

TE ATIWA IWI AUTHORITY

and

THE CROWN

TERMS OF NEGOTIATION

17 March 2010

TERMS OF NEGOTIATION

BETWEEN TE ATIAWA IWI AUTHORITY AND THE CROWN

1 The Parties to these Terms of Negotiation

- 1.1 The Parties to this document, known as the Terms of Negotiation ("**Terms**"), are:
- a. Te Atiawa Iwi Authority ("**TAIA**"); and
 - b. the Crown.

2 Background

- 2.1 Te Atiawa has longstanding claims against the Crown that were lodged and heard by the Waitangi Tribunal as a part of the Tribunal's inquiry between 1990 and 1995 into the claims within Taranaki.
- 2.2 As reported by the Waitangi Tribunal in their Taranaki Report Kaupapa Tuatahi 1996, the Crown acknowledged that:
- the Waitara purchase and the wars constituted an injustice and were therefore in breach of the principles of the Treaty of Waitangi;
 - the confiscation of land, as it occurred in Taranaki, also constituted an injustice and was therefore a breach of the principles of the Treaty of Waitangi;
 - confiscation had a severe impact upon the welfare, economy and development of Taranaki iwi;
 - in general terms, the delays in setting aside reserves contributed to the adverse effects of the confiscations; and
 - events relating to the implementation of the confiscations leading to the invasion of Parihaka in 1881, the invasion itself, and its aftermath constituted a breach of the principles of the Treaty of Waitangi.
- 2.3 It is upon the basis of these acknowledgements that Te Atiawa and the Crown now enter into negotiations for the settlement of the historical claims of Te Atiawa.
- 2.4 As it has been some 14 years since the release of the Tribunal's Taranaki Report Kaupapa Tuatahi, Te Atiawa and the Crown are committed to working towards the outstanding settlement of the historical claims of Te Atiawa.

3 Purpose of the Terms

3.1 These Terms:

- a. apply to the negotiations to settle the historical claims of Te Atiawa, as defined in Appendix 1;
- 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 Guiding Principles

4.1 The Parties agree to the following Guiding Principles for negotiations:

- a. To observe high standards of integrity, honesty and sincerity, including fair dealing and fostering a negotiating environment of mutual trust and confidence;
- b. To endeavour to own the negotiations process and will be equally responsible for ensuring a negotiation environment that is culturally inclusive and empowering of Te Atiawa tikanga;
- c. To respect the responsibilities that each party has to their respective constituents; and
- d. To commit to establishing a constructive relationship which enables the Parties to achieve the best outcomes.

5 Objectives of the Terms of Negotiation

5.1 These Terms record the intention of TAIA to settle the historical claims of Te Atiawa by way of negotiations with the Crown.

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

- a. be comprehensive, final, durable, generous and fair in the circumstances;

- b. effect a programme of restoration that will serve generations of Te Atiawa in the future;
- c. assist the Crown to restore its honour with Te Atiawa;
- d. enhance the ongoing relationship of Te Atiawa with the Crown in terms of Te Tiriti o Waitangi/The Treaty of Waitangi and otherwise;
- e. recognise the unjust nature of muru me te raupatu and the severe impact of the Crown's breaches of its obligations under Te Tiriti o Waitangi/Treaty of Waitangi to Te Atiawa;
- f. acknowledge the detrimental effect that those breaches have had on the economic, social, cultural and political wellbeing of Te Atiawa;
- g. assist in restoring Te Atiawa's ability to regain and develop their economic base; and
- h. demonstrate and record that both Parties have acted in accordance with the Guiding Principles in negotiating the settlement.

5.3 The settlement will not do the following:

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

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.

6 Confidentiality

6.1 The Parties agree that:

- a. negotiations will be conducted in private and will remain confidential, except when:
 - i. TAIA is required to release general information to keep Te Atiawa informed on the process and progress of negotiations; or
 - ii. the Crown is required to release information under the Official Information Act 1982; or
 - iii. otherwise agreed (such as when consultation with third parties is necessary);

- b. mutual consent is required (but is not to be unreasonably withheld) to allow observers to attend negotiation meetings; and
- c. media statements and public comments concerning the negotiations will only be made when mutually agreed by both Parties.

7 Procedural Matters

7.1 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 (to avoid doubt, the negotiations will remain without prejudice as between the Parties, including for the purpose of litigation between the Parties);
- b. if any party believes that an issue or issues have arisen which place the negotiations at risk of becoming untenable, that party shall provide the other party with ten (10) working days notice of the nature of the issue/s. The Parties shall then, in line with the Guiding Principles, use their best endeavours to resolve that issue or issues. If, following this process, the negotiations are deemed untenable by either party, one or both Parties may withdraw from negotiations;
- c. as soon as the Crown becomes aware of any proposed changes in the legal control or ownership of, or granting of long term interest in, Crown land or any other Crown asset within Te Atiawa's rohe, the Crown will use its best endeavours to inform TAIA of the proposal and discuss the implications of the proposal in accordance with the Guiding Principles;
- d. early in the negotiation process both Parties will discuss Te Atiawa's 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;
- e. the location of meetings will be suitable and convenient to both Parties and following each negotiation meeting, the Crown will draft a record of negotiation, which will be agreed to by both Parties;
- f. the use of Te Reo Maori in negotiations is important and Te Atiawa will provide the Crown with adequate notice should a translator be required; and
- g. the negotiations will be informed by and have regard to relevant Waitangi Tribunal reports and documents, commissioned expert research and advice that may be required over the course of the negotiations.

