

TAPUIKA IWI AUTHORITY

and

TE MARU O NGATI RANGIWEWEHI IWI AUTHORITY

and

THE CROWN

JOINT TERMS OF NEGOTIATION

14 August 2008

JOINT TERMS OF NEGOTIATION

BETWEEN THE CROWN, TAPUIKA AND NGATI RANGIWEWEHI

1 The Parties to these Joint Terms of Negotiation

- 1.1 The Parties to this document, known as the Joint Terms of Negotiation ("**Joint Terms**"), are:
- a. the Crown, as defined in clause 4;
 - b. the Tapuika Iwi Authority, on behalf of the people of Tapuika, one of the acknowledged iwi of Te Arawa, as defined in clause 1 of Schedule A to this document ("**Tapuika**"); and
 - c. Te Maru o Ngati Rangiwewehi Iwi Authority, on behalf of the people of Ngati Rangiwewehi, one of the acknowledged iwi of Te Arawa, as defined in clause 1 of Schedule B to this document ("**Ngati Rangiwewehi**").

2 Background

- 2.1 The text in this background section has been provided by Tapuika and Ngati Rangiwewehi. It sets out their traditional history and their account of the background to the Joint Terms.
- 2.2 Tapuika and Ngati Rangiwewehi are kin with whakapapa through the direct line of descent from Rangitahi to Tuhourangi. Tuhourangi had Taketakehikuroa and Uenukukopako who were brothers. Taketakehikuroa married Te Aotaramarae of Tapuika and had Tuteamutu. Uenukukopako married Rangiwahakapiri and had Whakaue. Whakaue married Rangiuuru (who was of Tapuika descent) and had Tawakeheimoa II, who was to become the father of Rangiwewehi.
- 2.3 Through Rangiuuru of Tapuika, Ngati Rangiwewehi are also closely linked to the eponymous tupuna of two Tapuika hapū: Ngati Marukukere and Ngati Moko.
- 2.4 Ngati Rangiwewehi and Tapuika reside alongside each other and share a common boundary (being the northern boundary of the Mangorewa Kaharoa and Taumata Blocks), Ngati Rangiwewehi to the south and Tapuika to the north, together with considerable areas of overlapping interests. The interests of these Iwi within their rohe include all lands, waterways and natural resources within this area.

Tapuika

- 2.5 Tapuika have customary interests in Te Takapu o Tapuika (the belly of Tapuika) extending from Wairakei stream at Papamoa in a direct line west to Opoutihi turning south in a direct line to Taherekahakaha to Pueto stream to Hiapo turning east to the coastline following the Pokopoko to the Kaikokopu and to its outlet at Waihi then returning to Wairakei, as expressed in Te Taumau o Tia:

Mai i nga pae maunga
Ki te toropuke e tu kau mai ra
Ki te awa e rere mai ana
Waiho te whenua
Ko te Takapu o taku tamaiti
Ko Tapuika

- 2.6 The claims of Tapuika are comprehensive land and waterway claims, and are based on (among other things) alienation of land and other taonga of Tapuika, degradation of waterways, waahi tapu and the environment generally, and the impact of local government. Tapuika's claims also include their involvement in the Tauranga land wars, particularly the battles of Te Kaokaoroa, Te Ranga and Gate Pa (Pukehinahina), and the subsequent Tauranga Bush Campaign (1864-1870).¹

- 2.7 The overarching principle of the Tapuika claims is that the Crown failed to give effect to the Treaty principle of autonomy and failed to provide for the tino rangatiratanga of Tapuika over their affairs, lands and other taonga. Tapuika's claims are further defined at clause 2 of Schedule A to these Joint Terms.

Waitangi Tribunal's findings in relation to Tapuika

- 2.8 As recorded in He Maunga Rongo, the Central North Island Tribunal:
- a. found that the experience of Tapuika...was the closest central North Island parallel to Taranaki Māori, in that they fought longest, were left divided, were alienated from their Te Arawa kin, and were rendered most vulnerable to the Crown's purchase agents;²
 - b. noted that, as a result, the Crown agreed that Tapuika suffered very extensive land loss by the end of the nineteenth century and the Crown noted the findings of the Stout-Ngata Commission in 1908 that Tapuika had 'very little land';³
 - c. found that the Crown failed to provide for rangatiratanga of the iwi associated with the Kaituna River system to Maketu from 1880-1991.

¹ Refer to Tauranga Inquiry evidence of John Koning, *Tauranga Bush Campaign 1864-1870* (A90); and Mary Gillingham in her report *Waitaha and the Crown* (A35).

² CNI Report, *He Maunga Rongo*, Part 2, p 128.

³ CNI Report, *He Maunga Rongo*, Part 2, p 128.

This led to serious prejudice including the undermining of tribal rangatiratanga;⁴ and

- d. found that the Crown's resort to war against Central North Island Māori communities was in breach of the Treaty. The punishment/pacification that followed some of these wars in the form of confiscation of land was also in breach of the Treaty. CNI iwi and hapū who had lands confiscated include...(to the extent that they have interests in the Western Bay of Plenty raupatu district) Tapuika. War and confiscation had devastating prejudicial effects, some of them casting shadows to the present day. These included loss of life, loss of land and resources, economic harm, social disruption, divisions among kin, indirect loss of land and resources (through war-influenced absence from the Native Land Court), and stigmatisation as 'rebels'.⁵

- 2.9 Tapuika's claims are administered by the Tapuika Claims Committee, which is a committee of the Tapuika Iwi Authority ("TIA").

