
TERMS OF NEGOTIATION
BETWEEN THE CROWN, THE TAUMATA WIIWII TRUST AND NGĀTI HAUA

20 JUNE 2010

Joint Terms of Negotiation between Taumata Wiiwii Trust, Ngāti Hauā and the Crown

A. The Claimant Iwi - Ngāti Korokī Kahukura and Ngāti Hauā

Ngāti Korokī Kahukura and Ngāti Hauā (individually and together “the Claimant Iwi”) collectively share common affiliation to Tainui Waka. The people of Ngāti Korokī Kahukura and Ngāti Hauā share common descent from founding tūpuna such as Hoturoa and Rakataura, and from the following eponymous tūpuna: Korokī, Kahukura, and Hauā.

Ngāti Hauā and Ngāti Korokī Kahukura traditionally supported each other in war campaigns and economic ventures. Tupu Taingakawa sung a line in a song ‘*i te nui o Korokī, Kahukura, Hauā*’ (the myriads of Korokī, Kahukura and Hauā).

These Joint Terms of Negotiation are an affirmation of the whanaungatanga between Ngāti Hauā and Ngāti Korokī Kahukura and also a recognition of the uniqueness of each Iwi.

B. Claimant Iwi Historical Claims of Ngāti Korokī Kahukura and Ngāti Hauā for Negotiation

The following list of historical Treaty claims are registered by the Waitangi Tribunal and have been submitted by members of the Claimant Iwi in the name of the Claimant Iwi:

Wai No.	Claim Name	Claimant(s)*	On Behalf Of
Wai 1294	Ngāti Korokī Kahukura (Transpower Claim)	Taotao Tauroa, Tioriori (Wally) Papa & Others	Ngāti Korokī Kahukura
Wai 1494	Comprehensive Ngāti Korokī Kahukura Claim	Tioriori (Wally) Papa	Ngāti Korokī Kahukura
Wai 306	Ngāti Hauā Lands Claim	Alan Jay Mokoro Gillett, Eru Kaukau (dec) and Marsden Kaukau	Ngāti Hauā
Wai 1017	Ngāti Hauā Lands and Resources Claim	Eru Kaukau (dec), Alan Jay Mokoro Gillett and Marsden Kaukau	Ngāti Hauā

C. Key Commitment of the Taumata Wiiwii Trust and the Crown

These Joint Terms of Negotiation are signed off by the Taumata Wiiwii Trust with the acknowledgement and commitment by the Crown (as defined in clause 12) that the Crown will, from the date of the signing of these Joint Terms of Negotiation:

- Proceed to negotiate a Deed of Settlement of the Claimant Iwi Historical claims that relate to Ngāti Korokī Kahukura (including Wai 1294 & Wai 1494) separately with Ngāti Korokī Kahukura through the Taumata Wiiwii Trust; and
- Proceed to negotiate a Deed of Settlement of the Claimant Iwi Historical claims that relate to Ngāti Hauā (including Wai 306 & Wai 1017) separately with Ngāti Hauā through a Ngāti Hauā Mandated Entity to be approved by the Crown.

Purpose of these Joint Terms of Negotiation

1. This document, known as the Joint Terms of Negotiation, sets out the scope, objectives, general procedures and “ground rules” for formal discussions between the Taumata Wiiwii Trust (on behalf of Ngāti Korokī Kahukura), Ngāti Hauā and the Crown regarding the separate settlement of the Claimant Iwi Historical Claims (as defined in the clause 11 of these Joint Terms).
2. In particular, these Joint Terms of Negotiation record the intentions of the Taumata Wiiwii Trust, Ngāti Hauā and the Crown regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice.
3. These Joint Terms of Negotiation are not legally binding and do not create a legal relationship. However, the Taumata Wiiwii Trust, Ngāti Hauā and the Crown acknowledge that each expects all parties to comply with the terms set out in this document during negotiations.

Guiding Principles

4. Guiding Principles are regarded as reciprocating attitudes and behaviour by which the opportunities and risks of negotiations will be explored in order to achieve the best settlement outcome. The attitudes and behaviours of the Claimant Iwi and the Crown in these negotiations will be founded upon the Tikanga of Korero RaNgātira, which respects the following:

- a. The mana motuhake of each Iwi and all parties;
- b. The accountabilities and responsibilities owed to constituents' groups;
- c. The negotiations and settlement achievements, priorities and values contribute to a new generation of a Crown / Claimant Iwi relationship, with particular note and acknowledgement, pertaining to the Tumuakitanga and followers of the Kiingitanga; and
- d. A commitment to a constructive relationship which enables the parties to work together to achieve the best outcomes.

