NGĀ HAPŪ O NGĀRUAHINE IWI INC

and

THE CROWN

AGREEMENT IN PRINCIPLE TO SETTLE HISTORICAL CLAIMS

22 December 2012

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1 BACKGROUND

Mandate and terms of negotiation

1.1 In February 2010, Ngā Uri o Ngāruahine (**Ngāruahine**) gave Ngā Hapū o Ngāruahine Iwi Incorporated (**Ngā Hapū**) a mandate to negotiate with the Crown a deed of settlement settling the historical claims of Ngāruahine, by way of postal vote after a series of information hui.

1.2 The Crown recognised this mandate on 24 August 2010.

1.3 Ngā Hapū and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 1 October 2010.

Nature and scope of deed of settlement agreed

1.4 Ngā Hapū and the Crown have agreed, in principle, the nature and scope of the deed of settlement.

1.5 This agreement in principle records that agreement.

Approval and signing of this agreement in principle

1.6 Ngā Hapū has –

1.6.1 held information hui about the redress to be included in this agreement in principle;

1.6.2 authorised the mandated signatory to sign it on their behalf.

2 AGREEMENT IN PRINCIPLE

2.1 Ngā Hapū and the Crown agree –

2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and

2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle; and

2.1.3 the deed of settlement is to be signed by or on behalf of Ngāruahine, the governance entity, and the Crown.

3 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

3.1 The deed of settlement will include –

3.1.1 an agreed account of the historical relationship between Ngāruahine and the Crown to be developed by the parties (the **historical account**); and

3.1.2 the Crown's acknowledgement of its breaches of the Treaty of Waitangi and other acts and omissions which have caused Ngāruahine prejudice referred to in the historical account (the **Crown's acknowledgement**); and

3.1.3 a Crown apology for those breaches of the Treaty of Waitangi and the Crown acts and omissions which have caused Ngāruahine prejudice (the **Crown's apology**).

3.2 The parties will work together in good faith to agree, as soon as reasonably practicable, the terms of –

3.2.1 the historical account; and

3.2.2 the Crown's acknowledgement and apology.

3.3 Ngā Hapū and the Crown have commenced work on the historical account. The historical account will cover, but is not limited to:

3.3.1 the origins and early history of Ngāruahine;

3.3.2 Ngāruahine and the New Zealand Wars;

3.3.3 the confiscation of Ngāruahine land under the New Zealand Settlements Acts;

3.3.4 Ngāruahine and the Compensation Court Awards;

3.3.5 Ngāruahine and the Crown invasion of Parihaka;

3.3.6 Ngāruahine and the West Coast Settlement Reserve lands;

3.3.7 the establishment of Parininihi ki Waitotara Incorporation;

3.3.8 natural resources;

3.3.9 other 20th Century land issues;

3.3.10 social and economic effects; and

3.3.11 Ngāruahine today.

4 SETTLEMENT

Settlement of historical claims

4.1 The deed of settlement will provide that, on and from the settlement date, –

4.1.1 the historical claims of Ngāruahine are settled; and

4.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

4.1.3 the settlement is final.

Terms of settlement

4.2 The terms of the settlement provided in the deed of settlement are to be:

4.2.1 those in schedule 2; and

4.2.2 any additional terms agreed by the parties.

Redress

4.3 The deed of settlement will provide for redress in accordance with this agreement in principle.

4.4 However, the deed of settlement will include –

4.4.1 redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and

4.4.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property but in good faith will consider alternative redress options.

Transfer or vesting of settlement properties

4.5 The settlement documentation will provide that the vesting or transfer of:

4.5.1 a redress property will be subject to –

(a) any further identification and/or survey required; and

(b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and

(c) sections 10 and 11 of the Crown Minerals Act 1991; and

(d) any relevant provisions included in the settlement documentation.

4.5.2 a redress property will be subject to any encumbrance or right, in relation to that property, that the settlement documentation either –

(a) describes as existing at the date of the deed of settlement; or

(b) requires to be created.

5 CULTURAL REDRESS

Redress over Maunga Taranaki

5.1 The Crown acknowledges that Maunga Taranaki is of significant cultural, spiritual, historical and traditional importance to Ngāruahine.

5.2 Ngā Hapū and the Crown acknowledge that:

5.2.1 Maunga Taranaki is also of significant cultural, spiritual, historical and traditional importance to all iwi of Taranaki;

5.2.2 there will be future negotiations involving all iwi of Taranaki in relation to the governance and management of Egmont National Park, within which Maunga Taranaki is located; and

5.2.3 those negotiations will occur separately from the individual settlement negotiations with Ngā Hapū.

5.3 In addition to any redress developed as part of the negotiations referred to in clauses 5.2.2 and 5.2.3 above, Ngā Hapū has also requested that site specific redress in relation to Maunga Taranaki and wāhi taonga (other sites of significance), including rivers and streams, within the Egmont National Park be provided for in their settlement.

5.4 Ngā Hapū and the Crown agree that they will, as soon as practicable following the signing of this agreement in principle, work together to understand and develop the scope of the site specific redress.

5.5 Ngā Hapū and the Crown acknowledge that the development of any site specific redress affecting Maunga Taranaki must involve all iwi of Taranaki and requires Cabinet approval.

Potential cultural redress properties

5.6 The deed of settlement will provide that the settlement legislation will vest in the governance entity those of the properties described in Table 1 as potential cultural redress properties that the parties agree are to be cultural redress properties.

5.7 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table 1.

Table 1 – Potential cultural redress properties

Site name/ address	Land holding Agency	Approximate area	Legal description	Conditions of transfer
Kaipi Street Conservation Area	DOC	2.32 ha	Sec 96 Blk VII Waimate SD, Sec 134 Blk VII Waimate SD	Unencumbered
Manala Conservation Area	DOC	0.82 ha	Lot 1 DP 5292 Blk VII Kaupokonui SD	Unencumbered
Ohawe Marginal Strip	DOC	0.06 ha	Crown Land reserved from sale SO 10627	Subject to a conservation covenant to protect public access
Part of Kaupokonui Recreation Reserve	DOC	TBC	Part Section 84 Block VI Waimate SD	Subject to reserve status and existing third party rights

Future management of Kaupokonui Recreation Reserve

5.8 The parties will work with the South Taranaki District Council to explore the development of a joint administering body for the Kaupokonui Recreation Reserve.

5.9 The parties intend that the joint administering body will:

5.9.1 have the powers of an administering body under the Reserves Act 1977; and

5.9.2 continue to abide by the terms of the memorandum of transfer from the Kaupokonui Beach Society to the Crown dated 5 May 1980, and in particular, will continue to delegate responsibility for day to day administration of the Reserve to the Kaupokonui Beach Society.

Future management of Te Ngutu o te Manu domain

5.10 The parties will work with the South Taranaki District Council to explore the development of a joint administering body for the Te Ngutu o te Manu domain comprising 50 per cent Ngāruahine and 50 per cent Council members.

5.11 The parties intend that the joint administering body will have the powers of an administering body under the Reserves Act 1977.