Ngati Rangiwewehi

- 2.10 The direct line of descent from Rangitahi to Rangiwewehi comes down through Tuhourangi, to Uenukukopako, and then to Whakaue. Whakaue's wife, Rangiuru, was of Tapuika descent and together they had Tawakeheimoa, who was to become the father of Rangiwewehi.

- 2.11 The core tribal estate of Ngati Rangiwewehi and their hapū begins on and around the west and north of Lake Rotorua from Waimihia stream in the south to Te Awahou to Puararewa which forms the edge of the north east boundary of the Te Waerenga Block.⁶ The boundary of this area moves west from the lake following the boundaries of the Mangorewa Kaharoa, Taumata and Maraeroa Oturoa Maori land blocks. This core tribal estate also includes interests in Tumu Kaituna 14 and joint interests in Mokoia (which is held by trustees for the common use and benefit of Ngati Whakaue, Ngati Uenukukopako, Ngati Rangiwewehi and Ngati Rangitearere), this forms the core rohe of '*Ngati Rangiwewehi ki Uta*'.

- 2.12 Ngati Rangiwewehi also have customary interests in a large number of blocks that give passage down to Pukeroa-Oruawhata, as confirmed by the Komiti Nui in the late 19th Century.⁷ From south west of Lake Rotorua north to the coast west of Maketu, Ngati Rangiwewehi also have ancestral land connections and interests in the range of land blocks which lead northwards from their core rohe towards the coast between Tauranga and the Kaituna Estuary. These interests reflect the customary linkage between the peoples, including those sections of the Iwi residing at the coast known as '*Ngati Rangiwewehi ki Tai*'.

⁴ CNI Report, *He Maunga Rongo*, Part 5, p 269.

⁵ CNI Report, *He Maunga Rongo*, Part 6, Chapter 21, p 6.

⁶ Te Ururoa Flavell - Statement of Evidence to the CNI Waitangi Tribunal District Enquiry April 2005.

⁷ Te Ururoa Flavell - Statement of Evidence to the CNI Waitangi Tribunal District Enquiry April 2005.

- 2.13 As at 1840, the Ngati Rangiwewehi tribal estate comprised customary interests in the following lands: Maketu, Papahikahawai, Tumu Kaituna, Whakapoukorero, Te Karangi, Pukaingataru, Rangiuuru, Paengaroa, Pahiko, Mangorewa Kaharoa, Te Puke, Taumata, Whakauma, Maungarangi, Maraeroa Oturoa, Te Waerenga, Mokoia Island, Ohau Taupiri, Rotorua Patetere Paeroa, Pukeroa – Oruawhata, together with other lands stretching into the Waitangi Tribunal's Te Raupatu o Tauranga Moana Inquiry District.⁸
- 2.14 Ngati Rangiwewehi claim tino rangatiratanga in respect of all waterways and water bodies within their rohe, with special reference to the Kaituna River and estuary, Mangorewa River, Hamurana Springs, Kaikaitahuna stream and its tributaries, Taniwha Springs, Awahou stream, Waimihia stream, Hauraki stream.
- 2.15 Ngati Rangiwewehi also claim tino rangatiratanga in respect to all geothermal water or activity, and repo (wetlands) within their rohe.
- 2.16 The seven hapu of Ngati Rangiwewehi are Ngati Kereru, Ngati Ngata, Ngati Te Purei, Ngati Rehu, Ngati Tawhaki, Ngati Whakakeu and Ngati Whakaokorau.⁹
- 2.17 The current Marae of Ngati Rangiwewehi are Tarimano (Te Awahou, Rotorua) and Haraki (Manoeka/Te Puke).
- 2.18 The claims of Ngati Rangiwewehi are comprehensive land and waterway claims, and are based on (among other things) alienation of land, waterways and other taonga of Ngati Rangiwewehi, degradation of waahi tapu and the environment generally, and the impact of local government. Ngati Rangiwewehi's claims are further defined at clause 2 of Schedule B to these Joint Terms.
- 2.19 Ngati Rangiwewehi's claims are administered by Te Maru o Ngati Rangiwewehi Iwi Authority, an unincorporated committee, for and on behalf of the people of Ngati Rangiwewehi.

Waitangi Tribunal's findings in relation to Ngati Rangiwewehi

- 2.20 The Waitangi Tribunal's findings in relation to Ngati Rangiwewehi include:
- a. Ngati Rangiwewehi were involved conflicts in the New Zealand Wars and suffered harm and social disruption as a result;¹⁰
 - b. the Tauranga Confiscation District included lands of Ngati Rangiwewehi;¹¹
 - c. Ngati Rangiwewehi was a signatory to the Fenton Agreement and was affected by the Crown's breaches of the Treaty in relation to the Fenton Agreement. The Tribunal found that the Fenton Agreement was the thin

⁸ Te Raupatu o Tauranga Moana, p 165 - 166.

⁹ Te Ururoa Flavell - Statement of Evidence to the CNI Waitangi Tribunal District Enquiry April 2005.

¹⁰ CNI Report, *Ie Maunga Rongo*, Part 2, p 100, 104-106, 126-130.

