

# **Terms of Negotiation**

**Te Komiti Nui o Ngāti Whakaue**

**And**

**The Crown**

**In respect of the Comprehensive settlement of the  
Historical Treaty Claims of Ngāti Whakaue**

**Dated this                      3<sup>rd</sup> day of April 2014**

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## Terms of Negotiation

### 1. Parties to these Terms of Negotiation

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1.1 The Parties to this document, known as the Terms of Negotiation are:

- (a) Ngāti Whakaue Iwi and its affiliate hapu; and
- (b) The Crown.

### 2. Background

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2.1 Ngāti Whakaue allege a number of historical claims against the Crown continue, the consequence of which has unjustly caused, is causing, and will cause (if they continue without being addressed) on-going, and in some instances intergenerational, suffering and prejudice, i.e. Historical account.

2.2 The Crown acknowledges that Ngāti Whakaue has unjustly suffered as a result of certain historical actions and omissions on its part and that such matters need to be addressed to the extent that:

- (a) by Deed of Settlement dated the 25<sup>th</sup> day of June 2008 between certain Central North Island Iwi (inclusive of Ngāti Whakaue) and the Crown, the Crown agreed (among other things) to expedite and accord high priority to the settlement of the outstanding historical Treaty claims of Ngāti Whakaue<sup>1</sup>;
- (b) by letter dated the 30<sup>th</sup> January 2009 the Crown (by the Ministers of Maori Affairs and for Treaty of Waitangi Negotiations) advised the Crown's willingness to enter into negotiations with Ngāti Whakaue for the comprehensive settlement of their historical claims; and
- (c) by letter dated 26<sup>th</sup> February 2010, the Crown (by the Ministers of Maori Affairs and for Treaty of Waitangi Negotiations) advised that Ngāti Whakaue has completed a mandate process.

2.3 The parties entry into these terms of negotiation represents their desire to formalise their intentions and more particularly in respect of the agreed guidelines and procedural framework as to how the Negotiations will be conducted.

2.4 The parties acknowledge that the Negotiations are an extension and continuation of their existing relationship whether in the nature of certain political compacts, special partnerships or contract and to the extent that such has been forged over time including but not limited to:

- (a) 1880 Fenton Agreement;
- (b) 1993 (Township Railways Lands) Settlement Agreement;
- (c) 1995 Reserves and Other Lands Disposal Act (Ngāti Whakaue Education Endowment Trust);
- (d) 1997 Ohinemutu Geothermal Agreement;
- (e) 2004 Te Arawa Lakes Settlement;
- (f) 2004 Te Arawa Fisheries Settlement;
- (g) 2008 CNI Forests Land Collective Settlement; and
- (h) 2008 Deed to Introduce Vesting Legislation in Relation to Whakarewarewa Valley Land and Roto a Tamaheke Reserve.

#### Related settlements

2.5 The Crown and Ngāti Whakaue iwi and hapu have been engaged in a number of related negotiation processes to date within the Treaty settlement process:

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<sup>1</sup> (Refer Clause 2.12.10 of that deed)

- (a) 1992 "fisheries" Deed of Settlement settled claims in relation to commercial fisheries.
  - (b) Deed of Agreement between the Minister of Justice on behalf of the Crown and Pukeroa-Oruawhata Trustees and the Proprietors of Ngāti Whakāue Tribal Lands Incorporation for and on behalf of the People of Ngāti Whakāue in relation to Wai 94 (23 September 1993).
  - (c) the Deed of Settlement of the Te Arawa Lakes Historical Claims and Remaining Annuity Issues (18 December 2004).
  - (d) CNI Forests Iwi Collective Deed of Settlement (25 June 2008) – Ngāti Whakāue is one of eight CNI Collective Iwi who signed a deed with the Crown, that settled the historical claims relating to the licensed Crown forest lands.
  - (e) Affiliate Te Arawa Iwi/Hapū deed of settlement (2008).
- 2.6 The Crown considers that all issues and claims specified in the 1993 deed were settled (including claims relating to the Fenton Agreement) ; and
- 2.7 Ngāti Whakāue considers that not all issues and claims specified in the 1993 deed were settled (including claims relating to the Fenton Agreement); and
- 2.8 Both parties acknowledge that further discussion on this matter may arise in the course of negotiations.

