

Terms of Negotiation between the Crown and Ngāti Manawa

Purpose of these Terms of Negotiation

- 1) This document, known as the Terms of Negotiation, sets out the scope, objectives, general procedures and “ground rules” for formal discussions between the Crown (as defined in clause 18) and Te Rūnanga o Ngāti Manawa (the Rūnanga) on behalf of Ngāti Manawa (as defined in clause 14) regarding the settlement of Ngāti Manawa’s Historical Claims (as defined in clause 17).
- 2) In particular, these Terms of Negotiation record the intentions of the Crown and the Rūnanga regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice.
- 3) These Terms of Negotiation are not legally binding and do not create a legal relationship. However, the Crown and the Rūnanga acknowledge that each expects the other to comply with the terms set out in this document during negotiations.

Guiding Principles

- 4) The Crown and the Rūnanga agree to the following guiding principles for the negotiations of their Historical Claims:
 - a. *Good faith*: Negotiations will be conducted in good faith and in the spirit of co-operation;
 - b. *Without prejudice*: Negotiations will be on a “without prejudice” basis;
 - c. *Constructive working relationship*: The Crown and the Runanga will seek to develop a constructive relationship, which enables them to work together to achieve the best outcomes, while recognising each other’s legitimate interests;
 - d. *Mana Orite (Equal Partners)*: Both parties are equally responsible for ensuring negotiations are conducted properly and fairly;
 - e. *Turangawaewae (Ownership of Process)*: Both parties will “own” the negotiations process and will be equally responsible for ensuring a negotiation environment that is culturally inclusive and empowering;
 - f. *Observe high standards of integrity*: Both parties will observe high standards of integrity and fair dealing;
 - g. *Tika (Appropriateness of Procedures and Behaviour)*: Both parties must conduct themselves properly during negotiations and must comply with all agreed meeting procedures;

- h. *Open and transparent dealings:* Both parties acknowledge that meaningful communication and consultation is crucial for successful negotiations;
- i. *Recognition of each other's interests:* Both parties acknowledge that each have particular interests and each undertake to seek an outcome that reflects these interests;
- j. *No surprises:* Both parties agree to keep each other fully informed of matters relating to the subject of the negotiations, and to avoid surprises.

Joint Negotiations

- 5) On 18 November 2003, the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Māori Affairs recognised the mandate of the Rūnanga to represent Ngāti Manawa in negotiations with the Crown for the settlement of all their Historical Claims. In recognising the mandate, the Ministers acknowledged that negotiations would be undertaken jointly with Ngāti Whare.
- 6) Earlier on 31 October 2003, the Rūnanga agreed in principle to a letter from the Crown which outlined how to structure joint negotiations with Ngāti Whare (attached as Appendix 1). The Crown and the Rūnanga agree that this is how joint negotiations will proceed, unless agreed otherwise.
- 7) If negotiations do not proceed jointly with, or, at the same pace as, Ngāti Whare, the Crown and the Rūnanga will review if joint negotiations have become untenable.
- 8) The Crown may offer certain redress items to both Ngāti Manawa and Ngāti Whare jointly. The Crown will advise Ngāti Manawa and Ngāti Whare at the earliest reasonable opportunity of the prospect of any particular redress item being offered jointly.
- 9) Ngāti Manawa and Ngāti Whare may request the Crown to offer certain redress items to both Ngāti Manawa and Ngāti Whare jointly. Ngāti Manawa will advise the Crown at the earliest reasonable opportunity of the prospect of any request for a particular redress item to be offered jointly.
- 10) The Rūnanga and the Crown acknowledge that joint negotiations have both policy and procedural benefits. The Rūnanga will not pursue joint negotiations to the detriment of Ngāti Manawa's interests.

Objectives of the Negotiations

- 11) The Crown and the Rūnanga agree that the objectives of the negotiations will be to:

- a. negotiate in good faith a comprehensive, final and durable settlement of all Ngāti Manawa Historical Claims, (as defined in clause 17) which is fair in the circumstances;
 - b. achieve a settlement that will not:
 - (i) diminish or in any way affect any rights that Ngāti Manawa have arising from te Tiriti o Waitangi/the Treaty of Waitangi and its principles, except to the extent that claims arising from those rights are settled; or
 - (ii) extinguishes or limits any aboriginal or customary rights that Ngāti Manawa may have;
 - c. achieve a settlement that recognises the nature, extent and injustice of breaches of the Crown's obligations to Ngāti Manawa under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles and where appropriate acknowledge the effect that these breaches have had on the economic, social, cultural and political well-being of Ngāti Manawa;
 - d. provide a platform to assist Ngāti Manawa to develop their economic base. In addition, the Crown acknowledges that Ngāti Manawa view the settlement as a means of enhancing their social, cultural and political development;
 - e. 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);
 - f. achieve a settlement that will restore the honour of the Crown; and
 - g. demonstrate and record that both parties have acted honourably and reasonably in negotiating the settlement.
- 12) Ngāti Manawa view the settlement as a means of restoring the mana Māori motuhake of Ngāti Manawa (that is, masters of their own destiny).
- 13) The Crown:
- a. acknowledges that Ngāti Manawa view the settlement as a means of removing the sense of grievance and restoring Ngāti Manawa's faith and trust in the Crown; and
 - b. confirms that the settlement is not intended to affect any decision, proposal or report of Te Ohu Kaimoana either under the Māori Fisheries Act or in respect of the "fisheries" deed dated 23 September 1992.

Definition of Ngāti Manawa

- 14) The claimant group, Ngāti Manawa, comprises those persons who descend from the founding ancestors:
 - a. Apa Hapaitaketake ki Ngāti Manawa; and
 - b. Tangiharuru's unions with:
 - (i) Takuate; or
 - (ii) Kuranui; or
 - (iii) Kuraroa; or
 - (iv) Kuraiti.
- 15) The claimant group Ngāti Manawa also includes any person who is a member of any Ngāti Manawa hapū or whānau including Ngāti Koro, Ngāti Hui and Ngāi Tokowaru.
- 16) The detail of the definition of Ngāti Manawa will be developed further over the course of the negotiations (such as to include whāngai and legal adoption) for inclusion in any Deed of Settlement that may be agreed between the parties.

Ngāti Manawa Historical Claims

- 17) Ngāti Manawa Historical Claims means all claims made at any time (whether or not the claims have been researched, registered or notified) by any Ngāti Manawa claimant or anyone representing them that:
 - a. are founded on rights arising from te Tiriti o Waitangi/the Treaty of Waitangi, or its principles under legislation, at common law (including customary law and aboriginal title), from a 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. include every claim to the Waitangi Tribunal to which clauses 17(a) and 17(b) apply, including:
 - i. the following claims registered with the Waitangi Tribunal, insofar as they relate to Ngāti Manawa:
 - Wai 212
 - Wai 257
 - Wai 350
 - Wai 439
 - Wai 724
 - Wai 787
 - Wai 791
 - Wai 823; and

- ii. the claims, insofar as they relate to Ngāti Manawa, that were the subject of findings and recommendations by the Waitangi Tribunal in the Te Ika Whenua Energy Assets Report 1993 and Te Ika Whenua Rivers Report 1998.

Definition of the Crown

18) 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

- 19) The Crown received the Deed of Mandate (Appendix 2) and attached is the Crown's letter (Appendix 3), which recognises the mandate of the Rūnanga for the purpose of the settlement of Ngāti Manawa's Historical Claims with the Crown.
- 20) The Crown's recognition of the mandate is subject to three seats for Moewhare representatives on the Rūnanga remaining available. The Rūnanga will work with Moewhare to encourage their participation, and the Crown offers to resource a facilitator where necessary.
- 21) If representation issues arise during negotiations that cannot be resolved by agreement within Ngāti Manawa, the Crown will discuss with the Rūnanga a process to address those issues.
- 22) The Rūnanga agrees to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to advise the Rūnanga of any correspondence it receives about the mandate of the Rūnanga.

Subject matter for Negotiation

- 23) 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.

- 24) The list of subject matters to be discussed will include the following categories of redress:
- a. the Crown's apology and acknowledgements;
 - b. cultural redress; and
 - c. financial and commercial redress.

Process of Negotiations

- 25) The Rūnanga and the Crown agree that the general process of negotiations will include, but not necessarily be limited to:

a. Agreement in Principle

Outlines the scope and nature in principle for settlement of Ngāti Manawa Historical Claims, which will be recorded in the Deed of Settlement.

b. Initialled Deed of Settlement

Ngāti Manawa and Crown negotiators will initial the Deed of Settlement, which set out the terms and conditions of settlement of Ngāti Manawa Historical Claims.

c. Ratification

The initialled Deed of Settlement will be presented by the Rūnanga to Ngāti Manawa for ratification. An approved governance entity structure will also be presented to Ngāti Manawa for ratification before the settlement legislation can be introduced.

d. Deed of Settlement signed if ratified

If Ngāti Manawa ratifies the Deed of Settlement (in a manner to be agreed), the Deed of Settlement will be signed on behalf of Ngāti Manawa, and by a representative of the Crown.

e. Governance Entity and Settlement legislation

The settlement of Ngāti Manawa Historical Claims is effective once a suitable governance entity is formed to hold the settlement assets and the required settlement legislation receives the Royal Assent.