Overlay classification

5.12 The deed of settlement will provide for the settlement legislation to –

5.12.1 declare the sites described in Table 2 as subject to an overlay classification; and

5.12.2 provide the Crown's acknowledgement of a statement of Ngāruahine's values in relation to the sites; and

5.12.3 require the New Zealand Conservation Authority, and relevant conservation boards –

(a) when considering a conservation document, in relation to the sites, to have particular regard to –

(i) the statements of Ngāruahine's values; and

(ii) the protection principles agreed by the parties; and

(b) before approving a conservation document, in relation to the sites to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on Ngāruahine's values and the protection principles; and

5.12.4 require the Director-General of Conservation to take action in relation to the protection principles; and

5.12.5 enable the making of regulations and bylaws in relation to the sites.

Table 2: Sites subject to overlay classifications

Site name/address	Land holding agency	Approximate area	Legal description
Kaupokonui Recreation Reserve	DOC	8.19 ha	Section 84 Block VI Waimate SD
Oeo-Kaupokonui Marginal Strip	DOC	25.2 ha	Crown Land (under action) Survey Office Plan 406
Kaupokonui-Manaia Marginal Strip	DOC	23.74 ha	Crown Land Block VII (under action) Waimate Survey District

Ohawe-Hawera Marginal Strip	DOC	20.38 ha	Crown Land Block VIII (under action) Waimate Survey District, Crown Land (under action) Patea District
Kapuni-Ohawe Marginal Strip	DOC	2.16 ha	Crown Land Block VII (under action) Waimate Survey District
Waingongoro River No 4 Marginal Strip	DOC	0.05 ha	River Bank Reserve Block VIII Waimate Survey District

Statutory acknowledgements

5.13 The deed of settlement will provide for the settlement legislation to –

5.13.1 provide the Crown's acknowledgement of the statements by Ngāruahine of their particular cultural, spiritual, historical, and traditional association with each of the areas identified in Table 3 as statutory areas to the extent that those areas are owned by the Crown; and

5.13.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and

5.13.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area to which the statutory acknowledgement applies as well as any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and

5.13.4 require relevant consent authorities to record the statutory acknowledgements on certain statutory planning documents under the Resource Management Act 1991; and

5.13.5 enable the governance entity, and any member of Ngāruahine, to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association Ngāruahine has with a statutory area.

Table 3: Sites subject to statutory acknowledgements

Statutory area	Approximate area	Legal Description
Kaupokonui Recreation Reserve	8.19 ha	Section 84 Block VI Waimate SD
Kaupokonui Stream Marginal Strip	2.36 ha	Crown Land Block XI (under action) Kaupokonui Survey District
Kaupokonui Stream No 2 Marginal Strip		

Mangawhero Stream Marginal Strip	3.15 ha	Marginal strip – Crown Land Reserved from Sale Sec 58 Land Act 1948
Mangawhero Stream No 2 Marginal Strip		
Waingongoro River No 1 Marginal Strip	0.23 ha	Crown Land Block IX (under action) Ngaere Survey District
Waingongoro River No 2 Marginal Strip	0.05 ha	Crown Land Block IX (under action) Ngaere Survey District
Waingongoro River No 4 Marginal Strip	0.05 ha	River Bank Reserve Block VIII Waimate Survey District
Waingongoro Stream Marginal Strip	1.47 ha	River Bank Reserve Block IV Waimate Survey District
Omiti Stream Marginal Strip		
Ouri Stream Marginal Strip	0.32 ha	Crown Land Block II (under action) Oeo Survey District
Oeo-Kaupokonui Marginal Strip	25.2 ha	Crown Land (under action) Survey Office Plan 406
Kaupokonui-Manaia Marginal Strip	23.74 ha	Crown Land Block VII (under action) Waimate Survey District
Ohawe-Hawera Marginal Strip	20.38 ha	Crown Land Block VIII (under action) Waimate Survey District, Crown Land (under action) Patea District
Kapuni-Ohawe Marginal Strip	2.16 ha	Crown Land Block VII (under action) Waimate Survey District

Statutory acknowledgement over coastal marine area

5.14 The deed of settlement will require that, on the settlement date, the Crown provide the governance entity with a statutory acknowledgement in respect of the coastal marine area within the area of interest, and on the same terms as set out in clause 5.13.

5.15 A statutory acknowledgement over the Ngāruahine coastal marine area will not extend into the areas covered by river statutory acknowledgements and does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to that area, including rights set out in the Marine and Coastal Area (Takutai Moana) Act 2011.

Statutory acknowledgements over rivers and tributaries

5.16 The deed of settlement will require that, on the settlement date, the Crown provide the governance entity with statutory acknowledgements on the same terms as set out in

clause 5.13 over all rivers and their tributaries to the extent they fall within the area of interest, including the following:

5.16.1 Taungatara Stream and tributaries;

5.16.2 Punehu Stream and tributaries;

5.16.3 Manganui River and tributaries;

5.16.4 Waipaepaenui Stream and tributaries;

5.16.5 Waipaepaeiti Stream and tributaries;

5.16.6 Mangatoromiro Stream and tributaries;

5.16.7 Paetahi Stream and tributaries;

5.16.8 Tuikonga Stream and tributaries;

5.16.9 Mangarangi Stream and tributaries;

5.16.10 Tawhiti Stream and tributaries;

5.16.11 Mangatawa Stream and tributaries;

5.16.12 Manapukeakea Stream and tributaries;

5.16.13 Waihi Stream (Hawera) and tributaries;

5.16.14 Oeo Stream and tributaries;

5.16.15 Waihi Stream (Oeo) and tributaries;

5.16.16 Wahamoko Stream and tributaries;

5.16.17 Waimate Stream and tributaries;

5.16.18 Rawa Stream and tributaries;

5.16.19 Opuhi Stream and tributaries;

5.16.20 Waikaretu Stream and tributaries;

5.16.21 Otakeho Stream and tributaries;

5.16.22 Taikatu Stream and tributaries;

5.16.23 Kaupokonui Stream and tributaries;

5.16.24 Moemate Stream and tributaries;

5.16.25 Waiokura Stream and tributaries;

5.16.26 Kapuni Stream and tributaries;

5.16.27 Inaha Stream and tributaries;

5.16.28 Waingongoro River and tributaries;

5.16.29 Waipuku Stream and tributaries;

5.16.30 Ouri Stream and tributaries;

5.16.31 Te Popo Stream and tributaries;

5.16.32 Piakau Stream and tributaries;

5.16.33 Konini Stream and tributaries;

5.16.34 Kahori Stream and tributaries;

5.16.35 Patea River and tributaries;

5.16.36 Ngaere Stream and tributaries;

5.16.37 Awatuna Stream and tributaries;

5.16.38 Mangatoki Stream and tributaries;

5.16.39 Kaitimako Stream and tributaries; and

5.16.40 Mangimangi Stream and tributaries.

5.17 The statutory acknowledgements over rivers and tributaries will, in substance, be on similar terms to those provided in recent Treaty settlements.

5.18 In particular, the statutory acknowledgements in relation to riverbeds will not include:

5.18.1 a part of the bed of the waterway that is not owned by the Crown; or

5.18.2 land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or

5.18.3 an artificial watercourse (which is contemplated as including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal).

