

MEMORANDUM OF UNDERSTANDING

Between

Te Kaahui o Rauru Trust

and

Te Kāhui o Taranaki Trust

and

Te Korowai o Ngāruahine Trust

and

Te Kotahitanga o Te Atiawa Trust

and

Te Rūnanga o Ngāti Maru Trust

and

Te Rūnanga o Ngāti Mutunga Trust

and

Te Rūnanga o Ngāti Ruanui Trust

and

Te Rūnanga o Ngāti Tama Trust

DATED this

day of

2016

1. PARTIES

The parties to this Memorandum of Understanding (“**MoU**”) are the Post Settlement Governance Entities for each of the eight iwi of Taranaki, namely: Te Kaahui o Rauru Trust; Te Kāhui o Taranaki Trust; Te Korowai o Ngāruahine Trust; Te Kotahitanga o Te Atiawa Trust; Te Rūnanga o Ngāti Maru Trust; Te Rūnanga o Ngāti Mutunga Trust; Te Rūnanga o Ngāti Ruanui Trust; and Te Rūnanga o Ngāti Tama Trust (“**Parties**”).

The Taranaki Iwi Chairs’ Forum includes representation from the eight Chairs of the eight respective iwi post settlement governance entities within the Taranaki region (as set out above). Any decision made by the Taranaki Iwi Chairs’ Forum shall be representative of each of the post settlement governance entities.

2. NATURE OF MEMORANDUM OF UNDERSTANDING

This MoU is freely entered into by the Parties in a spirit of goodwill and in accordance with the purpose and objectives set out in this document and is a statement of intention. Accordingly, the Parties do not intend that this MoU shall create legally binding rights and obligations for any of the Parties under relevant statutory provisions. It is not intended to restrict or in any way affect the statutory responsibilities or duties of any of the Parties. This MoU is also intended to form the basis of a meaningful relationship and may be amended or expanded by agreement.

3. PURPOSE

This MoU formalises the commitment from each of the Parties to work together to:

- I. develop and execute a joint strategy to engage with the Crown to negotiate a settlement in relation to Taranaki mouna;*
- II. record the principles and objectives that expect to underpin an ongoing relationship with each other throughout the process of reaching a settlement;*
- III. achieve outcomes towards the successful negotiation of redress; and*
- IV. set out how the parties will establish structural arrangements to drive negotiations.*

4. BACKGROUND

In May 2016, the eight iwi of Taranaki received confirmation from the Minister of Treaty of Waitangi Negotiations, Christopher Finlayson that he wished to commence formal Treaty settlement negotiations over Taranaki Mouna/Maunga. This matter was raised and discussed at a collective meeting of the Taranaki Iwi Chairs' forum on 5 July 2016, whereby the following principles were agreed:

- I. *that there is definitely strength in unity between the iwi of Taranaki;*
- II. *that there is merit and benefit in the iwi of Taranaki working and acting collectively;*
- III. *that acting collectively requires commitment;*
- IV. *that acting independently weakens the collective position; and*
- V. *that the manner in which iwi engage and conduct themselves in the future is yet to be determined and developed but that a set of key principles and the appropriate mechanism such as a memorandum of understanding or protocol be developed and agreed.*

5. MEMORANDUM GUIDING PRINCIPLES

The Parties to this MoU agree to abide by the following principles when engaging with each other.

Mana Motuhake/ Authority:

Respect for the authority and autonomy of each of the Parties and their individual roles and responsibilities, as such, each iwi entity will have a mandate and authority to act.

Te Tirohangaroa/ Forward Looking:

Be forward looking and seek to achieve results that benefit our Mounga/Maunga, people and communities, recognising and accepting that this will require commitment and action.

Mahi Tahi (Kotahitanga)/ Collaboration

The Parties will be helpful to each other and to work in the spirit of co-operation, recognising and enhancing a unity of purpose and direction where all are able and encouraged to contribute:

- There is a commitment to work towards a solution and to do this with a sense of shared purpose, a flexible approach and a willingness for reasonable compromise;
- There is a commitment from each of the Parties to commit resource and to share equally costs associated with progressing this matter; and
- All Parties recognise the need to make the relationship work as efficiently as possible so as to make the best use of resources.

