

NGĀTI RANGATAHI
WHANAUNGA
ASSOCIATION DRAFT
MANDATE STRATEGY



REPRESENTING
NGĀTI RANGATAHI IWI

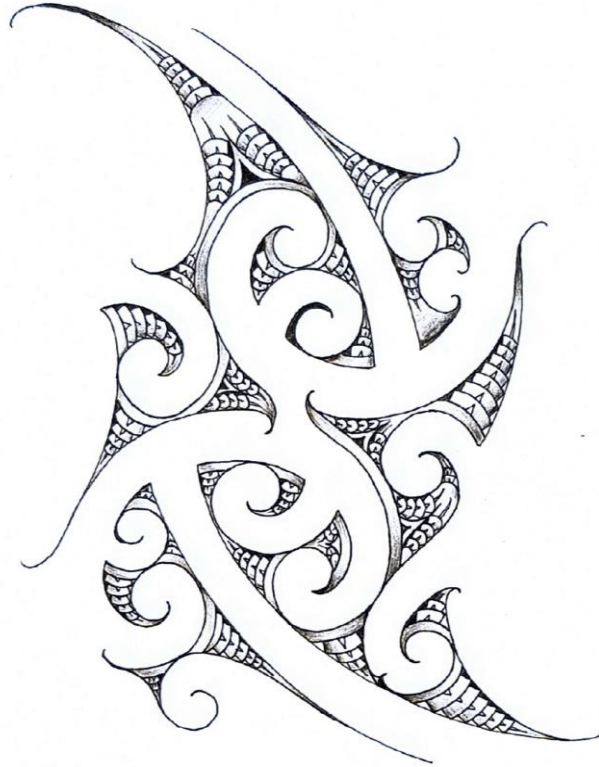
6 JUNE 2019

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HE TOHU



Above is the tohu of Rangatahi. Each koru design represents the Marae of Ngāti Rangatahi that lie through the Motu. This tohu also shows that Tutakamoana and Rangipare are united as one, which in turn created the eponymous Rangatahi. The koru that are knitted together represent the many relationships between each Marae through whakapapa, and acts like a korowai that binds the Marae together.

INTRODUCTION

1. On Saturday 7 June 2003, registered members of the Ngāti Rangatahi Whanaunga Association (the Association) attended a Hui-a-Iwi at Wharauoa Marae and agreed and resolved that the Association proceed to negotiate and settle all the historical Treaty of Waitangi claims of Ngāti Rangatahi.
2. In 2008, representatives of Ngāti Rangatahi reached an agreement with the then Hon. Dr Michael Cullen to begin to enter into direct Treaty settlement negotiations with the Crown and seek a comprehensive settlement of all Ngāti Rangatahi historical Treaty of Waitangi claims.
3. The affirmation to seek a mandate was re-confirmed on 15 February 2015, and again at a Special General Meeting of the Association's Trustees on 8 July 2017 (see Appendix 1 Meeting Minute).
4. Based on the agreement of the Ngāti Rangatahi claimant community to achieve a comprehensive Treaty settlement with the Crown, the collective marae of Ngāti Rangatahi agreed to proceed as a Large Natural Grouping, and:
 - 4.1. enter into negotiations with the Crown to negotiate a comprehensive settlement for all Ngāti Rangatahi historical Treaty of Waitangi claims; and
 - 4.2. within the process of a negotiation and settlement, allow for marae to represent their distinct interests and claims within the negotiation team, on behalf of the beneficiaries of the respective Ngāti Rangatahi marae and claimant communities.
5. Representatives of the Association have met regularly since 1993 to progress Ngāti Rangatahi Waitangi claims. Records of these meetings have been kept.

Kaupapa Matua

6. The Association is founded on its Kaupapa Matua to advance, restore and secure the economic and social well-being of Ngāti Rangatahi as a whole and ensure that assets received from any settlement are protected and well managed for future generations and to work together with the Crown to comprehensively settle all Ngāti Rangatahi Treaty of Waitangi Claims and achieve the best possible outcome for Ngāti Rangatahi present and future generations.

7. Ngāti Rangatahi’s interests are noted in, and hold primary interest in, the following Waitangi Tribunal Inquiries:

Waitangi Tribunal District Inquiries	
• Whanganui-a-Tara District Inquiry	Wai 145
• Te Rohe Pōtae District Inquiry	Wai 898
• Whanganui District Inquiry	Wai 903
• Porirua Ki Manawatu District Inquiry	Wai 2200

8. Ngāti Rangatahi have a long-known history of protest against the injustice of Raupatu in all of the above regions. The findings of the Waitangi Tribunal’s Te Whanganui-a-Tara (Port Nicholson) and Whanganui District Inquires support that Ngāti Rangatahi have suffered significant Raupatu, prejudice and grievances as a result of breaches of the Treaty of Waitangi by Crown Policy, practice, and law over decades.

Draft Mandate Strategy

9. The purpose of the draft mandate strategy (the strategy) is to provide information and insight into the process the Association will take in seeking a Crown-recognised mandate to negotiate a Ngāti Rangatahi Treaty settlement with the Crown, on behalf of beneficiaries and/or descendants who affiliate to Ngāti Rangatahi via whakapapa and are recognised on the Association’s register.
10. If the Association is successful in gaining a Crown-recognised mandate, the Association will negotiate a Ngāti Rangatahi initialled Deed of Settlement with the Crown for the claimant community’s ratification.
11. The contents of the strategy are without prejudice and should not in any way disadvantage or jeopardise any claimant group nor be used as a reference for the process of negotiations or settlement of any other group.

CLAIMANT DEFINITION

12. Ngāti Rangatahi descend from two tupuna:
 - 12.1. Tohiraukena
 - 12.2. Tukawekai
13. The Ngāti Rangatahi tribal group is of the ancestral waka Tainui and is made up of the affiliated hapū and marae of Ngāti Rangatahi as identified in paragraphs 16, 17 and 18 of this strategy.
14. The Hapū and descendants of ngā tupuna Tukawekai and Tohiraukena that recognise themselves as Ngāti Rangatahi have suffered significant injustices and grievances as a result of the breaches of the Treaty of Waitangi by the Crown. The claims and negotiation process will seek to settle these breaches and grievances, and therefore will include claims which are made on the basis of Ngāti Rangatahi whakapapa, whether registered or unregistered. It is likely that further research and preparation would need to be undertaken to properly represent these claims.
15. Wai claims to be included in a settlement, include:

Wai Claims
Wai 264 (Railway Surplus Land Disposal Claim)
Wai 366 (Hutt Valley Lands Claim)
Wai 651 (Te Reu Reu Land Claim)
Wai 764 [Poroaka School Land (Taumarunui) Claim]
Wai 987 (Rangitoto-Tuhua Land Block Claim)
Wai 1064 (Ngāti Rangatahi Public Works Claim)
Wai 1097 (Ohura South A (Taringamotu) Survey Block Alienation)
Wai 1147 (Te Uhi Ohura South Claim)
Wai 1203 (Ohura South B and Associated Land Blocks Claim)
Wai 1230 (Ngāti Huru Claim)

