



## **Mōkai Pātea Waitangi Claims Trust**

### **Draft Mandate Strategy**

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

*Dated: this 14<sup>th</sup> day of December 2017*

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# He Kupu Whakaaraara

Ka tiaho mai ngā whetū

Hei tohu o te kauae runga

Ka whitiwhiti mai i te rā

Hei ara ki te kauae raro

Ki te whaiao ki te ao mārama

Ko Papa e tūhonotia

E te pito i te hono i wairua

Ko Rangi e tūhonotia

E te kāwai a Tākawe o Kahukura

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

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## Mōkai Pātea Waitangi Claims Trust

### Draft Mandate Strategy

#### A. Introduction

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

## B. Definitions

- **Claimant Community** means all those persons who affiliate by way of verified whakapapa to one or more of the four confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū, and includes those who choose not to register as a member of the Trust.
- **Board Trustees** means the persons appointed by each Iwi Rūnanga to be trustees of the Trust pursuant to Schedule 1 of the Trust Deed.
- **Iwi Rūnanga** means each of the following bodies, or where the context requires, one or more of the following bodies:
  - a. Te Rūnanga o Ngāi Te Ohuake;
  - b. Te Rūnanga o Ngāti Hauiti;
  - c. Te Rūnanga o Ngāti Whitikaupeka;
  - d. Te Rūnanga o Ngāti Tamakōpiri.
- **Mōkai Pātea Nui Tonu** means the confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū (Ngā Iwi Nui Tonu o Mōkai Pātea).
- **Rūnanga delegates** means those persons elected at Hui-a-Iwi in accordance with clause 4 of Schedule 1 of the Trust Deed and who, when acting together, constitute the Iwi Rūnanga.
- **Trust** means the Mōkai Pātea Waitangi Claims Trust.
- **Trust Deed** means the Trust Deed adopted by the Trust.

## C. Mōkai Pātea Nui Tonu

4. Mōkai Pātea Nui Tonu are the confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū (Ngā Iwi Nui Tonu o Mōkai Pātea). Mōkai Pātea Nui Tonu acknowledge and affirm their history of kotahitanga, and similarly recognise each Iwi's independent exercise of tino rangatiratanga.
5. The decision by Mōkai Pātea Nui Tonu to work as a collective for the purposes of the negotiation of historical Treaty of Waitangi claims, has an historical precedent. In the past, the four Iwi and their respective hapū often acted collectively on major issues affecting them, including their response to the challenges of land and resource alienation in the late nineteenth century.

6. The common founding ancestor of Mōkai Pātea Nui Tonu is Tamateapokaiwhenua, from whom descended those of the following iwi and their respective hapū:
- (a) Ngāi Te Ohuake;
  - (b) Ngāti Hauiti;
  - (c) Ngāti Whitikaupeka; and
  - (d) Ngāti Tamakōpiri.
7. Each of the four Iwi of Mōkai Pātea Nui Tonu is governed by an Iwi Rūnanga, as follows:
- (a) Te Rūnanga o Ngāi Te Ohuake;
  - (b) Te Rūnanga o Ngāti Hauiti;
  - (c) Te Rūnanga o Ngāti Whitikaupeka; and
  - (d) Te Rūnanga o Ngāti Tamakōpiri.
8. Each Iwi Rūnanga consists of Rūnanga delegates who are elected at Hui-ā-Iwi and who are representative of their hapū. For the avoidance of doubt, for a hapū which is affiliated to more than one of the Iwi of Mōkai Pātea Nui Tonu, then that hapū is entitled to be represented by way of a delegate in more than one Iwi Rūnanga. The members of that hapū are entitled to participate in more than one Hui-ā-Iwi to elect their hapū representatives as Rūnanga delegates.

#### **D. The Hapū of Mōkai Pātea Nui Tonu**

9. The Hapū of Mōkai Pātea Nui Tonu are as follows:
- (a) **Ngāi Te Ohuake:**
    - (i) Ngāti Hau, Ngāti Tamakorako, Ngāti Hinemanu\*, Ngāti Honomōkai\*, Ngāi Te Upokoiri\*, Ngāi Te Ngāruru, Ngāti Paki.
  - (b) **Ngāti Hauiti:**
    - (i) Ngāi Te Ngahoa, Ngāti Ruaanga, Ngāti Haukaha, Ngāti Tamatereka, Ngāti Hora, Ngāti Tumōkai\*, Ngāti Hinetio, Ngāti Hinemanu\*, Ngāi Te Upokoiri (II), Ngāti Whiti-Hauiti, Ngāti Rangiwhaiao.
  - (c) **Ngāti Whitikaupeka:**
    - (i) Ngāti Whiti Tūturu, Ngāti Whiti-Hauiti, Ngāti Whiti-Tama, Ngāi Te Upokoiri\*, Ngāti Honomōkai\*, Ngāi Tautahi.
  - (d) **Ngāti Tamakōpiri:**

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

\* denotes that the hapū is a shared hapū.

10. The Trust will only negotiate the settlement of the historical claims of Ngāti Hinemanu to the extent that they are based on:
- (a) descent from the mother of Hinemanu, who was Punakiao, (of Ngāi Te Ohuake); or
  - (b) descent from the husband of Hinemanu, who was Tautahi (of Ngāti Whitikaupeka, Ngāti Hauiti and Ngāi Te Ohuake).
11. The Trust will only negotiate the settlement of the historical claims of Ngāti Upokoiri to the extent that they are based on descent from the husband of Te Upokoiri, who was Rangituouru (of Ngāi Te Ohuake (through Honomōkai) and Ngāti Whitikaupeka and Ngāi Te Ohuake (through Wharepurakau).
12. The Trust will only negotiate the settlement of the historical claims of Ngāti Honomōkai to the extent that they are based on descent from the mother of Honomōkai, who was Punakiao of Ngāi Te Ohuake.

## **E. Area of Interest**

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

IWI	MARAE	PAPAKĀINGA
Ngāi Te Ohuake	Winiata (Ngāti Hinemanu/Ngāti Paki)	Awarua (Mōkai)

<b>Ngāti Hauiti</b>	Tahuhu Rātā Winiata (Ngāti Hinemanu)	Utiku
<b>Ngāti Whitikaupeka</b>	Te Riu o Puanga Moawhango	Makokomiko
<b>Ngāti Tamakōpiri</b>	Opaea Kaiewe	Tūrangārere

17. It is recognised that:

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

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

- Ōruamātua-Kaimanawa;
- Owhāoko B;
- Owhāoko C;
- Owhāoko D;
- Tīmahanga;
- Te Koau;
- Awarua o Hinemanu;
- Aorangi (Awarua);
- Mangaohane;
- Motukawa No 2;
- Awarua;
- Otumore;
- Mangoira;
- Otamakapua;
- Otairi No 1;
- Otairi No 4;
- Rangatira Hapōpō; and
- Taraketī.

19. Ngā Iwi Nui Tonu o Mōkai Pātea recognise and acknowledge their shared interests with other Iwi in the following land blocks:

- Rangipō Waiū;
- Rangipō Waiū No 2;
- Waitapu;
- Rangitīkei Tūrakina;
- Paraekaretu;
- Rangitīkei Manawatū; and
- Te Ahuaturanga.

