



Mōkai Pātea Waitangi Claims Trust

Mandate Strategy

Negotiation of historical claims under Te Tiriti o Waitangi / the Treaty of Waitangi

Dated: this 20th day of May 2019

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He Kupu Whakaaraara

Ka tiaho mai ngā whetū

Hei tohu o te kauae runga

Ka whitiwhiti mai i te rā

Hei ara ki te kauae raro

Ki te whaiao ki te ao mārama

Ko Papa e tūhonotia

E te pito i te hono i wairua

Ko Rangi e tūhonotia

E te kāwai a Tākawe o Kahukura

Whiti whano haramai te toki haumi e hui e tāiki e!

Mōkai Pātea Waitangi Claims Trust

Draft Mandate Strategy

A. Introduction

1. The Mōkai Pātea Waitangi Claims Trust (the Trust) is seeking a mandate to represent the claimant community of Mōkai Pātea Nui Tonu (the confederated iwi and hapū of Mōkai Pātea) in direct Treaty settlement negotiations with the Crown for the comprehensive settlement of all registered and unregistered historical claims under Te Tiriti o Waitangi of Mōkai Pātea Nui Tonu.
2. The Crown has recognised Mōkai Pātea as a Large Natural Grouping (LNG). This mandate strategy sets out the process the Trust will follow to seek a mandate to represent the Mōkai Pātea Nui Tonu in negotiations with the Crown.
3. If the mandate is approved, the Trust will be tasked with presenting to the Mōkai Pātea claimant community for ratification:
 - (a) An initialled Deed of Settlement; and
 - (b) A proposal to establish a Mōkai Pātea Post Settlement Governance Entity.

B. Definitions

- **Claimant Community** means all those persons who affiliate by way of verified whakapapa to one or more of the four confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū (including whāngai who satisfy the verification processes under the Trust Deed); and includes those who choose not to register as a member of the Trust.
- **Iwi Rūnanga** means each of the following bodies, or where the context requires, one or more of the following bodies:
 - a. Te Rūnanga o Ngāi Te Ohuake;
 - b. Te Rūnanga o Ngāti Hauiti;
 - c. Te Rūnanga o Ngāti Whitikaupeka;
 - d. Te Rūnanga o Ngāti Tamakōpiri.
- **Mōkai Pātea Membership Committee** means the Committee established under Schedule Four of the Trust Deed, being those knowledgeable in the whakapapa of that Mōkai Pātea Nui Tonu, as appointed by the Trust to verify applications for registration.
- **Mōkai Pātea Nui Tonu** means the confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū, and includes those individuals who affiliate by way of verified whakapapa to Mōkai Pātea Nui Tonu, (including whāngai who satisfy the verification processes under the Trust Deed); and includes those who choose not to register as a member of the Trust.
- **Rūnanga Delegates** means those persons elected in accordance with Schedule One of the Trust Deed and who, when acting together, constitute the Iwi Rūnanga and who have the authority to appoint Trustees.
- **Taumata Tikanga** means the kāhui kaumatua appointed under the Trust Deed.
- **Trust** means the Mōkai Pātea Waitangi Claims Trust.
- **Trust Deed** means the Trust Deed adopted by the Trust.
- **Trustees** means the nine Trustees, consisting of the two persons appointed by each Iwi Rūnanga plus the Tumu Mōkai trustee appointed under the Trust Deed.

C. Mōkai Pātea Nui Tonu

4. Mōkai Pātea Nui Tonu are the confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū. Mōkai Pātea Nui Tonu acknowledge and affirm our history of kotahitanga, and similarly recognise each Iwi Rūnanga's independent exercise of tino rangatiratanga.
5. The decision by Mōkai Pātea Nui Tonu to work as a collective for the purposes of the negotiation of historical Treaty of Waitangi claims, has an historical precedent. In the past, the four Iwi and their respective hapū often acted collectively on major issues affecting them, including their response to the challenges of land and resource alienation in the late nineteenth century.
6. The common founding ancestor of Mōkai Pātea Nui Tonu is Tamatea Pokai Whenua, from whom descended those of the following iwi and their respective hapū:
 - (a) Ngāi Te Ohuake;
 - (b) Ngāti Hauiti;
 - (c) Ngāti Whitikaupeka; and
 - (d) Ngāti Tamakōpiri.
7. Each of the four Iwi of Mōkai Pātea Nui Tonu is governed by an Iwi Rūnanga, as follows:
 - (a) Te Rūnanga o Ngāi Te Ohuake;
 - (b) Te Rūnanga o Ngāti Hauiti;
 - (c) Te Rūnanga o Ngāti Whitikaupeka; and
 - (d) Te Rūnanga o Ngāti Tamakōpiri.
8. Each Iwi Rūnanga consists of Rūnanga Delegates who are elected and who are representative of their hapū. For the avoidance of doubt, for a hapū which is affiliated to more than one of the Iwi of Mōkai Pātea Nui Tonu, then that hapū is entitled to be represented by way of a delegate in more than one Iwi Rūnanga. The members of that hapū are entitled to participate in more than one election to elect their hapū representatives as Rūnanga Delegates.

