

Mandated **Ngāpuhi** Authority –
Amended Deed of Trust

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Mandated Ngāpuhi Authority – Amended Deed of Trust

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Deed of Trust originally made on 14 February 2014

ORIGINAL PARTIES

Te Rūnanga-Ā-Iwi-O-Ngāpuhi (*Settlor*)

Toko Tahere, Sam Napia, Kyle Hoani, John Klaricich QSM, Titewhai Harawira, Hōne Sadler, Hemi Pou, Donald (Tana) Cooper, Carol Dodd and Raniera (Sonny) Tau (*Initial Trustees*)

BACKGROUND

- A The Settlor established by a deed dated 14 February 2014 a trust for the charitable purposes set out in this deed.
- B The Initial Trustees consented to become interim caretaker Trustees of such a trust upon the trusts, for the purposes and with the powers as set out in this deed.
- C The Settlor, on the Effective Date, provided the Initial Trustees with the property listed in Schedule Two to be held by the Trustees upon the trusts, for the purposes and with the powers as set out in this deed.
- D This deed also sets out the process for electing and appointing further Trustees.
- E This deed was amended by resolution of the then Trustees under clause 19 of this deed on two separate occasions in 2015.
- F This deed was further amended by resolution of the then Trustees under clause 19 of this deed passed at a meeting held on [] 2018.
- G This version of this deed is a consolidated version and incorporates all the amendments made in 2015 and 2018.

OPERATIVE PART

1 NAME OF TRUST

The trust created by this deed shall be known from the 2018 Amendment Date as the Mandated **Ngāpuhi** Authority (*MaNA*).

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

2018 Amendment Date means [20 December 2018], being the date on which this deed was amended by resolution of the then Trustees.

Active RNB means a RNB that, under its Rohe Negotiation Body Rules, is treated as fully carrying out its operations and that maintains **65% of its rohe hapū Members**.

Adult Member of Ngāpuhi means a Member of **Ngāpuhi** who is over the age of 18 years.

Advisory Board means the board described in clause 9 or clause 10, as the case may be.

Advisory Board Member means a member of the **Kaumātua and Kuia** Advisory Board or the **Ngāpuhi Taura Here Advisory Board**, as the case may be.

Chairperson means the Trustee elected as chairperson in accordance with clause 8.3.

Charitable Purposes in this deed means every purpose within New Zealand which, in accordance with the laws of New Zealand for the time being, is charitable, whether such purpose involves the relief of poverty, the advancement of education and religion or any other object or purpose beneficial to the hapū, the community (hāpori), and shall include any trust established solely and exclusively for charitable purposes.

company includes a corporation or other body corporate and a body of persons (whether incorporated or not).

Deed of Mandate means the Deed of Mandate submitted to the Crown by **Te Rōpū o Tūhoronuku**, comprising the original 31 March 2012 Deed of Mandate and the 5 July 2013 Addendum and [] December 2018 amended Deed of Mandate and *Mandate* refers to the mandate arising under the Deed of Mandate.

Deputy Chairperson means the person elected as deputy chairperson in accordance with clause 8.4.

Effective Date means the date upon which the Crown originally recognised the Trust as the mandated representative of Ngāpuhi in the Deed of Mandate.

Elected Trustee means a Trustee elected in accordance with Schedule One.

Independent Returning Officer or *IRO* has the meaning given in Part F of Schedule One.

Initial Trustee means an interim caretaker Trustee in accordance with clause 5.3.

Intellectual Property means all intellectual property owned by the Settlor, whether registered or unregistered, including but not limited to copyright works, logos, designs, domain names and websites.

Kaumātua and Kuia Advisory Board means the Advisory Board established under Part B of Schedule 1 and further described in clause 10.

Member of Ngāpuhi means a person 18 years of age or older who affiliates to Ngāpuhi through descent from a primary ancestor of Ngāpuhi and affiliates to a hapū within **Te Whare Tapu O Ngāpuhi** or a person who is **Whāngai** as further defined in the claimant definition in the Deed of Mandate.

Negotiator means a negotiator appointed and holding office under clause 7.

Ngāpuhi means the iwi comprising every person who is descended from a primary ancestor of **Ngāpuhi** as defined in the Deed of Mandate.

Ngāpuhi Negotiation Protocol means the deed between the Trustees and the trustees of each Rohe Negotiation Body in the form set out in Schedule Four.

Ngāpuhi Taura Here Advisory Board means the Advisory Board established under Part C of Schedule 1 and further described in clause 9.

Original Election Completion Date means the date of completion of the process for election and appointment process for Trustees set out in the 5 July 2013 Addendum to the Deed of Mandate.

person and words importing a person or persons include an individual, company, firm, organisation or trust and any state, government or governmental agency.

Private Notice has the meaning given in Part F of Schedule One.

property means any real or personal property of any kind or nature and includes any right or interest therein.

PSGE means a post-settlement governance entity.

Public Notice has the meaning given in Part F of Schedule One.

RNB Negotiator means a negotiator appointed under a Rohe Negotiation Body Rules to negotiate for the RNB, amongst other things, allocation of commercial redress in accordance with the **Ngāpuhi Negotiation Protocol**, timing of discussions concerning sovereignty, certain governmental relations matters and historical and cultural redress.

rohe hapū kaikōrero means a person appointed to be and holding office as a member of a Rohe Negotiation Body.

rohe hapū means each of:

- (a) Hokianga;
- (b) Te Pēwhairangi/Takutai Moana;
- (c) Whangaroa;
- (d) Kaikohe-Te **Waimate Taiāmai**;
- (e) Whāngarei; and
- (f) Mangakāhia.

Rohe Negotiation Body or *RNB* means a rohe negotiation body established by **the hapū** of that rohe and formed by Rohe Negotiation Body Rules to represent one of the rohe hapū.

Rohe Negotiation Body Rules means rules validly adopted and applicable to a rohe hapū and in or substantially in the form set out in Schedule Three.

