



Te Rōpū o Tūhoronuku  
Deed of Mandate  
**ADDENDUM**



**Ngāpuhi**

2013



# Addendum to Deed of Mandate:

## Te Rōpū o Tūhoronuku Independent Mandated Authority (Tūhoronuku IMA)

### INTRODUCTION

This Addendum supplements and amends Te Rōpū o Tūhoronuku Deed of Mandate (Deed of Mandate) submitted to the Crown on 31 March 2012.

The purpose of this Addendum is to strengthen the mandate of Te Rōpū o Tūhoronuku (Tūhoronuku) to represent Ngāpuhi in Treaty of Waitangi settlement negotiations by making the following changes to the Deed of Mandate in response to feedback received during the mandating process:

- Amending the representation structure for Tūhoronuku, including an increase in Hapū Representatives from seven (7) to fifteen (15) representatives elected on a regional basis by Mandated Hapū Kaikōrero; and a reduction in Te Rūnanga-Ā-Iwi-O-Ngāpuhi (the Rūnanga) representatives from two (2) to one (1).
- Setting out in more detail the election and replacement process for all representative positions.
- Providing for an Independent Returning Officer ("IRO") to oversee the election process.
- Providing for Tūhoronuku to become a separate legal entity from the Rūnanga, to be known as Te Rōpū o Tūhoronuku Independent Mandated Authority ("**Tūhoronuku IMA**").

These changes improve the representation structure, transparency and accountability to Ngāpuhi of the mandated body and are provided for in the Deed of Mandate. *Refer Te Rōpū o Tūhoronuku Deed of Mandate, section 12, page 35.*

## BACKGROUND TO DEED OF MANDATE ADDENDUM

In **September 2011** Ngāpuhi voted to give their mandate to Tūhoronuku to negotiate a comprehensive settlement of Ngāpuhi Treaty claims (76.4% of those who voted were in favour).

In **October 2011** Te Rōpū Whāiti (a Technical Working Group) was established to explore options for a united Ngāpuhi approach to settlement.

The three key issues ("**Key Issues** ") which emerged were:

- i) The sequencing of Waitangi Tribunal hearings and negotiations;
- ii) The representation model for Tūhoronuku, in particular, the role of hapū; and
- iii) The role of Te Rūnanga-Ā-Iwi-O-Ngāpuhi.

Te Rōpū Whāiti ended its work programme after a report back on 24 February 2012 to Tūhoronuku and Kotahitanga. While the collaboration was positive, little substantive progress was made by Te Rōpū Whāiti.

On **31 March 2012** Tūhoronuku submitted its Deed of Mandate to the Crown. The Deed of Mandate approached the Key Issues (listed above) as follows:

- i) *The sequencing of Waitangi Tribunal hearings and negotiations*

In deciding to favour entering direct negotiations, Tūhoronuku took the view that the Waitangi Tribunal hearings process and the negotiations processes could co-exist.

- ii) *The representation model for Tūhoronuku*

The representation of Tūhoronuku was 15 members consisting of:

- 7 Hapū Representatives;
- 1 Kaumātua and 1 Kuia Representative;
- 4 Rohe Representatives (2 Auckland Representatives (West/Central Auckland and South Auckland), 1 Wellington Representative and 1 South Island Representative); and
- 2 Rūnanga Representatives.

- iii) *The role of Te Rūnanga-Ā-Iwi-O-Ngāpuhi*

Tūhoronuku was established as a sub-committee of the Rūnanga to oversee the negotiations of a comprehensive Ngāpuhi settlement. In carrying out this objective, Tūhoronuku was to be informed by its appointed representatives, which included two Rūnanga Representatives.

The Rūnanga provided financial and administrative support to assist the activities of Tūhoronuku, and Tūhoronuku was required to prepare financial budgets and work plans for consideration by the Rūnanga to ensure general standards of reporting and accountability were met. However, the Rūnanga could not veto decisions made by Tūhoronuku.

[*Deed of Mandate, Appendix V, Te Rōpū o Tūhoronuku Terms of Reference*].

In **April 2012**, at the request of the Minister for Treaty of Waitangi Negotiations Hon. Christopher Finlayson, Tūhoronuku held an additional six hui with Ngāpuhi to discuss hapū

representation and how the Tūhoronuku model could be strengthened to better reflect hapū representation. This resulted in an increase in the number of Hapū Representatives on Tūhoronuku from seven to nine.

In **June 2012**, Minister Finlayson engaged Tukoroirangi Morgan to facilitate discussions with Ngāpuhi in regard to the Key Issues. Mr Morgan completed his report, *He Ara Hou – A Proposed Strategy and Pathway to Settlement*, in September. *He Ara Hou* recommended extensive changes to the existing Tūhoronuku mandate and was rejected by Tūhoronuku, preferring to make changes within the existing framework rather than discard the work that had been completed to date in consultation with Ngāpuhi.

On **12 October 2012** a hui of over one hundred Ngāpuhi Kaumātua and Kuia instructed Tūhoronuku to:

- i) Meet with the Crown to advance the advertising of the Deed of Mandate for public comment, which was the next step in the settlement process; and
- ii) Consider aspects of *He Ara Hou* that would strengthen Ngāpuhi representation within the Deed of Mandate.

On **24 October 2012** Tūhoronuku met with the Crown in order to advance the advertising of the Ngāpuhi Deed of Mandate. Following this engagement, there was agreement that:

- i) Tūhoronuku should be a separate legal entity to Te Rūnanga-Ā-Iwi-O-Ngāpuhi. This has required the execution of a Trust Deed establishing Tūhoronuku as an Incorporated Charitable Trust, to be known officially as Te Rōpū o Tūhoronuku Independent Mandated Authority.
- ii) The representative structure of Tūhoronuku should include Hapū Representatives elected on a regional basis.

In a letter dated **8 April 2013**, Minister Finlayson acknowledged considerable effort had gone into the process which had led to Tūhoronuku agreeing to:

- i) The mandated body becoming a separate legal entity to the Rūnanga (this was the original intention of Tūhoronuku);
- ii) An increase in representation on the mandated entity from 15 to 22;
- iii) Hapū representation increasing from 9 to 15 of the 22 members (a majority) and being elected on a regional basis (the original proposal was for 7 Hapū Representatives); and
- iv) A new election being held (if mandate is recognised) for all representative positions.

Tūhoronuku also agreed to the reduction of Rūnanga representation on the mandated body from two to one.

This Addendum reflects the changes and additions made by Tūhoronuku to advance the process for its mandate to be recognised by the Crown, and provides detail on the new representative structure and the election, appointment and replacement processes of Tūhoronuku representatives.

Details of timelines, reports and reference material can be found on the Tūhoronuku website: [www.tuhoronuku.com](http://www.tuhoronuku.com)

## SUMMARY OF CHANGES AND ADDITIONS TO THE DEED OF MANDATE

### 1. Representation structure

The number of representatives on Tūhoronuku has increased from fifteen (15) to twenty-two (22), comprising:

- *15 Regional Hapū Representatives:* 3 Regional Hapū Representatives will be elected from each of the following five regions: Hokianga, Kaikohe-Waimate-Taiāmai, Whangaroa, Te Pewhairangi and Whangarei ki Mangakahia. These Regional Hapū Representatives will be elected by Mandated Hapū Kaikōrero for the relevant region (each Ngāpuhi hapū listed in Appendix 2 has the opportunity to elect one Mandated Hapū Kaikōrero).
- *1 Kaumātua and 1 Kuia Representative.*
- *4 Ngāpuhi-Ā-Rohe (Urban) Representatives:* 2 from Tāmaki Makaurau (Auckland) (West/Central and South Auckland), 1 from Pōneke (Wellington) and 1 from Te Waipounamu (South Island)).
- *1 Rūnanga Representative.*

*[For further detail on the representation structure please see page 8 of this Addendum]*

### 2. Election, appointment and replacement processes

The representation structure above requires fresh elections and appointments for the Tūhoronuku IMA. The election, appointment and replacement processes set out in this Addendum have been developed to promote transparency and accountability. A "General Principles" section on page 10 outlines key matters common to all representative categories. A detailed election, appointment and replacement process is then set out for each representative category. A replacement process has been included for each representative category to recognise that changes in representation may occur from time to time. However, threshold requirements for change have been included to promote stability for the Tūhoronuku IMA during the negotiation process.

### 3. Election oversight by an Independent Returning Officer (IRO)

This Addendum provides for an IRO to oversee the election process. The role of the IRO is to supervise all aspects of the election process to ensure that it is independent and impartial.

### 4. Making Tūhoronuku a separate legal entity from Te Rūnanga-Ā-Iwi-O-Ngāpuhi

The Tūhoronuku IMA will be established as a Charitable Trust with its own Trust Deed, which is attached (Appendix 4).

The Tūhoronuku IMA will come into existence on the day that its mandate is recognised by the Crown. The initial Trustees will be the current members of Tūhoronuku. Once the IRO announces the Election Completion Date, the initial Trustees vacate their positions (unless elected or appointed under the new process) and the newly elected representatives take office as Trustees.

The Trust Deed is the constitutional document of the Tūhoronuku IMA and governs its day-to-day operations, setting out such matters as the obligations and powers of Trustees, the appointment and role of Negotiators and management of the Tūhoronuku IMA Charitable Trust, including Trustee meetings.

In order to facilitate the legal separation of Tūhoronuku from the Rūnanga, the Rūnanga will enter into a Memorandum of Understanding (MOU) attached (Appendix 5) to:

- Provide Tūhoronuku IMA with the benefit of the Rūnanga Members' Register for the purpose of communicating with Ngāpuhi in relation to the mandate and settlement process; and
- Ensure a smooth transition of Tūhoronuku property from the Rūnanga to the Tūhoronuku IMA.

The Tūhoronuku IMA will receive Crown funding to support its transition and negotiations.

The Trust Deed (Appendix 4) and the MOU (Appendix 5) are documents that will be executed in a materially identical form.

#### **5. Withdrawal of Deed of Mandate**

The Addendum provides the opportunity for Ngāpuhi to withdraw the mandate Ngāpuhi conferred upon Te Rōpū o Tūhoronuku.

### **RELATIONSHIP BETWEEN THIS ADDENDUM AND THE 31 MARCH 2012 DEED OF MANDATE**

This Addendum should be read together with the 31 March 2012 Deed of Mandate.

To the extent that there are any inconsistencies between this Addendum and the Deed of Mandate, this Addendum shall have priority but the Te Rōpū o Tūhoronuku Deed of Mandate shall otherwise continue to apply.





