

## CONFIDENTIAL

### Report on New Proposal for Ngapuhi Treaty Settlement Negotiations

**To:** Hon Andrew Little, Minister in Charge of Treaty of Waitangi Negotiations (Minister), Sonny Tau and Hone Sadler for the Tuhoronuku Mandated Iwi Authority (TIMA) and Rudy Taylor and Pita Tipene for Te Kotahitanga o Nga Hapu o Ngapuhi Taiwhenua (TKT) (the Principals)

**From:** David Tapsell (for the Minister), Jason Pou (for TKT) and Willie Te Aho (for TIMA) (Advisors)

**Date:** Friday 15 June 2018

#### Instructions

On Monday 11 June 2018 the Advisors were formally instructed by the Principals to:

- (i) Work through details of the model presented by David Tapsell as set out in the 13 May 2018 PPT (PPT) and the file note of Jason Pou dated 6 June 2018 (File Note) attached Appendix One and Two;
- (ii) Come up with messages to deliver to the people about the model; and
- (iii) Put together some thoughts about what a transition/implementation process might look like.

The Advisors met in Rotorua on Wednesday 13 and Thursday 14 June to discuss the relevant issues and hereby provide a report (**Report**) for the Principals consideration at their next hui.

#### Executive Summary

In terms of issue (i), and for the reasons set out in this Report, the Advisors consider that the process and structure set out in the PPT, as further explored in the File Note and expanded in this Report, (**New Proposal**) forms a sound basis on which the Settlement negotiations can commence with Ngapuhi.

Recommendations in respect of matters (ii) and (iii) are provided on page 6 of this Report. In terms of (ii) we suggest that the key messages are essentially those in Appendix Three and Appendix Four.

There was only one material matter that we were not able to agree on which will require your attention. That is discussed on page 2. That issue will need to be resolved by the Principals before matters can proceed but for completeness we have discussed a range of important next steps that can occur once that final issue is resolved.

#### Introduction

The PPT evolved out of a range of prior meetings between the Principals.

We do not repeat what is set out in the PPT itself rather our focus is on what we understand are the key issues.

Each Advisor notes its own clients willingness to proceed to Settlement negotiations as soon as reasonably practicable and that compromise is required on all sides to enable movement forward.

### **Hapu Rangatiratanga – In the Negotiations**

In our view a different expression of hapu rangatiratanga and what that means in both the Negotiations and PSGE world is fundamental to enable movement forward with Ngapuhi. We believe that can be achieved with the New Proposal.

Page 9 of the PPT illustrates how this could occur in both the Negotiations and PSGE context.

While not repeating all of that detail here we do make a number of overall observations including that the New Proposal will likely require a change in Crown policy at various levels. Our Report assumes that those changes and any necessary Ministerial and/or Cabinet approvals will be forthcoming.

The proposed negotiation structure in the PPT places ultimate decision making in the hands of the hapu. A unique feature here is that there will be 5 (possibly 6, see page 3) Regional Negotiation Bodies that negotiate directly with the Crown over cultural properties, historical account and cultural putea.

For the commercial redress negotiations the Crown have been clear that this needs to occur centrally on behalf of all Ngapuhi. The Crown recognises the mandate of TIMA but acknowledges the difficulty of proceeding to commercial redress negotiations as matters stand.

We considered various options to overcome this but were unable to reach agreed recommendations on every issue. This was the only area where we could not reach full agreement.

One option put forward was that a new negotiator group be established consisting of 5 appointees from TIMA and 5 appointees from the 5 new regional negotiation bodies. We were unable to reach agreement on this.

We did agree that a repopulation of the Te Whare Tapu o Ngapuhi hapu members would go a long way to building trust and enabling a refresh. Further we recommend that that should logically occur as part of the process of establishing the regional negotiation bodies *Stage Four Appendix Four*. By that we mean the regional negotiation bodies, once established, appoint their three representatives, at those hui. This was agreed. We also note that the processes for entry and exit needs to be clear and this will be worked on as part of *Stage Two Appendix Four*.

### *Outstanding Issue*

We all agree that the regional negotiation bodies must explicitly provide for Kaumatua/kuia and urban representation.

What we were not able to agree on was whether or not the Kaumatua/Kuia, Urban and Runanga representatives should remain in the governance level. That is the only issue we consider you as Principals need to resolve.

We also agreed that it will be important to change the name of TIMA for the purposes of perception.

One Settlement – multiple settlement packages. If the negotiations are successful then there would be five or six separate settlement packages within the one settlement. This will be a first of its kind that we are aware of.

In terms of the regions there has been some debate as to whether there are five or six. We consider that in respect of Whangarei ki Mangakahia that they should be able to decide, in the *Stage Two process in Appendix Four*, whether they are one region or two. The Crown have been clear that in cultural negotiations over cultural properties and cultural putea the Crown consider a range of factors

including the nature and extent of the grievances, land area and population. That will be applied whether or not Whangarei ki Managakahia splits into two.

While the time between us meeting and the due date of this Report did not allow us to work through all the mechanics of this nor fully assess the timing ramifications (noting we could have 5 regional negotiations occurring contemporaneously along with the central commercial redress negotiation), we are confident that with a fair wind and the right people in place the New Proposal can work.

### **Hapu Rangatiratanga - Post Settlement Governance**

Given the history and difficulty with moving forward we have proposed that the negotiation programme build in a workstream at the outset that considers PSGE options from the get go with a view to having a clear direction of travel on the potential PSGE world well before Settlement. This would require the Crown to commit the necessary resource to this area also.

Page 3 of the PPT sets out a *Potential PSGE World* which recognises one *new* central PSGE that is controlled by the new Regional PSGE's. It is noted that in development of the actual central PSGE other stakeholders may emerge as potential representatives i.e. Taura Here.

Those Regional PSGE's could also own the central PSGE or be *purpose* beneficiaries (along with the Ngapuhi people) of the central PSGE, depending on what Ngapuhi want. This is detail to be worked through once negotiations commence.