## **F. Overlapping Interests**

20. The Trust acknowledges the whānaungatanga of Mōkai Pātea Nui Tonu with other neighbouring Iwi and hapū.

21. In the context of those who have raised potential overlapping interests in the Mōkai Pātea Nui Tonu Area of Interest, the following list of overlapping groups has been taken from statements of claim filed in the Wai 2180 inquiry. The list does not represent the Trust's view of the extent or nature of the interests asserted by these groups.

- Ngāti Tūwharetoa;
- Ngāti Waewae;
- Ngāti Rangi;
- Heretaunga-Tamatea;
- Ngā Hapū o Ahuriri;
- Rangitāne;
- Ngāti Apa;
- Ngāti Kauwhata;
- Ngāti Hotu;
- Ngāti Raukawa;
- Muaūpoko;
- Te Reureu;
- Ngāti Pīkiahū;
- Ngāti Hikairo;
- Te Wai Nui a Rua (Ranginui and Ranginui-Tamakehu); and
- Uenuku.

22. Prior engagement between the Trust and the Crown on overlapping claims issues has related to:

- He Toa Takitini (Heretaunga-Tamatea Claims Settlement Trust)
- Mana Ahuriri Incorporated
- Tūwharetoa Hapū Forum and Ngāti Waewae
- Tanenuiarangi Manawatu Incorporated
- Rangitāne o Wairarapa and Rangitāne Tamaki nui-ā-Rua

- Te Rūnanga o Ngāti Apa
- Ngāti Rangi Trust; and
- Uenuku Charitable Trust.

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

<b>Memorandum</b>	<b>Parties</b> (other than Mokai Patea Nui Tonu)	<b>Status</b>
Te Waiū	Ngāti Tūwharetoa Ngāti Rangi	Signed
Te Hautapu	Ngāti Rangi	Awaiting signoff
Ahuriri Hapū	Mana Ahuriri	Signed
Heretaunga-Tamatea	He Toa Takitini	Signed
Pourewa	Ngāti Apa	Signed

## **G. Waitangi Tribunal process and Comprehensive negotiations**

24. The Waitangi Tribunal is currently hearing the claims of the Taihape district, under Wai 2180 (Taihape: Rangitikei ki Rangipo District Inquiry).
25. The Trust seeks to negotiate and settle all the historical Treaty claims of Mōkai Pātea Nui Tonu, whether registered with the Waitangi Tribunal or not, for Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi that occurred prior to 21 September 1992, insofar as the claims relate to the claimant community, including:

- § Wai 263;
- § Wai 378;
- § Wai 382;
- § Wai 385;
- § Wai 400;
- § Wai 401;
- § Wai 581;
- § Wai 588;
- § Wai 647;
- § Wai 662;
- § Wai 1196;
- § Wai 1299;
- § Wai 1497;
- § Wai 1632;
- § Wai 1639;

- Wai 1705;
  - Wai 1835;
  - Wai 1868;
  - Wai 1888;
  - Wai 2157.
26. This list is subject to aggregation directions from the Waitangi Tribunal or other amendments to claims within the Inquiry District.
27. The Trust acknowledges that there are some within the claimant community who prefer to continue with Waitangi Tribunal hearings rather than direct negotiations with the Crown. The Trust acknowledges that the negotiation and settlement of historical claims will have an impact on the Waitangi Tribunal Wai 2180 inquiry, and the Trust will continue to keep the Tribunal, Crown Forestry Rental Trust and claimants to the inquiry, informed as to negotiation progress, by way of:
- (a) Quarterly written updates;
  - (b) Regular updates as negotiation milestones are reached; and
  - (c) The establishment of a Claimant Forum which is open to representatives of individual Wai claims and which will meet as required to receive information concerning the negotiation process and provide feedback as to how the needs and aspirations of individual claimants can be accommodated within the negotiation process.
28. The Trust further acknowledges that there has been a group who affiliate to Ngāti Hinemanu and Ngāti Paki and who have expressed their concern at a mandating and negotiation process which might not appropriately reflect their needs. The Trust:
- (a) Acknowledges the social and political importance of Ngāti Hinemanu as a significant entity within the Mōkai Pātea rohe, both historically and today, and this is recognised through the ability of those of Ngāti Hinemanu decent to affiliate to, and hold hapū representation in, three of the four Iwi Rūnanga. This is depicted below in **Figure 1**, showing Ngāti Hinemanu hapū representation in green (in Te Rūnanga o Ngāti Hauiti, Te Rūnanga o Ngāi Te Ohuake and Te Rūnanga o Whitikaupeka through Ngāi Tautahi); and
  - (b) Acknowledges the particular pain and grievance experienced by the descendants of Winiata Te Whaaro, being primarily of Ngāti Paki descent, following the destruction of Pokopoko by the Crown. This is recognised by:
    - (i) the Trust's Pokopoko Redress Strategy to be developed with Ngāti Paki descendants in accordance with Ngāti Paki tikanga, based on the principle that those who have suffered particular

(ii) the ability of those of Ngāti Paki descent to affiliate to, and hold hapū representation in, Te Rūnanga o Ngāi Te Ohuake, depicted below in **Figure 1** in orange.