# RĀRANGI TAKE

## Contents

<b>WHAKATŪRANGA TIROHANGA KĒ</b> .....	<b>8</b>
<i>Amended Representation Framework</i>	
<b>NGĀ ĀHUATANGA MATUA</b> .....	<b>10</b>
<i>General Principles</i>	
<b>TE HUARAHI MŌ NGĀ KŌWHIRITANGA PŌTI ME NGĀ WHAKATŪRANGA</b> .....	<b>13</b>
<i>Election and Appointment Process</i>	
KAUMĀTUA & KUIA REPRESENTATIVES .....	<b>13</b>
TE WHARE TAPU O NGĀPUHI (REGIONAL HAPŪ) REPRESENTATIVES.....	<b>16</b>
NGĀPUHI Ā ROHE (URBAN) REPRESENTATIVES .....	<b>20</b>
TE RŪNANGA-Ā-IWI-O-NGĀPUHI REPRESENTATIVE.....	<b>22</b>
NGĀ WAITOHU KI NGĀ TĀPIRITANGA O TE MANA KŌKIRI Signatories to the Deed of Mandate Addendum.....	<b>24</b>
<b>NGĀ TĀPIRITANGA</b> .....	<b>25</b>
<i>Appendices</i>	
Appendix 1: Tūhoronuku Independent Mandated Authority Representative Model .....	27
Appendix 2: Te Whare Tapu o Ngāpuhi Regional Hapū Map .....	31
Appendix 3: Updated Claimant Definition.....	35
Appendix 4: Tūhoronuku Independent Mandated Authority Trust Deed .....	39
Appendix 5: Memorandum of Understanding between Te Rūnanga-Ā-Iwi-O-Ngāpuhi and Te Rōpū o Tūhoronuku Independent Mandated Authority .....	61

# WHAKATŪRANGA TIROHANGA KĒ

## *Amended Representation Framework*

In the amended Representation Framework, twenty two (22) representatives will be elected or appointed to the Tūhoronuku IMA.

Elected or appointed members can only hold one position on the Tūhoronuku IMA.

*(See Appendix 1 - Tūhoronuku Independent Mandated Authority Representative Model)*

### **KAUMĀTUA & KUIA REPRESENTATION: Two (2) Representatives**

Ngāpuhi Kaumātua and Kuia are represented on the Tūhoronuku IMA to provide guidance on Ngāpuhi tikanga.

One (1) Kaumātua and one (1) Kuia from Ngāpuhi Nui Tonu will be elected onto the Tūhoronuku IMA.

### **TE WHARE TAPU O NGĀPUHI (REGIONAL HAPŪ) REPRESENTATION: Fifteen (15) Representatives**

For the purposes of hapū representation in settlement negotiations, Te Whare Tapu o Ngāpuhi has been divided into five regions: Hokianga, Kaikohe-Waimate-Taiāmai, Whangaroa, Te Pewhairangi and Whangarei ki Mangakahia. These five regions are for administrative purposes only and do not necessarily reflect the rohe of Te Whare Tapu o Ngāpuhi.

Each of the five regions will be represented by three Regional Hapū Representatives who will be appointed onto the Tūhoronuku IMA.

- |                           |     |                               |
|---------------------------|-----|-------------------------------|
| • Hokianga                | x 3 | Regional Hapū Representatives |
| • Kaikohe-Waimate-Taiāmai | x 3 | Regional Hapū Representatives |
| • Whangaroa               | x 3 | Regional Hapū Representatives |
| • Te Pewhairangi          | x 3 | Regional Hapū Representatives |
| • Whangarei ki Mangakahia | x 3 | Regional Hapū Representatives |

The Regional Hapū Representative appointments to the Tūhoronuku IMA will occur in two stages.

- 1) Each of the Ngāpuhi hapū listed in Appendix 2 may elect to mandate a Hapū Kaikōrero to represent that hapū.
- 2) Mandated Hapū Kaikōrero per region will appoint up to three (3) Regional Hapū Representatives to the Tūhoronuku IMA.

**NGĀPUHI Ā ROHE (URBAN) REPRESENTATION:****Four (4) Representatives**

Membership of the Tūhoronuku IMA will include representatives from Tāmaki Makaurau (Auckland), Pōneke (Wellington) and Te Waipounamu (South Island) geographic areas.

- Tāmaki Central/West x 1 Urban Representative
- Tāmaki South x 1 Urban Representative
- Pōneke x 1 Urban Representative
- Te Waipounamu x 1 Urban Representative

All four (4) Ngāpuhi Ā Rohe (Urban) Representatives must live and continue to live within the urban region they are representing.

**TE RŪNANGA-Ā-IWI-O-NGĀPUHI REPRESENTATION:****One (1) Representative**

To provide continuity and a connection with Te Rūnanga-Ā-Iwi-O-Ngāpuhi, along with their membership base, one (1) position on the Tūhoronuku IMA will be appointed by Te Rūnanga-Ā-Iwi-O-Ngāpuhi Board of Trustee members.

# NGĀ ĀHUATANGA MATUA

## *General Principles*

### **COMMENCEMENT OF ELECTION AND APPOINTMENT PROCESS**

The election and appointment process shall officially commence 14 days after the Crown recognises the Tūhoronuku IMA Deed of Mandate.

### **ROLE OF THE TŪHORONUKU IMA**

To provide continuity, the current members of Tūhoronuku shall hold temporary office as “caretaker Trustees” on the Tūhoronuku IMA during the election and appointment process. Once the election and appointment process described herein is completed, the caretaker Trustees shall cease to hold office, unless elected or appointed under the new process, and the newly elected or appointed Tūhoronuku IMA representatives shall take office.

### **ROLE OF INDEPENDENT RETURNING OFFICER (“IRO”)**

The Tūhoronuku IMA shall appoint and contract an Independent Returning Officer. The IRO shall supervise all aspects of the election and appointment process in accordance with this Addendum to ensure that it is independent and impartial. To this end, minimum criteria for hui have been written into the election and appointment process to assist the IRO to perform its functions, such as the keeping of attendance registers. These mechanisms are aimed at enhancing hui processes for the benefit of all participants.

The Tūhoronuku IMA shall use its available communications resources to assist the IRO in its national communication campaign for the election and appointment process.

### **COMPLETION OF ELECTION AND APPOINTMENT PROCESS**

The IRO shall use all reasonable endeavours to ensure that the election and appointment process is completed within four (4) months of the Crown recognising the Tūhoronuku IMA Deed of Mandate.

At the direction of the Tūhoronuku IMA, the IRO shall declare the election and appointment process sufficiently complete for a changeover to occur from the initial Trustees to the newly elected/appointed Trustees by Public Notice, giving seven (7) days notice of the election completion date (“**Election Completion Date**”).

The IRO shall give such notice four (4) months after the Crown recognises the Tūhoronuku IMA Deed of Mandate, providing that at least twelve (12) new Trustees have been elected or appointed, or as soon thereafter as there are twelve (12) such new Trustees. As described below under “Vacancies and Replacements”, any ongoing election/appointment processes shall continue notwithstanding the giving of such notice.

### **GENERAL NOMINEE CRITERIA**

All nominees must:

- a) Accept that the Tūhoronuku IMA will hold the mandate to negotiate a settlement of all historical claims and Crown breaches against Te Tiriti o Waitangi/The Treaty of Waitangi on behalf of Ngāpuhi;

- b) Agree to the Tūhoronuku IMA requesting a police vetting check should an eligibility dispute arise and credible prima facie evidence is provided to the Tūhoronuku IMA 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 as defined in the Deed of Mandate document 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 Trustee under the Tūhoronuku IMA Trust Deed; and
- f) Agree that they will not be Negotiators unless they resign from the Tūhoronuku IMA.

A person may not be appointed to, or hold office as a Trustee of the Tūhoronuku IMA who:

1. Is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
2. Is a bankrupt or an undischarged bankrupt or other as detailed in the Companies Act 1993; or
3. 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 Trustee; or
4. Ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005; or
5. Is appointed as a Negotiator for Ngāpuhi (a member cannot be a Negotiator and a Tūhoronuku IMA Trustee).

Nominee's details will be confirmed by the IRO to ensure they comply with the eligibility criteria.

The IRO will confirm all appointees at a hui, where possible, or by Private Notice. All appointments will then be publicised by Public Notice in national and regional newspapers and by advertising on the IRO website and the Tūhoronuku IMA website.

### **ELIGIBILITY TO VOTE**

In order to vote in the election and appointment process, at a minimum, persons must be Ngāpuhi and 18 years or over. In addition, specific voting eligibility criteria apply for each representative category (i.e. Kaumātua & Kuia Representative voters must be 55 years or over).

Persons must also be registered with Te Rūnanga-Ā-Iwi-O-Ngāpuhi or complete a register to vote form (See *Appendix XII* and *Appendix XIV* of 31 March 2012 Deed of Mandate). Please see the relevant category summary below for full voting eligibility criteria.

### **VACANCIES AND REPLACEMENTS**

If the full allocation of representatives for a particular category is not filled as at the Election Completion Date (or vacancies remain for one or more Mandated Hapū Kaikōrero), the vacancies shall be filled either:

- Through the continuation of an existing election or appointment process for a vacant position until the position is filled; or

- By repeating the election/appointment process for that position at a time determined by the Tūhoronuku IMA.

Should a representative position become vacant, for whatever reason, the relevant election and appointment process, as outlined below, shall be repeated to determine a new representative.

The election and appointment process provides a replacement process for each representative category. In the first instance, this process focuses on resolving concerns about representation, for example through convening a hui between the relevant parties in order to discuss and understand the issues raised. However, if resolution cannot be reached, a hui can be called to determine whether or not the representative should be replaced. The threshold for calling a hui, attendance and voting, are set out below in relation to each representative category.

### **MEANING OF "PUBLIC NOTICE"**

For the purpose of this Addendum "Public Notice" shall mean:

- In respect of the representative positions of Kaumātua & Kuia Representative, Regional Hapū Representative, Ngāpuhi-Ā-Rohe (Urban) Representative and Te Rūnanga-Ā-Iwi-O-Ngāpuhi Representative, "advertising in national and provincial newspapers and advertising on the IRO and Tūhoronuku IMA websites."
- In respect of the position of Mandated Hapū Kaikōrero, "distribution through the relevant hapū membership database (if any), advertising in national and provincial newspapers, and advertising on the IRO and Tūhoronuku IMA websites".
- If a Public Notice is published to advise of a hui where voting will take place, it must contain notice of the voting period.

### **MEANING OF "PRIVATE NOTICE"**

For the purposes of this Addendum "Private Notice" shall mean a notice sent in writing or email to the recipient.

### **DISPUTE RESOLUTION**

Refer to clause 11 of the Tūhoronuku IMA Trust Deed.

