

DATED

2006

MEMORANDUM OF UNDERSTANDING
TE KOTAHITANGA O NGATI WHAKAUE

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MEMORANDUM made this

day of

2006

BY THE PARTIES:

Ngati Whakaue Te Iwi (including in their capacity as claimants under Wai 1204);

AND

Ngati Hurungaterangi, Ngati Pukaki, Ngati Te Roroaterangi, Ngati Taeotu, Ngati Rangiiwaho me Ngati Tunohopu the Koromanua Hapu o Ngati Whakaue;

AND

The trustees of Pukeroa Oruawhata Trust (including in their representative capacities for the claimants under Wai 94, 268, 317 and 335);

AND

Ngati Pukaki, Ngati Rautao, Ngati Waoku, Ngati Te Hika, Ngati Te Ririu and Ngati Karenga hapu of Ngati Whakaue (including in their capacity as claimants under Wai 316);

AND

Individual residents of the Ngati Whakaue village at Ohinemutu (including in their capacity as claimants under Wai 384);

AND

Ngati Hurungaterangi (including in their capacity as claimants under Wai 410);

AND

Ngati Hurungaterangi, Ngati Taeotu me Ngati Te Kahu o Ngati Whakaue (including in their capacity as claimants under Wai 533);

AND

Ngati Tunohopu by the descendents of Rakitu (including in their capacity as claimants under Wai 1101).

jk/MOU for Kaitiaki o Ngati Whakaue

BACKGROUND

A. In their representative capacities, the parties to this memorandum:

- (a) Are the individuals whanau and hapu of Ngati Whakaue to whom the claims against the crown arising in respect of the Treaty of Waitangi Act 1975 are ascribed and entrusted to;
- (b) Are entitled:
 - (i) To bring and prosecute such claims and to have those claims enquired into and reported on by the Waitangi Tribunal;
 - (ii) To reach an agreement with the crown for redress in settlement of such claims.
- (c) Are desirous of resolving such claims by agreement with the crown.

B. From about 2001 to the date of this memorandum and in order to advance the common purpose of the claims, the parties have collectivized and regularly met under the unincorporated association called Te Kotahitanga O Ngati Whakaue. The objective of Te Kotahitanga O Ngati Whakaue has been (inter alia) to

- (a) Advance the claims in a coordinated, cohesive and unified manner, having regard to the following key ingredients:
 - (i) Compilation of historical research and technical evidence;
 - (ii) Compilation of tangata whenua evidence;
 - (iii) Access to resourcing and funding assistance;
 - (iv) Prosecution of claims under the provisions of the Treaty of Waitangi Act 1975 (Waitangi tribunal enquiry);
 - (v) The crown's negotiations with Nga Kaihautu o Te Arawa;
 - (vi) Need to present a unified position to the crown and to the Waitangi Tribunal;
 - (vii) Need to preserve and promote the cultural integrity of Ngati Whakaue.
- (b) Ultimately resolve the claims by way of agreement with the Crown.

- D. The parties wish to continue 'Te Kotahitanga O Ngati Whakaue and the objective set out and for the purposes of better formalizing that intention enter into this memorandum on the terms herein.

THIS MEMORANDUM THEREFORE RECORDS:

The Parties

1. Each of the persons signing this memorandum hereby certify and warrant that they have the requisite mana and proper mandated authority to join the other parties to the matters expressed and contemplated by this memorandum.

Principles of conduct

2. The parties hereto hereby agree and acknowledge the following principles to underpin their conduct in pursuit of the common purpose and objective recorded by this memorandum:
 - 2.1 Nga Tikanga o Ngati Whakaue, including but without limitation the principle of Whanaungatanga, the principle of retaining and protecting ancestral and customary hereditments; the principle of mana whenua, mana moana, mana tangata, the principle of respect for the mana held by other parties, the principle of leaving decision making to those whom the decision is about and the principle of decision making by hau;
 - 2.2 Principle of good faith;
 - 2.3 Principle of trust;
 - 2.4 Principle of open communication;
 - 2.5 Principle of co-operation;
 - 2.6 Principle of accountability;
 - 2.7 Principle of reciprocity;
 - 2.8 Principle of responsibility.

Overlapping claims

3. In cases where claims overlap, the parties' have determined that certain claims and their representations will lead in relation to the other overlapping claim or claims. Accordingly it is acknowledged and agreed that:

3.1 The claims in respect to Whakarewarewa Forest, the Geothermal Valley and surrounds will be lead by Ngati Hurungaterangi, Ngati Taeotu me Ngati Te Kahu O Ngati Whakaue (including in their capacities as claimants under Wai 533);

3.2 The claims in relation to the Mamaku and surrounds will be lead by Ngati Pukaki, Ngati Rautao, Ngati Waoku, Ngati Te Hika, Ngati Te Ririu and Ngati Karenga hapu of Ngati Whakaue (including in their capacities as claimants under Wai 316).