Wai Claims
Wai 1299 (Ngāti Hekeawai Land Block Claim)
Wai 1461 (Ngāti Kauwhata ki te Tonga and Rangitikei-Manawatu, Reureu Blocks, and Awahuri reserve lands Claim)
Wai 1623 (Ngāti Rangatahi kei Rangitikei Claim)
Wai 1638 (Descendants of Ngahuia Anderson Claim)
Wai 1803 (Ngāti Hari (Turu and Canterbury) Claim)
Wai 2197 (Rangitikei River Lands (Heitia) Claim)

16. Ngāti Rangatahi recognised Hapū Ancestors [note all associated whakapapa available on request]:

Hapū Ancestors			
Kahukura	Kaparatehau (aka Pārata)	Kauwhakarewa	Manupure
Ngārupiki	One	Paretuiri	Rangikaiwhiria
Reremai	Takioinoa	Tanoa	Te Auahi
Te Awhitu	Te Puru	Te Whatu	Te Uruweherua
Tieketi	Tohingaroa	Tutemahurangi	Ue

17. Ngāti Rangatahi affiliated Hapū:

Affiliated Hapū		
Ngāti Hekeawai	Ngāti Kauwhakarewa	Ngāti Puha
Ngāti Hinekiore	Ngāti Kowainga	Ngāti Reremai
Ngāti Hinerangi	Ngāti Ngatu	Ngāti Rōpukauri
Ngāti Hinewai	Ngāti Pareteho	Ngāti Tamakaitoa
Ngāti Hira	Ngāti Pareuirā	Ngāti Wera

18. Ngāti Rangatahi affiliated Marae (*Associated Marae of Ngāti Rangatahi)

18.1. There are 13 active Marae in the Ngāti Rangatahi rohe and most are affiliated to the “Ngāti Rangatahi Whanaunga Association.” Some of these Marae have dual affiliations to both Ngāti Rangatahi and other hapū in the Taumarunui region, because of these dual affiliations these Marae may be represented in Treaty settlement negotiations for Ngāti Rangatahi and for other large natural groups.

Affiliated Marae	
Hia Kaitupeka*	Matuakore*
Morero*	Ngapuwaitaha*
Ngairo*	Petania*
Takaputiraha*	Te Hiiri o Mahuta*
Te Peka*	Tuwhenua*
Whanau Maria*	Waipu*
Wharauoa*	

**Associated Marae of Ngāti Rangatahi*

19. Ngāti Rangatahi Turangawaewae Kainga:

Turangawaewae Kainga		
Aramahoe	Ararimu	Hikurangi
Kahukura	Kakariki	Koromiko
Maraenuku	Matāhanea	Matapuna
Ngapuanu	Opetea	Orurukaikore
Otari	Peneta	Pukerimu
Pukepoto	Poururu	Rukirangi
Tarewaanga	Te Karu o Ue	Teoteo
Te Tutu o Rangitane	Tuitahi	Waione

Turangawaewae Kainga		
Wairere*	Whakatahaia	

*Associated Marae of Ngāti Rangatahi

20. The Association acknowledge there are other hapū affiliations that are yet to be included in this strategy. Research about these hapū is ongoing.
21. Ngāti Rangatahi acknowledges overlapping interests with:

Overlapping Interests		
Ngā Rauru Kīitahi	Ngāti Hāua	Ngāti Koata ki Rangatahi South
Ngāti Maniapoto	Ngāti Maru (Taranaki)	Ngāti Mutunga
Ngāti Rangi	Ngāti Raukawa	Ngāti Tama
Ngāti Toa Rangatira	Ngāti Tūwharetoa	Te Atiawa
Te Korowai o Wainuiārua	Waikato-Tainui	Whanganui Land Settlement

AREA OF INTEREST

22. Ngāti Rangatahi has five areas of interest:

Area of Interest One

- 22.1. Area of interest one begins at the northernmost point of the Otorohanga block and follows its north-eastern border until it joins the Orahiri 1 block (including to the Orahiri 8B, and 8A blocks), and follows the southern boundary of the Orahiri 1 block westwards along the south-eastern edge of the Orahiri 7C, 7B, 7A, and 2A blocks.
- 22.2. From there, the boundary follows around the southern and south-western edge of the Hauturu East E2 block until it meets the Orahiri 2 Sec 1 block. From there,

the boundary follows the south-western edge of the Orahiri 2 Sec 1 block to meet the Orahiri 2D block, then west to the Orahiri 2 Sec 3 block, and then to along the southern boundary of the Orahiri 2 Sec 7 block, and then to the furthest western point of the Orahiri 12 block.

- 22.3. The boundary then follows south-east along the boundary of the Orahiri 12 block, to the northern boundary of the Orahiri 3 block (temporarily crossing the Orahiri 2 Sec 6A block) to where it meets the Orahiri 2 Sec 6B2 block. From there, the boundary follows across the eastern edge of the Orahiri 2 Sec 6B1 block, and then along the eastern edge of the Orahiri 2 Sec 1 block, then along the Eastern edge of the Orahiri 2 Sec 2 block to where it meets the south-western boundary of the Otorohanga block and follows along its western boundary to its northern-most point.

Area of Interest Two

- 22.4. At its most extreme north-eastern point, area of interest two begins at Tangitu, then in a straight line south-east towards the eastern-most edge of the Rangitoto Tuhua 60 block. From there, the boundary follows a straight line to the southern-most point of the Rangitoto Tuhua 55 block, then west following the northern edge of the Ohura South block to its most northern point.
- 22.5. From there, the boundary turns north and follows the western edge of the Rangitoto Tuhua 3 block until it meets the Rangitoto Tuhua 4 block. From there, it heads north to follow the western edge of the Rangitoto Tuhua 61 block until it passes an unnamed peak (413m) on the boundary between the Aorangi and the Rangitoto Tuhua 61 blocks.
- 22.6. From there, the boundary turns south-east and follows the curve of the Te Kaharoa cliff-face back to Tangitu.

Area of Interest Three

- 22.7. Area of interest three commences at the northernmost point of the Ohura South block, and follows its boundary east until the boundary turns south at Papamahoe where the block boundary meets Pt Section 86 BLK VI Hunua SD.