Deeds of recognition

5.19 The deed of settlement will require that the Crown provide the governance entity with deeds of recognition in relation to the statutory areas referred to in Table 4 to the extent that those areas are owned and managed by the Crown.

5.20 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation or the Commissioner of Crown Lands as the case may be, when undertaking certain activities within a statutory area covered by the deed of recognition, to –

5.20.1 consult the governance entity; and

5.20.2 have regard to its views concerning the association Ngāruahine has with the statutory area as described in a statement of association.

Table 4: Sites subject to deed of recognition

Statutory area	Approximate area	Legal Description
Kaupokonui Stream Marginal Strip	2.36 ha	Crown Land Block XI (under action) Kaupokonui Survey District
Kaupokonui Stream No 2 Marginal Strip		
Mangawhero Stream Marginal Strip	3.15 ha	Marginal strip – Crown Land Reserved from Sale Sec 58 Land Act 1948
Mangawhero Stream No 2 Marginal Strip		
Waingongoro River No 1 Marginal Strip	0.23 ha	Crown Land Block IX (under action) Ngaere Survey District
Waingongoro River No 2 Marginal Strip	0.05 ha	Crown Land Block IX (under action) Ngaere Survey District
Waingongoro Stream Marginal Strip	1.47 ha	River Bank Reserve Block IV Waimate Survey District
Omiti Stream Marginal Strip		
Ouri Stream Marginal Strip	0.32 ha	Crown Land Block II (under action) Oeo Survey District

Deeds of recognition over rivers and streams

5.21 The deed of settlement will require that, on the settlement date, the Crown provide the governance entity with deeds of recognition over all rivers and streams to the extent that those areas are owned and managed by the Crown and fall within the area of interest, on the same terms set out in clause 5.20.

5.22 The deeds of recognition over rivers and tributaries to be provided to the governance entity will be, in substance, on similar terms to those provided in recent Treaty settlements.

Potential new and changed geographic names

5.23 The Crown will invite Ngā Hapū to develop a list of new and altered geographic name changes for geographic features within the area of interest for submission to the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) to be considered under the standard Treaty names processes followed by the Board.

Cultural fund

5.24 On confirmation of the sites to be vested as cultural redress properties, the Crown will offer a cultural fund to Ngāruahine to be made up of any monies remaining from the cultural redress allocation. The cultural fund will contribute towards projects of cultural significance including pou whenua.

Pou whenua

5.25 Following the signing of this agreement in principle, the parties will explore in good faith the identification of suitable sites on Crown land for the location of pou whenua or interpretation panels.

Kaitiaki acknowledgement

5.26 The Crown acknowledges the role of Ngāruahine as kaitiaki over their area of interest and the adjacent coastal marine area.

5.27 Following the signing of this agreement in principle, the parties will explore ways in which the kaitiaki role of Ngāruahine can be expressed in the settlement documentation.

5.28 In addition, Ngā Hapū and the Crown acknowledge that the various forms of relationship redress set out below assist to recognise the kaitiaki role of Ngāruahine.

Relationship redress

5.29 Ngāruahine have aspirations to express and practice their kaitiakitanga by developing stronger relationships with central Crown agencies, local authorities and non-Crown organisations. The forms of relationship redress are set out in clauses 5.30 to 5.50.

Protocols

5.30 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:

5.30.1 exercise its functions, powers and duties in relation to specified matters within its control in the area of interest; and

5.30.2 consult and interact with Ngāruahine on a continuing basis and enable that group to have input into its decision-making processes.

5.31 The settlement documentation will provide for the following Ministers to issue protocols to the governance entity:

5.31.1 the Minister for Arts, Culture and Heritage; and

5.31.2 the Minister for Primary Industries.

Relationship Agreement with the Department of Conservation

5.32 Ngā Hapū has been progressing the development of a relationship agreement with the Department of Conservation. Ngā Hapū wish the relationship agreement to be known as a Whāriki.

5.33 The deed of settlement will provide for the Department of Conservation, and if agreed, the Minister of Conservation, to enter into a relationship agreement with the governance entity.

Relationship Agreement with the Ministry of Business, Innovation and Employment

5.34 Ngā Hapū, together with Te Ātiawa Iwi Authority, and Taranaki Iwi Trust, has been progressing the development of a relationship agreement with the Ministry of Business, Innovation and Employment.

5.35 The deed of settlement will provide for the Ministry of Business, Innovation and Employment to enter into a relationship agreement with the governance entity.

Relationship Agreement with the Ministry for the Environment

5.36 The deed of settlement will provide for the Ministry for the Environment to enter into a relationship agreement with the governance entity.

5.37 The parties intend that the relationship agreement will:

5.37.1 enable the Ministry and the governance entity to maintain a constructive working relationship; and

5.37.2 address communication channels and how the governance entity can provide feedback to the Ministry on the effect and implementation of the Resource

Management Act 1991 in the governance entity's area of interest, and on any other matters within scope of the Ministry for the Environment's role and functions.

Relationship Agreement with South Taranaki District Council

5.38 The deed of settlement will provide for the South Taranaki District Council to enter into a relationship agreement with the governance entity.

5.39 The parties intend that the relationship agreement will:

5.39.1 enable the South Taranaki District Council and the governance entity to maintain a constructive working relationship; and

5.39.2 be consistent with South Taranaki District Council's current statutory requirements, including its obligations to provide opportunities for Māori to contribute to decision making and foster Māori capacity to do so under the Local Government Act 2002.

Letters of introduction to agencies

5.40 As soon as practical following the establishment of the governance entity, the Crown will write letters of introduction to the following agencies, or any other agencies as agreed between Ngā Hapū and the Crown, to introduce Ngāruahine to the relevant agency:

5.40.1 Department of Internal Affairs (National Library and Archives functions);

5.40.2 Ministry of Business, Innovation and Employment;

5.40.3 Ministry of Education;

5.40.4 Ministry of Health;

5.40.5 Ministry of Justice;

5.40.6 Ministry of Māori Development;

5.40.7 Ministry of Social Development; and

5.40.8 New Zealand Police.

5.41 The purpose of the letters is to raise the profile of Ngāruahine with Crown agencies and provide a platform for better engagement between Ngāruahine and those agencies in the future. The text of the letters will be agreed between Ngā Hapū and the Crown.

5.42 The early provision of the letters will enable the governance entity to approach the agencies prior to achieving settlement, and help agencies understand how Ngāruahine fits into their service area as soon as possible.

Letters of introduction to non-core Crown agencies and non-Crown agencies

5.43 As soon as practical following the establishment of the governance entity, the Crown will write letters of introduction to the following non-core Crown agencies, non-Crown agencies and any other agencies as agreed between Ngā Hapū and the Crown, to introduce Ngāruahine to the relevant agency:

5.43.1 Environmental Protection Authority;

5.43.2 Fish and Game Council of New Zealand;

5.43.3 Historic Places Trust;

5.43.4 New Zealand Transport Agency;

5.43.5 Stratford District Council; and

5.43.6 Museums (to be identified and agreed by the parties).

5.44 The purpose of the letters is to raise the profile of Ngāruahine with non-core Crown agencies, non-Crown agencies, and any other agencies and provide a platform for better engagement between Ngāruahine and those agencies in the future. The text of the letters will be agreed between Ngā Hapū and the Crown.