Our view is that structured correctly this means that the hapu can own and control not only their own Regional PSGE's but also ultimately the central PSGE.

This model closely aligns to that used by Nga Tahu which has functioned for many years very successfully and we understand these principles will appeal to Ngapuhi.

As noted earlier the Crown position is that commercial redress including quantum will be negotiated centrally and then transferred on the Settlement Date to a central Ngapuhi PSGE that is yet to be developed.

On the other hand the Crown acknowledges that it has no control over settlement assets after the Settlement Date and if Ngapuhi want to allocate commercial redress out to their regions/hapu post Settlement they are free to do that.

There has been some discussion around allocation of commercial assets to the regions. As noted above on the Settlement Date the commercial redress will vest in a central PSGE. To provide some assurance that the issue of post settlement allocation will be discussed we recommend that the constitution of the central PSGE includes a provision that requires the PSGE to discuss this issue with Ngapuhi within five years of the Settlement Date.

In terms of the existing entity, Te Runanga o Ngapuhi, the Crown have been clear that that will not be the central (or regional) PSGE for Ngapuhi. What this means is that post settlement Ngapuhi could end up with one central PSGE, five or six regional PSGEs and also the current Te Runanga o Ngapuhi that holds the Ngapuhi fisheries assets. That is less than ideal for Ngapuhi collective ownership of its core assets.

As noted on page 10 of the PPT the Crown is willing to explore using the Settlement Legislation to give Ngapuhi time, post settlement, to determine whether or not they want the fisheries assets to merge into the new central PSGE. They may or may not, this is up to Ngapuhi, but the Crown is able to insert provisions in the Settlement Legislation to make an otherwise complex and costly exercise relatively straightforward. The Advisors support this as an option.

## **Certainty**

In terms of the Negotiations and PSGE aspects of the New Proposal it is critical that things are certain and people understand how the process is going to work now and in the immediate future.

We believe this can be secured through a number of important documents and agreements as proposed in the New Proposal.

In the first instance this would require Ngapuhi to draft and agree a protocol that governs behaviours and expectations between themselves on all material matters. For now we have called it the Ngapuhi Negotiation Protocol (**NNP**) as noted on page 7 of the PPT.

That will be a Ngapuhi document but the Crown will review it and cross refer to it in the Terms Of Negotiation (**TON**) they enter into with the central and regional negotiating bodies.

Among other things the NNP will need to be clear not only on a process for hapu withdrawal from negotiations but also on the process on which hapu participate and in particular appoint their own representatives in the regions – this is critical for certainty.

The Advisors acknowledge that this will be a tikanga driven process but also want to ensure that acceptable levels of notice are provided to hapu members to enable fair participation and eliminate or at least mitigate inter hapu disagreement. That must be clarified in the NNP.

Given the importance of early consideration of the PSGE world we have also suggested that Ngapuhi agree certain PSGE Principles before negotiations commence. Once agreed these would be included in the NNP and also the TON and serve as a starting point for PSGE discussions. At this stage those principles are set out on page 8 of the PPT.

## **Evolution of the Mandate - Agreed Mandate Arrangements**

The Crown recognises the mandate of TIMA. While the Waitangi Tribunal in the Wai 2490 Report proposed a number of measures be taken to, broadly speaking, strengthen hapu involvement and control, it did not say that the Crown should withdraw mandate recognition of TIMA.

Page 12 of the PPT proposes a process and documentation trail whereby the Crown and Ngapuhi could refine and agree a set of mandate arrangements to allow the negotiations to move forward without undertaking a new mandate process. Such a process was actually contemplated in Maranga Mai – *mandate evolution*.

In this context we take *Ngapuhi* to mean the appropriate representatives of TKT and TIMA in the first instance, and then by definition the regional negotiating bodies when they are established.

We consider that those processes and documents combined could provide the certainty required to shore up any perceived weaknesses in the current mandate of TIMA. We do not consider that a new mandate process is required indeed we consider that would be undesirable and counter productive.

In the limited time available we have not been able to review the existing mandate recognition paperwork between the Crown and TIMA. Such a review will be necessary to ensure that what is proposed in this Report if implemented will be reflected (by way of amendment, which will be required) in the future Crown recognition paperwork in terms of accountability and reporting etc.

## **Resource, Commitment and Timing**

The New Proposal, will require significant resourcing and commitment by all parties for a reasonable period of time.

For each of the regional negotiation bodies and the central negotiation body this does not just mean money, it means the right people and the appropriate infrastructure support.

In our combined experience it is difficult enough gearing up one body to negotiate meaningfully so this practical step would need to be factored in early on.

We do not consider that the Crown or Ngaphui should over commit resource until they have the *Certainty* they need to go forward.

As a minimum we consider it is vital that *Stage One in Appendix Four* is successfully completed before further resource is committed by the parties.

### **Recommendations**

We recommend that the Principals:

- (1) receive and note the contents of this Report, including the Advisors view that, subject to resolution of the Outstanding Issue on Page 2, the New Proposal forms a sound basis on which the Settlement negotiations can commence;
- (2) note the draft Agreed Mandate Arrangements letter (attached Appendix Three) and to sign the same following resolution of the Outstanding Issue and completion of the Stage One process in Appendix Four;
- (3) note and approve the Implementation – Process and Timing set out in Appendix Four.

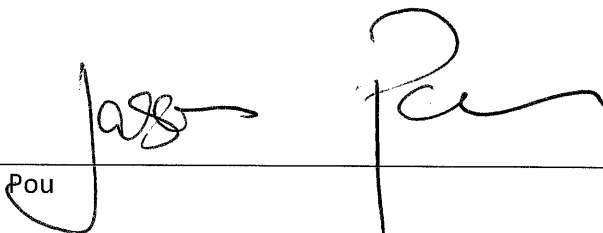
We would like to thank the Principals for the opportunity to provide our input and advice on this important matter. We trust this Report provides the surety that all parties need to allow the negotiations to move forward, in the spirit of compromise, with a view to achieving a settlement for Ngapuhi as soon as possible.