8 Subject Matter for Negotiation

- 8.1 The subject matter for negotiation will be the historical claims of Te Atiawa.
- 8.2 The Parties will together agree upon detailed issues to be negotiated. Any party may raise for discussion issues in addition to those agreed upon.
- 8.3 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.
- 8.4 The Parties will explore ways in which to facilitate the relationship between Te Atiawa and local and territorial authorities in the Taranaki region.

9 Mandate to Negotiate

- 9.1 The Crown acknowledges that on 15 March 2010 the Minister for Treaty of Waitangi Negotiations and Minister of Maori Affairs approved the deed of mandate for Te Atiawa Iwi Authority. A copy of the deed of mandate is attached and marked as **Appendix 2**.

10 Mandate Maintenance

- 10.1 TAIA agrees to undertake regular internal consultation with Te Atiawa throughout the negotiations process, including providing regular updates through hui, newsletters and via their website.
- 10.2 TAIA agrees to report at three monthly intervals, or as appropriate, to the Crown on the steps taken to consult with, or inform Te Atiawa of the progress of the negotiations, including any mandate issues that arise.
- 10.3 The Crown agrees to promptly advise TAIA about any correspondence it receives about TAIA's mandate and to discuss with TAIA any issue arising from that correspondence before replying to it.

11 Process of Negotiations

11.1 The Parties agree that the general process of negotiations will include, but not necessarily be limited to:

a. *Agreement in Principle*

the signing of an Agreement in Principle which will outline the scope and nature, in principle, of the settlement redress that will be recorded in the Deed of Settlement;

b. *Initialled Deed of Settlement*

the initialling of a Deed of Settlement by the Parties. The Deed of Settlement will set out the terms and conditions of the settlement of the historical claims of Te Atiawa;

c. *Governance Entity*

the approval by the Crown, of a governance entity to represent Te Atiawa, and to receive and manage the settlement redress;

d. *Ratification*

the presentation of the initialed Deed of Settlement to Te Atiawa for ratification in a manner to be agreed by the Parties; and

the presentation of the approved governance entity to Te Atiawa for ratification in a manner to be agreed by the Parties;

e. *Deed of Settlement Signed if Ratified*

the signing of the Deed of Settlement by the mandated signatories on behalf of Te Atiawa, and by a representative/s of the Crown. The signing will only occur if Te Atiawa ratify the Deed of Settlement;

f. *Governance Entity Establishment*

the establishment of the approved governance entity. This will only occur if Te Atiawa ratify the governance entity to represent Te Atiawa, and receive and manage the settlement redress;

g. *Settlement Legislation*

the passage of settlement legislation. The settlement of the historical claims of Te Atiawa, will come into effect once the settlement legislation receives the Royal Assent.

12 What the Settlement Will Enable

- 12.1 The Parties agree that the settlement of all historical claims of Te Atiawa will enable the:
- a. final settlement of all historical claims of Te Atiawa, 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 Te Atiawa;
 - c. removal, for the benefit of Te Atiawa, 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 historical claims of Te Atiawa, their Deed 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 historical claims of Te Atiawa.

13 Overlapping Claims

- 13.1 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.
- 13.2 At an early stage of the process the Crown and TAIA will discuss and agree a process for engaging with overlapping groups by which agreement can be reached on how overlapping interests can be addressed or accommodated.

14 Governance Entity

- 14.1 The Parties agree that before settlement legislation can be introduced, an appropriate legal entity will need to be in place for Te Atiawa that:
- a. has been ratified by Te Atiawa
 - b. is in a form that the Parties agree adequately represents Te Atiawa;

- c. has transparent decision making processes; and
- d. is accountable to Te Atiawa.

15 Claimant Funding

- 15.1 The Crown and TAIA acknowledge that the Crown will make a contribution to the negotiation costs of TAIA, and that this contribution can be used for professional advice and administrative costs. This contribution will be paid in installments for the achievement of specified milestones in the negotiation process.
- 15.2 TAIA agrees to adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, before each installment of claimant funding is approved, TAIA will provide the Crown with invoices that demonstrate the previous installment of claimant funding was applied to negotiation expenses.
- 15.3 TAIA will also provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, certifying that the funding has been spent on the negotiations.

16 Waiver of Other Avenues of Redress

- 16.1 The Parties agree that while these negotiations are taking place that neither party will initiate or pursue any legal proceedings before any court or tribunal related to the historical claims of Te Atiawa.
- 16.2 In the event that the negotiations are unable to reach a satisfactory result, the Crown acknowledges that TAIA may choose to initiate or pursue, before any court or tribunal, any proceedings for redress covering all or part of the same subject matter as the negotiations.
- 16.3 TAIA agrees that it will provide the Crown with ten (10) working days notice before initiating or pursuing any such proceedings. The Crown will withdraw from negotiations upon receiving notice of the intention to initiate or pursue proceedings.

17 Communication

- 17.1 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.

18 Not Bound until Deed of Settlement


- 18.1 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.
- 18.2 Any agreement reached within negotiation discussions in the progress toward settlement is confidential, without prejudice and will not be binding until embodied in a signed Deed of Settlement and settlement legislation.