- 22.8. The boundary then travels west to where the Ngararahuarau Stream meets the Whanganui River, then south-east in a straight line to where the Owairua Stream meets the Whakapapa River.
- 22.9. The boundary then turns south in a straight line to the 70m contour ridge to the south-east of the Owhango Township, then turns at a right angle west and travels west to Ratahau (559m). The boundary then moves in straight lines north-west to Hunua (623m), Makahiwi (632m), and then south-west to where the Kokakonui Stream meets the Kirikau Valley Road just east of Waireka.
- 22.10. The boundary then travels west in a straight line to Kirikau, then travels north-east in a straight line to the point where the Koiro and Opatu blocks meet the Kirikau block. The boundary then travels in a straight line north-west to a southern point of the Ohura South block between the Koiro and Kaihaka Roads.
- 22.11. The boundary then travels west, following the southern boundary of the Ohura South block all the way back to its northernmost point.

Area of Interest Four

- 22.12. Area of interest four begins where the boundary of the Waitangi Tribunal's Porirua ki Manawatu district inquiry crosses the Rangitikei River above Potaka Station. It then travels in a straight line south-east to the top of a cliff face between two high points (342m and 365m).
- 22.13. The boundary then travels in a series of straight lines south to a high-point (309m) just north of Arapata Road, then to Waihora, then to Malew, then to a point between Glen Avon and S Iverton on the Tokorangi Road.
- 22.14. The boundary then travels directly south to Halcome Road, and then follows the railway line west to the point that it crosses the Rangitikei River. The boundary then traces the Rangitikei River north back to its most northern point.

Area of Interest Five

- 22.15. The northernmost point of area of interest five begins where the Western Hutt Road meets the boundary of the Waitangi Tribunal's Port Nicholson district inquiry. From there, the boundary crosses the valley floor to the eastern bank of

the Hutt River, and then follows the eastern boundaries of the Pomare, Wingate, Naenae, Epuni, Waterloo, and Waiwhetu suburbs to the end of Whites Line E.

- 22.16. The boundary then turns west and follows Whites Line E in a south-east-to-north-west direction, crossing the Hutt River, and continuing along Wakefield Street to the Western Hutt Road. From there, the boundary line runs in a south-west-to-north-east direction along the Western Hutt Road back to the northernmost boundary point.
23. Ngāti Rangatahi's five areas of interest are included in map form and attached as **Appendices 1-6**.

NGĀTI RANGATAHI WHANAUNGA ASSOCIATION

24. On 29 July 1997 the Ngāti Rangatahi Whanaunga Association (the Association) was constituted as a Charitable Trust under the Charitable Trusts Act 1957 and the Charities Act 2005. The Association has had duly elected officers in place since its incorporation and acknowledges past and present Association Trustees (Trustees) for their support of and commitment to Ngāti Rangatahi.
25. The Association leads the Ngāti Rangatahi Treaty settlement negotiations process and receives all funding to progress negotiations up until the establishment of a Ngāti Rangatahi Post Settlement Governance Entity who will receive and manage Ngāti Rangatahi settlement assets.
26. The Association oversees and manages its financial transactions in accordance with the Association's Deed of Trust and will have input into operational matters as required.
27. Pursuant to clauses 10.3 and 10.4, of the Association's Deed of Trust (reviewed 27 April 2019), Association Trustees (including any Trustee appointed to fill any vacancy) shall hold Office for a term of three (3) years and retire at the Annual General Meeting of the Association held in the third year of their appointment, Subsequent to this, clause 10.4 notes retiring Trustees are eligible for re-election.
28. Current Trustees will remain in place through to the conclusion of the Association's mandate and Terms of Negotiations development and signing process through to the end

of the first six- months of the Association’s agreement in principle negotiations phase, after which time clause 27 will apply.

29. The Association has the ability to co-opt, contract or delegate other members and specialist expertise to the Association to assist it progress a Treaty settlement. This grouping will be known as the Association’s Advisory Team.

Association Trustees

30. The role of the Trustees is to:
 - 30.1. negotiate and initial a Ngāti Rangatahi draft Deed of Settlement with the Crown for claimant community ratification. The process of mandating representatives does not give the Association the authority to control and manage the settlement assets;
 - 30.2. report to the Ngāti Rangatahi claimant community at least quarterly, or on an as required basis;
 - 30.3. act in the Kaitiaki role of the settlement negotiations process and oversee and coordinate all aspects of settlement negotiations;
 - 30.4. guide and make strategic governance decisions relating to the negotiations;
 - 30.5. appoint a negotiating team, and replace negotiators as needed;
 - 30.6. set the criteria and skills required for the Appointment of the negotiating team;
 - 30.7. be negotiators if applicable and in alignment with the criteria and skills required of negotiators;
 - 30.8. agree on the scope and extent of the authority of the negotiation team;
 - 30.9. agree on the reporting and decision-making processes of the negotiation team;
 - 30.10. agree and sign terms of negotiation with the Crown;
 - 30.11. appoint or assign a manager who will be responsible for managing all day to day business of the Association and report to the Association’s Chairperson; and
 - 30.12. agree and sign an Agreement in Principle with the Crown.

Trustees' Appointment

31. The Trustees' appointment process is as follows:
 - 31.1. as a Trustee position(s) becomes available the Association will inform marae committees, hapū, and registered Ngāti Rangatahi claimant community members;
 - 31.2. the Association will call for registered claimant community members' nomination of a suitably skilled person to become a potential Trustee. The Association will provide Trustee nomination forms for completion and provision to the Association. Nominations will include the signatures of the person nominating and the nominee. Including a brief descriptor of the nominee and whakapapa detail;
 - 31.3. the Association will set a closure date for nominations and a date for the vote to be taken should there be more nominees than there are Trustee positions available. If the number of nominees matches the number of Trustee positions available, then these nominees will be appointed;
 - 31.4. if a vote is required, the Association will set the date of its next AGM as the closing date. Voting will be through online, postal, and at the AGM meeting casting of a vote. All nominees and their nominator must be present at the AGM;
 - 31.5. the Association will notify the claimant community of the voting result. Trustees who have served their three-year Trustee term are able to be nominated should they agree to this; and
 - 31.6. once all Trustees are elected should there be a need to elect a Chairperson and or Deputy Chairperson the Trustees will decide and vote on and decide on these positions. Similarly, Trustees will amongst themselves decide which of them will associate themselves to one of the five Ngāti Rangatahi regions (which align to Waitangi Tribunal inquiry districts, as set out at clause 7) to be responsible for keeping that region's claimant community informed of and about the Association.