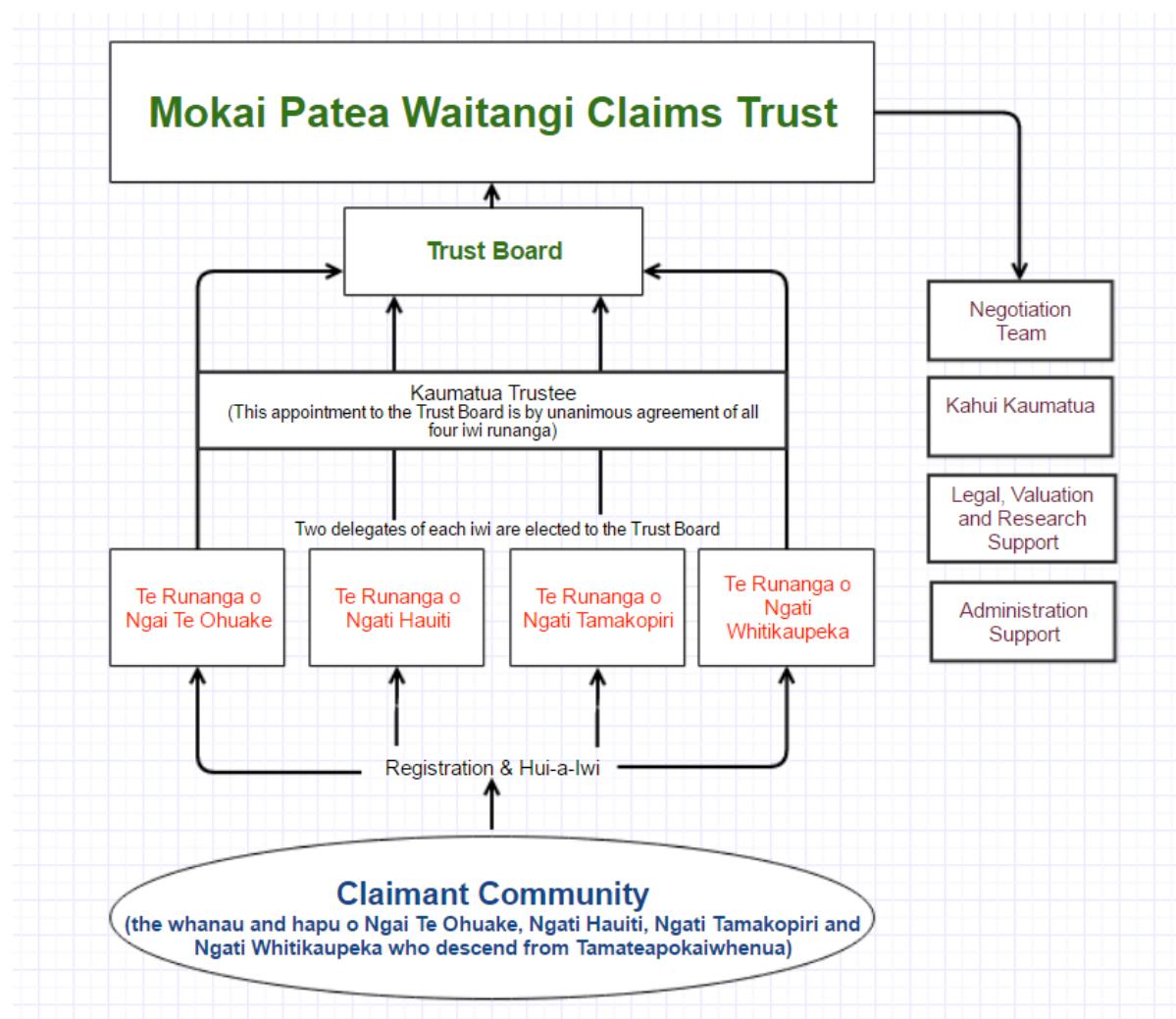
- Figure 1:**



- 11

- (b) That those whānau and hapū who suffered particular prejudice and loss from particular breaches by the Crown of Te Tiriti o Waitangi are entitled to specific and tangible redress;
  - (c) That the Trust will be a collective decision-making forum based on equal representation from each of the four Iwi Rūnanga; and
  - (d) That individuals who affiliate by verified whakapapa to Mōkai Pātea Nui Tonu can effectively participate in the negotiation and settlement of Treaty claims regardless of whether or not the individual chooses to register with the Trust.
31. The Mōkai Pātea Waitangi Claims Trust is seeking a mandate based on its track record of successfully representing the interests of Mōkai Pātea Nui Tonu in the context of Treaty of Waitangi hearings in the Waitangi Tribunal.
32. The structure of the Trust is depicted in **Figure 2**.

**Figure 2: Mōkai Pātea Waitangi Claims Trust Proposed Mandate Structure**



33. The Trust will be governed by a Trust Board consisting of a maximum of nine Board Trustees. The nine Board Trustees will represent the collective interests of Mōkai Pātea Nui Tonu through the Iwi Rūnanga and will be appointed by the Rūnanga delegates as follows:
- (a) The delegates of Te Rūnanga o Ngāi Te Ohuake appoint two Board Trustees;
  - (b) The delegates of Te Rūnanga o Ngāti Hauiti appoint two Board Trustees;
  - (c) The delegates of Te Rūnanga o Ngāti Whitikaupeka appoint two Board Trustees;
  - (d) The delegates of Te Rūnanga o Ngāti Tamakōpiri appoint two Board Trustees; and
  - (e) Together, the delegates of the four Iwi Rūnanga may appoint, following due consultation with the Kahui Kaumatua, one Board Trustee as the Tumu Mōkai Cultural Leader representing all of Mōkai Pātea Nui Tonu. The Tumu Mōkai will be responsible for ensuring the cultural safety of Board Trustees and Negotiation Team during the negotiations, by providing advice on tikanga, kawa and other matters of a cultural nature.
34. Subject to the initial appointment policy in clause 40, the Board Trustees will remain in office for a term of three years, and are eligible for re-election, unless removed or disqualified in accordance with the Trust Deed.
35. The Board Trustees shall be governed by the terms of the Trust Deed. The Trust is an incorporated Charitable Trust registered on 23 February 2011.
36. The quorum for all meetings of Board Trustees shall be a majority of the Board Trustees who, for the time being, hold office pursuant to the Trust Deed, provided that there must be one Board Trustee present appointed from each Iwi Rūnanga for a quorum to have been reached.
37. The Board Trustees will meet to conduct business at such intervals as the Board Trustees may decide, but not less frequently than 4 times within each financial year. The Board Trustees may invite to such meetings whomever they may decide may assist them in their deliberations. All Board Trustee meeting decisions will be decided by a majority vote of Board Trustees present at a Trust Board meeting.
38. The Board Trustees determine by nomination and vote among themselves who will fill the role of Chairperson and Deputy Chairperson.
39. In the interests of transparency, the current Board Trustees as appointed by each of the four Iwi Rūnanga are set out as follows:

Te Rūnanga o Ngāi Te Ohuake	Te Rangiangoa Hawira Kelly Thompson
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Te Rūnanga o Ngāti Hauiti	Utiku Potaka (Chair) Thomas Curtis
Te Rūnanga o Ngāti Whitikaupeka	Barbara Ball (Deputy Chair) Te Rina Warren
Te Rūnanga o Ngāti Tamakōpiri	Hari Benevides Moirā Raukawa-Haskell
Joint appointment	Isaac Hunter

40. The Board Trustees who hold office at the time the mandate is recognised by the Crown shall be the initial Board Trustees of the mandated entity. Thereafter, and within six months:
- Each Iwi Rūnanga shall convene a Hui-ā-Iwi for the purpose of electing delegates to their Iwi Rūnanga, in accordance with the election process pursuant to Schedule 1 of the Trust Deed; and
  - Following their election, the Rūnanga delegates shall meet to affirm or replace the appointed initial Trustee on the Board that has been in office the longest of the two; and
  - Twelve months later, the Rūnanga delegates shall meet to affirm or replace the other appointed initial Trustee on the Board.
41. The process of election of Rūnanga delegates to the Iwi Rūnanga under Schedule 1 of the Trust Deed is:
- a Hui-a-Iwi shall be held by that Mōkai Pātea Iwi, advertised in the local papers not less than 20 working days prior to the meeting being held, and with notice given to those who are registered as members of that Mōkai Pātea Iwi, for the purposes of electing Rūnanga delegates to the Iwi Rūnanga on behalf of that Mōkai Pātea Iwi;
  - any person aged 18 years of age or older who affiliates by verified whakapapa to the Mōkai Pātea Iwi concerned may be eligible to be nominated as a Rūnanga Delegate;
  - nominations may be made on the day and voting shall be by way of show of hands but any person nominated as a Rūnanga Delegate must not be disqualified by any of the criteria laid down in clause 4.2 of the Deed;
  - voting at the meeting shall be open to all of those who are aged 18 years of age or older and affiliate by way of verified whakapapa to that Mōkai Pātea Iwi;
  - Rūnanga delegates remain in office for a term of three years and are eligible for re-election unless removed or disqualified in a manner consistent with the process laid down in clause 4.2 of the Deed.

