



Ngāti Paoa

DEED OF MANDATE 2019 BOOKLET

DRAFT FOR IWI CONSULTATION

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1.0 INTRODUCTION

1.1 Purpose

This deed sets out:

- a) the definition of the Iwi of Ngāti Paoa agreed to by the mandating community of the Iwi of Ngāti Paoa for the purposes of this deed;
- b) the mandate received by the Ngāti Paoa Iwi Trust from the Iwi of Ngāti Paoa to continue and complete negotiations with The Crown and other interested parties on behalf of the Iwi of Ngāti Paoa in respect of the comprehensive settlement of all Ngāti Paoa Treaty of Waitangi historical claims and future claims;
- c) the powers, duties and accountabilities of the Ngāti Paoa Iwi Trust to the Iwi of Ngāti Paoa while exercising the mandate received from the Iwi of Ngāti Paoa;
- d) the delegated powers, duties and accountabilities of the negotiators appointed from time to time by the Ngāti Paoa Iwi Trust (“Mandated Negotiators”) to act on its behalf in accordance with the mandate received from the Iwi of Ngāti Paoa;
- e) the appointment and replacement process for the Mandated Negotiators;
- f) amendment and dispute resolution rights in respect of this deed; and
- g) related documents contained in the Appendices to this deed.

1.2 Limitation

This deed does not describe specific details, either in part or full, of any Treaty of Waitangi claim, or of any settlement to be sought in respect of that claim.

Rather, these are significant matters (often commercial in confidence) that are intended to be further discussed, negotiated and communicated directly between the Crown and the Mandated Negotiators acting with the delegated authority of the Ngāti Paoa Iwi Trust in accordance with the mandate received from the Iwi of Ngāti Paoa as set out in this deed.

1.3 Without prejudice

The contents of this deed are without prejudice, and should in no way disadvantage or jeopardise or limit or otherwise restrain any individual claimant or claimant group from the Iwi of Ngāti Paoa in respect of individual rights they may claim in disclosing information in relation to Treaty negotiations or settlements. That is the right of each individual claimant or claimant group at the appropriate time to disclose such information to The Crown and/or Ngāti Paoa Iwi Trust as they see fit.

1.4 Replacement of May 2011 Deed of Mandate

This document overrides, terminates and replaces in its entirety, with effect from the date of this deed, the earlier original Ngāti Paoa Deed of Mandate dated May 2011 that gave the mandate for Treaty settlement negotiations to the Ngāti Paoa Trust Board.

A copy of the originally Ngāti Paoa Deed of Mandate 2011 is attached as Appendix 1.

2.0 KEY DEFINITIONS

2.1 Definition of Iwi of Ngāti Paoa

For the purposes of this deed, the claimant group comprising the Iwi of “Ngāti Paoa” has the same meaning as specified in clauses 10.5 and 10.6 of the Deed of Settlement of Historical Claims initialed on 18 August 2017 (“Ngāti Paoa Settlement Deed”) and attached at Appendix 2 between the Iwi of Ngāti Paoa and the Trustees of the Ngāti Paoa Iwi Trust and The Crown.

For the purposes of this deed, and for the sake of clarification, clauses 10.5 and 10.6 of the Ngāti Paoa Settlement Deed are repeated and incorporated into this deed as follows:

10.5 *In this deed, **Ngāti Paoa** means –*

10.5.1 *the collective group composed of individuals who descend from a Ngāti Paoa tupuna or ancestor; and*

10.5.2 *every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 10.5.1, including the following groups:*

- a) *Ngāti Paoa O Wharekaho*
- b) *Ati Taheke:*
- c) *Ngāti Horowhenua:*
- d) *Matekiwaho:*
- e) *Ngai Tauaiwi:*
- f) *Ngāti Huia:*
- g) *Ngāti Hura:*
- h) *Ngāti Huruhuru:*
- i) *Ngāti Kaiwhakapae:*
- j) *Ngāti Kapu:*
- k) *Ngāti Kauahi:*
- l) *Ngāti Koura:*
- m) *Ngāti Kupenga:*
- n) *Ngāti Mahia:*
- o) *Ngāti Manawa:*
- p) *Ngāti Manu Aute:*
- q) *Ngāti Ngamuri:*
- r) *Ngāti Omakau:*
- s) *Ngāti Parengaherehere/Pare:*
- t) *Ngāti Paretipa:*
- u) *Ngāti Piri:*
- v) *Ngāti Pokai:*
- w) *Ngāti Putoa:*
- x) *Ngāti Raukura:*
- y) *Ngāti Rauheia/Rauwhea:*
- z) *Ngāti Rerekau:*
- aa) *Ngāti Ringatahi:*
- bb) *Ngāti Rurangi:*
- cc) *Ngāti Te Aho:*
- dd) *Ngāti Te Awa:*
- ee) *Ngāti Te Hiko:*