### **WITHDRAWAL OF MANDATE**

The mandate held by Te Rōpū o Tūhoronuku was conferred by the people of Ngāpuhi following the processes set out in the Deed of Mandate. These processes were robust and thorough. Any process for the withdrawal of the mandate conferred upon Te Rōpū o Tūhoronuku by the people of Ngāpuhi must be as robust and thorough as those processes.

If the Crown recognises the mandate conferred upon Te Rōpū o Tūhoronuku by the people of Ngāpuhi and any such process is followed that seeks the withdrawal of that mandate, the Crown would need to decide whether it continues to recognise, or no longer recognises, the mandate conferred by Ngāpuhi on Te Rōpū o Tūhoronuku.

# TE HUARAHI MŌ NGĀ KŌWHIRITANGA PŌTI ME NGĀ WHAKATŪRANGA

## *Election and Appointment Process*

### KAUMĀTUA & KUIA REPRESENTATIVES

#### ELECTION PROCESS

##### Call for nominations

The IRO will issue a Public Notice calling for nominations over a 21 day period for Kaumātua and Kuia Representatives. Private Notice calling for nominations will be sent to all Ngāpuhi registered with Te Rūnanga-Ā-Iwi-O-Ngāpuhi over 55 years with a current address.

- Nomination forms can be requested and received via the IRO or their website.
- Self - nomination is not permitted.

For each of the Kaumātua and Kuia representative positions, if only one nomination is received, then that nominee will be duly accepted and appointed to the Tūhoronuku IMA. *(An election hui will not be required.)*

##### Hui to elect Kaumātua and Kuia Representatives

For each of the Kaumātua and Kuia representative positions, if more than one nomination is received, then, within 14 days of the end date of the nomination period, the IRO must provide 21 days Public Notice of a hui to elect the Kaumātua and/or Kuia Representative(s). The notice must clearly state the date, time, purpose and venue of the hui and advise that candidate profile information can be viewed on the IRO website, the Tūhoronuku IMA website and will be available on the day of the hui.

The IRO will convene the election hui in accordance with the following minimum criteria:

- a) An attendance register must be kept.
- b) Voting is undertaken one of three ways. Either by persons present at the hui by way of paper ballot, or online or by postal vote.

Public Notice of those persons successfully elected to the role of Kaumātua and Kuia Representative must be issued within seven (7) days following the completion of the voting period.

## Election eligibility criteria

NOMINATOR	NOMINEE	VOTER
<ul style="list-style-type: none"> <li>• Must complete and return the nomination form in the prescribed timeframe.</li> <li>• Must be Ngāpuhi 55 years or over.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be present at the election hui (if any).</li> <li>• Must meet the general nominee criteria on page 10.</li> <li>• Must be Ngāpuhi 55 years or over.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be Ngāpuhi 55 years or over.</li> <li>• Can vote one of three ways:               <ul style="list-style-type: none"> <li>– paper ballot at a Hui of Ngāpuhi Kaumātua Kuia; or</li> <li>– voting online; or</li> <li>– postal vote.</li> </ul> </li> <li>• Voting papers can be requested and received via the IRO.</li> <li>• Must be registered with Te Rūnanga-Ā-Iwi-O-Ngāpuhi or complete a register to vote form, which must be validated by the IRO (See <i>Appendix XII</i> and <i>Appendix XIV</i> of 31 March 2012 Deed of Mandate).</li> <li>• Persons who vote in the Kaumātua Kuia Representative election process are not prevented from participating in Hapū Kaikōrero election processes or the Ngāpuhi Ā Rohe election processes if they meet eligibility criteria.</li> </ul>

## Replacement Process

The replacement process is:

- a) Any Ngāpuhi member(s) 55 years or over seeking to replace a Kaumātua or Kuia Representative should notify the Tūhoronuku IMA in writing of the reason for seeking replacement.
- b) The Tūhoronuku IMA will consider the notice at its next Trustee meeting and shall contact the affected parties. If appropriate, Tūhoronuku IMA shall convene a hui between the Kaumātua or Kuia Representative and the person(s) seeking to replace that representative, to attempt to resolve the concerns raised. The Tūhoronuku IMA will also determine whether the issue requires further action to assist in resolution.
- c) If resolution cannot be achieved, a minimum of 80 Ngāpuhi members 55 years or over must, in writing, notify the Tūhoronuku IMA of their intention to call a hui to replace the Kaumātua or Kuia Representative and provide proof of registration with Te Rūnanga-Ā-Iwi-O-Ngāpuhi or a completed register to vote form for those providing notice.
- d) Within 14 days receipt of the notice, the Tūhoronuku IMA must direct the IRO to give 21 days Public Notice of the hui.



- e) Minimum attendance at the hui must be 50 Ngāpuhi members, 55 years or over. The existing Kaumātua or Kuia Representative must be given an opportunity to speak.
- f) Of those Ngāpuhi members 55 years or over present at the hui, 75% must vote to support the replacement of the Kaumātua or Kuia Representative.
- g) If 75% support is achieved, the nomination and election process shall be repeated to determine the new Kaumātua or Kuia Representative.

***Consent to replacement***

- h) If a Kaumātua or Kuia Representative volunteers or consents to replacement, the steps at (b) - (g) shall not be required. Instead, the representative should, in writing, notify the Tūhoronuku IMA of his/her intention to stand down, and the nomination and election process shall be repeated to determine the new Kaumātua or Kuia Representative.

## TE WHARE TAPU O NGĀPUHI (REGIONAL HAPŪ) REPRESENTATIVES

The Regional Hapū Representative appointments to the Tūhoronuku IMA will occur in two stages.

- 1) Each of the Ngāpuhi hapū listed in Appendix 2 may elect to mandate a Hapū Kaikōrero to represent that hapū. There shall be a maximum of one Hapū Kaikōrero per hapū listed (Appendix 2).
- 2) Hapū Kaikōrero can only be mandated to represent one hapū (as per Appendix 2)
- 3) Mandated Hapū Kaikōrero per region will appoint up to three (3) Regional Hapū Representatives to the Tūhoronuku IMA.

### **STAGE ONE: MANDATED HAPŪ KAIKŌRERO**

#### **Confirmation of current Mandated Hapū Kaikōrero**

All Mandated Hapū Kaikōrero elected under the process described in the March 2012 Deed of Mandate shall continue to hold that position (subject to the replacement process described below).

For hapū without a Mandated Hapū Kaikōrero, the following process shall apply.

#### **Call for nominations**

The IRO will issue a Public Notice calling for nominations for Hapū Kaikōrero in each of the five Whare Tapu o Ngāpuhi regions, being Hokianga, Kaikohe-Waimate-Taiāmai, Whangaroa, Te Pewhairangi and Whangarei ki Mangakahia. The nomination period shall run for 21 days.

- Nomination forms can be requested and received via the IRO or their website.
- Self - nomination is not permitted.

If only one Mandated Hapū Kaikōrero nomination is received for a hapū, then that nominee will be duly accepted as the Mandated Hapū Kaikōrero. *(An election hui will not be required.)*

#### **Hui election process**

If more than one Mandated Hapū Kaikōrero nomination is received for a hapū, then, within 14 days of the end date of the nomination period, the IRO shall liaise with each hapū to facilitate Mandated Hapū Kaikōrero elections hui. To be a valid hui, the following minimum criteria must be met:

- a) The IRO gives 21 days Public Notice of the Hui Ā Hapū to hapū members.
- b) Notices must clearly state the date, time and venue of the hui, that the purpose of the hui is to vote for the position of "Mandated Hapū Kaikōrero for their hapū in that region" and indicate that candidate profile information can be viewed on the IRO website, the Tūhoronuku IMA website and will be available on the day of the hui.
- c) Voting is undertaken by persons present at the hui by way of paper ballot, or online or by postal vote.

The hui election process shall be completed within three (3) months after the Crown recognises the Tūhoronuku IMA Deed of Mandate.

Public Notice of those persons successfully elected to the role of Mandated Hapū Kaikōrero must be issued within seven (7) days following the completion of the voting period.

### Election eligibility criteria

NOMINATOR	NOMINEE	VOTER
<ul style="list-style-type: none"> <li>• Must confirm that the nominee whakapapa is to the hapū calling for nominations.</li> <li>• Must be Ngāpuhi 18 years or over and whakapapa to the hapū calling for nominations.</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet the general nominee criteria on page 10.</li> <li>• Must be Ngāpuhi 18 years or over and whakapapa to the hapū calling for nominations.</li> <li>• Must be present at the election hui (if any).</li> </ul>	<ul style="list-style-type: none"> <li>• Must be Ngāpuhi 18 years or over and whakapapa to the hapū calling for nominations.</li> <li>• Can vote one of three ways:               <ul style="list-style-type: none"> <li>– paper ballot at a Hui Ā Hapū; or</li> <li>– voting online; or</li> <li>– postal vote.</li> </ul> </li> <li>• Voting papers can be requested and received via the IRO.</li> <li>• Must be registered with Te Rūnanga-Ā-Iwi-O-Ngāpuhi or complete a register to vote form which must be validated by the IRO (See <i>Appendix XII</i> and <i>Appendix XIV</i> of 31 March 2012 Deed of Mandate).</li> <li>• Persons who whakapapa to more than one hapū may vote in each of the relevant hapū elections.</li> </ul>

## STAGE TWO: REGIONAL HAPŪ REPRESENTATIVES

### Commencement

For each region, Stage Two shall commence within 3½ months after the Crown recognises the Tūhoronuku IMA Deed of Mandate.

### Hui to nominate and appoint Regional Hapū Representatives

For each region, the IRO will, as soon as practical after the commencement of Stage Two, provide 21 days Private Notice of a hui to nominate and appoint Regional Hapū Representatives to the Tūhoronuku IMA to all Mandated Hapū Kaikōrero for that region. The notices must clearly state the date, time, purpose and venue of the hui.

## Appointment Process to Tūhoronuku IMA

The IRO will convene a nomination and appointment hui for each of the five (5) regions in accordance with the following minimum criteria:

- a) An attendance register must be kept.
- b) Nomination is undertaken by Mandated Hapū Kaikōrero, as per the regions, present at the hui. Mandated Hapū Kaikōrero cannot self nominate.
- c) If three (3) or less Mandated Hapū Kaikōrero are nominated they shall be duly appointed to the Tūhoronuku IMA.
- d) Voting (if four (4) or more Mandated Hapū Kaikōrero are nominated) is undertaken by Mandated Hapū Kaikōrero, as per the regions, present at the hui by way of paper ballot.

Public Notice of those persons successfully appointed to the role of Regional Hapū Representative must be issued within seven (7) days of the date of the hui.

