested other than as a Member of the Committee, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision. However, no Member will be interested in a matter where that Member is a member of an iwi, hapū, marae or whanau and where his or her interest is not different in kind from the interests of other members of that iwi, hapū, marae or whanau.

8 DISPUTES PROCEDURE

8.1 Resolution of disputes: initially

The Members and Negotiators will act in good faith and take all reasonable steps to resolve internally any dispute that may arise in connection with negotiations and the settlement process **in accordance with the Ngāpuhi Negotiation Protocol**:

- (a) between the Members;
- (b) between the Members and the Negotiators;
- (c) between the Negotiators and any of the RNB Negotiators for other RNBs;
- (d) between MaNA and any of the Negotiators; or
- (e) between MaNA and the Members.

8.2 Resolution of disputes: Subsequent process

Disputes which cannot be resolved will be referred to the Members and the following process shall be adopted:

- (a) written notice of the dispute, setting out in detail the nature of the dispute and the affected parties, will be posted to the Members within 20 Working Days of the dispute arising;
- (b) consideration of the notice will be given at the next meeting of Members following receipt of the notice;
- (c) the Members shall contact the affected parties and, if appropriate, assist in convening a hui to resolve the dispute;
- (d) the Members will also determine whether the dispute requires further action, including referral to **kaumātua** and kuia to assist in resolution;
- (e) if still unresolved, the dispute will be referred to an independent mediator appointed by the Members.

8.3 Election processes

If a dispute about the validity of an election or appointment process conducted under Schedule One cannot be resolved under clause 8.1 or 8.2, the Members shall determine the issue. Their decision shall be final and binding.

9 ACCOUNTABILITY

9.1 General

The Members are **accountable to Ngāpuhi** of the [*name of region*].

9.2 Specific requirements for accountability to **Ngāpuhi of** [*name of region*]

The Members will:

- (a) arrange for hui at least four times a year with **Ngāpuhi of** [*name of region*] to report on the progress of negotiations by the Negotiators and by MaNA;
- (b) provide a monthly written report to **Ngāpuhi of** [*name of region*] on the progress of negotiations by the Negotiators. The report will cover:
 - (i) progress against agreed work-plans;
 - (ii) progress on negotiations; and
 - (iii) Mandate maintenance; and
- (c) take reasonable steps to compile a contact list and register for members **of hapū** of [*name of region*] for the purposes of reporting and accountability generally; and
- (d) provide to relevant Members information specifically tailored to:
 - (i) **kaumātua or kuia of** [*name of region*]; and
 - (ii) **Ngāpuhi** ki waho o te rohe who come from the [*name of region*]; and
- (e) generally communicate with **Ngāpuhi of** [*name of region*] through any one or more of:
 - (i) **hui-ā-hapū**;
 - (ii) newsletters posted on websites;
 - (iii) email networks;
 - (iv) social media;
 - (v) **takiwā or trust boards**; and
 - (vi) tribal or rohe committees.

9.3 Circulation of reports

All written reports from the Members will be distributed to all relevant marae and **hapū** leadership of [*name of region*] and any member **of a hapū of** [*name of region*] that the Members have contact details for.

9.4 Specific requirements for accountability to the Crown

The Members will:

- (a) provide quarterly Mandate maintenance reports to the Crown covering the Committee's own Mandate maintenance; and
- (b) agree to follow Crown policy requirements regarding financial accountability, including in particular Crown Claimant Funding Policy Guidelines. Monthly reporting requirements will include a report on claimant funding expenditure receipts and application.

10 LIABILITY AND INDEMNITY OF MEMBERS

10.1 No liability of Members, with exceptions

No Member shall be liable for any loss to the Committee Property not attributable to that Member's own dishonesty or to the wilful commission or omission by that Member of an act known by that Member to be a breach of duty. No Member shall be bound to take any proceedings against another Member for any breach or alleged breach of duty committed by such other Member.

10.2 Indemnity of Members

Each Member shall be entitled to a full and complete indemnity from the Committee Property for any personal liability which that Member may incur in any way arising from or in connection with that Member acting or purporting to act as a Member of the Committee, provided such liability is not attributable to that Member's own dishonesty or to the wilful commission or omission by that Member of an act known by that Member to be a breach of trust.

10.3 Insurance

The Members may take out appropriate insurance to indemnify and protect the Members and officers of the Committee and may meet the costs of doing so from the income and/or capital of the Committee as they see fit.

11 WINDING UP OF COMMITTEE

If at any time the Members decide that the purpose of the Committee has been fulfilled or for any reason it is no longer practicable or desirable to carry out the purposes of the Committee, then the Members may, by a resolution, decide to wind up the Committee.

12 ALTERATION OF RULES

12.1 General

The Members may, by a resolution supported by 75% of those Members who are entitled to attend and who are present, revoke, vary, or add to any of the provisions of these rules.

12.2 Specific

Without limiting the generality of clause 12.1, any such alteration to the rules may relate to:

- (a) a decision of the Members to convert the Committee into trustees of a trust, with a trust deed that incorporates the terms of these rules (with any necessary changes); or
- (b) compliance with funding rules imposed by either the Crown Forestry Rental Trust or the Crown; or
- (c) **better reflect hapū rangatiratanga.**

13 NOTICE

Any notice to be given to the Committee may be given in writing by:

- (a) delivering or posting a copy to the registered office of the Committee; or
- (b) delivering a copy, including by way of facsimile or email, to the Chairperson or Secretary of the Committee.