ff) *Ngāti Te Umu:*

gg) *Ngāti Taharoku:*

hh) *Ngāti Tahuna:*

ii) *Ngāti Tarao:*

jj) *Ngāti Taukiri:*

kk) *Ngāti Taurua:*

ll) *Ngāti Tipa:*

mm) *Ngāti Tuahuru:*

nn) *Ngāti Tuwhanga:*

oo) *Ngāti Waitarata:*

pp) *Ngāti Whata:*

qq) *Te Aho Mate ki Tatahi*

rr) *Te Hingawaka:*

ss) *Te Huruhuru:*

tt) *Te Iwitanupo:*

uu) *Te Korohura:*

vv) *Te Kupenga:*

ww) *Te Mate Tokorua:*

xx) *Te Rapupo:*

yy) *Te Taharoku:*

zz) *Te Uri Karaka:*

aaa) *Te Uri a Haupa:*

bbb) *Tahakoko:*

ccc) *Upokotoia;*

ddd) *Waihinu; and*

10.5.3 *every individual referred to in clause 10.5.1.*

10.6 *For the purposes of clause 10.5.1 –*

10.6.1 *a person is **descended** from another person if the first person is descended from the other by –*

(a) *birth;*

(b) *legal adoption; or*

(c) *whāngai (Māori customary adoption) in accordance with Ngāti Paoa tikanga (Māori customary values and practices of Ngāti Paoa); and*

10.6.2 *Ngāti Paoa tupuna or ancestor means an individual who–*

(a) *Exercised customary rights by virtue of being descended from:*

(i) *Paoa; or*

(ii) *a recognized tupuna or ancestor of any of the groups referred to in clause 10.5.2; and*

(b) *exercised customary rights predominantly in relation to the area of interest after 6 February 1840; and*

10.6.3 *customary rights means rights in accordance with tikanga Māori (Māori customary values and practices), including –*

(a) *rights to occupy land;*

(b) *rights in relation to the use of land or other natural or physical resources.*

2.2 Definition of Historical Claims

For the purposes of this deed, “historical claims” has the same meaning as specified in clauses 10.2, 10.3 and 10.4 of the Ngāti Paoa Settlement Deed.

For the purposes of this deed, and for the sake of clarification, clauses 10.2, 10.3 and 10.4 of the Ngāti Paoa Settlement Deed are repeated and incorporated into this deed as follows:

10.2 In this deed, **historical claims** means –

10.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Paoa, 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 –

- a) is, or is founded on, a right arising –
 - i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or
 - ii) under legislation; or
 - iii) at common law, including aboriginal title or customary law; or
 - iv) from fiduciary duty; or
 - v) otherwise; and
- b) arises from, or relates to, acts or omissions before 21 September 1992 –
 - i) by, or on behalf of, the Crown; or
 - ii) by or under legislation; and

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngāti Paoa or a representative entity, including the following claims:

- a) Wai 10 - Waiheke Island claim:
- b) Wai 72 - Ngāti Paoa Lands and Fisheries claim:
- c) Wai 321 - Treaty of Waitangi Fisheries Commission claim:
- d) Wai 365 - Matakana Island (No.3) claim:
- e) Wai 369 - Waiheke Island Land claim:
- f) Wai 392 - Te Runanga O Ngāti Paoa claim:
- g) Wai 563 - Kaiua School Lands claim:
- h) Wai 810 - Waiheke Island Domain and Te Huruhi Lands claim:
- i) Wai 826 - Te Kawakawa Block (Clevedon) claim:
- j) Wai 1492 - Tikirahi Marae Trust claim:
- k) Wai 1889 - Ngāti Paoa (Andrews) claim; and

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngāti Paoa or a representative entity, including the following claims:

- a) Wai 96 - East Wairoa Raupatu claim:
- b) Wai 100 - Hauraki Maori Trust Board claim:
- c) Wai 345 - Fairburn Block claim:
- d) Wai 364 - Tam aki-Hauraki (Tooke) claim:

- e) Wai 373 - Maramarua State Forest claim:
- f) Wai 374 - Auckland Central Railways Land claim:
- g) Wai 394 - Central Auckland Railway Lands claim:
- h) Wai 454 - Marutuahu Tribal Region claim:
- i) Wai 475 - Whangapoua Forest claim:
- j) Wai 496 - Tamaki Girls College and Other Lands within Tamaki Makaurau claim:
- k) Wai 650 - Athenree Forest and Surrounding Lands claim:
- l) Wai 693 - Matamataharakeke Blocks claim:
- m) Wai 704 - Whangamata 4D4B2A block and other blocks claim:
- n) Wai 720 - Mahurangi-Omaha (Hauraki Gulf) claim:
- o) Wai 808 - Hoe O Tainui Ki Mahurangi Land claim:
- p) Wai 811 - Coromandel Township and Other Lands (Te Patukirikiri) claim:
- q) Wai 812 - Marutuahu Land and Taonga claim:
- r) Wai 887 - Ngawaka Tautari Lands (Auckland Kaipara) claim:
- s) Wai 968 - Korohere Ngapo Harataunga Lands claim:
- t) Wai 1530 - Descendants of Hurikino Hetaraka and Mihi Herewini claim:
- u) Wai 1696 - Tararu Land (Nicholls) claim:
- v) Wai 1702 - Ngāti Paoa and Te Urikaraka (Andrews) claim:
- w) Wai 1807 - Descendants of Tipa claim:
- x) Wai 1825 - Descendants of Hetaraka Takapuna claim:
- y) Wai 1891 - Ngaromaki Block Trust Mining claim:
- z) Wai 1897 - Boyd Turongo Dixon claim:
- aa) Wai 2039 - Ngāti Amaru and Ngāti Pou Lands claim:
- bb) Wai 2169 - Descendants of Hetaraka Takapuna claim:
- cc) Wai 2298 - WT Nicholls Estate Lands and Resources (Tukerangi) claim:

10.3 However, **historical claims** does not include the following claims:

10.3.1 a claim that a member of Ngāti Paoa, or a whanau, hapu, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from a tupuna or ancestor who is not referred to in clause 10.5.1:

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

3.0 MANDATE RECEIVED BY NGĀTI PAOA IWI TRUST

3.1 Mandate

The Ngāti Paoa Iwi Trust has received the mandate authority from the Iwi of Ngāti Paoa in accordance with the terms of this deed to be their representative body for the purposes of continuing and completing negotiations with The Crown and other interested parties on behalf of the Iwi of Ngāti Paoa in respect of the comprehensive settlement of all Ngāti Pāoa Treaty of Waitangi historical claims and future claims including, without limitation:

- a) the Ngāti Paoa Settlement Deed,
- b) participation by Ngāti Paoa in the Maurutūāhu, Hauraki and Tamaki Collective settlements,
- c) other historical claims, and
- d) any prospective future collective and/or Ngāti Paoa-specific claims including, without limitation, in relation to the Manukau and Waitemata

Harbours and any other claims covering interests that the Iwi of Ngāti Paoa may claim that may arise for negotiation and agreement with The Crown at any time in the future.

3.2 Mandate Process

The mandate of the Ngāti Pāoa Iwi Trust was received from the Iwi of Ngāti Pāoa pursuant to the comprehensive, rigorous and inclusive mandate voting process by the Iwi of Ngāti Paoa undertaken by the Ngāti Pāoa Iwi Trust and formally approved by the Crown during the period December 2019 to March 2020.

This process and its outcome has been endorsed by Te Puni Kōkiri (“TPK”) pursuant to its mandate letter of endorsement, a copy of which is attached as Appendix 9.