## **I. Accountability**

42. The relationship between the Trust and the Iwi Rūnanga and their Iwi/Hapū members is two-way.
43. The Trust is accountable to the individual named claimants of those Waitangi Tribunal claims that it represents. The Trust will report in writing on a quarterly basis to the claimant community, and provide the opportunity for claimant community hui upon reasonable request.
44. The Trust will convene an Annual Trust Hui soon after the end of the Trust's financial year to report to the claimant community, and present:
  - (a) The Trust's audited financial statements;
  - (b) An Annual Report that reports on the Trust's activities for the year against the objectives of the Trust's Annual Plan for that year;
  - (c) An Annual Plan which sets out the Trust's objectives for the upcoming year; and
  - (d) All changes to Board Trustees as appointed by Rūnanga delegates during the year.
45. Board Trustees are bound by the Trust Deed. All decisions will be made in accordance with the accountability provisions of the Trust Deed. In addition, the following principles will guide the Trust's accountability to the claimant community:
  - (a) continuous and regular engagement with the claimant community;
  - (b) decision-making transparency with the claimant community; and
  - (c) Robust and accessible dispute resolution processes.
46. A separate bank account will be established by the Trust to manage Crown claimant funding contributions. The Trust will comply with the Office of Treaty Settlements' policy and process for the management of claimant funding.
47. The Trust has a communications strategy to keep the claimant community informed. The Trust has established a Facebook page and website to engage with whānau wherever they may reside. The Trust will use all technology and social media platforms available to disseminate progress reports on the settlement negotiations.
48. The Trust will present an initialled Deed of Settlement to the four Iwi Rūnanga of Mōkai Pātea and undertake a Deed of Settlement ratification process including online, and postal as well as ballot box voting at ratification hui around the motu.

49. The Board Trustees and Negotiators will be supported by a Kahui Kaumatua of respected Iwi elders, who will provide cultural oversight and direction on the following matters:
- (a) Ensuring the quality and accuracy of the Trust's membership register and the register of members of the claimant community by verifying whakapapa to one of more of the Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri; and
  - (b) Providing quality advice and input into the cultural and customary association of Mōkai Pātea Nui Tonu, waahi tapu, sites of significance, whakapapa and historical events.

## **J. Appointment and proceedings of Negotiators**

50. The Trust will appoint a Negotiators Team consisting of no more than four persons who will be responsible for the management of the Trust's Treaty settlement negotiations.
51. Nominees for the role of a Negotiator will complete a statutory declaration which will include:
- (a) Agreement to be bound by the Deed of Trust and policies and procedures concerning Negotiators; and
  - (b) Evidence as to how the nominee meets the guidelines for the appointment of Negotiators including geographical spread, fair representation of Iwi Rūnanga, the need for a balance of skills and expertise, and experience in negotiations.
52. The Trust will retain the ability to co-opt Negotiators for particular skills or for particular issues which may arise.
53. The Trust will provide for:
- (a) a process for the removal and replacement of Negotiators for due cause;
  - (b) a process for an annual review of Negotiators based on key performance indicators as set by Board Trustees;
  - (c) policies for fair and transparent remuneration, and reimbursement of costs, of Negotiators; and
  - (d) the reporting and accountability processes for Negotiators to the Trust by way of monthly reports or more regularly whenever milestones are reached.
54. All acts, decisions and proceedings of the Negotiation team will be conditional on approval from the Board Trustees. Only the Board Trustees shall have the authority to submit a draft Deed of Settlement to the claimant community for ratification.

55. The Negotiation Team will be supported by an administrative group responsible for:
- (a) assisting with the operational requirements of the negotiations;
  - (b) ensuring the proper implementation of Trust policies and procedures;
  - (c) ensuring compliance with negotiations work plans and timetables;
  - (d) ensuring Negotiators' compliance with statutory requirements, the Trust's Deed and contractual obligations;
  - (e) financial reporting; and
  - (f) implementation of the Trust's Communications Strategy as set out in this mandate strategy.
56. The Negotiation Team will have authority to delegate negotiation tasks to committees established by the Negotiators, who are responsible and accountable back to the Negotiators.

## **K. Mōkai Pātea Register**

57. The Trust has a Mōkai Pātea Register (tribal membership database) which was initially established by the collation of all member information from each of the Iwi Rūnanga.
58. The Trust will maintain a Mōkai Pātea Register in accordance with Schedule 2 of the Trust Deed, for the purposes of, inter alia:
- (a) any elections required pursuant to Schedule 1 of the Trust Deed; and
  - (b) communicating the progress of the Trust in its mahi and to allow the Trust to contact the claimant community; and
  - (c) voting processes for mandate and settlement negotiation decisions by the claimant community.
59. The Trust has its own registration form and continues to grow and build the Trust's Mōkai Pātea Register. Each registration is verified by the Iwi kaumātua to which the registration relates, to verify the whakapapa of the applicant beneficiary, before membership is granted. A copy of the Trust's registration form is provided in **Appendix F**.
60. The Trust acknowledges those who are members of the claimant community but who may not wish to register as members with the Trust. The Trust maintains a database of those unregistered members to ensure that they can be notified of, and effectively in, claimant community hui and decision-making. An unregistered member is entitled to participate in decisions concerning the mandate of the Trust (including decisions to amend or remove the mandate of the Trust) once that person's whakapapa has been verified by the Iwi kaumātua.

## **L. Mandating Hui Process**

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

That the Mōkai Pātea Waitangi Claims Trust is mandated to represent the claimant community in negotiations with the Crown for the comprehensive settlement of all of the historical claims of Mōkai Pātea Nui Tonu where “claimant community” means all those persons who affiliate by way of verified whakapapa to one or more of the four confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū, and includes those who choose not to register as a member of the Trust.
62. Mandate hui will be facilitated by the Trust, based on the current Mōkai Pātea Register and the locations of the members at the following locations (venues to be advised):
  - i. Wellington;
  - ii. Auckland;
  - iii. Hastings;
  - iv. Taupō;
  - v. Whanganui; and
  - vi. Taihape.
63. The mandate hui advertisement will be developed from the Crown template. Mandate hui advertisement, including all hui details and available voting options (online and postal) will be advertised as follows:
  - (a) In local, regional and national newspapers including the Dominion Post, the NZ Herald, the Whanganui Chronicle, the Christchurch Press, Hawkes Bay Today, and the Waikato Times;
  - (b) Through local and national broadcasting including Awa FM (and its website), Radio Wātea, National Radio (and its website), and Māori Television (and its website);
  - (c) Through social media platforms including the Trust’s website, the Trust’s Facebook page, and social media outlets of each of the Iwi Rūnanga constituent entities; and
  - (d) By way of Iwi, rūnanga, hapū, whānau networks, fun-day events, land trust meetings, sports and cultural events.
64. Mandate hui advertisements/pānui will also be distributed to Mōkai Pātea registered members, via the current preferred contact options held for each adult member in the Trust’s Mōkai Pātea Register.
65. The Trust will use Election Services NZ to manage the mandate voting process, including mandate hui, online and postal voting.

66. The mandate hui will include the following agenda items:
- (a) Purpose of the Mandate Hui;
  - (b) Summary of Mōkai Pātea Nui Tonu history and identity, relationship with the Crown and key grievances and Treaty claims;
  - (c) How the hapū of Mōkai Pātea Nui Tonu are represented through the Rūnanga structure and the Trust;
  - (d) Presentation of the Mandate Resolution and voting process;
  - (e) A question and answer session;
  - (f) Voting: Mandate Resolution (as above); and
  - (g) General update on Trust activities.

## **M. Mandating Voting Process**

67. Voting will be open to all members of the claimant community and who are aged 18 years or over during the voting period, regardless of whether or not the voter is registered with the Mōkai Pātea Waitangi Claims Trust.
68. Members of the claimant community will be able to vote in four ways:
- (a) Postal voting using prepaid return envelopes; or
  - (b) Online voting using a unique identifier; or
  - (c) Voting by using ballot boxes at mandate hui; or
  - (d) Voting via a special vote for those who are not registered members of the Trust at the voting date.

