



NGAATI WHANAUNGA

and

THE CROWN

AGREEMENT IN PRINCIPLE EQUIVALENT

July 2011

INTRODUCTION - SETTLEMENT STRUCTURE

1. The Iwi of Hauraki¹ entered into a Framework Agreement between the Hauraki Collective and the Crown dated 1 October 2010.
2. The Framework Agreement and Agreement in Principle Equivalents represent incremental steps towards a comprehensive Deed of Settlement between the Crown and the Iwi of Hauraki.
3. The Deed of Settlement will settle all Historical Claims² under the Te Tiriti o Waitangi / the Treaty of Waitangi³ in the Hauraki region which arise from the whakapapa of each of the Iwi of Hauraki.
4. As a consequence of the Deed of Settlement, each of the Iwi of Hauraki will be entitled to a range of Treaty settlement redress.
5. The Crown and the Iwi of Hauraki acknowledge that the ultimate structure of a settlement with the Iwi of Hauraki is yet to be agreed, and will be developed in the course of negotiations. Thus, for example, it is not yet agreed whether there will be multiple deeds of settlement or a single deed of settlement with iwi specific redress.⁴
6. This Agreement in Principle Equivalent comprises both collective and iwi specific chapters and includes:
 - a. redress agreed to by the Crown;
 - b. redress the Crown is willing to explore; and
 - c. redress the Hauraki Collective and Ngaati Whanaunga seek.
7. The Crown acknowledges that the Collective and Ngaati Whanaunga has the right to seek redress, but notes that some of the redress iwi seek is outside current government policy.
8. Ngaati Whanaunga is party to the Hauraki Collective Framework Agreement and is undertaking iwi specific negotiations in respect of its interests.
9. Ngaati Whanaunga is party to the Hauraki Collective Framework Agreement and is undertaking iwi specific negotiations in respect of its interests. Ngaati Whanaunga is also part of the Tāmaki Collective, signing a Framework Agreement in February 2010. The redress provided to Ngaati Whanaunga through its various iwi specific and collective settlements will together settle the historical Treaty of Waitangi claims of Ngaati Whanaunga.

¹ Ngāi Tai ki Tāmaki, Ngāti Hako, Ngāti Hei, Ngāti Maru, Ngāti Pāoa, Ngāti Porou ki Hauraki, Ngāti Pūkenga, Ngāti Rahiri Tumutumu, Ngāti Tamaterā, Ngāti Tara Tokanui, Ngāti Whanaunga and Te Patukirikiri.

² As defined, below.

³ Attached as Appendix 4.

⁴ And all references to the singular form therefore import the plural.

CHAPTER 1 - HAURAKI COLLECTIVE SECTION

PART 1 - HISTORICAL ACCOUNT, CROWN ACKNOWLEDGEMENTS AND CROWN APOLOGY

Historical Account

10. The Hauraki Collective Historical Account will include the following themes and other matters to be agreed:

- a. Iwi of Hauraki and the Crown;
- b. Te Tiriti o Waitangi / the Treaty of Waitangi;
- c. Pre-1840 transactions and pre-emption waiver purchases;
- d. Crown purchases: 1840-1865;
- e. War;
 - i. Crown military action in Hauraki;
 - ii. Crown naval blockade of Tikapa Moana;
- f. Raupatu (Katikati-Te Puna / Central and East Waikato / South Auckland);
- g. Gold and the opening of goldfields in Hauraki;
- h. Native Land Court: individualisation of tribal title, and costs of title determination;
- i. Te Reo Maaori me ona tikanga;
- j. Crown purchase policy and legislation – 19th and 20th centuries:
 - i. Reihana and indebtedness;
 - ii. Crown use of pre-emption;
 - iii. timber licenses;
- k. marginalisation and protest: 19th and 20th centuries – including goldfields, and foreshore and seabed;
- l. Tāonga and wāhi tapu;
- m. Natural resources, including water and minerals;
- n. drainage of Hauraki Plains;
- o. rates and roads;
- p. public works and compulsory taking of land;
- q. Tikapa Moana and Te Tai Tamahine;
- r. landlessness and social deprivation;
- s. access to medical treatment and medicines;
- t. access to education;
- u. Iwi of Hauraki diaspora and urbanisation; and
- v. other socio-economic impacts.

11. The Hauraki Collective also seeks that the Historical Account includes the following statements:

- a. the Crown waged war against its Treaty Partner, the Iwi of Hauraki;
- b. the Crown's military invasion of Hauraki and related actions were unlawful;
- c. the Crown's naval blockade of Tikapa Moana and related actions were unlawful;
- d. the Crown destroyed the tribal land holding in Hauraki;
- e. the Crown unilaterally suspended the rule of law when inconvenient foreshore and seabed decisions were made by the Judiciary;
- f. the Crown pursued predatory land policy and legislation in the 19th and 20th centuries; and
- g. the land loss suffered by the Iwi of Hauraki at the hands of the Crown resulted in tribal devastation and poverty.

Crown acknowledgements

12. The Deed of Settlement will contain a full set of Crown acknowledgements that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

13. The Deed of Settlement will include the following Crown acknowledgements:

- a. the Crown had a duty of active protection to ensure that there was sufficient land holding retained by the Iwi of Hauraki for their future sustenance and growth and that its failure to ensure they retained possession of adequate land constituted a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
- b. there was large scale and rapid Crown purchasing of Iwi of Hauraki land in the latter part of the 19th century. The Crown acknowledges that Crown purchasing contributed to the overall landlessness of the Iwi of Hauraki and this failure to ensure retention of sufficient land holding by the Iwi of Hauraki constituted a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles; and
- c. that the application of the confiscation policy in respect of land in East Wairoa and central Waikato (Maramarua) was unjust and in breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

14. Furthermore, it is envisaged that the Deed of Settlement will include the Treaty breach acknowledgements made during Stage I of the Tauranga Moana Inquiry insofar as they relate to the Hauraki region, including acknowledgements with respect to:

- a. perceptions of rebellion and the subsequent confiscation of lands;
- b. the failure to provide reserves; and
- c. certain public works takings.

Crown apology

15. The Deed of Settlement will contain a Crown Apology for the acknowledged Crown breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

PART 2 - CULTURAL REDRESS

16. The Crown and the Hauraki Collective will explore, for possible inclusion in the Deed of Settlement, the following types of cultural redress, that are being sought by the Hauraki Collective:

- a. land transfers;
- b. statutory instruments, including:
 - a. overlay classifications;
 - b. statutory acknowledgements, including:
 - coastal statutory acknowledgements;
 - river statutory acknowledgements and deeds of recognition;
 - maunga statutory acknowledgements and deeds of recognition; and
- c. deeds of recognition;
- d. relationship agreements such as resource co-governance arrangements and protocols;
- e. access to cultural resources, including nohoanga and other arrangements;
- f. plans for management of resources; and
- g. official geographic name changes.

Land transfers

17. The Hauraki Collective seeks:

- a. the fee simple vesting of Crown owned parts of Moehau and Te Aroha Maunga;
- b. the fee simple vesting of other Crown lands of ancestral, spiritual and cultural significance to the Hauraki Collective, including Crown land administered by the Department of Conservation / Whenua Kura (conservation land), maunga and motu;
- c. other cultural lands to be returned to the Hauraki Collective for cultural purposes;
- d. the best endeavours of the Crown to facilitate requests by the Iwi of Hauraki to local authorities for the transfer of ancestral lands.

Co-governance and related arrangements

18. The Crown and the Hauraki Collective will continue to explore, further to the Framework Agreement, co-governance and other similar arrangements including in respect of:

- a. the Waihou River and Piako River catchments, which includes the Ohinemuri River, with the Waikato Regional Council and the local authorities in those catchments;
- b. the rivers and waterways of the Coromandel Peninsula with the Waikato Regional Council and the local authorities in those catchments;
- c. conservation land / Whenua Kura in the Hauraki region with the Department of Conservation.

19. The Waikato-Tainui settlement provides for co-governance arrangements, which have now been implemented through the Waikato River Authority, in parts of the Whangamarino system, and Mangatawhiri and Mangatangi streams. The Iwi of Hauraki are not included in those co-governance arrangements.

20. The Hauraki Collective seeks recognition of their interests in the Whangamarino system, and Mangatawhiri and Mangatangi river catchments.

21. The Crown and Hauraki Collective will explore arrangements such as:

- a. formal Conservation Board representation;
- b. formal Hauraki Gulf Forum representation; and
- c. a relationship agreement issued by the Minister of Conservation.

22. The Hauraki Collective also seeks co-governance arrangements over Tikapa Moana (the Hauraki Gulf) and Te Tai Tamahine (the Coromandel East Coast), including harbours and waterways, with the Waikato Regional Council and other local authorities with responsibilities in those coastal marine areas.

Freshwater and marine fisheries

23. The Iwi of Hauraki assert mana moana and kaitiaki responsibilities over fisheries in Tikapa Moana and Te Tai Tamahine, and seek arrangements that reflect those direct relationships.

24. The Ministry of Fisheries will explore with the Iwi of Hauraki the development of a protocol that will set out how the Ministry and the Iwi will engage in the future, to recognise and provide for the Iwi input and participation into sustainability and processes that relate to freshwater and marine fisheries managed under the Fisheries Act.

25. The Ministry of Fisheries will also explore other mechanisms with the Hauraki Collective that may recognise the interests of the Hauraki Collective in marine and freshwater fisheries in Tikapa Moana and Te Tai Tamahine, and the waterways of Hauraki.

Other Crown protocols

26. The Deed of Settlement will provide for protocols issued by Ministers setting out the way in which specific government agencies will interact with the Iwi of Hauraki in the future. Protocols issued by the following Ministers will be explored:

- a. Minister of Energy; and
- b. Minister for Arts, Culture and Heritage.

Relationships with other agencies

27. The Hauraki Collective seeks meaningful relationships with other agencies and the Crown and the Hauraki Collective will explore how the Crown can facilitate these relationships.

Te Reo Maaori and tāonga

28. The Hauraki Collective seeks redress in respect of the following matters:

- a. Te Reo Maaori me ona tikanga; and
- b. enhancement and return of all forms of tāonga.

Geographic name changes

29. The Crown and Hauraki Collective will explore amending or assigning an agreed list of place names of significance to the Iwi of the Hauraki Collective:

- a. in consultation with the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa); in accordance with the requirements of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, and the orthographic conventions of Te Taura Whiri i te Reo Maaori (the Maaori Language Commission); and
- b. as included in the Deed of Settlement.

PART 3 - FINANCIAL REDRESS

Crown financial redress offer

30. The Crown will make a financial redress offer during negotiations to the Hauraki Collective for the settlement of all Treaty claims of the Iwi of Hauraki in the Hauraki region.

Interest

31. The Crown will explore non-compounding interest accruing on the agreed financial redress amount from the date that amount is agreed to the day before settlement date.

Iwi Proportions

32. It is intended that the proportion for each of the Iwi of Hauraki to the financial redress will be agreed between the Iwi of Hauraki in a timely fashion. Failing that, on the basis that no agreement between the Iwi has been reached, the Crown will propose the proportions of the total financial redress offer it considers relates to each of the Iwi of Hauraki.

On-account payment and incentive

33. The Hauraki Collective seeks an incentive for collectivity over and above the financial redress amount as and when agreements are made.
34. The Crown will explore the Hauraki Collective's request for on account cash payments as and when agreements are made.

PART 4 - COMMERCIAL REDRESS

Crown forest lands

35. Once relevant Deed of Settlement have been ratified and become unconditional, the Hauraki Collective will have the right to purchase the following Crown Forest Licensed lands at market valuation with the associated accumulated rentals being passed on to the Hauraki Collective:
- a. Kauaeranga;
 - b. Tairua;
 - c. Waihou;
 - d. Whangamata;
 - e. Whangapoua.
36. The Hauraki Collective will also receive the ETS credits, as provided for under the Climate Change Response Act 2002, associated with these Crown forests.
37. The Hauraki Collective and Tauranga Moana iwi will also receive redress in relation to the Athenree Crown Forest Licensed land.

Landcorp properties

38. On settlement date the Hauraki Collective will have the right to purchase Whenuakite Landcorp farm at market valuation.
39. Hauraki Collective seeks to purchase approximately 315 hectares of Pouarua Landcorp farm at market valuation.

Acquisition of other Crown properties

40. The Hauraki Collective seeks the right to purchase the following types of land and receive fee simple title:
- a. Crown lands, including Ministry of Justice properties, such as courts, and Ministry of Education school properties (land only); and
 - b. Office of Treaty Settlements' land bank properties.
41. The Hauraki Collective seeks the right to purchase non-core Crown lands.
42. Purchase mechanisms the Crown and Hauraki Collective may explore in respect of land made available for transfer include purchase, leaseback and / or deferred selection.
43. The Hauraki Collective seeks other commercial redress mechanisms.
44. The Crown and the Hauraki Collective will explore the ability for the Collective to purchase commercial redress properties over and above the financial redress amount.
45. The Hauraki Collective also seeks the right to acquire certain lands via gift from the Crown.

Right of First Refusal

46. The Deed of Settlement will provide the Hauraki Collective a right of first refusal, on similar terms as in recent Treaty settlements, for the period of 170 years in relation to Crown properties within the Hauraki region.
47. The Crown and the Hauraki Collective will continue to explore a Right of First Refusal for the period of 170 years in relation to land currently held by non-Core Crown entities within the Hauraki region.
48. The Hauraki Collective also seeks a right of first refusal over certain other lands in the rohe of the Iwi of Hauraki.