Claimant Community			
[Elect Delegates]			
Te Rūnanga o Ngāi Te Ohuake	Te Rūnanga o Ngāti Hauiti	Te Rūnanga o Ngāti Whitikaupeka	Te Rūnanga o Ngāti Tamakōpiri
Rūnanga Delegates			
[Appoint 2 Trustees/Rūnanga plus Tumu Mōkai]			
Mōkai Pātea Waitangi Claims Trust (9 trustees)			

D. The Hapū of Mōkai Pātea Nui Tonu

9. The Hapū of Mōkai Pātea Nui Tonu are as follows:

(a) **Ngāi Te Ohuake:**

- (i) Ngāti Hau, Ngāti Tamakorako, Ngāti Hinemanu*, Ngāti Honomōkai*, Ngāi Te Upokoiri*, Ngāi Te Ngāruru, Ngāti Paki.

(b) **Ngāti Hauiti:**

- (i) Ngāi Te Ngahoa, Ngāti Ruaanga, Ngāti Haukaha, Ngāti Tamatereka, Ngāti Hora, Ngāti Tumokai*, Ngāti Hinetio, Ngāti Hinemanu*, Ngāi Te Upokoiri (II), Ngāti Whiti-Hauiti, Ngāti Rangiwahiaio.

(c) **Ngāti Whitikaupeka:**

- (i) Ngāti Whiti Tūturu, Ngāti Whiti-Hauiti, Ngāti Whiti-Tama, Ngāi Te Upokoiri*, Ngāti Honomōkai*, Ngāi Tautahi.

(d) **Ngāti Tamakōpiri:**

- (i) Ngāti Tuope, Ngāti Tamakaiaorangi, Ngāti Hinetai, Ngāti Tamapinea, Rangitoea, Ngāti Tamawhiti, Ngāti Tama Tūturu, Ngāti Te Taenui, Ngāti Tūtakaroa*, Ngāti Tamakaitangi, Hikakainga.

* denotes that the hapū is a shared hapū.

10. A whakapapa chart depicting the main lines of Mōkai Pātea Nui Tonu is set out at **Appendix A**.

11. A structural chart depicting the claimant community, the four Iwi Rūnanga and their respective hapū, and the Trust, is set out at **Appendix B**.

12. The Trust will only negotiate the settlement of the historical claims of Ngāti Hinemanu to the extent that they are based on:

- (a) descent from the mother of Hinemanu, who was Punākiao, (of Ngāi Te Ohuake); or
- (b) descent from the husband of Hinemanu, who was Tautahi (of Ngāti Whitikaupeka, Ngāti Hauiti and Ngāi Te Ohuake).

13. The Trust will only negotiate the settlement of the historical claims of Ngāti Upokoiri to the extent that they are based on descent from the husband of Te Upokoiri, who was Rangituouru of Ngāi Te Ohuake (through Honomōkai) and of Ngāti Whitikaupeka and Ngāi Te Ohuake (through Wharepurakau).

14. The Trust will only negotiate the settlement of the historical claims of Ngāti Honomōkai to the extent that they are based on descent from the mother of Honomōkai, who was Punakiao of Ngāi Te Ohuake.

The Hapū seats of each Iwi Rūnanga

Te Rūnanga o Ngāi Te Ohuake									
Hapū Seats (x10)									
Hau	Tamakorako	Te Upokoiri	Hinemanu (Te Ngahoa)	Hinemanu (Tukokoki)	Hinemanu (Pakake)	Hinemanu (Tarahe)	Honomōkai	Te Ngāruru	Paki

Te Rūnanga o Ngāti Hauiti										
Hapū Seats (x11)										
Te Ngahoa	Ruaanga	Te Upokoiri (ii)	Haukaha	Tamatereka	Hora	Tūmokai	Hinetio	Hinemanu	Whiti- Hauiti	Rangi- whaiao

Te Rūnanga o Ngāti Whitikaupeka					
Hapū Seats (x6)					
Whiti- Tūturu	Whiti-Tama	Whiti-Hauiti	Honomōkai	Te Upokoiri	Tautahi

Te Rūnanga o Ngāti Tamakopiri										
Hapū Seats (x11)										
Tuope	Tama- kaiorangi	Hinetai	Tamapinea	Rangitoea	Tama-Whiti	Tama- Tūturu	Te Taenui	Tūtakaroa	Tamakai- tangi	Hika- kainga

E. Area of Interest

15. Mōkai Pātea Nui Tonu exercised, and continues to exercise, mana and tino rangatiratanga over their ancestral lands. Mōkai Pātea Nui Tonu operated their affairs independently from other Iwi in accordance with tikanga and occupied the lands within their rohe.
16. **Appendix C** is the consolidated Area of Interest map for Mōkai Pātea Nui Tonu.
17. The Area of Interest of each of the four Iwi and their respective hapū is represented by the maps which are attached as follows:
- (a) **Appendix D**, being the Area of Interest of Ngāi Te Ohuake;
 - (b) **Appendix E**, being the Area of Interest of Ngāti Hauiti;
 - (c) **Appendix F**, being the Area of Interest of Ngāti Whitikaupeka; and

(d) **Appendix G**, being the Area of Interest of Ngāti Tamakōpiri.