What the Settlement of Ngāti Manawa Historical Claims will enable

- 26) The Rūnanga and the Crown agree that the settlement of Ngāti Manawa Historical Claims will enable the:

- a. final settlement of all Ngāti Manawa Historical Claims, and release and discharge of all of the Crown's obligations and liabilities in respect of them;
- b. discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of Ngāti Manawa;
- c. removal of any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989 and for statutory protection for claims against the Crown to be removed for the benefit of Ngāti Manawa;
- d. removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of Ngāti Manawa 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
- e. discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to Ngāti Manawa Historical Claims.

Communication

- 27) The Rūnanga and the Crown will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed, but also the need for confidentiality regarding third parties.

Overlapping Claims

- 28) Ngāti Manawa and the Crown agree that overlapping claim 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 Ngāti Manawa as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.
- 29) The Rūnanga will discuss Ngāti Manawa's 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 interests can be addressed.
- 30) The Crown may assist Ngāti Manawa as it considers appropriate and will carry out its own consultation with overlapping claimants.
- 31) The Crown may be in Treaty settlement negotiations with overlapping claimants. Issues arising in those negotiations, including issues concerning Crown forest land, may be relevant to these negotiations, and vice versa. The Office of Treaty Settlements will ensure that Ngāti Manawa is kept informed of these

issues (subject only to the confidentiality of matters specific to the other negotiations).

Not bound until Deed of Settlement

- 32) The Rūnanga 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

- 33) The Rūnanga and the Crown agree that an appropriate legal entity ratified by Ngāti Manawa (in a manner to be agreed by both parties) that both agree adequately represents Ngāti Manawa, has transparent decision making processes, and is accountable to Ngāti Manawa, will need to be in place prior to the introduction of settlement legislation.

Claimant Funding

- 34) The Rūnanga and the Crown acknowledge that the Crown makes a contribution to the negotiation costs of Ngāti Manawa, which is paid in instalments for the achievement of specified milestones in the negotiation process.
- 35) The Rūnanga will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, the Rūnanga will provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, certifying that the funding has been spent on the negotiations.

Waive Other Avenues of Redress

- 36) The Rūnanga and the Crown agree that during these negotiations the Rūnanga 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.

Participation in the Waitangi Tribunal Hearings Exception

- 37) Notwithstanding paragraph 36, the Rūnanga and the Crown agree that the Rūnanga will use its best endeavours to ensure that:
- a. once an Agreement in Principle is signed between the Rūnanga and the Crown, Ngāti Manawa will cease to pursue claims before the Waitangi Tribunal, including those in the context of the Waitangi Tribunal's Urewera District Inquiry (Wai 894); and
 - b. following the issuing of any Memorandum and/or Directions issued by the Waitangi Tribunal as a consequence of the Waitangi Tribunal judicial conference on "*Statement of issues and whether to proceed with hearings*" presently scheduled for 17 November 2004 in the context of the Tribunal's Central North Island Inquiry (Wai 951, 952 and 953), Ngāti Manawa will

cease to pursue claims before the Waitangi Tribunal's Central North Island Inquiry, provided that it is not inconsistent with the approach agreed between the Crown and Ngāti Tuwharetoa and/or the Crown and Te Arawa.

- 38) The Rūnanga and the Crown acknowledge that the extent of any continued participation of Ngāti Manawa in the Urewera District Inquiry and the Central North Island Inquiry will be agreed at the time of the events described in paragraphs 37(a) and 37(b) respectively. The Rūnanga and the Crown record that their expectation is that paragraphs 36 and 37:
- a. will not require Ngāti Manawa to withdraw as a party to the Urewera District Inquiry or the Central North Island inquiry;
 - b. will not prevent Ngāti Manawa from continuing to participate in either the Urewera District Inquiry or the Central North Island Inquiry for the purposes of responding by way of cross-examination and/or submission to evidence and/or arguments advanced by other parties, including the Crown, which may:
 - i) adversely affect the Tribunal's consideration of historical events relevant to Ngāti Manawa that are subject of the Urewera District Inquiry or the Central North Island Inquiry; or
 - ii) adversely affect the identification, definition, nature or extent of Ngāti Manawa's existing customary rights and interests; and
 - c. will involve the Rūnanga and the Crown agreeing that, before Ngāti Manawa takes the step of responding in terms of paragraph 38(b) above to evidence and/or arguments advanced by any party in either the Urewera District Inquiry or the Central North Island inquiry, the Rūnanga and the Crown will use their best endeavours to reach agreement regarding the nature and extent of any proposed response.

Procedural Matters

- 39) The Rūnanga 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. 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;
 - c. the Rūnanga and the Crown reserve the right to withdraw from negotiations if they become untenable;

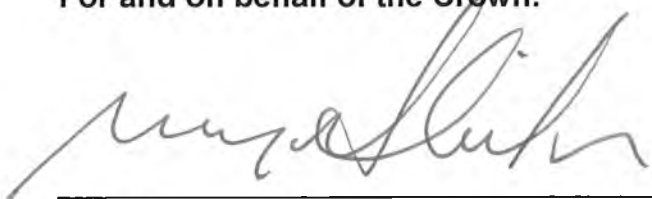
- d. consistent with the obligations of good faith negotiations, if the Office of Treaty Settlements becomes aware of changes in the legal control, or ownership of, or the granting of long term interests in land of the Crown within the Ngāti Manawa area of interest, the Office of Treaty Settlements will inform the Rūnanga of the proposal where possible;
- e. early in the negotiation process both parties will discuss Ngāti Manawa's redress interests and the Crown's policies in respect of those interests. Based on these discussions the Office of Treaty Settlements will also provide information on relevant Crown assets potentially available for redress, including possible transfer, in a settlement;
- f. media statements concerning the negotiations will only be made when mutually agreed by both parties;
- g. they will endeavour to ensure that the location of meetings will be suitable and convenient to both parties;
- h. where meetings are held jointly with Ngāti Whare, there will be joint minutes which will be drafted by the Crown and expeditiously sent to the Rūnanga for their review and approval;
- i. either party may from time to time meet with other interested parties in order to provide a general briefing on the Central North Island Treaty settlement process or to seek information on matters that may be relevant to the settlement process and will notify and discuss this intention with the other party in advance of those meetings; and
- j. the Crown and the Rūnanga recognise the importance of using te Reo Māori in the negotiations, where appropriate. The Rūnanga will provide the Crown with adequate notice when a translator is required in the negotiations.

Amendments

- 40) The Rūnanga and the Crown acknowledge that it may be necessary to amend these terms of negotiation from time to time and agree that no amendment is effective until approved by both parties and recorded in writing.

SIGNED THIS 7th DAY OF MAY 2004

For and on behalf of the Crown:

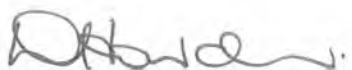


*Hon Margaret Wilson
Minister in Charge of Treaty of Waitangi Negotiations*

For and on behalf of Ngāti Manawa:



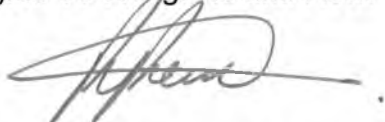
William Henry Waiparera Bird



Denise Ann Howden



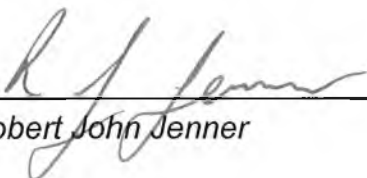
Douglas Te Rangī Kotuku Rewi



Renee Tawhai Theresa Rewi



Bert Rano Messent



Robert John Jenner

Hiraani Georgina Stafford
Hiraani Georgina Stafford

Partick James Tukuha McManus
Partick James Tukuha McManus

Maurice ToeToe
Maurice ToeToe

J. Hall

R.B. Pouwhare.

APPENDIX ONE

Joint negotiations letter



OFFICE OF TREATY SETTLEMENTS

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Te Tari Whakatau Take e pa ana ki te Tiriti o Waitangi

30 October 2003

Bill Bird
Chairman
Te Runanga o Ngāti Manawa
PO Box 116
MURUPARA

Tēnā koe Bill

As discussed at your meeting with Andrew Hampton on 28 October 2003, please find attached an explanation of the bullet points at listed in our recent correspondence of 10 October 2003.

We look forward to your response, and would be happy to discuss the issues with you further if necessary.

Nāku noa, nā

Ross Philipson
Chief Crown Negotiator for CNI claims

CC Kim Bellingham, Kensington Swan

JOINT NEGOTIATIONS EXPLANATION FOR NGĀTI WHARE AND NGĀTI MANAWA

Crown explanation of what could be negotiated together

1. Identification and exploration of interests

In the initial phase of negotiations OTS will be seeking to better understand the history of each claimant community, particular interests of each claimant group, and possible shared interests.