### *Postal voting and electronic voting*

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

### *Votes Submitted at Mandate Hui*

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

### *Special Votes*

73. Where someone has not registered before the start of the voting period and wishes to do so, they can contact the Independent Returning Officer to say that they want to vote in the mandate process. They will be sent a voting pack which will include a registration form and a special voting form. Alternatively, an allocated person, under the supervision of the Independent Returning Officer, can provide these at the mandate hui.
74. The special voting papers must be marked with a provisional number for the applicant for registration and this will be their voting identification number. These numbers should be easily distinguishable from the voting identification numbers for registered voters and a register of all special votes needs to be prepared.
75. The applicant must send their registration form together with the special voting form or vote as provided at the mandate hui.
76. Members of the claimant community who do not wish to register but wish to vote can contact the Independent Returning Officer. They will be sent a whakapapa verification form and a special voting form. Alternatively, an allocated person, under the supervision of the Independent Returning Officer, can provide these at the mandate hui. Special votes will not be counted unless a registration form or whakapapa verification and a special voting form has been received on or before the last day for receipt of voting papers. Special votes will be subject to verification that the voter is aged 18 years and over and fits within the definition of the claimant community. Verification will be carried out by those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust.
77. Voters must complete a special voting form if they:
  - (a) register on the Trust members database during the voting period but before the closing date of voting;
  - (b) wish to vote but do not want to register with the Trust;
  - (c) did not receive their voting pack in the mail; or

- (d) do not have their voting paper they received in the mail and therefore want to cast their vote at the mandate hui.
78. Each special vote will use a unique voting identifier that will reference the special registration of the individual according to age or late registration. Each special vote voting form will have the required registration form, fully completed and attached, if not already previously registered. An allocated person under the supervision of the independent returning officer will be present at each formal mandate hui to accept special votes and give instructions to members of the claimant community who wish to vote this way.

#### *Replacement voting papers*

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

## **N. Dispute Resolution Process**

80. The Trust will maintain a transparent and robust dispute resolution process:
- (a) For registration and whakapapa disputes, these will be first referred to those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust, and with the assistance of the Trust’s Kahui Kaumatua. If resolution is not achieved, the process will be as set out in subclause (b);
  - (b) Complaints regarding accountability, appointment of Board Trustees or appointment of Negotiators will require the complaint to be tabled in writing to the Chair of the Trust, with appropriate supporting information, and the Trust will within 20 working days appoint Board Trustees’ representatives to meet with the complainant(s) within 10 working days and report back to the Trust within 20 working days on the discussion(s) with a recommendation(s) on next steps for the Trust; and
  - (c) In each case, if those processes do not resolve the issue(s), the Trust will determine whether it is appropriate for the issue(s) to go to a publicly notified hui of the claimant community.
81. In the case of an issue whether or not to amend or remove the mandate of the Trust, a written notice addressed to the chairperson of the Trust must be signed by at least 200 persons who are members of the Trust which identifies the concerns of the party. Such a notice then requires the Trust to initiate its dispute resolution process in subclauses (b) and (c) above. If the dispute is then unresolved, then the party seeking to amend or withdraw the mandate may

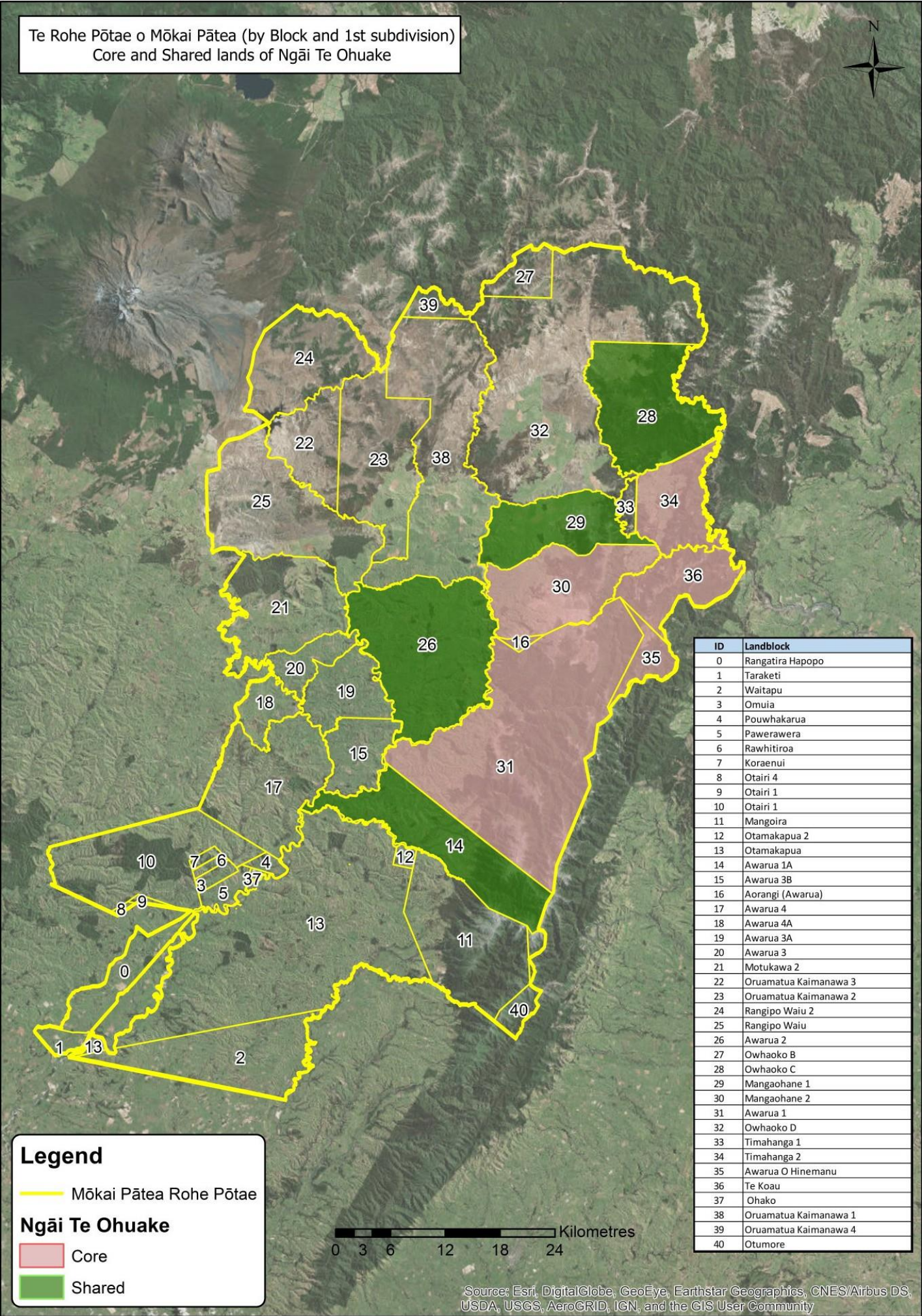
organise at least five publicly notified hui which will comply with the same notification requirements as set out in the mandate strategy for mandate hui, namely:

- (a) Hui are publicly notified at least three weeks in advance, and hui information distributed to the claimant community at their last known address;
- (b) The notice is to include a summary of the concerns raised, who the parties are, and the purpose of the hui including any proposed resolution;
- (c) An invitation to Te Puni Kōkiri to attend as an observer; and
- (d) Voting at the meeting on whether or not to amend or remove the Trust's mandate will be open to those who are registered and unregistered members of the claimant community (aged 18 years and over). For those who are unregistered members, the right to vote will be determined if their whakapapa has been duly verified by the Mōkai Pātea Iwi kaumātua;
- (e) A 75% majority is required to vote in favour of a process to initiate an amendment to, or removal of, the Trust mandate. If the 75% threshold is not reached, but there remains concerns then the Trust shall consult with the Office of Treaty Settlements as to next steps; and
- (f) The outcome of the hui be notified to the Office of Treaty Settlements and Te Puni Kōkiri including future steps to be followed and potential impact(s) on negotiations.