Nga mihi



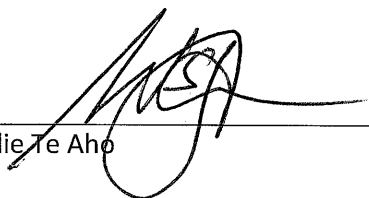
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David Tapsell



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Jason Pou



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Willie Te Aho

**APPENDIX ONE: - 13 MAY 2018 POWERPOINT**

# Notes for 13 May hui

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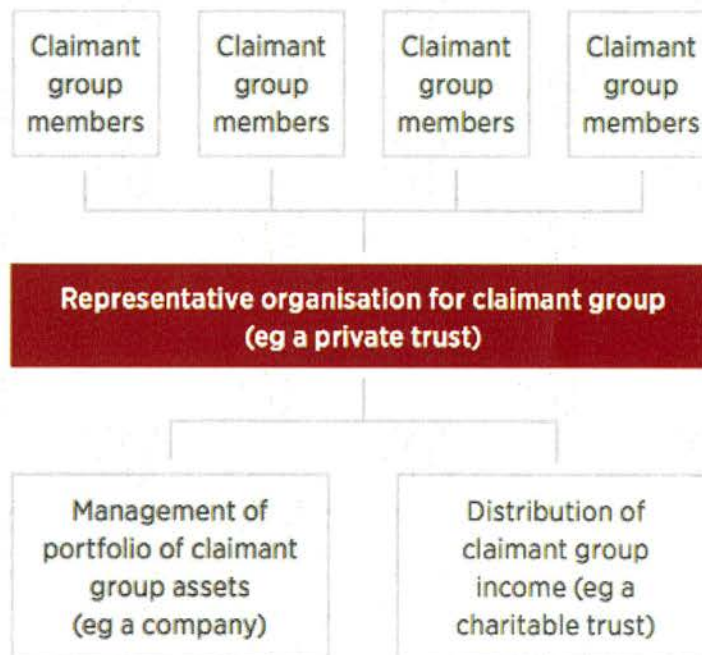
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Look to compromise and find a way forward

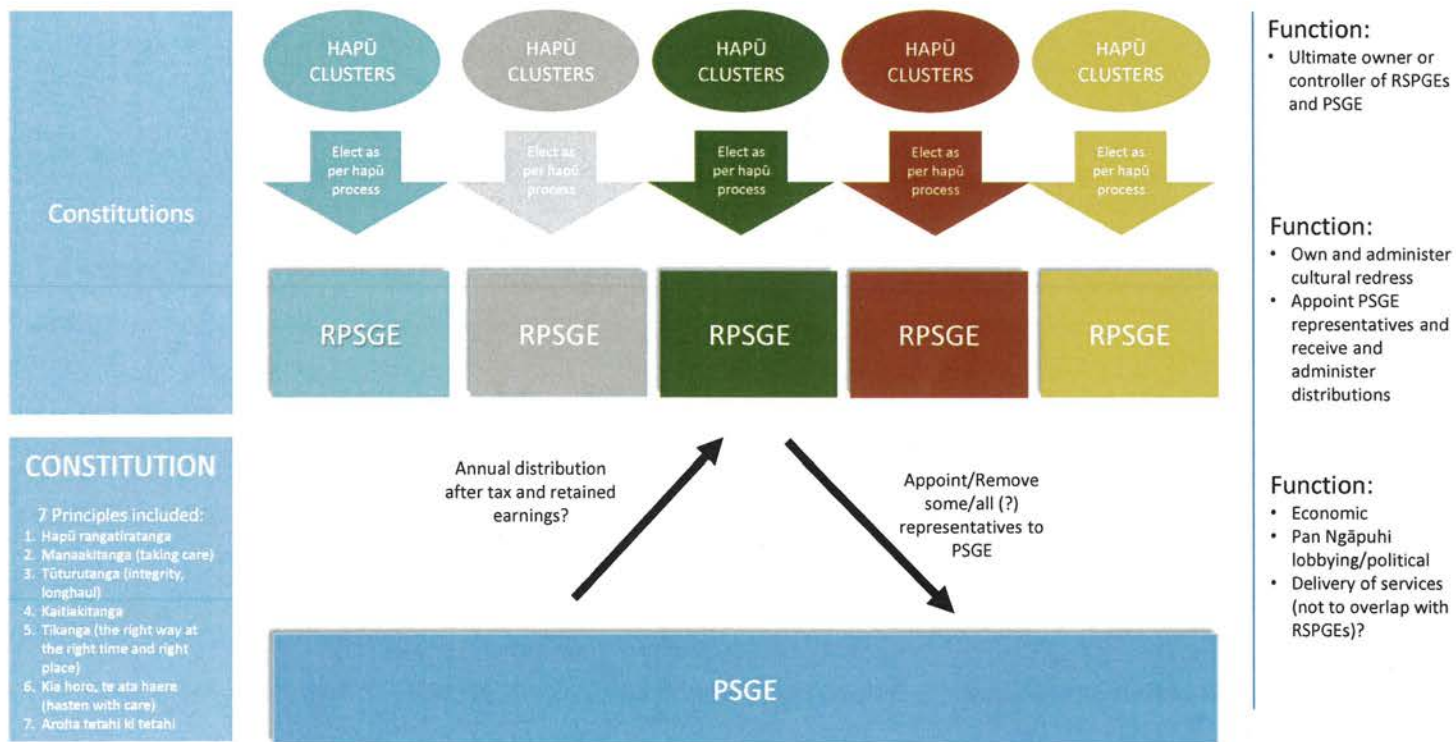
- Crown willing to go some way but Tūhoronuku and TKT need to be flexible as well.
- By redefining “Agreed Mandate Arrangements” the underlying mandate itself does not need to change but in practise we hope everyone gets more of what they want in terms of representation etc.

