

**MUAŪPOKO TRIBAL AUTHORITY
AND
THE CROWN**

**CROWN EXPECTATIONS
AND MATTERS FOR AGREEMENT**

14 December 2013

Crown Expectations for Treaty Settlement Negotiations

Purpose of this document

1. This document:
 - 1.1. records the Crown's expectations for negotiating the settlement of historical Treaty of Waitangi claims with the Muaūpoko Tribal Authority; and
 - 1.2. is not legally binding and does not create a legal relationship.

Objective of the Negotiations

2. The Crown's objective of the negotiations is to negotiate in good faith a settlement of the historical claims of Muaūpoko that:
 - 2.1. is comprehensive, final, durable and fair in the circumstances;
 - 2.2. recognises the nature, extent and injustice of breaches of the Crown's obligations to Muaūpoko under Te Tiriti o Waitangi / The Treaty of Waitangi and its principles and, where appropriate, acknowledges the effect of these breaches on the economic, social, cultural and political well-being of Muaūpoko;
 - 2.3. provides a platform to assist Muaūpoko to develop their economic base. In addition, the Crown acknowledges that Muaūpoko may view the settlement as a means of enhancing their social, cultural and political development;
 - 2.4. enhances the ongoing relationship between the Crown and Muaūpoko (both in terms of Te Tiriti o Waitangi / The Treaty of Waitangi and otherwise);
 - 2.5. restores the honour of the Crown; and
 - 2.6. demonstrates and records that both the Crown and the Muaūpoko Tribal Authority have acted honourably and reasonably in negotiating the settlement.

Actions Enabled by Final Settlement of All Claims

3. The final settlement of all the historical claims of Muaūpoko will enable the:
 - 3.1. release and discharge of all of the Crown's obligations and liabilities in respect of those claims;
 - 3.2. discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of Muaūpoko;
 - 3.3. removal, for the benefit of Muaūpoko, of:
 - 3.3.1. statutory protection for claims against the Crown;
 - 3.3.2. any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989;
 - 3.3.3. removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the historical claims of

Muaūpoko, the deed of settlement, the redress provided or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any deed of settlement or any settlement legislation); and

3.3.4. discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to the historical claims of Muaūpoko.

Matters Unaffected by Settlement

4. The settlement will not:
 - 4.1. diminish or in any way affect any rights that Muaūpoko have arising from Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, except to the extent that claims arising from those rights are settled;
 - 4.2. extinguish or limit any aboriginal or customary rights that Muaūpoko may have; or
 - 4.3. have the effect of granting, creating, or providing evidence of any rights or interests under the Marine and Coastal Area (Takutai Moana) Act 2011, nor does it affect the ability of the iwi or hapū to make applications for recognition of protected customary rights or for customary marine title under the same Act, or pursue any other remedies available to them.
5. In addition, the settlement is not intended to affect any decision, proposal or report of Te Ohu Kaimoana either under the Māori Fisheries Act 2004 or in respect of the "fisheries" deed dated 23 September 1992.

Definitions

6. The Crown's understanding is that the Deed of Mandate for the Muaūpoko Tribal Authority sets out:
 - 6.1. That the Muaūpoko Tribal Authority is the representative body mandated by Muaūpoko; and
 - 6.2. who Muaūpoko is and the scope of their historical Treaty of Waitangi claims.
7. The definition of Muaūpoko and Muaūpoko historical claims may be further developed by the Crown and the Muaūpoko Tribal Authority during the negotiations for inclusion in the deed of settlement.
8. The Public Finance Act 1989 contains a definition of the Crown.

Other Matters

9. This document, and any negotiations held, do not bind the parties to reach a settlement. All agreements reached during negotiation are not binding on either party until and unless expressly provided for in the signed deed of settlement and settlement legislation.
10. Crown guidance on the process for negotiations is set out in *Healing the Past, Building a Future: A Guide to Treaty of Waitangi Claims and Negotiations with the Crown*.

Matters for Agreement by Crown and Muaūpoko Tribal Authority

1. The Crown and the Muaūpoko Tribal Authority (**the parties**) agree:
 - 1.1. negotiations will be on a "without prejudice" basis and will be conducted in good faith and a spirit of open communication;
 - 1.2. negotiations will be conducted privately and in confidence between parties unless the parties agree otherwise;
 - 1.3. any agreement reached in the course of negotiations will remain confidential to the parties unless they agree otherwise;
 - 1.4. to make media statements only when mutually agreed;
 - 1.5. the Crown may be required by law to release information about the negotiations (for example, under the Official Information Act 1982);
 - 1.6. they may agree to extend their confidential negotiations to include other interested groups, being those groups agreed by both parties in the course of negotiations:
 - 1.6.1. the extended negotiations can apply to some or all of the issues in the negotiation;
 - 1.6.2. other interested groups included in the extended negotiations will be expected to agree to the same obligations of confidence to join the negotiations;
 - 1.6.3. for example, the Crown and the Muaūpoko Tribal Authority may agree to include one or more neighbouring groups in negotiations to jointly address common redress sought by the groups and the overlapping interests of the neighbouring groups;
 - 1.7. to ensure regular and appropriate internal communication procedures through the negotiations;
 - 1.8. the Muaūpoko Tribal Authority will provide the Office of Treaty Settlements (**OTS**) with reports on the state of its mandate every six months and OTS will advise the Muaūpoko Tribal Authority of any correspondence it receives about the mandate of Muaūpoko Tribal Authority;
 - 1.9. during negotiations the Muaūpoko Tribal Authority will:
 - 1.9.1. not pursue any legal proceedings relating to the subject matter of negotiations; and
 - 1.9.2. use best endeavours to ensure the registered claimants of Muaūpoko do not pursue any legal proceedings relating to the subject matter of negotiations;
 - 1.10. if the Muaūpoko Tribal Authority or the registered claimants initiate legal proceedings, the Crown will consider its position and may withdraw from negotiations;
 - 1.11. the Crown will not dispose of surplus Landbank property in the Muaūpoko area of interest without prior acknowledgement on behalf of the Muaūpoko Tribal Authority; and

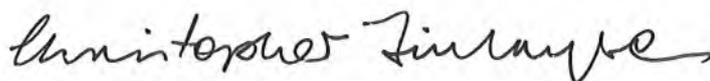
1.12. where necessary, the Crown will discuss with the Muaūpoko Tribal Authority any correspondence received from third parties which relates to the Muaūpoko negotiations.

Overlapping Interests

2. The overlapping interests of all groups, either settled or unsettled, must be addressed to the satisfaction of the Crown before a deed of settlement is initialled. The Crown will assist where necessary to address the overlapping interests of all groups.
3. Redress negotiated as part of the deed of settlement may need to reflect the significance of an area or feature to overlapped groups. Non-exclusive redress instruments may be used.
4. The Crown will encourage the Muaūpoko Tribal Authority to engage with neighbouring groups from the outset of negotiations to agree how any interests in overlapped areas should be provided for.
5. The Crown will assist the Muaūpoko Tribal Authority by providing information on proposed redress items to groups with overlapped interests and facilitating discussions to resolve issues.
6. The Crown's preference is that groups decide between them how best to deal with overlapped interests. If this is not possible, a Ministerial decision may be necessary.
7. Where the Crown is engaged in negotiations with claimant groups whose rohe overlap, the Crown will regularly update each mandated body on the progress of each negotiation (but will preserve any necessary confidentiality of information in those negotiations).
8. Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets or redress in which the Muaūpoko Tribal Authority have also expressed an interest, the Crown, before finally offering the particular redress item or asset for inclusion in a settlement, will:
 - 8.1. notify the Muaūpoko Tribal Authority of the shared interest; and
 - 8.2. facilitate a discussion between the relevant mandated representatives in order to attempt to resolve, at an early stage, any potential conflicts between claimant groups about the potential redress.

Signed this 10th day of December 2013

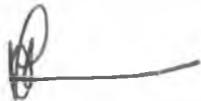
For and on behalf of the Crown:



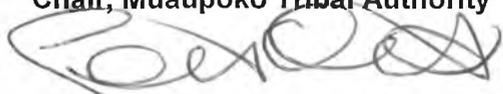
Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Signed this 14 day of 12. 2013

For and on behalf of the Muaūpoko Tribal Authority:



Louana Williams
Chair, Muaūpoko Tribal Authority



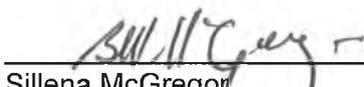
Gina Lomax
Trustee, Muaūpoko Tribal Authority



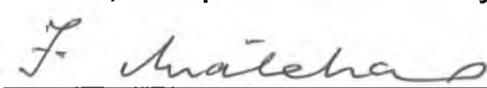
Marokopa Wiremu Matakatea
Trustee, Muaūpoko Tribal Authority



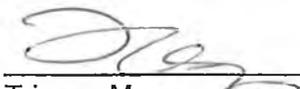
Robert Warrington
Trustee, Muaūpoko Tribal Authority



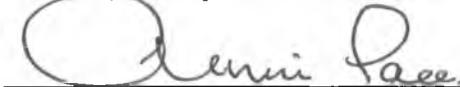
Sillena McGregor
Trustee, Muaūpoko Tribal Authority



Frances Matehaere
Trustee, Muaūpoko Tribal Authority



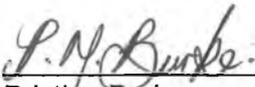
Trineze Murray
Trustee, Muaūpoko Tribal Authority



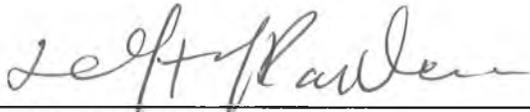
Milly Paea
Trustee, Muaūpoko Tribal Authority



Kathy Putaka
Trustee, Muaūpoko Tribal Authority



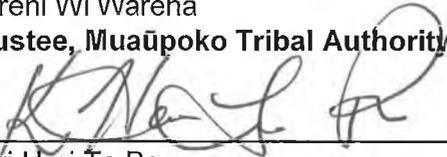
Pristine Burke
Trustee, Muaūpoko Tribal Authority



Nina Hori Te Pa-Wana
Trustee, Muaūpoko Tribal Authority



Kerehi Wi Warena
Trustee, Muaūpoko Tribal Authority



Keri Hori Te Pa
Trustee, Muaūpoko Tribal Authority

Witnesses / members of Muaūpoko

Ihū Hūhū

KKPac9

Nga Haerenga Hoa Nicholson O.S.M.

Mrecorangi Hanita Paki

Marin Sunny

Sam M'hu per

Glavia Meseama Hauti

Pariot Rantali

Sever Hui

Wana Weta Kereke

Muana Iwaid Jamakata

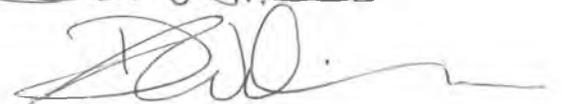
Mta. Jamakata

Jura Jamakata

Joanne Hood

Ihū Ari

Don Wika



Witnesses / members of Muaūpoko

Janangarongairungaitaka NWH

Marelini Kaiti Brenta Tubopara

Say McGregor

Viona Hurinui

SHARON (HAPAKUKU-HANITA) THEATA

~~Sharon I. W. W.~~

Charmaine Hurinui b.P.H.

Paula Hori Teke

Mono Hori Teke

Janele Anahera Hanita-Laki Jaume Niti

Te Hira Hika Hika

Te Rangī Elizabeth Vena

Tatana Scioscia

Mare Tubopara

MENEMA WILL

Vincent Hairehaere

Karin Te Hira

Jamie Tetaha Hui

Bill Dransfield

Rakupa Makarika

Hokipera (Paula) McGregor

Sherry

Guinnessa Sullivan

CARL Jensen

Darren Te Matakatea Reid

Ina Jensen