4.0 POWERS OF NGĀTI PAOA IWI TRUST

4.1 Specific Powers

Subject to clause 5.1 below, the Ngāti Paoa Iwi Trust has the following specific powers in relation to exercising the mandate received from the Iwi of Ngāti Paoa in accordance with this deed:

- a) the power to negotiate, complete and enter into and authorize and participate in initialising, ratification and final signing of any collective and/or Ngāti Paoa-specific settlement with The Crown for the Iwi of Ngāti Paoa in accordance with the requirements set out in clause 5.2 below;
- b) the power to agree asset allocation and apportionment arrangements with The Crown and interested third parties in respect of any collective settlements;
- c) the power to agree governance arrangements with The Crown and interested third parties in respect of any collective settlements;
- d) the power to prepare and implement a “Treaty Negotiation Strategic Plan” to achieve a fair, robust and enduring Treaty settlements on behalf of the Iwi of Ngāti Paoa;

- e) the power to appoint, remove and replace persons to act as negotiators on behalf of the Ngāti Paoa Iwi Trust in exercising the mandate received from the Iwi of Ngāti Paoa (“Mandated Negotiators”) in accordance with clause 6 below and in prior consultation with the Iwi of Ngāti Paoa and relevant crown officials;
- f) the power to delegate any one or more of the powers contained in this clause, subject to such conditions as the Ngāti Paoa Iwi Trust considers appropriate in its discretion, to persons appointed to act as Mandated Negotiators;
- g) the power to agree the scope of authority of the Mandated Negotiators and the terms on which that authority can be exercised by the Mandated Negotiators;
- h) the power to provide appropriate support (whether financial or otherwise) and expert external assistance to the Mandated Negotiators as may be needed to assist the Mandated Negotiators to perform their duties;
- i) the power to make strategic governance decisions relating to the settlement process and communicate those decisions as the Ngāti Paoa Iwi Trust considers appropriate in its discretion;

- j) the power to convene and manage a special general meeting or hui-a- iwi or ratification vote of the Iwi of Ngāti Paoa at any time in relation to any matter that the trustees of the Ngāti Paoa Iwi Trust consider requires the input or decision-making of, or to update and provide information to, the Iwi of Ngāti Paoa;
- k) the power to establish, manage and resource sub-committees, project teams, staff of the Ngāti Paoa Iwi Trust or expert external assistance with the necessary skills to undertake key tasks associated with the settlement process;
- l) the power to agree and pay reasonable financial remuneration to the Mandated Negotiators, and make reimbursement of reasonable expenses incurred by the Mandated Negotiators, in undertaking their role as Mandated Negotiators, which remuneration and aggregate paid expenses must be disclosed in the Mandate Maintenance Report referred to in clause 5.4(a) below;
- m) the power to undertake and manage, in conjunction with appropriate Crown representatives and the Iwi of Ngāti Paoa, any ratification process in respect of any collective and Ngāti Paoa-specific settlements with The Crown including, without limitation, the Ngāti Paoa Settlement Deed; and
- n) the power to otherwise act as a natural person in relation to the matters set out in this deed and exercise such powers in accordance with the terms of this deed.

5.0 DUTIES & ACCOUNTABILITIES OF NGĀTI PAOA IWI TRUST

5.1 Overriding Duties & Accountability

At all times, the Ngāti Paoa Iwi Trust:

- a) must exercise its powers in the best interests, and for the benefit, of the Iwi of Ngāti Paoa;
- b) is subject and accountable to the hapū and whanau of the Iwi of Ngāti Paoa in the exercise of its powers;
- c) will be responsible for and oversee the overall settlement process and ensure that Treaty settlement negotiations are carried out with integrity and in the most appropriate manner and with respect for mana of the hapū and whanau of Ngāti Pāoa; will observe the overriding principle that the majority-held views of the Iwi of Ngāti Paoa must be taken into consideration as set out in clause 9.3 below;
- d) will follow the process in relation to initialing, ratification and final signing of any Treaty settlement and/or agreement in principle that is set out in clause 5.2 below; and
- e) is bound by the terms of this deed.