32. Current Association Trustees are:

Trustee	Role	Representing
Mr Thomas Tuwhangai	Chairperson	Whanganui, Te Rohe Pōtae
Robert Jonathan	Deputy Chairperson	Whanganui, Te Rohe Pōtae, Whanganui-a-Tara, Porirua ki Manawatu Waikato
Michael Le Gros	Trustee	Whanganui, Te Rohe Pōtae
Tristanne Dunlop	Trustee	Whanganui-a-Tara
Wayne Houpapa	Trustee	Te Rohe Pōtae
Francis Rupe	Trustee	Whanganui, Te Rohe Pōtae
Jannette Jonathan	Trustee	Whanganui, Te Rohe Pōtae, Whanganui-a-Tara, Porirua ki Manawatu

33. Association staff/support:

33.1. Vacant at present – Project Manager/CEO

33.2. Te Poumua (Francis) Rupe – Kaumatua

33.3. Maui Solomon – Legal Counsel

33.4. Jannette Jonathan – Management Team

33.5. Donna Tuwhangai – Management Team - Trust Administrator

34. The Association's Deed of Trust notes the Association's guiding principles and accountabilities.

DISPUTE RESOLUTION

35. All parties involved in a dispute shall in good faith take all reasonable steps to resolve the dispute internally.
36. Should a dispute of any kind arise and be in progress, the business of the negotiations settlement shall continue as usual and Association decisions shall remain in force until such time as the Association through a meeting instructs otherwise.

Individual Disputes

37. The individual must first seek to internally resolve the dispute with the other party concerned.
38. Should the individuals be unable to resolve the dispute, the matter shall be forwarded in writing to the Association Chairperson, including the outcome being sought. The Chairperson shall determine whether the dispute is valid. If so determined the Chairperson shall facilitate a discussion(s) between parties to seek a resolution.
39. After this, should the matter still not be resolved, either party may choose to have the dispute decided on and resolved by a disputes committee appointed by the Association Chairperson and Trustees. Parties may seek legal advice if they wish.

Collective Disputes

40. Where a dispute relates to a decision, rule, or policy of the Association the issue must be put in writing and sent to the Association Chairperson. The correspondence must clearly identify the nature of the collective dispute, the outcome sought and those affected. The Association Chairperson shall investigate the issue(s).
41. The Chairperson will determine if the matter is a valid dispute; and if it is an individual or a collectively based dispute. If the dispute is an individual dispute, then the Association's Individual Disputes clauses apply.

42. Once confirmed as a valid collective dispute, the Association Chairperson must raise the dispute at the next meeting of the Association where the dispute shall be discussed and actions to be taken identified. This discussion shall be recorded, and if necessary the steps decided on to be taken will be voted on.
43. If necessary, the Association may move a resolution for the dispute to be taken to an independent facilitator to consider and report back on to the Association.
44. The outcome of the dispute must be reported to a hui of the Association.
45. A resolution of the Association about the dispute shall be upheld by all Association members.

Amending or Removal of Mandate and Hapū Withdrawal

46. The claimant community (whether raised by individuals or a hapū grouping) are able to seek the removal or an amendment to the Association's mandate by a requester advising the Association Chairperson in writing of this intention and clearly stating the reason(s) why they are seeking this and in the case of an amendment the proposed amendment to be made.
47. This request is to be accompanied by the signatures of least 200 persons in support of the request who are verified registered members of the Association.
48. In the case of the seeking of a hapū withdrawal from the Association's mandate, written notice of this is to be provided to the Association Chairperson, signed by at least 50 persons in support of the request who are verified registered members of the Association and the hapū in question.
49. Once the Association Chair receives the request, they will:
 - 49.1. consider the request;
 - 49.2. appoint an Association disputes committee to deal with the request;
 - 49.3. respond to the requester within 10 working days about the actions to be taken;
and
 - 49.4. set up a discussion with the requester and the Association disputes committee to see if the issues behind the request can be dealt with.

50. If a solution is not reached, then the following processes apply.
 - 50.1. the requester must consult with their hapū and the wider Ngāti Rangatahi claimant community about the proposal to either remove the Association's mandate or amend it.
51. In the case of mandate removal or amendment the requester will organise at least six publicly notified hui for a requester seeking to exercise hapū withdrawal at least two publicly notified hui need to be organised. Hui are to be consistent with the hui process used by the Association to obtain a mandate.
52. At these hui, the claimant community must be advised of the consequences of the action being sought and the Association allowed to provide a letter to be given to attendees noting their response to the action being sought.
53. The meetings will comply with the notification requirements set out in the Association's mandate voting hui and mandate voting process strategy (with the responsibility of obtaining funding for the hui to lie with the requesting party).
 - 53.1. The requester seeking this action shall give a presentation to each meeting clearly stating:
 - 53.1.1. the purpose of the hui;
 - 53.1.2. why a removal of the mandate, amendment to mandate or hapū withdrawal is being sought;
 - 53.1.3. the process undertaken to arrive at this point;
 - 53.1.4. the outcome they are seeking;
 - 53.1.5. the course of action they are proposing; and
 - 53.1.6. the impact of the actions being sought and provide those present with the Association's letter of response to the matter being raised.
 - 53.2. The claimant community must be given the opportunity to discuss, debate the issues at hand, and vote on the proposal.
 - 53.3. The hui shall have independent observers from Te Puni Kōkiri (TPK).

- 53.4. All hui shall be recorded, and a minute made for provision to the Office for Māori Crown Relations – Te Arawhiti.
 - 53.5. Voting 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.
 - 53.6. The voting process will be consistent with the process as set out in this mandate strategy including postal and electronic voting, voting at hui, and special votes. Inclusive of voters noting their hapū affiliation(s) as known.
 - 53.7. A 75% majority is required to vote in favour of a process to initiate an amendment to, or removal of, the Trust's mandate or to approve hapū withdrawal. If not reached but concerns remain, the Association will consult with the Office for Māori Crown Relations – Te Arawhiti and Te Puni Kōkiri as to next steps; and
54. Upon recognition of the removal or amendment to the mandate, the Crown and the mandated group will decide whether or not settlement negotiations will continue.

Removal or replacement of Trustees

55. A call for the removal and/or replacement of a Trustee must ensure due process is undertaken and all parties are included and kept informed of actions taken.
56. The Association may resolve to suspend a Trustee for any serious misconduct, including inappropriate attention and action, or deliberate intention to inhibit the progress of the mandate process or Treaty settlement negotiations.
57. The Association must immediately bring this to the attention of the Ngāti Rangatahi hapū and region whom the person is from for consideration.
58. Should individuals, whānau or members of the claimant community wish a Trustee to be removed or replaced the Association Chair is to be informed in writing.
59. Should the mandated group and/or Trustees wish to remove or replace a Trustee, the reasons for removal must be deemed to be of a very serious nature and supported by factual evidence.

60. Any removal process must be initiated by a petition signed by at least 50 +1 percent of the Trustees and provided in writing to the Association Chairperson.
61. The complainant must then present the matter in writing in the first instance to a meeting of the Association via the Association Chairperson and at a Special General meeting of Trustees, giving 21 days' notice.
62. Unless an alternative course of action is agreed upon at the Special General Meeting of Trustees the withdrawal process shall be followed. The claimant community hui must ensure an impartial, robust and independent process of discussion and enquiry takes place, and an independent report of findings produced.
63. Should it be deemed necessary that all Trustees be removed, an interim independent committee must be immediately formed to oversee this process according to the Association's disputes resolutions and Trustees appointment processes.