Objectives of the negotiations

- 5. Taumata Wiiwii Trust, Ngāti Hauā and the Crown agree that the objectives of the separate negotiations with each Iwi will be to:
 - a. negotiate in good faith a comprehensive, final, and durable settlement of all Claimant Iwi Historical Claims which is fair in the circumstances;
 - b. achieve a settlement that will not:
 - i. diminish or in any way affect any rights that the Claimant Iwi have arising from Te Tiriti o Waitangi/the Treaty of Waitangi and its principles, except to the extent that the claims arising from those rights are settled; or
 - ii. extinguish any aboriginal or customary rights that the Claimant Iwi may have;
 - c. achieve a settlement that:
 - i. recognises the nature and extent of the breaches of the Crown's obligations to each of the Claimant Iwi under te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
 - ii. achieve a settlement that will enhance the ongoing relationship between the parties (both in terms of te Tiriti o Waitangi/the Treaty of Waitangi and otherwise).

Claimant Iwi - specific objectives

- 6. The Crown acknowledges that the Taumata Wiiwii Trust and Ngāti Hauā will engage in settlement negotiations to achieve the following:

- a. to provide a platform to assist the Claimant Iwi to regain and redevelop their respective economic, cultural, social and environmental bases;
- b. to redress the effect that Crown breaches have had on the economic, social, cultural, environmental and political well-being of each of the Claimant Iwi;
- c. to enhance each Claimant Iwi's social, cultural, economic, environmental and political levels of achievement; and
- d. to effect a programme of restoration for each Claimant Iwi that is generationally relevant.

Crown-specific objectives

7. Taumata Wiiwii Trust and Ngāti Haua acknowledges that the Crown will engage in settlement negotiations to achieve the following:
 - a. a comprehensive settlement of the Claimant Iwi Historical Claims;
 - b. to achieve a settlement that will restore the honour of the Crown; and
 - c. to demonstrate and record that the parties have acted honourably and reasonably in negotiating the settlement.

Definition of the Claimant Iwi

8. The Claimant Iwi comprises those persons who descend from the founding ancestor/s of Korokī, Koroki, Kahukura and Hauā as defined in the public notification of the Deed of Mandate.
9. The Claimant Iwi also includes any person who is a member of any hapū or whānau of Ngāti Korokī Kahukura or Ngāti Hauā, including Ngāti Waihoru, Ngāti Hua, Ngāti Ueroa and Ngāti Hourua for Ngāti Korokī Kahukura, and, Ngāti Te Oro, Ngāti Werewere and Ngāti Waenganui for Ngāti Hauā.
10. The detail of the definition of the Claimant Iwi for Ngāti Korokī Kahukura and Ngāti Hauā will be developed further separately over the course of the individual Claimant Iwi negotiations for inclusion in any Deed of Settlement that may be agreed separately between each of the Claimant Iwi and the Crown.

The Claimant Iwi Historical Claims

11. The Claimant Iwi Historical Claims means all claims made at any time (whether or not the claims have been researched, registered or notified) by the Claimant Iwi or anyone representing them that:
- a. are founded on rights arising from Te Tiriti o Waitangi/the Treaty of Waitangi, or its principles, whether based on legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise;
 - b. arise from or relate to acts or omissions before 21 September 1992:
 - i. by or on behalf of the Crown; or
 - ii. by or under legislation; and
 - c. includes every claim to the Waitangi Tribunal to which clauses b(i) and b(ii) apply, including the following claims registered at the Waitangi Tribunal, insofar as they relate to the Claimant Iwi:
 - i. Wai 306; Wai 1017; Wai 1294 and Wai 1494.

Definition of the Crown

12. The Crown:
- a. means Her Majesty the Queen in right of New Zealand; and
 - b. includes all Ministers of the Crown and all government departments; but
 - c. does not include:
 - i. an Office of Parliament; or
 - ii. a Crown entity; or
 - iii. a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

Mandate to negotiate

13. The Crown received the attached Taumata Wiiwii Trust Deed of Mandate and attached is the Crown's letter which recognises the mandate of the Taumata Wiiwii Trust for the

purpose of the separate settlement of the Claimant Iwi Historical Claims with the Crown.