5.45 The early provision of the letters will enable the governance entity to approach the agencies prior to achieving settlement, and help agencies understand how Ngāruahine fits into their service area as soon as possible.

Natural resources redress

5.46 Ngā Hapū, the Crown, and the Taranaki Regional Council have been discussing mechanisms to enhance the involvement of the iwi of Taranaki in natural resource management within the Taranaki region.

5.47 The Crown has approved two standard arrangements which may be negotiated, including:

5.47.1 an advisory board, where the Taranaki Regional Council must have regard to the advice of iwi; and

5.47.2 a joint committee, which gives iwi direct input into the development of regional policy statements and regional plans under the Resource Management Act 1991.

5.48 The Crown has also approved the negotiation of a non-standard arrangement, should the parties agree. Taranaki Regional Council has suggested one alternative arrangement which the parties may consider. This arrangement involves:

5.48.1 permanent representation on the Taranaki Regional Council policy and planning committee and/or regulatory committee; and

5.48.2 offering training for two hearing commissioners from iwi to be available to sit on resource consent or plan hearing committees as needs arise.

5.49 Following the signing of this agreement in principle, the Crown and Ngā Hapū will, together with the other iwi of Taranaki and the Taranaki Regional Council, negotiate an arrangement to enhance the involvement of iwi in natural resource management within the Taranaki region.

5.50 The parties agree that any arrangement must:

5.50.1 be consistent with Government policy and guidelines in relation to the involvement of iwi in natural resource management through Treaty settlements;

5.50.2 have the support of the Taranaki Regional Council;

5.50.3 provide an effective role for Ngāruahine, and the other iwi of Taranaki who choose to participate, in natural resource management in the Taranaki region; and

5.50.4 be as efficient and fit for purpose as possible.

Special acknowledgements

5.51 Research is currently being undertaken to ascertain whether statutory pardons could be applicable to any Ngāruahine tupuna. Statutory pardons are granted by Parliament rather than the Crown, but may be facilitated by the Crown. In the Treaty settlement context, statutory pardons may be granted in the interests of reconciliation and forgiveness rather than on the basis of innocence or wrongful conviction.

5.52 The Minister for Treaty of Waitangi Negotiations is authorised to decide whether to facilitate statutory pardons when they are requested by claimants [CAB Min (12) 30/4 refers]. If Ngāruahine formally request statutory pardons, Cabinet will have an opportunity to review any proposed pardon when agreement is sought to initial a deed of settlement.

5.53 Where the threshold for a statutory pardon is not met, the Crown will explore other mechanisms to acknowledge the treatment of Ngāruahine tupuna.

Cultural redress generally non-exclusive

5.54 Where cultural redress is non-exclusive, the Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

5.55 However, the Crown must not enter into another settlement that provides for the same redress where that redress has been made available exclusively for Ngāruahine.

5.56 Clause 5.54 is not an acknowledgement by the Crown or Ngā Hapū that any other iwi or group has interests in relation to land or an area to which any of the non-exclusive cultural redress relates.

6 FINANCIAL AND COMMERCIAL REDRESS

Financial and commercial redress amount

6.1 The financial and commercial redress amount is $67.5 million.

6.2 The deed of settlement will provide that on the settlement date, or after the date of the signing of the deed of settlement if the parties agree to that earlier date (the **payment date**), the Crown will pay the governance entity the financial and commercial redress amount less the total of the agreed transfer values of any commercial redress properties (the **quantum payment**).

Potential commercial redress properties

6.3 The deed of settlement will provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 5 as potential commercial redress properties that the parties agree are to be commercial redress properties.

6.4 The parties acknowledge that the South Taranaki District Council may make certain commercial redress properties available to the Crown for transfer to the governance entity as redress for no consideration (**commercial redress properties for no consideration**). The deed of settlement will provide that the Crown must transfer to the governance entity on the settlement date and for no consideration, the commercial redress properties for no consideration.

Table 5 – Potential commercial redress properties

Site name/ address	Land holding agency	Approximate area	Legal description
Te Rua o te Moko Block	OTS	49.32ha	Lot 1 DP 8143, Te Rua o te Moko 2A1
Part of Te Ngutu o te Manu domain	STDC	16.19ha	Pt Sec 40 Blk XVI Kaupokonui SD
Part of Te Ngutu o te Manu domain	STDC	4.05ha	Pt Sec 40 Blk XVI Kaupokonui SD
Karora Street Recreation Reserve	STDC	1.45ha	Secs 317 to 320 Blk VII Waimate SD
Kawei Street Esplanade Reserve	STDC	0.25ha	Lot 13 DP 12681 Blk VIII Waimate SD
Kaipi Street	STDC	0.61ha	Sec 1 SO 12596

Right of first refusal

6.5 The settlement documentation will provide that –

6.5.1 the governance entity has a right of first refusal (a RFR) in relation to a disposal by the Crown of any of the land within the RFR area if, on the settlement date, it is owned by the Crown and the Crown is able to offer such a right; and

6.5.2 the RFR will apply for 172 years from the settlement date.

6.6 Following the signing of this agreement in principle, the Crown will confirm the availability of a RFR in relation to a disposal by the following agencies of any land within the RFR area:

6.6.1 South Taranaki District Council; and

6.6.2 Taranaki District Health Board.

6.7 Following the signing of this agreement in principle, the parties, with Taranaki Iwi Trust, will explore a shared RFR in the area of overlapping interests between Ngāruahine and Taranaki Iwi.

Valuation

6.8 The process for determining the valuation of commercial redress properties, excluding any commercial redress properties for no consideration, will be agreed by the parties before signing the deed of settlement.

7 INTEREST AND TAX

Interest

7.1 If the quantum payment is made on the settlement date, the deed of settlement will provide for the Crown to pay to the governance entity on the settlement date interest on the financial and commercial redress amount for the period –

7.1.1 beginning on the date of this agreement in principle; and

7.1.2 ending on the day before the settlement date.

7.2 If the quantum payment is made on the payment date, the deed of settlement will provide for the Crown to pay to the governance entity:

7.2.1 on the payment date:

(a) interest on the financial and commercial redress amount for the period –

(i) beginning on the date of this agreement in principle; and

(ii) ending on the day before the deed of settlement is signed; and

(b) interest on the financial and commercial redress amount for the period –

(i) beginning on the date of the deed of settlement; and

(ii) ending on the day before the payment date; and

7.2.2 on the settlement date, interest on the balance of the financial and commercial redress amount retained by the Crown on the payment date, for the period –

(a) beginning on the payment date; and

(b) ending on the day before the settlement date.

7.3 The interest is to be -

7.3.1 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding; and

7.3.2 subject to any tax payable; and

7.3.3 payable after withholding any tax required by legislation to be withheld.

Tax

7.4 Subject to the Minister of Finance's consent, the deed of settlement will provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.

7.5 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress –

7.5.1 an input credit for GST purposes; or

7.5.2 a deduction for income tax purposes.

8 NEXT STEPS

Disclosure information

8.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngā Hapū disclosure information in relation to –

8.1.1 each potential cultural redress property; and

8.1.2 each potential commercial redress property.