Secretary means the officer of the Trust appointed in accordance with clause 8.5 of this deed.

Te Rōpū o Tūhoronuku means the subcommittee of Te Rūnanga-Ā-Iwi-O-Ngāpuhi.

Te Rūnanga-Ā-Iwi-O-Ngāpuhi or *Rūnanga* means the charitable trust established by deed of trust dated 6 March 1989.

Tikanga ā Hapū means the rules and protocols of Ngāpuhi.

Trust means the trust established by this deed - MaNA.

Trust Property means all the assets and liabilities (if relevant) of the Trust, including income that is from time to time held by the Trustees on the trusts of this deed.

Trustees means the trustees for the time being of the Trust, whether Initial Trustees, Trustees elected or appointed under the provisions of Schedule One prior to the 2018 Amendment Date or Trustees appointed under the provisions of Schedule One after the 2018 Amendment Date.

Whangai means a person who does not affiliate to Ngāpuhi by descent from a primary ancestor of Ngāpuhi but who is adopted by a Member of Ngāpuhi pursuant to statute or in accordance with the Tikanga ā Hapū of Ngāpuhi.

Working Day means the days Monday through Friday (inclusive), excluding any public holiday and the period from 24 December to 2 January (inclusive).

2.2 Interpretation

In this deed:

- (a) except as otherwise expressly provided by this deed, the powers or discretions as to the administration of the Trust or as to the distribution of the income and the capital of the Trust Property vested in the Trustees by any clause shall not in any way be limited or restricted by the interpretation of any other clause;
- (b) unless the context otherwise requires:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) words importing one gender include the other genders;
 - (iii) words denoting natural persons include companies;
 - (iv) references to a statute shall be deemed to be references to that statute as from time to time amended or re-enacted or substituted ;
- (c) headings have been inserted for guidance only and shall not be deemed to form part of the context of this deed; and
- (d) the deed includes the Schedules.

2.3 Te reo Māori version and English version

There are two versions of this document - the version in te reo Māori and the version in English. The parties agree that the reo Māori version is the definitive version. If any interpretation issues arise in relation to this deed in relation to inconsistencies between the reo Māori version and the English version, the parties will abide the reo Māori version.

3 DECLARATION OF TRUST

3.1 Declaration

E aro pū ana ngā hapu o Ngapuhi ki ā rātou whakapapa, i runga anō i te mōhio, ko te whakapapa tēnā e hono ana rātou ki a rātou anō, nā, ko te whanaungatanga, ko te kotahitanga tērā e noho nei hei tūāpapa mō ngā take kei mua i te aroaro.

3.2 General principle

The wairua of this document is based on shared whakapapa, whanaungatanga and Kotahitanga. This should be borne in mind by all the parties at all times.

3.3 Relationship with RNBs

This deed is to ensure that the MaNA and RNBs will act faithfully with each other on the **clear understanding that this relationship is critical to a successful and united Ngāpuhi settlement which respects the rohe and hapū of Ngāpuhi.**

4 CHARITABLE PURPOSE

4.1 Purpose

The Trustees shall hold the Trust Property upon trust for the purpose of negotiating with the Crown in relation to breaches of Te Tiriti o Waitangi 1840, such purpose being a charitable purpose **benefiting Ngāpuhi which relates to the relief of poverty, the advancement of education or religion or other matters beneficial to the community of Ngāpuhi.**

4.2 No non-charitable purpose

The purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees.

5 TRUSTEES

5.1 Number of Trustees

The number of Trustees shall not be fewer than eight nor more than [thirty].

5.2 Composition of Trustees

The Trustees shall be:

- (a) until the Original Election Completion Date, the Initial Trustees;
- (b) from the Original Election Completion Date until the 2018 Amendment Date, the Trustees elected or appointed under the provisions set out in Schedule One prior to the 2018 Amendment Date; and
- (c) from the 2018 Amendment Date but subject to transition under paragraph 2 of Part F of Schedule One, the Trustees appointed or elected under the provisions set out in Schedule One.

5.3 Initial Trustees

The persons named in this deed as Initial Trustees, being the then members of Te **Rōpū o Tūhoronuku**, were the first Trustees of the Trust. These Initial Trustees held temporary office as Trustees until the Original Election Completion Date.

5.4 Application of Schedule One

The persons appointed as Trustees in accordance with Schedule One shall be Trustees.

5.5 Initial Trustees or current Trustees may be appointed under Schedule One

To avoid doubt:

- (a) an Initial Trustee may become a Trustee appointed under Schedule One; and
- (b) a Trustee elected or appointed under the provisions of Schedule One as they applied until the 2018 Amendment Date may, subject to eligibility, become a Trustee appointed under the provisions of Schedule One as they apply from the 2018 Amendment Date.

5.6 Exclusions to eligibility as Trustee

A person may not be appointed or hold office as a Trustee who:

- (a) is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992;
- (b) commits an act of bankruptcy or is an undischarged bankrupt;
- (c) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee;
- (d) ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005;
- (e) would, if a director of a company subject to the Companies Act 1993, cease to be eligible to be a director; or
- (f) is appointed as a Negotiator under clause 7.1.

5.7 Period of office of Trustees

Trustees shall hold office until they cease to hold office in accordance with clause 5.8.

5.8 Cessation of office of Trustee

Any person shall cease to be a Trustee if he or she:

- (a) is required to retire from office in accordance with the triennial rotation requirement in Part E of Schedule One;
- (b) resigns as a Trustee by giving notice in accordance with clause 5.10;

- (c) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance;
- (d) satisfies one or more of the criteria in clause 5.6;
- (e) dies; or
- (f) is replaced by their RNB [of Advisory Board].