5.2 Process for Initialing, Ratification an/or Final Signing of a Deed of Settlement and/or Agreement in Principle

Subject to clause 5.3, the Ngāti Paoa Iwi Trust will adopt the following processes with respect to initialing, ratification and/or final signing of any deed of settlement or agreement in principle in respect of any Treaty settlement to which Ngāti Paoa is a signatory, unless otherwise agreed on a prior basis by the Iwi of Ngāti Paoa by way of a fifty per cent (50%) or greater majority vote of the number of members registered on the Ngāti Paoa Iwi Trust tribal register at the date of the vote:

a) Initialing:

- i) Can only be considered when the Mandated Negotiators and the Crown and any additional parties (as the case may be) have reached agreement as to all terms of any draft deed of settlement and/or draft agreement in principle (“Draft DoS and/or Draft AiP”) that will be subject to ratification by the Iwi of Ngāti Paoa, the Draft DoS and/or Draft AiP must be ‘initialled’ by one or more duly authorised members of the board of trustees of the Ngāti Paoa Iwi Trust and by the Mandated Negotiators.
- ii) The Mandated Negotiators may only initial a Draft DoS and/or Draft AiP once they have been approved to do so by way of duly approved written resolution by the Ngāti Paoa Iwi Trust.

b) Ratification:

- i) Can occur following the initialing of a Draft DoS and/or Draft AiP in accordance with clause 5.2(a),
- ii) the Ngāti Paoa Iwi Trust must make available to the Iwi of Ngāti Paoa full copies of those documents, and
- i) conduct a round of hui involving the Iwi of Ngāti Paoa to provide the claimant community with the opportunity to ask questions and make comment on those documents and their significance,
- ii) The Ngāti Paoa Iwi Trust must ensure the Iwi of Ngāti Paoa receive a reasonable opportunity to make an informed decision when voting as to whether or not to ratify the proposed terms of a Draft DoS and/or Draft AiP.
- iii) Ratification of a Draft DoS and/or Draft AiP is to be undertaken by the Ngāti Paoa Iwi Trust by way of conducting a ballot vote of all persons over the age of 18 years who have registered on the Ngāti Paoa Iwi Trust tribal register subject to any prior review and approval of processes that may be reasonably required by the Crown.
- iv) Ratification will be treated as “approved” by the Iwi of Ngāti Paoa where a simple majority “yes” or “I agree” or “I support” vote is achieved from that ballot vote that exceeds fifty per cent (50) of the number of members registered on the Ngāti Paoa Iwi Trust tribal register at the date of the vote.

c) Final Signing:

- i) Can occur following an approved ratification of a Draft DoS and/or Draft AiP in accordance with clause 5.2(b), the Ngāti Paoa Iwi Trust and the Mandated Negotiators may sign any final binding and/or unconditional settlement agreement with the Crown represented by a complete and finalized DoS or AiP where:
- ii) the Ngāti Paoa Iwi Trust has approved such a signing by way of a duly approved written resolution of the board of trustees of the Ngāti Paoa Iwi Trust, which resolution must also appoint one or more named persons to sign on behalf of the Ngāti Paoa Iwi Trust and as representatives of the Iwi of Ngāti Paoa; and
- iii) the Ngāti Paoa Iwi Trust has approved such a signing by the Mandated Negotiators also as representatives of the Iwi of Ngāti Paoa by way of a duly approved written resolution of the board of trustees of the Ngāti Paoa Iwi Trust.

5.3 Mandate for Agreeing Binding Settlement Obtained on Ratification

For the sake of clarification, the Ngāti Paoa Iwi Trust has the authority to complete and enter into any binding and/or unconditional settlement agreement with the Crown represented by a complete and finalized DoS or AiP on behalf of the Iwi of Ngāti Paoa once it has obtained an approved ratification from the Iwi of Ngāti Paoa in accordance with the processes set out in clause 5.2(b) above and has approved the resolutions set out in clause 5.3(c) above.

5.4 Post-Settlement Arrangements

Furthermore, decisions as to the post-settlement arrangements for the management of assets received from binding settlement agreements with the Crown are matters to be decided by Ngāti Paoa Iwi Trust in its role as the duly constituted post settlement governance entity for the Iwi of Ngāti Paoa in accordance with the Deed of Trust for the Ngāti Paoa Iwi Trust Deed and following appropriate prior consultation with the Iwi of Ngāti Paoa as may be required by that Deed of Trust.