19 Amendments


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

SIGNED this 17th day of March 2010


FOR AND ON BEHALF OF TE ATIWA IWI AUTHORITY:



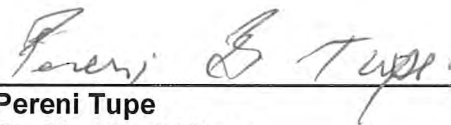
Wikitoria Keenan
Chair



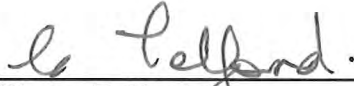
Grant Knuckey
For Puketapu Hapu



Peter Moeahu
For Ngati Te Whiti Hapu



Pereni Tupe
For Manukorihi Hapu



Chona Telford
For Otaraua Hapu

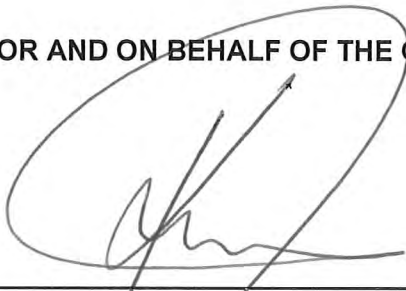


Maria King
For Pukerangiora Hapu



Keith Holswich
For Ngati Rahiri Hapu

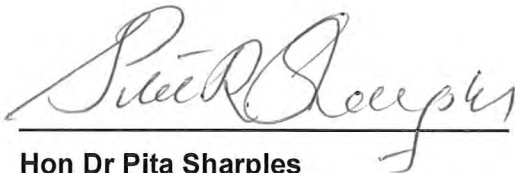
FOR AND ON BEHALF OF THE CROWN:



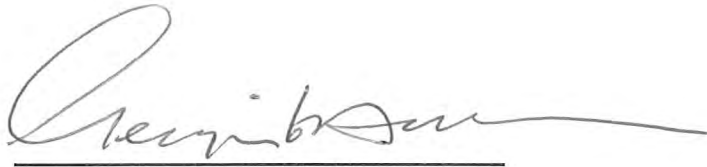
Hon John Key
Prime Minister



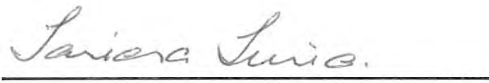
Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations



Hon Dr Pita Sharples
Minister of Maori Affairs



Hon Georgina te Heuheu



Hon Tariana Turia



Jonathan Young
Member of Parliament for New Plymouth

Witness

Witness

Signatures of Te Atiawa Witnesses who support these Terms of Negotiation:

Brian Kahurangi Healey
Rosangi Healey -

Lydia Braddock nee Hoou

Jean McLeod - Ruakiri.

Winnie Tamati

Tuarangi Parata Kupura (Paiurangi)

Miko Pehimana TAMATI

Cherie PROAN Taylor Tehunshung

HARRY NICHOLAS ~~James & Lena Brand~~

Fred McLay

Gybitro Nicholas

Kae Seltor

Mereana Ratana

Ngaukakeke Meter J.P. Q.P.M

Anahera Grace

Ramon Te Hana-tauer Tito

Jay Dean - APPY.

Rory Tapu Whelan



Appendix 1: Definitions

1 “Te Atiawa”

1.1 Te Atiawa is:

- a. the collective group composed of persons:
 - iv. who descend from the tupuna Te Awanui A Rangī ; and
 - v. who are members of one or more of the following hapū:
 - Ngāti Rahiri;
 - Otaraua;
 - Manukorihī;
 - Pukerangiora;
 - Puketapu;
 - Ngāti Te Whiti;
 - Ngāti Tawhirikura;
 - Ngāti Tuparikino; 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 Appendix; and
- c. every individual referred to in clause 1.1(a) of this Appendix.

1.2 The definition of Te Atiawa may be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the Parties.

2 “Te Atiawa Iwi Authority”

2.1 Te Atiawa Iwi Authority means the representative group mandated by Te Atiawa and recognised by the Crown in the Deed of Mandate in Appendix 2.

2.2 TAIA, at the date of signing these Terms, is made up of the following persons:

- a. Wikitoria Keenan (Chair);

- b. Grant Knuckey (Puketapu Hapu);
- c. Keith Holswich (Ngati Rahiri Hapu);
- d. Peter Moeahu (Ngati Te Whiti Hapu);
- e. Pereni Tupe (Manukorihi Hapu);
- f. Chona Telford (Otaraua Hapu); and
- g. Maria Kingi (Pukerangiora Hapu).

3 “The Crown”

3.1 The Crown:

- a. means the Sovereign 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 enterprise named in the First Schedule to the State Owned Enterprises Act 1986.

4 “Historical Claims”

4.1 Historical Claims means:

- a. all claims (whether or not the claims have been considered, researched, registered, notified or made) by Te Atiawa or anyone of Te Atiawa descent, that:
 - i. are founded on a right arising:
 - from Te Tiriti o Waitangi / The Treaty of Waitangi; or
 - under legislation; or
 - at common law (including customary law and aboriginal title); or
 - from the law of equity (including 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; or
 - by or under legislation.