For example, one or both claimant groups may have interests in particular cultural sites, or one or both groups may have an interest in the management of local rivers. One claimant group may be interested in a particular Crown property, or may be more interested in maximising benefits from potential transfer of Crown forestry land. Essentially, in order to be able to begin talking about a settlement of historical Treaty claims, OTS first needs to know how the settlement can reflect your interests. A hikoī or wananga may be an initial forum for the Crown team to explore your interests.

2. Consideration and design of redress mechanisms

A redress mechanism is a Crown asset that can be transferred to the claimant group (such as Crown forest land¹) or a specific instrument addressing the claimant group's cultural or economic interests (eg joint management committee² or a right of first refusal³ over a commercial property that is not currently available for purchase). Discussion over particular redress mechanisms that best suit the iwi interests, and the design of them can take place in a joint forum. New redress options, or new applications for existing options could also be developed in negotiations to meet different interests or circumstances.

3. Drafting of redress mechanisms

Once an Agreement in Principle (the essential elements in a settlement) has been reached then the Deed of Settlement is drafted. If for example, it has been agreed that there should be a statutory acknowledgment⁴ for both iwi, clauses in the Deed could be drafted jointly. Other drafting could be done jointly, such as the legal descriptions of redress and descriptions of how valuations of properties could be undertaken.

4. Structure of Deed of Settlement

The essential framework of both the Ngāti Manawa and Ngāti Whare Deeds can be similar, and these framework aspects could be agreed at joint meetings. These elements could include:

- the general layout of the Deed;
- generic elements such as a full and final settlement; and
- an agreement to the wording of the Deed

5. Quid pro quo, or, the exchange of rights

The quid pro quo is a general agreement on the exchange of rights, such as, agreement that the settlement settles the claimant group's historical claims, but does not extinguish or limit any aboriginal title or customary rights the claimant group may have. Discussions regarding this could be undertaken jointly.

¹ See pages 92-93 and 154-155 of *Ka Tika ā Muri, Ka Tika ā Mua, Healing the past, building a future*.

² See page 101 of *Ka Tika ā Muri, Ka Tika ā Mua, Healing the past, building a future*.

³ See pages 91-92 of *Ka Tika ā Muri, Ka Tika ā Mua, Healing the past, building a future*.

⁴ See pages 132-133 of *Ka Tika ā Muri, Ka Tika ā Mua, Healing the past, building a future*.

6. Terms and conditions for transfer of settlement assets

Generic transfer terms and conditions for settlement properties, such as transferring the redress to the governance entity, need to be explained and discussed and could be discussed jointly.

For example, the redress under the Deed will transfer to the governance entity only once the legislation has been enacted, and this needs to be drafted into the Deed. Where any terms and conditions relate to specific items of redress, these may need to be dealt with individually.

7. Other generic issues, such as tax, definitions, interpretations

Taxation issues, definitions and interpretations are essential elements in any Deed. Many of these clauses could be common to both Deeds and could be discussed jointly.

Crown explanation on what could be negotiated individually

1. Specific historical grievances such as Crown apology and acknowledgments

As each iwi will have their own historical grievances where the Crown breached the Treaty of Waitangi or its principles, separate negotiation meetings will need to occur when discussing these grievances.

2. Specific items of cultural redress such as specific wahi tapu sites

As each iwi will have their own specific sites that are important to them, the discussion of particular cultural redress items will need to occur separately.

APPENDIX TWO

Deed of Mandate

7 September 2002

between

TOPIA HALL

TOMA WIHARE

MARTHA MITAI

SARAH HOHUA

TE RAUPARAHA ROWAN
KORO TIHEMA

TAMATI MANGU KARAKA

RENATA POUWHARE

HOHEPA POIA REWI

KAIN TUTATAWHA
HOWDEN

DOREEN HEREHERE
POUWHARE-MCCORKINDALE

DIANE TITIHUIA GRACE

RUBINA EMILY AMOKURA
BISHOP

TURIA POUARA BARRY

HUATAHI ALICE BERRYMAN

LINDA TE WHARERAINA
NELSON

(the "Settlers")

and

WILLIAM HENRY WAIPARERA BIRD

DENISE ANN HOWDEN

CHRISTINE HAWEA

DOUGLAS TE RANGI KOTUKU REWI

RENEE TAWHAI THERESA REWI

MANUTAHU CELIA ANDERSON

BERT RANO MESSENT

ROBERT JOHN JENNER

HIRAANI GEORGINA STAFFORD

(the "Trustees")

TE RUNANGA O NGATI MANAWA

Contents

1.	Definitions	3
2.	Establishment of the Trust	4
3.	Objective of the Trust	5
4.	Functions of the Trust	5
5.	Trustees	6
6.	Duties of Trustees	8
7.	Powers of Trustees	9
8.	Interests of Trustees	10
9.	Remuneration of Trustees and Advisers	10
10.	Trustees Indemnity	11
11.	Conduct of Business of Trustees	11
12.	Trust Accounts	11
13.	Advisory Trustees	12
14.	Custodian Trustees	12
15.	Execution of Documents and Other Enforceable Obligations	12
16.	Investments	12
17.	Application of Income and Capital	12
18.	Trusts on Vesting Day	13
19.	Resettlement	13
20.	Winding Up	13
21.	Amendments to the Deed	13
22.	Delegations	14
23.	Committees	15
24.	Pakeke and Kaumatua	15

25.	Governing Law	16
26.	Moewhare Marae	16
	Execution	17
	Schedule One: Selection of Trustees	18
	Schedule Two: Hui of Beneficiaries	20
	Schedule Three: Meetings of the Trustees	24
	Schedule Four: Crimes Involving Dishonesty	27
	Schedule Five: Oath of Allegiance	28

Kaupapa

- A. Ngati Manawa recognises that it is necessary to establish a formal trust to manage the affairs of the iwi and to represent the collective interests of the Beneficiaries in all matters.
- B. In particular, Ngati Manawa wish the trust to act for, and on behalf of, the iwi in seeking redress for historical and contemporary Treaty of Waitangi grievances perpetrated against them by the Crown. Such redress will be sought from the Crown through the Waitangi Tribunal, the Office of Treaty Settlements, the New Zealand Courts of Law and the Crown itself (as applicable), as well as any and all other such appropriate bodies (the "**Claim Authorities**").
- C. The kaupapa of the Settlers, therefore, is to establish a trust based on a marae structure model to act for, and on behalf of, Ngati Manawa in all matters that are relevant to the iwi, more specifically to:
- (a) seek redress from the Claim Authorities for grievances perpetrated against Ngati Manawa and to deal and negotiate with the Claim Authorities for that purpose;
 - (b) apply for, and receive, appropriate forms of funding and other monies to help achieve the purpose specified in paragraph (a) above;
 - (c) hold and apply all funding and other monies in terms of paragraph (b) above and any other property for, and on behalf of, the Beneficiaries;
 - (d) establish an entity for the purposes of receiving redress from the Claim Authorities resulting from the settlement of the Treaty claims of Ngati Manawa (the "**Settlement Entity**");
 - (e) manage any operational or administrative matters arising from the matters specified in this clause C; and
 - (f) do all such things as are necessary to help achieve the matters in this clause C.
- D. The Settlers and Beneficiaries, therefore, agree to establish a trust to be known as Te Runanga o Ngati Manawa (the "**Trust**") to represent their collective interests and to be responsible for managing the affairs of Ngati Manawa. This Trust will be based on a marae structure model and will comprise three representatives from each of the Marae of Ngati Manawa, who will be appointed as Trustees of the Trust.
- E. The Settlers and Beneficiaries further agree that the Trust must, at all times, be accountable to, and must act in the best interests of, the Beneficiaries. To help ensure this occurs, the Settlers and Beneficiaries require the Trust to seek, each year, confirmation from Ngati Manawa of its mandate to continue representing Ngati Manawa in all matters that are relevant to the iwi.
- F. The Settlers and Beneficiaries note that, to date, members most closely affiliated with Moewhare marae have declined to be included in the Trust. Notwithstanding this, the Settlers and Beneficiaries agree to include provisions in this Deed to ensure that the interests of Moewhare marae and its members are recognised and safeguarded and to enable them to be included in the Trust at any time, in accordance with the terms and conditions set out in this Deed.

IT IS AGREED:

1. Definitions

1.1 In this Deed, unless the context otherwise requires:

Annual Hui means an annual hui of the Beneficiaries convened by the Trust under clause 1 of Schedule Two.

Beneficiaries mean:

- (a) the people for the time being who, by whakapapa, legal adoption or whangai arrangement, can claim descent from the eponymous ancestors:
 - (i) Tangiharuru and any of his unions with Takuate, Kuranui, Kuraroa, Kuraiti; and
 - (ii) Apa Hapaitaketake ki Ngati Manawa;
- (b) the Settlement Entity.