Covenants

4. The parties hereby covenant as follows:

4.1 Not to serde all or any part of their claims against the crown without first having called a hui a iwi of the parties to disclose that possibility in a free and frank manner to the other parties;

4.2 Not to enter into any contract with Crown Forestry Rental Trust or other funding organization in respect of claims without first having called a hui a iwi to disclose that possibility in a free and frank manner to the other parties;

4.3 To use their best endeavors to strive for a consensus on any decisions to be made, except where a claimant community holds the mana over decision-making in respect of its internal decisions rights in regard to tikanga;

4.4 That the mana of Ngati Whakaue and of the constituent hapu of Ngati Whakaue is paramount.

Representation of Ngati Whakaue

5. It is agreed and acknowledged that:

5.1 The collectivization of the parties to this memorandum by way of Te Kotahitanga O Ngati Whakaue is in the main under and by virtue of the mana of Ngati Whakaue;

5.2 Te Kotahitanga O Ngati Whakaue is for the purposes of the matters recorded by this memorandum the representative and representation of Ngati Whakaue Te Iwi.

Te Kotahitanga O Ngati Whakaue

6. In undertaking the covenants, understandings and agreements of this memorandum the parties agree that the regulation and operation of Te Kotahitanga O Ngati Whakaue shall continue as it has done prior to the making of this memorandum including:

- 6.1 The holding of regular meetings;
- 6.2 Provision of a corporate identity;
- 6.3 Provision of officers (namely Chair and Secretary).

The negotiating positions of the claims

7. Within 30 days of the date of this memorandum (or some such other date as is agreed upon) the parties agree to adopt as schedule to this memorandum an articulation of the remedies sought to remove the prejudice asserted for each of the claims called "Settlement Position".

8. The intended purpose of the Settlement Position schedules shall be to provide an agreed basis for informing redress discussions with the crown or any other party. Without limitation the Settlement Position schedules may include an articulation of the following:

- 8.1 Seek restitution for settlement redress of all parts to each claim registered and to be settled according to its merits by:
 - 8.1.1 The return of land and resources and/or a level of control of the same to the respective claimant community's governance entity;
 - 8.1.2 Payment of monetary compensation to the respective claimant community's governance entity proportionately;
 - 8.1.3 Aid facilities to assist the Hapu and whanau to rebuild the infrastructures that were lost to the extent of prejudicing its customary and traditional practices, including language, traditional knowledge, land based survival skills, arts and crafts;

8.1.4 Housing, environmental, economic and social advancement assistance packages

Hui a iwi

9. The parties hereby agree and acknowledge that a properly constituted hui a iwi o Ngati Whakaue (for the purposes of the matters addressed by this memorandum) occurs as follows:

9.1 First, initiation of a hui a iwi may be made by:

9.1.1 Te Kotahitanga O Ngati Whakaue; or

9.1.2 Any recognized kaumatua of Ngati Whakaue (or other authorized persons on agreement with that kaumatua) provided there is at least two other named working committee members of the claimant group to which that kaumatua belongs supporting the same.

9.2 Second, on the initiation of the hui a iwi, public notice shall be given in the Rotorua Daily Post at least 14 full days before the date on which the hui a iwi is called.

9.3 Notices may also be provided by hard copy mail, email, facsimile, and person-to-person.

9.4 A quorum for a hui a iwi provided for by this memorandum shall be 35 people.

Dispute Resolution

10. In the case of a dispute in respect of a matter arising out of or in relation to this memorandum the following procedure shall be conducted:

10.1 Firstly, the matter shall be referred to the next meeting of Te Kotahitanga O Ngati Whakaue at which the party alleging the breach and the party alleged to be in breach must be present to discuss the matter in good faith with a view to resolving the dispute. The party alleging the breach shall give written notice in advance to the party alleged to be in breach and to Te Kotahitanga O Ngati Whakaue setting out the dispute, the prejudice suffered and the remedy sought; and

10.2 If the matter cannot be resolved at the first meeting and Te Kotahitanga O Ngati Whakaue by a clear majority considers it is sufficiently serious, secondly the dispute shall be referred to a hui a iwi as such is contemplated by this memorandum for resolution.

Duration of this memorandum

11. The objective of this memorandum and therefore term of these understandings and agreements shall continue for so long as the parties agree to be so bound.

12. Each of the parties agree to file notice with the other parties giving notice of their intention to withdraw from this agreement with no less than 21 days notice to the withdrawal date.

Review of these understandings and agreements

13. There shall be a review of these undertakings and agreements by way of hui a iwi at Te Papaiohuru annually.

IN WITNESS WHEREOF this Memorandum has been executed on the date specified above.