- b. every claim to the Waitangi Tribunal to which clause 2.1.1 applies including:
 - WAI 54 Nga Iwi O Taranaki Claim (Makere Rangiatea Love and one other)
 - WAI 126 Motunui Plant and Petrocorp Claim (John Hanita Paki and others)
 - WAI 133 Kaipakopako Lands Claim (PNT Tapuke)
 - WAI 141 Te Atiawa Claim (Grant Knuckey)
 - WAI 576 Rawiri Te Ngaere Descendants and Jesse Kingi Whanau Trust Claim (Gail Young)
 - WI 667 Manutahi Block Claim (Kingsford Rahiri Tamati)
 - WAI 771 Ngamotu Lands, Fisheries, Foreshore and Seabed Claim (Billie Rongomaimira Biel)
 - WAI 796 Petroleum Resources within the Ngati Te Whiti Rohe (Peter Maru Love, Ron Tapuke and Ngati Te Whiti Hapu)
 - WAI 871 Ngati Rahiri Petroleum Claim (Nick Roskruge, Mina Timutimu and Tahu Rawiri)

- c. the following claims to be settled in part insofar as they relate to Te Atiawa:
 - WAI 131 Taranaki Maori Trust Board Claim (Hamiora Raumati and others)
 - WAI 143 Taranaki Claims (Taranaki Consolidated Claims)

but does not include the Excluded Claims.

5 “Excluded Claims”

- 5.1 Excluded claims means a Historical Claim that a descendant of Te Atiawa may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 1.1 does not apply; and
- 5.2 A claim that a descendant of Te Atiawa may have in the “Excluded Areas” that is founded on a right arising as a result of being descended from an ancestor to whom clause 1.1 applies.

6 “Excluded Areas”

- 6.1 Excluded Areas means each of the following:
- a. the South Island; and
 - b. the Chatham Islands; and
 - c. the Kapiti Coast; and
 - d. Wellington.

7 “Te Atiawa Tikanga”

- 7.1 Te Atiawa Tikanga means the tikanga (customs, protocols and guiding values) as determined by Te Atiawa.

8 “Guiding Principles”

- 8.1 Guiding Principles mean those principles as set out in clause 4 of these Terms.

9 “Te Atiawa Rohe”

- 9.1 Te Atiawa Rohe means that rohe of Te Atiawa as defined in the Deed of Mandate at Appendix 2.

**Appendix 2: Te Atiawa Iwi Authority Deed of Mandate
(excluding appendices)**

Deed of Mandate

Te Atiawa Iwi Authority

on behalf of the Te Atiawa (Taranaki) Iwi

January 2010

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Deed of Mandate

This Deed of Mandate (“the Deed”) formally demonstrates that the Te Atiawa Iwi Authority (TAIA) has obtained a robust and durable mandate to represent Te Atiawa (Taranaki) in negotiations with the Crown for a comprehensive and final settlement of all Te Atiawa (Taranaki) historical Treaty of Waitangi claims.

Mandate

TAIA achieved its mandate through a process that was fair, open and transparent. The process is outlined in **Attachment One, Part Seven**.

Additional material in relation to how the mandate was achieved is attached to the Deed at **Attachments Four to Seven** (respectively, the Mandate Hui Presentation, Newsletters and Mandate Hui Minutes & Attendance Register).

Further supporting information can be found at **Attachment One, Parts Five, Six, Eight to Eleven** (respectively, Mandated Body, Negotiators, Process undertaken to Mandate, Mandate Maintenance, and Availability of the Deed of Mandate) and **Attachment Two** - Constitution of TAIA.

Comprehensive negotiations

The Te Atiawa Iwi Authority on behalf of Te Atiawa (Taranaki) situated in and around the Waitara – New Plymouth area (refer **Part Two**) seek to enter into direct negotiations for the comprehensive and final settlement of all Te Atiawa (Taranaki) historical Treaty of Waitangi claims. We seek to resolve all the historical Treaty of Waitangi claims of Te Atiawa (Taranaki), whether registered with the Waitangi Tribunal or not, for Crown breaches of the Treaty of Waitangi that occurred prior to 21 September 1992.

The registered Waitangi Tribunal claims that relate to Te Atiawa (Taranaki) are set out at **Attachment One, Part Three**.

Large Natural Grouping

The Office of Treaty Settlements (OTS) has recognised Te Atiawa iwi as a viable Large Natural Grouping for the purpose of Treaty Settlement Negotiations. Whilst in the normal course of proceedings the Minister for Treaty of Waitangi Negotiations would formally confirm this, in the interests of flexibility and taking into account the findings of the Waitangi Tribunal’s Taranaki Report – Kaupapa Tuatahi - confirmation of Te Atiawa Iwi as a Large Natural Grouping has been acknowledged by OTS and noted by TAIA representatives.

Claimant Definition

The tribal groups that comprise Te Atiawa (Taranaki) share a common affiliation to the eponymous ancestor Te Awanui A Rangi.

The hapū and marae that affiliate to Te Atiawa (Taranaki) and are located in the area of interest are:

List of Marae:

- | | |
|----------------------|------------|
| • Ouae Marae | Waitara |
| • Mangaemiemi Marae | Tikorangi |
| • Hungaririki Marae | Brixton |
| • Muru Raupatu Marae | Bell Block |
| • Kohanga Moa | Inglewood |

List of Te Atiawa (Taranaki) Hapū

- Ngati Rahiri
- Otaraua
- Manukorihi
- Pukerangiora
- Puketapu
- Ngati Te Whiti
- Ngati Tawhirikura
- Ngati Tuparikino

In addition, a list of historical hapū is set out in **Attachment One, Part One** of the Deed of Mandate.