Deed means this Deed, which establishes and sets out the rules governing the Trust.

Kaupapa means the philosophy underlying the establishment of the Trust, as set out in clauses A to F of this Deed.

Marae means, for the purposes of this Deed and the Trust, the following four marae of Ngati Manawa (either individually or collectively according to the context):

- (a) Painoaiho marae;
- (b) Tipapa marae;
- (c) Rangitahi marae;
- (d) **Moewhare marae** (but only if:
 - (i) Moewhare marae wishes to be included in the Trust and agrees to comply with the terms and conditions set out in this Deed; and
 - (ii) the terms and conditions set out in clause 26 below are met),

and includes all Beneficiaries who have registered with any one of the Marae, which that Beneficiary is most closely affiliated with.

Ngati Manawa means the iwi of Ngati Manawa comprising the four Marae.

Oath of Allegiance means the oath set out in Schedule Five.

Perpetuity Period means the period that commences on the date of this Deed and ends eighty years less one day after the date of this Deed, that period being within the perpetuity period permitted to be specified in this Deed by section 6 of the Perpetuities Act 1964 and the perpetuity period applicable to this Deed is hereby specified accordingly.

Settlement Entity means the entity (in whatever form) that is established by Ngati Manawa for the purposes of receiving redress (including property) from the Claim Authorities resulting from the settlement of the Treaty of Waitangi claims of Ngati Manawa.

Settlers mean the persons listed on the front page of this Deed, who have agreed to establish the Trust.

Trust means Te Runanga o Ngati Manawa established by this Deed.

Trustees mean the persons listed in clause 5.1 of this Deed who are appointed as the initial Trustees of the Trust and all persons subsequently appointed as Trustees of the Trust in accordance with clause 5.3 of this Deed.

Trust Property means all property held by the Trustees in their capacity as trustees of the Trust, including (without limitation) the sum of money specified in clause 2.3 of this Deed and all other monies, investments and assets of the Trust.

Vesting Day means:

- (a) the day upon which the Perpetuity Period shall end; or
- (b) such day being earlier than the day specified in paragraph (a) above as the Trustees may, in their absolute and uncontrolled discretion by deed, appoint in respect of the whole or any specified part of the Trust Property, and any day so appointed will, for all purposes, be and become the Vesting Day in respect of the whole or specified part of the Trust Property, as applicable.

Working Day means any day, other than Saturday, Sunday or any national public holiday.

1.2 References to:

- (a) one gender includes each other gender;
- (b) the singular includes the plural and vice versa;
- (c) clauses and schedules are references to clauses of, and schedules to, this Deed, respectively;
- (d) this Deed includes all schedules.

2. Establishment of the Trust

Establishment

2.1 The Settlers hereby establish a trust to be known as Te Runanga o Ngati Manawalwi for \$30.00.

- 2.2 The persons referred to in clause 5.1 below are hereby appointed as the initial Trustees of the Trust.
- 2.3 The assets of the Trust will comprise \$30.00 and all other Trust Property.
- 2.4 The Trust Property will be held by the Trustees in trust on the terms and conditions set out in this Deed.

Moewhare Marae

- 2.5 The Settlers and Beneficiaries note that, to date, members most closely affiliated with Moewhare marae have declined to be included in the Trust. Notwithstanding this, the Settlers and Beneficiaries agree to include provisions in this Deed to ensure that the interests of Moewhare marae and its members are recognised and safeguarded and to enable them to be included in the Trust at any time, in accordance with the terms and conditions set out in this Deed.

3. Objective of the Trust

The objective of the Trust is to maintain the mana of Ngati Manawa by improving, promoting and securing the economic, commercial, social (including health and educational) and cultural development and advancement of Ngati Manawa.

4. Functions of the Trust

- 4.1 The functions of the Trust are to:
- (a) represent Ngati Manawa in all matters that are relevant to the iwi;
 - (b) seek redress for, and on behalf of, the Beneficiaries from the Claim Authorities for Treaty of Waitangi grievances perpetrated against Ngati Manawa, including to deal and negotiate with the Claim Authorities for that purpose;
 - (c) establish a Settlement Entity;
 - (d) hold and apply all Trust Property (including, for the avoidance of doubt, any borrowed money or any funding or other monies) for the benefit of the Beneficiaries;
 - (e) deal with central and regional government agencies, tribal authorities and other organisations regarding any matters relevant to Ngati Manawa;
 - (f) apply for and receive appropriate forms of funding and other monies including (without limitation) monies derived from any fisheries settlement between Ngati Manawa and the Crown;
 - (g) carry on any business for the benefit of Ngati Manawa;
 - (h) promote the health, general education and whanau development of Ngati Manawa;

- (i) promote the social, economic and commercial advancement and development of Ngati Manawa by (without limitation) promoting or supporting business or commercial initiatives or by providing work training in a manner that is appropriate to the particular needs of Ngati Manawa;
- (j) promote a tribal forum to hear and determine matters relevant to Ngati Manawa;
- (k) revive, maintain and support:
 - (i) the culture and tikanga of Ngati Manawa in order to perpetuate tribal affiliations and the mana of Ngati Manawa;
 - (ii) te reo Maori among Ngati Manawa;
- (l) receive and accept any gifts, contributions and property of whatever description and carry out any specified trusts or activities attached to such property if consistent with the objective and functions of the Trust, including holding, on trust, any tribal heirlooms, artifacts, assets and interests;
- (m) use all reasonable endeavours to compile a comprehensive register of Beneficiaries;
- (n) do all such things as are necessary to assist the Trust to perform its functions under this clause 4.1.

4.2 In performing its functions under this Deed, the Trust must, at all times, be accountable to, and must act in the best interests of, the Beneficiaries.

5. Trustees

Appointment of Trustees

5.1 A majority of the Beneficiaries present at a hui-a-iwi at Painoaiho Marae, Murupara, on 7 September 2002 endorsed the following persons as the initial Trustees of the Trust. These persons were selected by the particular Marae which they are affiliated with, in accordance with the general terms and conditions in Schedule One:

William Henry Waiparera Bird	Rangitahi Marae
Denise Ann Howden	Rangitahi Marae
Christine Hawea	Rangitahi Marae
Douglas Te Rangī Kotuku Rewi	Painoaiho Marae
Renee Tawhai Theresa Rewi	Painoaiho Marae
Manutahi Celia Anderson	Painoaiho Marae
Bert Rano Messent	Tipapa Marae
Robert John Jenner	Tipapa Marae
Hlraani Georgina Stafford	Tipapa Marae

- 5.2 The term of office for the initial Trustees is three years, provided that:
- (a) the first group of initial Trustees, comprising one Trustee from each Marae, must stand for re-election at the end of the initial two-year period. The method for selecting these Trustees must be agreed by the majority of the Trustees; and
 - (b) the remaining group of initial Trustees must stand for re-election at the end of the initial three-year period.
- 5.3 Each Trustee that is appointed after the initial Trustees:
- (a) must be selected by the particular Marae, with which the Trustee is affiliated, in accordance with the general terms and conditions in Schedule One;
 - (b) must be endorsed by the Beneficiaries at a hui convened and conducted by the Trust in accordance with the terms and conditions in Schedule Two, as applicable;
 - (c) are appointed for a term not exceeding three years; and
 - (d) are eligible for reappointment.
- 5.4 The Trust will consist of up to 12 Trustees comprising up to three Beneficiaries from each of the Marae, who must be selected in accordance with the general terms and conditions in Schedule One.

Resignation

- 5.5 A Trustee may resign from office as a trustee by notice in writing to the chairperson of the Trust and the chairperson of the Marae, which he or she is affiliated with. Such resignation will be effective immediately upon receipt of the notice by the chairperson of the Trust.

Removal

- 5.6 Subject to clause 5.7 below, a Trustee may, with the approval of the majority of the Trustees present at a Trustee meeting, be removed from that office if:
- (a) the Trustees are reasonably satisfied that the capability or integrity of the Trust has been seriously compromised because the particular Trustee has:
 - (i) neglected his or her responsibilities as a member of the Trust; or
 - (ii) has failed to perform his or her responsibilities under this Deed; or
 - (b) the Trustee has, without any reasonable excuse, been absent from:
 - (i) three consecutive meetings of the Trustees; or
 - (ii) at least three meetings of the Trustees during a 12-month period; or
 - (c) the Trustee has breached one or more of the duties set out in clause 6 below; or

- (d) the Trustee has been:
 - (i) convicted of a crime involving dishonesty as described in Schedule Four;
 - (ii) declared bankrupt;
 - (iii) disqualified as a director of a company pursuant to section 151(2) of the Companies Act 1993;
- (e) the Trustee is mentally incapable of exercising his or her powers or performing his or her duties as a Trustee.

5.7 Before a Trustee is removed from office, the other Trustees:

- (a) must discuss, with the particular Trustee, his or her removal including the reasons for such removal; and
- (b) must consult with the particular Marae, which the Trustee is affiliated with, about the Trustee's removal, including the reasons for his or her removal, and invite the Marae to select another person to replace the Trustee who is to be removed; and
- (c) may, if the other Trustees consider it appropriate or necessary, seek the approval of a majority of the Beneficiaries present at a hui convened and conducted in accordance with the terms and conditions in Schedule Two.