Accountability

64. The Trustees will report back to their respective hapū and region's beneficiaries at quarterly intervals or as required by the Crown, and to the wider community e.g. via website and panui. Iwi/tribal group members will receive feedback on matters of the settlement via beneficiaries' community hui. From time to time presentations to other stakeholders will be carried out per invitation requests.
65. The Association will report on progress of Treaty settlement negotiations at the Annual General Meeting of the Association and obtain feedback from Ngāti Rangatahi beneficiaries on progress by Trustees.
66. Where possible meeting notices will be posted on Hapū/Iwi/Marae Notice Boards.
67. Options will be investigated for posting reports and updates on a Ngāti Rangatahi Whanaunga Association website (to be developed).

NEGOTIATION FRAMEWORK

Negotiation Team

68. The Association's negotiations framework will undergo further advice and discussion between Trustees, in preparation for negotiations commencement. The framework is subject to change resulting from such discussions.
69. It is proposed that there will be one negotiating team. The team will be interchanged as necessary, to enable presentation of particular aspects of negotiations whether these are Hapū or Wai claimant(s) specific matters, or generic issues for all of Ngāti Rangatahi.
70. The team shall include specialist advisors and people with negotiation skills. These people will consistently sit at the table. The primary reason is to achieve consistency of knowledge about the entire settlement process, and ensure the necessary skill is involved to achieve the best result. Apart from Hapū representation, the proposed team is anticipated to include:
 - 70.1. at least two (2) Association Trustees;
 - 70.2. a Lead Negotiator;
 - 70.3. Kaumatua – when applicable;
 - 70.4. person(s) with negotiating skills / Project manager; and
 - 70.5. other specialist advisors as required.
71. The Association acknowledges that the Crown prefers numbers on a negotiating team to be manageable and are prepared to discuss this further with the Crown at the appropriate time.
72. The team of negotiators must report back at a timeframe and frequency determined by the Association and the Crown.
73. All and any decisions of the negotiations must be signed off by the Association.
74. The Association will consult with the Office for Māori Crown Relations – Te Arawhiti about the steps for the development and agreement of terms of negotiation between the

Association and the Crown. These discussions will be led by the Association Chairperson, two Trustees, and Project Manager in consultation with the Association.

MANDATE VOTING HUI AND MANDATE VOTING PROCESS

75. The following resolution will be put to all members of the claimant community aged 18 years and over at mandate voting hui:
 - 75.1. 'That the Ngāti Rangatahi Whanaunga Association is mandated to represent Ngāti Rangatahi in negotiations with the Crown for the comprehensive settlement of all of the historical Treaty of Waitangi claims of Ngāti Rangatahi.'
76. Mandate hui will be facilitated by the Association and based on currently registered members mandate voting hui will be held at the following locations (venues and times to be advised):
 - 76.1. Auckland;
 - 76.2. Hamilton;
 - 76.3. Taumarunui;
 - 76.4. Nelson;
 - 76.5. Christchurch; and
 - 76.6. Lower Hutt.
77. The mandate voting hui and mandate voting advertisement will be developed from a Crown template. The advertisement will appear in newspapers at least 14 days prior to the holding of the first mandate voting hui. The notice, as agreed to by the Office for Māori Crown Relations - Te Arawhiti will be used for all further community notices, local radio, and television media (where possible).
78. Mandate voting hui advertisement, including all hui details and voting options (in person at hui, online, and or by postal voting) will be advertised as follows:

- 78.1. in the NZ Herald, Waikato Times, and Dominion Post;
 - 78.2. through national broadcasting network of Access Radio Community Noticeboard;
 - 78.3. through social media platforms including the Associations website, Facebook page, and other social media outlets as deemed fit for purpose; and
 - 78.4. by way of iwi, rūnanga, hapū, and whānau networks, meetings, sports and cultural events.
79. Mandate voting hui advertisements/pānui will also be distributed to members registered with the Association via email; and
80. The Association will use a recognised independent entity to manage the mandate voting process, including hui, online and postal voting forms. Voting forums will include voters noting their hapū(s) if they are known.
81. The Purpose of the mandate hui is to:
- 81.1. to deliver a standardised presentation about mandate voting;
 - 81.2. to discuss the mandating of the Association to represent Ngāti Rangatahi in negotiations with the Crown for the comprehensive settlement of all historical Treaty of Waitangi claims of Ngāti Rangatahi; and
 - 81.3. where whanau and descendants of Ngāti Rangatahi will discuss and vote if they wish to on the mandate resolution.
82. Each mandate voting hui will include a standardised presentation setting out:
- 82.1. the purpose of the mandate voting period, mandate voting hui, and mandate voting options;
 - 82.2. a summary of Ngāti Rangatahi historical claims;
 - 82.3. the Claimant Group;
 - 82.4. the area of interest;
 - 82.5. the Wai claims included in the settlement;

- 82.6. how the hapū and regions of Ngāti Rangatahi are represented through the Association's structure;
 - 82.7. accountabilities of the Association;
 - 82.8. Association decision-making;
 - 82.9. question and answer session;
 - 82.10. mandate resolution voting; and
 - 82.11. Crown policy and procedures.
83. Each hui will provide the opportunity for attendees' discussion. The hui process will be fair, open and transparent. At each hui:
- 83.1. Association Trustees will lead each meeting;
 - 83.2. details of the mandate strategy and negotiations proposal will be presented;
 - 83.3. any key issues raised will be discussed and the discussion recorded;
 - 83.4. the mandate resolution will be discussed and those present will have the opportunity to vote; and
 - 83.5. independent observers will attend each meeting from TPK.

Voting on mandate resolution

84. Voting will be open to all members of the claimant community who are aged 18 years or over during the voting period, regardless of whether or not the voter is registered with the Association.
85. Members of the claimant community will be able to vote in either of three ways:
- 85.1. Postal voting using prepaid envelopes;
 - 85.2. Online voting using a unique identifier; or
 - 85.3. Voting by ballot boxes at mandate hui.
86. Those who are not registered members of the Association will cast a special vote.

87. An attendance register will be kept at each hui so those attending can be checked against the Association's register of members. This will identify those at the hui who do not need to cast a special vote.
88. Those attending mandate voting hui and who are not on the Association's register are eligible to vote by way of casting a special vote.
89. All special votes will be checked for eligibility by knowledgeable persons of Ngāti Rangatahi Iwi. Kaumatua and Kuia who are in attendance may be asked to verify whakapapa, where appropriate, to confirm eligibility at hui.
90. A list of already registered whānau will be available at each hui, as a means of verifying and monitoring eligibility.
91. Members must be a descendant of the Hapū for whom they are casting a vote; for the wider Ngāti Rangatahi whānau at Takiwa hui, members must be a descendant of any Hapū who are participating in the LNG.
92. An independent observer from TPK will be present, to observe the process.