Other commercial redress

49. The Hauraki Collective also seeks inclusion of the following in the Deed of Settlement:
- a. rights relating to nationalised and non-nationalised Crown-owned minerals and information held by the Crown or Crown Research Institutes on these minerals; and
 - b. in relation to conservation land / Whenua Kura, Tikapa Moana and Te Tai Tamahine, preferential access to concessions;
 - c. opportunities to enter into formal arrangements with the Crown over its proposed commercial arrangements in the Hauraki region, particularly in relation to infrastructure development and investment.
50. In relation to minerals, the Iwi of Hauraki reaffirm that since the 19th century they have consistently resisted the Crown's construct of a Royal prerogative, whether at common law or under statute, and never gave their free, prior and informed consent to the Crown's use of their minerals. Thus, within Hauraki, the Crown's arguments about legislative mineral rights are erroneous as the Crown never had lawful title to the minerals on which to found their purported legislative assumption of ownership.
51. The Crown asserts ownership of minerals under the Crown Minerals Act 1991 and does not accept that the nationalisation of minerals is a breach of the Treaty. Section 10 of the Crown Minerals Act 1991 provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Crown Minerals Act 1991 reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of petroleum and minerals is prescribed under the Crown Minerals Act 1991.

Iwi proportions to collective commercial redress

52. It is intended that any allocation between the Iwi of Hauraki of commercial redress will be agreed between the Iwi of Hauraki in a timely fashion. Failing that, on the basis that no agreement between the Iwi has been reached, the Crown will propose the proportions of the total commercial redress offer it considers relates to each of the Iwi of Hauraki.

PART 5 - OTHER ISSUES FOR DISCUSSION

53. The Crown and the Hauraki Collective acknowledge that certain other matters which are the subject of historical claims have either not yet been discussed in negotiations or require further discussion, and agree to commence / continue those discussions following the signing of this Agreement in Principle Equivalent and any other documents through to Deed of Settlement and Settlement Legislation.

PART 6 - TERMS AND CONDITIONS

54. This chapter is subject to the following terms and conditions:

- a. it is without prejudice;
- b. it may not be used as evidence in any proceedings before, or presented to, the courts, the Waitangi Tribunal, any court or any other judicial body or tribunal (except as agreed between the parties);
- c. it is non-binding and does not create legal relations;
- d. the final settlement is conditional upon Cabinet agreement;
- e. statements regarding redress the Hauraki Collective seeks represent the wishes of the Hauraki Collective and do not represent:
 - a Crown endorsement of that type of redress; or
 - a Crown Commitment to negotiate either the type of redress or the provision of the actual redress specified in the statement, or both;
- f. the Crown will only provide redress over Crown land unless otherwise agreed with the land-holding agency;
- g. protocols will be, in substance, on the same terms as protocols provided in recent Treaty settlements;
- h. with respect to cultural redress offers, a final list of prioritised areas and / or properties and agreed redress over those areas and /or properties;
- i. any transfer of properties as cultural redress will be subject to public access, the protection of appropriate conservation values, and third party rights as applicable, along with the finalisation of all outstanding matters relating to transfer;
- j. cultural redress properties transferred will not be offset against the financial redress amount unless otherwise agreed;
- k. any offer in regard to Ministry of Education properties (land only) will be made following further analysis by the Ministry of its approach to requests for sale and leaseback and subject to Cabinet approval;
- l. all outstanding elements of the financial and commercial redress offer being finalised, including property identification and any associated valuations;
- m. the transfer value of commercial redress properties will be offset against the principal financial redress amount;
- n. the transfer value of the Crown Forest Licensed land will be offset against the principal financial redress amount;
- o. the transfer to the Hauraki Collective of the Crown Forest Licensed land will be subject to:
 - survey;
 - determination or agreement of a transfer value based upon agreed valuation instructions and a fair valuation process in a similar form to previous Treaty settlements;

- discussion and agreement on the definition of / and appropriate legal access and other rights required;
 - the preservation of any existing third party rights of access to the Crown Forest Licensed land; and
 - discussion and agreement on any provision for access to, and preservation of, wāhi tapu of other iwi/hapū;
- p. the Deed of Settlement will provide for the accumulated rentals (held by the Crown Forestry Rental Trust) associated with the Crown Forest Licensed land selected for transfer to be paid to a suitable post settlement governance entity in accordance with the Trust Deed of the Crown Forestry Rental Trust dated 30 April 1990 (as if the Waitangi Tribunal had made a final recommendation for the return of that land to the Governance Entity). The accumulated rentals are in addition and separate to the financial redress amount;
- q. the accumulated rentals associated with the Crown Forest Licensed land will be paid in accordance with the terms of the agreed settlement legislation;
- r. the Crown confirming that any overlapping claimant group interest in relation to any part of the settlement redress has been addressed to the satisfaction of the Crown in respect of that item of redress;
- s. agreed tax and other commercial arrangements for the Hauraki Collective Governance Entity;
- t. the Hauraki Collective obtaining, before the Deed of Settlement is signed, a mandate from their iwi constituents (through a process agreed by the Collective and the Crown) authorising them to enter into the Deed of Settlement and settling the Historical Claims on the terms provided in the Deed of Settlement; and
- u. the establishment of a governance entity that –
- is appropriate to receive the redress; and
 - provides, for the settling group –
 - appropriate representation;
 - transparent decision making and dispute resolution processes;
 - full accountability; and
- v. the Crown being satisfied that, through a ratification process approved by the Crown, members of the settling group have approved –
- the governance entity to receive the redress; and
 - the settlement on the terms provided in the deed of settlement.

PART 7 - DEFINITIONS

55. The “Crown” means:

- a. the Sovereign in right of New Zealand; and
- b. includes all Ministers of the Crown and all Departments; but
- c. does not include:
 - an Office of Parliament;
 - a Crown Entity; or
 - a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

56. The deed of settlement will provide that historical claims means

a. every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the settling group, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –

- is, or is founded on, a right arising –
 - from Te Tiriti o Waitangi / the Treaty of Waitangi or its principles; or
 - under legislation; or
 - at common law, including aboriginal title or customary law; or
 - from fiduciary duty; or
 - otherwise; and
- arises from, or relates to, acts or omissions before 21 September 1992 –
 - by, or on behalf of, the Crown; or
 - by or under legislation; and
- includes every claim to the Waitangi Tribunal that relates exclusively or in part to the settling group or a representative entity; and
- does not include claims –
 - that a member of the settling group, or a whānau, hapū, or group, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in the claimant definition:

57. Except as explicitly agreed, the Deed of Settlement will not affect any rights of the Iwi of Hauraki, including aboriginal title or customary rights.

CHAPTER 2 – NGAATI WHANAUNGA SECTION

PREAMBLE

Ngaati Whanuanga record the following:

Ngaati Whanuanga and Te Tiriti o Waitangi

Te Tiriti o Waitangi was duly signed at Waitangi on 6 February, 1840, by Lt Governor Hobson on behalf of the Sovereign Crown of England and by certain Maori chiefs.

Te Horeta Te Taniwha - an Ariki of Ngaati Whanaunga, and his son Kiiitahi, and the chief Puakanga signed the document 'Te Tiriti o Waitangi' at Waiiau, Coromandel, on behalf of Ngaati Whanaunga hapuu. Te Kupenga and other chiefs of Ngaati Whanaunga signed Te Tiriti o Waitangi at Tamaki.⁵

The terms 'The Treaty of Waitangi' and 'The Treaty' are a direct reference to Te Tiriti o Waitangi.

The term 'The Crown' refers to Her Majesty the Queen in right of New Zealand and Ministers of the Crown who exercise the authority of the Crown in New Zealand.

Waitangi Tribunal

Between 1999 and 2002, the Waitangi Tribunal conducted hearings into several claims lodged by individuals, whanau and representative organisations of iwi/hapuu of Hauraki - in regard to breaches of the 'principles of the Treaty' by the Crown in respect of the 'Hauraki Claims Area' - as were alleged to have occurred during the 'historical period' between 6 February 1840 and 21 September 1992, by various actions and inactions and by other means in breach of the terms of 'Te Tiriti O Waitangi.

In 2006 the Waitangi Tribunal produced the 'Hauraki Report' which identified Crown breaches of the Treaty, and which referred to the adverse socio economic effects upon Hauraki iwi/hapu as a result of such Crown breaches.

In the Hauraki Report, the Waitangi Tribunal recommended that the Crown engage with claimants in regard to negotiating redress as may be made by the Crown to the claimant groups due to the Crown's breaches of Te Tiriti O Waitangi.

Treaty Settlement Negotiations Process, Structure and Framework Agreements

In early 2009 the Crown appointed Sir Douglas Graham as a facilitator to engage with all iwi/hapuu representative groups with interests in the Taamaki, Mahurangi and Kaipara region and in the Hauraki region for the purpose of gaining agreement from all as to a process by which to progress Treaty negotiations to achieve full and final settlement of all historical Treaty claims in regard to those regions.

The Crown appointed Mr Michael Dreaver as the Chief Crown Negotiator (CCN) to represent the Crown in Treaty settlement negotiations in regard to the Taamaki/Kaipara/Mahurangi claims area and the Hauraki Claims area.

On 3 June 2009, Cabinet agreed that Sir Douglas Graham present his settlement proposal to claimant groups of Taamaki/Mahurangi/Kaipara and Hauraki which included suggestions of quanta and cultural redress - following which Sir Douglas presented his settlement proposal to representatives of iwi/hapuu of Taamaki/Kaipara/Mahurangi and Hauraki.

In September 2009, The Crown invited representatives of those iwi/hapuu groups of Hauraki that were recognised under the Hauraki Maori Trust Board Act, and who had not already obtained a formal mandate to enter into Treaty settlement negotiations with the Crown, to conduct hui a iwi to gain

⁵ Appendix 5: image of Te Tiriti o Waitangi / The Treaty of Waitangi as signed by Ngaati Whanaunga.

approval from iwi/hapuu to:

- enter into Treaty settlement negotiations with the Crown; and
- appoint representatives as 'Interim Negotiators';

for the purpose of negotiating the terms of an agreement in respect of historical breaches of the terms of Te Tiriti O Waitangi by the Crown from 6 February 1840 to 21 September 1992. The agreement would be formalised in a Deed of Settlement and would refer to the terms of 'Agreements in Principle' (AIP) to be entered into between the Crown and individual claimant groups.

On 28 November 2009, Rodney Renata and Tipa Compain were elected at hui a iwi of Ngaati Whanaunga as the interim negotiators for Ngaati Whanaunga.

The Ngaati Whanaunga interim Negotiators joined with negotiators of other Taamaki/Kaipara/Mahurangi iwi/hapuu to form the 'Taamaki Collective'. The iwi hapuu of Taamaki/Kaipara/Mahurangi were grouped in three ropu; Ngaati Whatua, Wai o Hua and Marutuuahu.

The interim negotiators of Ngaati Tamateraa, Ngaati Whanaunga, Ngaati Maru, Ngaati Paoa and Te Patukirikiri joined together to form the 'Marutuuahu Ropu' of the Taamaki Collective - for the purpose of conducting Taamaki/Kaipara/Mahurangi negotiations in regard to the joint and collective interests of Marutuuahu iwi/hapuu in those areas.

The Ngaati Whanaunga interim negotiators also joined with negotiators of other Hauraki iwi/hapuu to form the 'Hauraki Collective', for the purpose of conducting negotiations in regard to the joint and collective interests of all 12 iwi/hapuu member groups of the Hauraki Collective.

On 12 February, 2010, The Ngaati Whanaunga Interim Negotiators entered into a Framework Agreement with the Crown in respect of the Tamaki and Kaipara/Mahurangi Claims Area, on behalf of Ngaati Whanaunga iwi/hapuu, as a iwi/hapuu member of the Taamaki Collective group of iwi/hapuu negotiator representatives referred to in the framework agreement as 'Nga Mana Whenua O Tāmaki Makaurau'.

On 1 October 2010, the Ngaati Whanaunga Interim Negotiators entered into a Framework Agreement with the Crown in respect to the Hauraki Claims Area, on behalf of Ngaati Whanaunga iwi/hapuu, as a member iwi/hapuu of the Hauraki Collective group of iwi/hapuu negotiator representatives.

Mandate process

In March, 2011, Ngaati Whanaunga Incorporated Society (NWIS) conducted a series of hui of people of Ngaati Whanaunga iwi/hapuu and obtained from those hui a formal mandate from the people of Ngaati Whanaunga to negotiate the terms of an Agreement in Principle (AIP) and the terms of a Deed of Settlement (DOS) with the Crown - as were required to be approved of by the people of Ngaati Whanaunga as the basis of a full and final settlement of all Ngaati Whanaunga historical Treaty claims against the Crown.

At the same mandate hui - Rodney Renata and Tipa Compain were confirmed as Treaty negotiators for Ngaati Whanaunga.

In May 2011, Ngaati Whanaunga Incorporated Society (NWIS) presented a Deed of Mandate (DOM)⁶ to the Crown, the terms of which state the principles, and outline the terms of negotiations, by which Ngaati Whanaunga Incorporated Society and the Ngaati Whanaunga negotiators would conduct Ngaati Whanaunga Treaty settlement negotiations with the Crown.