5.9 Date of cessation

The Trustee concerned shall cease to hold office:

- (a) in the case where clause 5.8(a) applies, on the date specified in Schedule One;
- (b) in the case where clause 5.8(b) applies, on the date the notice of resignation is received;
- (c) in a case where clause 5.8(c) applies, from the end of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (d) in all other cases, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

5.10 Resignation of Trustee

A Trustee may, upon direction of **their hapū** or for personal reasons, resign by giving notice in writing to the other Trustees or to the Secretary of the Trust. Upon the receipt of such notice the Trustee so resigning shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Property in the continuing or new Trustees, which acts and deeds shall be done and executed at the expense of the Trust.

5.11 Effect of removal of Trustee

Upon the removal of a Trustee from office, that person so removed shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Property in the remaining Trustees which acts and deeds shall be done and executed at the expense of the Trust.

5.12 Filling Vacancies

Where a Trustee ceases to hold office, the vacancy shall be filled in accordance with the relevant provisions of Schedule One.

6 OBLIGATIONS AND POWERS OF TRUSTEES

6.1 Obligations

The Trustees shall be obliged to adhere to this deed, the provisions of the Trustee Act 1956, and the Deed of Mandate **and the Ngāpuhi Negotiation Protocol when executed** by all Active RNBs.

6.2 Specific duties

The Trustees will be responsible for performance of the following specific tasks:

- (a) appointment of the Negotiators under clause 7 to negotiate the commercial redress (including its **quantum**) **of the comprehensive Ngāpuhi settlement of** historical claims for breaches of Te Tiriti o Waitangi 1840; and
- (b) overseeing the negotiations undertaken by the Negotiators; and
- (c) provision of technical and legal advice and other support to the Negotiators; and
- (d) managing and administering claimant funding received by the Trustees; and
- (e) **representation of Ngāpuhi in the negotiation of the** historical claims in respect of Te Tiriti o Waitangi 1840; and
- (f) enter into and comply with the obligations imposed on the Trustees of MaNA under the **Ngāpuhi** Negotiation Protocol;
- (g) reporting to and maintaining accountabilities to **hapū and** the Rohe Negotiation Bodies **in accordance with the Ngāpuhi Negotiation Protocol** and generally;
- (h) facilitating and supporting the outcomes of the commercial redress process in **the Ngāpuhi Negotiation Protocol**;
- (i) distribute special funding to allow [**the Ngāpuhi** ki waho i te rohe Trustees and] each Advisory Board to perform their functions, including in particular their functions under clause 9, clause 10, clause 14.5 and Schedule One and in accordance with the **Ngāpuhi** Negotiation Protocol.

6.3 Powers: generally

Subject to clause 6.1 and 6.2, to achieve the purposes of the Trust the Trustees shall have in the administration and management of the Trust Property all the rights, powers and privileges of a natural person, and, subject always to the trusts imposed by this deed, may deal with the Trust Property as if the Trustees were the absolute owners of and beneficially entitled to the Trust Property, and accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Property or acting as Trustees of the Trust the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees.

6.4 Principles

The Trustees shall:

- (a) **be accountable to Ngāpuhi hapū**;
- (b) exercise their powers in the spirit of consultation with and empowerment of the **whānau, hapū and marae of Ngāpuhi and hapū rangatiratanga**;
- (c) make decisions consistent with the Tikanga **ā Hapū of Ngāpuhi, sound policy** advice, and proper meeting procedures; and

- (d) appoint, monitor, oversee and hold accountable any officers, managers and employees of the Trust who may be required to administer **the Trust’s policies**, staff, or operational activities.

7 APPOINTMENT AND ROLE OF COMMERCIAL NEGOTIATING TEAM

7.1 Appointment of Negotiators

The Trustees shall appoint and can remove and replace two negotiators to represent **Ngāpuhi** in negotiating the commercial redress (including financial and commercial redress amount) of a comprehensive settlement with the Crown for historical breaches of Te Tiriti o Waitangi 1840. Appointment, dismissal or replacement of a Negotiator shall require a majority resolution at a meeting of Trustees in accordance with clause 8.2.

7.2 Trustee may not be a Negotiator

A Trustee may not be a Negotiator. To avoid doubt, a Trustee may be appointed as a Negotiator, but must resign as a Trustee on appointment as a Negotiator.

7.3 Role of Negotiators

The Negotiators shall be responsible for:

- (a) researching, negotiating and agreeing the quantum of the commercial redress **component of the Ngāpuhi** settlement of historical claims;
- (b) researching, negotiating and agreeing on the specific components of the commercial redress;
- (c) **identifying the structure and representation of the Ngāpuhi post**-settlement governance entities, obtaining the approval of the Trustees to those matters and confirming those matters by agreement with the RNB Negotiators; and
- (d) discussing with the RNB Negotiators and confirming by agreement with the RNBs:
 - (i) either an agreed commercial redress allocation prior to settlement, an agreed allocation of commercial redress process to be implemented after settlement or an agreed allocation of commercial redress by a combination of those matters; and
 - (ii) **how this is reinforced in PSGEs’ constitutions, the deed of settlement and the settlement legislation;**

7.4 Accountability

The Negotiators shall:

- (a) be fully accountable to, and take their instructions from, the Trustees; and
- (b) report monthly, or more regularly as required by the Trustees and/or RNBs, in writing on the progress of settlement negotiations for distribution to the Trustees and RNBs.

8 MANAGEMENT OF THE TRUST

8.1 General

- (a) The Trustees shall have the absolute management and entire control of the Trust Property.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust.
- (c) Any individual, whether or not a Trustee, may be appointed as an officer or employee of the Trust.
- (d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust.
- (e) The office of the Trust shall be at such place as the Trustees from time to time may decide.

8.2 Meetings of Trustees

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide but not less frequently than 12 times in each year.
- (b) In addition, a special meeting of Trustees may be convened at any time:
 - (i) **by any Trustee by giving at least five Working Days' notice with the support of a majority of Trustees; or**
 - (ii) **by the Chairperson or Deputy Chairperson by giving at least 48 hours' notice.**

Such notice shall be given by letter posted, faxed or emailed to each Trustee and shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.