### **3. The Purpose of these Terms of Negotiation**

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#### **3.1 These Terms of Negotiation:**

- (a) set out the scope, objectives, general procedures and "ground rules" for the formal discussions the parties will conduct in order to settle the Historical Claims of Ngāti Whakāue;
- (b) record the intentions of the parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice; and
- (c) are not legally binding and do not create a legal relationship, being in essence an agreement to agree, but are entered into on the basis that each expects the other to comply with these terms during the Negotiations.

### **4. Guiding Principles**

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#### **4.1 The guiding principles for the Negotiations are as follows:**

- (a) *Good Faith*: the Negotiations will be conducted in good faith and in the spirit of co-operation;
- (b) *Constructive Working Relationship*: the parties 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;
- (c) *Mana O Rite (Equal Partners)*: both parties are equally responsible for ensuring the Negotiations are conducted properly and fairly;
- (d) *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;
- (e) *Observe High Standards of Integrity*: both parties will observe high standards of integrity and fair dealing;
- (f) *Tika (Appropriateness of Procedures and Behaviour)*: both parties must conduct themselves properly during the Negotiations and must comply with all agreed meeting procedures;

- (g) *Open and Transparent Dealings*: both parties acknowledge that meaningful communication and consultation is crucial for successful negotiations;
- (h) *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; and
- (i) *No Surprises*: both parties agree to keep each other fully informed of matters relating to the subject of the Negotiations, and seek to avoid surprises.

## 5. Objectives of the Negotiations

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- 5.1 The primary objective of the Negotiations will be to reach agreement on a settlement of the Historical Claims of Ngāti Whakaue that:
- (a) is comprehensive, final, durable and fair in the circumstances;
  - (b) is no less advantageous than any other comparable Treaty settlement completed as at the date of these terms of negotiation;
  - (c) will not:
    - (i) diminish or in any way affect any rights that Ngāti Whakaue have arising from Te Tiriti a Waitangi and its principles, except to the extent that claims arising from those rights are settled; or
    - (ii) extinguish or limit any aboriginal or customary rights that Ngāti Whakaue may have;
  - (d) recognises the nature, extent and injustice of breaches of the Crown's obligations to Ngāti Whakaue under Te Tiriti o Waitangi and its principles, and where appropriate, acknowledges the effect that these breaches have had on the economic, social, cultural and political well-being of Ngāti Whakaue;
  - (e) will provide a platform to assist Ngāti Whakaue to develop their economic base. In addition, the Crown acknowledges that Ngāti Whakaue view the settlement as a means of enhancing their social, cultural, environmental, political and economic development;
  - (f) will, in the context of all historical settlements between the parties engender economic prosperity in the Ngāti Whakaue ki te tai, Ngāti Whakaue ki uta by way of the reinstatement of Ngāti Whakaue as the traditional and indigenous hosts;
  - (g) will enhance, continue and extend the parties ongoing relationship;
  - (h) will seek to restore the honour of the Crown; and
- 5.2 demonstrates and records that both parties have acted honourably and reasonably in negotiating the settlement.
- 5.3 In addition, Te Komitinui o Ngāti Whakaue have stated they wish to raise with the Crown in the Negotiations streamlining issues arising from the 1993 deed.
- 5.4 In addition, the Crown:
- (a) acknowledges that Ngāti Whakaue view the settlement as a means of restoring the mana motuhake of Ngāti Whakaue;
  - (b) acknowledges that Ngāti Whakaue view the settlement as a means of removing the sense of grievance and restoring Ngāti Whakaue's faith and trust in the Crown; and
  - (c) confirms that the settlement is not intended to affect any decision proposal or report of Te Ohu Kaimoana either under the Māori Fisheries Act 2004 or in respect of the "fisheries" deed dated 23 September 1992.

## 6. Acknowledgments

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- 6.1 The parties hereby acknowledge the following relevant Waitangi Tribunal reports and findings, namely::
- (a) 1993 Preliminary Report on the Te Arawa Representative Geothermal Resource Claims;
  - (b) 2007 Te Arawa Settlement Process Reports;
  - (c) 2007 He Maunga Rongo: Report on Central North Island Claims Stage One; and
  - (d) all other reports (e.g. the Kaituna River Report; the Te Reo Report; Wai 262 Reports).

## 7. Subject matter of the Negotiations

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- 7.1 The parties will together agree upon matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon.
- 7.2 The list of subjects to be discussed will include the following categories of redress:
- (a) the Crown's apology and acknowledgements;
  - (b) Cultural redress; and
  - (c) Commercial redress.