18. The recognised marae and papakāinga of Mōkai Pātea Nui Tonu are as follows:

IWI	MARAE	PAPAKĀINGA
Ngāi Te Ohuake	Winiata (Ngāti Hinemanu/Ngāti Paki)	Awarua (Mōkai) Pokopoko
Ngāti Hauiti	Tāhuhu Rātā Winiata (Ngāti Hinemanu)	Utiku Otara Pourewa
Ngāti Whitikaupeka	Te Riu o Puanga Moawhango	Makokomiko Matuku
Ngāti Tamakōpiri	Opaea Kaiewe	Tūrangārere Komakoriki

19. It is recognised that:

- (a) the list of marae and papakāinga above is not exclusive and the Trust acknowledges that those who affiliate to Mōkai Pātea Nui Tonu may aspire to revive dormant marae or to establish new marae; and
- (b) Mōkai Pātea Nui Tonu have a positive working relationship with Rongomaraeroa-o-Ngā-Hau-e-Whā Marae based at the Waiouru Army Camp, based on the mana whenua interests of Ngāti Tamakōpiri in the Rangipō-Waiū and Rangipō-Waiū No.2 blocks (shared with Ngāti Rangi) and the mana whenua interests of Ngāti Tamakōpiri and Ngāti Whitikaupeka in the Ōruamātua-Kaimanawa blocks.

20. Mōkai Pātea Nui Tonu Area of Interest incorporates the following land blocks:

- Ōruamātua-Kaimanawa;
- Owhāoko B;
- Owhāoko C;
- Owhāoko D;
- Tīmahanga;
- Te Koau;
- Awarua o Hinemanu;
- Aorangi (Awarua);
- Mangaohane;
- Motukawa No 2;
- Awarua;
- Otumore;
- Mangoira;
- Otamakapua;
- Otairi No 1;

- Otairi No 4;
 - Rangatira Hapopo; and
 - Taraketi.
21. Mōkai Pātea Nui Tonu recognise and acknowledge their shared interests with other Iwi in the following land blocks:
- Rangipō Waiū;
 - Rangipō Waiū No 2;
 - Waitapu;
 - Rangitīkei Turakina;
 - Paraekaretu;
 - Rangitīkei Manawatū; and
 - Te Ahuaturanga.

F. Overlapping Claims

22. The Trust acknowledges the whanaungatanga of Mōkai Pātea Nui Tonu with other neighbouring Iwi and hapū.
23. In the context of those who have raised potential overlapping interests in the Mōkai Pātea Nui Tonu Area of Interest, the following list of overlapping groups has been taken from statements of claim filed in the Wai 2180 inquiry. The list does not necessarily represent an acceptance by the Trust of the extent or nature of the interests asserted by these groups.
- Ngāti Tūwharetoa, including Ngāti Waewae;
 - Ngāti Rangi;
 - Heretaunga-Tamatea;
 - Ngā Hapū o Ahuriri;
 - Rangitāne;
 - Ngāti Apa;
 - Ngāti Hotu;
 - Ngāti Raukawa ki te Tonga, including Ngāti Kauwhata;
 - Muaūpoko;
 - Ngāti Pīkiahū;
 - Ngāti Hikairo;
 - Te Korowai o Wainuiārua (Ranginui and Ranginui-Tamakehu); and
24. Prior engagement between the Trust and the Crown on overlapping claims issues has related to:
- He Toa Takitini (Heretaunga-Tamatea Claims Settlement Trust)
 - Mana Ahuriri Incorporated
 - Te Kotahitanga o Ngāti Tūwharetoa
 - Tanenuiarangi Manawatu Incorporated

- Rangitāne o Wairarapa and Rangitāne Tamaki nui-ā-Rua
- Te Rūnanga o Ngāti Apa
- Ngāti Rangi Trust; and
- Uenuku Charitable Trust.

25. Memoranda of Understanding have been entered into between Iwi Rūnanga and the Trust and some of the groups who represent Iwi with overlapping interests. Those memoranda are as follows:

Memorandum	Other Parties	Status
Te Waiū	Ngāti Tūwharetoa Ngāti Rangi	Signed
Te Hautapu	Ngāti Rangi	Awaiting signoff
Ahuriri Hapū	Mana Ahuriri	Signed
Heretaunga-Tamatea	He Toa Takitini	Signed
Pourewa	Ngāti Apa	Signed

G. Waitangi Tribunal Process and Comprehensive Negotiations

26. The Waitangi Tribunal is currently hearing the claims of the Taihape district, under Wai 2180 (Taihape: Rangitikei ki Rangipō District Inquiry).
27. The Trust seeks to negotiate and settle all the historical Treaty claims of Mōkai Pātea Nui Tonu, whether registered with the Waitangi Tribunal or not, for Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi that occurred prior to 21 September 1992, insofar as the claims relate to the claimant community, including:
- Wai 263;
 - Wai 378;
 - Wai 382;
 - Wai 385;
 - Wai 400;
 - Wai 401;
 - Wai 581;
 - Wai 588;
 - Wai 647;
 - Wai 662;
 - Wai 1196;
 - Wai 1632;
 - Wai 1639;
 - Wai 1705;
 - Wai 1835;
 - Wai 1868;

- Wai 1888;
- Wai 2157.