- (c) The Trustees may invite to a meeting whatever other person or persons as the Trustees may decide will assist with their deliberations.
- (d) Except as expressly provided otherwise by this deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- (e) In the event of an equality of votes the Chairperson shall have a second or casting vote.
- (f) Except as expressly provided otherwise by this deed, a resolution may be passed in relation to any matter by Trustees confirming their agreement in writing, by facsimile, by email, or by other equivalent means. Any such resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. In relation to such a resolution:
 - (i) notice of the proposed resolution shall be given in writing, by facsimile, by email, or by other equivalent means to each Trustee; and

- (ii) the resolution must be supported by 75% of all Trustees or, if higher, the number that would have been required to support the resolution at a meeting of all the Trustees.
- (g) The quorum for a meeting of Trustees shall be a majority of the Trustees then holding office.
- (h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - (i) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) at the commencement and conclusion of such meeting the chairperson must call upon each Trustee to acknowledge their attendance;
 - (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so; and
 - (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (i) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.
- (j) Each of the Trustees shall be entitled to nominate another Trustee to act in his or her place at a meeting of the Trustees, provided that no such nomination shall be permitted for more than two consecutive meetings of the Trustees unless the other Trustees consent to the nomination of an alternative at any subsequent meeting. The nominating Trustee is liable for acts or omissions of his or her alternative, albeit that both the alternative and the nominating Trustee shall have the benefit of clauses 15.1 to 15.3 in respect of any acts or omissions of the alternative.

8.3 Chairperson

- (a) The Trustees shall elect one Trustee to act as Chairperson for a one year term.
- (b) The process for nominating a Trustee for Chairperson is as follows:

- (i) when the position of Chairperson is vacant or will soon be vacant, the Trustees shall agree a date for the meeting of Trustees to elect the Chairperson;
 - (ii) the Trustees shall themselves nominate and second candidates for the position of Chairperson;
 - (iii) the Trustees shall elect a Chairperson from the nominations;
 - (iv) there shall be no restriction as to the number of times that a person is eligible for reappointment as Chairperson; and
- (c) where the Trustee who has been appointed as Chairperson is required to retire from office, that Trustee shall cease to be the Chairperson. However, if that Trustee is immediately re-elected or reappointed, he or she shall continue as Chairperson for the remainder of his or her term.

8.4 Deputy Chairperson

The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year. In the absence of the Chairperson, the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

8.5 Secretary

The Trustees shall appoint a Secretary from time to time who may be one of their number or may be honorary, or may be a full-time or part-time employee of the Trust or Settlor.

8.6 Delegation of powers

- (a) The Trustees may delegate to any person or committee, whether or not a Trustee or Trustees, such of the powers of the Trustees as the Trustees may decide, including the power to execute the **Ngāpuhi** Negotiation Protocol.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.
- (e) The Trustees may, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised.

8.7 Bank account

The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the

case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.

8.8 Trust records

The Trustees shall keep sufficient records of:

- (a) receipts of funds by the Trust;
- (b) the application of the Trust's funds;
- (c) such records as are required to be kept for the claimant funding management plan in accordance with the Crown Claimant Funding Policy Guidelines; and
- (d) any other matters that are required from time to time by Inland Revenue or other government body, in order to qualify for any relevant exemptions from tax or duty.

8.9 Disclosure of interest

Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision. However, no Trustee will be interested in a matter where that Trustee is a member of an iwi, hapū, marae or whanau and where his or her interest is not different in kind from the interests of other members of that iwi, hapū, marae or whanau.

9 **NGĀPUHI TAURA HERE ADVISORY BOARD**

9.1 Composition

The members of **Ngāpuhi Taura Here** will constitute an advisory board for the Trustees.

9.2 Role of **Ngāpuhi Taura Here** Advisory Board

The **Ngāpuhi Taura Here Advisory Board** will:

- [(a) appoint six **Ngāpuhi ki waho i te rohe representatives as Trustees**; and]
- (b) advise the Trustees on the appointment of Negotiators; and
- (c) collectively attend at least two meetings of MaNA annually; and
- (d) at each such meeting, observe the proceedings and present to the Trustees a report on the views of the Advisory Board Members; and
- (e) represent generally to MaNA the views of **Ngāpuhi ki waho i te rohe members.**]

10 NGĀPUHI KAUMĀTUA AND KUIA ADVISORY BOARD

10.1 Composition

All Members of Ngāpuhi aged 55 or over and who want to be involved will form an advisory board for the Trustees.

10.2 Role of Kaumātua and Kuia Advisory Board

The Kaumātua and Kuia Advisory Board will:

- [(a) appoint two **kaumātua and kuia** representatives as Trustees;]
- (b) provide guidance to the MaNA and Negotiators on matters of Tikanga **a Hapū** and **Ngāpuhitanga**;
- (c) ensure **kaumātua and kuia views are accounted for on the MaNA**; and
- (d) **be accountable to Ngāpuhi kaumātua and kuia through a kuia/kaumātua hui to be held in the rohe of Ngāpuhi at least two times a year.**]

11 NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS

11.1 No private pecuniary profit

No private pecuniary profit may be made by any person from the Trust, except that:

- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee, including payments for attending meetings of the Trustees, or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust; and
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

11.2 Trustees to comply with restrictions

The Trustees, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

12 RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS

12.1 Recipient not to influence benefits

Notwithstanding anything contained or implied in this deed, any person who is:

- (a) a settlor or Trustee of the Trust; or
- (b) a shareholder or director of any company carrying on any business of the Trust; or
- (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
- (d) an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, shareholder or director,

shall not by virtue of that capacity in any way (whether directly or indirectly) improperly determine, or improperly materially influence in any way the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person provided that all reasonable payments for goods or services that advance the purposes of the Trust, which reflect payments that would be made to unrelated parties, are not considered to breach this clause.