## Election eligibility criteria

NOMINATOR	NOMINEE	VOTER
<ul style="list-style-type: none"> <li>• Must be a Mandated Hapū Kaikōrero appointed in the Stage One process.</li> <li>• Must be present at the hui.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be a Mandated Hapū Kaikōrero appointed in the Stage One process.</li> <li>• Must be present at the hui.</li> <li>• Must meet the general nominee criteria on page 10.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be a Mandated Hapū Kaikōrero appointed in the Stage One process.</li> <li>• Must be present at the hui.</li> </ul>

## Replacement Process for Mandated Hapū Kaikōrero and Regional Hapū Representatives

Mandated Hapū Kaikōrero and/or Regional Hapū Representatives may be changed from time to time (for example, to address concerns over representation, or to reflect changes in or additions to the Mandated Hapū Kaikōrero of that region).

The replacement process is:

### Mandated Hapū Kaikōrero

- a) Any Hapū member(s) seeking to replace their Mandated Hapū Kaikōrero should notify the Tūhoronuku IMA in writing of the reason for seeking replacement.
- b) The Tūhoronuku IMA will consider the notice at its next Trustee meeting and shall contact the affected parties. If appropriate, Tūhoronuku IMA shall convene a hui between the Mandated Hapū Kaikōrero and hapū member(s) seeking to replace the Mandated Hapū Kaikōrero, to attempt to resolve the concerns raised. The Tūhoronuku IMA will also determine whether the issue requires further action to assist in resolution.

- c) If a resolution cannot be achieved a minimum of 90 hapū members 18 years or over must, in writing, notify the Tūhoronuku IMA of their intention to replace the Mandated Hapū Kaikōrero and provide proof of registration with Te Rūnanga-Ā-Iwi-O-Ngāpuhi or a completed register to vote form for those providing notice.
- d) Within 14 days receipt of the notice, the Tūhoronuku IMA must direct the IRO to give 21 days Public Notice of the hui.
- e) Minimum attendance at the hui must be 60 hapū members 18 years or over. The existing Mandated Hapū Kaikōrero must be given an opportunity to speak.
- f) Of those hapū members 18 years or over present at the hui, 75% must vote to support the replacement of the Mandated Hapū Kaikōrero.
- g) If 75% support is achieved, the Stage One nomination and election process shall be repeated to determine the new Mandated Hapū Kaikōrero.

#### **Consent to replacement:**

- h) If a Mandated Hapū Kaikōrero volunteers or consents to replacement, the steps at (b) - (g) shall not be required. Instead, the Mandated Hapū Kaikōrero should, in writing, notify Tūhoronuku IMA of his/her intention to stand down and the nomination and election process shall be repeated to determine the new Mandated Hapū Kaikōrero.

If a Mandated Hapū Kaikōrero was not elected for a hapū in the initial Stage One process, a new Stage One process can be initiated for that hapū at any time by a minimum of 10 hapū members 18 years or over giving notice in writing to the Tūhoronuku IMA and the IRO that they wish to do so.

#### **Regional Hapū Representative**

- a) Any Mandated Hapū Kaikōrero seeking to replace a Regional Hapū Representative should notify the Tūhoronuku IMA in writing of the reason for seeking replacement.
- b) The Tūhoronuku IMA will consider the notice at its next Trustee meeting and shall contact the affected parties. If appropriate, the Tūhoronuku IMA shall convene a hui between the Regional Hapū Representative and the Mandated Hapū Kaikōrero seeking to replace that representative, to attempt to resolve the concerns raised. The Tūhoronuku IMA will also determine whether the issue requires further action to assist in resolution.
- c) If resolution cannot be achieved, a majority of Mandated Hapū Kaikōrero for the Region must, in writing, notify the Tūhoronuku IMA of their willingness to call a hui to replace the Regional Hapū Representative.
- d) Within 14 days receipt of the notice, the Tūhoronuku IMA must direct the IRO to give 21 days Private Notice of the hui to Mandated Hapū Kaikōrero for the region.
- e) Minimum attendance at the hui must be 50% of the region's Mandated Hapū Kaikōrero. The existing Regional Hapū Representative must be given an opportunity to speak.

- f) Of those Mandated Hapū Kaikōrero present at the hui, 75% must vote to support the replacement of the Regional Hapū Representative.
- g) If 75% support is achieved, the Stage Two process shall be repeated to determine the new Regional Hapū Representative.

#### **Consent to replacement:**

- h) If a Regional Hapū Representative volunteers or consents to replacement, the steps at (b) - (g) shall not be required. Instead, the representative should, in writing, notify the Tūhoronuku IMA of his/her intention to stand down, and the Stage Two process shall be repeated to determine the new Regional Hapū Representative.

## **NGĀPUHI Ā ROHE (URBAN) REPRESENTATIVES**

### **ELECTION PROCESS**

#### **Call for nominations**

The IRO will issue a Public Notice calling for nominations for Urban Representatives in each of the four urban areas, being Central/West Auckland, South Auckland, Wellington and the South Island. The nomination period shall run for 21 days.

- Nomination forms can be requested and received via the IRO or their website.
- Self - nomination is not permitted.

For each of the four (4) urban regions, if only one Urban Representative nomination is received, then that nominee will be duly accepted and appointed to the Tūhoronuku IMA. *(An election hui will not be required.)*

#### **Hui to elect Ngāpuhi Ā Rohe (Urban) Representatives**

For each of the four (4) urban regions, if more than one Urban Representative nomination is received, then, within 14 days of the end date of the nomination period, the IRO must provide 21 days Public Notice of a hui to elect the Urban Representative for that urban region. The notice must clearly state the date, time, purpose and venue of the hui and indicate that candidate profile information can be viewed on the IRO website, the Tūhoronuku IMA website and will be available on the day of the hui.

#### **Hui Election Process**

The IRO will convene the election hui in accordance with the following minimum criteria:

- a) An attendance register must be kept.
- b) Voting is undertaken by way of paper ballot at a Hui, or on-line or by postal vote.

Public Notice of those persons successfully elected to the role of Urban Representative must be issued within seven (7) days following the completion of the voting period.

## Election eligibility criteria

NOMINATOR	NOMINEE	VOTER
<ul style="list-style-type: none"> <li>• Must be Ngāpuhi 18 years or over who live within the urban region calling for nominations.</li> <li>• Must complete and return the nomination form in the prescribed timeframe.</li> <li>• Must confirm the Nominee lives in the region calling for nominations.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be Ngāpuhi 18 years or over who live (and continue to live) within the urban region calling for nominations.</li> <li>• Must be present at the election hui (if any).</li> <li>• Must meet the general nominee criteria on page 10.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be Ngāpuhi 18 years or over who live within the urban region calling for nominations.</li> <li>• Can vote one of three ways:               <ul style="list-style-type: none"> <li>– attending a Hui Ā Rohe; or</li> <li>– voting online; or</li> <li>– postal vote.</li> </ul> </li> <li>• Voting papers can be requested and received via the IRO.</li> <li>• Must be registered with Te Rūnanga-Ā-Iwi-O-Ngāpuhi or complete a register to vote form which must be validated by the IRO (<i>See Appendix XII and Appendix XIV of 31 March 2012 Deed of Mandate</i>).</li> <li>• Persons who vote in an Urban Representative election process are not prevented from participating in Mandated Hapū Kaikōrero election processes or the Kaumātua Kuia election processes if they meet eligibility criteria.</li> </ul>

## Replacement Process

The replacement process is:

- Any Ngāpuhi member(s) 18 years or over living in the urban region seeking to replace an Urban Representative should notify the Tūhoronuku IMA in writing of the reason for seeking replacement.
- The Tūhoronuku IMA will consider the notice at its next Trustee meeting and shall contact the affected parties. If appropriate, the Tūhoronuku IMA shall convene a hui between the Urban Representative and the person(s) seeking to replace that representative, to attempt to resolve the concerns raised. Tūhoronuku IMA will also determine whether the dispute requires further action to assist in resolution.
- If resolution cannot be achieved, the following minimum number of Ngāpuhi members 18 years or over living in the urban region must, in writing, notify the Tūhoronuku IMA and the IRO of their willingness to call a hui to replace the Urban Representative:
  - Pōneke and Te Waipounamu: 80 persons
  - Tāmaki Central/West and Tāmaki South: 180 persons

- d) Persons providing notice must provide proof of registration with Te Rūnanga-Ā-Iwi-O-Ngāpuhi or a completed register to vote form.
- e) Within 14 days receipt of the notice, the Tūhoronuku IMA must direct the IRO to give 21 days Public Notice of the hui.
- f) Minimum attendance at the hui by Ngāpuhi members 18 years or over living in the urban region is as follows:
  - Pōneke and Te Waipounamu: 50 persons
  - Tāmaki Central/West and Tāmaki South: 150 persons
- g) The existing Urban Representative must be given an opportunity to speak.
- h) Of those Ngāpuhi members 18 years or over living in the urban region present at the hui, 75% must vote to support the replacement of the Urban Representative.
- i) If 75% support is achieved, the election process shall be repeated to determine the new Urban Representative.

#### **Consent to replacement:**

- j) If an Urban Representative volunteers or consents to replacement, the steps at (b) - (i) shall not be required. Instead, the representative should, in writing, notify the Tūhoronuku IMA of his/her intention to stand down, and the election process shall be repeated to determine the new Urban Representative.

## **TE RŪNANGA-Ā-IWI-O-NGĀPUHI REPRESENTATIVE**

Te Rūnanga-Ā-Iwi-O-Ngāpuhi Board of Trustees shall appoint a representative to the Tūhoronuku IMA.

#### **Appointment/Replacement Process**

The Rūnanga Representative shall be appointed (or replaced) by a majority resolution of Rūnanga Trustees at a regular Board meeting.

#### **Notice of appointment/replacement**

Within seven (7) days of the meeting of Trustees at which the appointment (or replacement) resolution was passed, the Rūnanga must provide written confirmation to the IRO of the resolution. Upon receipt of notice from the Rūnanga, the IRO must issue a Public Notice announcing the Rūnanga Representative.



### Election eligibility criteria

<b>NOMINATOR</b>	<b>NOMINEE</b>	<b>VOTER</b>
<ul style="list-style-type: none"> <li>• Must be a current Board member of Te Rūnanga-Ā-Iwi-O-Ngāpuhi.</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet the general nominee criteria on page 10.</li> <li>• Must be a current Board member of Te Rūnanga-Ā-Iwi-O-Ngāpuhi.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be a current Board member of Te Rūnanga-Ā-Iwi-O-Ngāpuhi.</li> </ul>

## NGĀ WAITOHU KI NGĀ TĀPIRITANGA O TE MANA KŌKIRI

### Signatories to the Deed of Mandate Addendum

Set out below are the names of the Tūhoronuku Representatives formally executing this Deed of Mandate Addendum.