## 8. Ngāti Whakaue Historical Claims

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- 8.1 Ngāti Whakaue Historical Claims means.:
- (a) all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by Ngāti Whakaue or any person or group representing Ngāti Whakaue that:
  - (b) are founded on a right or rights arising:
    - (i) from Te Tiriti o Waitangi, or its principles;
    - (ii) under legislation;
    - (iii) at common law (including customary law and aboriginal title);
    - (iv) from a fiduciary duty; or
    - (v) otherwise; and
  - (c) 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
  - (d) Includes every claim to the Waitangi Tribunal to which clause (a) applies, including (but subject to further research, not necessarily limited to):

<u>Wai Claim</u>	<u>Claim Title</u>	<u>Claimant Hapu</u>
Wai 268	Whakarewarewa Thermal Valley	Hurunga, Taetou, Kahu
Wai 316	Mamaku Railway Endowment	Pukaki, Waoku, Rautao

	Rotohokahoka & Okoheriki blks	Te Hika, Karenga & Te Riri
Wai 317	Whakarewarewa & Horohoro Forest	Hurunga, Te Roroaterangi, Tunohopu, Pukaki, Te Rangiiwaho & Taeotu
Wai 335	Geothermal Reserve	Hurunga, Te Roroaterangi, Tunohopu, Pukaki, Te Rangiiwaho & Taeotu
Wai 384	Ohinemutu Village	Hurunga, Te Roroaterangi, Tunohopu, Pukaki, Te Rangiiwaho & Taeotu
Wai 410	Kouramawhitiwhiti	Hurungaterangi
Wai 533	Whakarewarewa Geothermal Valley & Whakarewarewa Forest;	Hurungaterangi, Taeotu & Te Kahu
Wai 1204	Ngongotaha te maunga	Ngāti Whakaue hapu katoa
Wai 1357	Horohoro-Maraeroa Blks	Ngāti Rautao, Ngāti Waoku & Ngāti Tuteaiti
Wai 1475	Nga Uri o Ieni Tapsell (Maketu A Section 72)	Tunohopu, Pukaki
Wai 1791	Maketu lands, resources & Waterways	Ngāti Tapihana
Wai 1881	Ngāti Whakaue Taonga (historical aspects of claim only)	Ngāti Whakaue hapu katoa
Wai 1883	SW shore & lands of Lake Rotorua (historical aspects of claim only)	Ngāti Whakaue hapu katoa
Wai 1963	Pukeroa Hill & the Fenton Agreement of 1880	Hurunga, Te Roroaterangi, Tunohopu, Pukaki, Te Rangiiwaho & Taeotu
Wai 2147	Te Runanga o Ngāti Whakaue Ki Maketu (Maketu Village)	Ngāti Whakaue ki Maketu

## 9. Mandate and Authority

9.1 Ngāti Whakaue's mandate and authority to enter these terms of negotiations is pursuant to and evidenced by the following:

- (a) Te Komiti Nui O Ngāti Whakaue's Deed of Mandate to represent Ngāti Whakaue in negotiations with the Crown for settlement of the Historical Claims of Ngāti Whakaue; and
- (b) the Crown's letter dated 26 February 2010 recognizing Te Komiti Nui O Ngāti Whakaue's Deed of Mandate to represent Ngāti Whakaue..

9.2 Mandate Maintenance:

- (a) Te Komiti Nui O Ngāti Whakaue, the current mandated body of Ngāti Whakaue, agrees to provide the Crown by way of the Office of Treaty Settlements with reports on the state of the mandate at regular intervals and the Crown agrees to advise Te Komiti Nui O Ngāti Whakaue of any communications it receives about the mandate of Te Komiti Nui O Ngāti Whakaue; and

- (b) if representation issues arise during negotiations that cannot be resolved by agreement within the Claimant Iwi, the Crown will discuss further with Te Komiti Nui o Ngāti Whakaue a process to address those issues.