¹¹ Te Raupatu o Tauranga Moana, p 166.

edge of the wedge in introducing the Native Land Court in the Rotorua area;¹²

- d. the Crown did not consult or negotiate consent to the native land laws, introduced in the 1860s, which removed community land management and disrupted community decision-making;¹³
- e. the Crown undertook a process of purchasing individual shares in Ngati Rangiwewehi lands, which allowed it to acquire Ngati Rangiwewehi lands without tribal control or sanction;¹⁴
- f. the Crown alienated out its individual shares in block subdivisions which consisted of the best land or resources, and in the case of Mangorewa Kaharoa the Crown used this process to secure to itself the jewel of Hamurana Springs;¹⁵
- g. the Crown did not act in good faith in its leases of land;¹⁶
- h. the Crown imposed monopoly conditions and purchased land as cheaply as possible;¹⁷
- i. the Crown agreed to use the Public Works Act to alienate Te Puna o Pekehaua, a taonga and wahi tapu which is central to Ngati Rangiwewehi way of life, culture and identity when there was no compelling reason for the Crown to take this land by compulsion;¹⁸ and
- j. by 1910 the majority of land in the Rotorua district had been alienated, so that their economic base and opportunity to participate fully as equal Treaty partners was undermined.¹⁹

Background to Tapuika and Ngati Rangiwewehi Agreement

2.21 Tapuika and Ngati Rangiwewehi have both sought to enter negotiations with the Crown. The Crown's large natural groupings policy required that both Tapuika and Ngati Rangiwewehi look to work with other groups. From 2005, as required by the Crown, Tapuika sought to enter into discussions with their neighbours Ngati Makino and Waitaha in respect of potential joint negotiations. On 21 February 2008, Ngati Makino and Waitaha signed joint terms of negotiation with the Crown. Tapuika are not a party to those joint terms of negotiation.

2.22 The entire Tapuika rohe, including areas of Ngati Rangiwewehi interest, is overlapped by the Waitaha and Ngati Makino areas of interest. These overlapping claims will need to be addressed during negotiations so that each

¹² CNI Report, *He Maunga Rongo*, Part 2, p 148-153.

¹³ CNI Report, *He Maunga Rongo*, Part 3, p 56-57, 174.

¹⁴ CNI Report, *He Maunga Rongo*, Part 3, p 194 fn 143, p 237-239, 242-243.

¹⁵ CNI Report, *He Maunga Rongo*, Part 3, p 227-235, 237-239.

¹⁶ CNI Report, *He Maunga Rongo*, Part 3, p 213-220.

¹⁷ CNI Report, *He Maunga Rongo*, Part 3, p 189-200.

¹⁸ CNI Report, *He Maunga Rongo*, Part 3, p 453, 491, 506-507.

¹⁹ CNI Report, *He Maunga Rongo*, Part 3, p 257-268.

group can reach a settlement that does not cause prejudice to the interests of the others.

- 2.23 In late 2007 the Crown began discussing the possibility of engaging in negotiations with a collective of central North Island iwi to settle historical Treaty claims to Crown forest licensed land in the central North Island (“**CNI Forests**”). On 4 April 2008, on behalf of a number of iwi with claims to the CNI Forests (“**CNI Iwi Collective**”), Dr Tumu Te Heuheu, Ariki of Tūwharetoa, sent a letter to Dr Cullen, the Minister in Charge of Treaty of Waitangi Negotiations, proposing a model for settlement of CNI forestry claims. On 25 June 2008, the CNI Iwi Collective and the Crown signed a Deed of Settlement, and enabling legislation was introduced to Parliament.
- 2.24 The members of the CNI Iwi Collective are Ngāti Tūwharetoa, Ngāi Tahu, Raukawa, Ngāti Whare, Ngāti Manawa, Ngati Whakaue, and the iwi and hapū represented by Te Pūmāutanga o Te Arawa Trust. Although Ngati Rangiwewehi have claims to lands within the CNI Forests (Horohoro), they are not members of the CNI Iwi Collective, though they are seeking inclusion in this agreement through access to the 13.3% interest in the Collective Entity retained by the Crown for such purposes.

Agreement between Tapuika and Ngati Rangiwewehi

- 2.25 On 7 February 2008, representatives of Ngati Rangiwewehi and of Tapuika met at Makahae Marae to consider and explore a joint negotiations process to resolve their respective Treaty claims. As a result of that meeting, Tapuika and Ngati Rangiwewehi agreed to work together, and began to seek to enter into joint negotiations with the Crown. The alliance between Tapuika and Ngati Rangiwewehi is based on their whakapapa, their common concern regarding water and geothermal issues, and their desire to not lose further time in securing Treaty settlements for their people.
- 2.26 Both Ngati Rangiwewehi and Tapuika seek to negotiate and reach settlement in a timeframe as contemporaneous as possible with the comprehensive settlements of the members of the CNI Iwi Collective and Ngati Makino and Waitaha. Accordingly, both iwi have been engaged in discussions with the Crown regarding the possibility of entering into direct negotiations as a matter of urgency.
- 2.27 By letter emailed to Tapuika on 28 March 2008, the Honourable Dr Michael Cullen, Minister in Charge of Treaty of Waitangi Negotiations, confirmed that the Crown was committed to entering into negotiations with Tapuika and Ngati Rangiwewehi over their historical Treaty of Waitangi claims. This decision reflects the Crown’s intention to prioritise, and conduct on similar timeframes where possible, negotiations to settle the remaining claims of the members of the CNI Iwi Collective, and negotiations to settle the claims of Central North Island iwi outside the Collective, including Tapuika and Ngati Rangiwewehi.
- 2.28 The Parties have agreed to proceed on this basis in good faith.