**Raniera (Sonny) Tau - Interim Chairperson**

On behalf of Te Rōpū o Tūhoronuku



**3 / 07 / 2013**

DATE

**John Klaricich - Kaumātua Representative**

**Titewhai Harawira - Kuia Representative**

**Toko Tahere - Hapū Representative**

**Kyle Hoani - Hapū Representative**

**Sam Napia - Hapū Representative**

**Hōne Sadler - South Auckland Rohe**

**Denis Hansen - West / Central Auckland Rohe**

**Hemi Pou - Wellington Rohe**

**Tana Cooper - South Island Rohe**

**Carol Dodd - Rūnanga Board**

**Raniera (Sonny) Tau - Rūnanga Board**

NGĀ TĀPIRITANGA

***Appendices***

# NGĀ TĀPIRITANGA

## *Appendices*

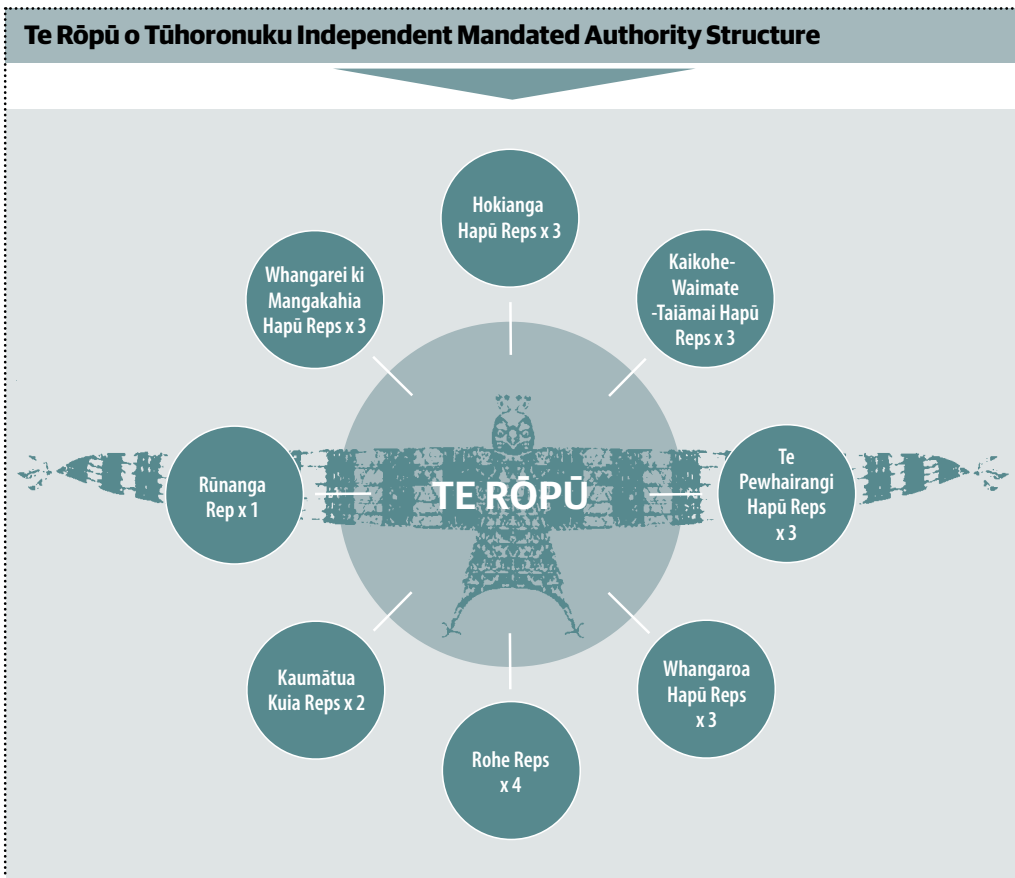
Appendix 1: Tūhoronuku Independent Mandated Authority Representative Model .....	27
Appendix 2: Te Whare Tapu o Ngāpuhi Regional Hapū Map .....	31
Appendix 3: Updated Claimant Definition .....	35
Appendix 4: Tūhoronuku Independent Mandate Authority Trust Deed .....	39
Appendix 5: Memorandum of Understanding between Te Rūnanga-Ā-Iwi-O-Ngāpuhi and Te Rōpū o Tūhoronuku Independent Mandated Authority .....	61

**Tūhoronuku Independent Mandated  
Authority Representative Model  
22 Members**



# Tūhoronuku Independent Mandated Authority Representative Model

## 22 Members







**Te Whare Tapu o Ngāpuhi  
Regional Hapū Map**



## Te Whare Tapu o Ngāpuhi Regional Hapū Map

### WHANGAROA

Kai Tangata, Kaitore, Ngā Uri o Te Pona, Ngai Tū Pango, Ngāti Haiti, Ngāti Kahuiti, Ngāti Kāwau, Ngāti Kawhiti, Ngāti Kohu, Ngāti Kura, Ngāti Miro, Ngāti Mokokohi, Ngāti Pākahi, Ngāti Pou, Ngāti Ruamahue, Ngāti Tū, Ngāti Uru, Te Aeto, Te Tahawai, Te Uri Kai Whare, Te Uri o Te Aho, Whānau Pani

### KAIKOHE-WAIMATE-TAIĀMAI

Ngai Tāwake, Ngai Tūteauru, Ngāti Hineira, Ngāti Hinemutu, Ngāti Kiriahi, Ngāti Korohue, Ngāti Māhia, Ngāti Mau, Ngāti Moerewa, Ngāti Rangī, Ngāti Tautahi, Ngāti Ueoneone, Ngāti Whakaeke, Te Ngare Hauata, Te Pōpoto, Te Pōtai, Te Takoto Kē, Te Uri o Hua, Te Uri Taniwha, Te Wahineiti, Te Whiu, Whānautara

### TE PEWHAIRANGI

Matarahurahu, Ngare Raumati, Ngāti Hine, Ngāti Kawa, Ngāti Kōpaki, Ngāti Kuta, Ngāti Manu, Ngāti Miru, Ngāti Ngāherehere, Ngāti Pare, Ngāti Rāhiri, Ngāti Rēhia, Ngāti Te Ara, Ngāti Te Tārawa, Ngāti Tipa, Ngāti Torehina, Patukeha, Te Kapotai, Te Uri Karaka, Te Uri O Rātakitaki/Te Uri Rata, Te Uri Ongongo, Tekau I Mua

### HOKIANGA

Kohatutaka, Ngai Tūpoto, Ngāti Hao, Ngāti Hua, Ngāti Hurihanga, Ngāti Kaharau, Ngāti Kairewa, Ngāti Kerewheti, Ngāti Korokoro, Ngāti Pākau, Ngāti Parenga, Ngāti Patutaratara, Ngāti Rahuwhakairi, Ngāti Rangihana, Ngāti Rauwawe, Ngāti Toro, Ngāti Tuapango, Ngāti Whārara, Te Hikutu, Te Honihoni, Te Ihutai, Te Māhurehure, Te Ngahengahe, Te Pouka, Te Uri Māhoe, Te Whānau Whero

### WHANGAREI KI MANGAKAHIA

Ngai Tai, Ngāti Hau, Ngāti Horahia, Ngāti Kahu O Torongare, Ngāti Moe, Ngāti Pongia, Ngāti Taka, Ngāti Te Rino, Ngāti Toki, Ngāti Whakahotu, Ngāti Whakamaunga, Patuharakeke, Te Kumutu, Te Orewai, Te Parawhau, Te Rauwera, Te Uriroroī, Te Waiārīki

**Disclaimer:** For the purposes of hapū representation in settlement negotiations, Te Whare Tapu o Ngāpuhi will be represented by the five (5) regions above. These five regions are for administrative purposes only and do not necessarily reflect the rohe of Te Whare Tapu o Ngāpuhi.



## **Updated Claimant Definition**

## Updated Claimant Definition

### Ngāpuhi Hapū

Kai Tangata, Kaitore, Kohatutaka, Matarahurahu, Ngā Uri o Te Pona, Ngai Tai, Ngai Tāwake, Ngai Tū Pango, Ngai Tūpoto, Ngai Tūteauru, Ngāre Raumati, Ngāti Haiti, Ngāti Hao, Ngāti Hau, Ngāti Hine, Ngāti Hineira, Ngāti Hinemutu, Ngāti Horahia, Ngāti Hua, Ngāti Hurihanga, Ngāti Kaharau, Ngāti Kahu o Torongare, Ngāti Kahuiti, Ngāti Kairewa, Ngāti Kawa, Ngāti Kāwau, Ngāti Kawhiti, Ngāti Kerewheti, Ngāti Kiriahi, Ngāti Kohu, Ngāti Kōpaki, Ngāti Korohue, Ngāti Korokoro, Ngāti Kura, Ngāti Kuta, Ngāti Māhia, Ngāti Manu, Ngāti Mau, Ngāti Miro, Ngāti Miru, Ngāti Moe, Ngāti Moerewa, Ngāti Mokokohi, Ngāti Ngāherehere, Ngāti Pākahi, Ngāti Pākau, Ngāti Pare, Ngāti Parenga, Ngāti Patutaratara, Ngāti Pongia, Ngāti Pou, Ngāti Rāhiri, Ngāti Rahuwhakairi, Ngāti Rangī, Ngāti Rangihana, Ngāti Rauwawe, Ngāti Rēhia, Ngāti Ruamahue, Ngāti Taka, Ngāti Tautahi, Ngāti Te Ara, Ngāti Te Rino, Ngāti Te Tārawa, Ngāti Tipa, Ngāti Toki, Ngāti Torehina, Ngāti Toro, Ngāti Tū, Ngāti Tuapango, Ngāti Ueoneone, Ngāti Uru, Ngāti Whakaeke, Ngāti Whakahotu, Ngāti Whakamaunga, Ngāti Whārara, Patuharakeke, Patukeha, Te Aeto, Te Hikutu, Te Honihoni, Te Ihutai, Te Kapotai, Te Kumutu, Te Māhurehure, Te Ngahengahe, Te Ngare Hauata, Te Orewai, Te Parawhau, Te Pōpoto, Te Pōtai, Te Pouka, Te Rauwera, Te Tahawai, Te Takoto Kē, Te Uri Kai Whare, Te Uri Karaka, Te Uri Māhoe, Te Uri o Hua, Te Uri O Ratakītaki/Te Uri Rata, Te Uri o Te Aho, Te Uri Ongongo, Te Uri Taniwha, Te Uriroroi, Te Wahineiti, Te Waiāriki, Te Whānau Whero, Te Whiu, Tekau I Mua, Whānau Pani, Whānautara.