6. Duties of Trustees

6.1 A Trustee, when exercising powers or performing his or her duties as a Trustee, must act:

- (a) in good faith; and
- (b) with reasonable care, diligence and skill; and
- (c) with honesty and integrity; and
- (d) in the best interests of the Beneficiaries.

6.2 Each Trustee must, at all times fully inform (and keep informed) the Beneficiaries who are affiliated with the Marae that the Trustee is representing, of all matters relevant to Ngati Manawa.

6.3 The Trustees must ensure that:

- (a) the Trust acts in a manner consistent with the objective and functions set out in this Deed; and
- (b) the activities of the Trust are conducted efficiently and effectively;
- (c) the Trust operates in a financially responsible manner, which involves:

- (i) prudently managing the Trust's assets and liabilities;
- (ii) prudently managing all Trust Property;
- (iii) paying all expenses of the Trust;
- (iv) ensuring any remuneration or other fees paid to the Trustees or any other persons are reasonable, having regard to the relevant duties and responsibilities and the Trust's financial capacity.

7. Powers of Trustees

- 7.1 Subject to any specific provisions to the contrary in this Deed, the Trustees have full power and authority to sell, lease, invest, mortgage, deal with and generally manage the Trust Property in all respects and to sign all such instruments and documents as the Trustees may consider appropriate as if the Trustees were the absolute beneficial owners of the Trust Property, provided that the Trustees must, at all times, exercise these powers in the best interests of the Beneficiaries.
- 7.2 The Trustees, in addition to all authorities, duties, discretions and powers vested in them by this Deed and by statute and at law and in equity, have the power and authority to do the following things, including (without limitation):
- (a) do all things as are necessary to assist the Trust to meet its objective and to perform its functions under clauses 3 and 4 above, as applicable;
 - (b) pay all insurance premiums, rates, taxes, rents and other outgoings in connection with any real or personal Trust Property;
 - (c) engage any financial adviser, solicitor, accountant or other expert or professional person as necessary, and act on any opinion, advice or information from such persons;
 - (d) employ, appoint or otherwise engage appropriately qualified persons, as necessary, to help the Trustees carry out the administrative and/or operational functions and activities of the Trust;
 - (e) open and maintain bank accounts at such banks as the Trustees decide from time to time and decide who will be the signatories to such accounts;
 - (f) recover any losses incurred in carrying out the authorities, discretions, duties and powers conferred on the Trustees out of the capital or the income (whether past or future) of the Trust;
 - (g) apply the whole or part of the assets of the Trust as the Trustees decide towards the payment of any liabilities incurred by the Trustees under this Deed, provided that the Trustees cannot sell land that has been received as compensation from the Government and is considered a taonga by the iwi;
 - (h) have the accounts of the Trust audited as often as the Trustees decide by an independent certified chartered accountant, but at least once every 12 months;

- (i) borrow money upon such terms and conditions as the Trustees think fit for the purpose of investing such money or for assisting the Trustees to exercise any of their authorities, discretions, duties and powers, and no person lending money to the Trustees will be bound to enquire as to the purpose of any such loan or see to the application;
- (j) give security over all or any parts of the Trust Property for the repayment of any money borrowed under paragraph (h) above, whether or not the part of the Trust Property over which the security is given benefits by such borrowing;
- (k) if the Trustees consider appropriate, purchase or otherwise acquire any real or personal property.

8. Interests of Trustees

- 8.1 A Trustee must disclose to the Trust any conflicts of interest that he or she has, or may have, in a matter that is to be discussed by, or is relevant to, the Trust, immediately upon becoming aware of such conflict of interest.
- 8.2 Where a Trustee discloses a conflict of interest under clause 8.1, the other Trustees must decide whether that particular Trustee can, after the disclosure:
 - (a) be present when the particular matter is being discussed by the other Trustees; and
 - (b) take part in any deliberation or decision of the other Trustees relating to the particular matter.
- 8.3 A disclosure under clause 8.1 and the nature of the other Trustees' decision under clause 8.2 must be recorded in the minutes of the meeting.
- 8.4 A Trustee may retain for his or her own benefit all money and benefits paid or applied to such person as a Beneficiary of the Trust.
- 8.5 Where the requirements of clauses 8.1 and 8.2 are satisfied, no decision or exercise of a power by the Trustees will be invalidated, except by a court of law, on the ground that a Trustee had a direct or personal interest in the result of that decision or in the exercise of that power.

9. Remuneration of Trustees and Advisers

- 9.1 The Trustees shall, with the approval of a majority of the Beneficiaries present at a hui convened and conducted in accordance with the terms and conditions in Schedule Two, be entitled to such remuneration for their services as is determined by the Trust, provided that the level of such remuneration is reasonable having regard to the Trustees' duties and responsibilities and the Trust's financial capacity.
- 9.2 The Trustees shall, on presentation of receipts or invoices, be entitled to be reimbursed by the Trust for out of pocket expenses (including reasonable travelling and accommodation expenses) that they have properly incurred as a result of performing their responsibilities as a Trustee.

9.3 The Trustees may, on presentation of receipts or invoices, pay advisers such amounts as the Trustees consider appropriate for the adviser's services and/or out-of-pocket expenses.

9.4 The Trustees must disclose to the Beneficiaries at each Annual Hui:

- (a) the level of remuneration paid to each Trustee under clause 9.1 above for each 12 month period; and
- (b) the total amount of any reimbursement paid to each Trustee under clause 9.2 above for each 12 month period; and
- (c) the total amount paid to advisers under clause 9.3 for each 12-month period.

10. Trustees Indemnity

10.1 A Trustee is not liable for any loss, and will be indemnified out of the Trust Property for any liability, sustained or incurred if the Trustee acted in his or her capacity as a Trustee and:

- (a) properly exercised any of the powers of investment conferred by this Deed; or
- (b) properly performed his or her functions and duties and properly exercised any of the powers, authorities or discretions conferred upon him or her by this Deed or by law.

10.2 A Trustee is not liable for:

- (a) any act or omission done or omitted in his or her capacity as a Trustee, if he or she acted in good faith and with reasonable care when pursuing his or her functions, duties or powers; or
- (b) the neglect or default of any solicitor, bank, accountant, auditor, stockbroker, investment adviser or other agent employed in good faith by the Trustees,

and, in particular, no Trustee is bound to take any proceedings against a co-Trustee or former Trustee for any breach or alleged breach of trust committed by such co-Trustee or former Trustee.

11. Conduct of Business of Trustees

11.1 The Trustees must, at all times, conduct the business of the Trust and otherwise regulate its meetings, in accordance with the provisions in this Deed and, in particular, the provisions in Schedule Three.

11.2 Where this Deed does not set out procedures for conducting the business of the Trust or regulating its meetings, then the Trustees may, in their discretion, determine such procedures that are reasonable in the circumstances.

12. Trust Accounts

12.1 The Trustees must keep and maintain accounting records for the Trust that:

- (a) correctly record and explain all financial transactions of the Trust; and
- (b) must, at any time, enable the financial position of the Trust to be determined with reasonable accuracy and ease.

12.2 Without limiting clause 12.1 above, the accounting records must contain:

- (a) entries of all money received and spent each day, the persons or organisations who have sent or received such money and the matters to which the money relates; and
- (b) a record of the Trust Property.

12.3 The accounts of the Trust must be audited at least once every 12 months by an independent certified chartered accountant (who is a registered member of the Institute of Chartered Accountants of New Zealand). A copy of the accounts and/or the audited accounts must be presented to the Beneficiaries at each Annual Hui.

13. Advisory Trustees

The Trustees may appoint advisory trustees on such terms and conditions determined by the Trustees.

14. Custodian Trustees

The Trustees may appoint custodian trustees on such terms and conditions determined by the Trustees.

15. Execution of Documents and Other Enforceable Obligations

All contracts or other enforceable obligations and all major documents, including (without limitation) financial, policy and strategic documents, must be approved by a majority of the Trustees at a Trustees meeting and executed by three or more Trustees, including the chairperson or the deputy chairperson, if the chairperson is not available.

16. Investments

The proportion of the Trust Property that the Trustees determine to invest must, during such time as it is held by the Trustees, be invested in accordance with the provisions of the Trustee Act 1956.

17. Application of Income and Capital

- (a) The Trustees may at any time after payment of, or provision for, all costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust:
 - (i) pay or apply all or any of the income of the Trust to promote or advance the objective of the Trust and functions of the Trustees;

- (ii) pay or apply all or any of the capital of the Trust to promote or advance the objective of the Trust and functions of the Trustees, provided that any land returned to the Trust by the Claim Authorities as compensation for the grievances perpetrated against Ngati Manawa must not be alienated or otherwise dealt with by the Trustees without the consent of a majority of the Beneficiaries (excluding the Settlement Entity) present and entitled to vote at a hui called for that purpose and convened in accordance with the terms and conditions in Schedule Two.
- (b) The Trustees may pay or apply all or any of the capital or income of the Trust to the Settlement Entity.