⁶ See Appendix 6.

Conduct and Outcome of Treaty Settlement Negotiations

Ngaati Whanaunga will conduct its Treaty settlement negotiations in accordance with the terms as are defined in paragraph 15 of the Ngaati Whanaunga DOM.

Ngaati Whanaunga Incorporated Society and Ngaati Whanaunga negotiators seek a just and equitable outcome for all iwi/hapu members of Ngaati Whanaunga – in terms of acknowledgments and redress as full and final settlement of all Ngaati Whanaunga historical Treaty claims. All outcomes of the Treaty settlement process in respect of Ngaati Whanaunga must comply with, and be consistent with the principles of Kawa and Tikanga of Ngaati Whanaunga - and in accordance with the cultural framework as is adopted by Ngaati Whanaunga Incorporated Society.

Ngaati Whanaunga will prepare a ratification strategy but propose the key elements are as outlined in Appendix 4.

PART 1 – MANDATE RECOGNITION

1. On 27 June 2011, by letter from the Minister for Treaty of Waitangi Negotiations and the Minister of Maaori Affairs, the Crown recognised the Treaty negotiation mandate of the Ngaati Whanaunga Incorporated Society to negotiate a comprehensive settlement of Ngaati Whanaunga's historical Treaty settlement claims with the Crown on behalf of Ngaati Whanaunga.⁷

PART 2 – HISTORICAL ACCOUNT, CROWN ACKNOWLEDGEMENTS AND CROWN APOLOGY

2. The agreed historical account, Crown acknowledgments and Crown apology will together form an authoritative and publicly available document recording Crown actions and inactions that affected and caused grievance to Ngaati Whanaunga, and that were in breach of the Treaty of Waitangi and its principles.
3. The Crown and Ngaati Whanaunga will agree an historical account that, in addition to the Collective account, includes the following themes:
 - a. Ngaati Whanaunga;
 - b. Pre-1840 transactions and pre-emption waiver purchases;
 - c. Crown purchases and the establishment of reserves, 1840-1865;
 - d. War:
 - e. Crown military action in Hauraki;
 - f. Crown naval blockade of Tikapa Moana;
 - g. Raupatu (Katikati-Te Puna / Central and East Waikato / South Auckland);
 - h. Gold and the opening of goldfields in Hauraki;
 - i. Ngaati Whanaunga and the Native Land Court;
 - j. Te Reo Maaori me ona tikanga;
 - k. Crown purchase policy from 1865;
 - l. Reihana and indebtedness;
 - m. Crown use of pre-emption;
 - n. Impact of Timber licenses;
 - o. Ngaati Whanaunga protest (goldfields, land alienation, and foreshore and seabed);
 - p. Tāonga and wāhi tapu;
 - q. Natural resources;
 - r. Drainage of Hauraki Plains;
 - s. Rates and roads;

⁷ See Appendix 1.

- t. Public works and compulsory taking of land;
 - u. Tikapa Moana and Te Tai Tamahine;
 - v. Landlessness and social deprivation;
 - w. Access to medical treatment and medicines;
 - x. Access to education;
 - y. Ngaati Whanaunga diaspora and urbanisation; and
 - z. Other socio-economic impacts.
4. Ngaati Whanaunga also seeks that the Historical Account provides its members with an understanding of the place of Ngaati Whanaunga mai Matakana ki Matakana, and that it includes the following statements:
- a. The Crown failed to honour land return agreements made with Ngaati Whanaunga;
 - b. The Crown failed to provide reserves for Ngaati Whanaunga from within Crown purchases; and
 - c. Ngaati Whanaunga interests throughout their rohe were marginalised by Crown actions.
5. The Deed of Settlement will also contain:
- a. Crown acknowledgements to Ngaati Whanaunga that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles; and
 - b. a Crown Apology to Ngaati Whanaunga for the acknowledged Crown breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

PART 3 - CULTURAL REDRESS

6. In addition to or as part of the cultural redress provided to the Hauraki Collective, the Crown and Ngaati Whanaunga will explore, for inclusion in the Deed of Settlement the following types of cultural redress for Ngaati Whanaunga:
- c. Land transfers;
 - d. Statutory instruments, including:
 - Overlay classifications;
 - Statutory acknowledgements, including:
 - Coastal statutory acknowledgements and deeds of recognition / affirmation;
 - River statutory acknowledgements and deeds of recognition / affirmation;
 - Maunga statutory acknowledgements and deeds of recognition / affirmation; and
 - e. Deeds of recognition / affirmation;
 - f. Relationship agreements such as Protocols;
 - g. Management plans;
 - h. Access to cultural resources, including nohoanga and other arrangements; and
 - i. Official geographic name changes.
7. Ngaati Whanaunga also seeks:
- a. return of and access to tāonga; and
 - b. specific recognition of Ngaati Whanaunga within relevant co-governance arrangements that may be negotiated.
8. The sites and areas of ancestral, spiritual and cultural significance to Ngaati Whanaunga that Ngaati Whanaunga seeks to negotiate cultural redress over include those areas identified in Appendix 2.

PART 4 - FINANCIAL REDRESS

9. Ngaati Whanaunga seeks financial redress that is relative and proportionate to other iwi/hapuu in Kaipara, Taamaki and Hauraki.
10. Ngaati Whanaunga will receive Hauraki Region financial redress as agreed in accordance with Part 3 of the Collective Section.
11. The Crown will explore associated non-compounding interest accruing on the Ngaati Whanaunga Hauraki Region financial redress amount from the date that amount is agreed to the day before Settlement Date.

PART 5 - COMMERCIAL REDRESS

12. The sites and areas over which Ngaati Whanaunga seeks to negotiate commercial redress include those sites and areas identified in Appendix 3.
13. Ngaati Whanaunga seeks the right to purchase the following types of land and receive fee simple title:
 - a. agreed Crown lands, including courts and Ministry of Education school properties (land only);and
 - b. agreed Office of Treaty Settlements' land bank properties.
14. Ngaati Whanaunga seeks the right to purchase non-core Crown lands.
15. Purchase mechanisms the Crown and Ngaati Whanaunga may explore in respect of land made available for transfer include purchase, leaseback and / or deferred selection.
16. Ngaati Whanaunga seeks other commercial redress mechanisms.
17. The Crown and Ngaati Whanaunga will explore the ability for Ngaati Whanaunga to purchase commercial redress properties over and above the financial redress amount.
18. Ngaati Whanaunga also seeks the right to acquire certain agreed lands via gift from the Crown.

PART 6 - OTHER NGAATI WHANAUNGA SPECIFIC ISSUES

19. Ngaati Whanaunga seeks that the Crown discuss or explore redress to address other Ngaati Whanaunga specific issues for the Hauraki Region, including:

Assessment of loss

20. Ngaati Whanaunga will seek from the Crown an acknowledgement as to the extent of financial and commercial losses as have been suffered by iwi/hapuu as a result of breaches of the Treaty by the Crown. Ngaati Whanaunga intends to conduct an exercise to determine the approximate quantum of losses suffered by Ngaati Whanaunga iwi / hapuu as a result of the loss of economic opportunity resulting from loss of lands and commercial opportunities and from specific legislation.

Social Matters

21. Ngaati Whanaunga negotiators will seek opportunities in negotiations to improve the education, health and wellbeing statistics of iwi/hapuu of Ngaati Whanaunga. The Hauraki Report deals with the adverse social impact on Tangata Maaori from the loss of lands and customary rights and practices which have resulted from the Crown having failed to abide by the terms of Te Tiriti O

Waitangi - and having failed to uphold its Treaty obligations to Tangata Maaori. Ngaati Whanaunga consider that since 1840 Maori have been systematically stripped of lands and commercial opportunities by actions and by inactions of the Crown in failing to uphold its Treaty obligations - which resulted in Tangata Maaori being effectively excluded from the freedom and opportunity to fully and fairly participate in the developing economy of New Zealand.

22. In the Hauraki report - The Waitangi Tribunal found the current poor socio-economic status of iwi / hapuu of Hauraki is in a large part a result of the failure of the Crown to uphold its duty to Tangata Maaori in respect of the Crown's Treaty obligations - which resulted in the progressive and sustained loss of lands of Tangata Maaori and the relative loss of an essential economic base and relative economic opportunities.
23. Ngaati Whanaunga therefore seeks that the Crown explore initiatives to help improve education and health and wellbeing statistics of Ngaati Whanaunga.

Legislation

24. Ngaati Whanaunga seeks to identify legislation that they consider not to be Treaty compliant and to seek amendments to that legislation.

PART 7 - OTHER ISSUES FOR DISCUSSION

25. The Crown and Ngaati Whanaunga acknowledge that certain other matters which are the subject of Hauraki Region historical claims have either not yet been discussed in negotiations or require further discussion, and agree to commence/continue those discussions following the signing of this Agreement in Principle Equivalent and other documents through to Deed of Settlement and Settlement Legislation

PART 8 - TERMS AND CONDITIONS

26. This chapter is subject to the following terms and conditions:
 - a. it is without prejudice;
 - b. it may not be used as evidence in any proceedings before, or presented to, the courts, the Waitangi Tribunal, any court or any other judicial body or tribunal (except as agreed between the parties);
 - c. it is non-binding and does not create legal relations;
 - d. the final settlement is conditional upon Cabinet agreement;
 - e. statements regarding redress Ngaati Whanaunga
 - f. seeks represent the wishes of Ngaati Whanaunga and do not represent;
 - Crown endorsement of that type of redress; or
 - Crown Commitment to negotiate either the type of redress or the provision of the actual redress specified in the statement, or both;
 - g. the Crown will only provide redress over Crown land unless otherwise agreed with the land-holding agency;

- h. protocols will be, in substance, on the same terms as protocols provided in recent Treaty settlements;
- i. with respect to cultural redress offers, a final list of prioritised areas and / or properties and agreed redress over those areas and /or properties;
- j. any transfer of properties as cultural redress will be subject to public access, the protection of appropriate conservation values, and third party rights as applicable, along with the finalisation of all outstanding matters relating to transfer;
- k. cultural redress properties transferred will not be offset against the financial redress amount unless otherwise agreed;
- l. any offer in regard to Ministry of Education properties (land only) will be made following further analysis by the Ministry of its approach to requests for sale and leaseback and subject to Cabinet approval;
- m. all outstanding elements of the financial and commercial redress offer being finalised, including property identification and any associated valuations;
- n. the transfer value of commercial redress properties will be offset against the principal financial redress amount;
- o. the Crown confirming that any overlapping claimant group interest in relation to any part of the settlement redress has been addressed to the satisfaction of the Crown in respect of that item of redress;
- p. agreed tax and other commercial arrangements for the Ngaati Whanaunga Governance Entity;
- q. Ngaati Whanaunga obtaining, before the Deed of Settlement is signed, a mandate from their iwi constituents (through a process agreed by the Collective and the Crown) authorising them to enter into the Deed of Settlement and settling the Historical Claims on the terms provided in the Deed of Settlement; and
- r. the establishment of a governance entity that –
 - is appropriate to receive the redress; and
 - provides, for the settling group –
 - appropriate representation;
 - transparent decision making and dispute resolution processes;
 - full accountability; and
- s. the Crown being satisfied that, through a ratification process approved by the Crown, members of the settling group have approved –
 - the governance entity to receive the redress; and
 - the settlement on the terms provided in the deed of settlement.

PART 9 - DEFINITIONS

27. The "Crown" means:

- a. the Sovereign in right of New Zealand; and

- b. includes all Ministers of the Crown and all Departments; but
- c. does not include:
 - an Office of Parliament;
 - a Crown Entity; or
 - a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

28. The deed of settlement will provide that historical claims means

- a. every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the settling group, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –
 - is, or is founded on, a right arising –
 - from Te Tiriti o Waitangi / the Treaty of Waitangi or its principles; or
 - under legislation; or
 - at common law, including aboriginal title or customary law; or
 - from fiduciary duty; or
 - otherwise; and
 - arises from, or relates to, acts or omissions before 21 September 1992 –
 - by, or on behalf of, the Crown; or
 - by or under legislation; and
 - includes every claim to the Waitangi Tribunal that relates exclusively or in part to the settling group or a representative entity; and
 - does not include claims –
 - that a member of the settling group, or a whānau, hapū, or group, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in the claimant definition.

29. Except as explicitly agreed, the Deed of Settlement will not affect any rights of the Iwi of Hauraki, including aboriginal title or customary rights.

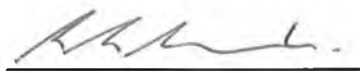
SIGNED for and on behalf of THE CROWN by –



The Minister for Treaty of Waitangi Negotiations

Hon Christopher Finlayson

SIGNED for and on behalf of NGAATI WHANAUNGA by the mandated negotiators -



Rodney Renata



Tipa Compain

APPENDIX 1

LETTER OF MANDATE RECOGNITION



Office of Hon Dr Pita R Sharples

MP for Tamaki Makaurau
Minister of Māori Affairs
Associate Minister of Corrections
Associate Minister of Education

29 JUN 2011

Toko Renata
Ngaati Whanaunga Incorporated Society
t.renata@xtra.co.nz

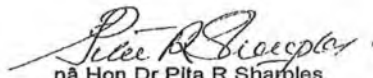
Tēnā koutou

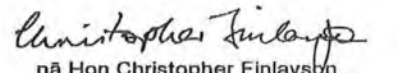
Thank you for submitting the Ngaati Whanaunga Deed of Mandate for negotiations with the Crown on behalf of Ngaati Whanaunga.