## **10. Stages of Negotiation, Process and Indicative Timeframes**

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- 10.1 The parties agree that the general process of the Negotiations will include, but not necessarily be limited to the following:

### **Agreement in Principle**

- (a) The signing of an Agreement in Principle which will outline the scope and nature, in principle, of the settlement redress which will be recorded in the Deed of Settlement;

### **Initialed Deed of Settlement**

- (b) The initialing of a Deed of Settlement, which by its very nature will be conditional upon acceptance by Ngāti Whakaue. The Deed of Settlement will set out the terms and conditions of the settlement of the Historical Claims of Ngāti Whakaue;

### **Ratification**

- (c) The presentation by Te Komiti Nui O Ngāti Whakaue of the initialed Deed of Settlement to Ngāti Whakaue by way of the Ngāti Whakaue Registered Voting Hui for ratification in a manner to be agreed by the parties. An approved governance entity structure will also be presented to Ngāti Whakaue for ratification before the settlement legislation can be introduced;

### **Deed of Settlement Signed**

- (d) The signing of the Deed of Settlement if the initialed or conditional Deed of Settlement is ratified;

### **Governance Entity**

- (e) The approval by the Crown, and the ratification by Ngāti Whakaue of a governance entity to represent their interests and to receive and manage the settlement assets; and

### **Settlement Legislation**

- (f) The passage of settlement legislation. The settlement of the Historical Claims of Ngāti Whakaue will come into effect once the settlement legislation receives the Royal Assent.

## **11. What the Settlement of the Ngāti Whakaue Historical Claims Will Enable**

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- 11.1 The parties agree that the settlement of the Historical Claims of Ngāti Whakaue will inter alia enable:

- (a) final settlement of the Historical Claims of Ngāti Whakaue, and release and discharge of all of the Crown's obligations and liabilities in respect of those claims;
- (b) the discontinuance of the Office of Treaty Settlements landbank arrangements for the protection of potential settlement properties for the benefit of Ngāti Whakaue;
- (c) the removal of Ngāti Whakaue's rights in respect to any resumptive memorials on the titles of land within the Ngāti Whakaue's claim area subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1991 and for statutory protection against the Crown to be removed;
- (d) the removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the Historical Claims of Ngāti Whakaue, the Deed of Settlement, the



redress provided or settlement legislation; but not for the removal of such jurisdiction in respect of:

- (i) the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation; or
  - (ii) Ngāti Whakaue's proceedings initiated by any third party which involve or may affect the Historical Claims of Ngāti Whakaue or the Deed of Settlement, or any settlement legislation; or
- (e) discontinuance of legal proceedings in relation to the Historical Claims of Ngāti Whakaue;
  - (f) the return of land and other assets to Ngāti Whakaue as a fair, just, and reasonable contribution towards the establishment of an economic base for Ngāti Whakaue;
  - (g) the ongoing recognition, acknowledgement, and protection of Ngāti Whakaue's status, rights, and interests;
  - (h) an ongoing relationship with the Crown, based on the principles of the Te Tiriti O Waitangi (and Ngāti Whakaue consider through the Fenton Agreement); and
  - (i) an enhanced relationship between Ngāti Whakaue and Parliament, Crown entities and other public agencies.

## **12. Governance Structure for Settlement Assets**

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- 12.1 The parties agree that, before settlement legislation can be introduced, an appropriate legal entity and/or structure will need to be in place that:
- (a) has been ratified by Ngāti Whakaue (in a manner to be agreed by both parties);
  - (b) is in a form which both parties agree adequately represents Ngāti Whakaue;
  - (c) has transparent decision making processes; and
  - (d) is accountable to Ngāti Whakaue.

## **13. Overlapping Claims**

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- 13.1 The overlapping interests of all groups, either settled or unsettled, must be addressed to the satisfaction of the Crown before a deed of settlement is initialled.
- 13.2 Redress negotiated as part of the deed of settlement may need to reflect the significance of an area or feature to overlapped groups. Non-exclusive redress instruments may be used.
- 13.3 The Crown will encourage Te Komiti Nui o Ngāti Whakaue to engage with neighbouring groups from the outset of negotiations to agree how any interests in overlapped areas should be provided for.
- 13.4 The Crown will assist Te Komiti Nui o Ngāti Whakaue by providing information on proposed redress items to groups with overlapped interests and facilitating discussions to resolve issues.
- 13.5 The Crown's preference is that groups decide between them how best to deal with overlapped interests. If this is not possible, a Ministerial decision may be necessary.
- 13.6 Where the Crown is engaged in negotiations with claimant groups whose rohe overlap, the Crown will regularly update each mandated body on the progress of each negotiation (but will preserve any necessary confidentiality of information in those negotiations).
- 13.7 Where the Crown becomes aware that the mandated representative of another claimant group that is not of Ngāti Whakaue, has expressed an interest in potential settlement assets or redress in which Te

Komiti Nui o Ngāti Whakaue have also expressed an interest, the Crown, before finally offering the particular redress item or asset for inclusion in a settlement, will:

- (a) notify Te Komiti Nui o Ngāti Whakaue of the shared interest; and
- (b) facilitate a discussion between the relevant mandated representatives in order to attempt to resolve, at an early stage, any potential conflicts between claimant groups about the potential redress.