### Ngāpuhi Marae

Akerama, Arohamauora, Hiruhārama Hōu, Horomanga, Kahukura Āriki, Kaikou, Kaingahoa, Kaiwaha/Aotea, Karangahape, Kāretu, Kawiti, Kohewhata, Kohewhiti, Kokohuia/Whakarongotai, Korokota, Kotahitanga, Kotuku, Māhūhū ki te Rangī, Māhuri, Mangaiti, Mangamuka, Mangataipa, Mangawhero, Maraenui, Maraeroa, Mātai Aranui, Mataitaua, Matangirau, Matapōuri, Matauri, Matawaia, Mātoa, Maungārongo, Miria, Moehau, Mokouiarangi, Mōria, Mōtatau, Ngai Tāwake, Ngāraratunua, Ngāwhā, Ngunguru, Ōkorihī, Oromāhoe, Ōtaika, Ōtatara, Ōtiria, Pā te Aroha, Pakaru ki te Rangī, Parahaki, Parawhenua, Paremata, Parengaroa, Parihaka, Pāteoro, Pehiaweri, Piki te Aroha, Pikipāria, Puhi Moana Āriki reserve, Pukerata/Ōtaua, Puketawa, Punakitere/Ōkorihī, Rangatahi, Rāwhitiroa, Tahawai, Tāhekeroa, Takahiwai, Tākou, Tangiteroria/Tirarau, Tāpui, Tau Henare, Tauratūmaru, Tauteihiihi, Tautoro, Tauwhara, Te Aranga Hou, Te Aroha, Te Arohanui, Te Huehue, Te Huia, Te Hungaiti, Te Huruhi, Te Iringa, Te Kotahitanga, Te Maata, Te Maruata, Te Ngaere, Te Pātūnga, Te Piiti, Te Rangatahi, Te Raukura, Te Rāwhiti, Te Ringi, Te Rito, Te Tārai o Rāhiri/Nukutawhiti, Te Tii, Te Turuki, Te Whetu Marama, Tere Awatea, Toetoe, Tokerau, Tū Tangata, Tuhirangi, Ururangi, Utakura, Waihaahaa, Waikare, Waimangaro, Waimarie, Wainui, Waiomio, Waitangi, Whakaari, Whakamaharatanga, Whakapara, Wharengaere, Whitiora.

## Wai Claims

24, 45, 49, 53, 58, 67, 68, 82, 109, 111, 120, 123, 149, 187, 230, 234, 242, 246, 249, 250, 251, 273, 291, 302, 304, 326, 327, 352, 354, 371, 375, 421, 435, 455, 466, 468, 479, 492, 495, 504, 510, 513, 520, 523, 528, 541, 549, 565, 568, 573, 591, 593, 605, 606, 619, 620, 642, 654, 682, 683, 688, 697, 700, 712, 721, 745, 752, 774, 779, 820, 824, 862, 869, 879, 880, 882, 884, 887, 902, 914, 919, 932, 966, 974, 985, 990, 1040, 1055, 1060, 1129, 1131, 1140, 1148, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1247, 1248, 1253, 1259, 1306, 1307, 1308, 1312, 1313, 1314, 1333, 1341, 1343, 1347, 1354, 1380, 1383, 1385, 1400, 1402, 1411, 1412, 1413, 1414, 1415, 1416, 1426, 1427, 1431, 1440, 1445, 1449, 1460, 1464, 1465, 1466, 1467, 1477, 1478, 1479, 1484, 1485, 1487, 1488, 1507, 1508, 1509, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1520, 1521, 1522, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1546, 1547, 1548, 1549, 1550, 1551, 1582, 1613, 1661, 1664, 1665, 1666, 1667, 1673, 1674, 1675, 1676, 1678, 1679, 1680, 1681, 1682, 1684, 1686, 1687, 1688, 1689, 1709, 1710, 1711, 1712, 1714, 1715, 1716, 1717, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1730, 1732, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1786, 1837, 1838, 1839, 1843, 1844, 1846, 1848, 1849, 1850, 1853, 1854, 1855, 1856, 1857, 1864, 1886, 1890, 1896, 1917, 1918, 1930, 1940, 1941, 1942, 1943, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1969, 1970, 1971, 1972, 1973, 2003, 2005, 2010, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2071, 2072, 2073, 2099, 2115, 2116, 2124, 2138, 2148, 2149, 2150, 2152, 2153, 2155, 2170, 2171, 2179, 2182, 2191, 2196, 2202, 2206, 2239, 2240, 2242, 2243, 2244, 2253, 2254, 2260, 2276, 2295, 2309, 2310, 2325, 2346, 2354, 2355, 2365, 2368, 2371, 2373, 2376, 2377 and 2382.

Where a claim only relates in part to Ngāpuhi, only that part of the claim will be settled.

**Disclaimer:** Tūhoronuku has taken reasonable care to ensure this information is accurate and up-to-date. The schedule of claims has been sourced using information available at the time and may be subject to change upon notification from the Waitangi Tribunal and/or the Crown. Tūhoronuku makes no warranties or representations about accuracy, sequence or completeness of this content.





**Te Rōpū o Tūhoronuku  
Independent Mandated Authority**

**Deed of Trust**



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**TE RŌPŪ O TŪHORONUKU  
INDEPENDENT MANDATED AUTHORITY  
DEED OF TRUST**

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**TABLE OF CONTENTS**

1. NAME OF TRUST .....	1
2. DEFINITIONS AND INTERPRETATION .....	1
3. DECLARATION OF TRUST .....	3
4. CHARITABLE PURPOSE .....	3
5. TRUSTEES.....	3
6. OBLIGATIONS AND POWERS OF TRUSTEES.....	5
7. APPOINTMENT AND ROLE OF NEGOTIATING TEAM.....	6
8. MANAGEMENT OF THE TRUST .....	6
9. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS .....	9
10. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS .....	10
11. DISPUTES PROCEDURE .....	10
12. LIABILITY AND INDEMNITY OF TRUSTEES .....	11
13. INCORPORATION/REGISTRATION .....	11
14. SEAL.....	11
15. WINDING UP OF TRUST .....	11
16. ALTERATION OF TERMS OF DEED .....	12
17. NOTICE .....	12
18. COUNTERPARTS.....	12

**DEED OF TRUST** made [•]**PARTIES**

**Te Rūnanga-Ā-Iwi-O-Ngāpuhi ("Settlor")**

**Toko Tahere, Sam Napia, Kyle Hoani, John Klaricich, Titewhai Harawira, Denis Hansen QSM, Hōne Sadler, Hemi Pou, Donald (Tana) Cooper, Carol Dodd, Raniera (Sonny) Tau ("Initial Trustees")**

**INTRODUCTION**

- A. The Settlor wishes to establish a trust for the charitable purposes set out in this deed.
- B. The Initial Trustees have consented to become interim caretaker Trustees of such a trust upon the trusts, for the purposes and with the powers as set out in this deed.
- C. The Settlor will, on the Effective Date, provide the Trustees with the property listed in Schedule Two to be held by the Trustees upon the trusts, for the purposes and with the powers as set out in this deed.
- D. This deed also sets out the process for electing and appointing further Trustees.

**TRUST TERMS****1. NAME OF TRUST**

- 1.1 The trust created by this deed shall be known as Te Rōpū o Tūhoronuku Independent Mandated Authority ("**Tūhoronuku IMA**").

**2. DEFINITIONS AND INTERPRETATION****2.1 Definitions:**

In this deed, unless the context otherwise requires:

**"Adult Member"** means a Member of Ngāpuhi who is over the age of 18 years.

**"Appointed Trustee"** means a Trustee appointed in accordance with Schedule One.

**"Chairperson"** means the Trustee elected as chairperson in accordance with clause 8.3.

**"Charitable Purposes"** in this deed means every purpose within New Zealand which, in accordance with the laws of New Zealand for the time being, is charitable, whether such purpose involves the relief of poverty, the advancement of education and religion or any other object or purpose beneficial to the community, and shall include any trust established solely and exclusively for charitable purposes.

**"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 and the [•] June 2013 Addendum.

**"Deputy Chairperson"** means the person elected as deputy chairperson in accordance with clause 8.4.

**"Effective Date"** means the date upon which the Crown recognises the Trust as the mandated representative of Ngāpuhi in the Deed of Mandate.

**"Elected Trustee"** means a Trustee elected in accordance with Schedule One.

**"Election Completion Date"** means the date that the election and appointment process is complete as determined in accordance with Schedule One and the [•] June 2013 Addendum to the Deed of Mandate.

**"Initial Trustee"** means an interim caretaker Trustee in accordance with clause 5.3.

**"Intellectual Property"** means all intellectual property owned by the Settlor, whether registered or unregistered, including but not limited to copyright works, logos, designs, domain names and websites.

**"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.

**"Ngāpuhi"** means the Iwi comprising every person who is descended from a primary ancestor of Ngāpuhi.

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

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

**"Secretary"** means the officer of the Trust appointed in accordance with clause 8.5 of this deed.

**"Te Rōpū o Tūhoronuku"** means the subcommittee of Te Rūnanga-Ā-Iwi-O-Ngāpuhi.

**"Te Rūnanga-Ā-Iwi-O-Ngāpuhi"** means the charitable trust established by deed of trust dated 6 March 1989.

**"Tikanga"** means the protocols of Ngāpuhi.

**"Trust"** means the trust established by this deed.

**"Trust Property"** means all the assets and liabilities (if relevant) of the Trust, including income that is from time to time held by the Trustees on the trusts of this deed.

**"Trustees"** means the trustees for the time being of the Trust, whether Initial Trustees, Elected Trustees, or Appointed Trustees.

**"Whāngai"** 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 of Ngāpuhi.

**"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 this deed:

- (a) except as otherwise expressly provided by this deed, the powers or discretions as to the administration of the Trust or as to the distribution of the income and the capital of the Trust Property vested in the Trustees 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 this deed; and
- (d) the deed includes the Schedules.

## 3. DECLARATION OF TRUST

- 3.1 The Settlor directs and declares, and the Trustees declare and acknowledge, that, upon the Effective Date, the Trustees shall hold the Trust Property upon the trusts, with and subject to the powers contained or implied in this deed.

## 4. CHARITABLE PURPOSE

- 4.1 **Purpose:** The Trustees shall hold the Trust Property upon trust for the purpose of negotiating a settlement with the Crown for breaches of Te Tiriti o Waitangi 1840, such purpose being a charitable purpose benefiting Ngāpuhi which relates to the relief of poverty, the advancement of education or religion or other matters beneficial to the community of Ngāpuhi.
- 4.2 **No non-charitable purpose:** The purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees.

## 5. TRUSTEES

- 5.1 **Number of Trustees:** The number of Trustees shall not be fewer than eight.