14. The Crown and the Taumata Wiiwii Trust acknowledge that the mandate for Ngāti Hauā will be transferred to a Ngāti Hauā Mandated Entity once that Entity is approved by the Crown. The Taumata Wiiwii Trust will not have any authority to act on behalf of Ngāti Hauā after the signing of these Joint Terms of Negotiation, and the Taumata Wiiwii Trust Deed of Trust will be formally amended to reflect this commitment.
15. It is intended that the successful achievement of the objectives to this document must add value to the lives and potential of the Claimant Iwi and their whānau and hapū over the future generations.
16. If representation issues arise during negotiations, the Crown will discuss separately with each Claimant Iwi a process to address those issues with a planned mutual strategy toward resolution.

Mandate maintenance

17. Taumata Wiiwii Trust and Ngāti Hauā agree to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to separately advise the Taumata Wiiwii Trust (for Ngāti Korokī Kahukura) and Ngāti Hauā of any correspondence it receives about the mandate of Taumata Wiiwii Trust or Ngāti Hauā.
18. If representation issues arise during negotiations that cannot be resolved by agreement *within* the Claimant Iwi, the Crown will discuss further with the Taumata Wiiwii Trust or Ngāti Hauā a process to address those issues.

Subject matter for negotiation

19. The parties will together agree upon subject matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon.
20. The list of subject matters to be discussed and explored will include the following categories of redress:

- a. the Crown's apology and acknowledgements – with particular note and acknowledgement pertaining to the mana and burden borne by the mantle of Tumuakitanga and/or followers of the Kiingitanga;
 - b. cultural redress;
 - c. whenua – in respect of property in all forms and may also include intangible whenua-related properties such as Taonga;
 - d. socio-economic impact issues – may include exploring the impact of social policy issues that have had a direct impact on whānau, hapū and iwi;
 - e. financial and commercial redress.
21. Quantum is one component of the settlement redress, which needs to be considered in the context of an entire settlement package. The Crown applies certain standard factors to ensure fairness between claimant groups when developing a redress quantum offer. The primary factors are:
- a. The amount of land loss;
 - b. The nature of the Treaty breach; and
 - c. Comparisons (benchmarks) with existing settlements.
22. The secondary factors that the Crown takes into account are:
- a. The current population size of a claimant group;
 - b. Overlapping interests; and
 - c. Any other special factors that may affect the claim.

Negotiations milestones

23. Taumata Wiiwii Trust, Ngāti Hauā and the Crown agree that the general process of negotiations with each Iwi will include, but not necessarily be limited to:
- a. Individual Iwi Work Plans

Each of the Claimant Iwi will develop their respective work plans with the Crown,

with the acknowledgement that the timing from Joint Terms of Negotiation to Governance and Settlement Legislation may be different for each of the Claimant Iwi.

b. Agreement in Principle

The Agreement in Principle outlines the scope and nature in principle of the settlement of the Claimant Iwi Historical Claims, which will be recorded in the Deed of Settlement.

c. Initialled Deed of Settlement

The Claimant Iwi and their respective Crown negotiators initial their respective Deed of Settlement, which will set out the terms and conditions of settlement of the Claimant Iwi Historical Claims.

d. Ratification

The initialled Deeds of Settlement will be presented by the Taumata Wiiwii Trust and Ngāti Hauā individually to their respective Claimant Iwi for ratification. An approved governance entity structure will also be presented to each of the Claimant Iwi for ratification before the settlement legislation can be introduced.

e. Deed of Settlement signed if ratified

If each of the Claimant Iwi ratifies their respective Deed of Settlement (in a manner to be agreed), then each Deed of Settlement will be signed on behalf of each Claimant Iwi, and by a representative of the Crown.

f. Governance entity and settlement legislation

The settlement of the Claimant Iwi Historical Claims is effective once suitable governance entities are formed to hold the settlement assets and the required settlement legislation receives the Royal Assent.

What the settlement of the Claimant Iwi Historical Claims will enable

24. Taumata Wiiwii Trust, Ngāti Hauā and the Crown agree that the settlement of the Claimant Iwi Historical Claims will enable:

- a. renewed generation of a Crown and Claimant Iwi political relationship pertaining to the Tumuakitanga and the followers of the Kiingitanga;

- b. final settlement of all the Claimant Iwi Historical Claims, and the release and discharge of all of the Crown's obligations and liabilities in respect of them;
- c. discontinuance of the Office of Treaty Settlements' landbank for the protection of potential settlement properties for the benefit of each of the Claimant Iwi;
- d. removal of any resumptive memorials from the titles of land subject to the State-Owned Enterprises Act 1986, the New Zealand Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989 and for statutory protection of claims against the Crown to be removed for the benefit of each of the Claimant Iwi;
- e. removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of each of the Claimant Iwi Historical Claims, the Deed of Settlement, the redress provided or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation); and
- f. discontinuance of legal proceedings or proceedings before the Waitangi Tribunal in relation to each of the Claimant Iwi Historical Claims.