# What the Crown usually requires



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## POTENTIAL PSGE WORLD



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Each rūnanga has its own governance structure and it is through this mechanism that the collective Ngāi Tahu voice in the region is represented and heard at local government and community level.

No rūnanga is the same, each has opportunities and challenges shaped by the land, the environment, the towns and cities and the people that make the region home. The rūnanga is the face of Ngāi Tahu at regional level, wanting better education for their children, safer communities and less pollution at the beach.

Te Rūnanga was created to manage the collective assets of the tribe and in doing so support rūnanga in a way that allows each of them to exercise rangatiratanga – to determine their own destiny so they can build and sustain their communities as they have done so successfully for generations.

## **Papatipu Rūnanga**

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**Te Rūnanga o Ngāi Tahu and Ngāi Tahu Charitable Trust**  
**Notes to the Summary Group Financial Statements Continued**

**2. TRIBAL, RŪNANGA AND WHĀNAU DISTRIBUTIONS**

	2017	2016
	\$000	\$000
<b>Income Relating to Tribal, Rūnanga and Whānau Distributions</b>		
External Funding Received (Non-Exchange Revenue)	3,664	2,754
Other Income	3,827	2,614
	<b>7,491</b>	<b>5,368</b>
<b>Less: Expenses</b>		
Rūnanga Direct Distributions & Development	(10,597)	(12,693)
Culture and Identity	(2,588)	(2,169)
Disaster Recovery	(316)	(30)
Mātauranga Grants and Development Expenses, Housing and Kaumātua Distributions	(7,120)	(4,555)
Natural Resources, Tribal Properties and Mahinga Kai	(2,782)	(2,831)
Strategy and Influence	(1,171)	(1,077)
Whāi Rawa Distributions and Operating Expenses	(5,589)	(4,729)
Tribal Engagement	(2,503)	(2,072)
	<b>(32,666)</b>	<b>(30,156)</b>
	<b>(25,175)</b>	<b>(24,788)</b>

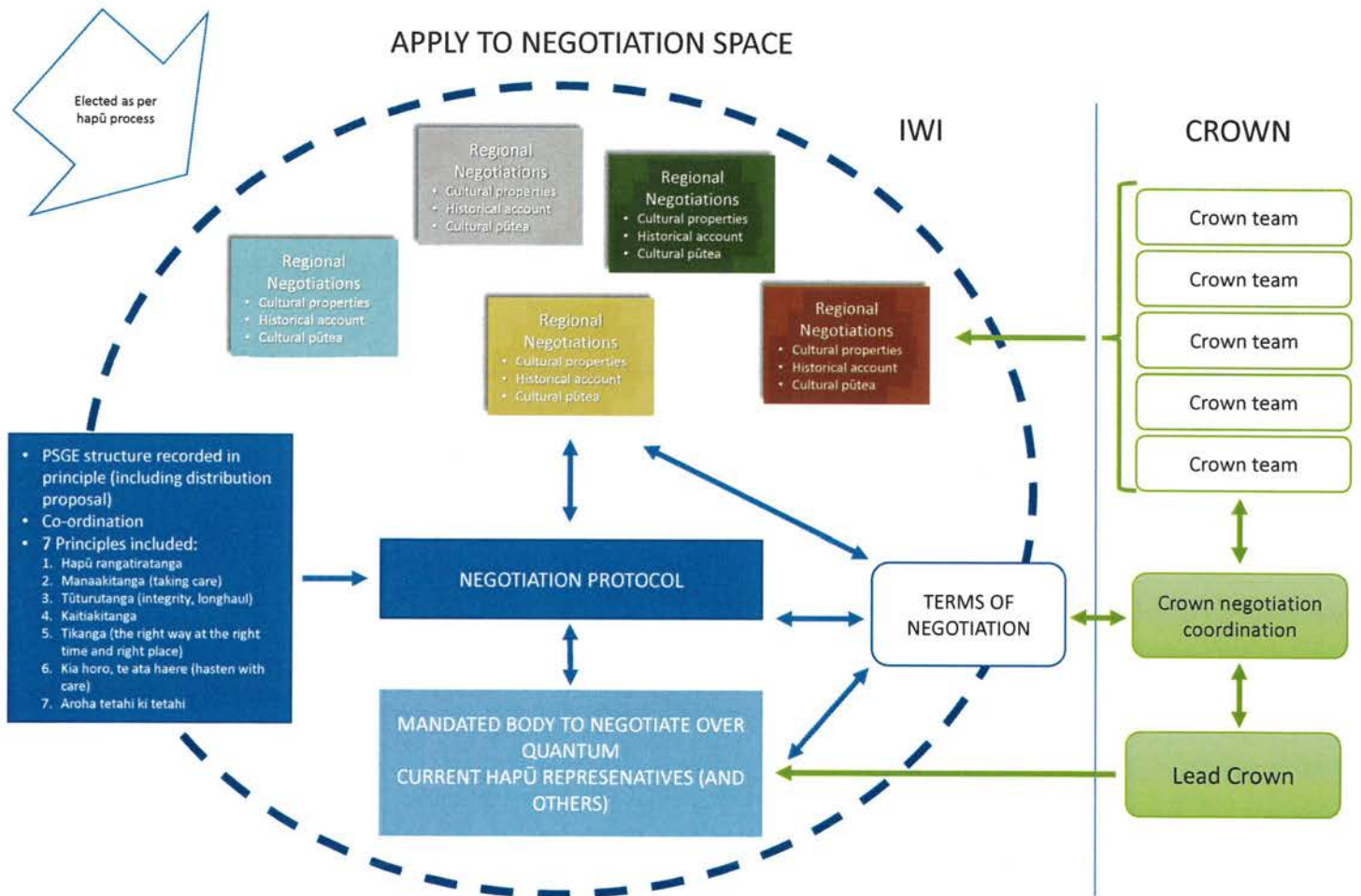
The above costs represent the direct costs of the programmes only and do not include an allocation of general operational and administrative expenses.

