

Te Ākitai
Mandate Strategy

Prepared by
Te Ākitai Waiohua Iwi Authority

1 June 2010

1 Introduction

- 1.1 On 3 June 2009, Cabinet agreed that Sir Douglas Graham present his settlement proposal (including quanta and cultural redress) to claimant groups in Tāmaki, Kaipara and Hauraki. Sir Douglas subsequently met with claimant groups, including Te Ākitai, on 24 June at the Ellerslie Racecourse in Auckland.
- 1.2 At a hui on 28 August 2009, Te Ākitai members confirmed their desire to enter into discussions with the Crown and appointed interim negotiators for Te Ākitai (“the tribe”).
- 1.3 This mandate strategy was produced by the Te Ākitai Waiohua Iwi Authority to enter into formal negotiations with the Crown.

2 Claimant Definition

- 2.1 Te Ākitai descends from the original tangata whenua of Tāmaki Makaurau. Te Ākitai is an iwi within the Te Waiohua Confederation.
- 2.2 We are the descendants of Ihaka Takaanini. A person is descended from Ihaka Takaanini by whakapapa.
- 2.3 Te Ākitai acknowledges its strong links and affiliation to Waikato-Tainui.
- 2.4 For the purposes of the mandate, Te Ākitai is defined as all descendants of the tupuna Ihaka Takaanini, who affiliate to any or all of the following marae: Pūkaki, Makaurau, Te Puea.
- 2.5 Te Ākitai share historical relationships through whakapapa with all hapū of Te Puaha ki Mānuka.
- 2.6 The detail of the claimant definition may be developed further over the course of negotiations.

Historical Treaty Claims

- 2.7 The Te Ākitai Waiohua Iwi Authority (“the Iwi Authority”) will seek full and final settlement of all Te Ākitai Historical Treaty Claims, including;

Wai No	Claimant
Wai 1126	Julie Wade on behalf of Te Ākitai
Wai 961	Ellen Teuwira Wilson and Mahia Takaanini Wilson on behalf of the Waiohua ki Te Ākitai Land and Resources Claim

2.8 The Iwi Authority will seek to settle the following claim in so far as it relates to Te Ākitai.

Wai No	Claimant
Wai 8	Ngāneko Minhinnick – Te Puaha ki Mānuka

3 Te Ākitai Area of Interest

3.1 The Te Ākitai area of interest extends from Pūkaki to Pukekohe including Papakura, Wiri and Takanini, including the Manukau Harbour and its motu: Motu a Hiaroa (Puketutu Island), Motu a Wiroa e rua (Wiroa Island), Motu a Ngarango e rua o Tainui, Motu a Paratutae, Motu a Kauritutahi, Motu a Pārarekau, Kōpua hingahinga, and Hingaia. This area includes overlapping interests with other groups.

3.2 Te Ākitai's heartland area includes, but is not limited to, the following places and maunga:

- Pūkaki
- Manukau Harbour
- Maungataketake
- Ihumātao
- Māngere
- Wiri
- Takanini

3.3 The Iwi Authority acknowledges that there may be overlapping interests with neighbouring iwi/hapū, and will develop processes or protocols to work with these groups to resolve how best these interests may be managed. These processes will be outlined in the Deed of Mandate. A Map of the Area of Interest is attached at Appendix IV.

3.4 Te Ākitai will engage in meaningful discussion with Waikato-Tainui to ensure that the areas for negotiation are clearly identified, allowing for overlapping interests.

4 Purpose

4.1 The purpose of the tribe's mandate strategy is to achieve a mandate that authorises the Iwi Authority to enter into negotiations with the Crown, on behalf of the tribe, regarding the comprehensive settlement of Historical Treaty Claims in its area of interest.

5 The Mandated Body

The Te Akitai Waiohua Iwi Authority is the body that will seek the mandate.

Authority To Act

5.1 The Iwi Authority, the duly authorised body, represents us, the tribal members of Te Ākitai Waiohua, as an unincorporated association and as descendants of our ancestor Ihaka Takaanini.

Mandate

5.2 The Iwi Authority seeks the mandate to enter into negotiations with the Crown, on behalf of the tribe, to seek the comprehensive settlement of Historical Treaty Claims in our area of interest.

Powers and Duties

5.3 For this purpose, the Iwi Authority have the powers and duties as set out in this document.

Tribal Membership

5.4 The Iwi Authority will start to develop a register to use as a tribal roll in the future.

5.5 Establishment of the Iwi Authority

The source of the Iwi Authority's mana will be the mandate that it seeks to have granted by Te Ākitai tribal members at an establishment Hui-a-iwi. At that Hui-a-iwi, all Te Ākitai tribal members aged 18 years and older, are entitled to vote, by individual secret ballot, for the seven highest polling Te Ākitai tribal nominee candidates, who shall then be elected as the establishing committee. That group shall elect from amongst themselves a Chairperson.

5.6 Term of the Iwi Authority Membership other than Chairperson

The establishing committee shall serve for a term of two years. At the end of two years, the three lowest polling members shall be up for re-election at the annual Hui-a-iwi and may choose to contest for three vacant places on the Iwi Authority. The top three polling tribal members at that Hui-a-iwi shall fill those vacant places and serve for a period of two years.

In the following year, the other three authority members shall be up for re-election at the annual Hui-a-iwi and may choose to contest for the three vacant places on the Iwi Authority. The top three polling tribal members at that Hui-a-iwi shall fill those vacant places and serve for a period of two years.

5.7 Chairperson Role is Contestable at Every Annual Hui-a-iwi

At every annual Hui-a-iwi, in order to maintain accountability to the iwi, the role of Chairperson shall be up for contestable secret vote to confirm or change the Chairperson for the following year. The highest polling tribal member shall be Chairperson until the next annual hui-a-iwi.