- 5.2 **Composition of Trustees:** The Trustees shall be:

- (a) until the Election Completion Date, the Initial Trustees;

(b) from the Election Completion Date, the Elected Trustees and Appointed Trustee.

5.3 **Initial Trustees:** The persons named in this deed as Initial Trustees, being the current members of Te Rōpū o Tūhoronuku shall be the first Trustees of the Trust. These Initial Trustees shall hold temporary office as Trustees until the Election Completion Date.

5.4 **Elected Trustees:** The persons elected as Trustees in accordance with Schedule One shall be Trustees.

5.5 **Appointed Trustee:** The person appointed as Trustee in accordance with Schedule One shall be a Trustee.

5.6 **Initial Trustees may become Elected Trustees or Appointed Trustees:** To avoid doubt, an Initial Trustee may become an Elected Trustee or an Appointed Trustee.

5.7 **Exclusions to eligibility as Trustee:** A person may not be appointed or hold office as a Trustee 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 Trustee;

(d) ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005; or

(e) is appointed as a Negotiator under clause 7.1.

5.8 **Period of office of Trustees:** Trustees shall hold office until they cease to hold office in accordance with clause 5.9.

5.9 **Cessation of office of Trustee:** Any person shall cease to be a Trustee if he or she:

(a) is an Elected Trustee, and is required to retire from office in accordance with Schedule One;

(b) is an Appointed Trustee, and is required to retire from office in accordance with Schedule One;

(c) is an Initial Trustee, and is required to retire from office in accordance with clause 5.3 (unless he or she has become an Elected Trustee or an Appointed Trustee);

(d) resigns as a Trustee by giving notice in accordance with clause 5.10;

(e) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance;

(f) satisfies one or more of the criteria in clause 5.7; or

(g) dies.



The Trustee concerned shall cease to hold office:

- (h) in the case where clause 5.9(a) or 5.9(b) applies, on the date specified in Schedule One;
- (i) in the case where 5.9(c) applies, on the Election Completion Date;
- (j) in the case where clause 5.9(d) applies, on the date the notice of resignation is received;
- (k) in a case where clause 5.9(e) applies, from the end of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (l) in all other cases, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

5.10 **Resignation of Trustee:** A Trustee may resign by giving notice in writing to the other Trustees or to the Secretary of the Trust. Upon the receipt of such notice the Trustee so resigning shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Property in the continuing or new Trustees, which acts and deeds shall be done and executed at the expense of the Trust.

5.11 **Effect of removal of Trustee:** Upon the removal of a Trustee from office, that person so removed shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Property in the remaining Trustees which acts and deeds shall be done and executed at the expense of the Trust.

5.12 **Filling Vacancies:** Where an Elected Trustee or an Appointed Trustee ceases to hold office, the vacancy shall be filled in accordance with clause 5.4 or clause 5.5 as the case may be.

## 6. OBLIGATIONS AND POWERS OF TRUSTEES

6.1 **Obligations:** The Trustees shall be obliged to adhere to this deed, the provisions of the Trustee Act 1956, and the Deed of Mandate.

6.2 **Powers:** Subject to clause 6.1, to achieve the purposes of the Trust the Trustees shall have in the administration and management of the Trust Property all the rights, powers and privileges of a natural person, and, subject always to the trusts imposed by this deed, may deal with the Trust Property as if the Trustees were the absolute owners of and beneficially entitled to the Trust Property, and accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Property or acting as Trustees of the Trust the Trustees 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.

6.3 **Principles:** The Trustees shall:

- (a) Be accountable to Ngāpuhi and be guided by the principles embodied in:
  - (i) the Articles of Te Tiriti o Waitangi 1840;
  - (ii) kaitiakitanga; and
  - (iii) ahi kā.

- (b) Exercise its powers in the spirit of consultation with and empowerment of the Whānau, Hapū and Marae of Ngāpuhi.
- (c) Make decisions consistent with the Tikanga of Ngāpuhi, sound policy advice, and proper meeting procedures.
- (d) Appoint, monitor, oversee and hold accountable any officers, managers and employees of the Trust who may be required to administer the Trust's policies, staff, or operational activities.
- (e) Engage, monitor, oversee and hold accountable such other persons or institutions the Trust may direct to implement its policies from time to time.

## 7. APPOINTMENT AND ROLE OF NEGOTIATING TEAM

- 7.1 **Appointment of Negotiators:** The Trustees shall appoint a minimum of three and no more than six Negotiators to represent Ngāpuhi in negotiating a settlement with the Crown for breaches of Te Tiriti o Waitangi 1840. Appointment, dismissal or replacement of a Negotiator shall require a majority resolution at a meeting of Trustees in accordance with clause 8.2.
- 7.2 **Trustee may not be a Negotiator:** A Trustee may not be a Negotiator. To avoid doubt, a Trustee may be appointed as a Negotiator, but must resign as a Trustee on appointment as a Negotiator.
- 7.3 **Role of Negotiators:** The Negotiators shall:
- (a) be fully accountable to, and take their instructions from, the Trustees; and
  - (b) report monthly, or as required by the Trustees, in writing on the progress of settlement negotiations.

## 8. MANAGEMENT OF THE TRUST

### 8.1 General:

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

### 8.2 Meetings of Trustees:

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide but not less frequently than four times in each year. The Trustees

- may invite to such meeting whatever other person or persons as the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
  - (c) In the event of an equality of votes the Chairperson shall have a second or casting vote.
  - (d) Except as expressly provided otherwise by this deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile, email, or such other electronic means, shall be deemed to have been duly signed by that Trustee.
  - (e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted, faxed or emailed to each Trustee at least fifteen Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.
  - (f) The quorum for a meeting of Trustees shall be a majority of the Trustees then holding office.
  - (g) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
    - (i) each Trustee 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 Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
    - (iii) at the commencement and conclusion of such meeting the chairperson must call upon each Trustee to acknowledge their attendance;
    - (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so; and
    - (v) a Trustee 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 Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
  - (h) Minutes of the proceedings of all meetings of the Trustees 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.

- (i) Each of the Trustees shall be entitled to nominate a person to act in his or her place at a meeting of the Trustees, provided that no such nomination shall be permitted for more than two consecutive meetings of the Trustees unless the other Trustees consent to the nomination of an alternative at any subsequent meeting. The nominating Trustee is liable for acts or omissions of his or her alternative, albeit that both the alternative and the nominating Trustee shall have the benefit of clauses 12.1 to 12.3 in respect of any acts or omissions of the alternative.

### 8.3 **Chairperson:**

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

8.4 **Deputy Chairperson:** The Trustees may also elect one Trustee 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.

8.5 **Secretary:** The Trustees 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 Trust or Settlor.

### 8.6 **Delegation of powers:**

- (a) The Trustees may delegate to any person or committee, whether or not a Trustee or Trustees, such of the powers of the Trustees as the Trustees may decide.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.

- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.
- (e) The Trustees may, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised.

8.7 **Bank account:** The Trustees shall keep an account or accounts at such bank or banks as the Trustees 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 Trustee) as the Trustees may decide.

8.8 **Trust records:** The Trustees shall keep sufficient records of:

- (a) receipts of funds by the Trust;
- (b) the application of the Trust'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.

8.9 **Disclosure of interest:** Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision. However, no Trustee will be interested in a matter where that Trustee is a member of an Iwi, Hapū, Marae or Whānau and where his or her interest is not different in kind from the interests of other members of that Iwi, Hapū, Marae or Whānau.

## 9. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS

9.1 **No private pecuniary profit:** No private pecuniary profit may be made by any person from the Trust, except that:

- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee, including payments for attending meetings of the Trustees, or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust; and

- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

9.2 **Trustees to comply with restrictions:** The Trustees, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

## 10. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS

10.1 **Recipient not to influence benefits:** Notwithstanding anything contained or implied in this deed, any person who is:

- (a) a settlor or Trustee of the Trust; or
- (b) a shareholder or director of any company carrying on any business of the Trust; or
- (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
- (d) an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, shareholder or director,

shall not by virtue of that capacity in any way (whether directly or indirectly) improperly determine, or improperly materially influence in any way the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person provided that all reasonable payments for goods or services that advance the purposes of the Trust, which reflect payments that would be made to unrelated parties, are not considered to breach this clause.

10.2 **Professional account and influence:** A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause.

## 11. DISPUTES PROCEDURE

11.1 **Resolution of disputes:** The Trustees 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. Disputes which cannot be resolved will be referred to the Trustees 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 Trustees within 20 Working Days of the dispute arising;
- (b) consideration of the notice will be given at the next meeting of Trustees following receipt of the notice;
- (c) the Trustees shall contact the affected parties and, if appropriate, assist in convening a hui to resolve the dispute;

- (d) the Trustees 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 Trustees.

11.2 **Election processes:** If a dispute about the validity of an election or appointment process conducted under Schedule One cannot be resolved under clause 11.1, the Trustees shall determine the issue. Their decision shall be final and binding.

## 12. LIABILITY AND INDEMNITY OF TRUSTEES

12.1 **No liability of Trustees, with exceptions:** No Trustee shall be liable for any loss to the Trust Property not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

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

12.3 **Insurance:** The Trustees may take out appropriate insurance to indemnify and protect the Trustees and officers of the Trust, and may meet the costs of doing so from the income and/or capital of the Trust as they see fit.

## 13. INCORPORATION/REGISTRATION

13.1 The Trustees may at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers conferred upon the Trustees by law or by this deed shall be conferred upon the Trustees as a trust board.

13.2 The Trustees may at any time apply for registration under the Charities Act 2005. If and while so registered, the Trustees will comply with the requirements of that Act.

## 14. SEAL

14.1 Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.

14.2 No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

## 15. WINDING UP OF TRUST

15.1 If at any time the Trustees decide that the purpose of the Trust has been fulfilled or for any reason it is no longer practicable or desirable to carry out the purposes of the Trust

then the Trustees may, by a resolution, decide to wind up the Trust and to vest the assets of the Trust in the Settlor or in one or more charitable bodies in New Zealand for their Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that if the Trust is then incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

## 16. ALTERATION OF TERMS OF DEED

16.1 The Trustees may, by a resolution supported by 75% of those Trustees who are entitled to attend and who are present, revoke, vary, or add to any of the provisions of this deed, provided such revocation, variation, or addition is not inconsistent with the Charitable Purposes of the Trust.

## 17. NOTICE

17.1 Any notice to be given to the Trust may be given in writing by:

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

## 18. COUNTERPARTS

18.1 This deed may be executed in any number of counterparts each of which is to be deemed an original, but all of which together will constitute a single instrument. A party may enter into this deed by executing any counterpart.