**Recognition and Measurement – Grants and External Funding**

Revenues from non-exchange transactions is recognised when the Group obtains control of the transferred asset (cash, goods or services), and:

- it is probable that the economic benefits or service potential related to the asset will flow to the Group and can be measured reliably; and
- the transfer is free from conditions that require the asset to be refunded or returned to the funding entity if the conditions are not fulfilled.

To the extent that there is a condition attached that would give rise to a liability to repay the grant amount or to return the granted asset, a deferred revenue liability is recognised instead of revenue. Revenue is then recognised only once the Group has satisfied these conditions.



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# Ngāpuhi Negotiation Protocol

- This would be your document, not the Crown's, but we can help prepare a draft if you want.
- Agreed between the Quantum Negotiation Group and the Regional Negotiation Groups.
- Does not need to be too long but will provide certainty in relevant areas such as:
  - The Seven Principles
  - Who is negotiating what, i.e. Quantum, Historical, Cultural (this is fundamental)
  - Co-ordination of all negotiations
  - Updates – how are the negotiations going ? etc
  - Could include:
    - ✓ RPSGE consultation on AIP Quantum
    - ✓ Ref to Ngāpuhi PSGE Principles

# Ngāpuhi PSGE Principles

## Function

- Do not want to duplicate functions as may diminish/dilute outcomes for Ngāpuhi.
- Central Quantum held and managed in QPSGE but cultural redress vested directly to RPSGE's – a deviation from Crown policy but we could do it.

## Distributions

- RPSGE's can be beneficiaries of the QPSGE for distribution purposes.
- QPSGE constitution can permit/require a % of net profit after tax and retained earning be distributed to RPSGE's annually.

## Amendment to QPSGE Constitution

- Major transaction safety plus majority of QPSGE reps required before vote can be put to people.

## Representation

- RPSGE representatives will be elected by the hapū
- The Crown will have minimum requirements around fairness and process but will otherwise leave it to the hapū to develop their elective process (which will be set out in RPSGE rules)
- Some QPSGE representatives will be *appointed* by the RPSGE's (certainty of notice in QPSGE constitution).
- How many? Will there be other appointors?



# Hapū Rangatiratanga

## IN NEGOTIATIONS

- RNG negotiate their own cultural and historical account/cultural pūtea?
- RNG representatives are hapū based
- RNG's have consultation on AIP Quantum
- RNG feed into PSGE Development (Ngāpuhi PSGE Principles already recorded)
- ➡ This will be locked into NNP (and by reference Terms of Negotiation with Crown)

### *Terms of Negotiation (with Crown)*

- Consistent with NNP and also standard negotiations rules of engagement with Crown
- Parties would be QNP, RNG's and Crown
- Keep it principled but simple

### *Significant consultation (i.e. AIP/Deed)*

- RNG hapū approve their own redress
- In terms of Quantum redress – ALL Ngāpuhi approve but RNG updated and consulted

## POST SETTLEMENT GOVERNANCE

- *Ngāpuhi PSGE Principles* would be the starting point for discussions on QPSGE (recorded in NNP and TON)
- PSGE workstreams (QPSGE and RPSGE) would run parallel to negotiations (this is important)
- Workstream could include QNB and RNB members, plus appropriate Crown assistance
- QPSGE and RPSG's would need to satisfy Crown minimum requirements but Crown can be flexible

# Other Matters

## **HOW MANY REGIONS?**

- Are there 5 regions or 6? What are the minimum requirements?
- What about Taura Here?
- Can we discuss this once the other RNG's are in place as indicated by the Tribunal?

## **WHAT ABOUT THE TE RUNANGA O NGAPUHI?**

- A new central QPSGE will be required here. So what happens to Te Runanga o Ngapuhi?
- In other Settlements the Settlement Legislation has been used to transfer all assets and liabilities of an existing entity/entities into a new PSGE. This makes an otherwise complex and costly exercise relatively straightforward.
- For that to happen both the existing entity/entities and the new PSGE need to agree.
- If Ngāpuhi is not able to decide this issue before the Settlement Date the Crown could include provisions in the Settlement Legislation which will only trigger if both the Runanga and QPSGE formally write to the Crown by or before five years from the Settlement Date.
- The Crown have never done this before but it will give Ngāpuhi more time to consider this issue once the Settlement has been completed if required .
- Or, we do nothing.

Look to compromise and find a way forward

- Crown willing to go some way but Tūhoronuku and TKT need to be flexible as well.
- By redefining “Agreed Mandate Arrangements” the underlying mandate itself does not need to change but in practise we hope everyone gets more of what they want in terms of representation etc.

# Agreed mandate arrangements

- Crown, Tūhoronuku and TKT agree to a set of Mandate Arrangements.
- Once agreed the parties would co-sign a letter setting out the Arrangements.
- The Arrangements would give everyone certainty NOW and in the FUTURE around key issues for them (in the spirit of compromise) both in terms of the negotiation structure AND key issues to be addressed with PSGE development.
- Monthly report backs on how the Arrangements are working.
- One of the three parties could at any time signal that there is an issue with the ongoing implementation of the Arrangements (disputes resolution).

## Next steps

- If we can agree the broad arrangements today, in principle, then they will be written up (in the form of a draft letter) and each party takes back to its people/executive for agreement.
- If required David Tapsell can attend one meeting of Tuhoronuku and Te Kotahitangi (small team executive meetings with your key advisors) to clarify any issues in the draft letter.
- If agreement is reached on the broad arrangements in the draft letter the Minister, Tuhoronuku and Te Kotahitanga representatives will meet/co-sign the letter reflecting that. This will be a significant achievement.
- Then there will be a process to work through to establish the negotiating structure (NNP, TON and rules of engagement/mechanics, etc). The Crown will support this.
- Then negotiations proper can commence.