Resolution of outstanding matters

8.2 The parties will work together to agree as soon as reasonably practicable all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –

8.2.1 the terms of –

(a) the historical account; and

(b) the Crown's acknowledgement and apology; and

8.2.2 Maunga Taranaki redress; and

8.2.3 the co-management arrangements with South Taranaki District Council over Kaupokonui Recreation Reserve and the Te Ngutu o te Manu domain; and

8.2.4 the cultural redress properties, the commercial redress properties, and the RFR land; and

8.2.5 the transfer values of the commercial redress properties (excluding any commercial redress properties for no consideration); and

8.2.6 the potential new and changed geographic names to be identified by Ngā Hapū under clause 5.23; and

8.2.7 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):

(a) the cultural redress; and

(b) the transfer of the commercial redress properties; and

(c) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and

(d) the tax indemnity; and

8.2.8 the following documents:

(a) the Ngāruahine statement of values and the protection principles in relation to the overlay classification sites; and

(b) the Ngāruahine statements of association with each of the statutory areas; and

(c) the deeds of recognition; and

(d) the protocols; and

(e) the relationship agreement with the Department of Conservation; and

(f) the relationship agreement with the Ministry for Business, Innovation and Employment; and

(g) the relationship agreement with the Ministry for the Environment; and

(h) the relationship agreement with the South Taranaki District Council; and

(i) the natural resources redress; and

(j) the settlement legislation; and

8.2.9 all other necessary matters.

Development of governance entity and ratification process

8.3 Ngā Hapū will, as soon as reasonably practicable, –

8.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 9.1.2(a); and

8.3.2 develop a ratification process referred to clause 9.1.2(b) that is approved by the Crown.

9 CONDITIONS

Entry into deed of settlement conditional

9.1 The Crown's entry into the deed of settlement is subject to –

9.1.1 Cabinet agreeing to the settlement and the redress; and

9.1.2 the Crown being satisfied Ngāruahine has –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Ngāruahine, –

(I) appropriate representation; and

(II) transparent decision-making and dispute resolution processes; and

(III) full accountability to Ngāruahine; and

(b) approved, by a ratification process approved by the Crown, –

(i) the governance entity to receive the redress; and

(ii) the settlement on the terms provided in the deed of settlement; and

(iii) signatories to sign the deed of settlement on Ngāruahine's behalf.

Settlement conditional on settlement legislation

9.2 The deed of settlement will provide that the settlement is conditional on settlement legislation coming into force although some provisions may be binding on and from the date the deed of settlement is signed.

10 GENERAL

Nature of this agreement in principle

10.1 This agreement in principle –

10.1.1 is entered into on a without prejudice basis; and

10.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and

10.1.3 is non-binding; and

10.1.4 does not create legal relations.

Termination of this agreement in principle

10.2 The Crown or Ngā Hapū, on behalf of Ngāruahine, may terminate this agreement in principle by notice to the other.

10.3 Before terminating this agreement in principle, the Crown or Ngā Hapū, as the case may be, must give the other at least 20 business days notice of an intention to terminate.

10.4 This agreement in principle remains without prejudice even if it is terminated.

Definitions

10.5 In this agreement in principle –

10.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and

10.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

Interpretation

10.6 In this agreement in principle –

10.6.1 headings are not to affect its interpretation; and

10.6.2 the singular includes the plural and vice versa.

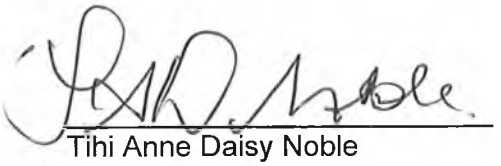
10.7 Provisions in –

10.7.1 the schedules to this agreement in principle are referred to as paragraphs; and

10.7.2 other parts of this agreement in principle are referred to as clauses.

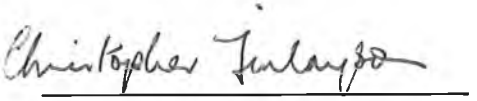
SIGNED on 22 December 2012

SIGNED for and on behalf
of **NGĀRUAHINE** by
the mandated signatory



Tihi Anne Daisy Noble

SIGNED for and on behalf of **THE CROWN** by
The Minister for Treaty of Waitangi Negotiations



Hon Christopher Finlayson

WITNESSES

SCHEDULES

1 DEFINITIONS

Historical claims

1.1 The deed of settlement will provide that **historical claims** –

1.1.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāruahine, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that -

(a) is, or is founded on, a right arising –

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992 -

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

1.1.2 includes every claim to the Waitangi Tribunal to which paragraph 1.1.1 applies that relates exclusively to Ngāruahine or a representative entity, including the following claims:

(a) Wai 559 – Okahu and others (John Hooker, Lawa Nuku) claim.

1.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to Ngāruahine or a representative entity, including the following claims:

(a) Wai 54 - Ngā Iwi o Taranaki Claim (Makere Rangiata Love & others);

(b) Wai 131 – Taranaki Maori Trust Board Claim (Hamiora Raumati and others);

(c) Wai 143 – Taranaki Claims (Taranaki Consolidated Claims);

(d) Wai 796 – Petroleum Claim, but only insofar as this claim relates to acts or omissions before 21 September 1992; but

1.1.4 does not include the following claims –

(a) a claim that a member of Ngāruahine, or a whānau, hapū, or group referred to in paragraph 1.3.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.3.1:

(b) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.1.4(a).

1.2 The deed of settlement will, to avoid doubt, provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

Ngāruahine

1.3 The deed of settlement will provide Ngāruahine means –

1.3.1 the collective group composed of individuals who descend from one or more of Ngāruahine's ancestors; and

1.3.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.3.1, including the following groups:

(a) Kanihi-Umutahi hapū;

(b) Okahu-Inuawai hapū;

(c) Ngāti Manuhiakai hapū;

(d) Ngāti Tu hapū;

(e) Ngāti Haua hapū; and

(f) Ngāti Tamaahuroa-Titahi hapū.

1.3.3 every individual referred to in paragraph 1.3.1.

1.4 The deed of settlement will provide, for the purposes of paragraph 1.3.1 –

1.4.1 a person is **descended** from another person if the first person is descended from the other by –

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Ngāruahine's tikanga (customary values and practices); and

1.4.2 **Ngāruahine ancestor** means an individual who descends from one or both of the following tīpuna:

(a) Turi Arikinui; and

(b) Rongorongo; and

1.4.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including –

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

Other definitions

1.5 In this agreement in principle –

area of interest means the area identified as the area of interest in Attachment 1; and

business day means a day that is not –

(a) a Saturday or Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or

(c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

(d) a day that is observed as the anniversary of the province of –

(i) Wellington; or

(ii) Taranaki; and

coastal marine area has the meaning given to it in section 2 of the Resource Management Act 1991; and

commercial redress property means each property described as a commercial redress property in the deed of settlement, including any commercial redress properties for no consideration; and

commercial redress property for no consideration means a property referred to as a commercial redress property in clause 6.4; and

conservation document means a national park management plan, conservation management strategy, or conservation management plan; and

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

Crown's acknowledgement and apology means the acknowledgement and apology agreed by the parties under clauses 3.1.2 and 3.1.3;