3 Purpose of the Joint Terms

3.1 These Joint Terms:

- a. apply to the negotiations to settle:
 - i. the Tapuika Historical Claims, as defined in clause 2.1 of Schedule A to this document; and
 - ii. the Ngati Rangiwewehi Historical Claims, as defined in clause 2.1 of Schedule B to this document;
- b. set out the objectives, scope, and general procedures for the negotiations;
- c. record the intention of the Parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and in a without prejudice manner; and
- d. are not legally binding and do not create a legal relationship. However, the Parties acknowledge that each expects the others to comply with the terms set out in this document during the negotiations.

4 Definition of the Crown

4.1 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;
 - ii. a Crown entity; or
 - iii. a State Owned Enterprise named in the First Schedule to the State Owned Enterprises Act 1986.

5 Objectives, Scope, General Procedures and 'Ground Rules'

- #### **5.1**
- These Joint Terms record the intention of Tapuika and Ngati Rangiwewehi to settle the Tapuika Historical Claims and the Ngati Rangiwewehi Historical Claims by way of joint negotiations with the Crown.

5.2 The Joint Terms as agreed will support the development of a settlement which is intended to:

- a. assist Tapuika and Ngati Rangiwewehi to enhance their mana and tino rangatiratanga;
- b. assist the Crown to restore its honour;
- c. bring to Tapuika and Ngati Rangiwewehi a level of peace through the settlement of long-standing injustices;
- d. enhance the ongoing relationship of Tapuika and Ngati Rangiwewehi with the Crown in terms of Te Tiriti o Waitangi/The Treaty of Waitangi and otherwise;
- e. recognise the nature and extent of the Crown's breaches of its obligations to Tapuika and Ngati Rangiwewehi and, where appropriate, acknowledges the effect that those breaches have had on the economic, social, cultural and political wellbeing of Tapuika and Ngati Rangiwewehi;
- f. acknowledge the several and unique characteristics of the Tapuika Historical Claims and the Ngati Rangiwewehi Historical Claims including the importance of all lands and taonga within their respective tribal rohe to Tapuika and Ngati Rangiwewehi; and
- g. settle all claims of Tapuika and Ngati Rangiwewehi in a comprehensive, final, durable and fair (in the circumstances) manner in accordance with nga tikanga o Tapuika and nga tikanga o Ngati Rangiwewehi.

5.3 The settlement will not do any of the following:

- a. diminish or in any way adversely affect the rights that Tapuika and Ngati Rangiwewehi have arising from Te Tiriti o Waitangi/The Treaty of Waitangi and its principles, except to the extent that the Tapuika Historical Claims and Ngati Rangiwewehi Historical Claims arising from those rights are settled; or
- b. extinguish any aboriginal or customary rights of Tapuika and/or Ngati Rangiwewehi.

5.4 The Parties agree that the negotiations will be conducted by way of a co-operative, problem-solving approach to achieve resolution of these claims.

5.5 The Parties agree to adopt a joint negotiation process whereby:

- a. the Tapuika representatives negotiate settlement of the Tapuika Historical Claims;
- b. the Ngati Rangiwewehi representatives negotiate settlement of the Ngati Rangiwewehi Historical Claims; and

- c. the Crown negotiates jointly with Tapuika and Ngati Rangiwewehi in relation to issues or redress that affect both iwi.

5.6 In addition, the Parties agree that:

- a. Tapuika and Ngati Rangiwewehi will each enter into separate agreements in principle, and separate deeds of settlement with the Crown;
- b. one piece of settlement legislation may give effect to both settlements; and
- c. if, during the course of the joint negotiations, any conflict arises in relation to the interpretation of these Joint Terms, the Parties will attempt to resolve that dispute in good faith in an effort to ensure joint resolution of the Tapuika Historical Claims and Ngati Rangiwewehi Historical Claims.

6 Procedural Matters

6.1 The Parties agree that:

- a. negotiations will be on a 'without prejudice' basis and will be conducted in good faith and in a spirit of cooperation;
- b. the negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with affected third parties and the claimant communities is necessary) or when the Crown is required to release information under the Official Information Act 1982, or where the Parties are required to release information in the normal practice and procedure associated with litigation involving other parties (to avoid doubt, the negotiations will remain without prejudice as between the Parties, including for the purpose of litigation between the Parties);
- c. any Party may withdraw from negotiations if the negotiations become untenable;
- d. media and public comments concerning the negotiations will only be made when mutually agreed by all Parties;
- e. consistent with the obligations of good faith negotiations, if the Office of Treaty Settlements becomes aware of changes in legal control, or ownership of, or the granting of long term interests in, land of the Crown in which Tapuika or Ngati Rangiwewehi claim an interest, the Office of Treaty Settlements will inform the Tapuika Iwi Authority or Te Maru o Ngati Rangiwewehi Iwi Authority as appropriate of the proposal where possible; and
- f. early in the negotiation process both parties will discuss the redress interests of Tapuika and Ngati Rangiwewehi 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.