28. This list is subject to aggregation directions from the Waitangi Tribunal or other amendments to claims within the Inquiry District.
29. The Trust acknowledges that there are some within the claimant community who prefer to continue with Waitangi Tribunal hearings rather than direct negotiations with the Crown. It is expected that the timing of the Crown's consideration of the recognition of the Trust's mandate is likely to have occurred by the time all Wai claimants have had the opportunity to be heard in the Wai 2180 Taihape inquiry. The Minister has confirmed the ability of the Trust to continue with negotiations and also participate in the remaining stages of the Waitangi Tribunal process. Nevertheless, the Trust acknowledges that the negotiation and settlement of historical claims will have an impact on the Waitangi Tribunal Wai 2180 inquiry. The Trust will continue to keep the Tribunal, Crown Forestry Rental Trust and claimants to the inquiry, informed as to negotiation progress, by way of:
 - (a) Quarterly written updates;
 - (b) Regular updates as negotiation milestones are reached; and
 - (c) The establishment of a Claimant Forum which is open to representatives of individual Wai claims and which will meet as required to receive information concerning the negotiation process and provide feedback as to how the needs and aspirations of individual claimants can be accommodated within the negotiation process.
30. The Trust further acknowledges that there has been a group who affiliate to Ngāti Hinemanu and Ngāti Paki and who have expressed their concern at a mandating and negotiation process and structure of the Trust which they regard as not appropriately reflecting their needs.
31. The Trust:
 - (a) Acknowledges the social and political importance of Ngāti Hinemanu as a significant entity within the Mōkai Pātea rohe, both historically and today, and this is recognised through the ability of those of Ngāti Hinemanu decent to affiliate to, and hold hapū representation in, three of the four Iwi Rūnanga (in Te Rūnanga o Ngāti Hauiti, Te Rūnanga o Ngāi Te Ohuake and Te Rūnanga o Whitikaupeka through Ngāi Tautahi); and
 - (b) Acknowledges the particular pain and grievance experienced by the descendants of Winiata Te Whaaro, being primarily of Ngāti Paki descent, following the destruction of Pokopoko by the Crown. This is recognised by:
 - (i) the Trust's Pokopoko Redress Strategy to be developed with Ngāti Paki descendants in accordance with Ngāti Paki tikanga, based on the principle that those who have suffered particular

grievances from Crown acts or omissions, are entitled to particular and specific remedies; and

- (ii) the ability of those of Ngāti Paki descent to affiliate to, and hold hapū representation in, Te Rūnanga o Ngāi Te Ohuake.
- (c) Acknowledges that there have been claims raised in the Waitangi Tribunal by some who affiliate to Ngāti Hinemanu and Ngāti Paki to forests within the Kawekas and Gwavas. To the extent that the Tribunal reaches findings that hapū hold customary interests in either/both of the Kaweka and/or Gwavas CFLs, which have not otherwise been recognized in settlements, then the Trust will negotiate and settle those customary interests as follows:
- (i) By developing a specific Kaweka/Gwavas redress strategy in negotiation with those hapū who hold those customary interests in accordance with their tikanga; and
 - (ii) By negotiating and settling those claims to the fullest extent possible including (if warranted) a settlement that is not constrained by the current 10% which has been set aside by the Crown;
 - (iii) By acknowledging that those who have suffered particular grievances from Crown acts or omissions in relation to those claims, are entitled to particular and specific remedies.
32. The Trust advertised a draft mandate strategy in December 2017 on which submissions and feedback was received. As a result, the Trust agreed to enter into a Crown facilitated process with the Ngāti Hinemanu and Ngāti Paki Heritage Trust. The four-facilitation hui that occurred through 2018 were conducted on a without prejudice basis to allow the parties to openly discuss options as to how the mandate strategy could accommodate and respond to the issues and concerns raised during the submission period.
33. After further analysis of the proposed Mōkai Pātea mandate structure and facilitation hui discussions, the Trust has amended its mandate strategy with particular reference to how those of Ngāti Hinemanu descent should be accommodated within the representation structure of Mōkai Pātea Nui Tonu. This analysis has been guided by delegates of Te Rūnanga o Ngāi Te Ohuake, and has been the subject of a Ngāti Hinemanu engagement strategy. It is considered appropriate for the four children of Hinemanu to each have a dedicated hapū delegate seat within Te Rūnanga o Ngāi Te Ohuake. The two Figures below show the original hapū structure for Te Rūnanga o Ngāi Te Ohuake and the amended new structure for that Rūnanga based on the children of Hinemanu.

Figure #1: Te Rūnanga o Ngāi Te Ohuake - original structure with Hinemanu hapu representation

Te Rūnanga o Ngāi Te Ohuake						
Hapū Seats (x7)						
Hau	Tamakorako	Te Upokoiri	Hinemanu	Honomōkai	Te Ngāruru	Paki

Figure #2: Te Rūnanga o Ngāi Te Ohuake - new structure with additional Hinemanu hapu seats based on her children's lines

Te Rūnanga o Ngāi Te Ohuake									
Hapū Seats (x10)									
Hau	Tamakorako	Te Upokoiri	Hinemanu (Te Ngahoa)	Hinemanu (Tukokoki)	Hinemanu (Pakake)	Hinemanu (Tarahe)	Honomōkai	Te Ngāruru	Paki

34. The Trust continues to engage with those of Ngāti Hinemanu descent on this new structure. The purpose of the engagement is to ensure that Ngāti Hinemanu is given an opportunity to be directly informed about a representation change that directly affects them, so that they can participate in mandate voting with an informed mind. Engagement has been occurring with:

- (a) Ngāti Hinemanu whānau, through hui and key messaging on social media and the Trust website, and at Hui-a-Hapū for Ngāti Hinemanu; and
- (b) Ngāti Hinemanu ki Omahu, by way of consultation and hui.