18. Trusts on Vesting Day

On the Vesting Day, the Trustees will stand possessed of such of the capital and income of the Trust Property, which they will then hold on trust for the Beneficiaries, and if more than one Beneficiary, then in equal shares absolutely.

19. Resettlement

The Trustees have the power to settle or resettle the whole or any part of the Trust Property upon trust:

- (a) to the Settlement Entity; or
- (b) for one or more of the Beneficiaries as the Trustees determine.

20. Winding Up

The Trustees may resolve to wind up the Trust at any time, including when the Settlement Entity is established. Where this occurs, the Trustees must, within ten Business Days from the date of such resolution, settle or resettle the balance of the Trust Property after making proper allowance for any liabilities or other obligations of the Trust, upon trust to:

- (a) the Settlement Entity;
- (b) for one or more of the Beneficiaries as the Trustees determine.

21. Amendments to the Deed

This Deed can only be amended if:

- (a) the hui at which the amendment to the Deed is proposed is convened and conducted in accordance with the terms and conditions in Schedule Two (including clause 3.1(b)(iii) in Schedule Two); and
- (b) the amendment is carried by at least a 75% majority of votes cast by the Beneficiaries present and entitled to vote at that hui,

provided that no such amendment must alter this clause 21, the objective of the Trust and the duties of the Trustees, or enable the assets of the Trust to be applied in a manner that is inconsistent with the terms and conditions of this Deed.

22. Delegations

- 22.1 The Trustees may, from time to time, delegate any of their functions or powers to any person, subject to:
- (a) the approval of a majority of the Beneficiaries present at a hui convened and conducted in accordance with the terms and conditions in Schedule Two; and
 - (b) the other terms and conditions in this clause 22 being satisfied.
- 22.2 A delegation of any of the functions or powers of the Trustees:
- (a) is revocable at will; and
 - (b) does not prevent the Trustees from performing the function or exercising the power.
- 22.3 In selecting a person who is not a Trustee to be a delegate, the Trustees must use their best endeavours to ensure that:
- (a) the person has the appropriate skills, expertise and the commitment to perform the particular functions or to exercise the particular powers of the Trustees;
 - (b) the person has the personal qualities and attributes necessary to perform the particular functions or to exercise the particular powers of the Trustees to the same level specified in clause 6.1 of this Deed;
 - (c) the person:
 - (i) has not been convicted of a crime involving dishonesty as described in Schedule Four;
 - (ii) has not been declared bankrupt;
 - (iii) has not been disqualified as a director of a company pursuant to section 151(2) of the Companies Act 1993;
 - (iv) is not mentally incapable of exercising the powers or performing the functions of the Trustees.
- 22.4 Before appointing a person who is not a Trustee to be a delegate, the Trustees must require that person to:
- (a) provide the Trustees with a written statement:
 - (i) disclosing any conflicts of interest that he or she has, or may have, with the Trust;

- (ii) confirming that none of the conditions in clause 22.3(c) apply to him or her;
- (iii) agreeing not to disclose to third parties any confidential matters, documents, information and other material relating to the business of the Trust;

(b) agree in writing to comply with the terms and conditions in this Deed, in particular the duties specified in clause 6 above, and any other terms and conditions that the Trustees consider necessary, in their absolute discretion.

22.5 If a function or power of the Trustees is delegated under this clause 22, the delegate must:

- (a) perform the function or exercise the power in the same manner, subject to the same restrictions, and with the same effect as if the delegate were a Trustee; but
- (b) not delegate the function or power to another person.

22.6 A delegate will not be entitled to remuneration for his or her services without the approval of a majority of the Beneficiaries present at a hui convened and conducted by the Trustees in accordance with the terms and conditions in Schedule Two. Where such approval is obtained, the level of remuneration:

- (a) may be determined by the Trustees, provided that the level is reasonable having regard to the delegates' duties and responsibilities and the Trust's financial capacity; and
- (b) must be disclosed to the Beneficiaries at each Annual Hui.

For the avoidance of doubt, any Trustee who is delegated a function or power of the Trust is not entitled to remuneration as a delegate under this clause 22.6 if he or she is already entitled to remuneration as a Trustee under clause 9.1 above.

23. Committees

23.1 The Trust may:

- (a) establish 1 or more committees for a particular purpose or purposes;
- (b) appoint members of the committee, who must be Trustees;
- (c) dissolve any committee.

23.2 All members of a committee must comply with the terms and conditions in this Deed when exercising the duties and functions of the committee, and any other terms and conditions that the Trust considers necessary, in its absolute discretion.

24. Pakeke and Kaumatua

The Trustees acknowledge and agree that the pakeke and kaumatua of Ngati Manawa have the mana and authority to attend all Trustee meetings and to:

- (a) provide advice regarding any cultural matters, including (without limitation) whakapapa, tikanga, te reo Maori and waahi tapu; and
- (b) participate in any discussions, decision-making or other activities regarding any of the matters set out in paragraph (a) above.

25. **Governing Law**

This Deed is governed by New Zealand law.

26. **Moewhare Marae**

26.1 Moewhare marae is free to be included in the Trust at any time provided that it agrees to comply with the terms and conditions set out in this Deed. Where Moewhare marae wishes to be included in the Trust, the following requirements will apply:

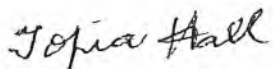
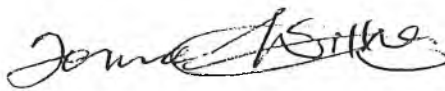
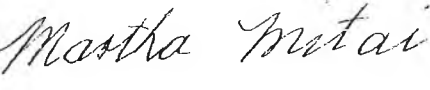
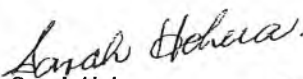

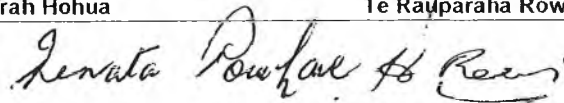
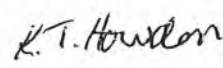



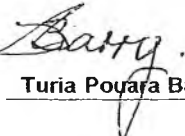
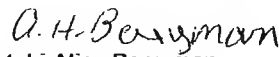

- (a) a representative from Moewhare marae must write to the chairperson of the Trust informing the chairperson of the marae's wish to be included in the Trust and agreeing to comply with the terms and conditions set out in this Deed (including Schedule One);
- (b) the chairperson must inform the other Trustees as soon as possible of any letter received from Moewhare marae requesting their inclusion in the Trust;
- (c) Moewhare marae must demonstrate that it has complied with the terms and conditions set out in Schedule One;
- (d) the Trustees will, as soon as reasonably practicable, convene a hui in accordance with the terms and conditions in Schedule Two to:
 - (i) discuss the inclusion of Moewhare marae in the Trust; and
 - (ii) propose any amendments to the Deed and pass any relevant resolutions to facilitate their inclusion.

26.2 The Trustees agree to provide all reasonable assistance to Moewhare marae to facilitate their inclusion in the Trust.

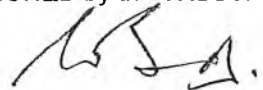
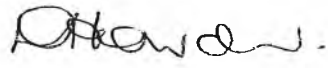




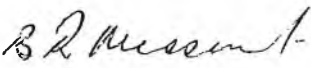


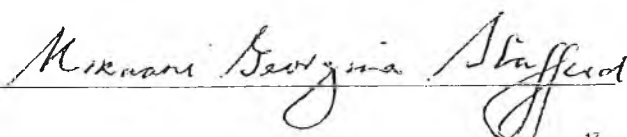
Execution

Executed as a Trust Deed.

SIGNED by the SETTLORS

 Topia Hall	 Toma Wihare	 Martha Mitai
 Sarah Hohua	 Te Rauparaha Rowan Koro Tihema	 Tamati Mangu Karaka
 Renata Pouwhare	 Hohepa Poia Rewi	 Kain Tutatawha Howden
 Doreen Herehere Pouwhare-McCorkindale	 Diane Titihuia Grace	 Rubina Emily Amokura Bishop
 Turia Pouya Barry	 Huatahi Alice Berryman	 Linda Te Whareraina Nelson

SIGNED by the TRUSTEES

 William Henry Waiparera Bird	 Denise Ann Howden
 Christine Hawea	 Douglas Te Rangi Kotuku Rewi
 Renee Tawhai Theresa Rewi	 Manutahi Celia Anderson
 Bert Rano Messent	 Robert John Jenner
 Hiraani Georgina Stafford	 Mikurangi Georgina Stafford

Schedule One

Selection of Trustees

1. Marae to Select Trustees

Each Marae must select three Beneficiaries who are registered with or otherwise affiliated with that Marae, as applicable, to be Trustees of the Trust in accordance with, and subject to, the general terms and conditions set out in clause 2 below.