**APPENDIX TWO: - 6 JUNE 2018 FILE NOTE**

# FILE NOTE

To:

From: [Name]

Date:

Subject:

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Kia ora

I have compared the models that have been discussed with the Crown and have compared them to the structure that has been proposed within the Maranga Mai Report.

I found it difficult to follow the Crown proposal as it applied to the Negotiation space, so in the comparison with Maranga Mai I felt it necessary to draw from the modelling of the 'Potential PSGE World'. For the purposes of structures, the matters referred to relating to the way in which any settlement assets might be held, and/or what is a cultural asset as opposed to a cultural property were also ignored.

The other significant matter that is ignored for the purposes of this exercise is the need to include an ability for hapu exclusion or withdrawal. This is an important issue, but not one that impacts on structure.

Both of the proposed models contemplate a regional representational approach, where each region is driven from the hapu level. As such, they both seem to be reflective of the expressed desire to create a structural group that will allow for the expression of hapu autonomy within a collective process.

Both Models contemplate that the regions would work together some way in a collective decision making process, and that one legal body would be created to hold the responsibility for the mandate.

If anything, the Crown proposal probably provides for higher separation by contemplating separate regional negotiations that could take place without necessarily providing for the inter-regional co-ordination of decision making that is proposed by Maranga Mai.

Maranga Mai doesn't necessarily contemplate such a separation by requires that wider discussion among the iwi informs decisions that are made at the regional level to be executed by a mandated group that through the processes above is accountable to the hapu.

A similar approach is contemplated by the Crown, which sees the establishment of a Mandated body that would be subject to a Negotiation Protocol that would determine its makeup and role. I think it is important to note that my understanding is that the 'Negotiation Protocol' would be one that would be determined by the regions, and not one in which the Crown would necessarily have input into other than to the extent that it would be examinable.

Within the Maranga Mai proposal, it would be logical for the decision making process and the way in which Te Hononga Iti executed decisions would be subject to some sort of internal accord to allow for transparency of decision making and implementation.

So whether it be by protocol or accord, it does seem that the models put forward are two different ways of saying the same thing.

In the main, therefore, the concern that probably arises is in the way in which the Crown have set out an expectation of a centrally negotiated quantum. In my view, this arises through a misconception of what quantum is and how it potentially informs, and maybe limits the nature and scope of any negotiation.

I have always taken the approach that the quantum negotiations are really about informing the space to move and potential allocation that might be available within any negotiation. Whether assets are negotiated collectively should not necessarily restrict the way in which they are held.

The point is that some assets might end up being held by particular regions, some assets might be held collectively by some of the regions, some by all of the regions together. How this ends up (and how that informs value) will of course be a hot topic within the scope of the negotiations and will remain an ongoing topic for Ngapuhi to discuss. There does however, need to be some co-ordination.

It is with this in mind that I am of the view that the proposals are closer to each other than we think and what is required is an initial ratification process that provides for some discussion around the implementation moving forward. This process is perhaps the most important if any wide ranging trust in the process is to be developed.

In terms of process, I can't understand, given the similarities, why this can't be locked down within an implementation process such as the one that is envisaged at p51 of the Maranga Mai report.