12.2 Professional account and influence

A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause.

13 DISPUTES PROCEDURE

13.1 Resolution of disputes: initially

The Trustees and Negotiators will act in good faith and take all reasonable steps to resolve internally any dispute that may arise in connection with negotiations and the settlement process:

- (a) between the Trustees;
- (b) **between the Trustees and any one or more Member of Ngāpuhi;**
- (c) between the Trustees and the Negotiators;
- (d) between the Negotiators and any of the RNB Negotiators;
- (e) between MaNA and any of the RNB Negotiators;
- (f) between MaNA and an Advisory Board; or
- (g) between MaNA and any of the RNBs.

13.2 Resolution of disputes: Subsequent process

Disputes which cannot be resolved will be referred to the Trustees and the following process shall be adopted:

- (a) written notice of the dispute, setting out in detail the nature of the dispute and the affected parties, will be posted to the Trustees within 20 Working Days of the dispute arising;
- (b) consideration of the notice will be given at the next meeting of Trustees following receipt of the notice;
- (c) the Trustees shall contact the affected parties and, if appropriate, assist in convening a hui to resolve the dispute;
- (d) the Trustees will also determine whether the dispute requires further action, including referral to **kaumātua** and kuia to assist in resolution; and
- (e) if still unresolved, the dispute will be referred to an independent mediator appointed by the Trustees.

13.3 Election processes

If a dispute about the validity of an election or appointment process conducted under Schedule One cannot be resolved under clause 13.1 or 13.2, the Trustees shall determine the issue. Their decision shall be final and binding.

14 ACCOUNTABILITY

14.1 General

MaNA is accountable to the RNBs and to Ngāpuhi and its hapū in general.

14.2 Specific requirements for accountability to RNBs

The Trustees will:

- (a) arrange for appropriate representatives to attend monthly hui with the RNBs to:
 - (i) report on the progress of commercial redress negotiations;
 - (ii) seek guidance and approval from the RNBs on work-plans, negotiations and next steps; and
 - (iii) seek agreement on decisions relating to commercial redress; and
- (b) provide a monthly written report to the RNBs on the progress of negotiations. The report will cover:
 - (i) progress against agreed work-plans;
 - (ii) progress on commercial redress negotiations; and
 - (iii) Mandate maintenance.

14.3 Circulation of reports

All written reports from the Trustees will be provided to the RNBs to enable the RNBs **to distribute the reports to all relevant marae, hapū leadership and any hapū member** that the RNBs have contact details for.

14.4 Specific requirements for accountability to the Crown

The Trustees will:

- (a) provide quarterly Mandate maintenance reports to the Crown covering **MaNA's** own Mandate maintenance; and
- (b) agree to follow Crown policy requirements regarding financial accountability, including in particular Crown Claimant Funding Police Guidelines. Monthly reporting requirements will include a report on claimant funding expenditure receipts and application.

14.5 **Ngāpuhi Taura Here** Advisory Board

The **Ngāpuhi Taura Here** Advisory Board will:

- (a) report monthly to all RNBs on the activities of MaNA; and
- (b) report quarterly to MaNA and the RNBs on the activities of the **Ngāpuhi Taura Here** Advisory Board;
- (c) make available all MaNA **and RNB monthly negotiation reports to Ngāpuhi ki waho i te rohe** members; and
- (d) conduct at least two hui a year in Tāmaki (Auckland), Te Whanganui-a-Tara (Wellington), Ōtautahi (Christchurch), [Poihakena (Sydney), Piripane (Brisbane), Poipiripiri (Melbourne) and Hauauru (Perth) **to update Ngāpuhi ki waho i te rohe** members on progress of negotiations.

15 LIABILITY AND INDEMNITY OF TRUSTEES

15.1 No liability of Trustees, with exceptions

No Trustee shall be liable for any loss to the Trust Property not attributable to that Trustee's own dishonesty or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

15.2 Indemnity of Trustees

Each Trustee shall be entitled to a full and complete indemnity from the Trust Property for any personal liability which that Trustee may incur in any way arising from or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

15.3 Insurance

The Trustees may take out appropriate insurance to indemnify and protect the Trustees and officers of the Trust and may meet the costs of doing so from the income and/or capital of the Trust as they see fit.

16 INCORPORATION/REGISTRATION

16.1 The Trustees may at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers conferred upon the Trustees by law or by this deed shall be conferred upon the Trustees as a trust board.

16.2 The Trustees may at any time apply for registration under the Charities Act 2005. If and while so registered, the Trustees will comply with the requirements of that Act.

17 SEAL

17.1 Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.

17.2 No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

18 WINDING UP OF TRUST

If at any time the Trustees decide that the purpose of the Trust has been fulfilled or for any reason it is no longer practicable or desirable to carry out the purposes of the Trust, then the Trustees may, by a resolution, decide to wind up the Trust and to vest the assets of the Trust in the Settlor or in one or more charitable bodies in New Zealand for their Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that if the Trust is then incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

19 ALTERATION OF TERMS OF DEED

The Trustees may, by a resolution supported by 75% of all Trustees who are entitled to attend, revoke, vary, or add to any of the provisions of this deed, provided such revocation, variation, or addition is not inconsistent with the Charitable Purposes of the Trust.

20 NOTICE

Any notice to be given to the Trust may be given in writing by:

- (a) delivering or posting a copy to the registered office of the Trust; or
- (b) delivering a copy, including by way of facsimile or email, to the Chairperson or Secretary of the Trust.

21 COUNTERPARTS

This deed may be executed in any number of counterparts each of which is to be deemed an original, but all of which together will constitute a single instrument. A party may enter into this deed by executing any counterpart.