Record Keeping

93. Copies of all mandate hui advertisements, pānui, and community notices will be kept
94. All hui will be audio-recorded and/or video recorded to assist with the completion of a hui summary notes.
95. Registration forms will be made readily available at all hui.

Register of Attendance

96. A signed register of attendance will be taken at every hui and records will be kept by the Association for purposes of keeping the Crown informed.
97. Liaison and communications will occur on a regular basis and as necessary between the Association, the Office for Māori Crown Relations - Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) and TPK to ensure that all parties are kept up to date on the progress of the mandate and that the necessary advice is sought by the Association in relation to the Crown's mandate process.

Dated:

A handwritten signature in black ink, appearing to read 'Thomas Tuwhangai'.

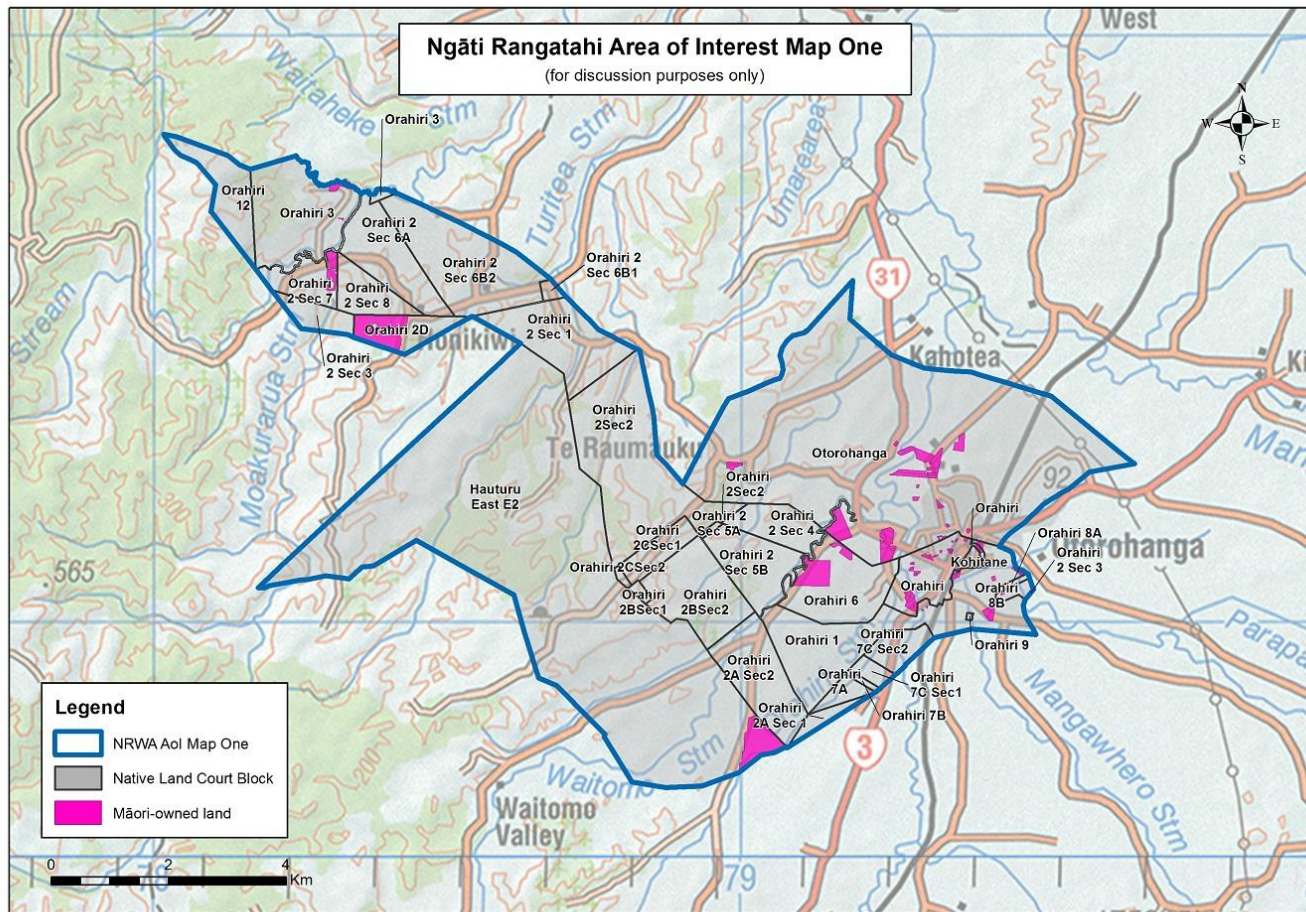
Thomas Tuwhangai

Chairperson

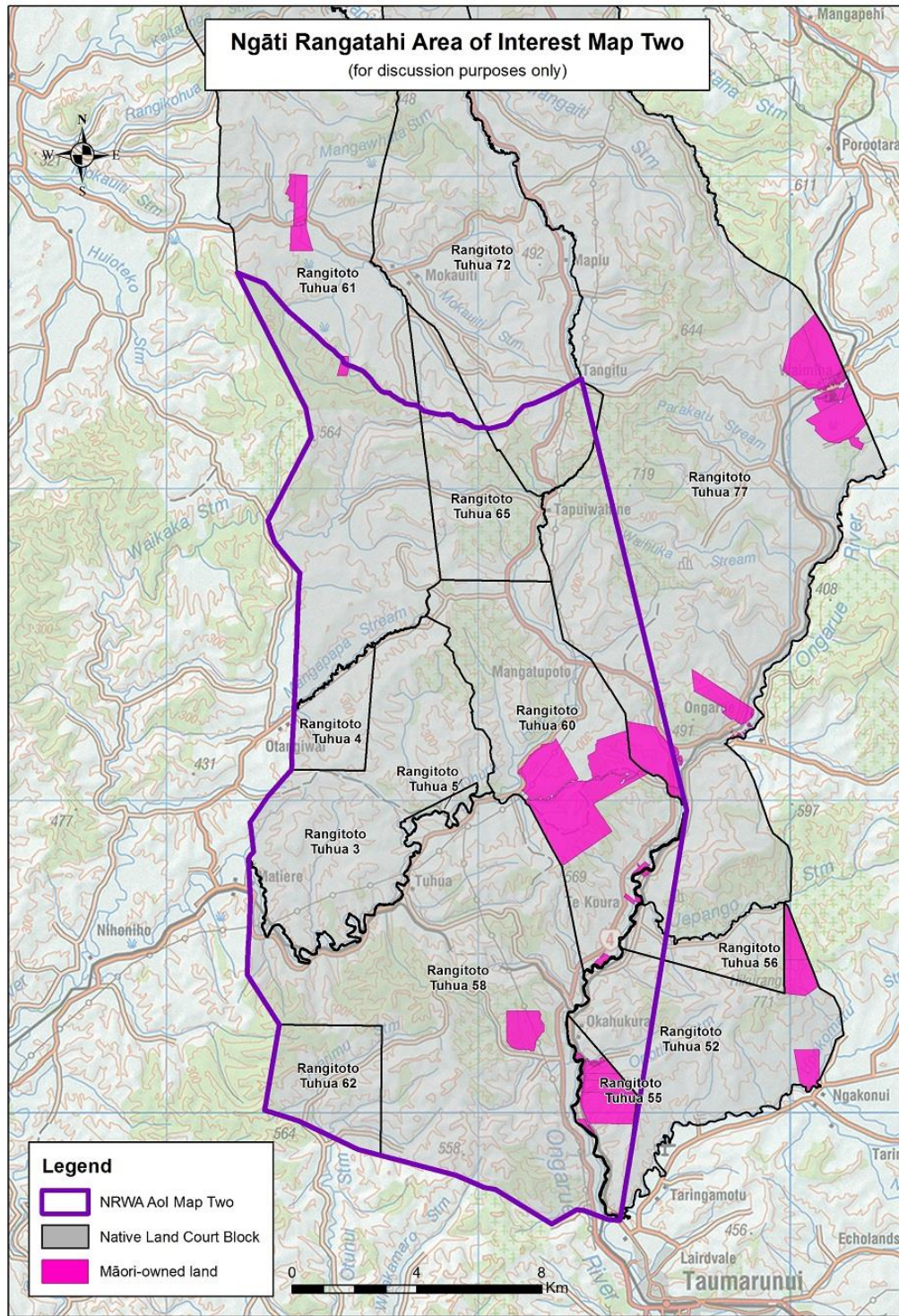
CONFIDENTIAL DRAFT

APPENDICES

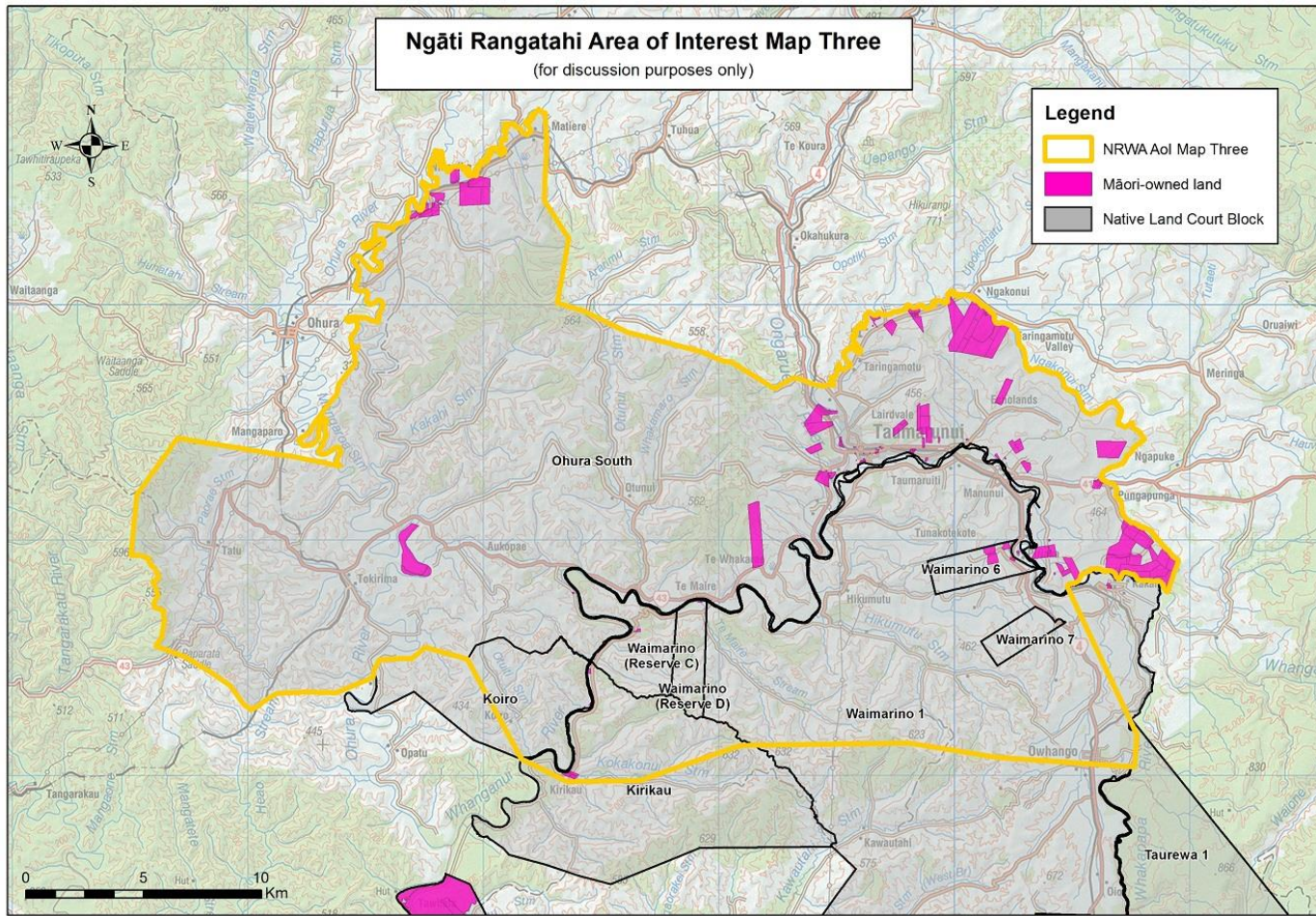
Appendix 1 – Ngāti Rangatahi Area of Interest Map One