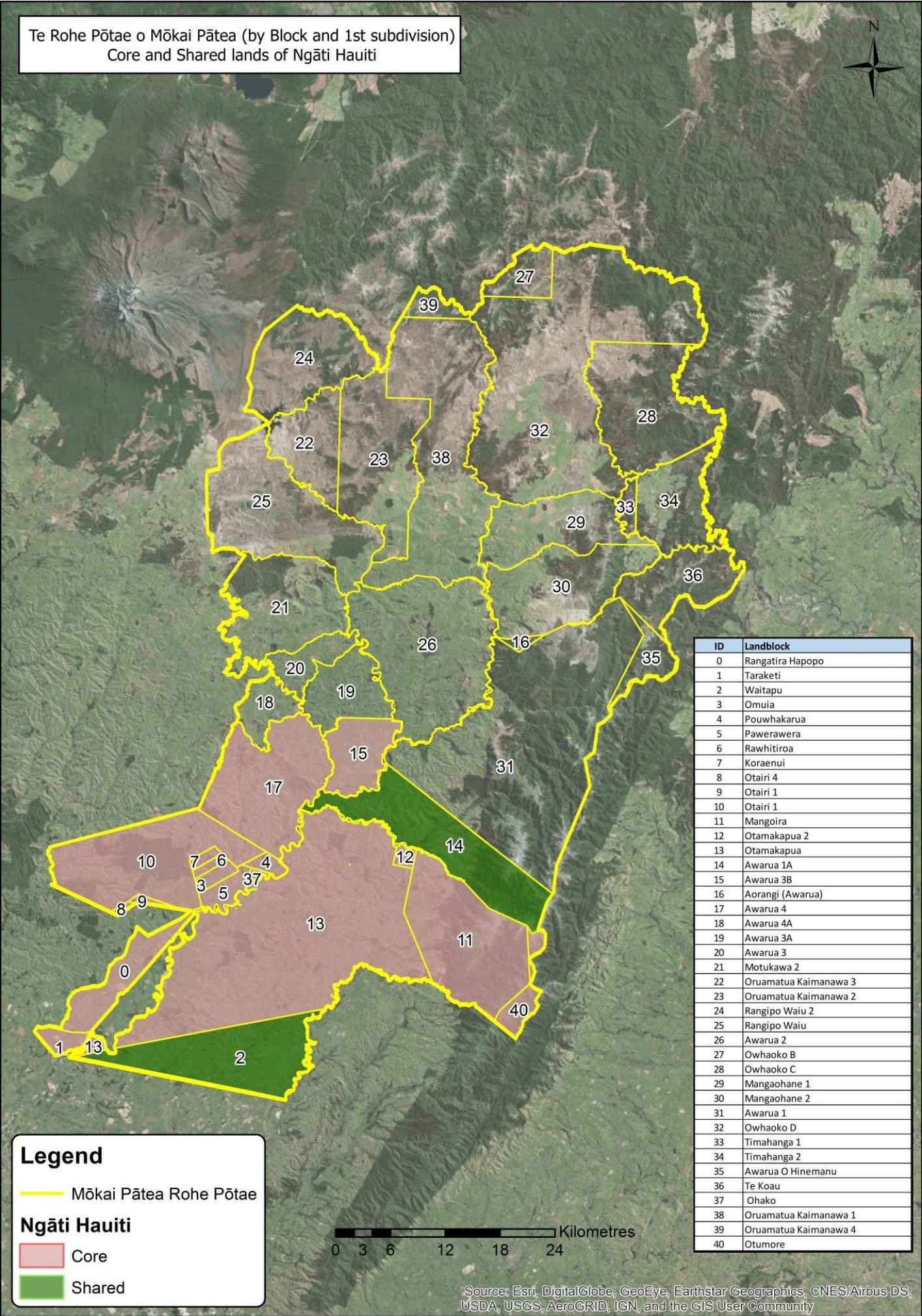
## **O. List of Appendices**

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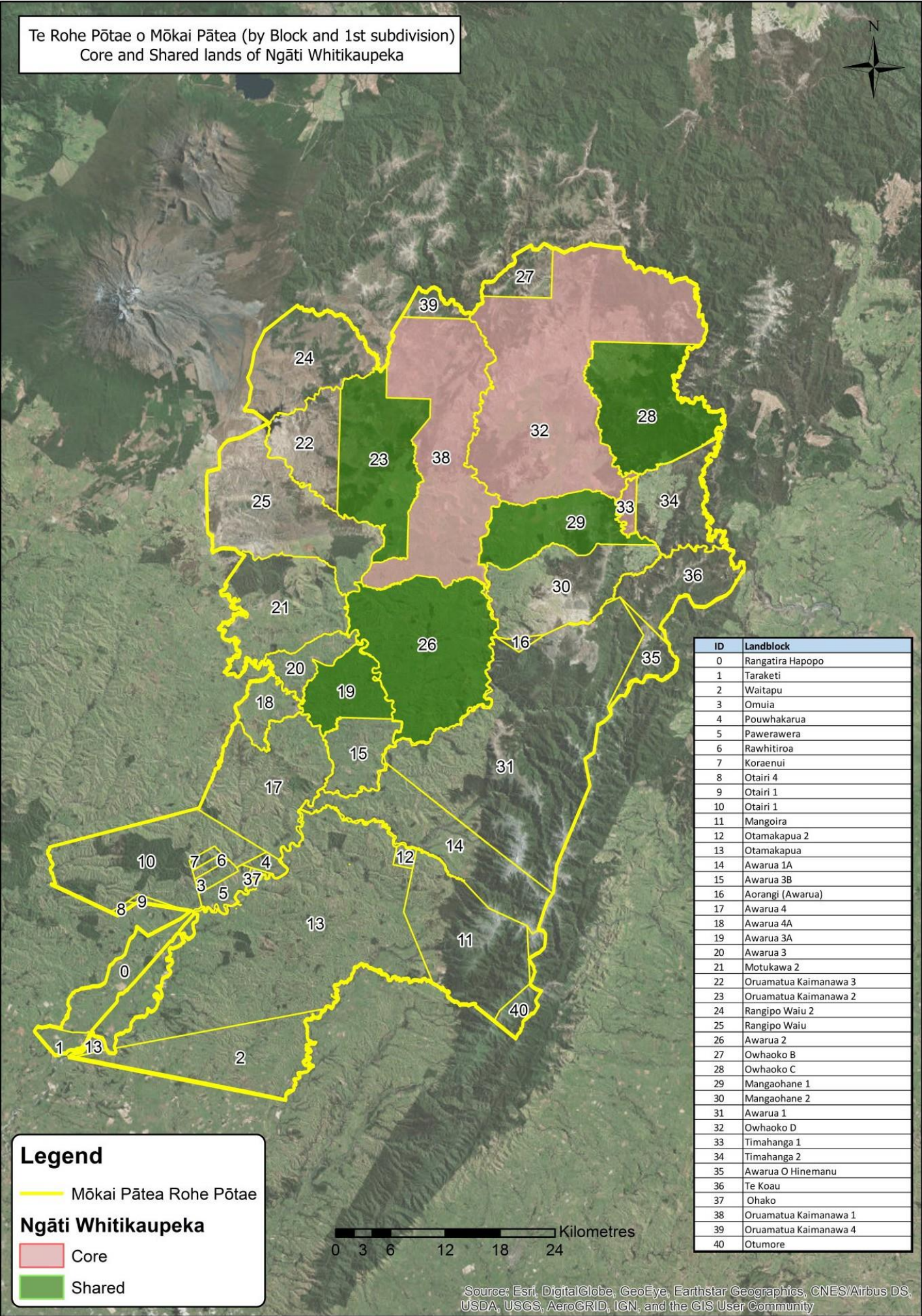
Appendix A - Area of Interest of Ngāi Te Ohuake.