Manaakitanga/ Reciprocity:

Emphasise behaviour and activities that are mana enhancing towards each other including generosity, care, respect and reciprocity.

Kia Tika, Kia Pono/ Transparency:

Being open, honest and transparent in our communication with each other:

- Commit to open and frank exchanges and operate a 'no surprises approach';

- Each of the Parties will demonstrate goodwill, responsiveness and respect the independence of the other Parties and their individual values, mandates, roles and responsibilities; and
- Commit to the highest levels of engagement.

6. ESTABLISH AND APPOINT A NEGOTIATION TEAM

The Parties agree that a Negotiation Team will be established and appointed to develop, drive and engage with the Crown to negotiate redress and a settlement in relation to Taranaki Mounga/Maunga. Terms of Reference associated with the role, purpose and function of the Negotiation team are set out in **Schedule 2** of this MoU.

7. COSTS

Each of the Parties will be responsible for their own costs associated with fulfilling the objectives of the Parties under this MoU, unless agreed otherwise in writing by the Parties.

8. CONFLICT RESOLUTION

Any dispute concerning the subject matter of this document is to be initially progressed and settled by full and frank discussion and negotiation between the Parties to this MoU. Should disputes remain unsettled, a dispute committee will be formed from the Taranaki Iwi Chairs' Forum to work through a process to settle the dispute. Should the dispute still remain unsettled, each respective party may seek independent arbitration at their own respective costs.

9. TERMINATION

The Parties are committed to this MoU, however, any of the Parties may choose to withdraw their support for this MoU by notice of their intention to do so by written notice to all other Parties. The opportunity for any party who withdraws to re-support and re-commit to this MoU, shall remain open to do so at a time of their choosing.

10. ADDITIONAL SCHEDULES TO THIS MEMORANDUM

Schedule 1- MoU Organisation Structure

Schedule 2- Taranaki Maunga Negotiation Team - Terms of Reference

SIGNATURES

.....
SIGNED by [insert name] on behalf of
TE KAAHUI O RAURU TRUST

.....
Witness signature
Witness name:
Witness occupation:
Witness address:

.....
SIGNED by [insert name] on behalf of
TE KĀHUI O TARANAKI TRUST

.....
Witness signature
Witness name:
Witness occupation:
Witness address:

.....
SIGNED by [insert name] on behalf of
TE KOROWAI O NGĀRUAHINE TRUST

.....
Witness signature
Witness name:
Witness occupation:
Witness address:

.....
SIGNED by [insert name] on behalf of
TE KOTAHITANGA O TE ATIWA TRUST

.....
Witness signature
Witness name:
Witness occupation:
Witness address:

.....
SIGNED by [insert name] on behalf of
TE RŪNANGA O NGĀTI MARU TRUST

.....
Witness signature
Witness name:
Witness occupation:
Witness address:

.....
SIGNED by [insert name] on behalf of
TE RŪNANGA O NGĀTI MUTUNGA TRUST

.....
Witness signature
Witness name:
Witness occupation:
Witness address:

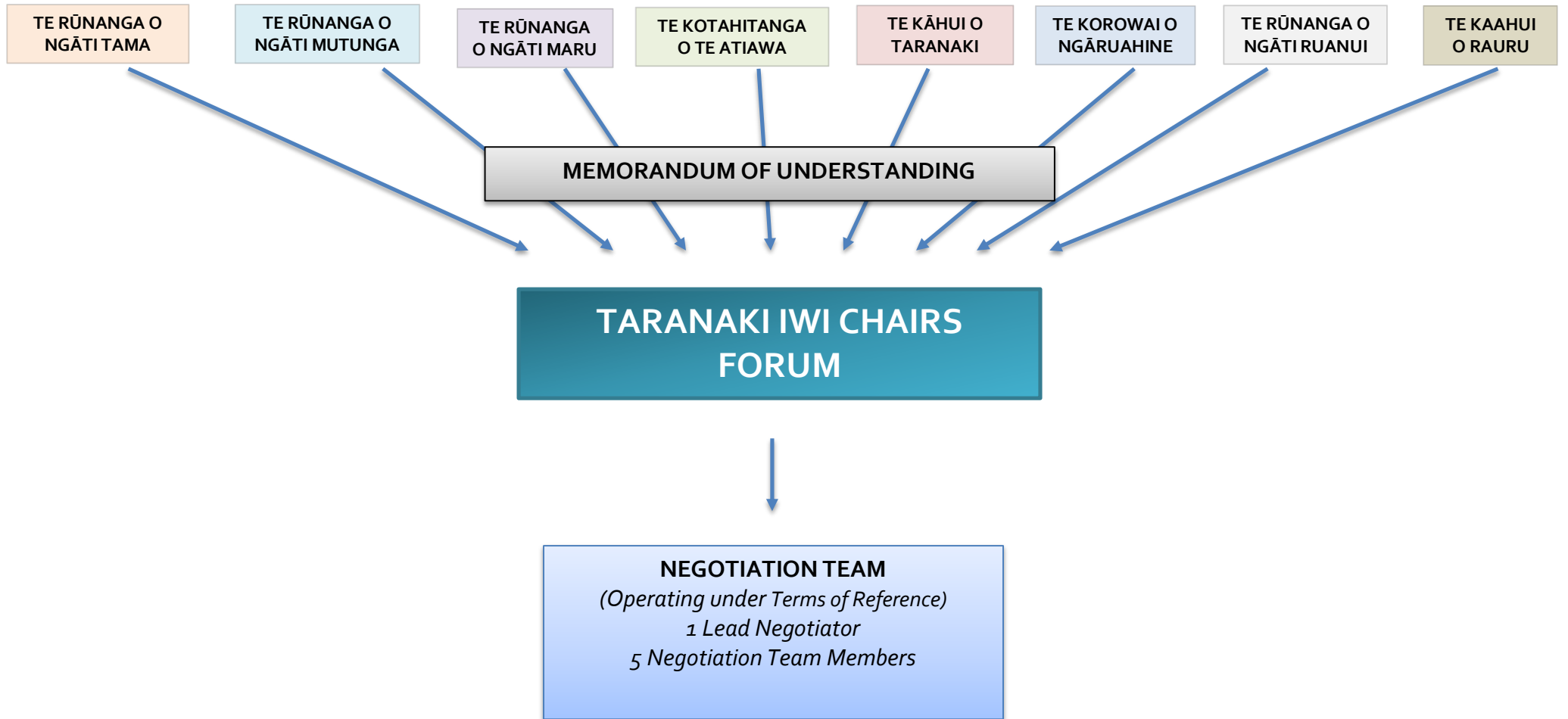
.....
SIGNED by [insert name] on behalf of
TE RŪNANGA O NGĀTI RUANUI TRUST

.....
Witness signature
Witness name:
Witness occupation:
Witness address:

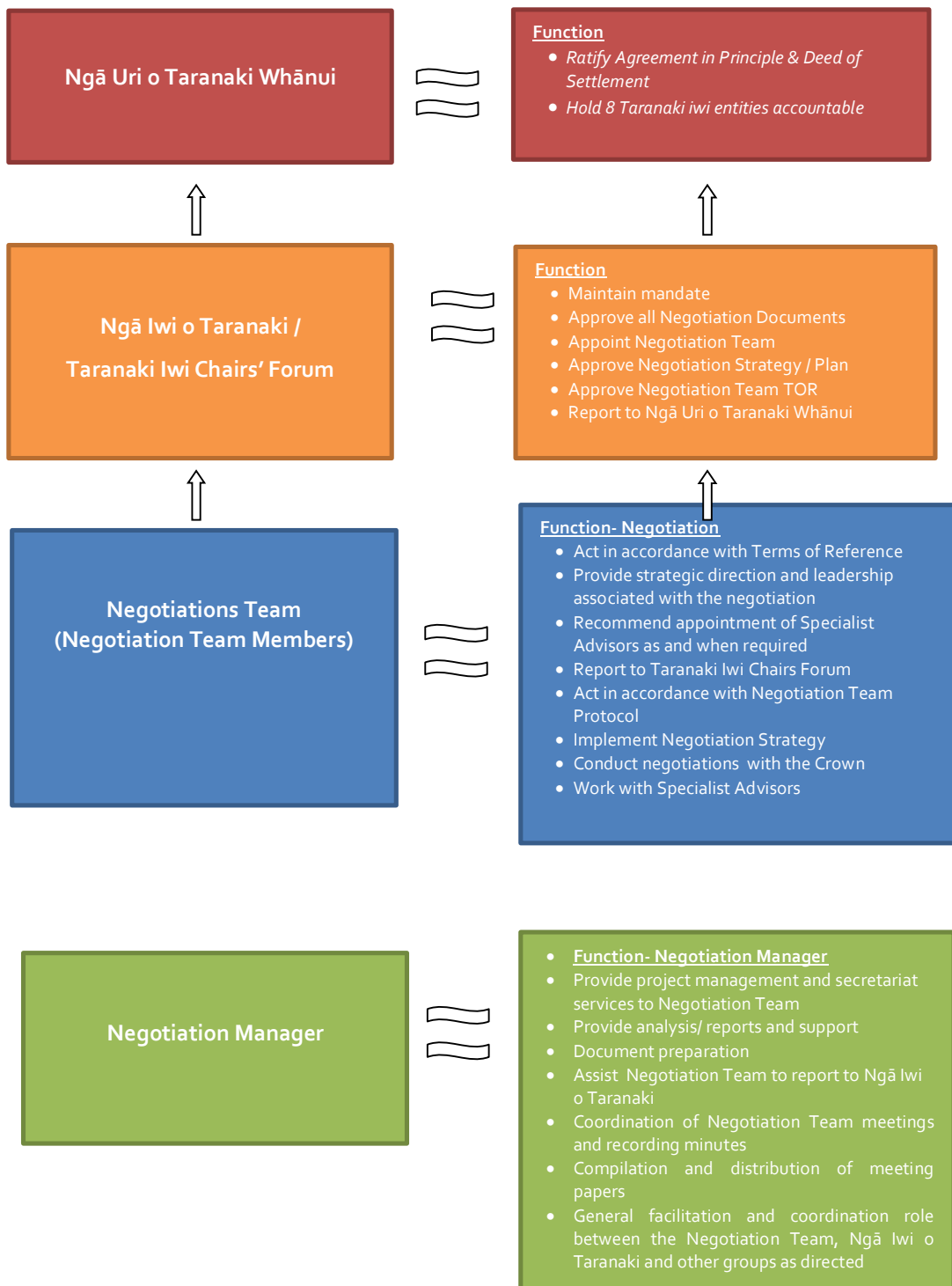
.....
SIGNED by [insert name] on behalf of
TE RŪNANGA O NGĀTI TAMA TRUST

.....
Witness signature
Witness name:
Witness occupation:
Witness address:

SCHEDULE 1 - MOU ORGANISATION STRUCTURE



OVERVIEW OF STRUCTURE, FUNCTIONS AND REPORTING



SCHEDULE 2.

TARANAKI MAUNGA NEGOTIATION TEAM TERMS OF REFERENCE

BACKGROUND

1. Ngā Iwi o Taranaki wish to establish the Taranaki Mounga/Maunga Negotiation Team (“**Negotiation Team**”) to achieve a collective Taranaki iwi vision for settlement in relation to Taranaki Mounga/Maunga.
2. Negotiation Team members shall be appointed by the Taranaki Iwi Chairs’ Forum, but each member shall be contracted by way of individual Independent Contractor Agreements.

PURPOSE

3. This Terms of Reference provides the role, functions and parameters for the Negotiation Team to achieve the collective Taranaki iwi vision for settlement in respect of Taranaki Mounga/Maunga.