We have been advised that the Ngāti Whanaunga Incorporated Society has the support of the Ngaati Whanaunga claimant community and are therefore the appropriate representatives of Ngaati Whanaunga to negotiate a comprehensive settlement of Ngaati Whanaunga's historical Treaty settlement claims with the Crown. We are, therefore, pleased to recognise the mandate of the Ngāti Whanaunga Incorporated Society for this purpose.

We look forward to finalising an Agreement In Principle with you in the near future. Kāti mō tēnei wā.

Heoi anō


nā Hon Dr Pita R Sharples
Minister of Māori Affairs


nā Hon Christopher Finlayson
Minister for Treaty of Waitangi
Negotiations

Cc: Rodney Renata
Ngaati Whanaunga Negotiator
Rodnevren55@hotmail.com

Cc: Tīpa Compain
Ngaati Whanaunga Negotiator
tīpa@xtra.co.nz

APPENDIX 2

NGAATI WHANAUNGA CULTURAL REDRESS PROPERTIES / AREAS

Ngaati Whanaunga do not distinguish as between the cultural and or spiritual value and significance of maunga, pa, awa, wahapuu and moana. Ngaati Whanaunga will seek acknowledgement from the Crown as to the iconic cultural and spiritual significance to Ngaati Whanaunga of maunga, pa, awa, wahapuu and moana, headlands and all sites of significant cultural value to Ngaati Whanaunga, including in the following blocks:

Ahirau	Kaipapaka - Coromandel	Maumaupaki	Owhaiti
Ahuahu	Kaipapaka - Kirikiri	Maungakawa	Owharoa
Ahuroa	Kaipara - Coromandel	Middle Island	Owhataroa
Aioroa	Kairaumati	Mimiakaiauru	Paiakarahi
Aniwhaniwha	Kaitawa	Moehau 1 - Waikawau	Paiarahi
Aotea	Kaiwaha	Moehau 1D - Whitireia	Pakaraka
Arikirau	Kaiwhenua	Moehau 2D - Tuatēawa	Papakitatahi
Aroha	Kakatarahae	Moehau 3 - Tukituki	Papatai
Atiu	Kapara	Moehau 3B - Oheiroa	Parakete
Awakahawai	Karaka	Motu Koranga	Parakiri
Awakanae	Karamuramu	Motu Koruenga	Piripawa
Awatoetoe	Karioi	Motueka	Pohaua
Black Rocks	Kataina	Motuhoropapa	Pokeno
East Wairoa	Kauaeranga 28	Motukorure	Puhape
Tamaki - Fairburn Purchase	Kauaeranga E11	Moturehu Island	Pukehinau
Flat Rock	Kauaeranga Mudflats	Motutete	Pukemaukuuku
Green Island	Kirita	Moutere	Pukewhau
Haukakawa	Kopuarahi	Namurau	Pungapunga
Hautekamakama	Kopuraruwai	Ngananganaia	Purangi
Hauturu	Korupuke Island	Ngaromaki	Purunui
Hawaiki	Kuaotunu	Ngarotamumu	Pututu
Hikuhikuaua	Kuranui	Ngarua	Rahokuaka
Hikutaia 3	Little Ohena Island	Ngataipua	Rangiriri
Hoehoeawaka	Mahakirau	Ohinau	Rapaatikiato
Hongiora Island	Mahurangi	Okakaro	Rauhinahina
Hopetui	Mahurangi Island	Omahu	Rautawhiri
Huirepo	Makumaku	Omahu West	Reoreo
Ipuwhakatarā	Mangonui	Ongarahu	Repanga Island
Kahe	Mataitaua	Opitomoko	Ruamahuaitei Island
Kahikaputa	Mataiwhetu	Opu	Ruato - Te Koheroa
Kahuwera	Matakorowhawha	Orakei	Rurunui
Kaiatenganga	Matapaia	Orongo	Takapau
Kaikahu	Mataparu	Oruarangi Haerere	Takapau Rerekau
Kaimanawa	Matarangi	Otakawe	Tamatepo
Kaimarama	Matariki	Otutohia	Tangaroa
Kaipapaka - Waihou	Matatuahu	Owari	Tapakoha

Tapapakanga	Te Karaka	Te Weiti	Waiparuparu
Taparahi	Te Kari	Te Whenua - Waitakaruru	Wairau
Tapuaeharuru	Te Kata a Te Kawau	Tihouou	Waitekuri
Tarakiwhati	Te Kauri - Kirikiri	Tikorauroha	Waiwhatawhata
Tarawapoto	Te Kopi	Tikouma	Whakaharatau & Mudflat
Tarawhete	Te Kouma	Tiritiri	Whakamuri
Taumatini	Te Kowhai	Tokatea	Whakapapakau
Taungatara	Te Mata	Totarawhakaturia	Whakatete
Taurangakawau	Te Matuku - Waiheke	Toumuia	Whakau
Taurarahi	Te Onepu	Tuitahi	Whakau (Red Mercury Island)
Tautahanga	Te Poho	Tukituki	Whangamaroro
Tawhitirahi - Coromandel	Te Poro o te Ngoihi Moana	Tukura	Whangamata
Tawhitirahi - Thames	Te Punga	Tupanaki	Wharekawa West
Te Ahuroa	Te Ra o Tainui	Tutaemahia	Wharekawa East
Te Ana	Te Rape	Waiarero	Whareoa
Te Arapaparahi	Te Reureu	Waikiripaka	Wharepoha Omahu
Te Arero	Te Takapauorauru	Wainui	Whareroa
Te Awakanae	Te Totara	Wainuiorata	Wharetangata
Te Hopai	Te Uirakarapa	Wainuiototo	
Te Kapara	Te Wahaoteparata	Waipapa	
Whauwhaupounamu	Whitimarumarua		
Whitipirorua			

APPENDIX 3

NGAATI WHANAUNGA COMMERCIAL REDRESS PROPERTIES / AREAS

The Crown owned sites near the blocks listed in Appendix 2 to the extent that these are not available as cultural redress.

APPENDIX 4: RATIFICATION OF A NGAATI WHANAUNGA DEED OF SETTLEMENT

Ngaati Whanaunga will prepare a ratification strategy for the deed of settlement and would like it to include the following components:

Ngaati Whanaunga will require a threshold of no less than 51 per cent of constituents of the Ngaati Whanaunga tribal role to vote in favour of adopting the terms of a collective Deed of Settlement as may be entered into with the Crown by the member iwi/hapuu of the Hauraki Collective in respect of redress as may apply to Ngaati Whanaunga in the Hauraki area and in the Tāmaki / Kaipara / Mahurangi area - in order for Ngaati Whanaunga to adopt and to ratify a Collective Deed of Settlement.

The Ngaati Whanaunga tribal role will be temporarily closed off at the time of voting on the Hauraki collective Deed of Settlement – at which only members enrolled at that time will be entitled to vote to accept or reject the Deed of Settlement (DOS).

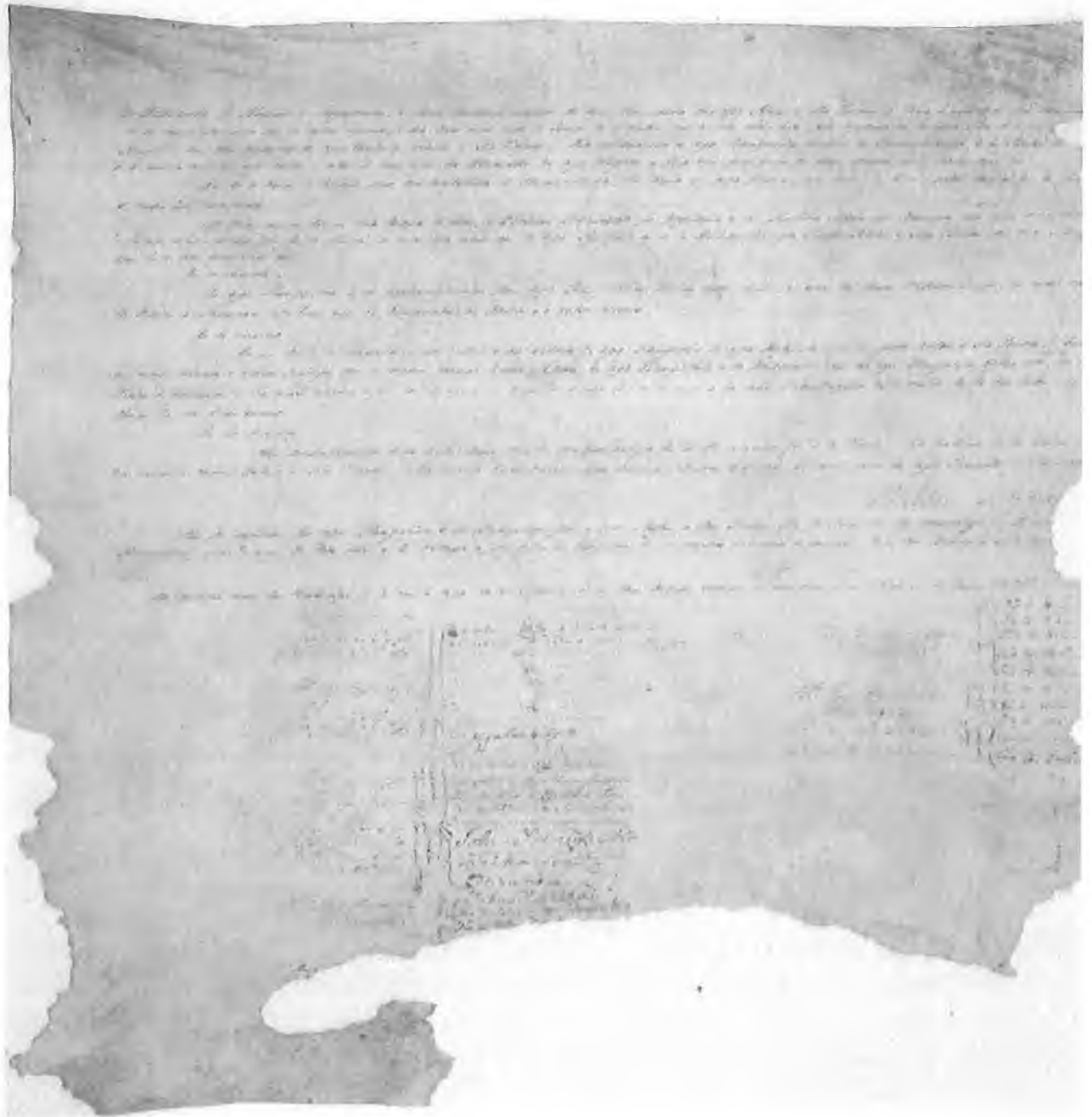
The Ngaati Whanaunga ratification process for the Deed of Settlement will be by simple majority vote of all registered members as are enrolled on the tribal role - by completing a formatted voting paper and returning it either by post within the time as will be specified - or at a ratification hui.

Special votes may be cast ahead of the close of voting - only by returning a completed voting form before the close of voting and within the period and in accordance with conditions as will be specified and duly notified.

The Ngaati Whanaunga tribal role will be re-opened for new enrolments immediately following the close of voting on the Deed of Settlement

Iwi / hapuu members who enrol following the closing date / time for enrolments to vote on the Deed of Settlement - will not be entitled to cast a vote in respect of the Deed of Settlement - but will be entitled to participate in the Treaty settlement process and outcomes - from them on.

APPENDIX 5: IMAGE OF TE TIRITI O WAITANGI / THE TREATY OF WAITANGI AS SIGNED BY NGAATI WHANAUNGA



Fragment of an ancient papyrus scroll with handwritten text in a cursive script. The fragment is irregularly shaped with torn edges. The text is organized into several columns and includes various words and phrases, some of which are partially obscured by the damage to the scroll. The script is dense and appears to be a form of ancient Greek or Latin.

APPENDIX 6: NGAATI WHANAUNGA DEED OF MANDATE

NGAATI WHANAUNGA DEED OF MANDATE

NGAATI WHANAUNGA
Deed of Mandate

*Ki te whakarite,
Te taha hinengaro,
Te taha tiinana,
Te taha wairua,
Te taha whaanau,
Ki te Ao Turoa,
Ka tino whai mana to mauri.*

Prepared by:

Ngati Whanaunga Incorporated Society

Date: 20 May, 2011.

NGAATI WHANAUNGA DEED OF MANDATE

Contents

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2. The Purpose of the Deed of Mandate – A Binding Covenant
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4. Ngaati Whanaunga - Iwi/ Hapuu
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9. The Mandated Body - Representatives
10. Process for appointing/removing Executive Committee Members
11. The Mandated Body - Roles and Responsibilities
12. The Mandated Body - Accountabilities and Processes
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14. The Negotiators
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18. Deed of mandate to be Available
19. Affirmation
20. Appendices

1. Introduction – Executive Summary

Ngaati Whanaunga hapuu have extensive customary interests throughout Hauraki, Taamaki and Mahurangi - *'Mai Matakana ki Matakana'*.