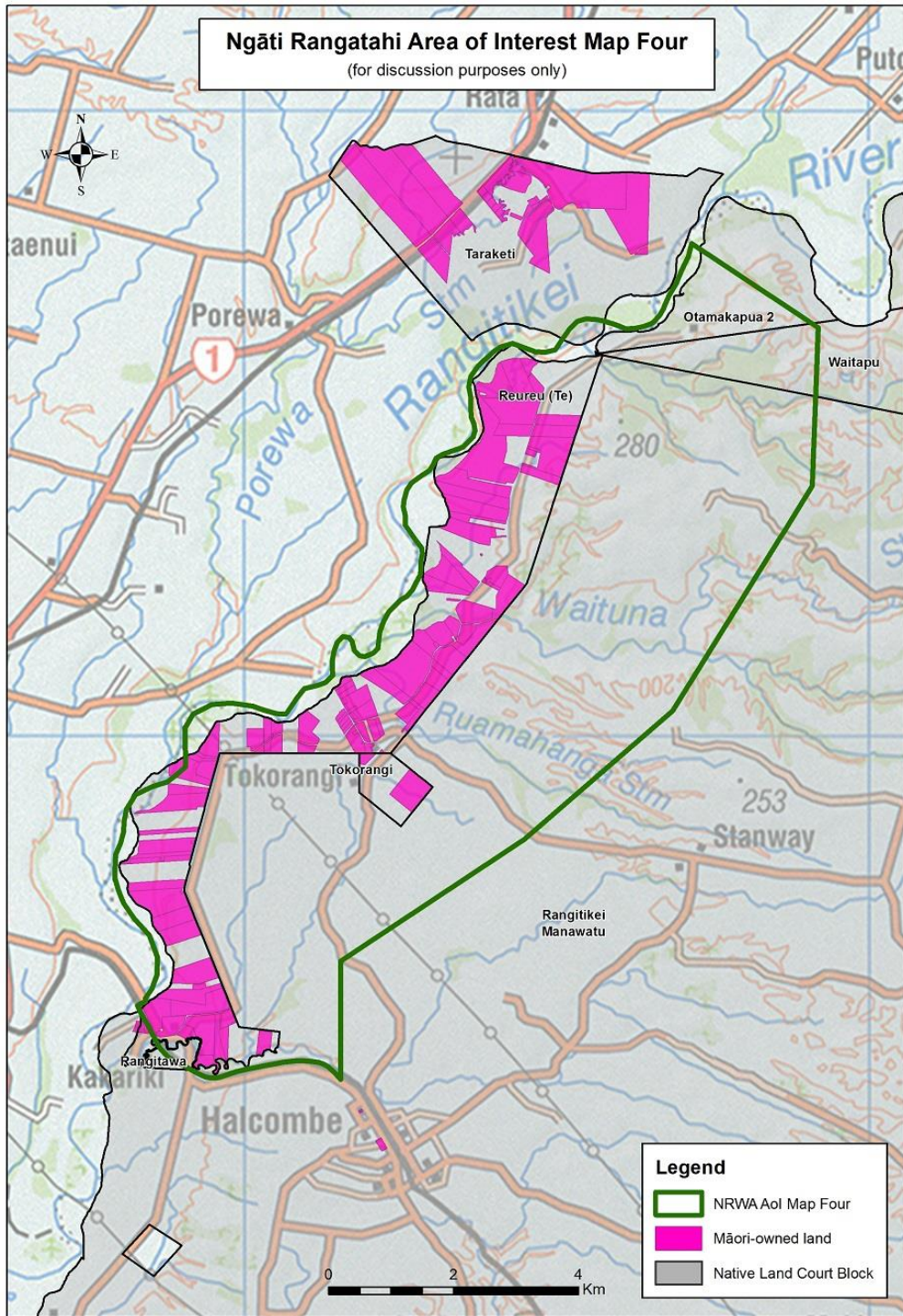
Appendix 2 – Ngāti Rangatahi Area of Interest Map Two



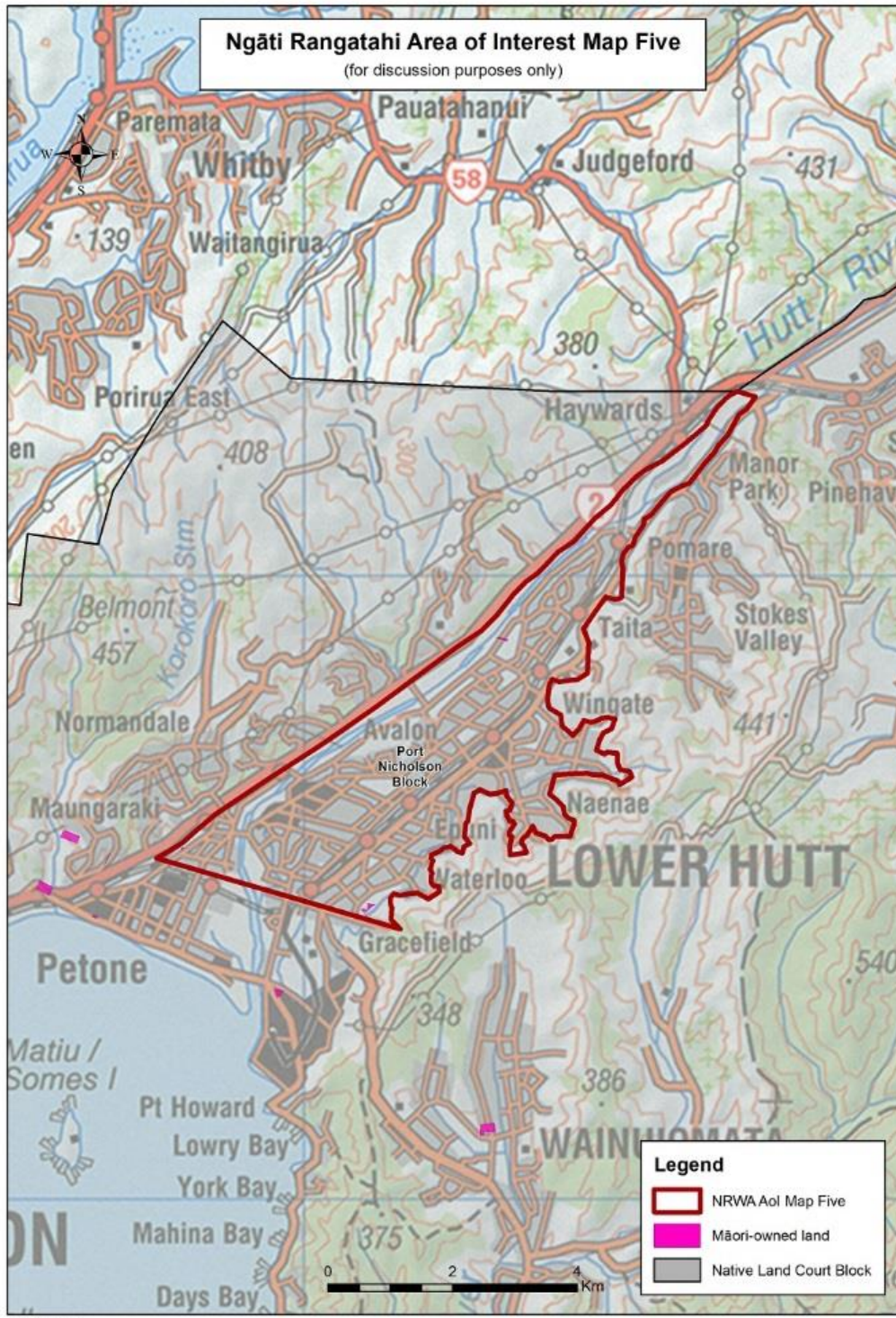
Appendix 3 – Ngāti Rangatahi Area of Interest Map Three



Appendix 4 – Ngāti Rangatahi Area of Interest Map Four



Appendix 5 – Ngāti Rangatahi Area of Interest Map Five



Appendix 6 – Ngāti Rangatahi Whanaunga Association Areas of Interest Map