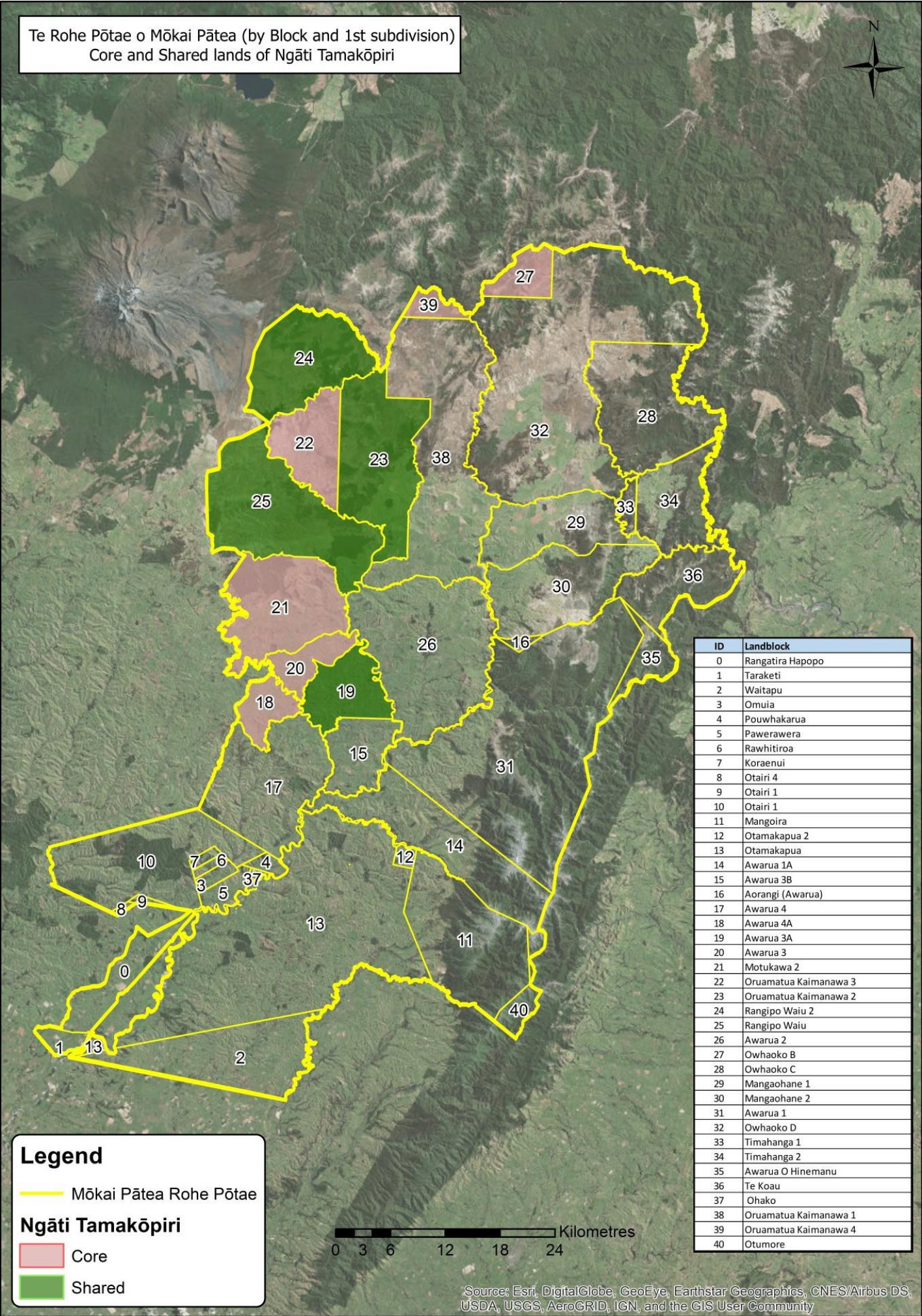
Appendix B - Area of Interest of Ngāti Hauiti.



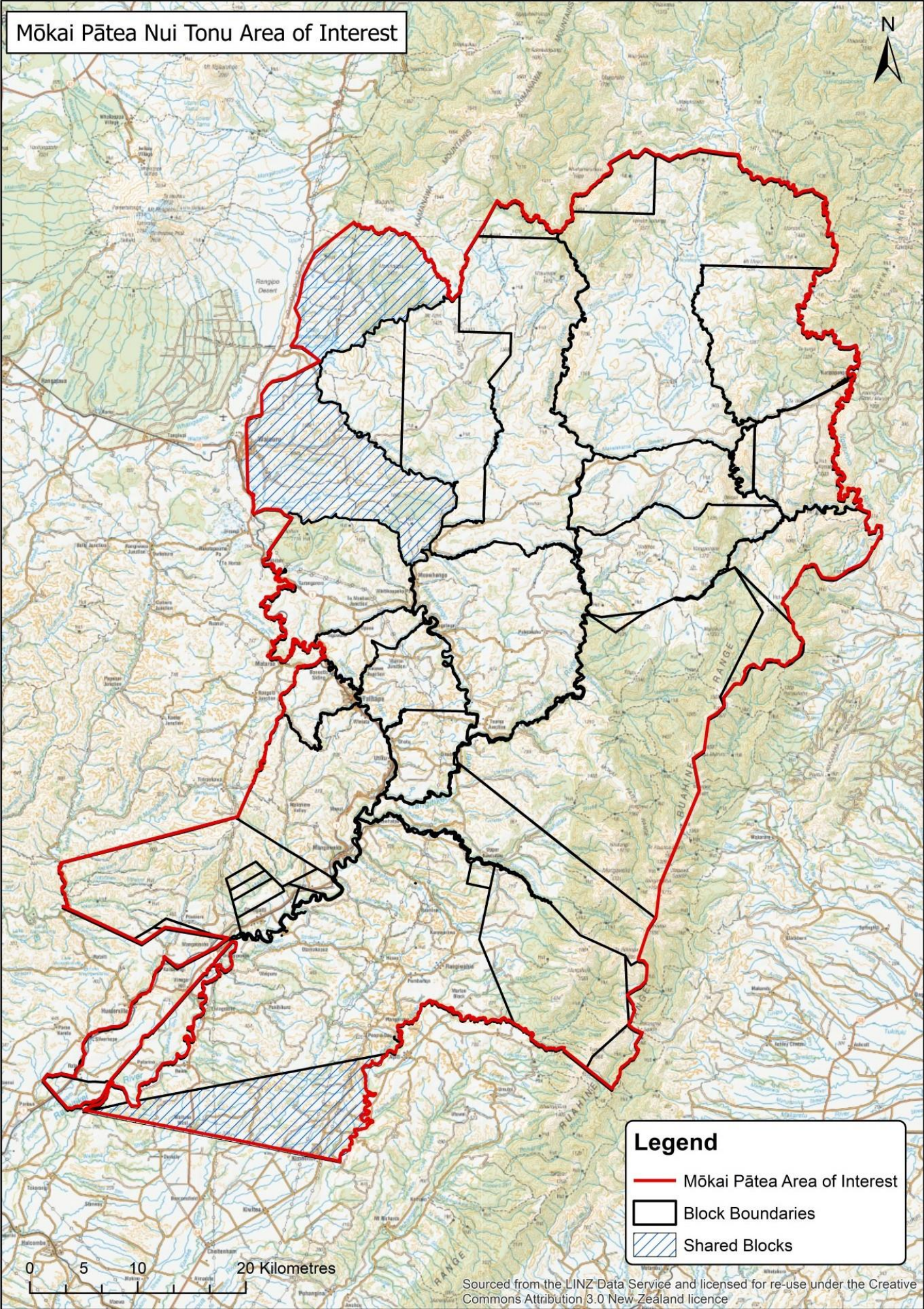
Appendix C - Area of Interest of Ngāti Whitikaupeka.



Appendix D - Area of Interest of Ngāti Tamakōpiri.



Appendix E - Area of Interest of Mōkai Pātea Nui Tonu.



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**Appendix F -  
Registration Form.**



# Registration Form

Te Rūnanga o Ngāti Hauiti  
Te Rūnanga o Ngāi Te Ohuake  
Te Rūnanga o Ngāti Tamakōpiri  
Te Rūnanga o Ngāti Whitikaupeka

Each of the Mōkai Pātea Iwi Rūnanga referred to above are using this form to register the people of Mōkai Pātea whose ancestors identified as one or more of the hapū and iwi of Ngāti Hauiti, Ngāi Te Ohuake, Ngāti Tamakōpiri and Ngāti Whitikaupeka. Any information received will be held by or for each of the relevant Mōkai Pātea Iwi entities or their successors. You have certain rights under the Privacy Act 1993 to see and correct personal information which these entities (or their successors) hold about you. The information will be used to enable each entity to identify as many of their members as possible, so that as many individuals as possible are informed of Mōkai Pātea matters. The information may also be used to identify those who may take part in any electoral process relating to Mōkai Pātea (and/or the individual iwi within the confederation) and/or derive any entitlement as members in the future. Registrations are subject to a verification process involving the Iwi Rūnanga and may be declined should it be found that incorrect whakapapa claims have been made. Should you need assistance in completing this form, please contact the relevant iwi Rūnanga or the Mōkai Pātea Waitangi Claims Trust (contact details are overleaf). Note that any children aged under 18 years entered on this form will be entered as adult members once they come of age, unless the Trust is advised in writing that they do not wish to be so registered.

Surname: \_\_\_\_\_ First Names: \_\_\_\_\_  
Maiden name: \_\_\_\_\_ Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender: (circle) M / F  
Postal Address: \_\_\_\_\_ Home phone: \_\_\_\_\_  
Suburb: \_\_\_\_\_ Mobile phone: \_\_\_\_\_  
City: \_\_\_\_\_ Postcode: \_\_\_\_\_ Email: \_\_\_\_\_  
Country: \_\_\_\_\_ Partner's Name: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Are you a whāngai? (circle) YES / NO

**Children under 18 years (persons 18 and over should fill in their own form):**

Surname:	First names:	Gender: (circle)	Date of Birth:	Whāngai?
_____	_____	M / F	____/____/____	Y / N
_____	_____	M / F	____/____/____	Y / N
_____	_____	M / F	____/____/____	Y / N
_____	_____	M / F	____/____/____	Y / N

**Iwi—tick the box for any of the iwi that you affiliate to. If you know your hapū, please indicate by circling those below:**

Ngāti Hauiti	<input type="checkbox"/>	Circle any known hapū for voting:	Ngāi Te Ngahoa/Ngāti Ruaanga/Ngāti Haukaha/Ngāti Tamatereka/ Ngāi Te Upokoiri/Ngāti Hora/Ngāti Tūmōkai/Ngāti Hinetio/ Ngāti Hinemanu/Ngāti Rangiwahaiao/Ngāti Whiti-Hauiti
Ngāi Te Ohuake	<input type="checkbox"/>	Indicate all known hapū	Ngāti Tamakorako/Ngāti Hau/Ngāti Hinemanu/Ngāi Te Upokoiri/ Ngāi Te Ngaruru/Ngāti Paki/Ngāti Honomōkai
Ngāti Tamakōpiri	<input type="checkbox"/>	Indicate all known hapū	Ngāti Tuope/Ngāti Tamakaiaorangi/Ngāti Hinetai/Ngāti Tamapinea/ Rangitoea/Ngāti Tamawhiti/Ngāti Tama Tūturu/Ngāti Te Taenui
Ngāti Whitikaupeka	<input type="checkbox"/>	Indicate all known hapū	Ngāti Whiti Tūturu/Ngāti Whiti-Hauiti/Ngāti Whiti-Tama/ Ngāi Te Upokoiri/Ngāti Honomōkai/Ngāti Tautahi

**Declaration:** I acknowledge the introduction to this form and consent to the disclosure of my personal information to any of the Iwi Rūnanga entities above or entities related to them or their successors and I declare that the information above and overleaf is correct.

Signature: \_\_\_\_\_

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

You	Father	Grandfather	Great Grandfather	
			Great Grandmother	
Mother	Grandmother	Grandfather	Great Grandfather	
			Great Grandmother	
		Grandfather	Great Grandfather	
			Great Grandmother	
		Grandmother	Great Grandfather	
			Great Grandmother	

**Please show as much of your Mōkai Pātea whakapapa as possible. Attach additional papers if required.**  
*When completed please send to:*

**Mōkai Pātea Waitangi Claims  
 Trust c/- The Administrator  
 PO Box 54  
 Taihape 4742**

<b><i>Iwi contacts :</i></b>		
Ngāti Hauiti	Utiku Potaka/Maria Taiuru	u.potaka@xtra.co.nz/maria@inspire.net.nz
Ngāi Te Ohuake	Te-Rangi Hawira/Kelly Thompson	raukowhai@slingshot.co.nz/hauiti.kelly@xtra.co.nz
Ngāti Tamakopiri	Moirā Raukawa-Haskell/Hari Benevides	moira.raukawa-haskell@otmk.org.nz/ hari@ruralinzone.net
Ngāti Whitikaupēka	Barbara Ball/Richard Steedman	ballwhanau@xtra.co.nz/richard.steedman@xtra.co.nz