Naaku noa, na

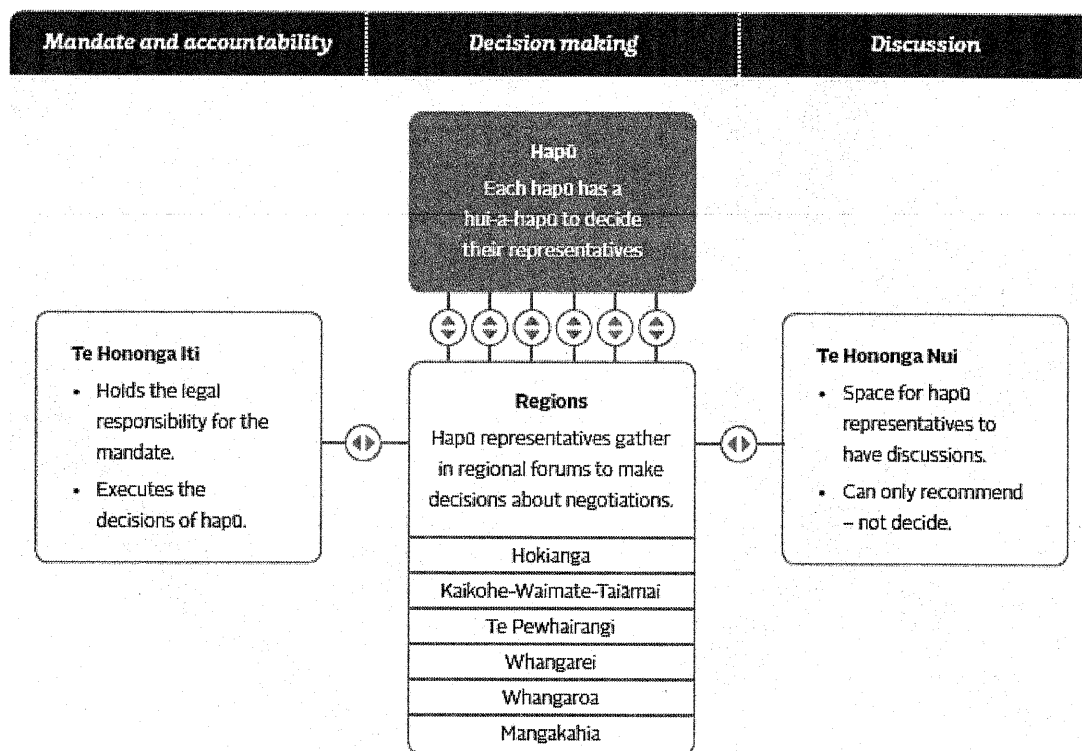
**Tu Pono Limited**

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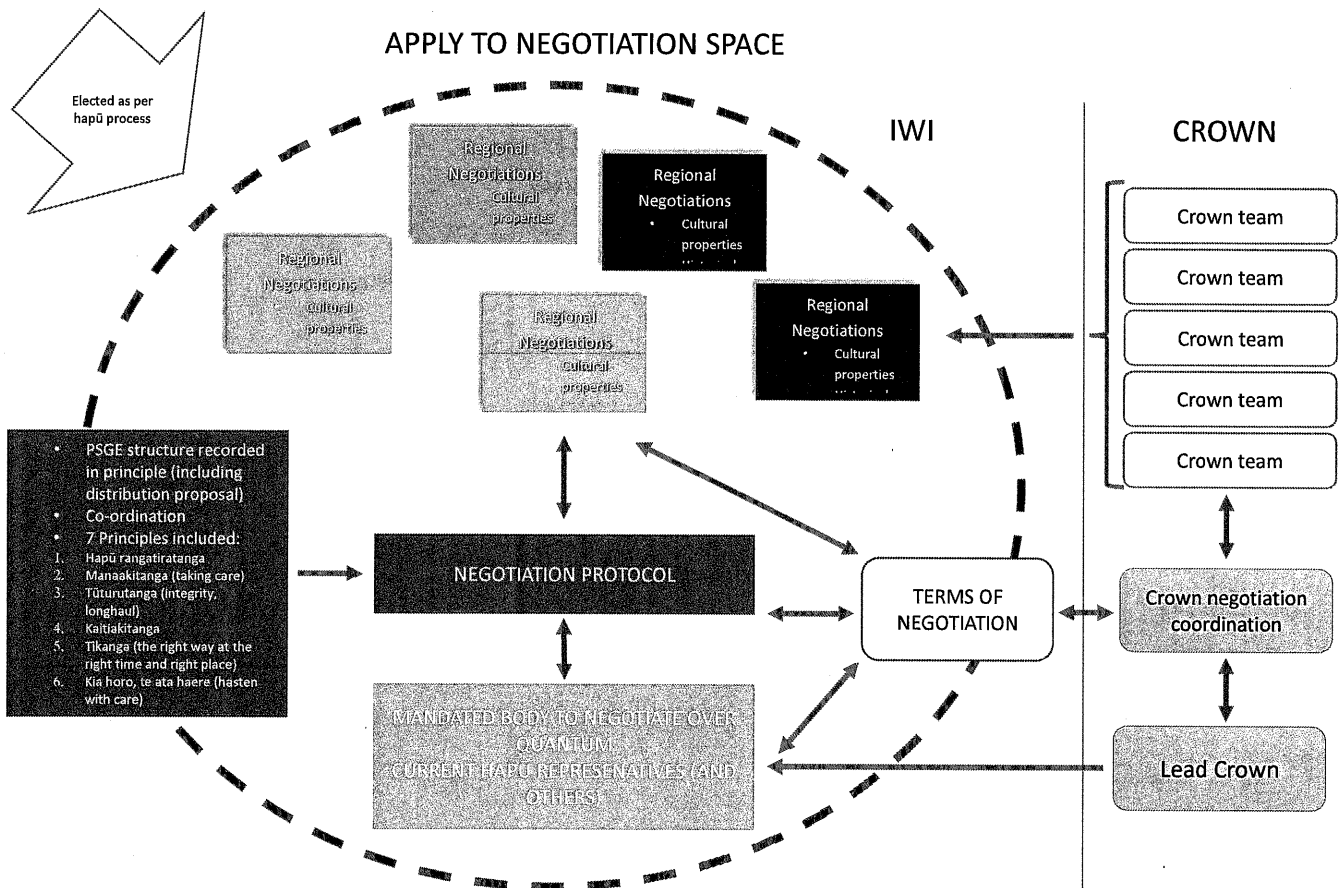
For **[Director's Name or your Designation]**



**Our proposed structure**

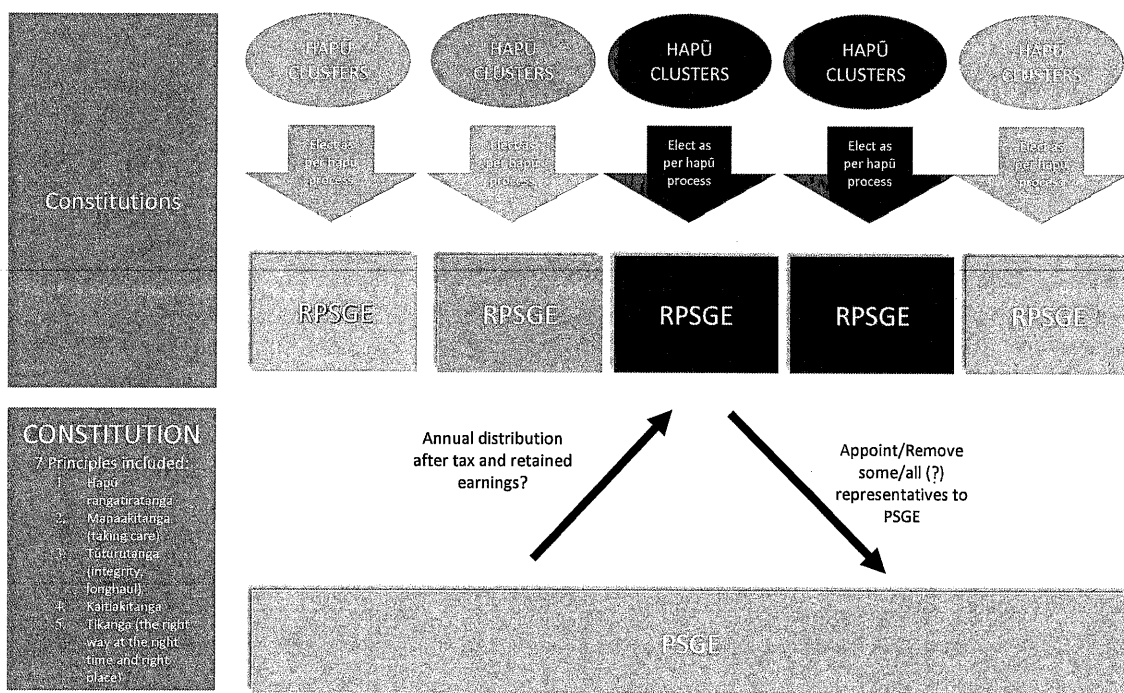


The six regions and their names in this diagram are indicative only.