- 6.2 The Parties will endeavour to ensure that the location of meetings will be suitable and convenient to all Parties, but particularly to Ngati Rangiwewehi and Tapuika when kaumatua are attending the meeting.
- 6.3 The Parties will recognise the importance of using Te Reo Maori in the negotiations. Ngati Rangiwewehi and Tapuika will provide the Crown with adequate notice when a translator is required in the negotiations.

7 Subject Matter for Negotiation

- 7.1 The subject matter for negotiation will be the Tapuika Historical Claims and the Ngati Rangiwewehi Historical Claims.
- 7.2 The Parties will together agree upon detailed issues to be negotiated. Any party may raise for discussion issues in addition to those agreed upon.
- 7.3 The list of issues 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.

8 Mandate to Negotiate

- 8.1 These Joint Terms are conditional on the following:
- a. The Minister of Māori Affairs and the Minister in Charge of Treaty of Waitangi Negotiations:
 - i. approving the Deed of Mandate for the Tapuika Iwi Authority confirming that it has a mandate from the iwi of Tapuika to negotiate a settlement of the Tapuika Historical Claims; and
 - ii. approving the Deed of Mandate for Te Maru o Ngati Rangiwewehi Iwi Authority confirming that it has a mandate from the iwi of Ngati Rangiwewehi to negotiate a settlement of the Ngati Rangiwewehi Historical Claims.
- 8.2 The Parties acknowledge that time is of the essence in approving the conditions in clause 8.1 and that:

- a. the Crown has approved the mandate strategy of Tapuika, and the Tapuika Iwi Authority has undertaken to complete the mandating process by 31 August 2008.
- b. the Crown has approved the mandate strategy of Ngati Rangiwewehi, and Te Maru o Ngati Rangiwewehi has undertaken to complete the mandating process by 15 August 2008.

9 Representation Maintenance

- 9.1 Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority agree to undertake regular internal consultation with their respective members throughout the negotiations process, including providing regular updates through hui, newsletters and via their websites.
- 9.2 Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority agree to report at three monthly intervals, or as appropriate, to the Crown on the steps taken to consult with, or inform their members of the progress of the negotiations, including any representation issues that arise.
- 9.3 The Crown agrees to advise Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority about any correspondence it receives about their representative status to undertake negotiations.

10 Payments On Account

- 10.1 The Parties acknowledge that Ngati Rangiwewehi and Tapuika will benefit from early provision of part or all of their commercial redress to allow them to re-establish their economic bases.
- 10.2 In accordance with the early benefits being derived by those Iwi who are parties to the CNI Collective settlement, the Crown agrees to provide payments on account to Ngati Rangiwewehi and Tapuika.
- 10.3 Payments on account will be in the sum of \$2,500,000 to each Iwi and may be taken out in cash.
- 10.4 Payments on account shall be made to Te Maru o Ngati Rangiwewehi Iwi Authority on behalf of Ngati Rangiwewehi and Tapuika Iwi Authority on behalf of Tapuika, to be held on the following trusts:
 - a. to be applied for the benefit of Ngati Rangiwewehi and Tapuika respectively at their discretion; and
 - b. upon formal ratification of a post settlement governance entity ("**PSGE**") to be transferred to that entity (if different from the initial recipient) to be held on the terms identified in the PSGE ratification process.

- 10.5 Payments on account are conditional on Te Maru o Ngati Rangiwewehi Iwi Authority and Tapuika Iwi Authority gaining support from their respective Iwi for the receipt of such payments in the course of the mandating process discussed in clause 8 above.
- 10.6 Payments on account will be made upon Crown acceptance of mandates for Te Maru o Ngati Rangiwewehi Iwi Authority and Tapuika Iwi Authority.
- 10.7 Subject to obtaining the consent of the Associate Minister of Finance, the Crown will indemnify Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority against any income tax, GST or gift duty arising from the transfer of the on account payments.
- 10.8 Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority agree that no further tax indemnity will be provided for after they receive the on account payments so taxation will then occur as appropriate to the form and operations of the entities holding the payments.
- 10.9 The level of payments on account shall be without prejudice to the value of commercial redress finally agreed between the Parties, which is in all respects subject to the process of good faith negotiations set out in these terms.

11 Process of Negotiations

- 11.1 The Parties agree that the general process of negotiations will include, but not necessarily be limited to:
- a. *Agreements in Principle*
the signing of Agreements in Principle that will outline the scope and nature, in principle, of the settlement redress that will be recorded in the Deeds of Settlement;
 - b. *Initialed Deeds of Settlement*
the initialling of Deeds of Settlement by the Parties. The Deeds of Settlement will set out the terms and conditions of the settlement of the Tapuika Historical Claims and of the Ngati Rangiwewehi Historical Claims;
 - c. *Ratification*
the presentation by the Tapuika Iwi Authority of the initialled Deed of Settlement to Tapuika, and by Te Maru o Ngati Rangiwewehi Iwi Authority of the initialled Deed of Settlement to Ngati Rangiwewehi, for ratification in a manner to be agreed by the Parties;

d. *Deeds of Settlement Signed if Ratified*

the signing of the Deeds of Settlement by the relevant parties if the relevant Deed of Settlement is ratified;

e. *Governance Entity*

the approval by the Crown, and the ratification by Tapuika and Ngati Rangiwewehi, of their respective governance entities to represent Tapuika and Ngati Rangiwewehi, and to receive and manage their settlement redress; and

f. *Settlement Legislation*

the passage of settlement legislation. The settlement of the Tapuika Historical Claims and the Ngati Rangiwewehi Historical Claims will be effective once suitable governance entities are formed to hold the settlement redress and the required settlement legislation receives the Royal Assent. An approved governance entity structure is required before the settlement legislation can be introduced.

