

BETWEEN WHANGANUI
RIVER MAORI
TRUST BOARD

of the one part

AND CROWN
CONGRESS JOINT
WORKING PARTY

of the other

HEADS OF AGREEMENT

Address for Service:

The Co-Managers
Crown/Congress Joint Working Party
3rd Floor, Allen Johnston House
69 Molesworth Street, Thorndon
PO Box 12-318
Wellington

Telephone: (04) 499-3348
Facsimile: (04) 499-2633

HEADS OF AGREEMENT

relating to the disposal of Railways surplus land
in the Wanganui region

PURPOSE

1. The purpose of this agreement is to set the structure, the procedures and the agenda for detailed discussions between the Crown/Congress Joint Working Party ("CCJWP") and relevant groups within the Wanganui River region with respect to certain Railways lands which are surplus to use and proposed for disposal pursuant to the Agreement between the Crown and the National Maori Congress ("NMC") dated 10 October 1991.
2. The Parties to this Agreement are the **CCJWP**, and **Whanganui River Maori Trust Board** ("the Board").
3. This agreement proceeds on the basis that the above group, will assist in identification of the appropriate claimants within the Wanganui River region with whom the CCJWP should be holding discussions. If however, it should transpire that any other group or groups emerge, claiming an interest in surplus lands in the Wanganui River region, and any such group or groups has not been identified by the Whanganui River Maori Trust Board, the CCJWP reserves the right to deal separately with any such group or groups, notwithstanding clause 9 of this Agreement.

TERMS

4. Discussions are to be confidential to the CCJWP and the representatives nominated by the Board, hereafter referred to as the Claimants.
5. These discussions do not affect and are without prejudice to any current or future claims to the Waitangi Tribunal, except to the extent that any

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settlement received will comprise a "down payment" on the Crown's final settlement with the group or groups concerned.

6. These discussions do not affect and are without prejudice to any current or pending negotiations underway between the Claimants and the Crown and particular reference is made to the following: -
 - rangatiratanga over the Wanganui River and associated resource issues
 - Waikune Prison
 - Waimarino land claim
 - Crown Forestry claims
 - transfer of Justice Department housing
7. It is acknowledged that all agreements reached by representatives of the CCJWP and the Claimants must be ratified both by the Board and a full meeting of the Crown/Congress Joint Working Party before becoming binding.
8. The Parties agree that every endeavour will be made to resolve any grievance or difficulty arising with regard to the discussions.
9. The Parties will make every endeavour to facilitate the agreement of any other Claimants who establish a special interest in the areas concerned, and will seek to make suitable arrangements where necessary.


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10. No statements will be made to the news media, the wider public, or other Iwi groups unless agreed by the Parties.
11. Meetings will be held at venues selected and agreed upon by the Parties.
12. The discussions may be in either English or Maori with each Party providing its own interpreters.
13. The CCJWP will hold discussions with the Board and Claimants who will then be responsible for disseminating all information to those whose interests they represent.
14. The Parties to this Agreement acknowledge that 5 per cent of any monetary settlement will be deducted from the proceeds resulting from those discussions and paid to NMC.
15. Agreement will be sought on the following issues:-
 - (a) The district to be covered by this agreement;
 - (b) The identification of claimants traditionally associated with any particular parts of that District;
 - (c) Full disclosure of lands surplus to NZRC use within that District;
 - (d) Classification of which lands are of special cultural or spiritual significance to the Claimants traditionally associated with that particular part of that District;


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- (e) Identification of lands which the claimants desire to have transferred to it as a land reserve, whether pursuant to a general or specific claim;
 - (f) The identification of lands which are available for disposal by Railcorp;
 - (g) The identification of situations where it is appropriate that a monetary reserve be set aside for the benefit of the relevant Claimants;
 - (h) The identification of lands to which no claim is made;
 - (i) Identification of historical research required to support recommendations to be made by the Secretariat to the Joint Working Party.
16. It is agreed that the CCJWP will immediately proceed with the production of schedules of lands which are to be the subject of these discussions.

TIME FRAME

17. The Parties to this Agreement acknowledge that the CCJWP is working to a strict timetable, and that it is required to conclude agreement with Claimants for the clearance of the Railways surplus properties which are the subject of this Agreement by 14 May 1993. The Board agrees that every endeavour will be made to meet the CCJWP's timetable.

FUNDING

18. To facilitate the agreement for clearance of the Railways surplus properties, the CCJWP agrees to provide financial assistance to the Board to enable it

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to meet reasonable facilitation and coordination costs connected with its discussions with the CCJWP. Such financial assistance will not exceed \$25,000 in aggregate, and will be paid out in two instalments, two thirds on signing the Agreement and one third on completion.

19. The CCJWP will direct all funding to the Board, and the Board agrees to ensure that the CCJWP is reimbursed the full amount of financial assistance paid by the CCJWP from the proceeds of any future settlement arising from this agreement.

Dated at Whangarei this 25th day of March 1993

Whanganui River Maori
Trust Board

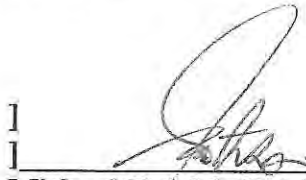
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Te Atawhai Tairaoa
Chairman

Whanganui River Maori
Trust Board

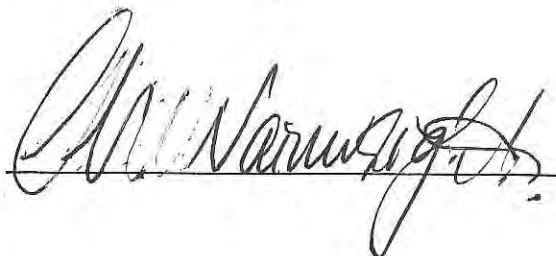
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Michael Patrick Potaka
Deputy Chairman

Carrie Wainwright
Co-Manager
Crown/Congress Joint
Working Party

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Donna Hall
Co-Manager
Crown/Congress Joint
Working Party

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