TE ATIAWA (TARANAKI) Area of Interest

- The Te Atiawa (Taranaki) Area of Interest comprises Te Rau o Te Huia along the coast westward to the Herekawe Stream, inland to Tahuna Tutawa, to Whakangeregere north to Taramoukou, seaward to Te Rau O Te Huia.

- We acknowledge our neighbours and potential overlapping interests with them. These are set out **Attachment One, Part Four**.

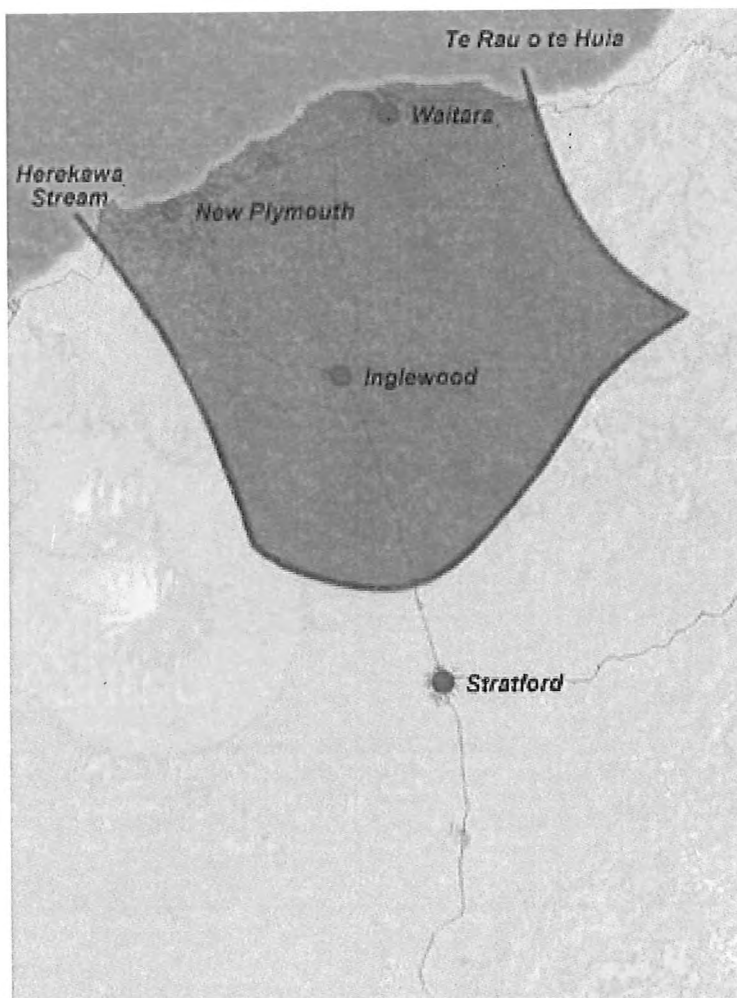
ATTACHMENT ONE

Part One: List of Te Atiawa (Taranaki) Hapū

- Ngati Rahiri
- Otaraua
- Manukorihi
- Pukerangiora
- Puketapu
- Ngati Te Whiti
- Ngati Tawhirikura
- Ngati Tuparikino

▪ **Part Two: Te Atiawa (Taranaki) Area of Interest**

The Te Atiawa (Taranaki) Area of Interest comprises Te Rau o Te Huia along the coast westward to the Herekawa Stream, inland to Tahuna Tutawa, to Whakangeregere north to Taramoukou, seaward to Te Rau O Te Huia.



Part Three: Historical Claims to be settled

The following is a list of historical Treaty claims registered by members of Te Atiawa (Taranaki) or in the name of tribal groups represented by the mandated body which will be settled all or in part:

Wai Number	Named Claimant	On behalf of
<i>Claims to be settled in full:</i>		
Wai 126	John Hanita Paki	Nga Mahanga Hapu, Ngati Haumiti Hapu and Taranaki Iwi
Wai 133	PNT Tapuke	Trustees of Kaipakopako 4A1B
Wai 141	Grant Knuckey	Te Atiawa Iwi
Wai 576	Gail Young	Descendants of Rawiri Te Ngaere and Jesse Wi Kingi Trust
Wai 667	Kingsford Tamati	Tamati Whanau
Wai 771	Billie Rongomaimira Biel	Harris Whanau
Wai 796	Peter Love and Ron Tapuke	Ngati Te Whiti Hapu
Wai 871	Nick Roskruge, Mina Timutimu and Tahu Rawiri	Ngati Rahiri Hapu
<i>Claims to be settled in part (i.e. only in so far as they relate to Te Atiawa (Taranaki)):</i>		
Wai 54	Makere Rangiatea Love and Ralph Love	Themselves, Taranaki Maori Trust Board, Wellington Tenth, Palmerston North Tenth, Nga Iwi O Taranaki
Wai 131	Hamiora Raumati	Taranaki Maori Trust Board
Wai 143	Taranaki Claims - Consolidated	

Part Four: Overlapping Interests

TAIA acknowledges that their proposed area of interest overlaps and, in some instances, is shared with other neighboring tribal groups along our boundaries.

Te Atiawa shares its boundaries with the following Iwi:

- Ngati Mutunga
- Taranaki Iwi
- Ngati Ruanui
- Ngati Maru

Subject to the Deed of Mandate being recognised by the Crown, TAIA will agree a process with the Crown for dealing with any overlapping interests that the above groups may have.

Part Five: Mandated Body

The Te Atiawa Iwi Authority - TAIA - is the mandated body.

Mandating Process

A mandating process was carried out as follows:

- **Pre Mandate Hui-a-Iwi**

At Owae Marae, Waitara 1 November

The hui was publicly advertised. No formal resolution was sought. The hui was an opportunity for TAIA to assess whether it would receive support to continue with the Mandate process.

- **Mandate Information Hui**

The purpose of the following Hui was to present and discuss the proposal that TAIA seek a mandate from Nga Uri O (Te Atiawa) Taranaki to negotiate a settlement of Te Atiawa Iwi Historical Claims.

Venues and Dates

-

Mandate Hui Location	Venue	Date
Waitara	Owae Marae	22 November
Lower Hutt	Waiwhetu Marae	29 November
Picton	Waikawa Marae	30 November
Auckland	TWOA Campus	5 December

- **Postal Vote**

TAIA held a postal vote of registered members on the following resolution:

That Te Atiawa Iwi Authority – TAIA – be mandated to:

- 1 Represent Te Atiawa (Taranaki) in Treaty Negotiations with the Crown for the comprehensive settlement of all historical Treaty claims of Te Atiawa (Taranaki) and
- 2 Establish a Claims Team and appoint the negotiators.

Result of Postal Vote

Voting forms distributed	5100	
Voting forms returned	1632	32.59%
For the resolution	1575	96.51% of forms returned
Against the resolution	38	2.33% of forms returned
Invalid	19	1.16% of forms returned

Table 1: TAIA Representatives

Name	Hapu	Official Position
Allen Bisson	Ngati Rahiri	Delegate
Chona Telford	Otaraua	Delegate
Pereni Tupe	Manukorihi	Delegate
Maria Kingi	Pukerangiora	Delegate
Grant Knuckey	Puketapu	Delegate*
Peter Moeahu	Ngati Te Whiti	Delegate

*Note Puketapu are to hold an election process prior to February 2010 to confirm its delegate.

Role of the Mandated Body

- To negotiate and initial a draft Deed of Settlement and develop a proposed post-settlement governance entity and present the Deed and governance entity to the Te Atiawa (Taranaki) people for ratification.

Responsibilities of TAIA

- To report to the claimant community at least quarterly or as required to ensure the claimant community is well informed and its mandate is kept current. (It is expected that during the intensive negotiation process TAIA may need to meet more regularly with the claimant community, say bi-monthly).
- Act in a Kaitiaki role during the negotiations to oversee and co-ordinate all aspects of the settlement negotiations including contracting in expertise where relevant.
- Guide and make strategic governance decisions relating to the settlement negotiations process including sign off of key milestone documents like the mandate strategy document, Terms of Negotiation, Agreement in Principle, initial the Deed of Settlement and presenting these to Te Atiawa.
- Appoint an operations team (Claims Team) to manage the negotiations process.
- Appoint claim negotiators.
- TAIA may co-opt, contract or delegate other members and specialist expertise to assist the negotiations and settlement process.
- Financial management, monitoring and reporting on all financial matters, including managing all claimant funding throughout the mandate and negotiations process in a prudent manner, will be managed by TAIA.

Accountabilities of TAIA

- To report back to registered members, hapū, Kaumatua and groups from the traditional Te Atiawa areas, quarterly or as required via web site and panui on the progress of negotiations. Iwi members will receive information and have the opportunity to provide feedback on the progress of the negotiations through the following means:
 - Hui a Iwi will be held quarterly (or more frequently if required during intensive negotiation stages)
 - Registered Iwi members will be kept informed by email
 - Where possible notices will be posted on marae noticeboards
 - Reports will be posted on the website
 - At each annual general meeting

The appointment and removal process of hapū delegates to TAIA will continue to be managed at a hapu level and their annual election processes will determine their respective delegate member on to TAIA.

Reporting and Communications Process

- To Hapu.
Reporting is to be by the hapū Delegate at the respective Hapu meetings.
- To Iwi.
As above.

- To Kaumatua.

The Chair shall report on a six weekly basis at the respective Kaumatua Hui.

The Claims Team and the negotiators will report to TAIA on an ongoing basis throughout the negotiation process and at least monthly to ensure that TAIA have sufficient information to make decisions and report back as outlined above.

Disputes Resolution

All members of TAIA, the Claims Team and the negotiators shall take all reasonable steps to resolve any dispute internally that may arise in connection with the negotiations and settlement process

Before legal action is sought the parties shall undertake formal mediation.

Should a dispute of any kind arise, the negotiations process shall continue as usual (provided the Crown agrees) until such time as TAIA decides otherwise.

Disputes within the Claims Team

Where a dispute relates to a decision, rule or policy of the Claims Team, the dispute must be put in writing clearly identifying the nature of the dispute and the outcome sought. This must be referred to and discussed with the Claims Team Chair who shall investigate.

Once the dispute is confirmed, the Claims Team Chair must raise the dispute at a TAIA meeting where the dispute shall be discussed and actions to be taken are clearly identified. The discussion shall be minuted and if necessary, voted on.

If necessary TAIA may move a resolution for the dispute to be taken back to the iwi for further consultation and recommendations.

Should the matter still be unresolved, an independent mediator shall be engaged and a process of mediation undertaken as agreed to between both parties.

The outcome of the dispute must be reported to a hui of TAIA.

The resolution shall be upheld by all members.

TAIA Meetings

Executive Meetings shall be held monthly or as required.

Decision Making Processes

Decision making is by hapū Delegates and in accordance with Tikanga O Te Atiawa (refer clause 11.1 in the TAIA Constitution).

Careful consideration shall be given when making decisions at a collective level to ensure utmost fairness is applied and particular interests of each hapū is not unfairly disadvantaged or advantaged.

Decision making is will be by simple majority voting of the TAIA representatives although, where possible, the representatives will be expected to try and reach a consensus on issues.

The outcome of any decision shall be upheld by all TAIA members.

Part Six: Claims Team and Negotiators

Appointment of Claims Team

- TAIA will appoint (and replace if required) Claims Team members through an inclusive and transparent process.
- The process will include involvement of Iwi expertise in the drafting of clearly defined criteria relating to the requisite skills and attributes.
- TAIA will also provide an opportunity for all interested members to submit CVs.

Appointment of Negotiators

- TAIA will appoint (and replace if required) the Negotiators.
- The Negotiators will be responsible for working through and developing the detail of a draft Deed of Settlement with the nominated Crown Negotiator/s during the negotiation phase.
- Negotiators will be selected in accordance with clearly defined criteria relating to representative requirements taking into account cultural facilitation and negotiation skills required.
- The Claims Team and the Negotiators will abide by all directions from TAIA including any TAIA developed and approved terms of reference or charters.

Removal of Claims Team members and individual Negotiators may occur in the following circumstances:

- Member/s of the Claims Team and Negotiators will be removed or replaced by TAIA.
- However, the claimant community may seek the removal or the replacement of a Claims Team member or Negotiator, for reasons of a very serious nature and supported by factual evidence.
- The process must be initiated by a petition signed by at least 30 registered members.
- The complainant group must present the matter in writing to a meeting of the Claims Team via the TAIA Chair and a Hui publicly notified giving 21 days notice.
- The Hui A Iwi shall be chaired and convened by a nominated independent facilitator to ensure that an impartial robust and independent process of discussion and enquiry takes place and an independent report of findings is produced.

- TAIA will make its decision based on the independent report of findings.

Part Seven: Mandate process

Mandate Hui

Held as follows:

- | | | |
|--------------|----------------|-------------|
| ▪ Waitara | Owae Marae | 22 November |
| ▪ Lower Hutt | Waiwhetu Marae | 29 November |
| ▪ Picton | Waikawa Marae | 30 November |
| ▪ Auckland | TWOA Campus | 5 December |

Mandate Hui Notices

14 days notice of the mandate information hui was given through the following:

- Newsletters and Notices to 3500 households. Notices and newsletters were sent to the households of all registered TAIA members. This means one newsletter per address as opposed to one newsletter per individual.
- Private Notice (including voting forms) to 5100 registered members. This is a notice sent to every registered TAIA member. (So most households received 2 copies.)
- Public Notice in various newspapers. Refer to Attachment Three for dates and list of newspapers.

Notices were also given through:

Marae Noticeboards

- Te Korimako o Taranaki Iwi Radio Station
- Panui on TV - MaraeWebSite – information (advertisements, notices and background about the claims process, and a newsletter) was also posted on the website – www.teatiawa.iwi.nz

Mandate Hui Presentation

The presentation was a standard presentation. A copy of the presentation is attached (refer to Attachment Five).

Mandate Hui Agenda

The Agenda was a standard Agenda and was set out in the Hui presentations (refer to Attachment Five).

Mandate Hui Discussions

See attached Record of Mandate Information Hui (refer to Attachment Six).

Mandate Hui Voting Process

At each Hui there was an indicative vote on the following resolution:

That Te Atiawa Iwi Authority – TAIA – be mandated to:

- 1 Represent Te Atiawa (Taranaki) in Treaty Negotiations with the Crown for the comprehensive settlement of all historical Treaty claims of Te Atiawa (Taranaki) and
- 2 Establish a Claims Team and appoint the negotiators.

The indicative voting process was taken at the end of each hui. There was a request for a show of hands by the attendees to express their indicative views on the above resolution.

Results of Voting

Table 2: Summary of Indicative Voting by Location

Mandate Hui Location	Total Hui Attendees	Eligible Voters	Resolution	Voted Yes	Voted No	Abstained
Waitara	38	38	As above	30	8	0
Lower Hutt	31	31	As above	29	2	0
Picton	10	10	As above	10	0	0
Auckland	31	18	As above	16	2	0
TOTAL	110	97	As above	85	12	0

Result of Postal Vote

Voting forms distributed	5100	
Voting forms returned	1632	32.59%
For the resolution	1575	96.51% of voting forms returned
Against the resolution	38	2.33% of voting forms returned
Invalid	19	1.16% of voting forms returned

Part Eight: Mandate Maintenance

Mandate Maintenance

- TAIA will continue to meet on a monthly basis (or as required).
- If TAIA becomes aware of any issues which will affect the mandate, it will contact OTS immediately.
- If OTS obtains any information which could affect the mandate it will communicate this to TAIA.

TAIA Register of Members:

Registered iwi members are persons who affiliate to Te Atiawa (Taranaki) through whakapapa and who are on the TAIA register.

Those of Te Atiawa (Taranaki) descent may contact the TAIA office and apply for registration to be on the TAIA. Those members under 18 are still encouraged to register. The provision of whakapapa details, name, and contact details will be requested.

Part Nine: Availability of the Deed of Mandate

- The Deed of Mandate together with the supporting material may be made available by the Crown to anyone from the claimant community who requests the information.
- Therefore, we the representatives of TAIA, agree to the Crown making the Deed of Mandate known through a public notification process. We also agree that the Crown may provide the Deed of Mandate to anyone from the claimant community who requests the information.
- We also acknowledge the Deed of Mandate with the supporting material may be released under the Official Information Act. We request that TAIA are informed and copied into all correspondence.

Signatories to the Deed of Mandate

Name	Hapu Represented	Official Position	Signature
Allen Bisson	Ngati Rahiri	Delegate	
Chona Telford	Otaraua	Delegate	
Pereni Tupe	Manukorihi	Delegate	
Maria Kingi	Pukerangiora	Delegate	
Grant Knuckey	Puketapu	Delegate	
Peter Moeahu	Ngati Te Whiti	Delegate	
Wikitoria Keenan		Chair	

ATTACHMENT TWO: TAIA CONSTITUTION

ATTACHMENT THREE: CORRESPONDENCE

ATTACHMENT FOUR: ADVERTISEMENTS

**PUBLIC AND PRIVATE NOTIFICATION
OF
MANDATE INFORMATION HUI and POSTAL VOTE**

DATE 2009	MEDIUM	POSTAL VOTE	HUI - Taranaki	HUI - Lower Hutt	HUI - Picton	HUI - Auckland	Comments
October 8	Newsletter & Private Notice	✓	✓	✓	✓		To 3500 Households of registered members *
October 21	Newspaper Taranaki Daily News	✓	✓	✓	✓		
November 5	Newspaper Taranaki Daily News	✓	✓	✓	✓		
November 7	Newspaper Taranaki Daily News	✓	✓	✓	✓		
November 8	Te Atiawa website - www.teatiawa.iwi.nz		✓	✓	✓		
November 9	Newspaper Taranaki Daily News	✓	✓	✓	✓		
November 11	Newspaper North Taranaki Midweek	✓	✓	✓	✓		
November 11	Newsletter & Private Notice & Voting Paper	✓	✓	✓			To 3500 Households of registered members *
November 14	Newspaper Taranaki Daily News	✓	✓	✓	✓		
November 14	Newspaper	✓	✓	✓	✓		

	Dominion Post												
November 14	Newspaper NZ Herald	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
November 16	Te Atiawa website - www.teatiawa.iwi.nz	✓											
November 17 - 20	Iwi Radio Te Korimako O Taranaki		✓										
November 17 - 20	Iwi Radio Atiawa FM			✓									
November 17 - 20	Radio Nelson Radio											✓	
November 17	Marae Notice Board Owae Marae	✓		✓								✓	
November 17	Marae Notice Board Mangaemiemi Marae	✓		✓								✓	
November 17	Marae Notice Board Hungaririki Marae	✓		✓								✓	
November 17	Marae Notice Board Muru Raupatu Marae												
November 17	Marae Notice Board Waiwhetu Marae	✓		✓								✓	
November 17	Marae Notice Board Waikawa Marae	✓		✓								✓	
November 17	Notice Board Te Puni Kokiri Office, New Plymouth	✓		✓								✓	
November 18	Newspaper	✓		✓								✓	

November 18	North Taranaki Midweek Email	√	√	√	√	√	√	√	To Taranaki Iwi
November 19	Newspaper North Taranaki Midweek	√	√	√	√	√	√		
November 20	Private Notice	√					√		To 385 Households of registered members in the Auckland area *
November 21	Newspaper Taranaki Daily News	√	√	√	√	√	√	√	
November 21	Newspaper NZ Herald	√							
November 22	Marae – TV NZ		√	√	√	√	√	√	
November 25	Newspaper Nelson Mail						√	√	
November 28	Te Atiawa website www.teatiawa.iwi.nz		√	√	√	√	√	√	
November 28	Te Atiawa website www.teatiawa.iwi.nz							√	
December 12	Te Atiawa website www.teatiawa.iwi.nz								Result of Postal Vote

NOTE:

* Notices and Newsletters are sent to the households of all registered members. This means one newsletter per address as opposed to one Newsletter per individual

ATTACHMENT FIVE: MANDATE HUI PRESENTATION

- **Owae Marae, Waitara** 22 November 2009
 - **Waiwhetu Marae, Lower Hutt** 29 November 2009
 - **Waikawa Marae, Picton** 30 November 2009
 - **Te Wananga O Aotearoa, Mangere** 5 December 2009
-
- **Confirmation of Postal Vote**

ATTACHMENT SIX: MANDATING HUI MINUTES & ATTENDANCE REGISTER

- **Owae Marae, Waitara** 22 November 2009
- **Waiwhetu Marae, Lower Hutt** 29 November 2009
- **Waikawa Marae, Picton** 30 November 2009
- **Te Wananga O Atoearoa, Mangere** 5 December 2009

ATTACHMENT SEVEN: MANDATE MAINTENANCE

Follow Up Hui

- **Owae Marae, Waitara** **12 December 2009**