12 What the Settlement Will Enable

12.1 The Parties agree that the settlement of all Tapuika Historical Claims and Ngati Rangiwewehi Historical Claims will enable the:

- a. final settlement of all the Tapuika Historical Claims and Ngati Rangiwewehi Historical Claims, and the release and discharge of all the Crown's obligations and liabilities in respect of those claims;
- b. discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of Tapuika and Ngati Rangiwewehi;
- c. removal, for the benefit of Tapuika and Ngati Rangiwewehi, 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 Forests Assets Act 1989 and the Education Act 1991;
- d. removal of the jurisdiction of the Courts, the Waitangi Tribunal and any other judicial body or tribunal in respect of the Tapuika Historical Claims and the Ngati Rangiwewehi Historical Claims, their Deeds of Settlement, the redress provided and the 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 the Tapuika Historical Claims and Ngati Rangiwewehi Historical Claims.

13 Negotiation Schedule

13.1 The Parties agree to:

- a. commence substantive negotiations as soon as reasonably practicable;
- b. endeavour to be ready to sign Agreements in Principle by 30 August 2009 or sooner;
- c. endeavour to agree within nine months or sooner of reaching Agreements in Principle:
 - i. a draft Deed of Settlement between the Crown and Tapuika; and
 - ii. a draft Deed of Settlement between the Crown and Ngati Rangiwewehi; and
- d. meet regularly and often until each Deed of Settlement is achieved.

14 Overlapping Claims

14.1 The Parties agree that overlapping claim issues 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 redress provided to Tapuika or Ngati Rangiwewehi as part of their Deeds of Settlement may need to reflect the importance of an area or feature to other claimant groups.

14.2 The Parties will discuss their Iwi interests with overlapping claimants at an early stage in the negotiation process and endeavour to establish a process by which they can reach agreement on how such interests can be addressed or accommodated.

14.3 The Crown may assist the parties as it considers appropriate and will carry out its own consultation with overlapping claimants.

14.4 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 Crown will ensure that the Parties are kept informed of these issues (subject only to the confidentiality of matters specific to the other negotiations).

15 Governance Entity

- 15.1 The Parties agree that before settlement legislation can be introduced, an appropriate legal entity will need to be in place for each of Tapuika and Ngati Rangiwewehi that:
- a. has been ratified by Tapuika and Ngati Rangiwewehi respectively;
 - b. is in a form that the parties agree adequately represents Tapuika and Ngati Rangiwewehi respectively;
 - c. has transparent decision making processes; and
 - d. is accountable to Tapuika and Ngati Rangiwewehi respectively.

16 Claimant Funding

- 16.1 The Parties acknowledge that the Crown will make a contribution to the negotiation costs of the Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority. This contribution will be paid in instalments for the achievement of specified milestones in the negotiation process.
- 16.2 The Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, before each instalment of claimant funding is approved, the Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority will provide the Crown with invoices that demonstrate that the previous instalment of claimant funding was applied to negotiation expenses.
- 16.3 The Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority will provide the Crown with independently audited accounts for the claimant funding that they receive from the Crown, certifying that the funding was spent on the negotiations.

17 Waiver of Other Avenues of Redress

- 17.1 During these negotiations, the Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority agree neither to initiate nor to pursue any legal proceedings relating to the subject matter of the negotiations.

18 Communication

- 18.1 The Parties will 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.

19 Not Bound until Deed of Settlement

19.1 The Parties will take all reasonable efforts to achieve a settlement but acknowledge that this agreement does not bind any Party to reach a settlement.

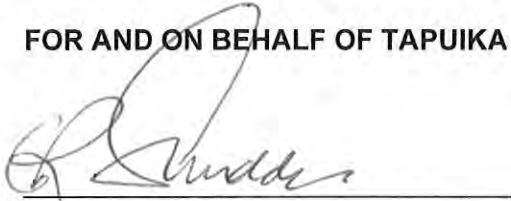
19.2 Any agreement reached within negotiation discussions in the progress toward settlement is confidential, without prejudice and will not be binding until embodied in signed Deeds of Settlement and settlement legislation.

20 Amendments

20.1 The Parties acknowledge that it may be necessary to amend these Joint Terms from time to time and agree that all amendments must be approved by all Parties and recorded in writing.