## SIGNED AS A DEED

**SIGNED** by **Te Rūnanga-Ā-Iwi-O-Ngāpuhi** (as Settlor) by affixing its common seal in the presence of:

\_\_\_\_\_  
**Signature of Trustee on behalf of  
 Te Rūnanga-Ā-Iwi-O-Ngāpuhi**

\_\_\_\_\_  
**Signature of Trustee on behalf of  
 Te Rūnanga-Ā-Iwi-O-Ngāpuhi**

\_\_\_\_\_  
**Name of Trustee**

\_\_\_\_\_  
**Name of Trustee**



**SIGNED** by **Te Rōpū o Tūhoronuku Independent Mandated Authority** by its Trustees:

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SIGNED** by [•] as Initial Trustee in the presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

City/town of residence

**SCHEDULE ONE: COMPOSITION OF TRUSTEES****PART A: TRUSTEES**

1. The Trustees consist of:
  - (a) until the Election Completion Date, the Initial Trustees; and
  - (b) from the Election Completion Date, the Elected Trustees and the Appointed Trustee.
2. The election and appointment processes in the [•] June 2013 Addendum to the Deed of Mandate shall be deemed to be part of this deed.

**PART B: ELECTED TRUSTEES****Elected Trustees**

3. There shall be a maximum of 21 Elected Trustees.
4. One Ngāpuhi Kaumātua and one Ngāpuhi Kuia shall be elected as Trustees by Ngāpuhi Kaumātua and Kuia over 55 years of age.
5. Fifteen Trustees shall be elected as Hapū representatives, with three elected for each of the following five regions (each a Hapū region):
  - (a) Hokianga
  - (b) Kaikohe-Waimate-Taiamai
  - (c) Whangaroa
  - (d) Te Pewhairangi
  - (e) Whangarei ki Mangakahia
6. Four Trustees shall be elected as Ngāpuhi-Ā-Rohe representatives, with one elected for each of the following four regions (each an urban region):
  - (a) South Auckland;
  - (b) West/Central Auckland;
  - (c) Wellington; and
  - (d) South Island.

**Election and replacement process**

7. The election process, criteria and replacement process shall be in accordance with the [•] June 2013 Addendum to the Deed of Mandate.

**PART C: APPOINTED TRUSTEE****Appointed Trustee**

8. There shall be a maximum of one Appointed Trustee appointed by the Settlor.

**Appointment and replacement process**

9. The Appointed Trustee shall be appointed and replaced in accordance with the [•] June 2013 Addendum to the Deed of Mandate and the processes of the Settlor.

**SCHEDULE TWO: SETTLED PROPERTY HELD ON TRUST**

1. All rights and obligations that the Settlor holds in respect of any contracts, agreements and arrangements entered into by the Settlor exclusively in respect of the business of Te Rōpū o Tūhoronuku.
2. The formal project documents and official external communications of Te Rōpū o Tūhoronuku that are under the possession or control of the Settlor and held exclusively in respect of the business of Te Rōpū o Tūhoronuku.
3. All rights, title, interest and benefit in and to the Intellectual Property owned by the Settlor and held exclusively in respect of the business of Te Rōpū o Tūhoronuku.

**Memorandum of Understanding  
between Te Rūnanga-Ā-Iwi-O-Ngāpuhi  
and Te Rōpū o Tūhoronuku Independent  
Mandated Authority**





**DEED POLL (MEMORANDUM OF UNDERSTANDING) by  
Te Rūnanga-Ā-Iwi-O-Ngāpuhi made on [•] 2013**

**INTRODUCTION**

- A. Te Rūnanga-Ā-Iwi-O-Ngāpuhi ("**Rūnanga**") is a charitable trust established by deed of trust dated 6 March 1989.
- B. Since March 2009 a sub-committee of the Rūnanga, Te Rōpū o Tūhoronuku, has been working to achieve mandate to represent Ngāpuhi in negotiations with the Crown for the settlement of all Crown breaches of Te Tiriti o Waitangi 1840.
- C. A new entity with legal separation from the Rūnanga, Te Rōpū o Tūhoronuku Independent Mandated Authority ("**Tūhoronuku IMA**"), is to be established to replace Te Rōpū o Tūhoronuku by taking on the activities of Te Rōpū o Tūhoronuku.

**OPERATIVE CLAUSES:**

**General principles**

- 1. The Rūnanga shall co-operate in good faith with Tūhoronuku IMA in respect of Tūhoronuku IMA's role in negotiating a Treaty settlement with the Crown for Ngāpuhi in relation to the matters provided for below.
- 2. The Rūnanga shall only be obliged to act pursuant to this Deed Poll where:
  - (a) a specific request for assistance is received from Tūhoronuku IMA;
  - (b) Tūhoronuku IMA agrees to reimburse the Rūnanga's reasonable costs in carrying out the act; and
  - (c) the request is otherwise consistent with this Deed Poll.

**Members' Register**

- 3. The Rūnanga shall use the Rūnanga register of Ngāpuhi iwi members to:
  - (a) send communications relating to Treaty settlement negotiations and voting to its Members' Register on behalf of Tūhoronuku IMA, according to the requirements defined by Tūhoronuku IMA; and
  - (b) assist Tūhoronuku IMA to verify that particular persons are registered Ngāpuhi iwi members.

**Transfer of assets**

4. In respect of the property to be transferred by the Rūnanga to Tūhoronuku IMA pursuant to the Tūhoronuku IMA Trust Deed, the Rūnanga shall co-operate in good faith with Tūhoronuku IMA to address any complications which arise in relation to the transfer of the property specified in Schedule 2 of the Tūhoronuku IMA Trust Deed (for example, in relation to contracts which need to be split between the Rūnanga and Tūhoronuku IMA).

**Effective dates**

5. This Deed Poll shall:
- (a) commence on the date the mandate of Tūhoronuku IMA is recognised by the Crown; and
  - (b) terminate on the date on which legislation is passed to implement a Treaty settlement for Ngāpuhi (or, if earlier, such date as Tūhoronuku IMA's mandate comes to an end).

**SIGNED BY Te Rūnanga-Ā-Iwi-O-Ngāpuhi**

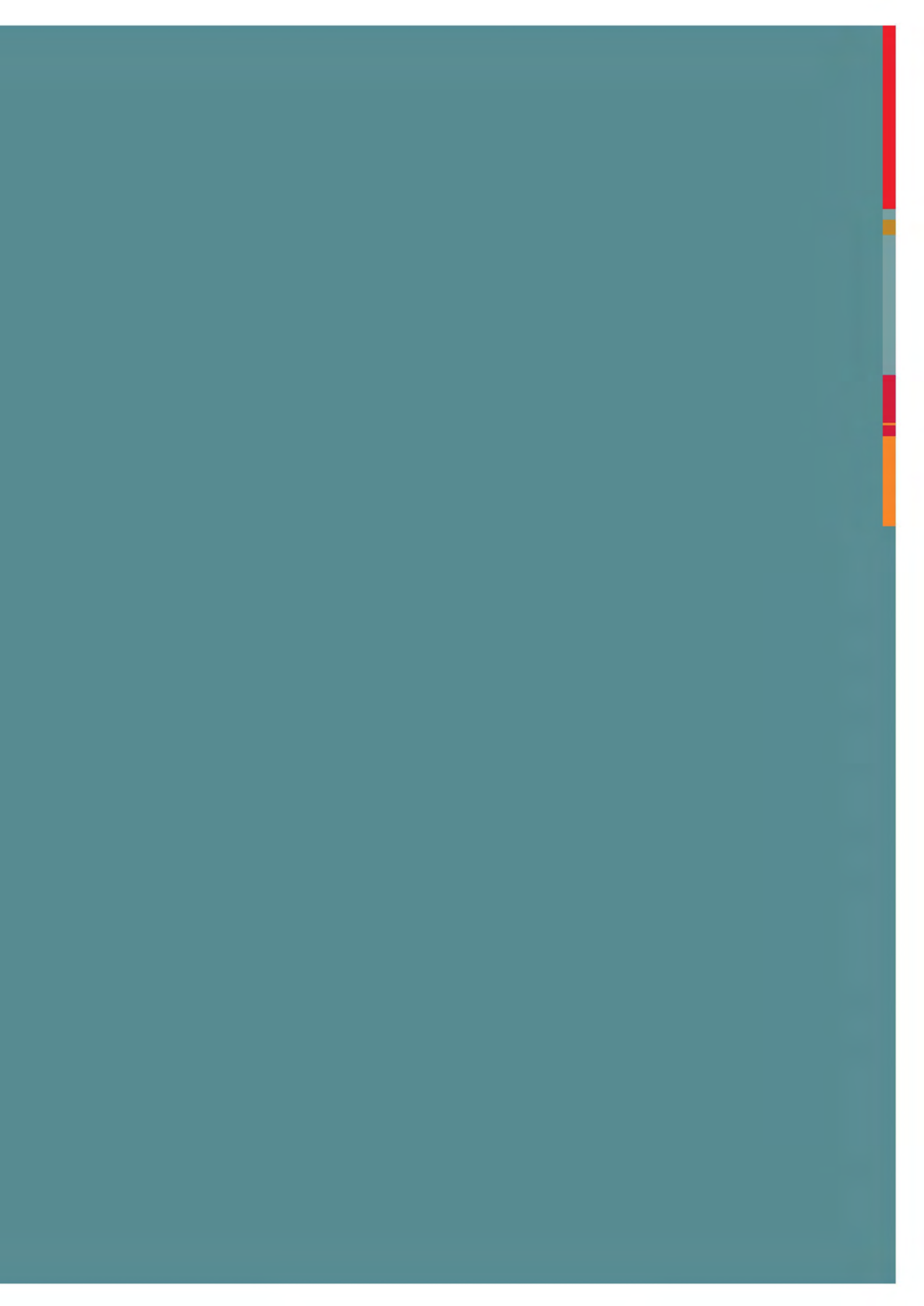
by affixing its common seal in the presence of:

\_\_\_\_\_  
**Signature of Trustee on behalf of  
Te Rūnanga-Ā-Iwi-O-Ngāpuhi**

\_\_\_\_\_  
**Signature of Trustee on behalf of  
Te Rūnanga-Ā-Iwi-O-Ngāpuhi**

\_\_\_\_\_  
**Name of Trustee**

\_\_\_\_\_  
**Name of Trustee**



## **TE RŌPŪ O TŪHORONUKU**

**EMAIL:** [tuhoronuku@ngapuhi.iwi.nz](mailto:tuhoronuku@ngapuhi.iwi.nz)

**FREEPHONE:** 0800 101 084

**FREEPOST:** Ngapuhi Iwi, PO Box 263, Kaikohe 0440

**WEB:** [www.tuhoronuku.com](http://www.tuhoronuku.com)