The customary rights of Ngaati Whanaunga hapuu are acknowledged by the Sovereign Crown of England in the second clause of Te Tiriti o Waitangi.

The Crown desires to enter into a 'Deed of Settlement', and an 'Agreement in Principle' with Ngaati Whanaunga to settle all 'historical treaty claims' of Ngaati Whanaunga in regard to the 'claims areas' as have been defined by the Crown as the 'Hauraki Claims Area', and the 'Taamaki, Mahurangi and Kaipara Claims Area'.

The Crown also desires that it engages in negotiations with 'the right people' and requires that persons and entities who purport to represent a particular distinct iwi/hapuu group obtain from that group a mandate to negotiate a full and final settlement of all 'historical treaty claims' of the particular group, with the Crown.

Ngati Whanaunga Incorporated Society desires to enter into treaty settlement negotiations with the Crown, to achieve a comprehensive settlement of all Ngaati Whanaunga 'historical treaty claims'.

Ngati Whanaunga Incorporated Society also desires that the Minister of Treaty of Waitangi Negotiations produce a mandate obtained from Her Majesty the Queen in Right of New Zealand - authorising Ministers of the Crown to represent the Queen in treaty settlement negotiations with Ngaati Whanaunga.

NGAATI WHANAUNGA DEED OF MANDATE

In March 2011, Ngati Whanaunga Incorporated Society held a series of hui to gain a mandate from the people of Ngaati Whanaunga to negotiate a comprehensive settlement of all Ngaati Whanaunga historical treaty claims with the Crown.

At the March 2011 mandate hui, Rodney Renata and Tipa Compain were confirmed as the Negotiators for Ngaati Whanaunga iwi/hapuu - to negotiate the terms of a Deed of Settlement and an Agreement in Principle with the Crown.

The mandate achieved by the Ngati Whanaunga Incorporated Society was conducted in a fair, open and transparent manner.

2. The Purpose of the Deed of Mandate - A Binding Covenant

This Deed is the binding covenant between Ngati Whanaunga Incorporated Society and all people of Ngaati Whanaunga iwi/hapuu - by which Ngati Whanaunga Incorporated Society undertakes to represent Ngaati Whanaunga iwi/hapuu in treaty settlement negotiations with the Crown, and with other distinct iwi/hapuu groups of Hauraki, Taamaki, Mahurangi and Kaipara.

This Deed defines who the iwi/hapuu of Ngaati Whanaunga are, and defines Ngati Whanaunga whenua - in which Ngaati Whanaunga hapuu hold customary title and interests as have been affected by breaches of the treaty by the Crown.

This Deed also provides a descriptive of Ngati Whanaunga Incorporated Society as the mandated body and of the processes undertaken to achieve the mandate.

This Deed outlines the 'Terms of Negotiation' and protocols by which the Society and the negotiators will engage with Ngaati Whanaunga and with other distinct iwi/hapuu groups, and with the Crown, in the treaty negotiation and settlement process.

Authority to amend Deed of Mandate

Ngati Whanaunga Incorporated Society has the exclusive authority to amend this Deed of Mandate, and may do so as and when It deems necessary so as to improve the effectiveness and efficiency of the negotiations process and ensure the conduct and outcomes of the process are consistent with principles and values of the Society.

If Ngati Whanaunga Incorporated Society proposes to make significant changes to the Deed of Mandate, as will alter the essence and/or context of any part of the Deed of Mandate - the Society is to conduct hui-a-iwi to inform Ngaati Whanaunga iwi/hapuu members of the proposed amendments and to gain support for such.

The Crown may decline to agree with any changes as may be made to the Deed of Mandate by the mandated body, and may withdraw from negotiations at any time.

Crown discretion to acknowledge mandate

The Crown has the discretion to acknowledge and accept the mandate as is given to the mandated body by the people of Ngaati Whanaunga iwi/hapuu

NGAATI WHANAUNGA DEED OF MANDATE

Mandate may not be voided by the Crown

The Crown may not void a mandate as has been given to the mandated body by the people of Ngaati Whanaunga.

Mandate may be relinquished

The Mandated Body may voluntarily relinquish the mandate at any time.

3. Background.

The Treaty of Waitangi - Te Tiriti o Waitangi

On 5 February 1840, representatives of the Sovereign Crown of England supported by members of the settler population, met with Maaori chiefs and members of their hapuu at Waitangi, upon the invitation of Lt Governor Hobson - at which he presented to Maaori chiefs for their approval and acceptance, an offer of the terms of a treaty he wished to be entered into between Maaori chiefs of New Zealand and the Sovereign Crown of England, as were recorded in the English language and presented in a document titled 'The Treaty of Waitangi' - as was translated to the Maaori chiefs who were present at Waitangi - by the English Missionary interpreter Henry Williams.

Upon having received the verbal translation into the Maaori language of 'The Treaty of Waitangi' document, the Maaori chiefs held lengthy discussions in regard to the terms of the proposed treaty. The discussions continued throughout the night.

On the dawn of 6 February, 1840, the Maaori chiefs who were gathered at Waitangi advised representatives of the Sovereign Crown of England as to the terms by which they would enter into a treaty agreement. Those terms were expressed by certain Maaori chiefs in the Maaori language to the English missionary translator Henry Williams, who recorded the terms in writing as were told to him by the Maaori chiefs, in the form of the document which was then titled 'Te Tiriti o Waitangi'.

The document 'Te Tiriti o Waitangi' was duly signed at Waitangi on 6 February, 1840 by Lt Governor Hobson on behalf of the Sovereign Crown of England, and by certain Maaori Chiefs as sovereign authorities of each their own estates and of each their own peoples - giving effect to 'Te Tiriti o Waitangi' document as the formal charter which provided to the Sovereign Crown of England the right to exercise governance over the entire estates of the Chiefs who signed 'Te Tiriti o Waitangi' - from that day forth.

Ngaati Whanaunga Chiefs sign Te Tiriti o Waitangi

Te Horeta Te Taniwha - an Ariki of Ngaati Whanaunga, and his son Kiitahi, and the chief Puakanga signed the document 'Te Tiriti o Waitangi' at Waiau, Coromandel, on behalf of Ngaati Whanaunga hapuu.

Te Kupenga and other chiefs of Ngaati Whanaunga Signed 'Te Tiriti o Waitangi' at Taamaki.

NGAATI WHANAUNGA DEED OF MANDATE

Historical breaches of the terms of 'Te Tiriti o Waitangi' by the Crown

During the 'historical period' - between 6 February 1840 and 21 September 1992, the Crown breached the terms of 'Te Tiriti o Waitangi' - by various actions and inactions and by other means which included, but were not limited to;

- The usurpation and alienation by the Crown and by the settler population, of the Tino Rangatiratanga (Sovereign authority) of chiefs and hapuu over each their own whenua (lands estates), their own Kainga (habitats) and their own taonga (things valued by hapuu and things of value belonging to hapuu).
- Armed aggression against hapuu of Ngati Whanaunga
- The confiscation of Ngaati Whanaunga hapuu lands.
- The enactment and implementation of laws and regulations as were inconsistent with the specific terms of 'Te Tiriti o Waitangi' - which lead to the progressive and sustained loss of customary rights of Ngaati Whanaunga hapuu in regard to the right of self-determination, lands estates, waterways and water catchments areas, fisheries and forest estates, and those things of value associated with the customary estates such as water and minerals.

From the time of signing of Te Tiriti O Waitangi - commissioned representatives of the Sovereign Crown of England failed to uphold certain obligations of the Sovereign Crown of England, of which they were duty bound to uphold under the terms of Te Tiriti O Waitangi, and committed several and on-going breaches of the terms of Te Tiriti O Waitangi throughout the 152 years from 6 February 1840 to 21 September 1992 - being the 'historical' period - the end date of which precedes the enactment of Te Ture Whenua Maori Land Act 1993.

Since 21 September 1992, the House of Representatives of the people of New Zealand - in claiming to represent Her Majesty Queen Elizabeth II in Right of New Zealand - has committed further significant breaches of the terms of Te Tiriti o Waitangi, and of 'principles of the treaty' through the enactment of laws and regulations pertaining to Maaori lands, the fore shore and seabed, fisheries and minerals which undermine and usurp the customary rights, and the treaty rights of Ngaati Whanaunga hapuu.

Further breaches of the treaty as may have been, and as may yet be committed by the Crown since 21 September 1992 - are classified by the Crown as subject to 'Contemporary Treaty Claims'- and are not part of this treaty settlement process.

'Contemporary' breaches of Te Tiriti o Waitangi and of 'principles of the treaty' as are deemed by Ngati Whanaunga Incorporated Society to have been committed by the Crown since 21 September 1992 will be referred to in the negotiations to settle 'historical claims'.

Ngaati Whanaunga claims breaches of Te Tiriti o Waitangi by the Crown

Between 1999 and 2002 Ngati Whanaunga Incorporated Society conducted research into breaches of Te Tiriti o Waitangi by the Crown in regards to the treaty claims area as was predetermined and defined by the Crown as 'The Hauraki Claims Area'. The research was largely funded by the Crown Forest Rental Trust.

NGAATI WHANAUNGA DEED OF MANDATE

On 19 January 2000, Ngaati Whanaunga kaumatua Toko Renata Te Taniwha lodged claim number WAI 809 with the Waitangi Tribunal on behalf of all individuals and hapuu of Ngaati Whanaunga alleging breaches of Te Tiriti o Waitangi by the Crown.

Waitangi Tribunal conducts hearings and produces the 'Hauraki Report'

Between 1999 and 2002, the Waitangi Tribunal conducted hearings into several claims lodged by individuals, whanau and organisations in regard to breaches of the 'principles of the treaty' by the Crown with regard to the 'Hauraki Claims Area'.

In 2006 the Waitangi Tribunal produced the 'Hauraki Report' which identified Crown breaches of the treaty, and which referred to the adverse socio economic effects upon Hauraki iwi/hapuu resultant of such Crown breaches. The report recommended that the Crown engage with claimants in regard to negotiating redress as may be made by the Crown to the claimant groups as may be due arising from the Crown's breaches of the treaty.

(Refer Appendix 1 – Hauraki Report Summary of the Waitangi Tribunal)

No inquiry conducted by the Waitangi Tribunal as to breaches of the Treaty of Waitangi by the Crown in regard to the Taamaki region

The Crown Forest Rental Trust (CFRT) did not provide funding to any iwi/hapuu representative individuals or groups of Hauraki who have customary interests in the Taamaki region - to research and to lodge claims to the Waitangi Tribunal regarding breaches of the treaty by the Crown in regard to the Taamaki region. Hence, a full inquiry was not conducted by the Waitangi Tribunal in regard to the Taamaki region.

Ngati Whanaunga Incorporated Society joins with other Marutuahu Iwi Authorities to form the Marutuahu Working Group (MWG) to seek a mandate.

In 2006, Ngati Whanaunga Incorporated Society, Te Runanganui O Tamatera, Ngati Maru Runanga (Inc.), and representatives of Ngaati Paoa - formed and appointed representatives to the Marutuahu Working Group (MWG), which sought and obtained a mandate via hui-a-iwi to enter into treaty settlement negotiations with the Crown on behalf of people represented by the Marutuahu Working Group member entities.

The Crown acknowledged the mandate as had been obtained by the Marutuahu Working Group and recommended that the Marutuahu Working Group and the Hauraki Maori Trust Board - which had sought and obtained a mandate from its registered beneficiaries - join together to negotiate with the Crown to settle all of Hauraki iwi/hapuu historical treaty claims.

The Marutuahu Working Group agreed to join with The Hauraki Maori Trust Board to negotiate settlement of all Hauraki iwi/hapuu claims - but the Hauraki Maori Trust Board declined to do so.

NGAATI WHANAUNGA DEED OF MANDATE

Urgent Waitangi Tribunal Hearing into a proposed AIP between the Crown and Ngaati Whatua ki Orakei.

In 2006, the Crown publicly notified that it was to enter into an Agreement In Principle (AIP) with Ngati Whatua ki Orakei Trust Board to settle claims as had been lodged with the Waitangi Tribunal by and on behalf of iwi/hapuu of Ngati Whaata ki Orakei in regard to an area covering the central Auckland region - as was defined by the Crown and referred to as the 'Ngaati Whatua AIP Area'.

In March 2007, Ngaati Whanaunga Incorporated Society, as part of the Marutuahu Working Group, and along with the Hauraki Maori Trust Board and representatives of other iwi/hapuu of the greater Auckland area, applied for an urgent hearing to be conducted by the Waitangi Tribunal to deal with objections by the applicants, to the proposed Ngaati Whatua ki Orakei AIP with the Crown by which there were no provisions made in regard to the interests as were claimed by other iwi/hapuu within the designated 'Ngaati Whatua AIP Area'.

The Waitangi Tribunal found in favour of the applicants, and recommended to the Crown that it deal with iwi/hapuu of the applicant groups without prejudice and with the same regard as the Crown conducted treaty settlement negotiations with Ngati Whaata ki Orakei.

Crown seeks to enter into negotiations with iwi/hapuu representatives to settle all historical treaty claims in the Hauraki and in the Tamaki and Mahurangi regions.

Between 2006 and 2010, the Crown made consistent but unsuccessful attempts to encourage the Hauraki Maori Trust Board to join with the Marutuahu Working Group to enter into treaty settlement negotiations with the Crown in regard to the 'Hauraki Claims Area' and in regard to the Taamaki/Mahurangi Claims Area, on the basis of the mandates which each group had acquired independently of each other.

Between 2007 and 2009, the Crown made consistent but unsuccessful attempts to encourage representatives of the iwi/hapuu groups and organisations which had participated in the Urgent Waitangi Tribunal hearing into the Ngaati Whatua ki Orakei AIP proposal - to join together in a collective so as to enter into treaty settlement negotiations with the Crown, in regard to 'overlapping interests' in the greater Auckland region.

Minister of Treaty of Waitangi Negotiations meets with iwi/hapuu representatives of the Marutuahu Working group.

In February 2009, the Minister of Treaty of Waitangi Negotiations met with members of the Marutuahu Working Group, and also met with Hauraki Maori Trust Board representatives at the Jet Park Inn at Mangere to discuss ways of progressing treaty settlement negotiations, following which representatives of both groups met on two occasions to attempt to come to an agreement on how to progress treaty claims jointly. The two groups were unable to reach an agreement to do so.

NGAATI WHANAUNGA DEED OF MANDATE

Crown appoints Sir Douglas Graham as facilitator – Sir Douglas Graham Proposal

In early 2009 the Crown appointed Sir Douglas Graham as the facilitator to engage with all iwi/hapuu representative groups with interests in the Taamaki, Mahurangi and Kaipara region and in the Hauraki region for the purpose of gaining agreement from all as to a process by which to progress treaty negotiations to achieve full and final settlement of all historical treaty claims in regard to those regions.

On 3 June 2009, Cabinet agreed that Sir Douglas Graham present his settlement proposal to claimant groups of Taamaki, Mahurangi/Kaipara and Hauraki - which included suggestions of quanta and cultural redress.

Sir Douglas presented his settlement proposal at a hui held at Oraakei Marae, and he subsequently met with representatives of iwi/hapuu claimant groups, including members of Ngati Whanaunga Incorporated Society, on 24 June 2009 at the Ellerslie Racecourse in Auckland.

At that point in the process Sir Douglas introduced Michael Dreaver as the Chief Crown Negotiator (CCN) for the Taamaki, Mahurangi and Kaipara regions, and the Hauraki region.

Sir Douglas and Michael Dreaver then continued to hold regular hui with representatives of iwi/hapuu of the Taamaki region, at which were canvassed the broad terms of a framework agreement for negotiating settlement in regard to the Taamaki, Mahurangi and Kaipara region, and which was to include for transfer of the fee simple title of Crown owned parts of 11 volcanic cones on the Auckland isthmus to the ownership of a collective of all iwi/hapuu of the region, and for joint management of those lands with Council.

During the same time, Sir Douglas and the Minister of Treaty of Waitangi Negotiations attempted to resolve matters which had resulted in the Hauraki Maori Trust Board declining to join with the Marutuahu Working Group to negotiate settlement on behalf of all iwi/hapuu of Hauraki.

Sir Douglas recommended to the Minister of Treaty of Waitangi Negotiations that the Crown deal directly with each of the 12 iwi/hapuu of Hauraki - as had been recognised under the Hauraki Maori Trust Board Act. Sir Douglas then withdrew from the process having achieved the purposes for which he was engaged.

Crown calls for Hauraki iwi/hapuu representative groups to each conduct an election process to appoint 'Interim' Negotiators - and to enter into negotiations with the Crown on the basis of the Sir Douglas Graham Proposal.

In September / October 2009, The Crown provided resourcing to enable 10 of the 12 iwi of Hauraki, who had not yet sought and gained a Crown endorsed mandate to enter into negotiations with the Crown, to conduct a process for the purpose of gaining iwi/hapuu approval to enter negotiations with the Crown on the basis of the Sir Douglas Graham Proposal, and to appoint 'interim' negotiators to formally commence negotiations.

NGAATI WHANAUNGA DEED OF MANDATE

In November 2009, the four iwi/hapuu groups of the Marutuahu tribes and Te Patukirikiri conducted simultaneous hui-a-iwi to seek support to enter into negotiations with the Crown and to appoint 'interim' negotiators. The people of Ngaati Whanaunga, Ngaati Maru, Ngaati Paoa and Te Patukirikiri agreed to enter into treaty negotiations with the Crown on the basis of the Sir Douglas Graham proposal, and appointed 'interim' negotiators.

Subsequently, in early 2010, the other five Hauraki iwi/hapuu representative groups who had not yet done so, conducted an election process at hui-a-iwi and appointed interim negotiators.

Ngaati Whanaunga Interim Negotiators join with representatives of other iwi/hapuu to form the Tamaki Collective and the Hauraki Collective

In December 2009, Ngaati Whanaunga Interim Negotiators formally joined with negotiators of other Taamaki, Mahurangi and Kaipara iwi/hapuu to establish the Taamaki Collective.

In February 2010, Interim Negotiators of the Marutuahu tribes - except Ngaati Tamatera - signed the Taamaki Makaurau Framework Agreement along with negotiators of all iwi/hapuu of the Taamaki Collective.

In January 2010, Ngaati Whanaunga negotiators formally joined with negotiators of Ngaati Maru, Ngaati Paoa, Te Patukirikiri, Ngai Tai, Ngaati Porou and Ngaati Pukenga to progressively establish the Hauraki Collective. By April 2010, all 12 iwi/hapuu groups of Hauraki had joined in the Hauraki Collective. In 2010, Interim Negotiators of Ngaati Tamatera signed the Taamaki Framework Agreement. In October 2010, negotiators of all 12 iwi/hapuu of Hauraki signed the Hauraki Framework Agreement with the Crown.

4. Ngaati Whanaunga - Iwi/Hapuu

The Mana of the Marutuahu tribes of Hauraki is proclaimed in the traditional tauparapara as so:

*Nga Puke ki Hauraki ...
ka tarehuaa...
e mihi ana ki te whenua...
e tangi ana ki te tangata...
ko Mochau kei waho...
ko Te Aroha kei roto...
ko Tikapa te moana...
ko Hauraki te whenua...
ko Marutuahu te tangata !*

Marutuahu is a son of Hotunui who is descended of Hoturoa of Tainui waka. Whanaunga is the third son of Marutuahu to whom Marutuahu handed down his mana by the symbolic act of leaving a sheath made of the skin of his own body for the koauau (flute) of Whanaunga, which was presented to Whanaunga by his mother upon his return from Taranaki following the death of Marutuahu.

NGAATI WHANAUNGA DEED OF MANDATE

The claimant group 'Ngaati Whanaunga' is a 'Large and Distinct' group of all individuals that trace descent from the tuupuna Whanaunga and are of hapuu of Ngaati Whanaunga who have customary links to Ngaati Whanaunga hapuu lands estates, and those who affiliate to Ngaati Whanaunga hapuu by way of customary adoption (Whangaia) and by way of customary joining (Tuhonohono tanga). This definition will be refined and confirmed throughout the course of negotiations.

Ngaati Whanaunga hapuu lands estates are spread throughout the Hauraki, the Taamaki, and the Mahurangi/Kaipara claims regions. In pre European times, Ngaati Whanaunga, along with Ngaati Tipa, overcame Ngaati Huarere, the descendants of Tama Te Kapua of Te Arawa, on the Coromandel Peninsular. Ngaati Whanaunga, along with the other Marutuahu tribes, has since maintained mana whenua over the entire Coromandel Peninsular.

At the time of the arrival of the European, Ngaati Whanaunga hapuu held exclusive mana in their own right over lands estates within an extensive rohe of the Marutuahu tribes which stretched from Matakana near Tauranga Moana, throughout Hauraki and Taamaki and to Matakana near Mahurangi,

Ngaati Whanaunga has existed as a distinct tribal group since pre European times, and existed as such at the time of the arrival of the European and at the time of the signing of Te Tiriti o Waitangi, and has never been subsumed by any other tribe.

Ngaati Whanaunga have had their mana whenua recognised and acknowledged by other tribes of Tainui and Te Arawa, and by the Native Land Court, and by the Crown in historical land transactions.

Living descendants of Ngaati Whanaunga number in the thousands.

(Refer to Appendix 2 - List of Ngaati Whanaunga Hapuu)

5. Ngati Whanaunga Whenua

The traditional peepeha '*...Marutuahu ko whao rau...*' depicts the tribes of Marutuahu as being widespread and being a people of much resource. This is further espoused through waiata, apakura, and paatere such as 'Kei Whea Te Aute'. This descriptive is applied as an indication of the extensive rohe of the Marutuahu tribes as applies to the area - '*...Mai a Mahurangi ki Ngaa Kuri a Whaarei ... Matakana ki Matakana*'... from Mahurangi at Matakana near Warkworth in the north, to Ngaa Kuri a Whaarei at Matakana near Tauranga Moana in the south.

The combined areas and associated Marutuahu boundaries extend some 300km from Katikati near Tauranga Moana in the south, to Katikati near Mahurangi in the north. And some 150km east to west, from Te Tai Tama Wahine (Te Tai Tamahine), Tiikapa Moana, Te Waitemata in the east, to Waikato, Manukau and Kaipara in the west.

Ngaati Whanaunga hapuu lands and sites of significance are spread throughout the three treaty settlement claims areas as have been defined by the Crown as 'Hauraki', 'Taamaki', and 'Mahurangi/Kaipara'.

NGAATI WHANAUNGA DEED OF MANDATE

Ngaati Whanaunga do not distinguish as between the three settlement claims areas of 'Hauraki', 'Taamaki', and 'Mahurangi Kaipara' as have been defined by the Crown for the purpose of negotiating settlement of treaty claims with collectives of tribes within the defined treaty settlement areas.

(Refer to Appendix 2 - Rohe map)

(Refer to Appendix 4 - List of Ngaati Whanaunga Whenua)

6. Exclusive, Overlapping and Shared Interests

Ngaati Whanaunga hapuu have exclusive interests in specific lands estates blocks within the Ngaati Whanaunga rohe.

Ngaati Whanaunga Incorporated Society acknowledges that the proposed settlement areas of interest, as have been defined by the Crown (as referred to herein), include lands estates of other hapuu.

Ngati Whanaunga Incorporated Society maintain that Ngaati Whanaunga hapuu have exclusive and specific interests within land blocks as have been defined by survey upon creation of title under Crown Grant, and which may include the exclusive specific interests of other tribes, and in regards to which the Crown acknowledges other tribes having interests in the entirety of such blocks of land as defined - jointly along with Ngaati Whanaunga.

Ngati Whanaunga Incorporated Society acknowledges that Ngaati Whanaunga iwi/hapuu have 'shared' interests in areas as have been defined as a result of survey and Crown grant of title which encompass the interests of other hapuu - and also have 'overlapping' interests with iwi/hapuu in areas as have been defined by the Crown bordering the southern, western and northern boundaries of the Ngaati Whanaunga rohe.

(Refer appendix 3 - maps of Ngaati Whanaunga Whenua)

7. The Mandate Process

Ngaati Whanaunga Incorporated Society mandate strategy

In January and February 2011, Ngati Whanaunga Incorporated Society developed a Mandate strategy in conjunction with Te Puni Kokiri and the Office of Treaty Settlements. The Crown Endorsed the Ngaati Whanaunga Mandate Strategy.

The mandate strategy included for the conduct of hui-a-iwi of people of Ngaati Whanaunga iwi/hapuu to gain a mandate.

The mandate process has been conducted out of synch as a result of the negotiations process having been commenced prior to the mandate process, whilst iwi/hapuu and the Crown worked through a process of identifying and acknowledging the iwi/hapuu that ought to be involved in the negotiations process with the Crown.

NGAATI WHANAUNGA DEED OF MANDATE

(Refer Appendix 5 - Minute of Resolution Adopting Mandate Strategy)

(Refer Appendix 6 - Mandate Strategy)

(Refer Appendix 7 - Crown Letter of endorsement for Mandate strategy)

Mandating Hui Purpose

The purpose of mandating hui was to get approval from the people of Ngaati Whanaunga for Ngati Whanaunga Incorporated Society to negotiate with the Crown for the comprehensive full and final settlement of all 'historical' Treaty of Waitangi claims on behalf of all of the people of Ngaati Whanaunga.

Pre-hui communication/advertising

All hui and notice of resolutions as were to be put at all hui - were publicly notified through a range of media and networks including:

- The New Zealand Herald.
- The Hauraki Herald.
- The Waikato Times
- Nga Iwi FM Radio
- Hauraki Collective Web Site
- Hui-a-iwi
- Written Paanui.
- Email.

(Refer Appendix 8 - Hui Advertisements)

Mandating hui held.

In March 2011, Ngati Whanaunga Incorporated Society conducted a series of hui-a-iwi of people of Ngaati Whanaunga iwi/hapuu, and have obtained from those hui a mandate to represent all people of Ngaati Whanaunga iwi/hapuu in treaty settlement negotiations with the Crown.

(Refer to Appendix 9 - Mandate Hui Attendance Registers)

People were given the opportunity to provide input and discuss all relevant matters

People of Ngaati Whanaunga who attended mandate hui had the opportunity to discuss the process with the Ngaati Whanaunga Incorporated Society Executive Committee members and with the interim negotiators who were present at each hui, and amongst themselves, and to put any questions to Executive Committee members before each of the resolutions as were notified were put to a vote.

(Refer Appendix 10 - Mandate Hui Presentation)

(Refer Appendix 11 - Minutes of Mandate Hui)

NGAATI WHANAUNGA DEED OF MANDATE

People of Ngaati Whanaunga who did not attend hui had the opportunity to contact Ngati Whanaunga Incorporated Society and or Ngaati Whanaunga negotiators who's contact details were published in the communications and advertisements for the hui, and which were also available on web sites which were accessible by use of internet search engines using prompt words such as 'ngaati whanaunga', 'hauraki collective', 'treaty settlement negotiations' 'hauraki framework agreement'...etc.

Staff members of Te Puni Kookiri were invited to attend each hui as Crown observers, and a staff member of Te Puni Kookiri was present at each hui as such.

(Refer to Appendix 12 - The Crown observer reports)

Voting on Resolutions & Eligibility at hui

As was notified in the advertisements for the mandate hui - voting on the resolutions was by show of hands of people present at any one of the hui who wished to vote and were 18 years of age or older, and descended of iwi/hapuu of Ngaati Whanaunga - and vote by proxy was not permitted.

The voting process was reaffirmed by the facilitator of each hui immediately prior to the vote being taken on each resolution. All who attended each hui were also asked to provide their personal details and to sign the hui attendance register.

(Refer Appendix 13 - Mandate Hui Voting results)

Mandating hui locations:

Mandate hui were held in Auckland, Hamilton, Thames and Coromandel where there are large populations of Ngaati Whanaunga people.

The mandate strategy included for the conduct of a process, within time constrictions, that enabled the negotiations process to continue without any disruption.

Tribal Register

It was emphasised to all present at each hui that a tribal register of Ngaati Whanaunga iwi/hapuu members was being compiled and was to be utilised to conduct a poll of as many members of Ngati Whanaunga iwi/hapuu as was possible, and to include for postal votes - to ratify a final 'Deed of Settlement' (DOS) and a final 'Agreement in Principle' (AIP)

(Refer Appendix 14 - Tribal registration Form).

8. The Mandated Body - Ngati Whanaunga Incorporated Society.

Ngati Whanaunga Incorporated Society has been mandated by the people of Ngaati Whanaunga to negotiate a comprehensive, full and final settlement for all historical treaty claims on behalf of all Ngaati Whanaunga iwi/hapuu.

NGAATI WHANAUNGA DEED OF MANDATE

Sole iwi Authority

Ngati Whanaunga Incorporated Society is the only formally constituted Ngaati Whanaunga iwi authority in existence and has represented the interests of all Ngaati Whanaunga iwi/hapuu since incorporation in February 1992.

Ngati Whanaunga Incorporated Society has administered the treaty claims process which culminated in the presentation to the Waitangi Tribunal and the hearing of the WAI 809 claim as was presented by Ngaati Whanaunga kaumatua Toko Renata Te Taniwha for and on behalf of all iwi/hapuu of Ngaati Whanaunga – and to date has administered Ngaati Whanaunga Treaty of Waitangi negotiations with the Crown.

Origins

In July of 1988, the Ngati Whanaunga Management Committee was established at Manaia as The Ngaati Whanaunga iwi/hapuu representative body to nominate Toko Renata Te Taniwha as the Ngaati Whanaunga representative nominee trustee to the Hauraki Maori Trust Board as was subsequently established by the Hauraki Maori Trust Board Act 1989, and to also undertake tasks including for the implementation of iwi development initiatives.

In February 1992, the members of the Ngati Whanaunga Management Committee established and became the Ngati Whanaunga Incorporated Society - and continued to represent the interests of all people of Ngaati Whanaunga iwi/hapuu.

Ngaati Whanaunga Trust to be formed

Ngati Whanaunga Incorporated Society Executive Committee members view the society as the iwi authority representing all members of iwi/hapuu of Ngaati Whanaunga, which it will continue to do until such time as a Ngaati Whanaunga Trust entity is established - which will include for membership and participation of all descendants of iwi/hapuu of Ngaati Whanaunga. The Ngati Whanaunga Incorporated Society is in the process of developing and establishing such an entity.

9. The Mandated Body - Representatives

The Ngati Whanaunga Incorporated Society Executive Committee members are:

- Rodney Rangimoana Renata (Chair)
- Tipa Compain (Deputy Chair)
- Honey Renata (Secretary)
- Dulcie Cooper (Treasurer)
- Toko Renata Te Taniwha (Kaumatua)
- Hetaraka (Hector) Haumarangai Conner (Kaumatua)
- Mike Baker (Education/Funding/Research/Environment)
- Nathan Kennedy (Environment / Research)
- Ripeka Baker (Education / Research)
- Tukumana Nathan Renata (Kaumatua Support / Research)

NGAATI WHANAUNGA DEED OF MANDATE

The Ngati Whanaunga Incorporated Society Executive Committee kaiwhakahaere support personnel who have provided input into the treaty negotiations process are:

- Ngapera Baker
- Loryn Meha-Compain
- Pare Hauraki Compain
- Johannah Paremita Rawiri
- Kahumangu Rawiri
- Sarah Rose Renata

10. Process for Removing Incorporated Society/Executive Members.

The Ngati Whanaunga Incorporated Society 'Rules of the Society' provide for a member to be removed by way of a duly conducted special general meeting called for the purpose of removing a member. A two thirds majority vote of all members of the Society is required to remove a member of the society.

(Refer Appendix 15 - Rules and Objects of the Incorporated Society)

11. The Mandated Body - Roles and Responsibilities

The role and responsibilities in the treaty negotiations process of the Mandated Body and its representatives include for the formulation, implementation and administration of:

- Ngaati Whanaunga Kawa and Tikanga
- decision making processes
- reporting and communication procedures
- tribal registration processes
- processes to remove and replace negotiators
- provisions to amend the Deed of Mandate
- process for ratification of DOS and AIP
- disputes mediation processes

12. The Mandated Body - Accountabilities and Processes

Accountability

Ngati Whanaunga Incorporated Society is bound by a Constitution and rules of the Society and is accountable to the members of the Society and to all members of iwi/hapuu of Ngaati Whanaunga.

Ngati Whanaunga Incorporated Society accounts to members of Ngaati Whanaunga iwi/hapuu at AGM by way of the presenting of a comprehensive report from the Chair referring to activities as have been carried out by the executive committee, and of an audited financial report, as are required to be approved of and adopted by way of resolution.

NGAATI WHANAUNGA DEED OF MANDATE

The executive officers of the society are elected at an Annual General Meeting (AGM) of the society by a majority vote of all members of Ngaati Whanaunga iwi/hapuu who attend an AGM.

Conduct of business - meeting procedures

The business and activities of the Ngati Whanaunga Incorporated Society are conducted by an executive committee comprising a chairperson, secretary, treasurer and any number of descendants of Ngaati Whanaunga iwi/hapuu as may choose to participate.

The Society has resolved to allow for any member of Ngaati Whanaunga iwi/hapuu to participate in the conduct of business of the Society as an 'active' Executive Committee member. A person may participate in the business of the Society as an 'active' Executive Committee member by attending three (3) consecutive general meetings of the Society, and by maintaining regular attendance at general meetings.

A general meeting of the Incorporated Society may be called by the chair or by both the Secretary and Treasurer jointly, or by a majority of members of the Executive Committee. The time and place of a meeting and the agenda for such is to be notified by the Secretary to all members of the Executive Committee.

A minimum quorum of six Executive Committee members is required to participate in the conduct of a meeting of the Society. Agenda of general meetings of the Society are predictable as meetings follow the format of minutes of the previous meeting, which includes for the tabling and adoption of reports from Executive Committee members representing various portfolios, and any new items of business may only be added to a meeting agenda as general business by way of resolution.

General meetings may be conducted at hui or by telephone conference. Resolutions are achieved by way of a simple majority of a vote by Executive Committee members present at a meeting in regards to each motion put at a meeting.

13. The Mandated Body – Communication of Information

Ngati Whanaunga Incorporated Society will continue to communicate regularly with members of Ngaati Whanaunga iwi/hapuu so as to provide all relevant information as may be required by members of the Ngaati Whanaunga Claimant Group to be kept up to date in regard to all matters regarding negotiations throughout the process, and so as to receive all input as may be offered by any member, and so as to meet regularly with members of Ngaati Whanaunga - which will include for communication by way of:

- Conduct of hui-a-iwi/wananga
- Paanui/newsletter
- Web site
- Radio media broadcast
- Social Networks/forums

NGAATI WHANAUNGA DEED OF MANDATE

14. The Negotiators

Rodney Rangimoana Renata and Tipa Compain were confirmed as negotiators for Ngaati Whanaunga iwi/hapuu via the mandate process, having previously been appointed as 'interim' negotiators at a Ngaati Whanaunga hui-a-iwi in November 2009, and have since been fully engaged in negotiations with the Crown, as members of the Hauraki Collective and as members of the Taamaki Collective, and as members of the 'Marutuahu Roopu' grouping within the Taamaki Collective.

The negotiators have attended regular weekly negotiations hui with negotiators of other iwi/hapuu, and with the Chief Crown Negotiator, during 2010 and 2011.

Negotiators provide regular progress reports on treaty negotiations

The negotiators have consulted with and have provided feedback and update reports to Ngati Whanaunga Incorporated Society on a regular monthly basis since November 2009, and to Ngaati Whanaunga people via hui-a-iwi, on a regular monthly basis, since June 2009, and will continue to do so.

All reporting hui attended by the negotiators have been advertised in local/regional print media, Nga Iwi FM radio and via paanui networks.

Relationship between the Negotiators and the Mandated Body - Accountability of Negotiators.

The negotiators will be directly accountable to Ngati Whanaunga Incorporated Society throughout the Treaty settlement negotiations process.

The negotiators will make decisions by consensus, and will ensure that all decisions are endorsed by Ngati Whanaunga Incorporated Society.

The negotiators will continue to meet with the Incorporated Society on a monthly basis, and at such times as is deemed necessary or as is requested by the incorporated society, and will provide a comprehensive report on the treaty negotiations process to the incorporated society at every monthly meeting,

The negotiators are to seek guidance from the Mandated Body in regard to decisions as may be made from time to time during the negotiations process which may have a bearing on the outcome of the terms of the Agreement In Principle (AIP) or Deed of Settlement (DOS), and so as to ensure that any decisions as may be made by the negotiators reflect the decisions of the Mandated Body and do not compromise the values or the guiding principles and protocols as have been adopted by the society for application in the treaty negotiations and settlement process.

Removal and Appointment of Negotiators

Ngati Whanaunga Incorporated Society has the exclusive right to seek to remove or appoint a negotiator - which may only be done by way of resolution to be obtained from the people of Ngaati Whanaunga at a hui-a-iwi duly conducted for the purpose of removing and/or replacing negotiators, at any such time the society resolves to.

NGAATI WHANAUNGA DEED OF MANDATE

Ratification of negotiation and decision making process of the Negotiators

All outcomes of negotiations between the negotiators and the Crown and other iwi groups of the Hauraki and Taamaki collectives, and representatives of groups from adjoining settlement areas are to be ratified by Ngati Whanaunga Incorporated Society by way of the tabling and acceptance of negotiators reports by way of resolution.

15. Process of Conducting Treaty Settlement Negotiations

Protocols

Ngati Whanaunga Incorporated Society has adopted protocols as a guide to conducting the treaty settlement negotiations process and to define the relationship and interaction between the Mandated Body and the Negotiators which include a:

- Kawa / Tikanga / Cultural Framework
- Mandate strategy
- Deed of Mandate
- Decision Making Process
- Communications Strategy
- Removal / Appointment of Negotiators process
- Disputes Resolution process
- Iwi/Hapuu Member Register

Working with Ngaati Whanaunga Claimants

The Crown will not enter into treaty settlement negotiations with individuals who have lodged claims to the Waitangi tribunal. Instead, the Crown will negotiate with persons or entities that are mandated representatives of 'distinct claimant groups'.

Ngati Whanaunga Incorporated Society, as the mandated body with whom the Crown will negotiate settlement of all Ngaati Whanaunga claims, will endeavour to make contact with and to meet with all people of Ngaati Whanaunga who have lodged claims to the Waitangi Tribunal for and on behalf of descendants of Ngaati Whanaunga and to seek their comments and input into the treaty settlement negotiations process.

Terms of Negotiation (T.O.N.) – 'Iwi Specific' Negotiations Strategy

Ngati Whanaunga Incorporated Society will establish and adopt a framework in regard to the 'Terms of Negotiation' (TON) as the basis on which to conduct Ngaati Whanaunga iwi specific negotiations with the Crown.

The 'Terms of Negotiation' will refer to such things as may have some bearing on cultural, social and financial redress as may be offered by the Crown to Ngaati Whanaunga - and will help to determine and to define the terms of an 'Historical Account' as is required to be agreed between the Crown and Ngaati Whanaunga - the Terms of Negotiation may include for reference to, but is not limited to:

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- The terms of the Declaration of Independence of 1835.
- The Sovereign authority of Maaori chiefs at the time of the signing of the 'Declaration of Independence of 1835'- in right of each their own entire hapuu estates.
- Ngaati Whanaunga Hapuu, their estates and rohe as at 1840.
- The traditional customary rights of Ngaati Whanaunga Hapuu
- Common, shared and overlapping interests with other hapuu circa 1840
- The right of the representatives of the Sovereign Crown of England to enter into the treaty agreement with Maaori Chiefs of New Zealand.
- The right of Maaori Chiefs to enter into the treaty agreement with the Sovereign Crown of England.
- Origin of the wording of the terms of 'Te Tiriti o Waitangi'.
- Translation from 'Te Reo Maaori to English of 'Te Tiriti o Waitangi'.
- The Articles of 'Te Tiriti o Waitangi' so as to determine the expressed treaty rights and obligations of the Sovereign Crown of England circa 1840
- The Articles of 'Te Tiriti o Waitangi' so as to determine the expressed treaty rights and obligations of Maaori chiefs and their respective hapuu circa 1840.
- Pre Native Land Court land transactions including Taamaki lands transactions.
- 1860's Acts of aggression against Ngaati Whanaunga hapuu as were carried out by armed militia formed by segments of the settler population and as were supported by armed forces of the Sovereign Crown of England, which resulted in the confiscation (raupatu) of Ngaati Whanaunga lands.
- The New Zealand (Maaori) Pioneer Battalion
- The 28th Maori Battalion.
- Legislation enacted in breach of the terms of 'Te Tiriti o Waitangi' and subsequent Crown actions which breached Ngaati Whanaunga treaty rights.
- Reserves as were set aside for Ngaati Whanaunga hapuu
- The role of Her Majesty Queen Elizabeth II 'in right of New Zealand' in the treaty negotiations and settlement process.
- The role the Representative Government of the people of New Zealand in the treaty negotiations and settlement process as 'The Crown'.
- The identity of 'The Crown' as the party with whom Ngaati Whanaunga is engaging in treaty settlement negotiations.
- Crown owned lands in which Ngaati Whanaunga hapuu traditionally held exclusive interests.
- Crown owned lands in which Ngaati Whanaunga hapuu traditionally shared interests with other hapuu.
- Crown owned lands currently administered by local body governments.
- Crown owned lands currently administered by State Owned Enterprises.
- All Ngaati Whanaunga claims to the Waitangi Tribunal.
- The Hauraki report as produced by the Waitangi Tribunal.
- A.I.P as may be entered into between the Crown and other iwi/hapuu
- Cultural Redress, Social Redress, and Commercial redress.
- Quantum of financial losses to Ngaati Whanaunga resultant of treaty breaches by the Crown.
- Quantum of Financial / Commercial Redress as may be paid to Ngaati Whanaunga hapuu by the Crown

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Reference to recent Legislation as may restrict the scope of 'historical' treaty claims, and which may be in breach of Te Tiriti o Waitangi, and as may prejudice Ngaati Whanaunga in negotiations and settlement of historical treaty claims

Included in the 'terms of negotiation', will be reference to legislation as has been enacted shortly prior to and post the 'historical claims' period end 21 September 1992 - so as to determine the extent and effect of any prejudice to Ngaati Whanaunga as may arise from various Acts which include, but are not limited to:

- The Maori Fisheries Act 1989
- Treaty of Waitangi (Fisheries Claims) Settlement Act 1992
- Te Ture Whenua Maori Land Act 1993.
- The Maori Fisheries Act 2004
- Foreshore and Sea Bed Act 2004
- Marine and Coastal (Takutai Moana) Act 2011

Drafting an Agreement in Principle (A.I.P)

At the conclusion of Ngaati Whanaunga 'iwi specific' negotiations with the Crown, Ngati Whanaunga Incorporated Society will adopt a Draft Agreement in Principle (AIP), which will include for terms in regard to the Taamaki Framework Agreement and The Hauraki Framework Agreement, and terms in regard to matters on which agreement has been reached between the Crown and Ngati Whanaunga Incorporated Society following negotiations, which may include - an 'agreed historical account' and the terms of cultural redress, social redress and commercial redress.

Drafting a Deed of Settlement (D.O.S.)

At the conclusion of Ngaati Whanaunga 'iwi specific' negotiations with the Crown, Ngati Whanaunga Incorporated Society will negotiate the terms of a 'Draft Deed of Settlement' as may be entered into between Ngaati Whanaunga, and between other members of the Hauraki collective, and the Crown - which will include for terms as are included in the Taamaki Framework Agreement and The Hauraki Framework Agreement.

Reporting to iwi/hapuu

The Negotiators and Ngati Whanaunga Incorporated Society will report to members of Ngaati Whanaunga iwi/hapuu at hui-a-iwi conducted at least monthly. Ngati Whanaunga Incorporated Society has established and maintains a web site which is also linked into the Hauraki Collective web site - for communication of information to the Ngaati Whanaunga people and to the public at large.

All documents produced as are to form part of any agreement as may be entered into between Ngaati Whanaunga and the Crown in regard to the negotiation process and the settlement outcomes as may be referred to in a Deed of Settlement (DOS) and / or an Agreement in Principle (AIP) - are available to members of Ngaati Whanaunga iwi/hapuu in hard copy form and can be produced at reporting to hui-a-iwi, and/or in soft copy on the Ngaati Whanaunga web site.

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16. Disputes Resolution Process

Ngati Whanaunga Incorporated Society will implement a disputes resolution process to address any concerns as may be expressed by a member of the Ngaati Whanaunga Claimant Group as may give rise to a dispute in regard to any action of the mandated body or the negotiators during the negotiations and settlement process.

Upon receipt of a written notice from a person or group of Ngaati Whanaunga iwi/hapuu - expressing a concern as may give rise to a dispute - Ngati Whanaunga Incorporated Society would seek all relevant information required from the person or group to ensure it has a clear understanding of the nature of their concern.

Once the background and all relevant information has been received, Ngati Whanaunga Incorporated Society will then consider what further action as may be required to be taken to address the concerns as notified.

If the mandated body deems it necessary to be take any action in regard to concerns as have been advised, Ngati Whanaunga Incorporated Society members will meet with the person or group in question and attempt to resolve any matters of concern as may have been raised.

Ngati Whanaunga Incorporated Society will take all reasonable steps as are necessary to ensure that all concerns as are notified are resolved to the satisfaction of the person or group who notified the concern, and to the satisfaction of Ngati Whanaunga Incorporated Society as the mandated body.

Concerns as have been notified to Ngati Whanaunga Incorporated Society which cannot be resolved by way of discussion between the parties will be dealt with via a dispute resolution process, which is to be conducted by an independent arbitrator who is to be appointed by Ngati Whanaunga Incorporated Society.

Any dispute resolution hearing as may be conducted by an arbitrator will be held at a time and venue as is to be notified to, and acknowledged by, all parties to a dispute - at least seven (7) days prior to any such hearing being conducted.

If Ngati Whanaunga deems it necessary, a Crown representative will be invited to attend and observe any hearing of a dispute conducted by an arbitrator.

17. Ratifying a Deed of Settlement (DOS) and Agreement in Principle (AIP)

At such time as the Crown and the Negotiators have reached agreement as to the terms of a draft Deed of Settlement and/or a draft Agreement in Principle - for ratification by the people of Ngaati Whanaunga - the documents are to be 'initialled' by the Crown and by members of the mandated body and by the Negotiators.

Authority to Initial Draft

The Negotiators may only initial a Draft Deed of Settlement and/or a draft Agreement in Principle upon Ngati Whanaunga Incorporated Society granting approval to do so by way of resolution.

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Ratification

Following the initialling of a draft Deed of Settlement and of a draft Agreement in Principle the Ngati Whanaunga Incorporated Society is to make available to the people of Ngaati Whanaunga copies of those documents, and to conduct a final round of hui to provide the opportunity to all people of Ngaati Whanaunga to ask questions and to make comment so as to ensure the people have had a reasonable opportunity to make an informed decision when voting as to whether or not to accept the final terms of the Deed of Settlement, and of the Agreement in Principle.

Ratification of the Deed of Settlement (DOS) and of the Agreement in Principle (AIP) is to be gained by way of the conduct of a poll of all persons over the age of 18 years who have registered on the Ngaati Whanaunga tribal roll, and may only be obtained by a simple majority 'yes' vote which must exceed fifty per cent of the number of members registered on the Ngaati Whanaunga tribal roll.

Upon ratification and with the approval of the mandated body by way of resolution - the Ngaati Whanaunga Negotiators and the Mandated Body representatives may sign the final terms of a Deed of Settlement and of an Agreement in Principle - for and on behalf of all people of Ngaati Whanaunga.

18. Deed of Mandate to be available

This Deed of Mandate is to be made available to any and all members of the Ngaati Whanaunga iwi/hapuu claimant group, by Ngati Whanaunga Incorporated Society in response to any request in made in writing.

Upon receipt of any request for a copy of this Deed of Mandate as such, Ngati Whanaunga Incorporated Society must provide a copy within a reasonable time not exceeding seven days from the time of receipt of the request.

Ngati Whanaunga Incorporated Society agrees to the Crown making the Deed of Mandate (DOM) known through a public notification process.

Release of information under the Official Information Act

Ngati Whanaunga Incorporated Society acknowledges that the Deed of Mandate with supporting information may be released by the Crown under the terms of the Official Information Act 1982, and in accordance with the terms of the Act.

The Crown has agreed to notify Ngati Whanaunga Incorporated Society in writing of any request received by the Crown for the Deed of Mandate to be made available to an applicant under the Official information Act - and to include Ngati Whanaunga Incorporated Society in all correspondence in relation to any applications received by the Crown requesting release of information in regard to the Deed of Mandate - prior to any such information being provided to an applicant.

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19. Affirmation

Ngati Whanaunga Incorporated Society unreservedly enters into this covenant with the people of Ngaati Whanaunga iwi/hapuu and undertakes to abide by the terms of this Deed of Mandate - as duly signed for and on behalf of the mandated body on this

..... Day of 2011, by:

Name: Toko Renata Te Taniwha (Kaumatua - Executive Committee NWIS)

Date:

Signature:

Name: Hetaraka Haumarangai Conner (Kaumatua – Executive Committee NWIS)

Date:

Signature

Name: Rodney Rangimoana Renata (Chairman/Negotiator)

Date:

Signature:

Name: Tipa Shane Compain (Deputy Chairman/Negotiator)

Date:

Signature:

Name: Bonita Pongarauhine Renata (Secretary – Executive Committee NWIS)

Date:

Signature:

Name: Dulcie Cooper (Treasurer - Executive Committee NWIS)

Date:

Signature:

Name: Michael Edward Baker (Executive Committee NWIS)

Date:

Signature:

Name: Ripeka Aroha Baker (Executive Committee NWIS)

Date:

Signature:

Name: Tukumana Nathan Renata (Executive Committee NWIS)

Date:

Signature:

Name: Nathan Kennedy (Executive Committee NWIS)

Date:

Signature:

NGAATI WHANAUNGA DEED OF MANDATE

20. Appendices

Copies of the list of documents attached to the Deed of Mandate as supporting material is as follows:

- *Appendix 1 - Hauraki Report Summary of The Waitangi Tribunal*
- *Appendix 2 - list of Ngaati Whanaunga hapuu*
- *Appendix 3 - Rohe map*
- *Appendix 4 - List of Ngaati Whanaunga Whenua*
- *Appendix 5 - Minute of Resolution Adopting Mandate Strategy*
- *Appendix 6 - Mandate Strategy*
- *Appendix 7 - Crown Letter of endorsement for Mandate strategy*
- *Appendix 8 - Hui Advertisements*
- *Appendix 9 - Mandate Hui Attendance Registers*
- *Appendix 10 - Mandate Hui Presentations*
- *Appendix 11 - Minutes of Mandate Hui*
- *Appendix 12 - The Crown Observer Reports*
- *Appendix 13 - Mandate Hui Voting results*
- *Appendix 14 - Tribal registration Form*
- *Appendix 15 - Rules and Objects of the Incorporated Society*

Te Tiriti o Waitangi (The Text in Maori)

Preamble

Ko Wikitoria, te Kuini o Ingarani, i tana mahara atawai ki nga Rangatira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kai wakarite ki nga Tangata maori o Nu Tirani-kia wakaetia e nga Rangatira maori te Kawanatanga o te Kuini ki nga wahikatoa o te Wenua nei me nga Motu-na te mea hoki he tokomaha ke nga tangata o tona Iwi Kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kua ai nga kino e puta mai ki te tangata Maori ki te Pakeha e noho ture kore ana.

Na, kua pai te Kuini kia tukua a hau a Wiremu Hopihona he Kapitana i te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aiane, amua atu ki te Kuini e mea atu ana ia ki nga Rangatira o te wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

Ko te Tuatahi

- Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kawanatanga katoa o o ratou wenua.

Ko te Tuarua

- Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira ki nga hapu-ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otiia ko nga Rangatira o te Wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua-ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

Ko te Tuatoru

- Hei wakaritenga mai hoki tenei mo te wakaetanga ki te Kawanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

(Signed) WILLIAM HOBSON,
Consul and Lieutenant-Governor.

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka huihui nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaetia katoatia e matou, koia ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.
Ko nga Rangatira o te wakaminenga.

The Treaty of Waitangi (The Text in English)

Preamble

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands—Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

Article The First

- The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

Article The Second

- Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

Article The Third

- In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W. HOBSON Lieutenant Governor.

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty.

[Here follow signatures, dates, etc]