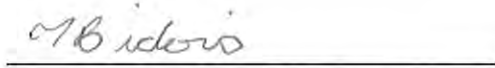
SIGNED this day of August 2008

FOR AND ON BEHALF OF TAPUIKA IWI AUTHORITY:



George Rupuha Skudder
Chair, Tapuika Iwi Authority, Tapuika Claims Committee

FOR AND ON BEHALF OF TE MARU O NGATI RANGIWEWEHI IWI AUTHORITY:

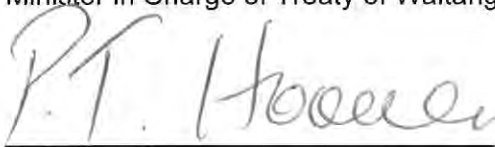


Yvonne Te Rangikaheke Bidois
Chairperson, Te Maru o Ngati Rangiwewehi Iwi Authority

FOR AND ON BEHALF OF THE CROWN:



Hon Dr Michael Cullen
Minister in Charge of Treaty of Waitangi Negotiations



Hon Parekura Horomia
Minister of Māori Affairs

Hon Mita Rinui
Associate Minister in Charge of Treaty of Waitangi Negotiations

Hon Shane Jones
Associate Minister in Charge of Treaty of Waitangi Negotiations

Signatures of members of Tapuika who support the Parties entering into these Terms of Negotiation:

Signatures of members of Ngati Rangiwewehi who support the Parties entering into these Terms of Negotiation:

DRAFT as at Monday 11 August

Signatures of members of Ngati Rangiwewehi who support the Parties entering into these Terms of Negotiation:


Lee-Anne Bidois
LBidois


Dr Lepora Emery
Waiwhakata Raerino
Takiri te Ata Raerino
Zorah Ngahua Bidois
ANNE HIRI
Hukarere Mohi
Walter Bidois
APARU BIDOIS
HUKARI PAUL
Jacqui Paul
Kato Bidois
Tai Thompson
Henewai Shulerps
J.N. Thompson
Sharon Nikora
GALLEHI (Gina Mohi)
Rikihana Hancock
ANTHONY TORO
MASON TONAKARANUA
MITA HIKAIRO MOHI
Kahurangi (J) Hancock.
C.J. Nikora
Ngahiri o te na Bidois


DRAFT as at Monday 11 August


Signatures of members of Ngati Rangiwewehi who support the Parties entering into these Terms of Negotiation:

Marge Pakura Baumfield 31 Okohewiki Street Mamaki.


Tania Marie Mohi 25 Western Rd, Ngongokaha 

Te Aturangi Reweti 25 Western Rd, Ngongokaha TR 

Amie Biddis. 49 Tai St N60 


Herora Mohi 16 Maxwell rd, Awahou 

Mita-H | Kairo Mohi


Patrick Mohi 

nairatea Joseph. Luhaka Luhakaraine

Aramoana Mohi - Maxwell 16

Buchanan Te Tera Maxwell  EMBA. B. Ed. ch. mag Ma

Te Miroa Maxwell T. Maxwell

Trevor Horowaeuae Maxwell  Deputy Mayor

Alan Supt.

Christine Maxwell B. Maxwell

Eraina Kiel

Eruea Waitai

Dorothy Kiel

Mawaia Tahakaraine

U.M. Tahakaraine

Schedule A: Further Definition of Matters Relevant to Tapuika Iwi Authority

1 Definition of Tapuika

1.1 Tapuika is:

- a. the collective group composed of persons:
 - i. who descend from the tupuna Tia through Makahae, Huritini, Marangaiparaoa, Tukutuku, Tamateranini, or Tuariki; and
 - ii. who are members of one or more of the following hapū:
 - Ngati Tauna;
 - Ngati Te Kanawaihi;
 - Ngati Ruangutu;
 - Ngati Ngakohua;
 - Ngati Totokau;
 - Ngati Tukohuru;
 - Ngati More;
 - Ngati Marupuriri;
 - Ngati Huaki;
 - Ngati Tuheke;
 - Ngati Taraokino;
 - Ngati Te Kiri;
 - Ngati Te Uarangi;
 - Ngati Wahapua;
 - Ngati Tu;
 - Ngati Pahiko;
 - Ngati Haungarangi;
 - Ngati Kuri;

- Ngati Tahere;
- Ngati Tauraherehere;
- Ngati Ngarangipahi;
- Ngati Tukaheke;
- Ngati Marukukere;
- Ngati Hinerangi;
- Ngati Hineumu;
- Ngati Ngaroto;
- Ngati Te Pipi;
- Ngati Moko; or
- Ngati Hinerua; and

- b. every whanau, hapū or group of persons to the extent that that whanau, hapū or group of persons includes persons referred to in clause 1.1(a) of this Schedule; and
- c. every person referred to in clause 1.1(a) of this Schedule.

1.2 The detail of the definition of Tapuika may be developed further over the course of negotiations for inclusion in any Deed of Settlement that may be agreed between the Crown and Tapuika.

2 Tapuika Historical Claims

2.1 Tapuika Historical Claims:

- a. means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by Tapuika or any person or group representing Tapuika that:
 - i. are founded on a right 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; and
- ii. arise from or relate to acts or omissions before 21 September 1992:
- by or on behalf of the Crown;
 - by or under legislation; and
- b. includes every claim to the Waitangi Tribunal to which clause 2.1(a) applies, including (as the claims relate to the interests of Tapuika):
- i. Wai 615 as claimed by Rangikaiamokura Hiini and others;
 - ii. Wai 825 in the name of Taru Kingi;
 - iii. Wai 831 as claimed by Koro Ronaki and others;
 - iv. Wai 1182 as claimed by Aronia Ahomiro and others; but
- c. does not include a claim that a member of Tapuika or a whanau, hapu or group of Tapuika may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 1.1(a)(i) does not apply.

3 Mandate to Negotiate

- 3.1 The Tapuika Iwi Authority considers that it has a mandate to represent Tapuika because:
- a. the Tapuika claimants were a unified group during the course of the Waitangi Tribunal hearings in the Tauranga Moana and Central North Island inquiries, and the claimants support the Tapuika Iwi Authority;
 - b. at a Special Hui a Iwi held on 14 December 1994 at Tia Marae, Te Paamu, the people of Tapuika unanimously resolved to establish a tribal authority to be known as the Tapuika Iwi Authority. The Tapuika Iwi Authority was duly established as an incorporated society and has operated on behalf of the iwi since that time;
 - c. a Hui a-iwi of Tapuika on 10 December 2006 approved the establishment of the Tapuika Iwi Authority as a Trust, and accordingly reviewed and adopted a new trust deed and the appointment of trustees, including hapū representatives;
 - d. at the Annual General Meeting of the Tapuika Iwi Authority held on 20 January 2008 at Ngati Moko Marae, the beneficiaries nominated and appointed two further trustees, who are taurahere Trustee representatives; and

- e. in 2007 Tapuika Iwi Authority held a series of communication and strategy hui with the Tapuika people within the Tapuika rohe and in the main cities nationally to discuss the prospect of direct negotiations.

Schedule B: Further Definition of Matters Relevant to Ngati Rangiwewehi Iwi Authority

1 Definition of Ngati Rangiwewehi

1.1 Ngati Rangiwewehi is:

- a. the collective group composed of persons:
 - i. who descend from the Rangiwewehi tupuna Tawakeheimoa; and
 - ii. who are members of one or more of the following hapū/descent groups:
 - Ngati Kereru;
 - Ngati Ngata;
 - Ngati Te Purei;
 - Ngati Rehu;
 - Ngati Whakaokorau;
 - Ngati Whakakeu; or
 - Ngati Tawhaki; and
- b. every whanau, hapū, or group of persons to the extent that that whanau, hapū or group includes persons referred to in clause 1.1(a) of this Schedule; and
- c. every person referred to in clause 1.1(a) of this Schedule.

1.2 The detail of the definition of Ngati Rangiwewehi may be developed further over the course of negotiations for inclusion in any Deed of Settlement that may be agreed between the Crown and Ngati Rangiwewehi.

2 Ngati Rangiwehehi Historical Claims

2.1 Ngati Rangiwehehi Historical Claims:

- a. means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by Ngati Rangiwehehi or any person or group representing Ngati Rangiwehehi that:
 - i. are founded on a right 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
 - or otherwise; and
 - ii. arise from or relate to acts or omissions before 21 September 1992:
 - by or on behalf of the Crown; or
 - by or under legislation; and
- b. includes every claim to the Waitangi Tribunal to which clause 2.1(a) applies, including:
 - i. Wai 218 – a claim filed by Samuel Augustin Hahunga on behalf of Pekahaua Puna Trustees and Ngati Rangiwehehi Tribe;
 - ii. Wai 219 – a claim filed by Samuel Augustin Hahunga on behalf of Ngati Rangiwehehi Tribe;
 - iii. Those aspects of Wai 1452 relating to Ngati Rangiwehehi – being an umbrella claim prosecuted by Woodward Law Offices on behalf of Ngati Rangiwehehi and other claimant groups;
 - iv. Wai 1200 – the decision - He Maunga Rongo: The Report from the Central North Island Claims; acknowledging the Ngati Rangiwehehi 'sphere of influence' extending beyond its 'core rohe' that includes a direct customary claim to the CNI CFL Horohoro Forest and associated claim to Kaingaroa Forest; but
- c. does not include a claim that a member of Ngati Rangiwehehi or a whanau, hapū or group of Ngati Rangiwehehi may have that is founded

on a right arising as a result of being descended from an ancestor to whom clause 1.1(a)(i) does not apply.

3 Mandate to Negotiate

3.1 Te Maru o Ngati Rangiwewehi Iwi Authority considers that it has a mandate to represent Ngati Rangiwewehi because:

- a. at a hui a iwi held at Tarimano Marae, Awahou, Rotorua on 10 February 2002 Te Maru o Ngati Rangiwewehi Iwi Authority was established;
- b. Ngati Rangiwewehi established a mandate to a group of Ngati Rangiwewehi leaders to negotiate its historical claims during Te Arawa mandating processes held in 2003;
- c. the Ngati Rangiwewehi claimants were a unified group through the course of the Waitangi Tribunal hearings in the Central North Island inquiries, and the claimants support Te Maru o Ngati Rangiwewehi Iwi Authority;
- d. the hui held at Tarimano Marae, Awahou, Rotorua on 11 December 2005 resulted in a resolution that Ngati Rangiwewehi reaffirm its mandate of Te Maru o Ngati Rangiwewehi Iwi Authority for negotiations to settle historical Treaty claims; and
- e. the outcome of hui-a-iwi held at Tarimano Marae, Awahou, Rotorua on 2 April 2008 resulted in Ngati Rangiwewehi resolving that Te Maru o Ngati Rangiwewehi Iwi Authority negotiate a comprehensive settlement of Ngati Rangiwewehi historical Treaty claims.