2. Terms Governing Selection of Trustees

2.1 In selecting a person to be a Trustee, each Marae must use its best endeavours to:

- (a) apply and follow a proper, fair and transparent process, which involves (without limitation):
 - (i) applying a fair and transparent nomination and voting process;
 - (ii) ensuring that all processes and decision-making relating to the selection of their three respective persons are conducted at a hui properly convened by each Marae, and are subject to the approval of a majority of Beneficiaries affiliated with each Marae, who are present and entitled to vote;
 - (iii) providing proper notice of all matters and processes relating to the selection of the three representatives from each marae, including proper notice of all hui convened by the Marae to discuss the selection;
 - (iv) allowing Beneficiaries who are affiliated with each Marae to fully participate in all processes and decision-making relating to the selection of the three representatives from each marae;
- (b) ensure that their selected persons have the appropriate skills, expertise, personal attributes and qualities and the commitment to perform the functions and duties, and to exercise the powers, of a Trustee set out in clauses 4, 6 and 7 of this Deed;
- (c) ensure that their selected persons:
 - (i) have not been convicted of a crime involving dishonesty as described in Schedule Four;
 - (ii) have not been declared bankrupt;
 - (iii) have not been disqualified as a director of a company pursuant to section 151(2) of the Companies Act 1993;
 - (iv) are not mentally incapable of exercising the powers or performing the functions of the Trustees.

2.2 All persons selected as Trustees by each Marae under clause 1.1 above must be endorsed by a majority of Beneficiaries present at a hui convened by each Marae. To facilitate this endorsement process, all selected persons must swear the Oath of Allegiance set out in Schedule Five.

2.3 Each Marae, as applicable, must:

- (a) inform the chairperson of the Trust, in writing, of the names of the persons who have been selected by each Marae, as applicable, immediately following such selection; and
- (b) provide the Trust, or the Beneficiaries at a hui convened for the purpose of endorsing the Trustees, as applicable, with all relevant information to demonstrate the compliance of each Marae with the requirements in clause 2.1 above, including (without limitation) the relevant minutes of all Marae hui, agendas and public notices.

2.4 Each Marae acknowledges the authority of the other Marae to select their own three persons to be Trustees of the Trust. The Beneficiaries, present at a hui convened for the purpose of endorsing the Trustees, may not veto a person who has been selected as a Trustee by a Marae, provided that the particular Marae has complied with the general terms and conditions in clauses 2.1 and 2.3 above.

Schedule Two

Hui of Beneficiaries

1. Annual Hui

- 1.1 The Trust must, from time to time, but no less than every six months and no more than twelve months, hold a hui of Beneficiaries at which they must:
- (a) report on the activities of the Trust and on matters relevant to the Trust, including (without limitation):
 - (i) all material work or activities that the Trust has carried out, and all major decisions that the Trust has made, over the past 12 month period; and
 - (ii) all material work that the Trust intends to carry out, and all major decisions that the Trust is likely to make, over the next 12 month period following the Annual Hui; and
 - (iii) any persons whom the Trust has delegated its functions or powers to under clause 21 of this Deed and the nature of the functions and powers delegated;
 - (iv) the level of remuneration paid to any delegate under clause 21.6 of this Deed;
 - (v) the financial position of the Trust, including providing a copy of the accounts or audited accounts of the Trust; and
 - (vi) the Trust Property; and
 - (vii) the matters set out in clause 9.4 of this Deed;
 - (viii) any other matters that the Trustees consider appropriate; and
 - (b) seek confirmation from Ngati Manawa (by way of a resolution) of its mandate to continue representing Ngati Manawa in all matters that are relevant to the iwi.

2. Other Hui

- 2.1 In addition to an Annual Hui, other hui may be called at any time by the Trust either:
- (a) on the Trust's own initiative; or
 - (b) at the written request of at least 10 Beneficiaries,
- to discuss any matters relevant to Ngati Manawa or the Trust.
- 2.2 Where the circumstances in clause 2.1(b) above apply:

- (a) the written request must be sent to the Trust and must state the purpose for the hui and the nature of the business to be transacted at the hui; and
- (b) the Trust must, within a reasonable time following receipt of the written request, call a hui of Beneficiaries.

3. Notice

- 3.1 Where the Trust proposes to call a hui in terms of clauses 1 or 2 above, as applicable, the Trust must ensure that:
 - (a) public notice of the hui is given to Ngati Manawa at least 15 Working Days before the hui is convened;
 - (b) any public notice given to Ngati Manawa states:
 - (i) the date of, and place for, the hui;
 - (ii) the nature of the business to be transacted at the hui in sufficient detail to enable the Beneficiaries to form a reasoned judgment about the nature of the business to be transacted; and
 - (iii) where the endorsement of new Trustees or an amendment to this Deed is part of the agenda, the names of the new Trustees to be endorsed or the nature of the proposed amendment(s) to this Deed, as applicable.
- 3.2 Any public notice required under clause 3.1 above must be given in the following manner:
 - (a) by advertisement published on at least two consecutive days in a daily newspaper or newspapers circulating in:
 - (i) the district or districts where the majority of Beneficiaries reside, including the Rotorua Daily Post and the New Zealand Herald; and
 - (ii) any other areas where, in the reasonable opinion of the Trustees, a significant concentration of Beneficiaries reside; and
 - (b) by such other means as the Trustees may determine.

4. Quorum

- 4.1 No authority, power, or discretion can be exercised, and no business can be transacted, at any hui convened under clauses 1 or 2 above, unless the quorum of Beneficiaries is present at the hui.
- 4.2 The quorum of Beneficiaries for a hui convened under clauses 1 or 2 above is 40 Beneficiaries.
- 4.3 If, one hour after the commencement time appointed for the hui, the quorum of Beneficiaries has not been constituted, the hui is to stand adjourned until another date decided by the

chairperson of the Trust. Notice of the next meeting must be given in accordance with clause 3 above, provided that the notice period will be five Working Days before the next hui is convened.

5. Presiding Member

- 5.1 The chairperson of the Trust must preside at all hui convened under clauses 1 or 2 above, if he or she is present.
- 5.2 If the chairperson is not present, the deputy chairperson of the Trust must preside at all hui convened under clauses 1 or 2 above, if he or she is present.

6. Voting

- 6.1 Every Beneficiary over the age of 18 years will have one vote at a hui convened under clauses 1 or 2 above, as applicable.
- 6.2 All questions and matters arising at any hui convened under clauses 1 or 2 above, as applicable, must be decided by a majority of the votes cast by the Beneficiaries present and entitled to vote.
- 6.3 Voting at any hui will be by a show of hands unless a majority of the Beneficiaries present and entitled to vote at the hui decide it should be by poll. Where appropriate, voting may also be by postal vote.
- 6.4 If a vote is tied, the chairperson, or the deputy chairperson who is presiding at the hui in the chairperson's absence, has no second or casting vote at the hui, and the question is negated.

7. Compliance with Majority Decisions

Where a question or matter arising at a hui convened under clauses 1 or 2 above is decided by a majority of votes cast, all Beneficiaries (including the Trustees) must collectively support and comply with this decision regardless of their personal views or the views of their Marae and regardless of whether or not they were present at the hui concerned.

8. Minutes

- 8.1 The chairperson of the Trust must ensure that full and proper minutes are kept of all proceedings and matters discussed at a hui convened under clauses 1 or 2 above.
- 8.2 The chairperson, or the person appointed to take the minutes, must present the minutes of the previous hui at the next hui immediately following it for the Beneficiaries to consider and approve.
- 8.3 The minutes must be signed by the chairperson as a correct record of the proceedings of the previous hui. Minutes that have been signed by the chairperson are prima facie evidence of the proceedings of that hui.

- 8.4 The minutes of a Beneficiary hui may be requested and inspected by Beneficiaries upon written notice to the chairperson of the Trust. Where the chairperson receives a request from a Beneficiary for any minutes, the chairperson must provide a copy of the particular minutes to the Beneficiary within a reasonable time following receipt of the request.

9. **Moewhare Marae**

For the avoidance of doubt, Moewhare marae will continue to:

- (a) have the right to attend all hui convened and conducted under this Schedule Two and to exercise all the rights set out in this Schedule, including the right to vote under clause 6 above; and
- (b) be subject to all the obligations applicable to the other Marae set out in this Schedule Two.

10. **Positions of Office**

For the avoidance of doubt, the chairperson, secretary and treasurer of the Trust will also perform these roles at any hui-a-iwi convened in accordance with the terms and conditions set out in this Schedule Two.

Schedule Three

Meetings of the Trustees

1. Meetings of the Trust

The Trustees must hold a minimum of 10 meetings per year.