#### **14. Claimant Funding**

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- 14.1 The Crown will make a contribution to the negotiation costs of Ngāti Whakaue. This contribution will be paid in installments for the achievement of specified milestones in the negotiation process.
- 14.2 Te Komiti Nui o Ngāti Whakaue will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular before each installment of claimant funding is approved, Te Komiti Nui o Ngāti Whakaue will provide the Crown with invoices that demonstrate that the previous installment of claimant funding was applied to negotiation expenses.
- 14.3 The nature of the contribution the Crown will make to negotiation costs will not be dependent on, or affected by, Te Komiti Nui O Ngāti Whakaue's access to other funding arrangements, and will be fair in relation to funding provided to other claimant groups.
- 14.4 Te Komiti Nui O Ngāti Whakaue will provide the Crown with an annual report including financial statements subject to an independent audit of the funding received from the Crown, identifying that the funding has been spent on the Negotiations. Te Komiti Nui O Ngāti Whakaue will provide an invoice for each installment of funding received from the Crown.

#### **15. Procedures and Protocols**

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##### **General**

- 15.1 The Negotiations will be conducted according to the following procedures and protocols:
  - (a) the Negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
  - (b) the Negotiations will be in private and will remain confidential as between them 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 or when Te Komiti Nui O Ngāti Whakaue is required to release information to keep Ngāti Whakaue informed of the progress of the Negotiations;
  - (c) te Komiti Nui O Ngāti Whakaue will report regularly to the Crown on the steps taken to consult with and inform Ngāti Whakaue claimants of the progress of the negotiations;
  - (d) either party may withdraw from negotiations if the negotiations become untenable;
  - (e) if the Crown becomes aware of any changes in the legal control, or ownership of, or granting of long-term interest in, land or any other Crown asset in which Ngāti Whakaue claims an interest, the Crown will inform Te Komiti Nui O Ngāti Whakaue of the proposal;
  - (f) early in the negotiation process both Parties will discuss Ngāti Whakaue redress interests and the Crown's policies in respect of those interests. Based on these discussions, the Crown will also provide information (which could include reports, plans, maps, documents, titles, gazette notices etc) on relevant Crown assets potentially available for redress, including possible transfer, in a settlement;

- (g) the Crown and Te Komiti Nui O Ngāti Whakaue recognise the importance of using Te Reo Māori in the negotiations where appropriate. Te Komiti Nui O Ngāti Whakaue will provide the Crown with adequate notice when a translator is required in the negotiations; and
- (h) expert research and advice may, where considered relevant, be commissioned to assist the negotiations.

#### **Information sharing**

- 15.2 The parties 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.

#### **Meetings**

- (a) The meetings between the parties will be conducted in accordance with the tikanga of Rangātira ki te Rangatira, Rotorua will be the principal meeting place. Significant events as a result of the negotiations will be held at Te Papaīouru Tamatekapua; and

#### **Media statements**

- 15.3 Media statements concerning the content and progress of the Negotiations will only be made when mutually agreed in writing by both Te Komiti Nui O Ngāti Whakaue and the Crown.

#### **Crown Surplus Land Protection Mechanism**

- 15.4 During the course of the Negotiations:
- (a) the Crown agrees to notify Te Komiti Nui O Ngāti Whakaue if there are any proposed changes to the Crown Surplus Land Protection Mechanism;
  - (b) Te Komiti Nui O Ngāti Whakaue agrees to notify the Crown of any issues that arise for Ngāti Whakaue from the operation of these protection mechanisms, or any issues that might otherwise affect the subject matter of the negotiations, and any steps they intend to take in response to those issues;
  - (c) Te Komiti Nui O Ngāti Whakaue and the Crown agree to try to resolve these issues if they relate to the subject-matter of the negotiations, or the Crown may refer the matter to the relevant agencies; and
  - (d) otherwise, Te Komiti Nui O Ngāti Whakaue and the Crown note that they reserve the right to take the steps they consider necessary to address these issues.
- 15.5 The parties further acknowledge that co-ordination and cohesion of the Crown Surplus Land Protection Mechanism will also be necessary in respect of the provisions of:
- (a) the 2008 CNI Forests Land Collective Settlement relating to DSP's and RFR's; and
  - (b) LINZ Township Protocol relating to the gifted reserves.