H. Structure of the Trust Seeking Mandate

35. The structure of the Trust seeking a mandate is based on the following key principles:

- (a) That the Trust promotes the recognition and advancement of the hapū of Mōkai Pātea Nui Tonu by way of their Iwi Rūnanga;
- (b) That those whānau and hapū who suffered particular prejudice and loss from particular breaches by the Crown of Te Tiriti o Waitangi are entitled to specific and tangible redress;
- (c) That the Trust will be a collective decision-making forum based on equal representation from each of its four Iwi Rūnanga and their respective hapū; and
- (d) That individuals who affiliate by verified whakapapa to Mōkai Pātea Nui Tonu can participate by way of voting in the negotiation and settlement of Treaty claims regardless of whether or not the individual chooses to register with the Trust.

36. The Mōkai Pātea Waitangi Claims Trust is seeking a mandate based on its track record of successfully representing the interests of Mōkai Pātea Nui Tonu in the context of Treaty of Waitangi hearings in the Waitangi Tribunal.
37. The Trustees shall be governed by the terms of the Trust Deed. The Trust is an incorporated Charitable Trust registered on 23 February 2011. A copy of the Trust Deed is attached as **Appendix H**.

Appointment of Trustees

38. The Trust is governed by a Trust Board consisting of a maximum of nine Trustees. The nine Trustees represent the collective interests of Mōkai Pātea Nui Tonu and are appointed by the Rūnanga Delegates as follows:
 - (a) The delegates of Te Rūnanga o Ngāi Te Ohuake appoint two Trustees;
 - (b) The delegates of Te Rūnanga o Ngāti Hauiti appoint two Trustees;
 - (c) The delegates of Te Rūnanga o Ngāti Whitikaupeka appoint two Trustees;
 - (d) The delegates of Te Rūnanga o Ngāti Tamakōpiri appoint two Trustees; and
 - (e) Together, the Delegates of the four Iwi Rūnanga may appoint, following due consultation with the Taumata Tikanga, one Trustee as the Tumu Mōkai trustee representing all of Mōkai Pātea Nui Tonu. The Tumu Mōkai will be responsible for ensuring the cultural safety of Trustees and Negotiation Team during the negotiations, by providing advice on tikanga, kawa and other matters of a cultural nature.
39. Subject to the initial rotation policy under the Trust Deed, the Trustees will remain in office for a term of four years, and are eligible for re-election, unless removed or disqualified in accordance with the Trust Deed.
40. The quorum for all meetings of Trustees shall be a majority of the Trustees who, for the time being, hold office pursuant to the Trust Deed, provided that there must be at least one Trustee present appointed from each Iwi Rūnanga for a quorum to have been reached.
41. The Trustees will meet to conduct business within each financial year. The Trustees may invite to such meetings whomever they may decide may assist them in their deliberations. All Trustee meeting decisions will be decided by a majority vote of Trustees present at a Trust Board meeting.
42. The Trustees determine by nomination and vote among themselves who will fill the role of Chairperson and Deputy Chairperson.
43. The current Trustees as appointed by delegates of each of the four Iwi Rūnanga are set out as follows:

Te Rūnanga o Ngāi Te Ohuake	Robert Martin Maraea Bellamy
Te Rūnanga o Ngāti Hauiti	Utiku Potaka (Chairperson) Thomas Curtis
Te Rūnanga o Ngāti Whitikaupeka	Barbara Ball (Deputy Chairperson) Te Rina Warren
Te Rūnanga o Ngāti Tamakōpiri	Hari Benevides Moirā Raukawa-Haskell
Joint appointment Tumu Mōkai	Ihakara Hunter

44. The Trustees will hold office on the terms set out in the Trust Deed.

Election of Rūnanga delegates

45. The process of election of Rūnanga Delegates to the Iwi Rūnanga under the Trust Deed is in two phases, as the Iwi Rūnanga increase their capacity for hapū voting:
- (a) Phase I voting (2019) is by way of publicly notified Hui-a-Iwi, where those aged 20 years of age or older who affiliates by verified whakapapa to the Mōkai Pātea iwi and hapū concerned may be eligible to be nominated as a Rūnanga Delegate; and where voting is by way of show of hands, open to all of those who are aged 18 years of age or older and affiliate by way of verified whakapapa to that Mōkai Pātea Iwi; and
 - (b) Phase II voting is for the election cycle four years later (2023), where Iwi Rūnanga will conduct a postal vote for the identified hapū seats.
46. Rūnanga Delegates remain in office for a term of four years from the date of the vote and are eligible for re-election unless removed or disqualified in a manner consistent with the process in the Trust Deed.