2. Notice of Meetings

2.1 The chairperson of the Trust, or a person delegated by the chairperson, must ensure that:

(a) each Trustee is given notice of a Trustees meeting at least 7 Working Days before the meeting is held. The notice may be:

- (i) delivered in person to each Trustee; or
- (ii) posted to each Trustees' address or delivered to a Post Office box which a Trustee is using at the time; or
- (iii) sent by facsimile machine to a telephone number used by a Trustee for the transmission of documents by facsimile;
- (iv) conveyed by telephone to each Trustee;

(b) any notice given to a Trustee in accordance with paragraph (a) above states:

- (i) the time of, and place for, the meeting;
- (ii) the nature of the business to be transacted at the meeting in sufficient detail to enable a Trustee to form a reasoned judgment about the nature of the business to be transacted; and
- (iii) the nature of any resolutions to be put to the Trustees at the meeting (if practicable or appropriate).

2.2 An irregularity in a notice of a meeting is waived if all the Trustees entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity, or if all the Trustees entitled to receive notice of the meeting agree to the waiver.

3. Quorum

3.1 No authority, power, or discretion of the Trustees can be exercised, and no business of the Trust can be transacted, at any meeting of the Trustees, unless the quorum of Trustees is present at the meeting.

- 3.2 Where Moewhare marae declines to be included in the Trust, then the quorum of Trustees for a meeting is six in total comprising two Trustees from each Marae. Where Moewhare marae agrees to be included in the Trust and the applicable terms and conditions in this Deed regarding their inclusion are met, then the quorum of Trustees for a meeting is eight in total comprising two Trustees from each Marae.
- 3.3 If, one hour after the commencement time appointed for the meeting, a quorum of Trustees has not been constituted, the meeting is to stand adjourned until another date decided by the chairperson of the Trust. Notice of the next meeting must be given in accordance with clause 2 above, provided that the notice period will be four Working Days before the next meeting is convened.

4. Presiding Trustee

- 4.1 The chairperson must preside at each Trustees meeting, if he or she is present.
- 4.2 If the chairperson is not present, the deputy chairperson must preside at the Trustees' meeting, if he or she is present.
- 4.3 If neither the chairperson nor deputy chairperson is present, then the Trustees present at the meeting must elect a person to preside at the meeting.

5. Voting

- 5.1 All questions and matters arising at a Trustees meeting must be unanimously approved by the Trustees present at the meeting.
- 5.2 Only Trustees are entitled to vote at a Trustees meeting. Each Trustee has one vote.

6. Compliance with Decisions

Where a question or matter arising at a Trustees meeting is approved by the Trustees under clause 5 above, all the Trustees must collectively support and comply with this decision regardless of their personal views or the views of their Marae and regardless of whether or not they were present at the Trustees meeting concerned.

7. Minutes

- 7.1 The chairperson must ensure that full and proper minutes are kept of all proceedings and matters discussed at a Trustees meeting.
- 7.2 The chairperson, or the person appointed to take the minutes, must present the minutes of the previous Trustees meeting at the next meeting immediately following it for the Trustees to consider and approve.
- 7.3 The minutes must be signed by the chairperson as a correct record of the proceedings of the previous meeting. Minutes that have been signed by the chairperson are prima facie evidence of the proceedings of that meeting.

- 7.4 The minutes of a Trustees meeting may be requested and inspected by Beneficiaries. Where the Trust receives a request from a Beneficiary for any minutes of a Trustees meeting, the Trust may, if it considers it appropriate, provide a copy of the particular minutes to the Beneficiary within a reasonable time following receipt of the request.

8. Confidentiality

All matters, documents, information and other material relating to the business of the Trust that are confidential to the Trust, must not be disclosed except where such disclosure is:

- (a) otherwise permitted under this Deed; or
- (b) unanimously approved by the Trustees present at a Trustee meeting.

9. Method of Meetings

A meeting may be held either:

- (a) by a number of the Trustees who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- (b) by means of audio, or audio and visual communication by which all the Trustees participating and constituting a quorum can simultaneously hear each other throughout the meeting.

10. Admission of Beneficiaries

The Trust may, if it considers it appropriate, allow Beneficiaries to attend the whole or any part of a Trustees meeting and to participate in any discussions of the Trust. For the avoidance of doubt, a Beneficiary who attends such meetings is not entitled to vote.

11. Officers of the Trust

The Trustees will, as soon as reasonably practicable following the establishment of the Trust (and any other time thereafter), elect a chairperson, secretary and treasurer of the Trust. For the avoidance of doubt:

- (a) the chairperson must be a Trustee, whereas the secretary and treasurer may be a non-Trustee; and
- (b) the chairperson, secretary and the treasurer of the Trust will also perform these roles at any hui-a-iwi convened in accordance with the terms and conditions set out in Schedule Two.

Schedule Four

Crimes Involving dishonesty

1. Purpose of this Schedule Four

This Schedule Four sets out particular crimes involving dishonesty that are applicable in terms of determining whether:

- (a) a Trustee should be removed from office under clause 5.6(d)(i) of this Deed;
- (b) a person is fit to be a delegate under clause 21 of this Deed;
- (c) a person is fit to be selected as a Trustee under clause 2.1(c)(i) of Schedule One.

2. Crimes involving dishonesty

2.1 The particular crimes involving dishonesty that are applicable under clause 1.1 are described in Part 10 of the Crimes Act 1961, more specifically (but without limitation):

- (a) section 220 (theft defined);
- (b) sections 222 to 225 (theft);
- (c) sections 229A to 232 (crimes resembling theft);
- (d) sections 245 to 247 (false pretences);
- (e) sections 248 and 249 (personation);
- (f) sections 250 to 257 (fraud);
- (g) sections 257A and 257B (money laundering);
- (h) section 263 to 281 (forgery).

Schedule Five Oath of Allegiance

Te Runanga o Ngati Manawa Oath of Allegiance

I, *[Name]*, the elected representative of *[Marae]*, solemnly swear that in the execution of my duties and responsibilities as a trustee of Te Runanga o Ngati Manawa, I will:

- act in the best interests of, and remain accountable to, Ngati Manawa at all times;
- abide by and uphold the spirit and intent of the Trust Deed at all times;
- comply with the terms and conditions in the Trust Deed at all times;
- commit to the pursuit and fulfilment of the objectives of the Trust as specified in the Trust Deed;
- act in good faith, with honesty and the utmost integrity in the execution of my duties and responsibilities as a trustee and actively promote and foster the interests of Ngati Manawa;
- not act or behave in such a manner as to bring Ngati Manawa into disrepute or to undermine or compromise Ngati Manawa's interests;
- work with my fellow Trustees in the true spirit of collaboration and co-operation to ensure that the collective well-being and interests of Ngati Manawa take precedence over individual personal gain and self interest;
- declare any conflicts of interest if and when they arise and comply with the provisions in the Trust Deed regarding conflicts of interest and any other requirements approved by the Trustees from time to time.

Signed _____ on *[date]*

in the presence of:

APPENDIX THREE

Crown recognition of Deed of Mandate



Minister in Charge of Treaty of Waitangi Negotiations

Minita Nōna te Mana Whakarite Take e pā ana ki Te Tiriti o Waitangi

13 November 2003

Bill Bird
Chairman
Te Rūnanga o Ngāti Manawa
PO Box 116
MURUPARA

Tēnā koe

Thank you for the Deed of Mandate submitted to the Crown on 28 August 2003. As you know the Deed was publicised on 12-13 September 2003 and submissions were received regarding the intention of Te Rūnanga o Ngāti Manawa (TRONM) to represent Ngāti Manawa in Treaty of Waitangi negotiations.

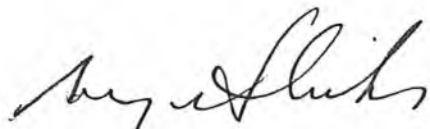
We would like to acknowledge the efforts of TRONM to advance the historical Treaty of Waitangi claims of Ngāti Manawa, which are all claims relating to Crown acts or omissions prior to 21 September 1992. We also acknowledge that TRONM has agreed to joint negotiations with Ngāti Whare and agreed in principle as how to structure those negotiations.

Having considered the TRONM Deed of Mandate, we have come to the conclusion that the Rūnanga has considerable support from the Ngāti Manawa claimant community and it is an appropriate structure to represent the people of Ngāti Manawa in the negotiation of their historical Treaty claims.

We are therefore pleased to recognise the mandate of TRONM to represent the people of Ngāti Manawa in negotiations with the Crown for the settlement of their historical Treaty claims. This recognition is subject to the three seats for Moewhare representation on TRONM remaining in place. The Crown also formally offers to resource a facilitator to work with TRONM and Moewhare to encourage Moewhare to participate.

The Crown is strongly committed to addressing the wrongs of the past and establishing the basis for a strong, ongoing relationship with Ngāti Manawa. We therefore look forward to working with you in negotiating your settlement. To this end, the negotiation and signing of the Terms of Negotiation is the next milestone to be achieved in the settlement process. Following that, formal negotiations can begin.

Nāku noa, nā,



Hon Margaret Wilson
Minister in Charge of Treaty of Waitangi Negotiations



Hon Parekura Horomia
Minister of Māori Affairs