On behalf of Ngati Whakaue Te Iwi (including in their capacity as claimants under Wai 1204)

SIGNED by the said

in the presence of:

[Handwritten signature]

Witness signature

ANDREW T. AHO

Witness name

MAORI SERVICES LIBRARIAN

Witness occupation

26 KIHAROA ST ROTORUA

Witness address

)
)
)

Miliana Douglas

Signature of
MILIANA DOUGLAS

SIGNED by the said
Nihai Taulava Rolleston
in the presence of:

.....
Signature of

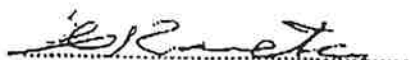
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Witness signature

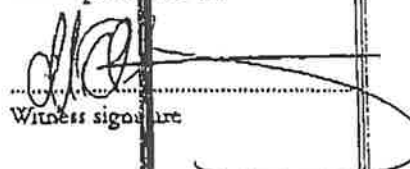
.....
Witness name

.....
Witness occupation

.....
Witness address

SIGNED by the said
Tawara Kameta
in the presence of:


.....
Signature of


.....
Witness signature

.....
Witness name

.....
Witness occupation


.....
Witness address

On behalf of Ngati Hurungaterangi, Ngati Pukaki, Ngati Te Roroaterangi, Ngati Taerou, Ngati Rangirua me Ngati Tunohopu the Koromatua Hapu o Ngati Whakaue

Ngati Hurungaterangi

SIGNED by the said

in the presence of:


Signature of R. BIDDLE

Witness signature

ANDREW TE AUO

Witness name

MAORI SERVICES LIBRARIAN

Witness occupation

26 KIHAROA ST ROTOLUA

Witness address

SIGNED by the said

Patrick Amohau

in the presence of:

.....
Signature of

Witness signature

Witness name

Witness occupation

Witness address

Ngati Puhaki

SIGNED by the said

in the presence of:

[Handwritten signature]

Witness signature

[Handwritten signature] TE AHO

Witness name

MAORI SERVICES LIBRARIAN

Witness occupation

26 Kihaka & Rotomua

Witness address

[Handwritten signature]

Signature of
TENE HOHI KEREDRA

SIGNED by the said

Robert Gillies

in the presence of:

[Handwritten signature]

Witness signature

[Handwritten signature]

Witness name

Solicitor

Witness occupation

Rotoma

Witness address

[Handwritten signature]

Signature of

Ngai Te Ruroterangi

SIGNED by the said
Barry Whakari Te Kani)
in the presence of:)

.....
Signature of

.....
Witness signature

.....
Witness name

.....
Witness occupation

.....
Witness address

SIGNED by the said)
in the presence of:)

A. Rogers. (Whakane)
.....
Signature of
ANNE ROGERS

[Handwritten Signature]
.....
Witness signature

ANDREW TE ANO
.....
Witness name

MARA SERVICES LICENSING
.....
Witness occupation

26 KIHARA ST ROTURUA
.....
Witness address

Ngati Tacotu

SIGNED by the said

Harvera Walker Mitchell
in the presence of:

_____)
_____)
_____)
Signature of

HARVERA WALKER MITCHELL

_____)
_____)
_____)
Witness signature

_____)
_____)
_____)
Witness name

Solicitor

_____)
_____)
_____)
Witness occupation

_____)
_____)
_____)
Witness address

SIGNED by the said

Tahae Tit
in the presence of:

_____)
_____)
_____)
Signature of

_____)
_____)
_____)
Witness signature

_____)
_____)
_____)
Witness name


_____)
_____)
_____)
Witness occupation

_____)
_____)
_____)
Witness address

Ngati Rangitahoro

SIGNED by the said
Andrew Te Amo
in the presence of:

)
)


.....
Signature of


.....
Witness signature

John David Rangitauru
.....
Witness name


Solicitor
.....
Witness occupation

Rotoma
.....
Witness address

SIGNED by the said
Maurice Te Whiroangi Locke
in the presence of:

)
)


.....
Signature of


.....
Witness signature

John David Rangitauru
.....
Witness name

Solicitor
.....
Witness occupation

Rotoma
.....
Witness address

Ngati Turuhopu

SIGNED by the said

in the presence of:

[Handwritten signature]

Witness signature

ANDREW TE ANO

Witness name

MAORI SERVICES LIBRARIAN

Witness occupation

26 KIHARA ST ROTORUA

Witness address

[Handwritten signature]

Signature of
R. DIDDLE

SIGNED by the said

in the presence of:

[Handwritten signature]

Witness signature

ANDREW TE ANO

Witness name

MAORI SERVICES LIBRARIAN

Witness occupation

26 KIHARA ST ROTORUA

Witness address

[Handwritten signature]