### **16. Other Avenues of Redress for Ngāti Whakaue**

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- 16.1 The Crown may withdraw from the Negotiations if Te Komiti Nui O Ngāti Whakaue seeks redress for the Historical Claims of Ngāti Whakaue by any other means, such as court or tribunal proceedings, while the Negotiations are current.

- 16.2 The Crown acknowledges that Te Komiti Nui O Ngāti Whakaue may seek to be a party to proceedings initiated by a third party before any court or tribunal. Te Komiti Nui O Ngāti Whakaue and the Crown record that their expectation is that nothing in these terms of negotiation shall prevent Te Komiti Nui O Ngāti Whakaue from participating in any such proceedings in order to protect the rights and interest of Ngāti Whakaue against such third parties or others.
- 16.3 Te Komiti Nui O Ngāti Whakaue agrees that it will provide the Crown with 15 working days notice before initiating, pursuing or joining any such proceedings.

## 17. Modifications or amendments

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- 17.1 Any modification or alteration of these terms of negotiation must be approved in writing by both parties.

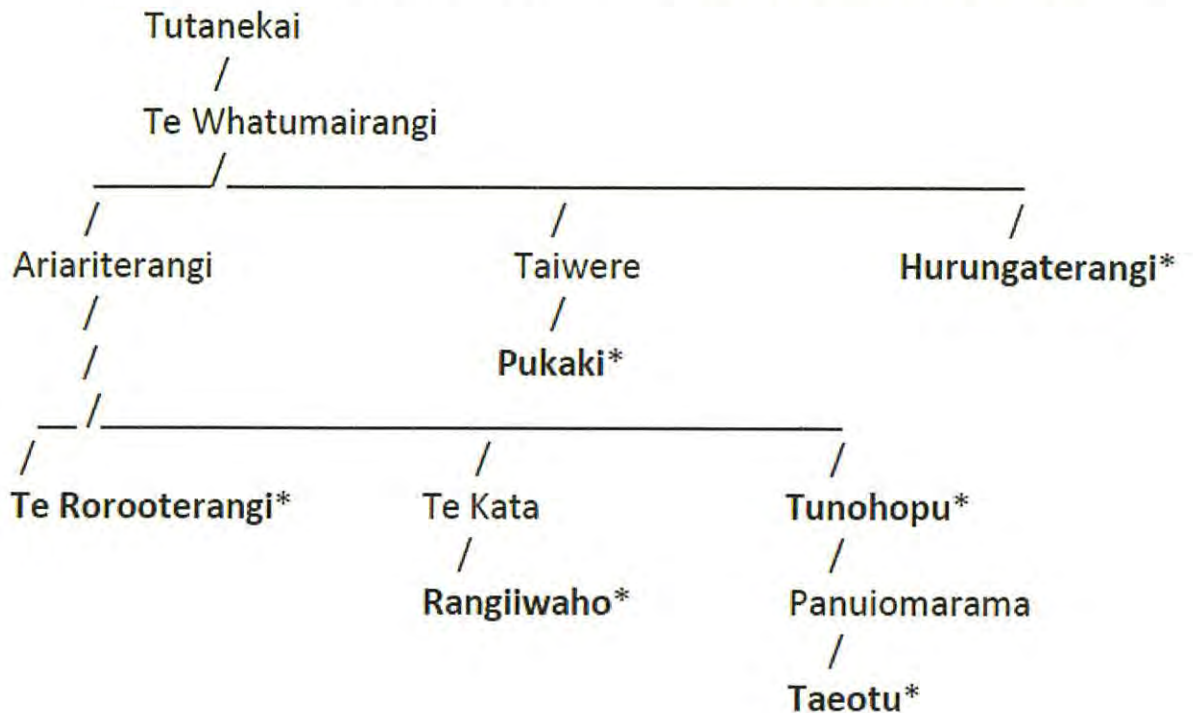
## 18. Definitions and interpretation

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The following meanings apply unless the contrary intention appears:

- 18.1 **Crown Surplus Land Protection Mechanism** means:
- (a) the Protection Mechanism administered by the Office of Treaty Settlements that currently applies to the sale of surplus Crown land, surplus Crown Research Institute land, surplus District Health Board land, and surplus land held by other specified Crown entities;
  - (b) the sites of significance process administered by Te Puni Kōkiri and the consultation process when considering the transfer of Public Work Act land held by the Crown to a local authority for a public work currently apply to the sale of surplus Crown land;
  - (c) statutory memorials apply to former Crown land in accordance with s27B of the State-Owned Enterprises Act 1986 and s212 of the Education Act 1989; and
  - (d) statutory protections apply to former railways land pursuant to Parts III and IV of the Railways Restructuring Act 1990, and licensed Crown forest land pursuant to s 36 of the Crown Forest Assets Act 1989.
- 18.2 Te Komiti Nui o Ngāti Whakaue outline, for the purposes of these Terms of Negotiations, that **Ngāti Whakaue** te iwi derives its name from the eponymous ancestor, Whakaue Kaipapa, but Ngāti Whakaue is more accurately the descendants of Whakaue Kaipapa's youngest son, Tutanekai, and his issue. We,

the uri of Ngāti Whakaue, share common descent from the following tupuna as depicted below:



\*Nga Koromatua o Ngāti Whakaue

- (a) Those individuals who are descended from and belong to one or more of the Koromatua Hapu of Ngāti Whakaue namely:
- (i) Ngāti Hurungaoterangi;
  - (ii) Ngāti Taeotu;
  - (iii) Ngāti Tunohopu;
  - (iv) Ngāti Pukaki;
  - (v) Ngāti Te Rorooterangi: and
  - (vi) Ngāti Rangiiwaho;
- (b) Nga Hapu o Ngāti Whakaue also includes Ngāti Te Kahu, Ngāti Waoku, Ngāti Rautao, Ngāti Te Ririū, Ngāti Te Hika, Ngāti Karenga and Ngāti Tapihana;
- (c) Every individual descended from Tutanekai;
- (d) The individuals who are members of the Hapu referred to in paragraphs (a) and (b) herein;
- (e) Those individuals who are descended from one or more of the 295 original listed persons awarded ownership and title to the Pukeroa Oruawhata Block in 1881;
- (f) Their territories as described by the following: “Ko te rohe o Ngāti Whakaue mai i Waimihia ki Waikawau i te taha tonga o Rotorua. Ko Ngāti Ngararanui i te takiwa ki Waiteti i Waimihia, ko Ngāti Tuteaiti i Parawai i Ngongotaha, a, ko etahi atu hapu matua ko Hurungaterangi, ko Ngāti Pukaki, ko Tunohopu, ko Te Rorooterangi, ko Rangiiwaho, ko Taeotu, i nga whenua mai i Ngongotaha ki Parawai, i Waikuta, i Kawaha, i Te Koutu, i Ohinemutu, i Pukeroa, i Ngapuna me Owhatiura, tae noa ki Waikawau, ara no tera ki Maketu” and pictorially described by the map attached under the First Schedule and entitled “Ko Te Rohe Mana o Ngāti Whakaue”;

- (g) Their principal pa as described by the following: "Ko nga pa matua o Ngāti Whakaue i tu ki Weriwari, ki Parawai, ki Kawaha, ki Te Koutu, ki Ohinemutu, ki Tihiotonga, ki Ngapuna, ki Owhatiura, ki Maketu";
- (h) Their principal villages as described by the following: "Ko nga kainga matua o Ngāti Whakaue i tu ki Weriwari, ki Parawai, ki Waikuta, ki Waiohewa, ki Kawaha, ki Te Koutu, ki Utuhina, ki Ohinemutu, ki Tihiotonga, ki Ngapuna, ki Owhatiura, ki Maketu".
- (i) Their active marae including:
  - (i) Te Awawherowhero marae at Waiteti, belonging to Ngāti Rautao;
  - (ii) Waiteti marae at Waiteti, the meeting house Ngararanui and belonging to Ngāti Ngararanui;
  - (iii) Parawai marae at Ngongotaha, the meeting house, Te Whatumairangi and belonging to Ngāti Tuteaiti and other hapu;
  - (iv) Tarukenga marae at Tarukenga which has affiliations to the Ngongotaha people but is also a marae of Ngāti Te Ngakau among others;
  - (v) Waikuta marae at Waikuta, the meeting house, Rangitunaeke and belonging to Ngāti Rangitunaeke hapu of Ngāti Tunohopu;
  - (vi) Koutu marae at Koutu, the meeting house, Tumahaurangi and belonging to Ngāti Karenga of Ngāti Pukaki;
  - (vii) Tarewa marae at Tarewa, the meeting house, Taharangi and belonging to Ngāti Taharangi, Ngāti Kea and Ngāti Tuara;
  - (viii) Te Kuirau marae at Utuhina, Ohinemutu, the meeting house, Te Roroaterangi and belonging to the Te Kowhai Timihou whanau of Ngāti Te Roroaterangi;
  - (ix) Paratehoata-Te Kohea marae in Ohinemutu, the meeting house, Tunohopu, and belonging to Ngāti Tunohopu;
  - (x) Te Papaouru marae at Ohinemutu is the marae tapu of Te Arawa and is the main marae of the six koromatua of Ngāti Whakaue. The meeting house is called Tamatekapua;
  - (xi) Te Hurungaterangi marae at Ngapuna, the meeting house, Hurungaterangi and belonging to Ngāti Hurungaterangi and Ngāti Taeotu among others;
  - (xii) Owkata marae at Owkata, the meeting house, Tutanekai and belonging to Ngāti Te Roroaterangi; and
  - (xiii) Whakaue marae, the meeting house Whakaue, and which belongs to Ngāti Whakaue ki Maketu.