Crown redress -

(a) means redress –

(i) provided by the Crown to the governance entity; or

(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes any right of the governance entity under the settlement documentation of first refusal in relation to RFR land; but

(c) does not include

(i) an obligation of the Crown under the settlement documentation to transfer RFR land; or

(ii) RFR land.

cultural redress means the redress to be provided under the settlement documentation referred to in part 5; and

cultural redress property means each property described as a cultural redress property in the deed of settlement; and

deed of settlement means the deed of settlement to be developed under clause 2.1.2; and

disclosure information means the information provided by the Crown to the governance entity under clause 8.1; and

encumbrance, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right or obligation affecting that property; and

financial and commercial redress means the redress to be provided under the settlement documentation referred to in clause 6; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in clause 6.1; and

governance entity means the governance entity to be formed by Ngāruahine under clause 8.3.1; and

historical account means the account agreed by the parties under clause 3.1.1 for inclusion in the deed of settlement;

mandated signatory means the following individual:

(a) Tihi Anne Daisy Noble

Maunga Taranaki means the mountain, with the current official geographic name of Mount Taranaki; and

Ngā Hapū and **Ngā Hapū o Ngāruahine** means the incorporated society of that name incorporated on 13 March 2007; and

party means each of Ngā Hapū and the Crown; and

payment date means the date referred to as the payment date in clause 6.2; and

potential commercial redress property means each property described as a potential commercial redress property in Table 5; and

potential cultural redress property means each property described as a potential cultural redress property in Table 1; and

protocol means a protocol referred to in clause 5.30; and

quantum payment means the payment referred to as the quantum payment in clause 6.2; and

redress means the following to be provided under the settlement documentation –

(a) the Crown's acknowledgment and apology referred to in clause 3.1:

(b) the financial and commercial redress:

(c) the cultural redress; and

redress property means-

(a) each cultural redress property; and

(b) each commercial redress property; and

representative entity means a person or persons acting for or on behalf of Ngāruahine; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

(a) 27A of the State-Owned Enterprises Act 1986:

(b) 211 of the Education Act 1989:

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR means the right of first refusal referred to in clause 6.5; and

RFR area means the area identified as the RFR area in Attachment 3; and

settlement means the settlement of the historical claims under the settlement documentation; and

settlement date means the date that is 20 business days after the date on which the settlement legislation comes into force; and

settlement document means a document to be entered into by the Crown to give effect to the deed of settlement; and

settlement documentation means the deed of settlement and the settlement legislation; and

settlement legislation means the legislation giving effect to the deed of settlement; and

settlement property means -

(a) each cultural redress property; and

(b) each commercial redress property; and

(c) any RFR land; and

statement of association means each statement of association referred to in clause 5.13.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.13.1 on the terms to be provided by the settlement legislation; and

statutory area means an area referred to in Tables 3 and 4 as a statutory area; and

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 7.4 and 7.5; and

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975.

2 SETTLEMENT TERMS

Rights unaffected

2.1 The deed of settlement will provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

Acknowledgments

2.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –

2.2.1 the other parties have acted honourably and reasonably in relation to the settlement; but

2.2.2 full compensation of Ngāruahine is not possible; and

2.2.3 Ngāruahine intends their foregoing of full compensation to contribute to New Zealand's development; and

2.2.4 the settlement is intended to enhance the ongoing relationship between Ngāruahine and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

2.3 Ngāruahine is to acknowledge in the deed of settlement that –

2.3.1 taking all matters into consideration (some of which are specified in paragraph 2.2), the settlement is fair in the circumstances; and

2.3.2 the redress –

(a) is intended to benefit Ngāruahine collectively; but

(b) may benefit particular members, or particular groups of members, of Ngāruahine if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

2.4 The deed of settlement will provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –

2.4.1 settle the historical claims; and

2.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

2.4.3 provide that certain enactments do not apply –

(a) to a redress property, or any RFR land; or

(b) for the benefit of Ngāruahine or a representative entity; and

2.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties; and

2.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply to any settlement document; and

2.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.

2.5 The deed of settlement will provide –

2.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and

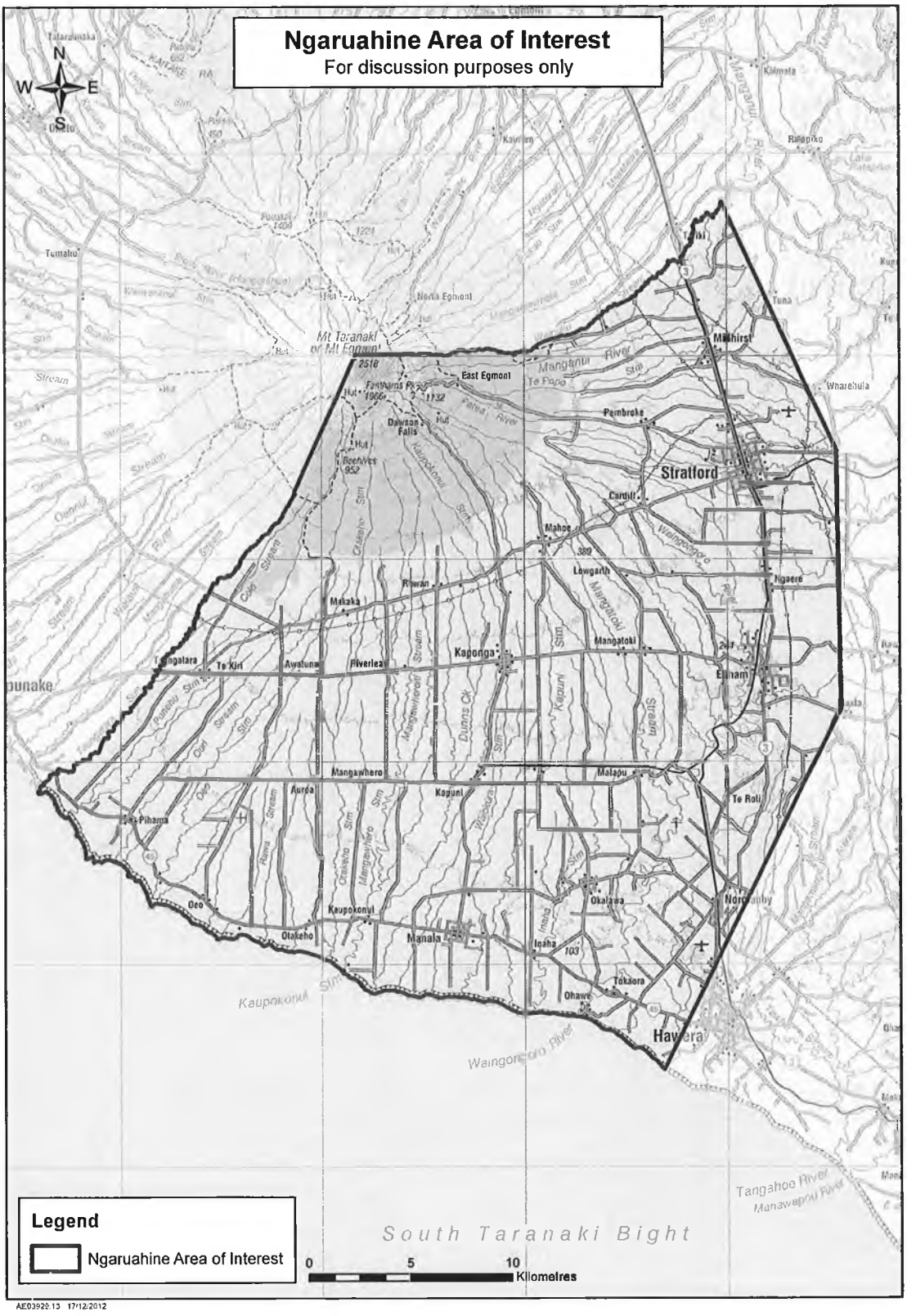
2.5.2 the Crown may:-

(a) cease any land bank arrangement in relation to Ngāruahine, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;

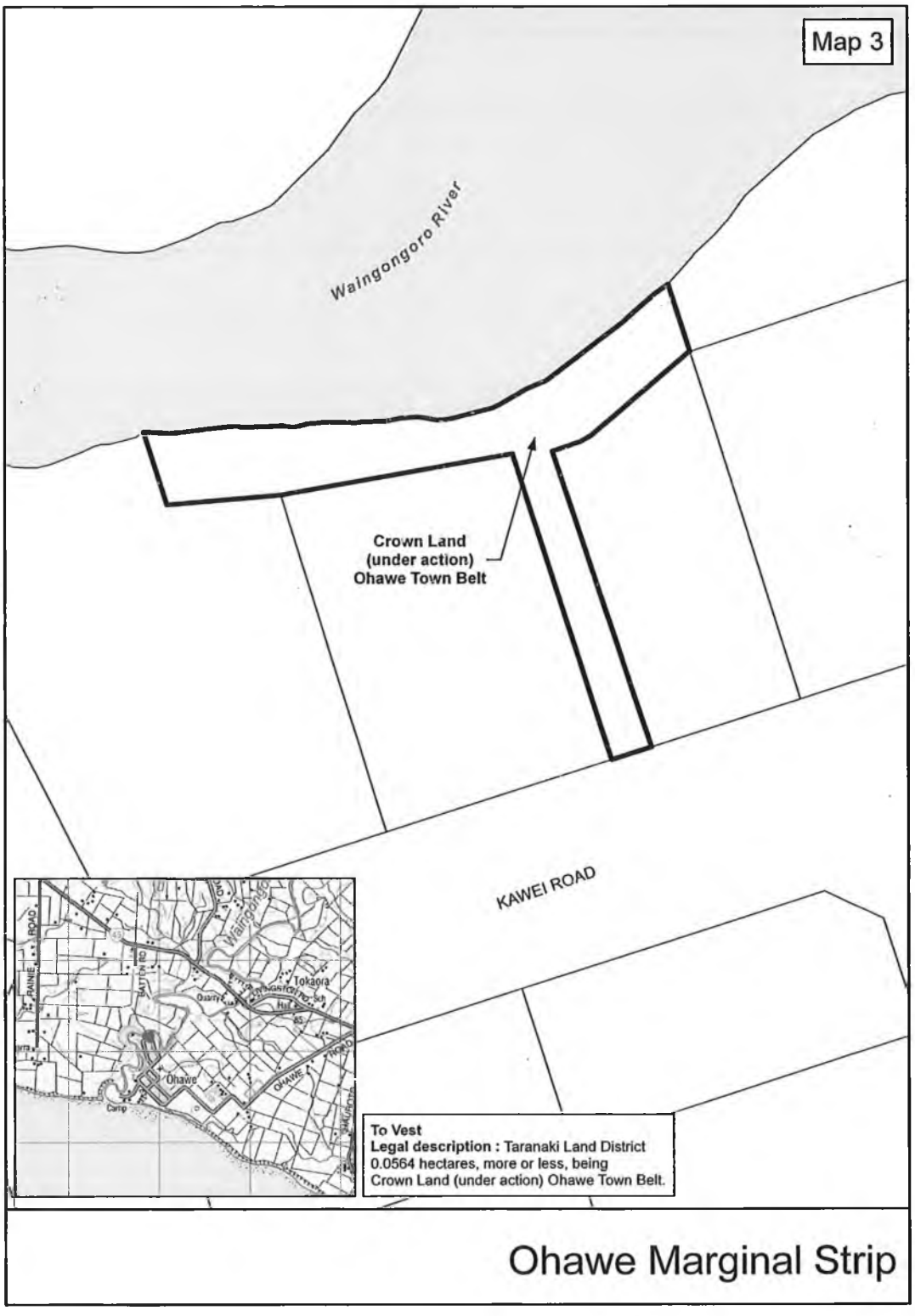
(b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