Signature of
R. KUMAR RANGITAUIRA-PEKA

On behalf of The trustees of Pukeroa Oruawhata Trust (including in their representative capacities for the claimants under Wai 94, 268, 317 and 335);

SIGNED by the said
Hamilton *Manuia Phipps King*)
in the presence of:)

.....
Signature of

.....
Witness signature

.....
Witness name

.....
Witness occupation

.....
Witness address

SIGNED by the said
Malcolm *Malcolm Short*)
in the presence of:)

.....
Signature of

.....
Witness signature

.....
Witness name

.....
Witness occupation

.....
Witness address

On behalf of Ngati Pukaki, Ngati Kautao, Ngati Waoku, Ngati Te Hika, Ngati Te Riri and Ngati Karenga hapu of Ngati Whakane (including in their capacity as claimants under Wai 316)

SIGNED by the said

in the presence of:

[Handwritten Signature]
Witness signature

PATRICIA LUNT
Witness name

LIBRARIAN
Witness occupation

RDU ROTORUA
Witness address

)
)
)
[Handwritten Signature]
Signature of
J. ARATEMA

SIGNED by the said

in the presence of:

[Handwritten Signature]
Witness signature

ANGELA TE AHO
Witness name

MAORI SERVICES LIBRARIAN
Witness occupation

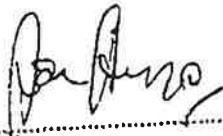
26 KIHARA ST ROTORUA
Witness address

)
)
)
[Handwritten Signature]
Signature of
RAWAHA MANAHI

On behalf of individual residents of the Ngati Whakaue village at Ohinemutu (including in their capacity as claimants under Wai 384)

SIGNED by the said

Andrew Te Amo
in the presence of:



Signature of
ANDREW Te Amo


Witness signature


Witness name


Witness occupation


Witness address

SIGNED by the said

Miki Paana
in the presence of:

.....
Signature of

.....
Witness signature

.....
Witness name

.....
Witness occupation

.....
Witness address

On behalf of Ngati Hurungaterangi (including in their capacity as claimants under Wai 410)

SIGNED by the said

in the presence of:

Witness signature

ANDREW TE AMO

Witness name

MAORI SERVICES LIBRARIAN

Witness occupation

26 KIHARA ST ROTORUA

Witness address

Victoria Mitchell

Signature of
KIAI MITCHELL

SIGNED by the said

in the presence of:

Witness signature

ANDREW TE AMO
ANDREW TE AMO

Witness name

Sickness Beneficiary.

Witness occupation

FB/336 Ngongotaha Rd. Rotorua.

Witness address

Tony Haupapa

Signature of
TONY HAUPAPA

Andrew Te Amo

ANDREW TE AMO
MAORI SERVICES LIBRARIAN

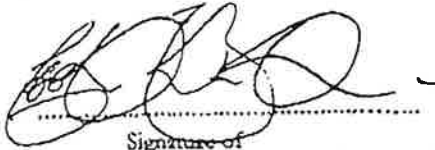
26 KIHARA ST ROTORUA

On behalf of Ngati Hurungaterangi, Ngati Taeotu me Ngati Te Kahu o Ngati Whakaue
(including in their capacity as claimants under Wai 533)

Hokimate Kahukiuwa

SIGNED by the said

in the presence of:



Signature of
HOKIMATE KAHUKIWA

Witness signature

JOHN PERA KAHUKIWA

Witness name

SOLICITOR

Witness occupation

AUCKLAND

Witness address

SIGNED by the said

in the presence of:



Signature of
BEN PATRICK HONA

Witness signature

ANDREW TEANU

Witness name

MAORI SERVICES LIBRARIAN

Witness occupation

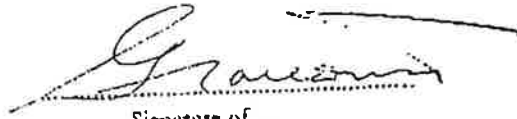
26 KIHARA ST ROTORUA

Witness address

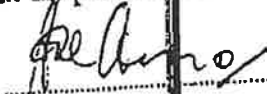
On behalf of Ngati Tunohopu by the descendants of Rakitu (including in their capacity as claimants under Wai 1101)

SIGNED by the said)

in the presence of:)



Signature of
GRACE DORSET



Witness signature

ANDREW TE AHO

Witness name

MAORI SERVICES LIBRARY

Witness occupation

26 KIHARA ST ROTONGA

Witness address

SIGNED by the said)

Henare Te Ahmaru M. Rae)
in the presence of:)

.....
Signature of

.....
Witness signature

.....
Witness name

.....
Witness occupation

.....
Witness address