I. Accountability

47. The relationship between the Trust and the Iwi Rūnanga and their iwi/hapū members is two-way.
48. The Trust is accountable to the individual named claimants of those Waitangi Tribunal claims that it represents. The Trust will report in writing on a quarterly basis to the claimant community, and provide the opportunity for claimant community hui upon reasonable request. This includes specific accountability by way of redress strategies with those particular hapū, to be developed in consultation with those hapū.
49. The Trust will convene an Annual Trust Hui soon after the end of the Trust's financial year to report to the claimant community, and present:
- (a) The Trust's audited financial statements;

- (b) An Annual Report that reports on the Trust's activities for the year against the objectives of the Trust's Annual Plan for that year;
 - (c) An Annual Plan which sets out the Trust's objectives for the upcoming year; and
 - (d) All changes to Trustees as appointed by Rūnanga Delegates during the year.
50. Trustees are bound by the Trust Deed. All decisions will be made in accordance with the accountability provisions of the Trust Deed. In addition, the following principles will guide the Trust's accountability to the claimant community:
- (a) Continuous and regular engagement with the claimant community;
 - (b) Decision-making transparency with the claimant community; and
 - (c) Robust and accessible dispute resolution processes.
51. A separate bank account will be established by the Trust to manage Crown claimant funding contributions. The Trust will comply with the Office of Treaty Settlements' policy and process for the management of claimant funding.
52. The Trust has a communications strategy to keep the claimant community informed. The Trust has established a Facebook page and website to engage with whānau wherever they may reside. The Trust will use all technology and social media platforms available to disseminate progress reports on the settlement negotiations.
53. The Trust will present an initialled Deed of Settlement to the four Iwi Rūnanga of Mōkai Pātea and undertake a Deed of Settlement ratification process including online, and postal as well as ballot box voting at ratification hui around the motu.
54. The Trustees and Negotiators will be supported by a Taumata Tikanga of respected Iwi elders, who will provide cultural oversight and direction on the following matters:
- (a) Ensuring the quality and accuracy of the Trust's membership register and the register of members of the claimant community by verifying whakapapa to one of more of the Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri, and their respective hapū; and
 - (b) Providing quality advice and input into the cultural and customary association of Mōkai Pātea Nui Tonu, wāhi tapu, sites of significance, whakapapa and historical events.

J. Appointment and Proceedings of Negotiators

55. The Trust will appoint a Negotiation Team consisting of no more than four persons who will be responsible for the management of the Trust's Treaty settlement negotiations.

56. Nominees for the role of a Negotiator will complete a statutory declaration which will include:
- (a) Agreement to be bound by the Deed of Trust and policies and procedures concerning Negotiators; and
 - (b) Evidence as to how the nominee meets the guidelines for the appointment of Negotiators including geographical spread, fair representation of Iwi Rūnanga, the need for a balance of skills and expertise, and experience in negotiations.
57. The Trust will retain the ability to co-opt Negotiators for particular skills or for particular issues which may arise.
58. The Trust will provide for:
- (a) A process for the removal and replacement of Negotiators for due cause;
 - (b) A process for an annual review of Negotiators based on key performance indicators as set by Board Trustees;
 - (c) Policies for fair and transparent remuneration, and reimbursement of costs, of Negotiators; and
 - (d) Reporting and accountability processes for Negotiators to the Trust by way of monthly reports or more regularly whenever milestones are reached.
59. All acts, decisions and proceedings of the Negotiation team will be conditional on approval from the Trustees. Only the Trustees shall have the authority to submit a draft Deed of Settlement to the claimant community for ratification.
60. The Negotiation Team will be supported by an administrative group responsible for:
- (a) Assisting with the operational requirements of the negotiations;
 - (b) Ensuring the proper implementation of Trust policies and procedures;
 - (c) Ensuring compliance with negotiations work plans and timetables;
 - (d) Ensuring Negotiators' compliance with statutory requirements, the Trust's Deed and contractual obligations;
 - (e) Financial reporting; and
 - (f) Implementation of the Trust's Communications Strategy as set out in this mandate strategy.
61. The Negotiation Team will have authority to delegate negotiation tasks to committees established by the Negotiators, who are responsible and accountable back to the Negotiators.

K. Mōkai Pātea Register

62. The Trust has a Mōkai Pātea Members' Register (tribal membership database) which was initially established by the collation of all member information from each of the Iwi Rūnanga.
63. The Trust will maintain a Mōkai Pātea Register in accordance with Schedule Four of the Trust Deed, for the purposes of, inter alia:
- (a) Any elections required pursuant to Schedule One of the Trust Deed; and
 - (b) Communicating the progress of the Trust in its mahi and to allow the Trust to contact the claimant community; and
 - (c) Voting processes for mandate and settlement negotiation decisions by the claimant community, including those who do not wish to be registered.
64. The Trust has its own registration form and continues to grow and build the Trust's Register. Each registration is verified by the Membership Committee to verify the whakapapa of the applicant, before membership is confirmed. A copy of the Trust's registration and whakapapa verification form is provided in **Appendix I**.
65. The Trust acknowledges those who are members of the claimant community but who may not wish to register as members with the Trust. The Trust maintains a database of those unregistered members to ensure that they can be notified of, and participate effectively in, claimant community hui and decision-making. An unregistered member is entitled to participate in decisions concerning the mandate of the Trust (including decisions to amend or remove the mandate of the Trust) provided that person's whakapapa has been verified by the Membership Committee.

L. Mandating Hui Process

66. The following resolution will be put to all members of the claimant community aged 18 years and over at mandate hui and voting:

That the Mōkai Pātea Waitangi Claims Trust is mandated to represent the claimant community in negotiations with the Crown for the comprehensive settlement of all of the historical claims of Mōkai Pātea Nui Tonu.