SCHEDULE ONE – COMPOSITION OF COMMITTEE

Part A: Rohe **hapū kaikōrero** representatives for [*name of region*]

- 1 The Committee **will comprise one hapū kaikōrero representative for each hapū in** [*name of region*].
- 2 Nominations must be called for by 30 January 2019 for appointment of **hapū kaikōrero for all of the hapū of Ngāpuhi** listed in the Deed of Mandate, regardless of whether a **hapū kaikōrero has already appointed to represent a hapū**, and may be called for a **hapū by any one or more members of the hapū**.
- 3 A copy of the notice calling for nominations will be provided to the Office of Treaty Settlements for publication purposes and will be publicised by:
 - (a) Public Notice; and
 - (b) **sending to all current hapū kaikōrero of Ngāpuhi; and**
 - (c) sending to all marae listed in the Deed of Mandate.
- 4 The call for nominations will be open for at least 21 days.
- 5 A nomination must be made by and any nominee must be an Adult Member of **Ngāpuhi from the relevant hapū**.
- 6 If no nomination is received **from a hapū but a hapū kaikōrero already exists for the hapū, that hapū kaikōrero will become a hapū kaikōrero Member for that hapū**.
- 7 If no nominations are received **from a hapū and no hapū kaikōrero already exists for the hapū, there will be no hapū kaikōrero Member for that hapū**.
- 8 If one or more nominations are received for a **hapū kaikōrero Member of a particular hapū, a hui-ā-hapū must be held to confirm that hapū kaikōrero Member appointment. Hui-ā-hapū must be notified to the relevant hapū through the same means noted above for call of nominations at least 21 days prior to the hui-ā-hapū. The first item of business of the hui-ā-hapū must be to determine the Tikanga ā Hapū** by which the nomination will be confirmed. A record of the hui-ā-hapū **must be kept including a record of the outcome of a vote (if any)**. This record must be provided to the Office of Treaty Settlements within 7 days of the hui-ā-hapū.
- 9 Nominations and hui-ā-hapū in this initial period must be complete by 30 March 2019. The actual date of completion will be the Election Completion Date.
- 10 **Where a hapū kaikōrero Member is not appointed by 30 March 2019 through the initial appointment process or any hapū kaikōrero Member ceases to hold office under clause 4.6(b) to 4.6(f), any hapū member may request the Members to call for nominations. If the Committee is not an Active RNB, hapū members may make the request to MaNA. The Members or MaNA (as the case may be) must conduct the nomination and appointment process in a similar manner to the process described earlier in this Part A of this Schedule One.**

- 11 Disputes in relation to the **hapū kaikōrero** Members appointment process will be dealt with under clause 8.
- 12 **If a hapū decides to withdraw from participation in the Committee under the process set out in the Deed of Mandate, any Member representing that hapū will cease to be a Member.**

Part B: Retirement and replacement

- 1 A **hapū kaikōrero** Member will cease to hold office if any of clause 4.6(b) to 4.6(d) applies.
- 2 All Members then in office will be required to retire, but will be eligible for reappointment, at three-yearly intervals if the Committee continues to be an Active RNB. The first such rotation date will be 31 March 2022 and subsequent rotation dates will be at each succeeding third anniversary.
- 3 The appointment process for replacement **hapū kaikōrero** Members, whether to fill a casual vacancy or at the time of the triennial rotation, will be as set out in Part A administered by the then current Members or, if the Committee is not an Active RNB, MaNA.

Part C: General Member appointment and replacement process principles

- 1 The following general principles apply to the process of appointing Members.
- 2 All nominees for **hapū kaikōrero** Member positions must:
 - (a) accept that the Members will hold the mandate to negotiate the redress specified in clause 6.3;
 - (b) agree to a police vetting check should an eligibility dispute arise and credible prima facie evidence is provided that shows the nominee does not meet the nominee criteria and/or legislative requirements;
 - (c) accept their nomination by completing the official nomination form;
 - (d) be an Adult Member of **Ngāpuhi** and provide their Te Rūnanga-Ā-Iwi-O-**Ngāpuhi** registration number or signed verification by a **Ngāpuhi kaumātua or kuia confirming their Ngāpuhi descent and whakapapa;**
 - (e) agree to become a **hapū kaikōrero** Member; and
 - (f) agree that they will not be a Negotiator or a MaNA Negotiator unless they resign as a **hapū kaikōrero** Member.
- 3 The Members or MaNA (whichever is managing the appointment process) will confirm all appointees as **hapū kaikōrero** Members at a hui-ā-hapū, **where possible, or by Private Notice**. All appointments will be publicised by Public Notice and on the MaNA website.
- 4 For the purpose of these rules, *Public Notice* shall mean distribution through the **relevant hapū membership database (if any), advertising in national and provincial newspapers and advertising on the MaNA website.**

- 5 If a Public Notice is published to advise of a hui-**ā-hapū** where voting will take place, it must contain notice of the voting period.
- 6 For the purposes of this Schedule, *Private Notice* shall mean a notice sent in writing or email to the recipient.
- 6.1 All appointment and replacement records will be retained for at least four years.

SCHEDULE TWO – FORM OF **NGĀPUHI** NEGOTIATION PROTOCOL DEED