5.5 Specific Duties & Accountabilities

The Ngāti Paoa Iwi Trust has the following specific duties and accountabilities in relation to exercising the mandate received from the Iwi of Ngāti Paoa in accordance with this deed:

- a) the duty to prepare, provide and make available to the Iwi of Ngāti Paoa a comprehensive written annual mandate maintenance, performance and update report (“Mandate Maintenance Report”);
- b) the duty to present that Mandate Maintenance Report on an annual basis to the Iwi of Ngāti Paoa at one or more hui-a-iwi specifically called for that purpose;
- c) the duty to develop, manage and maintain the operational relationship with the Mandated Negotiators in accordance with this deed, including:
 - i) ensuring that the Mandated Negotiators are fulfilling their duties and meeting their accountabilities;
 - ii) establishing and managing their performance and accountability measures;
 - iii) providing for their appropriate ongoing support; and
 - iv) managing the processes for their replacement and removal;

- d) the duty to provide timely and sufficient progress and information updates and reporting to the Iwi of Ngāti Paoa in relation to any settlement matters that are of such significance or importance that the Iwi of Ngāti Paoa would reasonably be expected to have an interest in receiving such updates and reports and knowing such, including by:
 - i) the annual hui-a-iwi in connection with the Mandate Maintenance Report;
 - ii) special general meetings and/or hui-a-iwi that may be called by the Ngāti Paoa Iwi Trust from time to time;
 - iii) pānui and tribal newsletters;
 - iv) Ngāti Paoa website and facebook page;
 - v) Marae committee executive meetings and other committee meetings;
 - vi) other appropriate tribal forums and meetings;
 - vii) reports by trustees of the Ngāti Paoa Iwi Trust to their respective hapu and communities;

- e) the duty to regularly consult with hapu at wānanga of the Iwi of Ngāti Paoa Iwi Trust to gain feedback about issues arising from the information updates and reporting by the Ngāti Paoa Iwi Trust; and
- f) the duty to respond on a prompt, reasonable and adequate basis to any disputes or concerns raised by any member of the Iwi of Ngāti Paoa in accordance with clause 9 below.

5.6 Additional Duties

- a) The following processes relating to the governance of the board of trustees re outlined in the Deed of Trust for the Ngāti Pāoa Iwi Trust, including:
 - i) appointment, replacement and removal of trustees to the Ngāti Pāoa Iwi Trust,
 - ii) regular reporting to the Iwi of Ngāti Paoa, and
 - iii) expectations of the performance standards and accountability of trustees,
- b) In discharging its duties and accountabilities under this deed, the Ngāti Pāoa Iwi Trust and its trustees will otherwise have a duty to act in accordance with their respective duties and accountabilities under the Deed of Trust for the Ngāti Pāoa Iwi Trust Deed.
- c) A copy of the Deed of Trust for the Ngāti Pāoa Iwi Trust Deed is attached as Appendix 3.

6.0 APPOINTMENT & REMOVAL OF MANDATED NEGOTIATORS

6.1 Appointment & Removal

As the recipient of the mandate authority from the Iwi of Ngāti Pāoa, and subject to clauses 6.2 below, the Ngāti Paoa Iwi Trust has the power to appoint persons to act as Mandated Negotiators and remove or replace those persons in its discretion, acting reasonably.

6.2 Minimum & Maximum Number of Mandated Negotiators

At any time there may be no less than two (2) and no more than four (4) duly appointed persons acting as the Mandated Negotiators.

6.3 Appropriate Skills Required

The board must appoint suitably qualified Mandated Negotiators. At all times, at least one or more of the persons appointed as Mandated Negotiators must have professional legal or accounting qualifications and be current members of the appropriate professional body.

6.4 Separation of Duties

In line with good governance practice, to ensure effective separation of the trustees and the negotiators, a current or previous trustee cannot be appointed as a negotiator.

6.5 Exclusion

A person who has previously been appointed as a Negotiator under this deed or any previous deed on behalf of Ngāti Paoa cannot be reappointed if they have previously been removed or resigned as a negotiator for Ngāti Paoa.

7.0 DELEGATED POWERS OF MANDATED NEGOTIATORS

7.1 Delegated Powers

Subject to clause 7.2, the following powers are delegated by the Ngāti Paoa Iwi Trust to the Mandated Negotiators for the purposes of this deed:

- a) the power to negotiate with The Crown and interested third parties in relation to any collective and Ngāti Paoa-specific Treaty settlement proposals with The Crown in its own right or in conjunction with interested third parties (“settlement proposals”);
- b) the power to propose to the Ngāti Paoa Iwi Trust settlement proposals for conclusion, agreement (on a conditional, non-binding basis) and/or authorization by the Ngāti Paoa Iwi Trust of initialing by the Mandated Negotiators;
- c) the power to manage the day-to-day relationship with The Crown and its representatives, interested third parties, other Iwi and relevant stakeholders in connection with their role as Mandated Negotiators;
- d) the power to act on behalf of the Ngāti Paoa Iwi Trust with such delegated powers of the Ngāti Paoa Iwi Trust as that entity may
- e) determine in its discretion are necessary or desirable for the Mandated Negotiators to undertake their role; and