67. Mandate hui will be held at the following locations:

Date	Start Time	Venue
Sat 15 June 2019	10am	Old Taihape Hospital Cafeteria, Hospital Road: Taihape
Sat 15 June 2019	5pm	Kingsgate Hotel, 397 Victoria Avenue: Whanganui
Sun 16 June 2019	1pm	The Porirua Club, Sports Room, 1 Lodge Place, Porirua, Wellington
Fri 21 June 2019	5.30pm	Tokaanu Hotel Conference Room, 525 State Highway 4,

		Tokaanu, Turangi
Sat 22 June 2019	11am	Taradale Town Hall, Lee Road, Taradale: Hawkes Bay
Sun 23 June 2019	11am	Holiday Inn Auck Airport, 2 Ascot Road, Mangere: Auckland

68. The mandate hui advertisement has been developed from the Crown template. Mandate hui advertisement, including all hui details and available voting options (online and postal) will be advertised as follows:
- (a) In local, regional and national newspapers including the Dominion Post, the NZ Herald, the Whanganui Chronicle, the Christchurch Press, Hawkes Bay Today, and the Waikato Times;
 - (b) Through social media platforms including the Trust's website, the Trust's Facebook page, and social media outlets of each of the Iwi Rūnanga constituent entities; and
 - (c) By way of Iwi, rūnanga, hapū, whānau networks, fun-day events, land trust meetings, sports and cultural events.
69. Mandate hui advertisements/pānui will also be distributed to Mōkai Pātea members, via the current preferred contact options held for each adult member in the Trust's Members' Register. It is the obligation of those on the membership list to ensure that the Trust is notified of the member's change of contact details.
70. The Trust will use Election Services NZ to manage the mandate voting process, including mandate hui, online and postal voting.
71. The mandate hui will include the following agenda items:
- (a) Purpose of the Mandate Hui;
 - (b) Summary of Mōkai Pātea Nui Tonu history and identity, relationship with the Crown and key grievances and Treaty claims;
 - (c) How the hapū of Mōkai Pātea Nui Tonu are represented through the Iwi Rūnanga structure and the Trust;
 - (d) Presentation of the Mandate Resolution and voting process;
 - (e) A question and answer session;
 - (f) Voting: Mandate Resolution (as above); and
 - (g) General update on Trust activities.

M. Mandating Voting Process

72. Voting will be open to all members of the claimant community and who are aged 18 years or over at the date of advertisement of the mandate voting process. A person who has had their whakapapa verified by the Membership Committee as a member of the claimant community is entitled to vote regardless of whether or not the voter is registered with the Mōkai Pātea Waitangi Claims Trust.
73. Members of the claimant community will be able to vote in four ways:
- (a) Postal voting using prepaid return envelopes; or
 - (b) Online voting using a unique identifier; or
 - (c) Voting by using ballot boxes at mandate hui; or
 - (d) Voting via a special vote for those who have not had their whakapapa verified as at the voting date, if the vote is accompanied by an application for verification, which must be processed within 5 working days.

Postal voting and electronic voting

74. All eligible members of the claimant community are encouraged to register on the tribal register to be held by the Trust in order to be informed and participate fully in decision making. Trust members enrolled on the Trust members database will be sent by post and/or email (if an email address is provided) a voting pack containing mandate information at the beginning of the voting period.
75. Voters will also be able to vote through online electronic methods, with details given on the voting form. The information provided in the voting pack will be similar to the information provided at the mandate hui.

Votes Submitted at Mandate Hui

76. If Trust members have not already submitted a vote through the other voting methods, eligible voters will be able to submit their votes at the mandate hui by casting their voting paper in the ballot box provided. At each mandate hui a secure ballot box will be provided for this purpose. Members of the claimant community will also be able to place a special vote at the hui in accordance with the clauses below.
77. Crown observers will be invited to all mandate hui. A full attendance record, with the attendee's signature, will be taken at each mandate hui to avoid the risk of double voting.

Special Votes

78. Where a person has not registered before the start of the voting period and wishes to do so, they can contact the Independent Returning Officer to say that they want to vote in the mandate process. They will be sent a voting pack which will include a registration form and a special voting form. Alternatively, an

allocated person, under the supervision of the Independent Returning Officer, can provide these at the mandate hui.

79. The special voting papers must be marked with a provisional number for the applicant for registration and this will be their voting identification number. These numbers should be easily distinguishable from the voting identification numbers for registered voters and a register of all special votes will be kept.
80. The applicant must send their registration form together with the special voting form or vote as provided at the mandate hui.
81. Members of the claimant community who do not wish to register but wish to vote can contact the Independent Returning Officer. They will be sent a whakapapa verification form and a special voting form which allows the applicant to elect to not be registered as a member of the Trust. Alternatively, an allocated person, under the supervision of the Independent Returning Officer, can provide these at the mandate hui. Special votes will not be counted unless a registration form or whakapapa verification and a special voting form has been received on or before the last day for receipt of voting papers. Special votes will be subject to verification that the voter is aged 18 years and over and fits within the definition of the claimant community. Verification will be carried out by the Mōkai Pātea Membership Committee, being those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust.
82. Voters must complete a special voting form if they:
 - (a) Register on the Trust members database during the voting period but before the closing date of voting;
 - (b) Are currently not registered with the Trust, and wish to vote but do not want to register with the Trust;
 - (c) Did not receive their voting pack in the mail; or
 - (d) Do not have their voting paper they received in the mail and therefore want to cast their vote at the mandate hui.
83. An allocated person under the supervision of the independent returning officer will be present at each formal mandate hui to accept special votes and give instructions to members of the claimant community who wish to vote this way.