Communication

- 25. Taumata Wiiwii Trust, Ngāti Hauā and the Crown will each undertake regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed of the general process and progress of negotiations, but also the need for confidentiality regarding third parties.

Overlapping claims

- 26. Taumata Wiiwii Trust, Ngāti Hauā and the Crown agree that overlapping claims issues over redress assets will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to each of the Claimant Iwi as part of each individual Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.

27. Taumata Wiiwii Trust and Ngāti Hauā will discuss each of the Claimant Iwi interests with overlapping claimants at an early stage in the negotiation process and establish a process by which they can reach agreement on how such interest can be addressed.
28. The Crown may assist the Claimant Iwi as it considers appropriate and will carry out its own consultation with overlapping claimants.
29. The Crown may be in Treaty settlement negotiations with overlapping claimants. Issues arising in those negotiations, including issues concerning licensed Crown forest land, may be relevant to these negotiations, and vice versa. The Office of Treaty Settlements will ensure that the Claimant Iwi are kept informed of these issues (subject only to the confidentiality of matters specific to the other negotiations).

Not bound until Deed of Settlement

30. Taumata Wiiwii Trust, Ngāti Hauā and the Crown acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until embodied in a Deed of Settlement.

Governance structure for settlement assets

31. Taumata Wiiwii Trust, Ngāti Hauā and the Crown agree that an appropriate legal entity ratified by each of the Claimant Iwi (in a manner to be agreed between the parties) that the parties agree adequately represents the respective Claimant Iwi, has transparent decision-making processes, and is accountable to each respective Claimant Iwi, will need to be in place prior to the introduction of settlement legislation for each of the Claimant Iwi.
32. Taumata Wiiwii Trust, Ngāti Hauā and the Crown agree that there may be a separate ratified legal governance entity for each of the Claimant Iwi.
33. The Crown will ensure its continued support for each of the Claimant Iwi through the legislative process and the implementation of the settlement.

Claimant funding

34. Taumata Wiiwii Trust, Ngāti Hauā and the Crown note that the Crown will make a contribution to the negotiation costs of each of the Claimant Iwi, which is paid in instalments for the achievement of specified milestones in the negotiation process.
35. The Taumata Wiiwii Trust and Ngāti Hauā will adhere to the Crown's claimant funding policy guidelines. In particular, the Taumata Wiiwii Trust and Ngāti Hauā will provide the Crown with independently audited accounts annually for the claimant funding that it receives from the Crown, certifying that the funding has been spent on the negotiation.

Waiver of other avenues of redress

36. Taumata Wiiwii Trust and the Crown agree that during these negotiations the Taumata Wiiwii Trust and Ngāti Hauā will not pursue or initiate, before any court or tribunal, in relation to any of the claims that are within the scope of the negotiations, any proceedings for redress covering all or part of the same subject matter as these negotiations.

Procedural matters

37. Taumata Wiiwii Trust, Ngāti Hauā and the Crown agree that:
 - a. negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
 - b. negotiation team members are to be informed by literature and research including:
 - i. Relevant Waitangi Tribunal reports and documents;
 - ii. Relevant documents pertaining to the 1995 Waikato-Tainui settlement;
 - c. negotiation team members will have regard to commissioned expert research and advice that will be required over the course of negotiations;
 - d. negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;

- e. media statements concerning the negotiations will only be made when mutually agreed by both parties;
- f. the location of meetings will be suitable and convenient to both parties;
- g. either of the Claimant Iwi may withdraw from their separate negotiations with the Crown if negotiations become untenable;
- h. the Crown may be in Treaty settlement negotiations with overlapping claimant groups. Issues arising from those negotiations, including issues concerning licensed Crown forest land, may be relevant to these negotiations, and vice versa.

Amendments

- 38. Taumata Wiiwii Trust, Ngāti Hauā and the Crown acknowledge that it may be necessary to amend these Joint Terms of Negotiation from time to time and agree that all amendments must be approved by the parties and recorded in writing.