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## POTENTIAL PSGE WORLD



### Function:

- Ultimate owner or controller of RSPGEs and PSGE

### Function:

- Own and administer cultural redress
- Appoint PSGE representatives and receive and administer distributions

### Function:

- Economic
- Pan Ngāpuhi lobbying/political
- Delivery of services (not to overlap with RSPGEs)?

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## APPENDIX THREE:

### Draft Agreed Mandate Arrangements Letter [subject to resolution of the Outstanding Issue]

The Minister in Charge of Treaty of Waitangi Negotiations Hon Andrew Little and representatives of Ngapuhi, Sonny Tau and Hone Sadler for Tuhoronuku Iwi Authority (TIMA), and Rudy Taylor and Pita Tipene for Te Kotahitanga o nga hapu o Ngapuhi (TKT) have met to discuss options to move the Ngapuhi Treaty Settlement negotiations forward.

As a consequence of those meetings, and consideration of a report provided on 15 June 2018 (Report<sup>1</sup>) the Crown and Ngapuhi have now agreed to a process to progress the Ngapuhi Historical Treaty Settlement negotiations.

The purpose of this letter is to record in summary form the fundamental agreements reached between the Crown, TIMA and TKT.

The Crown still recognises the mandate of TIMA but that mandate will evolve and be amended to reflect the recommendations in the Report, the agreements reached in this letter and the terms of the new Ngapuhi PSGE Principles and Terms of Negotiation.

The Crown will negotiate through an evolved central structure that will be implemented on behalf of Ngapuhi over commercial redress including quantum (subject to resolution of outstanding issue).

The Crown will also negotiate with nga hapu o Ngapuhi through five<sup>2</sup> regional negotiation bodies over historical accounts, cultural properties and cultural putea. Those regional negotiation bodies will be tikanga based as will be more fully described in the Ngapuhi Negotiation Protocol.

Once negotiations are completed there will be multiple settlement packages.

Commercial redress will be vested on the Settlement Date in a new Post Settlement Governance entity. That new PSGE will be determined by Ngapuhi and the Ngapuhi PSGE Principles will form the basis of that discussion.

Historical account, cultural properties and cultural putea will be vested in five new regional PSGEs. Those PSGEs will be determined by the relevant hapu and the Ngapuhi PSGE Principles will form the basis of those discussions.

Given the importance of post settlement issues to Ngapuhi it has been agreed that a separate PSGE workstream will run contemporaneously to the negotiations workstream.

Over the next few months the Crown, TIMA and TKT will do all such things as are necessary to implement the above agreements, as more particularly set out in the Report. In the first instance TIMA and TKT will inform Ngapuhi through hui and other means on the New Proposal.

The goal is to commence formal negotiations in late 2018.

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<sup>1</sup> Tapsell, Pou and Te Aho Report 15 June 2018 commissioned by the Principals on 11 June 2018

<sup>2</sup> Those regions identified on page 61 of the Maranga Mai Report. May be 6 as noted on p.3 of the Report.

## APPENDIX FOUR:

### Implementation - Process and Timing

#### Process

We are in agreement that an implementation process must consider and then balance the needs of Ngapuhi as a whole including the hapu, to consider the New Proposal, against the authority that both TIMA and TKT already hold expressly or impliedly to make decisions on behalf of Ngapuhi to move forward.

With that in mind and taking all other relevant factors into account we recommend the following implementation process.

<b>DUE DATE:</b>	<b>STAGE ONE:</b>
By or before 9 July 2018	The Principals (Minister and TH and TKT) agree to the New Proposal and a way forward on the Outstanding Issue at their next meeting and seek the approval of their respective executive teams to the New Proposal. If executive approvals are obtained the Principals will sign the Agreed Mandate Arrangements Letter attached as Appendix 3. This will be a necessary and significant achievement.
By or before 31 August 2018	<b>STAGE TWO:</b>
	Two key areas of work here to occur contemporaneously. A: Information sharing with Ngapuhi seeking feedback on the New Proposal. This would be promoted collectively by TIMA and TKT representatives in a coordinated manner. The Advisors will make recommendations to the Principals on the process for that information sharing. B: With the certainty of the approvals obtained in Stage One and to ensure that negotiations can seamlessly commence after the Stage Two A process, a small executive team consisting of the Advisors and others as required by TIMA and TKT to draft the Ngapuhi Negotiation Protocol, Terms of Negotiation (including any amendments required to the current TON) and PSGE Principles and address any mechanical/secretariat issues.
By or before 7 September 2018	<b>STAGE THREE:</b>
	Assuming Stage Two A is completed successfully the Ngapuhi Negotiation Protocol and PSGE Principles will be signed by TIMA ( or new name)

	and TKT, and the Terms of Negotiation will be signed by TIMA, TKT and the Crown.
By or before 31 October 2018	<b>STAGE FOUR:</b>
	The negotiation structure set out in this Report, including setting up the central and regional negotiating bodies will be fully implemented. This process is yet to be determined and the Advsiors will provide advice on that. Those bodies will then add their signatures to the documents noted in Stage Three.
By or before November 2018	<b>STAGE FIVE:</b>
	Formal negotiations to commence.

### Timing

The above are our best estimates.

After due consideration of all relevant factors we consider that if all things proceed relatively smoothly without legal challenge it will be possible to reach Stage 5 by around **November 2018**. That will be a significant and historic achievement.

We acknowledge this is an ambitious goal given the work required and the difficulties to move forward to date but our united view is that if that goal can't be achieved before the end of the year then fundamental tribal differences still exist that law or advice can't fix.