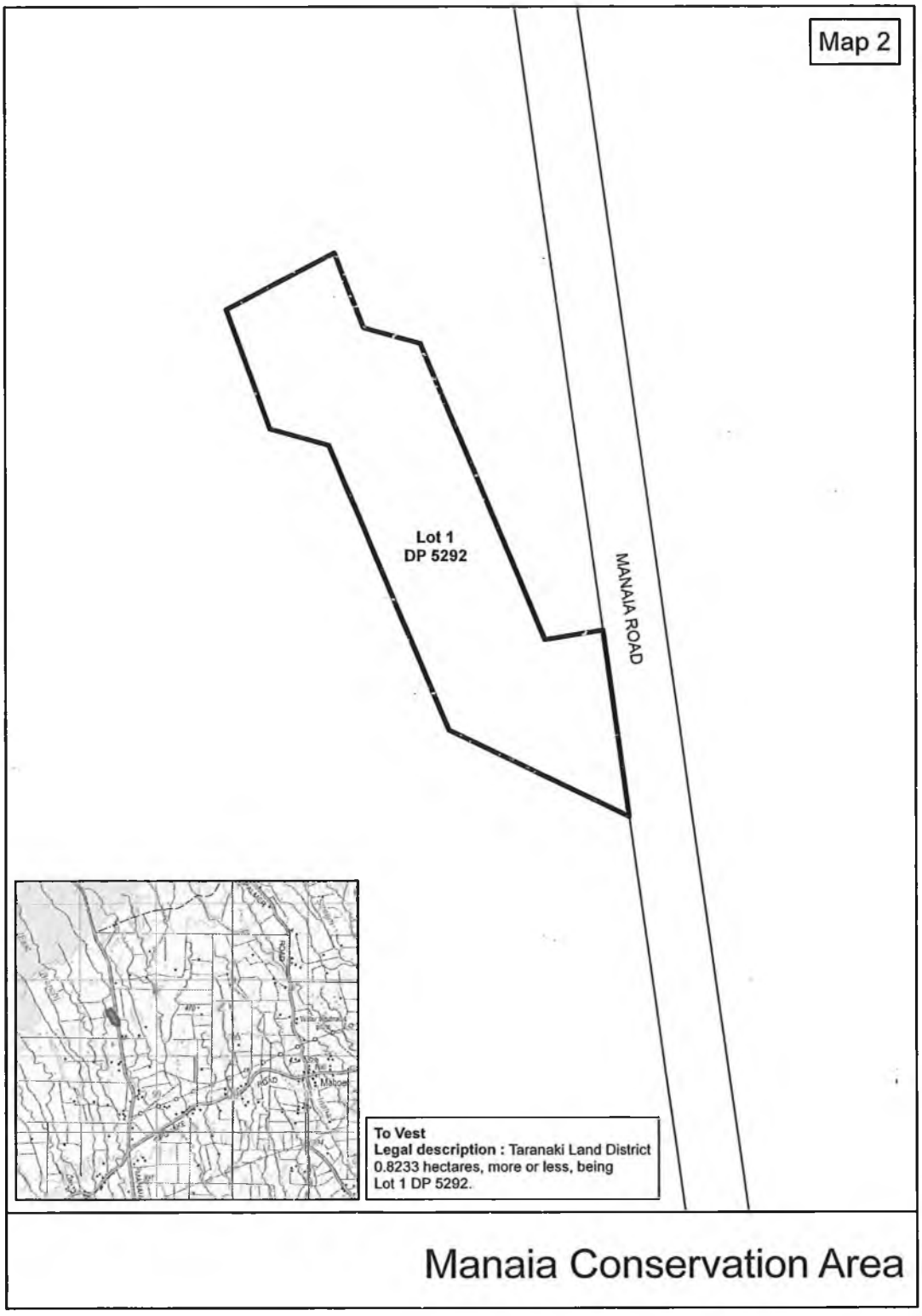
ATTACHMENTS

1. AREA OF INTEREST

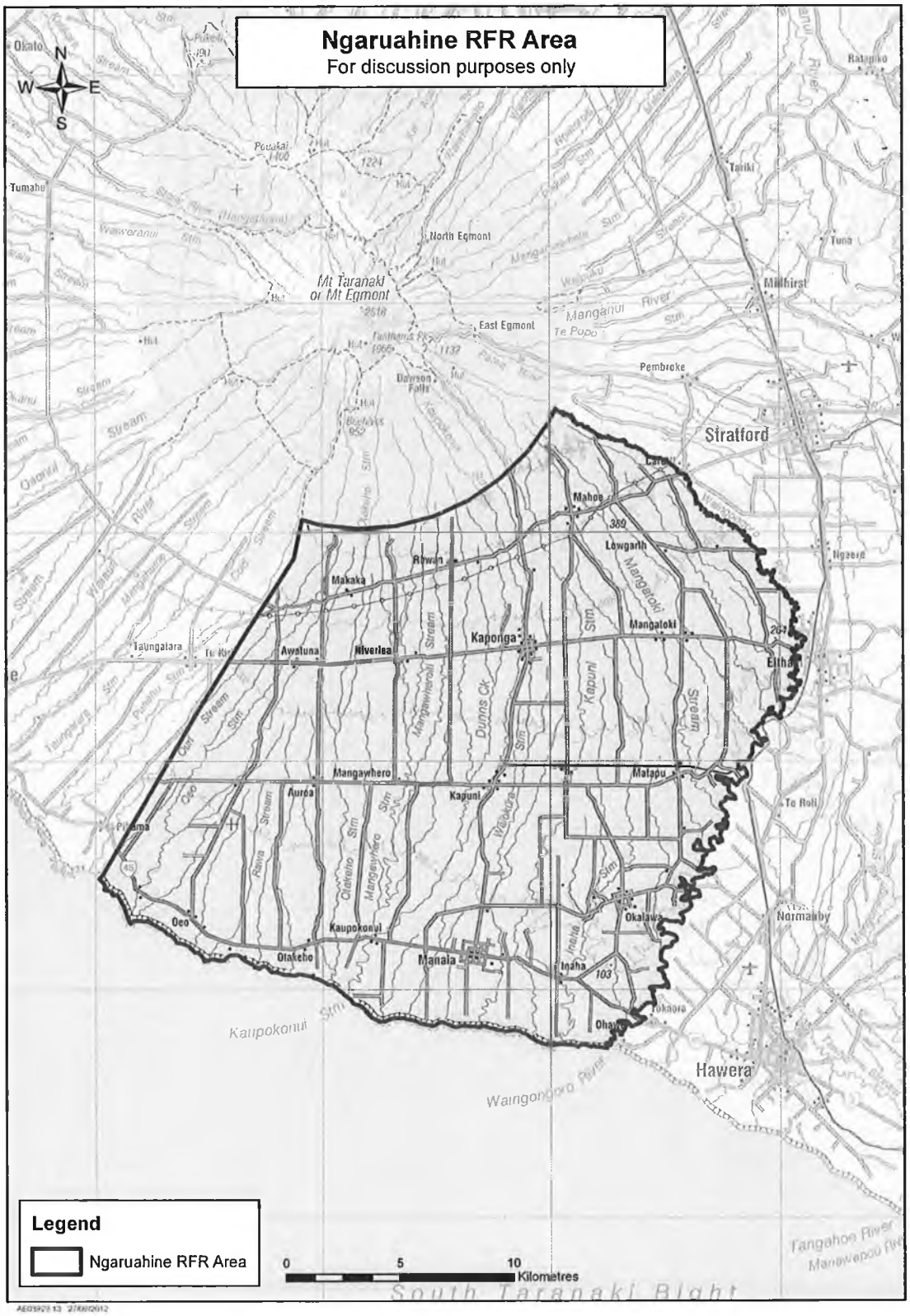


2. POTENTIAL CULTURAL REDRESS PROPERTY MAPS


Map 3
Waingongoro River
Crown Land
(under action)
Ohawe Town Belt
KAWEI ROAD
PAINE ROAD
SUTTON RD
Tokaora
Ohawe
OHAWE ROAD
Camp
To Vest
Legal description : Taranaki Land District
0.0564 hectares, more or less, being
Crown Land (under action) Ohawe Town Belt.
Ohawe Marginal Strip


Map 2
Lot 1
DP 5292
MANAIA ROAD
To Vest
Legal description : Taranaki Land District
0.8233 hectares, more or less, being
Lot 1 DP 5292.
Manaia Conservation Area

3. RFR AREA


Ngaruahine RFR Area
For discussion purposes only
N
W
E
S
Okato
Tumahu
Pouakai
1400
1224
North Egmont
Mt Taranaki
or Mt Egmont
2518
East Egmont
1966
1132
Dawson Falls
Manganui River
Te Popo
Pembroke
Stratford
Carlyle
Mahoe
389
Lowgarth
Ngaere
Tariki
Tuna
Millthirst
Ratapiko
Rimu
Makaka
Kaponga
Mangaoraroi Stream
Mangaoraroi
Mangaloki
Taungatara
Awatuna
Riverlea
Elthan
Mangawhero Stream
Dunns Ck
Kapuni Stream
Kapuni
Mangawhero
Matapu
Aurora
Te Roti
Pihama
Oeo
Kaupokonui
Otakeho
Manaia
Inaha
103
Okaiawa
Normanby
Tokaora
Ohawe
Hawera
Waingongoro River
Kaupokonui
Tangahoe River
Manawapou River
South Taranaki Bight
Legend
Ngaruahine RFR Area
0
5
10
Kilometres