SIGNED THIS DAY OF

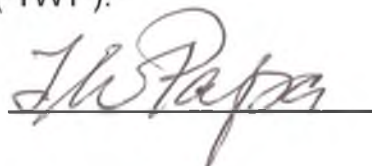
For and on behalf of the Crown:



Hon Christopher Finlayson, Minister for Treaty of Waitangi Negotiations

For and on behalf of the Taumata Wiiwii Trust ("TWT"):

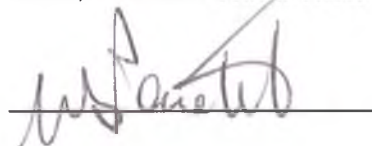
Authorised Signatory:



Tioriori Wally Papa

Chair, Taumata Wiiwii Trust

Authorised Signatory:



Wally Penetito

Deputy Chair, Taumata Wiiwii Trust

For and on behalf of Ngāti Hauā:



Printed Name:

Anaru Tarapiipi Te Waharoa

Tumuaki

Other Taumata Wiiwii Trustees:

Name & Role/Iwi

Signature

Linda Raupita

TWT Trustee, Waimakariri Marae



Lance Rapana

TWT Trustee, Te Iti o Hauā Marae



Michael Ross

TWT Trustee, Kai a Te Mata Marae



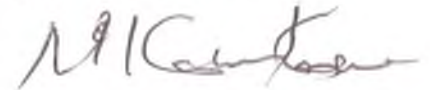
Hone Tauwaru Pene

TWT Trustee, Rukumoana Marae



Marsden Kaukau

TWT Trustee, Raungaiti Marae



George Te Whero Tuhakaraina

TWT Trustee
Te Whakaminenga o Hauā



Rangitionga Kaukau

TWT Trustee
Te Whakaminenga o Hauā



Karaitiana Tamatea

TWT Trustee
Co Chair, Ngāti Korokī Kahukura



Rahui Papa

TWT Trustee
Co Chair, Ngāti Korokī Kahukura



Witnesses:

Signature

Tania Ott (Office of Treaty Settlements)



Tom Moke (Office of Treaty Settlements)



Other Whanau:

Name:

Iwi

Signature

Te Rauwaka Paerahi Helā	Ngāti Haua	P. Heta
Rakapa Maaka	Ngāti Haua	B. Maaka
Morehu Kava	Ngāti Kahurangi Korokoro	M. Kava
Heather Wilson	Ngāti Haua	N. Wilson
Nikita Wihanga	Te Oro	W. Wihanga
Kua Makona Reihana	Ngāti Haua	M. Reihana
Ranginua Samuel	Ngāti Haua	R. A. Samuel
Te Parehe Martin	Ngāti Haua	J. Martin
Noeline Tuoharaine	Ngāti Te Oro	N. Tuoharaine
Johnny Teperene Tuoharaine	" "	J. Teperene
Billee Teperene	Ngāti Haua	B. Teperene
Marni W. Kati	Ngāti Haua	M. W. Kati
Koa Tuoharaine	Ngāti Haua	K. Tuoharaine
Diane Pura	Ngāti Haua	D. Pura
Urunumia Hamona	" "	U. Hamona
Rongohaua Taingahoe	" "	R. Taingahoe
Tomu Kati	Ngāti Haua	T. Kati
Charmaine Kati	Ngāti Haua	C. Kati
Jacob Kati	Ngāti Haua	J. Kati
Motira Raniri	Ngāti Haua	M. Raniri
Ringi Gillett	" "	R. Gillett
Tōreha Tuoharaine	" "	T. Tuoharaine
Te Ahurere Kavana	" "	T. Kavana

RANGIATARA RANIRI NGATI HAUA R. Rawiri

Pip Gillett Ngati Haua

[Signature]
K Tekekarame

Kerengu Tuhakaraina Ngati Haua

Kewene Tuhakaraina "

K Tekekarame

Niika Tuhakaraina "

Nuhakarame

Maroia-Taka Tuhakaraina " M Tekekarame

Ngarongo Tuhakaraina " ~~_____~~

Ngati Kewa Benzley Ngati Haua D. Benzley

IMRUPAENGA REITANA NGATI HAUA *[Signature]*

NEHEMAIA MAKA NGATI HAUA *[Signature]*

Aroha Waetford (Te Maru) Ngati Haua *[Signature]*

Kahoki Wilson Ngati Haua

Tahatika Wilson

Te Motio

Koia

Watea Puawai Wilson Ngati Haua

Terence Waitangi Winihana Ngati Haua

Natalie Wilson " "

Norman Wilson " "

Bradley Wilson " "

Piine Rawiri " "

Other Whanau:

Name:

Rora Tuvapa Kiki Wirihana Iwi
Ngati Haua

Signature

X Rora Tu"
R K T Edwards

Other Whanau:

Name:

Iwi

Signature

Te Raukoko. Rukumana.

A.P. Heta