18.3 For the purpose of defining the claimant definition for these negotiations, Te Komiti Nui o Ngāti Whakaue considers **Ngāti Whakaue** means:

- (a) Ngāti Tiki;
- (b) Ngāti Hurungaterangi;
- (c) Ngāti Te Tiwhaoterangi;
- (d) Ngāti Te Rangiiwaho;
- (e) Ngāti Korouateka;
- (f) Ngāti Waoku;
- (g) Ngāti Pukaki;
- (h) Ngāti Rautao;

- (i) Ngāti Taeotu;
- (j) Ngāti Tuteaiti;
- (k) Ngāti Taioperua;
- (l) Ngāti Te Heke;
- (m) Ngāti Manawa;
- (n) Ngāti Te Kahu;
- (o) Ngāti Te Ngaiki;
- (p) Ngāti Tamahika;
- (q) Ngāti Ngahewa;
- (r) Ngāti Hinerangi;
- (s) Ngāti Wharengaro;
- (t) Ngāti Te Ranui;
- (u) Ngāti Ngapuia;
- (v) Ngāti Kai;
- (w) Ngāti Te Uawhaki;
- (x) Ngāti Taurua; and
- (y) Ngāti Te Hika

18.4 The final claimant definition will be agreed before the signing of the Agreement in Principle. The Crown considers the claimant definition will include those hapū of Ngāti Whakaue that have not already comprehensively settled their historical Treaty claims with the Crown.

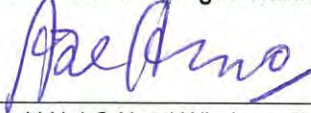
18.5 **The Crown** means:

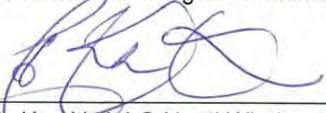
- (z) Her Majesty the Queen in right of New Zealand; and
- (aa) Includes all Ministers of the Crown and all government departments; but  
Does not include:
  - (i) an Office of Parliament;
  - (ii) a Crown entity; or
  - (iii) a State Enterprise named in the First Schedule to the State Owned Enterprises Act 1986.

18.6 **The Negotiations** means the process of negotiation for the purpose of reaching a comprehensive settlement of all of the Historical Claims of Ngāti Whakaue.

Signed by the parties this 14<sup>th</sup> day of April 2014

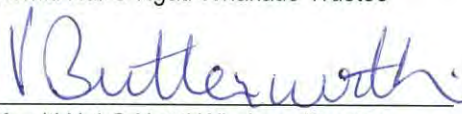
For and on behalf of Ngāti Whakaue:

  
Te Komiti Nui O Ngāti Whakaue Trustee

  
Te Komiti Nui O Ngāti Whakaue Trustee

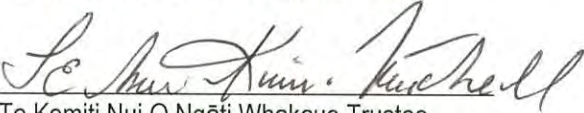
  
Te Komiti Nui O Ngāti Whakaue Trustee

  
Te Komiti Nui O Ngāti Whakaue Trustee

  
Te Komiti Nui O Ngāti Whakaue Trustee


  
Te Komiti Nui O Ngāti Whakaue Trustee

  
Te Komiti Nui O Ngāti Whakaue Trustee

  
Te Komiti Nui O Ngāti Whakaue Trustee

All in the presence of:

For and on behalf of the Crown:

  
Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations

In the presence of: