

THE WAIKATO-TAINUI NEGOTIATOR

and

THE CROWN

TERMS OF NEGOTIATION

14 December 2020

TERMS OF NEGOTIATION

BETWEEN THE WAIKATO-TAINUI NEGOTIATOR AND THE CROWN

1. Parties

- 1.1 The parties to this document, known as the Terms of Negotiation, are the Waikato-Tainui Negotiator (on behalf of Waikato-Tainui) and the Crown (together, "**the Parties**").

2. Purpose

- 2.1 This document:

2.1.1 sets out the scope, objectives and general process, and records the intentions and expectations of the Parties, for the negotiations that the Parties will conduct in order to settle the Waikato-Tainui Remaining Historical Claims (as defined in clause 4.1.11); and

2.1.2 is not legally binding and does not create a legal relationship.

- 2.2 However, the Parties acknowledge they:

2.2.1 each intend to, and expect the other Party to, comply with the terms set out in this document during negotiations; and

2.2.2 each intend to negotiate in good faith, confidentiality and without prejudice and in a manner reflecting:

- (a) the guiding principles set out in clause 3; and
- (b) the Te Tiriti o Waitangi / Treaty of Waitangi relationship between the Crown and Waikato-Tainui.

3. Guiding Principles

- 3.1 The Parties agree to the following guiding principles for the negotiation of the Waikato-Tainui Remaining Historical Claims:

- 3.1.1 Whakaiti - Humility

- (a) Ka manaaki i ngaa whakaaro o eetahi atu, tae atu ki oo te iwi whaanui maa te paatai me te whakarongo ki a raatou me te whiriwhiri anoo i ngaa whakaaro o eeraa e paahekoheko ana raatou kia whai akoranga ai tatou i ngaa mahi o mua hei whakaahua ake i ngaa raa kei te tuu mai.
- (b) To show a duty of care for other opinions especially those views of the wider iwi, to ask and listen to them as a

means of collective learning to consider pathways forward that are born from the experiences of our past.

3.1.2 Whakapono - Honesty

- (a) He hononga riiraa ki te Kiingitanga ka kitea I oona maatauranga, i oona puukenga me te aahua o ana whanonga ki oona hoa mahi, ki oona kiritaki me te marea i runga i te atawhaitanga, te tuutohutanga me te ngaakau pono me kore noa e whakapono teetahi ki teetahi.
- (b) An important relationship with the Kiingitanga as an example of knowledge, of skill and behaviours to others including the multitudes based of care, of best practice and honesty to promote the highest levels of engagement.

3.1.3 Aroha - Compassion

- (a) Ka whakarite hononga, ka whai kauuanu hoki puta noa I te rohe o Waikato maa te whakaatu i te ngaakau pono me te haapai i te mana o aa tatou taahuuhuu koorero. Ka whakatau i eeteahi atu maa te maarama ki oo raatou hiahia me te whiriwhiri tika i ngaa whakaaro 'kia uu tonu ai ki te ara tika'.
- (b) To enable effective relationships based on respect across the Waikato region by showing honesty and alignment with our core principles. To settle others through understanding and forging well thought out pathways 'by holding fast to the righteous path'.

3.1.4 Rangimaarie - Peace

- (a) E tau ana, e tuwhera ana anoo hoki te ngaakau ki ngaa koorero whakahoki, aarahi, tautoko hoki a eeteahi atu. Ka mauritau, ka hinengaro tuwhera, ka aata whakaaro hoki I te waa e whakatau ana i ngaa tono me ngaa wero ka paa mai.
- (b) Being open to opinions, suggestions and support from others. To be appreciative, open minded and thoughtful in the times of requests and challenges as they arise.

3.1.5 Manaakitanga - Care

- (a) Ka tautoko i eetahi atu maa ngaa whanonga maarohirohi, ngaakau pai hoki, aa, ma te whakawhitiwhiti koorero teetehi ki teetehi i runga i te ngakau pai kia aawhina ai tatou i a tatou ki te eke panuku, me te aha, kia eke anoo ngaa whakatutukitanga o te iwi.
- (b) To support other with a behaviour of care and open trust and by sharing ideas with one and other to allow a sense of achievement as one and to fulfil the aspirations of the people.

3.1.6 Kotahitanga - Unity

- (a) E mihi ana, e kauuananu ana hoki ki too tatou kanorautanga me oona hua maa te whakaatu i oona moohiotanga me toona tuutohutanga ki eetahi atu. Ka whai waahi hoki ki te whakarite rongoaa maa te whakarite i te taiao tika e tapatahi ai aa taatou mahi.
- (b) To respect and support the diversity and their benefits to others by showing understanding and guidance. To provide solutions by establishing a good environment that promotes working together.

3.1.7 Mahitahi - Collaboration

- (a) E hiahia ana ki te mahi ngaatahi, ki te whakakaha anoo i eetahi atu ki te mahi ngaatahi me te tuuwhera tonu o te hinengaro ki ngaa whakaaro hooou. Ka aawhina ki te whakarite i teetahi panonitanga manahau, i eetahi hua whakaiti me teetahi ahurea kounga.
- (b) The will to work in collaboration and promotes working in unison with an open mind to new ideas. To aid in establishing changes for the good, humble advancements and achieving a culture of high standards.

4. Definitions

4.1 In this document, unless the context otherwise requires:

- 4.1.1 **Area of Interest** means the area of interest shown in the map attached as Appendix 1 of the Deed of Mandate.
- 4.1.2 **Contemporary Claim** means a claim made under section 6(1) of the Treaty of Waitangi Act 1975 that arises from or relates to an enactment referred to in section 6(1)(a) or (b) of that Act enacted, or to a policy or practice adopted or an act done or omitted by or on behalf of the Crown, on or after 21 September 1992.

- 4.1.3 **Deed of Mandate** means the Waikato-Tainui Remaining Claims deed of mandate dated March 2020.
- 4.1.4 **Te Whakakitenga** means Te Whakakitenga o Waikato Incorporated, an incorporated society under the Incorporated Societies Act 1908 established with the object to, among other things, achieve and support the existing and future settlements of Te Tiriti o Waitangi / the Treaty of Waitangi and/or raupatu claims of Waikato-Tainui.
- 4.1.5 **Te Arawhiti** means the Office of Māori Crown Relations - Te Arawhiti.
- 4.1.6 **The Crown** means the Crown as defined in the Public Finance Act 1989.
- 4.1.7 **Waikato-Tainui** means the claimant community for the negotiation and settlement of the Waikato-Tainui Remaining Historical Claims subject to the matters set out in clause 5 below.
- 4.1.8 **Waikato-Tainui Negotiator** means the Waikato-Tainui Negotiator mandated by Te Whakakitenga in November 2017, or any person or person subsequently mandated by Te Whakakitenga as the Waikato-Tainui Negotiator, for the purpose of, among other things, negotiating the settlement of the Waikato-Tainui Remaining Historical Claims.
- 4.1.9 **Outstanding Parts of Wai 30** means:
- (a) the claims relating to the West Coast Harbours set out in paragraphs C8-9 of the Wai 30 Statement of Claim dated 16 March 1987; and
 - (b) any outstanding raupatu claims by Waikato-Tainui to the Wairoa block or the Waiuku block.
- 4.1.10 **Overlapping Interests Strategy** means the Waikato-Tainui Remaining Historical Claims Overlapping Interests Strategy and Plan attached as **APPENDIX B** to this document.
- 4.1.11 **Waikato-Tainui Remaining Historical Claims** means the historical claims, whether registered with the Waitangi Tribunal or not, that derive from a Waikato whakapapa and relate to acts or omissions by or on behalf of the Crown before 21 September 1992 and remain unsettled, including, but not limited to, the Outstanding Parts of Wai 30.
- 4.1.12 **West Coast Harbours** means, collectively, the Kaawhia Harbour, the Aotea Harbour, the Whaaingarua Harbour and the Manukau Harbour.

- 4.1.13 **West Coast Harbours Claims** means those aspects of the Waikato-Tainui Remaining Historical Claims that relate to the West Coast Harbours.

5. Claimant definition

5.1 While the claimant community is referred to as Waikato-Tainui in this document, the Parties acknowledge that the detail of the definition of Waikato-Tainui in terms of the claimant community for the purpose of the settlement of the Waikato-Tainui Remaining Historical Claims will be a matter for ongoing discussion and possible amendment through the negotiation process having regard to the following matters:

5.1.1 The objective of the Deed of Mandate is to negotiate the settlement of the Waikato-Tainui Remaining Historical Claims on behalf of the members of the 33 hapuu of Waikato-Tainui (as set out in the definition of "Waikato" in section 7 of the Waikato Raupatu Claims Settlement Act 1995), including Te Patupoo and Ngaati Whakamarurangi.

5.1.2 Consistent with that objective, it is intended the claimant definition in the deed of settlement for the Waikato-Tainui Remaining Historical Claims will be based on the meaning of "Waikato" in section 7 of the Waikato Raupatu Claims Settlement Act 1995 with the addition other Waikato-Tainui affiliated hapuu groupings.

5.1.3 Section 7 of the Waikato Raupatu Claims Settlement Act 1995 defines "Waikato" to mean:

...the Waikato descendants of the Tainui Waka who suffered or were affected by the confiscation of their land by the New Zealand Government under the New Zealand Settlements Act 1863, being members of the following hapuu of Waikato: Ngaitai, Ngaati Tamaaoho, Ngaati Koheriki, Ngaati Te Ata, Te Aakitai, Ngaati Paretauaa, Ngaati Tiipaa, Ngaati Aamaru, Ngaati Naho, Ngaati Hine, Ngaati Taratikitiki, Ngaati Pou, Ngaati Maahanga, Ngaati Tamainupo, Ngaati Wairere, Ngaati Makirangi, Ngaati Koroki, Ngaati Ruru, Ngaati Werokoko, Ngaati Paretekawa, Ngaati Ngutu, Ngaati Hikairo, Ngaati Puhiaawe, Ngaati Mahuta (North and South), Ngaati Te Wehi, Ngaati Whawhaakia, Ngaati Kuiaarangi, Ngaati Tai, Ngaati Raukawa ki Panehakua, Ngaati Tahinga, Tainui-a-whiro, Ngaati Apakura, Ngaati Hauaa.

5.1.4 At the date of these terms of negotiation, the Waikato-Tainui Remaining Historical Claims of the following hapuu of Waikato-Tainui are not included in the Deed of Mandate:

- (a) Ngaati Maahanga;
- (b) Ngaati Tamainupoo;
- (c) Ngaati Wairere;

- (d) Ngaati Tahinga;
- (e) Ngaati Apakura;
- (f) Tainui-aa-whiro;
- (g) Ngaati Hikairo; and
- (h) Ngaati Whakamarurangi.

5.1.5 All 33 hapuu of Waikato-Tainui have collective interests as part of Waikato-Tainui in the Outstanding Parts of Wai 30 and, through their representation on Te Whakakitenga, in the partial settlement of 1946, the Waikato Raupatu Claims Settlement 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) 2010 Settlement.

5.1.6 Until the initialling of a deed of settlement, Waikato-Tainui hapuu may determine to be included or withdraw from the scope of the Deed of Mandate for the Waikato-Tainui Remaining Historical Claims through the withdrawal and inclusion mechanisms contained in the Deed of Mandate.

6. West Coast Harbours

6.1 The Crown acknowledges that, in the context of the West Coast Harbours negotiations, Waikato-Tainui considers that:

6.1.1 each of the West Coast Harbours is an indivisible and holistic whole comprising, but not limited to, the foreshore and sea bed, waters, airspace, flora and fauna, and physical and metaphysical elements of the harbour, the physical and biological processes relating to the harbour, and the lands and waterways within the catchment of the harbour; and

6.1.2 activities within the catchment of each harbour must necessarily be addressed as part of the West Coast Harbours negotiations.

6.2 The Parties agree that a detailed and comprehensive West Coast Harbours definition for settlement and redress purposes will be discussed early in the West Coast Harbours negotiations and will continue to be developed and refined throughout the negotiations and, as relevant, discussed with Ngaati Maniapoto and Taamaki groups as noted in clause 6.4; and

6.3 Waikato-Tainui's view of the West Coast Harbours is reflected in the definition set out in **APPENDIX A** to this document, which has been proposed by the Waikato-Tainui Negotiator for discussion with the Crown.

6.4 The Parties further acknowledge:

6.4.1 the negotiations in respect of the West Coast Harbours Claims relating to Kaawhia Harbour will involve Ngaati Maniapoto in respect

of its interests and claims in Kaawhia Harbour (as committed by the Crown in the 2017 Maniapoto Agreement in Principle);

- 6.4.2 the West Coast Harbours Claims relating to Manukau Harbour will involve those Taamaki groups to which the Crown has committed to develop cultural redress relating to Manukau Harbour in respect of those groups' interests in Manukau Harbour (as committed by the Crown in the 2012 Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed and certain individual Taamaki settlement documents);
- 6.4.3 the inter-relationship between certain Taamaki groups and Waikato-Tainui will need to be discussed and reflected in the structure and conduct of negotiations; and
- 6.4.4 the Parties, and as appropriate Ngaati Maniapoto and the Taamaki groups, will discuss and agree the manner in which the negotiations in relation to Kaawhia Harbour and Manukau Harbour in terms of clauses 6.4.1 and 6.4.2 will be structured and conducted.

7. Takutai Moana Applications

- 7.1 Waikato-Tainui aspires to:
 - 7.1.1 engage directly with the Crown in relation to the application under the Marine and Coastal Area (Takutai Moana) Act 2011 filed by the Waikato-Tainui Negotiator on behalf of ngaa hapuu me ngaa marae o Te Takutai Moana o Waikato-Tainui (being MAC-01-04-14);
 - 7.1.2 engage collectively with other Waikato-Tainui persons and/or groups that have filed applications under the Marine and Coastal Area (Takutai Moana) Act 2011 within the area that is the subject of the application; and
 - 7.1.3 engage directly with the Crown through a process in parallel with the negotiation of the West Coast Harbours Claims.
- 7.2 Waikato-Tainui acknowledges the Crown's position that, at this stage, it cannot commit to parallel engagement in relation to applications under the Marine and Coastal Area (Takutai Moana) Act 2011. The Waikato-Tainui Negotiator's mandate has been accepted solely for the purposes of negotiating a settlement of the Waikato-Tainui Remaining Historic Claims. Crown engagement and mandating under the Marine and Coastal Area (Takutai Moana) Act 2011 are run separately and independently of Treaty Settlement processes.
- 7.3 The Parties will continue to discuss the potential for parallel engagement in relation to applications under the Marine and Coastal Area (Takutai Moana) Act 2011.

8. Objectives of the Negotiations

- 8.1 The Crown's objective for the negotiations is to negotiate in good faith a settlement of the Waikato-Tainui Remaining Historical Claims that:
- 8.1.1 is comprehensive, final, durable, and fair in the circumstances;
 - 8.1.2 recognises the nature, extent and injustice of breaches of the Crown's obligations to Waikato-Tainui under Te Tiriti o Waitangi / the Treaty of Waitangi and its principles and, where appropriate, acknowledges the effect of these breaches on the economic, social, cultural, and political wellbeing of Waikato-Tainui;
 - 8.1.3 provides a platform to assist Waikato-Tainui in their economic, social, cultural political and environmental development;
 - 8.1.4 provides assistance to Waikato-Tainui to redevelop their relationship with, and improve the health and wellbeing of, the lands, waters, natural resources and geographic features within the Area of Interest, including the West Coast Harbours, for the benefit of present and future generations;
 - 8.1.5 enhances the ongoing relationship between the Crown and Waikato-Tainui (both in terms of Te Tiriti o Waitangi / the Treaty of Waitangi and otherwise);
 - 8.1.6 confirms that the settlement is not intended to affect any decision of Te Ohu Kai Moana either under the Maori Fisheries Act 2004;
 - 8.1.7 restores and enhances the faith and trust of Waikato-Tainui in the Crown and removing the sense of grievance; and
 - 8.1.8 demonstrates and records that both Parties have acted honourably and reasonably in negotiating the settlement.
- 8.2 Waikato-Tainui acknowledges the Crown objective set out in 8.1 and desires to negotiate in good faith a settlement of the Waikato-Tainui Remaining Historical Claims that will also:
- 8.2.1 restore and sustain the relationship of Waikato-Tainui with the lands, waters and other taonga (including, but not limited to, the West Coast Harbours) within the Area of Interest for the benefit of present and future generations;
 - 8.2.2 assist to restore and protect the and health and wellbeing of the lands, waters and other taonga (including, but not limited to, the West Coast Harbours) within the Area of Interest for the benefit of present and future generations;
 - 8.2.3 provide for Waikato-Tainui to exercise mana whenua, mana moana, mana motuhake, mana whakahaere and kaitiakitanga over the lands, waters and other taonga (including, but not limited to, the

West Coast Harbours) within the Area of Interest for the benefit of present and future generations; and

8.2.4 uphold the whakatauki unique to Waikato:

<i>Ko Mookau ki runga</i>	<i>Mookau is above</i>
<i>Ko Taamaki ki raro</i>	<i>Taamaki is below</i>
<i>Ko Mangatoatoa ki waenganui</i>	<i>Mangatoatoa is between</i>
<i>Pare Hauraki, Pare Waikato</i>	<i>The boundaries of Hauraki, the boundaries of Waikato</i>
<i>Te Kaokaoroa-o-Paatetere</i>	<i>To the place called 'the long armpit of Paatetere'.</i>

8.3 The Parties acknowledge and respect each other's objectives for the negotiation of the Waikato-Tainui Remaining Historical Claims.

9. Actions Enabled by the Settlement of the Waikato-Tainui Remaining Historical Claims

9.1 Subject to any claims that are expressly excluded from the settlement of the Waikato-Tainui Remaining Historical Claims, the settlement of the Waikato-Tainui Remaining Historical Claims will enable the:

9.1.1 release and discharge of all of the Crown's obligations and liabilities in respect of the Waikato-Tainui Remaining Historical Claims;

9.1.2 discontinuance of the Te Arawhiti landbank arrangement for the protection of potential settlement properties for the benefit of Waikato-Tainui;

9.1.3 removal, for the benefit of Waikato-Tainui, of:

(a) any resumptive memorials from the titles of land subject to the State-Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989, and the Education Act 1989 insofar as they relate to the Waikato-Tainui Remaining Historical Claims;

(b) statutory protection for the Waikato-Tainui Remaining Historical Claims against the Crown;

(c) the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the Waikato-Tainui Remaining Historical Claims, the deed of settlement, the redress provided, or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any deed of settlement or any settlement legislation); and

- 9.1.4 discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to the Waikato-Tainui Remaining Historical Claims.

10. Matters Unaffected by Settlement

10.1 The settlement will not:

- 10.1.1 diminish or in any way affect any existing or future rights, interests or opportunities that Waikato-Tainui have arising from Te Tiriti o Waitangi / the Treaty of Waitangi and its principles save that the Waikato-Tainui Remaining Historical Claims will be settled and cannot be subject to further claim;
- 10.1.2 diminish or in any way affect, or preclude Te Whakakitenga or any Waikato-Tainui hapuu, marae or individual from pursuing legal proceedings in the Waitangi Tribunal in relation to any Contemporary Claim;
- 10.1.3 diminish or in any way affect any mechanisms, agreements, accords (or other arrangements) included in the:
- (a) Waikato-Maniapoto Maori Claims Settlement Act 1946;
 - (b) Waikato Raupatu Claims Settlement Act 1995; and
 - (c) Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010;
- 10.1.4 diminish or in any way affect any claims included in the:
- (a) Ngaati Koroki Kahukura Claims Settlement Act 2014;
 - (b) Ngaati Hauaa Claims Settlement Act 2014;
 - (c) Ngaai Tai ki Taamaki Claims Settlement Act 2018;
 - (d) Agreement in Principle between the Crown and Te Aakitai Waiohua signed on 16 August 2016;
 - (e) mandate of the Ngaati Te Ata Claims Support Whanau Trust recognised by Ministers on 20 May 2011; and
 - (f) mandate of the Ngaati Koheriki Claims Committee as recognised by Ministers on 12 June 2012;
- 10.1.5 extinguish or limit the ability for any Waikato-Tainui hapuu that is not included in the Deed of Mandate (unless subsequently included through the mechanisms set out in the Deed of Mandate) to discuss their historical Treaty claims with the Crown;

- 10.1.6 impact on any land which has been vested in Pootatau Te Wherowhero;
- 10.1.7 extinguish or limit any aboriginal or customary rights that Waikato-Tainui or any hapuu, marae or whaanau of Waikato-Tainui may have save that the Waikato-Tainui Remaining Historical Claims will be settled and cannot be subject to further claim;
- 10.1.8 have the effect of granting, creating, or providing evidence of any rights or interests under the Marine and Coastal Area (Takutai Moana) Act 2011; or
- 10.1.9 affect the ability of any iwi, hapuu, marae or individual to progress existing applications for recognition of protected customary rights or for customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

11. Process of Negotiations

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

- 11.1.1 *Agreement in principle*

- An agreement in principle will be signed with the approval of Te Whakakitenga which will outline the scope and nature, in principle, of the settlement redress to be recorded in the deed of settlement;

- 11.1.2 *Initialled deed of settlement*

- A draft deed of settlement, which will set out the proposed terms and conditions of the settlement of the Waikato-Tainui Remaining Historical Claims, will be initialled by the Waikato-Tainui Negotiator and the Minister for Treaty of Waitangi Negotiations;

- 11.1.3 *Governance Entity:*

- The approval by the Crown of appropriate governance arrangements in relation to the receipt and management of settlement redress;

- 11.1.4 *Ratification*

- The Waikato-Tainui Negotiator will present the initialled deed of settlement, together with any relevant any proposed governance arrangements, to Te Whakakitenga and the marae of Waikato-Tainui for ratification in a manner to be agreed by the Parties;

11.1.5 *Deed of settlement signed (if ratified)*

If the deed of settlement is ratified in the manner agreed by the Parties, the deed of settlement will be signed on behalf of Waikato-Tainui and the Crown; and

11.1.6 *Settlement legislation*

The settlement of the Waikato-Tainui Remaining Historical Claims will be effective once the settlement legislation required to give effect to the settlement receives the Royal Assent.

12. Negotiations Schedule

- 12.1 The Parties acknowledge there are several parts to the Waikato-Tainui Remaining Historical Claims, including the West Coast Harbours Claims which are one of the Outstanding Parts of Wai 30 (as defined in clause 4.1.9) and that the negotiation of the Waikato-Tainui Remaining Historical Claims will need to proceed in stages.
- 12.2 The Parties agree that a negotiations schedule reflecting the significance of the two key different parts and stages of the negotiations will be discussed as the first point of negotiations.
- 12.3 The Parties agree to use their best endeavours to work towards achieving settlement milestones as set out in clause 11 above. However, the Parties acknowledge that the progress of negotiations is subject to various matters, some of which are outside the Parties' control, and that any agreed negotiation schedule may need to be extended where required.

13. Matters for Agreement by the Crown and the Waikato-Tainui Negotiator

13.1 The Parties agree:

- 13.1.1 negotiations will be on a "without prejudice" basis and will be conducted in good faith, in a spirit of co-operation and in a manner reflecting the guiding principles set out in clause 3 and the Te Tiriti o Waitangi / the Treaty of Waitangi relationship between the Crown and Waikato-Tainui;
- 13.1.2 negotiations will be conducted privately and in confidence between Parties unless the Parties agree otherwise or when, and to the extent that, the Crown is required to release information under the Official Information Act 1982, provided however that the Crown agrees to:
- (a) promptly disclose to the Waikato-Tainui Negotiator the receipt of any request received under the Official Information Act 1982 in relation to the negotiation of the Waikato-Tainui Remaining Historical Claims; and

- (b) discuss and obtain the views of the Waikato-Tainui Negotiator before releasing any information in response to such a request;
- 13.1.3 either party may withdraw from negotiations if the negotiations become untenable;
- 13.1.4 any agreement reached in the course of negotiations will remain confidential to the Parties unless they agree otherwise;
- 13.1.5 media statements concerning the negotiations will only be made when mutually agreed by both Parties;
- 13.1.6 early in the negotiation process, both Parties will discuss Waikato-Tainui settlement aspirations and redress interests, and the Crown's policies in respect of those interests;
- 13.1.7 the Crown and the Waikato-Tainui Negotiator recognise the importance of using Te Reo Maaori (Waikato dialect) throughout the course of negotiations and will strive to incorporate Te Reo Maaori in both written and oral forms where possible;
- 13.1.8 the location, times and frequency of meetings will be suitable and convenient to both Parties;
- 13.1.9 consistent with the obligations of good faith negotiations, if Te Arawhiti becomes aware of any proposed changes in the legal control or ownership of, or proposed grant of long-term interests in, land of the Crown in which Waikato-Tainui claims an interest, Te Arawhiti will inform the Waikato-Tainui Negotiator of the proposal where and as soon as possible;
- 13.1.10 the negotiations may be extended by agreement between the Parties to include other interested groups on the following basis:
 - (a) the extended negotiations can apply to some or all of the issues in the negotiation;
 - (b) any such interested groups included in the extended negotiations will be expected to agree to the same obligations of confidence to join the negotiations; and
 - (c) one or more neighbouring groups may be included in extended negotiations to jointly address common redress sought by the groups and the overlapping interests of the neighbouring groups;
- 13.1.11 they will each ensure regular and appropriate internal communication procedures throughout the negotiations including, but not limited to, the matters set out in clause 14 below; and

- 13.1.12 the Waikato-Tainui Negotiator will provide Te Arawhiti with reports on the state of the Negotiator's mandate every three months and Te Arawhiti will advise Waikato-Tainui Negotiator of any correspondence or communications it receives about the mandate of the Waikato-Tainui Negotiator or any other matters relating to or affecting the Waikato-Tainui Remaining Historical Claims.
- 13.2 While acknowledging clause 13.1 the Waikato-Tainui Negotiator considers that all information provided to the Crown by the Waikato-Tainui Negotiator or Te Whakakitenga in the context of the negotiation of the Waikato-Tainui Remaining Historical Claims is provided:
- 13.2.1 subject to an obligation of confidence with the understanding that any disclosure of that information would prejudice the further supply of information by the Waikato-Tainui Negotiator or Te Whakakitenga and prejudice the continued conduct of the negotiation of the Waikato-Tainui Remaining Historical Claims; and
- 13.2.2 in order to enable the Minister for Treaty of Waitangi Negotiations and Te Arawhiti to carry on, without prejudice or disadvantage, negotiations relating to the Waikato-Tainui Remaining Claims.

14. Communication

- 14.1 The Parties will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the Waikato-Tainui claimant community informed, but also the need for confidentiality regarding third parties.
- 14.2 The Parties agree that there is a need for communication and discussion with overlapping groups identified in clause 16 below and in paragraphs 1 and 3 of APPENDIX 1: WAIKATO-TAINUI REMAINING CLAIMS SETTLEMENT: OVERLAPPING INTERESTS PLAN of the Overlapping Interest Strategy (see **APPENDIX B**) in accordance with the Oati Relationship mechanism. Those discussions have already commenced with, and among, relevant hapuu and claimants and will continue as appropriate.
- 14.3 As outlined in paragraph 25 of the Overlapping Interest Strategy, the Crown has an obligation to share relevant information with overlapping groups. The Crown will ask Waikato-Tainui if customary information provided by Waikato-Tainui to the Crown and sought by overlapping groups can be provided, and in what form, to ensure sensitive information is protected.
- 14.4 The Waikato-Tainui Negotiator agrees not to unreasonably withhold information which will assist the Crown in discharging its obligations to other hapuu given the unique nature of the negotiation of the Waikato-Tainui Remaining Historical Claims. In this regard, it is expected that the Crown will conduct its settlement negotiations with all other hapuu / iwi within the Area of Interest on the same basis.
- 14.5 The Crown will advise the Waikato-Tainui Negotiator of all information and documentation received by the Crown that affects the Waikato-Tainui

Remaining Historical Claims and provide this information and/or documentation within a reasonable timeframe (subject only to the need for confidentiality regarding third parties).

- 14.6 Te Arawhiti will ensure Crown departments or agencies, and relevant local and regional councils, are aware of the nature and subject matter of the negotiations with the objective of advising the Waikato-Tainui Negotiator of any issues that arise in the course of negotiations that may adversely affect the negotiations (including the objectives of the negotiations set out in clause 8 above) or Waikato-Tainui's rights and interests. The Parties will agree on an appropriate process to address such issues if these arise.

15. West Coast Harbours Negotiation Team

- 15.1 The Waikato-Tainui Negotiator intends to establish a West Coast Harbours Negotiation Team (the "**Negotiation Team**") which will comprise seven members, made up of representatives from each of the Harbours, and the Oati groups as follows:

- 15.1.1 Oati Partner Representative (Ngaati Mahuta);
- 15.1.2 Oati Partner Representative (Ngaati Te Wehi);
- 15.1.3 Kaawhia Harbour Representative;
- 15.1.4 Aotea Harbour Representative;
- 15.1.5 Whaaingarua Harbour Representative;
- 15.1.6 Manukau Harbour Representative; and
- 15.1.7 the Waikato-Tainui Negotiator.

- 15.2 A terms of reference has been finalised for the Negotiation Team, but the purpose and scope of the Negotiation Team is to provide advice, guidance, input and feedback to the Waikato-Tainui Negotiator regarding their respective Harbour interests and to work alongside the Waikato-Tainui Negotiator in the course of the negotiations.

16. Overlapping Interests

- 16.1 Where the Crown is engaged in:
- 16.1.1 negotiations for the settlement of historic claims with claimant groups whose interests may overlap with part of the Area of Interest; or
 - 16.1.2 discussions with settled claimant groups whose interests may overlap with part of the Area of Interest;

the Crown will regularly update the Waikato-Tainui Negotiator on the progress of those negotiations and/or discussions (without disclosing any confidential information).

- 16.2 Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets, or other settlement redress, in which the Waikato-Tainui Negotiator has also expressed an interest, the Crown, prior to offering the particular redress item or asset for inclusion in a settlement, will:
- 16.2.1 notify the Waikato-Tainui Negotiator of the expressed interest; and
 - 16.2.2 facilitate a discussion between the relevant mandated representative and the Waikato-Tainui Negotiator in order to resolve, at an early stage, any potential conflicts between claimant groups regarding the potential redress.
- 16.3 Where the Crown becomes aware that a settled claimant group has expressed an interest or issue in relation to potential settlement redress in which the Waikato-Tainui Negotiator has expressed an interest then the Crown, prior to offering to Waikato-Tainui, will:
- 16.3.1 notify the Waikato-Tainui Negotiator of the expressed interest or issue; and
 - 16.3.2 facilitate a discussion between representatives of the governance entity for the settled claimant group and the Waikato-Tainui Negotiator in order to resolve, at an early stage, any potential issues regarding the potential redress.
- 16.4 The Overlapping Interests Strategy (attached in **APPENDIX B**) identifies the overlapping groups for the Waikato-Tainui Remaining Historical Claims and outlines in more detail how overlapping interests will be dealt with throughout the settlement process.

17. Claimant Funding

- 17.1 As outlined in clauses 59 and 60 of the Deed of Mandate, the financial authority of Te Whakakitenga will administer all funds. The Parties acknowledge that the Crown will make a contribution to the negotiation costs of Te Whakakitenga which will be paid in instalments for the achievement of specified milestones in the negotiation process.
- 17.2 The Waikato-Tainui Negotiator will adhere to the Te Arawhiti claimant funding policy guidelines. In particular, before each instalment of claimant funding is approved, the Waikato-Tainui Negotiator will provide the Crown with invoices that demonstrate that the previous instalment of claimant funding was applied to negotiation expenses.
- 17.3 Te Whakakitenga will provide the Crown annually with independently audited accounts for the claimant funding that is received from the Crown, certifying that the funding has been spent on the negotiations.

18. Waiver of Other Avenues of Redress

- 18.1 During these negotiations, neither Te Whakakitenga or any registered claimants of a claim that is both within the scope of the Waikato-Tainui

Remaining Historical Claims and within the Deed of Mandate shall initiate or pursue any legal proceedings relating to the subject matter of the negotiations;

18.2 the Crown acknowledges that Te Whakakitenga reserves its right to initiate legal proceedings to:

18.2.1 protect and uphold the integrity of any existing Treaty settlements between Waikato-Tainui and the Crown; and

18.2.2 recognise and protect any rights and interests of Waikato-Tainui under aboriginal title or customary law.

19. Not Bound until Deed of Settlement

19.1 The Parties acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until embodied in a signed deed of settlement and settlement legislation.

20. Other Matters

20.1 The Parties acknowledge that:

20.1.1 further detail regarding the Waikato-Tainui Remaining Historical Claims and the intended negotiations are set out in the Deed of Mandate; and

20.1.2 Crown guidance on the process for negotiations is set out in *Healing the Past, Building a Future: A Guide to Treaty of Waitangi Claims and Negotiations with the Crown*.

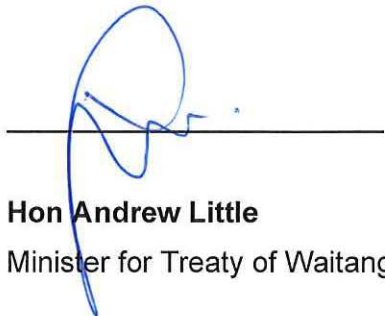
21. Amendments

21.1 The Parties acknowledge that it may be necessary to amend these terms of negotiation from time to time and agree that all amendments must be approved by the Parties and recorded in writing.

SIGNED THIS 14th DAY OF December 2020

For and on behalf of the Crown:

For and on behalf of Waikato-Tainui:



Hon Andrew Little
Minister for Treaty of Waitangi Negotiations




Stanley Rahui Papa
Waikato-Tainui Negotiator

OTHER SIGNATORIES

Raeha Mani Gray


D Pereme
B Clark
Khyalal
Mehel Whetawa
M Marshall
Taki Turner
Hon. Tomohiko Marumoto
D. Rongy
M. M. M.
D. Bradshaw
P. Kawhau Mear
M. J. Williams
K. Kumana
M. M. M.
M. M. M.


M. Wade
K. Inteo Ngati Mahuta
" "
" "
" "
M. Mahara
" "
" "

Katauhinga Tamaru
Te Whakaketeanga
o Waikato.

APPENDIX A

DEFINITION OF HARBOURS

1. As recorded in clauses 6.1 and 6.2 of the terms of negotiation:
 - 1.1 Waikato-Tainui considers that:
 - 1.1.1 each of the West Coast Harbours is an indivisible and holistic whole comprising, but not limited to, the foreshore and sea bed, waters, airspace, flora and fauna, and physical and metaphysical elements of the harbour, the physical and biological processes relating to the harbour, and the lands and waterways within the catchment of the harbour; and
 - 1.1.2 activities within the catchment of each harbour must necessarily be addressed as part of the West Coast Harbours negotiations;
 - 1.2 the Parties agree that a detailed and comprehensive West Coast Harbours definition for settlement and redress purposes will be discussed early in the West Coast Harbours negotiations and will continue to be developed and refined throughout the negotiations and, as relevant, discussed with Ngaati Maniapoto and Taamaki groups as noted in clause 6.4 of the terms of negotiation; and
 - 1.3 Consistent with Waikato-Tainui's view of the West Coast Harbours, the Waikato-Tainui Negotiator has proposed the text in paragraph 2 below as a starting point for discussions with the Crown and relevant groups regarding a West Coast Harbours definition.
2. Waikato-Tainui considers that the West Coast Harbours includes:
 - 2.1 the area of foreshore and seabed in and adjacent to each harbour bounded on the landward side by the line of mean high-water springs and on the seaward side by the outer limits of the Exclusive Economic Zone, including the beds of any rivers, lagoons, lakes and other water bodies that are part of the coastal marine area (within the meaning of the Resource Management Act 1991);
 - 2.2 the airspace and the water space above the area referred to in sub-paragraph 2.1 above;
 - 2.3 the subsoil, bedrock, minerals and other matters below the area referred to in sub-paragraph 2.1 above;
 - 2.4 the marine and estuarine waters (including the waters of any rivers, lagoons, lakes or other water bodies) within the areas referred to in sub-paragraphs 2.1 and 2.2 above;
 - 2.5 the plants, animals and fish within the areas referred to in sub-paragraphs 2.1 to 2.4;

- 2.6 the physical and metaphysical elements of the areas, waters, natural resources and geographic features referred to in sub-paragraphs 2.1 to 2.5;
 - 2.7 the land, waters, water bodies (including rivers, lakes, wetlands, swamps, estuaries, streams, tributaries, springs, artesian waterways and other natural watercourses), geographic features, natural resources, plants, animals and activities within the catchment of each harbours which directly or indirectly interconnect with or affect the harbour; and
 - 2.8 all physical and biological processes (including sediment movement, waves, tides, currents and activities) within or affecting the areas, waters, natural resources and geographic features referred to in sub-paragraphs 2.1 to 2.7 above.
3. The Crown has not reached a position on the definition of West Coast Harbours proposed at paragraph 2 of this document. Any final definition relating to harbours is a negotiation matter to be discussed with all relevant interested groups (as set out at clause 6.4 of the terms of negotiation).

APPENDIX B

WAIKATO-TAINUI REMAINING CLAIMS SETTLEMENT: OVERLAPPING INTERESTS STRATEGY

Introduction

1. The Crown and the Waikato-Tainui Negotiator have developed this overlapping interests strategy and plan (attached at **APPENDIX 1: WAIKATO-TAINUI REMAINING CLAIMS SETTLEMENT: OVERLAPPING INTERESTS PLAN**). The Overlapping Interests Strategy covers the principles and processes by which the overlapping interests process will be undertaken and may be further developed and refined during the negotiations process.
2. Openness and transparency will underpin the overlapping interests process.

Responsibilities of the Crown

3. The Crown is ultimately responsible and accountable for the overall overlapping interests process and must act in accordance with its Treaty obligations and be informed by Waitangi Tribunal reports and recommendations. The Crown will act as best as it can to effect reconciliation and assist in the preservation of relationships between the Crown, Waikato-Tainui and overlapping groups.
4. Te Arawhiti has an obligation to report regularly to the Minister for Treaty of Waitangi Negotiations (**Minister**) on how overlapping interests are being addressed. The outcome of iwi discussions and information provided by groups to Te Arawhiti will inform Ministerial and Cabinet consideration of redress offered to Waikato-Tainui.
5. The Crown's preference is that Waikato-Tainui and overlapping groups agree solutions to address any issues relating to overlapping interests directly and in accordance with appropriate tikanga.
6. The Crown will seek to give effect to any agreement reached between Waikato-Tainui and overlapping groups about redress, subject to:
 - a. consideration of Treaty settlement policy; and
 - b. the Crown making the final decision about what redress to offer in the settlement of the Waikato-Tainui remaining historical claims.
7. However, in the absence of any agreement between Waikato-Tainui and overlapping groups over proposed redress, the Crown may have to make a decision about whether to maintain or amend any redress offered for inclusion in the settlement. Any decision will be informed by the principles that the Crown, in reaching a settlement:
 - a. has a duty to act in good faith to all groups who have interests in the area covered by the deed of settlement;
 - b. must ensure it actively protects the interests of overlapping groups; and

- c. must avoid unreasonably prejudicing its ability to reach a fair settlement with other groups in the future, while not unduly devaluing the offer to the settling group.
8. If such a decision is required, the Crown will invite Waikato-Tainui and overlapping groups to provide comment and information on the issue and the Crown's proposed redress decision.
 9. The comments and information provided will inform Crown decision-making on whether to amend or confirm the redress to be offered for inclusion in the agreement in principle or the deed of settlement (if issues have not been resolved pre-agreement in principle). Sometimes the Crown may seek independent advice from individuals or groups with expertise in the history and traditions of the relevant groups before making a decision.

Engagement with overlapping groups

10. The Waikato-Tainui Negotiator will lead the engagement and resolution of overlapping interests with overlapping groups. It is the Waikato-Tainui Negotiator's preference to:
 - a. resolve issues kanohi ki te kanohi;
 - b. engage in accordance with tikanga; and
 - c. deal with overlapping interests through an Oati relationship which reflects an ongoing commitment to work together in good faith, honesty and communicate directly in respect of overlapping interests.
11. The Waikato-Tainui Negotiator will advise overlapping groups of Waikato-Tainui interests and redress aspirations, particularly in potentially overlapped areas, and lead engagement on proposed redress offered by the Crown.
12. The Waikato-Tainui Negotiator will engage as soon as possible with all groups whose areas of interest overlap with the Waikato-Tainui area of interest to determine whether those groups wish to participate in the overlapping interests process. Should an overlapping group not wish to participate, the Crown will need to be advised of this by the overlapping group in writing.
13. The Waikato-Tainui Negotiator will agree to a process of engagement with each participating overlapping group. This will be reflected in the joint overlapping interests plan.
14. Overlapping interests will be discussed at regular intervals throughout the settlement process, including at negotiation hui between the Waikato-Tainui and the Crown. The Waikato-Tainui Negotiator and the Crown will regularly update each other on their respective engagement with overlapping groups.
15. The Crown will also engage directly with overlapping groups, provide information and offer assistance to facilitate agreement. The Crown can support engagement between groups by funding research, mediation or facilitation if the groups seek it.

Undecided hapuu

16. The Waikato-Tainui Negotiator will lead the engagement with the following hapuu whose respective historic Treaty of Waitangi claims were not included in the Deed of Mandate at the time of publishing:

- a. Ngaati Maahanga;
 - b. Ngaati Tamainupoo;
 - c. Ngaati Wairere;
 - d. Ngaati Tahinga;
 - e. Ngaati Apakura;
 - f. Tainui-aa-whiro;
 - g. Ngaati Hikairo; and
 - h. Ngaati Whakamarurangi.
17. The Waikato-Tainui Negotiator is committed to working with each hapuu to determine whether it wishes to be included in the mandate for the purpose of negotiating a settlement of the hapuu or hapuu grouping's Waikato-Tainui Remaining Historical Claims.
 18. Hapuu not currently included in the mandate will be treated as overlapping groups unless hapuu decide to include their respective historic Treaty of Waitangi claims in the mandate through the hapuu inclusion mechanism set out in clauses 74 – 77 of the Deed of Mandate.
 19. The Waikato-Tainui Negotiator will engage with all undecided hapuu to determine how those groups wish to participate in the overlapping interests process. Should an undecided hapuu not wish to participate, the Crown will need to be advised of this by the hapuu in writing.

Hapuu who withdraw from the mandate

20. The Waikato-Tainui Negotiator will lead the engagement and resolution of overlapping interests with those hapuu who choose to withdraw from the mandate.
21. Hapuu are able to withdraw their hapuu claims from the mandate through the hapuu withdrawal mechanism set out in clauses 63 – 73 of the Deed of Mandate up until the initialling of a deed of settlement. A hapuu will be treated as an overlapping interest group once its withdrawal in accordance with that mechanism has been confirmed.
22. The Waikato-Tainui Negotiator will engage as soon as possible with all hapuu who withdraw from the mandate to determine how those groups wish to participate in the overlapping interests process. Should a withdrawn hapuu not wish to participate, the Crown will need to be advised of this by the hapuu in writing.

Protection and sharing of information

23. Te Arawhiti will undertake its own research about Crown-owned properties in a particular area and settlement redress instruments and will provide high-level information to Waikato-Tainui and overlapping groups. This information is to assist overlapping interests discussions.
24. The Crown may also provide detailed information to Waikato-Tainui and overlapping groups on its understanding of customary interests in relation to specific sites/areas

where issues or concerns arise. This is to inform overlapping interests discussions and to enable the Crown to test its understanding of customary interests.

25. The Crown has an obligation to share relevant information with overlapping groups. The Crown will ask Waikato-Tainui if customary information provided by Waikato-Tainui to the Crown and sought by overlapping groups can be provided, and in what form, to ensure sensitive information is protected.
26. The Crown also has an obligation to share relevant information provided by overlapping groups with Waikato-Tainui. The Crown will ask an overlapping group if customary information provided by them to the Crown can be provided, and in what form, to Waikato-Tainui to ensure sensitive information is protected.

Timing

27. Overlapping interests should be addressed as early as possible and before signing an agreement in principle (**AIP**).
28. Ultimately overlapping groups should provide letters of support on the proposed redress or advise in writing if they oppose the proposed redress and wish to engage in discussions with Waikato-Tainui and the Crown.
29. However, there are circumstances where it may be appropriate to sign an AIP with outstanding overlapping issues. The Crown and Waikato-Tainui will need to consider whether any prejudice arises for overlapping groups from proceeding to sign an AIP while overlapping issues are outstanding, as well as whether any prejudice arises from delaying the signing of the AIP.
30. If a decision is made to sign an AIP while overlapping issues are outstanding, the issues and an agreed process to seek to resolve those issues after the signing should be agreed with the overlapping group and documented in writing in order to give assurance to those groups that their interests are acknowledged and there will be a process to resolve issues before a deed of settlement is initialled.
31. The Crown will not conclude a deed of settlement until it is satisfied overlapping interests have been addressed.

Record-keeping

32. Clear records will be maintained by the Crown and Waikato-Tainui on engagement with overlapping groups and understanding of overlapping groups' interests within the Waikato-Tainui area of interest.

APPENDIX 1: WAIKATO-TAINUI REMAINING CLAIMS SETTLEMENT: OVERLAPPING INTERESTS PLAN

1. List of iwi/groups overlapped with Waikato-Tainui to be confirmed and updated throughout negotiations. External Overlapped iwi/groups identified include:
 - a. Hako;
 - b. Maniapoto;
 - c. Marutuuaahu Iwi collective;
 - d. Ngaai Te Rangī;
 - e. Ngaati Hei;
 - f. Ngaati Hinerangi;
 - g. Ngaati Maru;
 - h. Ngaati Paoa;
 - i. Ngaati Porou ki Hauraki;
 - j. Ngaati Puukenga;
 - k. Ngaati Raahiri-Tumutumu;
 - l. Ngaati Ranganui;
 - m. Ngaati Tamateraa;
 - n. Ngaati Tara-Tokanui;
 - o. Ngaati Whaanaunga;
 - p. Ngaati Whaatua ki Kaipara;
 - q. Ngaati Whaatua Ooraakei;
 - r. Pare Hauraki;
 - s. Raukawa;
 - t. Te Kawerau aa Maki; and
 - u. Te Patukirikiri.

2. In addition to the groups listed at paragraph 1, the Crown will undertake research and consult with ngā hapū o Ngāpuhi to identify any overlapping interests. The Crown will undertake this work early in negotiations and before any agreement in principle is signed. Should there be any overlaps identified, relevant hapū o Ngāpuhi will be consulted by the Crown and Waikato-Tainui in line with this plan.

3. Waikato-Tainui hapuu can withdraw their respective historic Treaty of Waitangi claims from the mandate as outlined in the Deed of Mandate. Groups who are not currently included in the mandate, or who withdraw their claims through negotiations, will also be treated as overlapping groups until such time as they choose to include their claims in the mandate. This list is to be confirmed and updated throughout negotiations with Waikato-Tainui. Currently, these groups are:
 - a. Ngaati Maahanga;
 - b. Ngaati Tamainupoo;
 - c. Ngaati Wairere;
 - d. Ngaati Tahinga;

- e. Ngaati Apakura;
- f. Tainui-aa-whiro;
- g. Ngaati Hikairo; and
- h. Ngaati Whakamarurangi.

4. The Crown and the Waikato-Tainui Negotiator have developed the overlapping interests plan set out in the table below, which sets out the intended process leading to the initialling of a deed of settlement. The plan identifies the respective actions of each party in relation to engaging with overlapping groups and can be further developed and refined during the negotiations process.

Process timeframe	Crown and settling group activities	Overlapping group activities
<p>Post terms of negotiation signing: early engagement and interest discussions</p> <p><i>Within 4-6 weeks of terms being signed</i></p>	<p>Waikato-Tainui Negotiator to communicate (by letter/email) to overlapping groups to:</p> <ul style="list-style-type: none"> - advise them of the Waikato-Tainui settlement negotiations with the Crown and redress aspirations, particularly in potentially overlapped areas; and - offer to meet to discuss the respective areas of interest (including boundaries) of Waikato-Tainui and the nature of the interests within the overlapped area of the Area of Interest. <p>Crown to send letters to groups with shared interests communicating:</p> <ul style="list-style-type: none"> - that settlement negotiations with Waikato-Tainui are underway; - the key negotiation timeframes, and proposed engagement process; - the Crown policy on overlapping interests; - the Crown's understanding of the Area of Interest, overlap maps (where possible) and map of Crown assets in the area of interest and potential redress mechanisms; - a request for information on overlapping group's interests within the Area of Interest, with information due back in 4 weeks; - an invitation to meet to discuss overlapping interests either jointly or separately with Crown and the Waikato-Tainui Negotiator; and - contact details of the Waikato-Tainui Negotiator and Te Arawhiti team working on overlapping interests. <p>Crown and Waikato-Tainui Negotiator to follow up within 2 weeks with phone calls and reiterate offer to meet with groups.</p>	<p>Provide initial information on their interests.</p>

Process timeframe	Crown and settling group activities	Overlapping group activities
<p>Development of package for Ministerial and Cabinet consideration: Engagement on redress aspirations</p>	<p>Waikato-Tainui Negotiator and the Crown to meet with groups jointly or separately to:</p> <ul style="list-style-type: none"> - discuss AIP/settlement timeframes and overlapping interests process; - discuss key sites/areas; - discuss redress aspirations and/or potential redress mechanisms; and - schedule further meetings as needed. <p>Crown to consider information provided by overlapping groups on their interests.</p> <p>Crown and Waikato-Tainui Negotiator to discuss engagement with and interests of overlapping groups at each negotiation meeting.</p> <p>If overlapping groups do not support redress aspirations, the Crown needs to know what key items of redress are opposed, and why, in order to inform Minister/s accordingly.</p> <p>Te Arawhiti to report on status of overlapping interests:</p> <ul style="list-style-type: none"> - to Ministers at same time as reporting on proposed AIP offer; and - in the Cabinet paper on Crown offer in respect of the Waikato-Tainui Remaining Historical Claims. 	<p>Letters of response (support/oppose/further discussion for redress aspirations) from overlapping groups required before AIP package considered by Minister/s.</p>
<p>Crown offer made</p>	<p>Formal Crown settlement offer made to Waikato-Tainui subject to overlapping interests being addressed to the Crown's satisfaction.</p>	
<p>Negotiations leading to signing an AIP</p> <p><i>[Within 3-4 weeks of the Crown offer being accepted by Waikato-Tainui]</i></p>	<p>Crown to send letter to overlapping groups on proposed redress (exclusive and non-exclusive) in the comprehensive Crown offer letter, including:</p> <ul style="list-style-type: none"> - the Crown's understanding of status of discussions between Waikato-Tainui and overlapping interest groups in relation to the settling group's redress aspirations [recording any agreements to date]; - high-level customary interest information as rationale for cultural redress offered for sites/areas/natural resources; - summary of redress and map of site-specific redress offered by the Crown within the overlapping group's area of interest; - a request for confirmation of support for proposed redress (if not already provided) or identification of any concerns/issues; - key timeframes; and - proposed engagement towards deed initialling (including offer to meet and/or to facilitate meetings between Waikato-Tainui Negotiator and overlapping group, as necessary). 	<p>Letters of response from overlapping groups (if not already provided)</p>

Process timeframe	Crown and settling group activities	Overlapping group activities
	Crown and Waikato-Tainui Negotiator to consider and discuss responses from overlapping groups.	
<p>Prior to signing an AIP</p> <p><i>Timeframes to be agreed noting 2-3 months may be required for a process to resolve overlapping issues.</i></p>	<p>Crown and Waikato-Tainui Negotiator to agree process, in consultation with affected overlapping groups, to resolve remaining issues.</p> <p>Report to the Minister on engagement with overlapping groups, any issues and proposed process to resolve remaining issues.</p> <p>Waikato-Tainui and the Crown to undertake any processes to resolve remaining issues, recording any agreements or issues that remain outstanding. Crown and Waikato-Tainui to agree process, in consultation with overlapping groups, to resolve remaining issues, either before the AIP is signed or post-AIP signing.</p> <p>Te Arawhiti to report to the Minister on the status of outcome of process to resolve issues and if necessary, seek a decision on whether to maintain amend redress offered for inclusion in the AIP.</p> <p>The Minister writes to groups on the issue, advises groups of preliminary decision and invites submissions, comment and information on the issues and the Crown's proposed redress.</p> <p>Ministerial decision to be made on whether to sign AIP in context of any overlapping issues, and process to resolve remaining issues post AIP.</p> <p>Crown to send letter to overlapping groups advising of Ministerial decision.</p>	<p>Agree to processes to resolve outstanding issues</p>
<p>Sign AIP</p>	<p>AIP signed and uploaded to Te Arawhiti website.</p> <p>AIP to outline overlapping interest policy and principles, process undertaken prior to AIP, process to be undertaken post-AIP to initialling of the deed. AIP may record any issues and agreed process to resolve issues before initialling of the deed.</p>	
<p>Deed Phase: Post AIP signing</p> <p><i>within 4 – 6 weeks of the AIP being signed</i></p>	<p>Te Arawhiti writes to groups notifying of the Crown offer in the AIP, including a summary and map of specific Crown redress offered in the overlapping area, and process to resolve any outstanding issues, and offer to meet to discuss if requested.</p> <p>Waikato-Tainui also engage with overlapping groups and advise of any agreements reached.</p>	<p>Letters of response from overlapping groups (continued).</p>

Process timeframe	Crown and settling group activities	Overlapping group activities
	<p>Te Arawhiti and Waikato-Tainui Negotiator complete stocktake of engagement to date and undertake agreed process to resolve any outstanding overlapping interest issues (unable to be resolved pre-AIP):</p> <ul style="list-style-type: none"> - through meetings between Waikato-Tainui and overlapping groups, with the Crown to attend meetings if requested; and - the groups to agreeing on a solution to issues. 	
<p>Negotiations to initialling</p>	<p>Undertake process to resolve issues.</p> <p>If no agreement is reached, then Te Arawhiti will seek a preliminary Ministerial decision on unresolved issues.</p> <p>The Minister writes to groups on the issue, advises groups of preliminary decision and invites submissions, comment and information on the issues and the Crown's proposed redress.</p> <p>Response from overlapping groups to preliminary decision due [4 weeks] after Ministerial letter.</p> <p>Te Arawhiti reports to Minister on the process undertaken and status of overlapping interests, including final decisions on:</p> <ul style="list-style-type: none"> - overlapping issues; and - agreement that overlapping interests have been addressed to the Crown's satisfaction. <p>Minister to advise overlapping groups of final decisions on any unresolved issues.</p>	<p>Submission letters in response to ministerial letter, if required.</p>
<p>Initialed deed of settlement</p>	<p>Deed initialled and uploaded to the Te Arawhiti website and a link provided to overlapping interest groups for their reference.</p>	