Replacement voting papers

84. If any requests are received for replacement voting papers, the Independent Returning Officer will send out a new voting pack and record that they have done so on the voting register. Alternatively, an allocated person under the supervision of the Independent Returning Officer can provide replacement voting papers at the formal mandate hui. Ideally, the Independent Returning Officer, the allocated person or voter should write on the original paper that it is no longer valid as a replacement has been issued. The replacement voting paper

should be marked “replacement” so that in the event both papers are submitted, the Independent Returning Officer will know to only count the replacement.

N. Dispute Resolution Process / Amendment / Withdrawal

85. The Trust will maintain a transparent and robust dispute resolution process:
- (a) For registration and whakapapa disputes, these will be first referred to those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust, and with the assistance of the Trust’s Taumata Tikanga. If resolution is not achieved, the dispute resolution process will be as set out in clause 19 of the Deed;
 - (b) Complaints regarding accountability, appointment of Trustees or appointment of Negotiators will require the complaint to be tabled in writing to the Chair of the Trust, with appropriate supporting information, and the Trust seek to resolve the dispute, or will within 30 working days appoint a Disputes Committee as per clause 19 of the Deed; and
 - (c) The Trust will determine whether it is appropriate for the issue(s) to go to a publicly notified hui of the claimant community, or that section of the claimant community most affected by the complaint, and in so doing, will consult in good faith with the complainant.

Amending or removal of mandate and hapū withdrawal

86. In the case where an objecting party seeks to amend or remove the mandate of the Trust (whether raised by individuals or a hapū grouping), then a written notice from the objecting party must be addressed to the chairperson of the Trust, signed by at least 200 persons who are verified members of the claimant community, which identifies the concerns of the objecting party.
87. In the case where an objecting party seeks to withdraw a hapū or Iwi from the mandate, then a written notice from the objecting party must be addressed to the chairperson of the Trust, signed by at least 50 persons who are verified members of the relevant hapū or Iwi, which identifies the concerns of the objecting party.
88. Upon receipt of a written notice under clauses 86 or 87, the Trust shall initiate its dispute resolution process in clauses 85(b) and (c) above. If the dispute is then unresolved, then:
- (a) an objecting party seeking to amend or withdraw the mandate shall call at least six publicly notified hui, consistent with the requirements in clause 89;
 - (b) an objecting party seeking to exercise hapū withdrawal shall call at least two publicly notified hui, consistent with the requirements in clause 89.
89. The hui referred to in clause 88 will comply with similar notification requirements as set out in the mandate strategy for mandate hui, (with the responsibility of obtaining funding for the hui to lie with the objecting party) namely:

- (a) The objecting party shall publicly notify the hui at least three weeks in advance, and distribute hui information to the Mōkai Pātea claimant community (in the case of amendment or removal of the mandate) or to the verified members of the relevant hapū or Iwi (in the case of a hapū withdrawal proposal), at their last known address;
- (b) The hui information provided prior to, and during the hui, is to include a summary of the concerns raised, the basis of support for the objecting party, and the purpose of the hui including any proposed resolution, and the likely impact and consequences of the action. The hui information shall also include a statement from the Trust giving its perspective on the concerns raised;
- (c) The objecting party shall extend an invitation to Te Puni Kōkiri to attend as an independent observer;
- (d) Voting on a resolution to amend or remove the Trust's mandate will be open to those who are registered and unregistered members of the claimant community (aged 18 years and over). For those who are unregistered members, the right to vote will be determined if their whakapapa has been duly verified by the Mōkai Pātea Membership Committee;
- (e) Voting on a resolution to exercise hapū withdrawal from the mandate will be open to those who are registered and unregistered members of the relevant hapū concerned (aged 18 years and over). For those who are unregistered members, the right to vote will be determined if their whakapapa to the relevant hapū has been duly verified by the Mōkai Pātea Membership Committee;
- (f) Voting shall be conducted in a manner as consistent as practicable with the process as set out in this mandate strategy including the requirement for postal/electronic voting, voting at hui, and the provision for special votes.
- (g) A 75% majority is required to vote in favour of a process to initiate an amendment to, or removal of, the Trust mandate or to approve hapū withdrawal. If the 75% threshold is not reached, but there remains concerns, then the Trust shall consult with the Office of Māori Crown Relations – Te Arawhiti and Te Puni Kōkiri as to next steps; and
- (h) The outcome of the hui be notified to the Office of Māori Crown Relations – Te Arawhiti and Te Puni Kōkiri including future steps to be followed and potential impact(s) on negotiations.

O. List of Appendices

- A.** Whakapapa depicting main lines of Mōkai Pātea Nui Tōnu
- B.** Chart of Iwi Runanga and their respective hapū
- C.** Area of Interest of Mōkai Pātea Nui Tōnu
- D.** Area of Interest of Ngāi Te Ohuake
- E.** Area of Interest of Ngāti Hauiti
- F.** Area of Interest of Ngāti Whitikaupeka
- G.** Area of Interest of Ngāti Tamakōpiri
- H.** Mōkai Pātea Waitangi Claims Trust Deed of Trust
- I.** Registration Form and whakapapa verification form