- f) subject to the limits of their delegated powers, the power to represent the Ngāti Paoa Iwi Trust and the Iwi of Ngāti Paoa at any and all relevant and appropriate meetings, hui, negotiations and other public or private events in connection with their role as Mandated Negotiators.

7.2 Best Interests

At all times, the Mandated Negotiators:

- a) must exercise their delegated powers in the best interests, and for the benefit, of the Iwi of Ngāti Paoa; and
- b) are subject and accountable to the Ngāti Paoa Iwi Trust in the exercise of their delegated powers.

7.3 Sub-Delegation

None of the delegated powers listed in clause 7.1 can be sub-delegated by the Mandated Negotiators to any other person without the express prior written consent of the Ngāti Paoa Iwi Trust.

8.0 DUTIES & ACCOUNTABILITIES OF MANDATED NEGOTIATORS

8.1 Duties & Accountabilities

The Mandated Negotiators have the following specific duties and accountabilities in relation to exercising their delegated powers in accordance with this deed:

- a) the duty to provide ongoing comprehensive and timely disclosure and regular reporting of settlement proposals and the progress of settlement proposals and negotiations in respect of the settlement proposals to the Ngāti Paoa Iwi Trust;
- b) the duty to provide appropriate input into the Mandate Maintenance Report and participate in presentation of that report on an annual basis to the Iwi of Ngāti Paoa;

- c) the duty to act at the direction of the Ngāti Paoa Iwi Trust, and be accountable to the Ngāti Paoa Iwi Trust, in relation to settlement proposals and negotiations in respect of the settlement proposals;
- d) the duty to take decisions on an unanimous consensus basis with all Mandated Negotiators in agreement and, if such unanimous consensus cannot be achieved, to request the Ngāti Paoa Iwi Trust to determine the decision in consultation with and on behalf of the Mandated Negotiators; the duty to develop, manage and maintain the operational relationship with the Ngāti Paoa Iwi Trust in accordance with this deed;
- e) the duty to arrange and attend regular update and reporting meetings with the Ngāti Paoa Iwi Trust;

- f) the duty to act appropriately and with respect on all occasions at which they represent the Ngāti Paoa Iwi Trust and the Iwi of Ngāti Paoa at relevant and appropriate meetings, hui, negotiations and other public or private events in connection with their role as Mandated Negotiators;
- g) the duty to provide timely and sufficient information updates and reporting to the Iwi of Ngāti Paoa, in conjunction with the Ngāti Paoa Iwi Trust, in relation to any settlement matters that are of such significance or importance that the Iwi of Ngāti Paoa would reasonably be expected to have an interest in receiving such updates and reports and knowing such information;
- h) the duty to take responsibility for reporting to the Ngāti Paoa Iwi Trust on a regular and timely basis on progress, financial matters, timelines and milestones in connection with the settlement proposals and such other matters as may be required by the Ngāti Paoa Iwi Trust from time to time;
- i) the duty to input into, implement and follow any “Treaty Negotiation Strategic Plan” developed by Ngāti Paoa Iwi Trust; and
- j) the duty to ensure that, in any situation where the Mandated Negotiators are not able to attend a meeting, hui or event, prudent steps are taken to ensure that the interests of the Iwi of Ngāti Paoa will not be disadvantaged by non-attendance.

9.0 DISPUTE RESOLUTION

9.1 Dispute Process

- a) If an individual member or group from the Iwi of Ngāti Paoa has a concern regarding the representation of their interests during Treaty settlement negotiations and/or in relation to settlement proposals, that person can at any time inform the to the Ngāti Paoa Iwi Trust in writing.
- b) The Ngāti Paoa Iwi Trust will then be required to seek all relevant information it determines is necessary from that person or other persons or group to ensure it has a clear understanding of the nature of the concern.
- c) Once the information has been obtained, or a decision has been made by the Ngāti Paoa Iwi Trust on reasonable grounds that it is not practicable to obtain such information, the Ngāti Pāoa Iwi Trust will then consider if the concern is valid and requires further action. The Ngāti Paoa Iwi Trust must act reasonably in making any decision about whether the concern is valid and should be addressed and requires further action.
- d) The Ngāti Pāoa Iwi Trust will promptly advise the person with the concern of its decision in writing and will provide a clear explanation of the reasons for its decision.