ROLE OF THE NEGOTIATION TEAM

4. The role of the Negotiation Team is to achieve a Settlement. In doing so, it will provide ongoing advice to Ngā Iwi o Taranaki via the Taranaki Iwi Chairs’ Forum in relation to the conduct of negotiations to settle the Negotiation.
5. In carrying out its role the Negotiation Team will:
 - a. act in accordance with the provisions set out in this Terms of Reference;
 - b. act in accordance with the provisions set out in any individual Independent Contractor Agreements;
 - c. act in accordance with procedures and delegations agreed or mandated by the Taranaki Iwi Chairs’ Forum;
 - d. act within agreed plans and budgets approved by the Taranaki Iwi Chairs’ Forum;
 - e. maintain and demonstrate a level of leadership and excellence;
 - f. maintain the confidentiality of confidential material in carrying out, or incidental to, its functions; and
 - g. comply with legal requirements.

FUNCTIONS

6. The functions of the Negotiation Team are set out below:

Leadership

7. The Negotiation Team will provide strategic direction and leadership on the development and implementation of any Settlement by receiving, considering and making recommendations in relation to documentation prepared by the team, including but not necessarily limited to the following:
- a. Relevant information required for negotiation purposes;
 - b. Negotiation plans and strategies;
 - c. Negotiation communications strategy;
 - d. Reports and recommendations; and
 - e. Post settlement governance options for Ngā Iwi o Taranaki.

Recommendation and Advisory

8. The Negotiation Team will:
- a. Recommend the appointment of specialist advisors;
 - b. Recommend the adoption of any negotiations plans and strategies;
 - c. Recommend to the adoption of a communications strategy;
 - d. Recommend the adoption of any post settlement governance options;
 - e. Recommend the adoption of any Agreement in Principle;
 - f. Recommend the adoption of a Deed of Settlement; and
 - g. Provide advice and make other recommendations as necessary.

Reporting

9. The Negotiation Team will:
- a. provide Annual reports of progress in negotiating a Settlement and the Negotiation Team activities and performance for the period;
 - b. provide at least quarterly report of progress in achieving a Settlement and the Negotiation Team activities for the period. These quarterly updates will advise on progress on:

- i. particular issues;
 - ii. work progress;
 - iii. financial income and expenditure;
 - iv. Programmes, and
 - v. other matters of interest.
 - c. Report and meet with the Taranaki Iwi Chairs' Forum six weekly and as required from time to time. The purpose of the six weekly meetings are to provide to the Taranaki Iwi Chairs' Forum:
 - i. progress to date against an agreed negotiations strategy, plan and budget; and
 - ii. any other issues that might arise from time to time in relation to settlement negotiations.
 - d. Report and meet with the Ngā Iwi o Taranaki as required from time to time.
- 10. The Negotiation Team will make publicly available as much information as possible regarding its approved reports and decisions.

SYSTEMS AND PROCESSES

- 11. The Negotiation Team will operate in a manner that promotes:
 - a. Leadership and excellence;
 - b. transparency and accountability;
 - c. consensus decision making;
 - d. fairness and consistency;
 - e. confidence in the negotiations plan and strategy; and
 - f. Ngā Iwi o Taranaki's Vision for Settlement.
- 12. The Negotiation Team will document systems and processes it will use to operate, including:
 - a. the procedures for assessing and prioritising work plans;
 - b. how its decisions are made and notified;
 - c. how information is to be treated, secured and returned where a person is no longer a member of the Negotiation Team;
 - d. its working relationship with the Taranaki Iwi Chairs' Forum;
 - e. Any particular negotiation meetings with Crown agencies; and
 - f. any other matters necessary to achieve a Settlement.

MEMBERS

- 13.** The Negotiation Team will consist of up to one (1) Lead Negotiator, and a maximum of five (5) others. The Negotiation Team may establish working groups from time to time.
- 14.** The core capability of the group should include identified skills, experience and specific expertise such as but not necessarily limited to the following:
 - a. An understanding and knowledge of the history of Taranaki Mounga/Maunga;
 - b. An understanding and knowledge of Crown Treaty Settlement policy and process;
 - c. Negotiation and strategy;
 - d. Critical and strategic analysis;
 - e. Governance;
 - f. Commercial and financial acumen;
 - g. Communications;
 - h. Relationships and networks; and
 - i. Te Reo Māori and Taranaki Tikanga.
- 15.** In appointing members to the Negotiation Team, the Taranaki Iwi Chairs' Forum will have regard to the relevant skills, experience and specific expertise required to achieve a Settlement.

Appointment

- 16.** The Taranaki Iwi Chairs' Forum will, by written notice, appoint and reappoint:
 - a. the Negotiations Team; and
 - b. any such appointment or reappointment shall be effective from the time and date specified in the notice and shall, subject to the removal and termination provisions of these Terms of Reference and Independent Contractor Agreements, be for a period as agreed to by the Iwi Chairs' Forum to conclude a successful settlement over Taranaki Mounga/Maunga.

Termination and Resignation

- 17.** Termination and resignation from the Negotiation Team shall be dealt with as set out in any Independent Contractor Agreements.

Duties

18. A member of the Negotiation Team has a duty to:
 - a. act in good faith and in the best interests of the Iwi Chairs' Forum and the expectations for Settlement; and
 - b. comply with these Terms of Reference.

Remuneration

19. The amount of remuneration payable for services as a member of the Negotiation Team will be determined as part of a negotiations strategy and budget approved by the Taranaki Iwi Chairs' Forum.

NEGOTIATION TEAM MEETINGS

20. Meetings will be held as determined by the Lead Negotiator.
21. A quorum will be three (4) members.
22. In the absence of the Lead Negotiator, the Lead Negotiator will appoint another member of the Negotiation Team in their place.
23. Members shall be given reasonable notice of meetings.
24. Members will notify the team within a reasonable time frame if they are unable to attend a meeting.
25. If a member is absent for more than 3 meetings without a reason, their position may be considered to be vacant.
26. Negotiation Team members will identify when material being considered is confidential and this will be recorded in any minute and or negotiation record.
27. Minutes of the meeting will be recorded and endorsed by the Negotiation Team and where appropriate made available to the Taranaki Iwi Chairs' Forum.

ROLE OF THE LEAD NEGOTIATOR

28. The Lead Negotiator is responsible for:
 - a. ensuring the Negotiation Team operates in a manner that enables it to undertake its role and functions;
 - b. facilitating Negotiation Team meetings;

- c. Guidance and assistance in the preparation of documentation for presentation to the tarankai Iwi Chairs' Forum and Ngā Iwi o Taranaki, including, but not necessarily limited to the following:
 - i. Relevant information required for negotiation purposes;
 - ii. Negotiation plan and Strategy;
 - iii. Negotiation communications strategy;
 - iv. Reports and recommendations; and
 - v. Post settlement governance entity options; and
- d. Liaising with and reporting to the Taranaki Iwi Chairs' Forum and Ngā Iwi o Taranaki on all matters relating to the role of the Negotiation Team.

NEGOTIATION TEAM MEMBERS

29. The Negotiation Team members will assist with advisory and technical functions including:
- a. Working with the Lead Negotiator and assist to prepare documentation for, including, but not necessarily limited to the following:
 - i. Relevant information required for negotiation purposes;
 - ii. Negotiation plan and Strategy;
 - iii. Negotiation communications strategy;
 - iv. Technical Reports and recommendations; and
 - v. Post settlement governance entity options; and
 - b. Any other matters as may be required within the scope of Negotiations.

NEGOTIATION MANAGER

30. The Negotiation Team will be serviced by a Negotiation Manager who will perform administrative and management functions including:
- a. Coordination of Negotiation Team meetings and recording minutes;
 - b. Compilation and distribution of meeting papers;
 - c. General facilitation and coordination role between the Negotiation Team, the Taranaki Iwi Chairs' Forum and other groups as directed; and
 - d. Any other matters as may be directed by the Negotiation Team.