EXECUTION

[Originally executed in 2014 but amended and restated by Trustee Resolution on
[20 December 2018]]

SCHEDULE ONE – COMPOSITION OF TRUSTEES AND ADVISORY BOARD

Part A: RNB rohe **hapū kaikōrero** representatives

- 1 Subject to the following paragraphs of this Part A and Part E and F, each RNB will be entitled to appoint, **a fixed number of rohe hapū kaikōrero** representatives as Trustees.
- 2 **The number of rohe hapū kaikōrero** representatives that a RNB can appoint as Trustees is as follows:
 - (a) Hokianga - four;
 - (b) Te Pēwhairangi/Takutai Moana - four;
 - (c) Whangaroa - four;
 - (d) Kaikohe-Te Waimate **Taiāmai** - four;
 - (e) Whāngarei - three; and
 - (f) **Mangakāhia** - two.
- 3 Each RNB will, within 14 days of the RNB becoming an Active RNB, resolve, by majority resolution, on the appointment of their Trustees.
- 4 Each Active RNB will promptly resolve on the appointment of replacement Trustees for their Trustees who cease to hold office under Part E.
- 5 **Disputes in relation to the RNB rohe hapū kaikōrero** Trustee appointment process will be dealt with under clause 13.

Part B: **Kaumātua** and kuia advisory board [and Trustee representatives]

- 1 An advisory board will be established comprised of all **Members of Ngāpuhi aged 55 or over** who want to be involved in this Advisory Board.
- 2 The Trustees will by 20 December 2018 call for expressions of interest for participation **in the Kaumātua and Kuia Advisory Board**.
- 3 The initial and subsequent processes for membership of the **Kaumātua and Kuia** Advisory Board will be managed by MaNA under the provisions set out in this Part B and Part F.
- 4 **The role of the Kaumātua and Kuia Advisory Board is described in clause 10.**
- 5 **Disputes in relation to the Kaumātua and Kuia Advisory Board nomination process** will be dealt with under clause 13.

[Option 1]

- 1 Two **Ngāpuhi kaumātua** and **kuia** representatives will be appointed as Trustees.
- 2 Subject to the following paragraphs of this Part B and Parts E and F, the appointment of **kaumātua and kuia Trustees will be made by the Kaumātua and Kuia Advisory Board**.
- 3 **The voting for the initial kaumātua and kuia Trustees by the members of the Kaumātua and Kuia Advisory Board will be conducted by the IRO and take place by postal vote over the period ending on 20 January 2019.**
- 4 **The initial and subsequent nomination and voting processes for kaumātua and kuia Trustees will be managed by MaNA under the provisions set out in this Part B and Part F.**
- 5 **The Kaumātua and Kuia Advisory Board must promptly resolve on the replacement Trustees for kaumātua and kuia Trustees who cease to hold office under Part E.**
- 6 **A person is only eligible to be a kaumātua or kuia Trustee if they are:**
 - (a) a RNB rohe hapū kaikōrero representative;
 - (b) aged 55 or over; and
 - (c) recognised as a kaumātua or kuia by their hapū.
- 7 **No more than one kaumātua or kuia Trustee be a trustee of the same RNB.**
- 8 **Kaumātua and kuia Trustees will:**
 - (a) provide guidance to the MaNA and Negotiators on matters of Tikanga ā Hapū and Ngāpuhitanga;
 - (b) ensure kaumātua and kuia views are accounted for on the MaNA;
 - (c) ensure Ngāpuhi kaumātua and kuia are kept informed of negotiation progress;
 - (d) be accountable to the RNBs through the reports of MaNA; and
 - (e) be accountable to Ngāpuhi kaumātua and kuia through a specific kaumātua/kuia hui to be held in the rohe of Ngāphui at least two times a year.
- 9 **Disputes in relation to the kaumātua or kuia Trustees appointment process will be dealt with under clause 13.**

[Option 2]

- 1 **Two Ngāpuhi kaumātua and kuia representatives will be appointed as Trustees.**
- 2 Subject to the following paragraphs of this Part B and Parts E and F, they will be appointed by majority resolution of the **kaumātua and kuia** members of Active RNBs.
- 3 **The kaumātua and kuia members of Active RNBs must, within 14 days of the 6 RNBs all becoming Active RNBs, resolve on the appointment of kaumātua and kuia Trustees**

to replace any kaumātua and kuia Trustees in office immediately before the 2018 Amendment Date.

- 4 The kaumātua and kuia members of Active RNBs must promptly resolve on the replacement Trustees for the kaumātua or kuia Trustees who cease to hold office under Part E.
- 5 A person is only eligible to be a kaumātua or kuia Trustee if they are:
 - (a) a RNB rohe hapū kaikōrero representative;
 - (b) aged 55 or over; and
 - (c) recognised as a kaumātua or kuia by their hapū.
- 6 No more than one kaumātua or kuia Trustee be a trustee of the same RNB.
- 7 Kaumātua and kuia Trustees will:
 - (a) provide guidance to the MaNA and Negotiators on matters of Tikanga ā Hapū and Ngāpuhitanga;
 - (b) ensure kaumātua and kuia views are accounted for on the MaNA;
 - (c) ensure Ngāpuhi kaumātua and kuia are kept informed of negotiation progress;
 - (d) be accountable to the RNBs through the reports of MaNA; and
 - (e) be accountable to Ngāpuhi kaumātua and kuia through a specific kaumātua/kuia hui to be held in the rohe of Ngāphui at least two times a year.
- 8 Disputes in relation to the kaumātua and kuia Trustee appointment process will be dealt with under clause 13.

Part C: Ngāpuhi ki waho i te rohe advisory board [and Trustee representatives]

- 1 Ngāpuhi ki waho i te rohe will vote to appoint the group of persons to form the Ngāpuhi Taura Here Advisory Board.
- 2 The Ngāpuhi Taura Here Advisory Board will have no less than 13 and up to 27 members appointed from and normally residing in the following regions:
 - (a) **Tāmaki** north/central/west (includes the areas covered by Auckland City Council Waitākere, Albany, Rodney, Ōrākei, North Shore, Waitematā and Gulf, Albert-Eden-Roskill wards) – up to four members;
 - (b) **Tāmaki** north/central/west taitamariki – up to two members;
 - (c) **Tāmaki** south (includes the areas covered by Auckland City Council Franklin, Howick, Maungakiekie-Tāmaki, Manurewa-Papakura and Manukau wards) – up to four members;
 - (d) **Tāmaki** south taitamariki - up to two members;

- (e) Waikato (includes the area covered by the Waikato Regional Council) - up to two members;
 - (f) Te Moana a Toi (includes the areas covered by Bay of Plenty Regional and Gisborne District Councils) - up to two members;
 - (g) **Te Ūpoko o Te Ika** (includes the areas covered by Wellington, Hawkes Bay, Taranaki and Horizons Regional Councils) - up to two members;
 - (h) **Murihiku/Ōtakau** – one member;
 - (i) **Ōtautahi/Waitaha** – one member;
 - (j) Te Tau Ihu/Te Tau Poutini – one member;
 - (k) Poihakena (Sydney) – up to two members;
 - (l) Piripane (Brisbane) – up to two members;
 - (m) Hauauru (Perth) – one member;
 - (n) Poipiripi (Melbourne) – one member.
- 3 **All Adult Members of Ngāpuhi who normally reside outside of the rohe hapū will be eligible to vote on the appointment of the members of the Ngāpuhi Taura Here Advisory Board.**
- 4 Nominations will be called for by MaNA by 21 December 2018 for appointment of initial **Ngāpuhi Taura Here Advisory Board members.**
- 5 **The voting for the initial Ngāpuhi Taura Here Advisory Board members will take place by postal vote and provision for Ngāpuhi who are not registered members to cast a special vote, over the period ending on 28 February 2019.**
- 6 The initial and subsequent nomination and voting processes **for members of Ngāpuhi Taura Here Advisory Board** will be managed by MaNA under the provisions set out in this Part C and Part F.
- 7 A person is only eligible to be a **Ngāpuhi Taura Here** Advisory Board member if they normally **reside outside the Ngāpuhi rohe and meet the other criteria in the Ngāpuhi Negotiation Protocol.**
- 8 **Disputes in relation to the validity of the Ngāpuhi Taura Here Advisory Board election process or between the Ngāpuhi Taura Here Advisory Board and MaNA will be dealt with under clause 11.**
- 9 **The role of the Ngāpuhi Taura Here Advisory Board is described in clause 9.**

[Option 1]

- 1 Six **Ngāpuhi ki waho i te rohe representatives** will be appointed as Trustees.
- 2 Subject to the following paragraphs of this Part C and Parts E and F, they will be **appointed by majority written resolution of the persons who are the Ngāpuhi ki waho i te rohe representative trustees on the RNBs.**

- 3 **The persons who are Ngāpuhi ki waho i te rohe** representatives on the RNBs must, within 14 days after the 6 RNBs all becoming Active RNBs, resolve on the appointment of **Ngāpuhi ki waho i te rohe Trustees to replace any Ngāpuhi ki waho i te rohe Trustees in office immediately before the 2018 Amendment Date.**
- 4 The persons who are **Ngāpuhi ki waho i te rohe representatives on the RNBs must** promptly resolve on the replacement Trustees for:
 - (a) the **Ngāpuhi ki waho i te rohe Trustees who cease to hold office** under Part E; or
 - (b) **any Ngāpuhi ki waho i te rohe Trustee** who ceases to be a Trustee for any other reason.
- 5 **A person is only eligible to be a Ngāpuhi ki waho i te rohe Trustee if they normally reside outside the Ngāpuhi rohe** and meet the other criteria in the **Ngāpuhi** Negotiation Protocol.
- 6 **No more than one Ngāpuhi ki waho i te rohe Trustee** can be a trustee of the same RNB.
- 7 **A Ngāpuhi ki waho i te rohe Trustee can be a Ngāpuhi ki waho i te rohe representative trustee** on a RNB.
- 8 Disputes in relation to the **Ngāpuhi ki waho i te rohe Trustee appointment process** will be dealt with under clause 13.

[Option 2]

- 1 **Six Trustees will be appointed as Ngāpuhi ki waho i te rohe representatives by the Ngāpuhi Taura Here Advisory Board.**
- 2 **Once appointed by 28 February 2019, the members of the Ngāpuhi Taura Here Advisory Board will vote promptly on the appointment of new Ngāpuhi ki waho i te rohe Trustees (being the Trustees to replace the Ngāpuhi ki waho i te rohe Trustees in office as at the 2018 Amendment Date).**
- 3 **The Ngāpuhi Taura Here Advisory Board must promptly resolve on the replacement Trustees for the Ngāpuhi ki waho i te rohe Trustees who cease to hold office under Part E.**
- 4 **A person is only eligible to be a Ngāpuhi ki waho i te rohe Trustee if they normally reside outside the Ngāpuhi rohe and meet the other criteria set out in the Ngāpuhi Negotiation Protocol.**
- 5 **No more than one Ngāpuhi ki waho i te rohe Trustee can come from any rohe hapū.**
- 6 **A Ngāpuhi ki waho i te rohe Trustee can be a member of the Ngāpuhi Taura Here Advisory Board.**
- 7 Disputes in relation to **the Ngāpuhi ki waho i te rohe Trustee appointment process** will be dealt with under clause 13.

Part D: **Te Rūnanga-Ā-Iwi-O-Ngāpuhi** representative

[Option 1]

- 1 There shall be a maximum of one Trustee appointed by the Settlor.
- 2 The Trustee shall be appointed in accordance with the processes of the Settlor under **the Settlor’s trust deed**.
- 3 The Settlor **will appoint by 30 January 2019 the initial Trustee to replace any Rūnanga Trustee** in office immediately before the 2018 Amendment Date.
- 4 The Settlor **will promptly appoint a Trustee to replace the Rūnanga Trustee** if the Rūnanga Trustee ceases to hold office.
- 5 **In addition to their general duties as a Trustee, the Rūnanga Trustee must:**
 - (a) provide guidance to MaNA on MIO status and transfer of fisheries settlement assets to PSGEs;
 - (b) provide guidance to MaNA on matters of social policy and environmental management;
 - (c) provide guidance and information useful to the establishment of PSGEs and their registers;
 - (d) be bound by the rules of the **Ngāpuhi** Negotiation Protocol (as far as it affects them); and
 - (e) **report to the Rūnanga bi-monthly** on negotiation progress.
- 6 **Disputes in relation to the appointment of the Rūnanga Trustee will be dealt with** under clause 13.

Part E: Retirement and replacement

- 1 A Trustee will cease to hold office if any of clause 5.8(b) to 5.8(d) applies.
- [1A A member of the **Ngāpuhi Taura Here** [Advisory Board] **or member of the Kaumātua** and Kuia Advisory Board will cease to hold office if, were they to be a Trustee, they would have been required to cease holding office as a Trustee under any of clause 5.8(b) to 5.8(d) applies.]
- 2 All Trustees and members of the **Ngāpuhi Taura Here** Advisory Board and member of **the Kaumātua and Kuia Advisory Board** then in office will be required to retire, but will be eligible for reappointment, at three-yearly intervals. The first such rotation date will be 31 March 2022 and subsequent rotation dates will be at each succeeding third anniversary.
- 3 The appointment process for replacement Trustees and members of the **Ngāpuhi Taura Here** Advisory Board and members of the **Kaumātua** and Kuia Advisory Board, whether to fill a casual vacancy or at the time of the triennial rotation, will be as set out in Part A, B, C, or D of this Schedule One, whichever is applicable.

Part F: General Trustee and Advisory Board appointment and replacement process principles

- 1 The following general principles apply to the process of appointing Trustees.
- 2 **To provide continuity, the current Trustees shall hold temporary office as “caretaker”** Trustees during the appointment or election process. Once the appointment or election process described herein is completed, the caretaker Trustees shall cease to hold office, unless elected or appointed under the new process, and the newly appointed Trustees representatives shall take office.
- 3 The Trustees shall by resolution appoint and contract an independent returning officer (*IRO*). The *IRO* shall supervise all aspects of any election process required under Part B or Part C of this Schedule to ensure that it is independent and impartial. To this end, minimum criteria for hui have been written into the election process to assist the *IRO* to perform its functions, such as the keeping of attendance registers. These mechanisms are aimed at enhancing hui processes for the benefit of all participants.
- 4 The Trustees shall use their available communications resources to assist the *IRO* in its national communication campaign for the election process required under Part B or Part C.
- 5 At the direction of the Trustees, the *IRO* shall declare the election process required under Part B or Part C sufficiently complete for a changeover to occur from the caretaker Trustees to the newly elected/appointed Trustees by Public Notice, giving **seven (7) days’ notice of the election completion date.**
- 6 Any ongoing election/appointment processes described above shall continue notwithstanding the giving of such Public Notice.
- 7 All nominees for Trustee positions must:
 - (a) accept that the Trustees will hold the mandate to negotiate financial and commercial redress to settle all historical claims and Crown breaches against Te Tiriti o Waitangi/the Treaty of Waitangi on behalf of **Ngāpuhi**;
 - (b) agree to the Trustees requesting a police vetting check should an eligibility dispute arise and credible prima facie evidence is provided to the Trustees that shows the nominee does not meet the nominee criteria and/or legislative requirements;
 - (c) accept their nomination by completing the official nomination form;
 - (d) be an Adult Member of **Ngāpuhi** and provide their **Te Rūnanga-Ā-Iwi-O-Ngāpuhi registration number or signed verification by a Ngāpuhi kaumātua or kuia confirming their Ngāpuhi descent and whakapapa**;
 - (e) agree to become a Trustee; and
 - (f) agree that they will not be a Negotiator or RNB Negotiator unless they resign as a Trustee.
- 8 **Nominees’ details will be confirmed by the IRO to ensure they comply with the** eligibility criteria.

- 9 The IRO will confirm all appointees as Trustees at a hui, where possible, or by Private Notice. All appointments will then be publicised by Public Notice in national and regional newspapers and by advertising on the IRO website and MaNA website.
- 10 In order to vote in the election and appointment process, at a minimum, persons must be an Adult Member of Ngāpuhi. **[In addition, specific voting eligibility criteria apply for each representative category (i.e. kaumātua and kuia representative voters must be 55 years or over).]**
- 11 For the purpose of this deed, *Public Notice* shall mean distribution through the relevant **hapū membership database (if any), advertising in national and provincial newspapers,** and advertising on the IRO and MaNA websites.
- 12 If a Public Notice is published to advise of a hui where voting will take place, it must contain notice of the voting period.
- 13 For the purposes of this deed, *Private Notice* shall mean a notice sent in writing or email to the recipient.
- 14 All voting and appointment records will be retained for at least four years.
- 15 Clause 13 of the Trust Deed applies to any dispute concerning application of this Schedule.

SCHEDULE TWO – ORIGINAL PROPERTY SETTLED ON THE TRUST IN 2014

- 1 All rights and obligations that the Settlor holds in respect of any contracts, agreements and arrangements entered into by the Settlor exclusively in respect of the business of **Te Rōpū o Tūhoronuku**.
- 2 The formal project documents and official external communications of **Te Rōpū o Tūhoronuku** that are under the possession or control of the Settlor and held exclusively in respect of the business of **Te Rōpū o Tūhoronuku**.
- 3 All rights, title, interest and benefit in and to the Intellectual Property owned by the Settlor and held exclusively in respect of the business of **Te Rōpū o Tūhoronuku**.

SCHEDULE THREE – FORM OF ROHE NEGOTIATION BODY RULES

SCHEDULE FOUR – FORM OF **NGĀPUHI** NEGOTIATION PROTOCOL DEED