9.2 Dispute Resolution

- a) If the Ngāti Paoa Iwi Trust determines that the concern is valid and should be addressed and requires further action, no less than 3 (three) representatives of the Ngāti Paoa Iwi Trust will meet with the person/group in question and proceed into a dispute resolution process as outlined in clause 30 of the Deed of Trust of the Ngāti Paoa Iwi Trust.
- b) If unable to resolve the concern by this dispute resolution process, or if considered necessary or desirable by the Ngāti Paoa Iwi Trust, the views of the Iwi of Ngāti Pāoa will be sought at a specially convened hui-a-iwi to consider the concern.
- c) A decision made by a majority of the Iwi of Ngāti Paoa at any such hui-a- iwi in relation to the concern will be deemed as final, binding and conclusive in relation to the concern with the sole exception of where that concern relates to removing the mandate from the Ngāti Paoa Iwi Trust.
- d) In the case of such exception, clause 3.4 above will apply.

9.3 Overriding Principle

It is of the utmost importance, and an overriding principle to be applied by the Ngāti Paoa Iwi Trust, that the majority-held views of the Iwi of Ngāti Paoa must be taken into consideration by the Ngāti Paoa Iwi Trust and the Mandated Negotiators when making decisions relating to the settlement and negotiations of all historical claims and any future claims of the Iwi of Ngāti Paoa.

10.0 RIGHT TO AMEND DEED

10.1 Right to Amend

- a) The Ngāti Paoa Iwi Trust reserves the right to amend this deed at any time in the future following mutual agreement by ballot vote of the Iwi of Ngāti Paoa where that agreement exceeds fifty per cent (50%) of the number of members registered on the Ngāti Paoa Iwi Trust tribal register at the date of the vote where those amendments:
 - i) are agreed by the Iwi of Ngāti Paoa to be in their best interests; and
 - ii) are not inconsistent with the overriding duties and accountability of the Ngāti Paoa Iwi Trust set out in clause 5.1 and the overriding principle set out in clause 9.3 above.
- b) Any proposed amendments will be communicated to the Crown and publicly notified to the Iwi of Ngāti Paoa on a prior basis so that they each have adequate time to respond and make submissions, form views or raise enquiries.

EXECUTED AS A DEED

By the Chair of the Ngāti Paoa Iwi Trust in accordance with the approval of the Iwi of Ngāti Paoa:

.....
Chair, Ngāti Paoa Iwi Trust In the presence of:

.....
Witness

.....
Witness Full Name

.....
Witness Occupation

.....
Witness Address

APPENDICES

The following documents will be appended following the conclusion of consultation and voting. If they are currently available they can be located at:
<https://www.ngatipaoaiwi.co.nz/treaty-settlements.html>

Appended to this deed are the following documents:

Appendix 1	Ngāti Paoa Deed of Mandate dated May 2011 (replaced by this document)
Appendix 2	Ngāti Paoa Deed of Settlement 2017
Appendix 3	Ngāti Paoa Iwi Trust Deed of Trust dated 4 October 2013 (as amended on 29 April 2017 and 13 December 2018)
Appendix 4	Minutes of the four mandating hui-a-iwi held during [# TBC February 2020 #] in accordance with the Ngāti Paoa Iwi Trust Mandate Strategy
Appendix 5	Powerpoint presentation delivered at the mandating hui-a-iwi held during [# TBC February 2020 #]
Appendix 6	Copies of the newspaper advertisements for the mandating hui-a-iwi as published in the New Zealand Herald and Waikato Times on Saturday 28 December 2019
Appendix 7	Crown observers' reports from the mandating hui-a-iwi held during [# TBC March 2020 #]
Appendix 8	<i>electionz.com</i> confirmation of Voting Results from Mandating Process [# TBC March 2020 #]
Appendix 9	Confirmation of Mandate Letter from the Minister for Treaty of Waitangi Negotiations and Minister for Maori Development. [# TBC March 2020 #]