5.8 Operational Procedures of the Iwi Authority

The Iwi Authority shall refer to and be guided in its operation by the principles of iwi governance set out by Justice Eddie Durie in the New Zealand Law Commission Report *Waka Umanga: A Proposed Law for Māori Governance Entities*.

6 Iwi Authority Responsibilities and Accountabilities

Meetings of the Iwi Authority

The Iwi Authority will meet regularly on a monthly basis.

6.1 The Iwi Authority holds an annual AGM where all members of Te Ākitai are able to participate and be informed of progress.

6.2 The Iwi Authority also has the authority to call special general meetings, where required.

Reporting Processes for the Iwi Authority

6.3 The Iwi Authority will report to the tribe about the content and progress of Treaty Settlement Negotiations in a number of ways. These may include:

- a) By annual general meetings;
- b) By a minimum of one Hui-a-iwi annually (other than the AGM).

6.4 The Iwi Authority will also inform its members by way of:

- a) Panui and tribal newsletter (Te Hōkioi);
- b) A website;
- c) Committee meetings, and marae committee executive meetings;
- d) Other tribal forums;
- e) Reports by trustees to their respective communities.

6.5 In addition to reporting back, the Iwi Authority will consult with hapū at wananga to gain feedback about issues arising in Treaty Settlement Negotiations.

Decision Making Process for the Iwi Authority

- 6.6 All decisions made by the Iwi Authority in relation to settlement negotiations will be made in accordance with the provisions of the tribal tikanga and kawa.
- 6.7 The Iwi Authority will attempt to make decisions via general consensus amongst Authority members. Decisions taken by the Iwi Authority in relation to Treaty Settlement Negotiations will be based on consultation with iwi.
- 6.8 The Iwi Authority will provide direction, advice and terms of reference for the negotiators.
- 6.9 The Iwi Authority is authorised to make decisions on Treaty Settlement Negotiations up to the draft Deed of Settlement.
- 6.10 The Iwi Authority will need to seek agreement/ratification from all members of the tribe on the draft Deed of Settlement.

Financial Accountability

- 6.11 The Iwi Authority will receive claimant funding provided by the Crown for the purposes of Treaty Settlement Negotiations. The Iwi Authority will employ transparent accounting services and use standard accounting procedures.

7 The Negotiators: Responsibilities and Accountabilities

Reporting Processes for the Negotiators

- 7.1 The Negotiators are accountable to the Iwi Authority and will report to the Iwi Authority on a monthly basis, or more frequently as required.
- 7.2 The Negotiators will also present regular progress reports on Treaty Settlement Negotiations at tribal hui.

Decision Making Processes for the Negotiators

- 7.3 The Negotiators will conduct negotiation discussions with the Crown but will not make decisions without the agreement of the Iwi Authority.

Appointment and/or Replacement of Negotiators

- 7.4 The Iwi Authority will confirm, appoint, rotate and/or retire Negotiator(s) by way of resolution, in consultation with the tribal community. There will be a maximum of five negotiators at any one time.

7.5 If a dispute arises in relation to the replacement, removal or appointment of Negotiator(s), the following process will be adopted by the Iwi Authority:

- a) The Iwi Authority shall firstly attempt to resolve the matter 'kanohi ki te kanohi' and in accordance with the tikanga of the tribe;
- b) If the approach in a) does not resolve the dispute, the Iwi Authority shall suggest the appointment of a mediator to try and resolve the dispute;
- c) If the approach in b) is unsuccessful then there shall be a vote of trustees, with the Chairperson having an additional casting vote, in the event of a tied vote;
- d) If the approach in c) is unsuccessful, the Iwi Authority shall refer the matter to a tribal Hui-a-iwi, which will determine the outcome of the dispute. The ruling by resolution at a Hui-a-iwi will be final and binding on the Iwi Authority.

8 Dispute Resolution

8.1 All representatives of the Iwi Authority on behalf of the tribe will, in good faith, take all reasonable steps to resolve any dispute internally that may arise in connection with the claims and negotiations and settlement process.

8.2 Should a dispute of any kind arise and be in progress, the business of negotiation settlement shall continue as usual. Decisions shall remain in force until such time that the Trust, through a meeting, instructs otherwise.

Individual Dispute

8.3 Where there is an individual dispute, the individual must first seek to resolve the dispute with the other party concerned.

8.4 Should the individual be unable to resolve the dispute, the matter shall be forwarded to the Iwi Authority who shall determine whether the dispute is valid. If so, the Iwi Authority shall facilitate and seek resolution by mediation, vote of the Iwi Authority, or at a Hui-a-iwi, as the Iwi Authority deem appropriate.

Collective Dispute

8.5 Where the dispute relates to a decision, rule or policy of the Iwi Authority, the dispute must be put in writing clearly identifying the nature of the dispute and the outcome sought. This must be referred to and discussed with the Chairperson, who shall investigate. The Iwi Authority must determine if it is a valid dispute, and if it is an individual or collective dispute.

8.6 Once confirmed as a collective dispute, the Iwi Authority must raise the dispute at a Hui-a-iwi, where the dispute will be discussed and any actions taken, clearly identified. The discussion shall be minuted and if necessary voted on.

8.7 The outcome of the dispute must be facilitated by the Iwi Authority and upheld by all parties in relation to the dispute.

Dispute about the Iwi Authority Mandate

8.8 If there is a dispute about the Iwi Authority's mandate, the individual or group with the dispute will need to follow the process as outlined below:

- a) The group must inform the Iwi Authority in writing of the dispute or concern. The Iwi Authority would then consider the matter and seek further information as required from the individual/group, to ensure it has a clear understanding of the nature of the concern;
- b) Once the Iwi Authority has received all information requested, the Iwi Authority will consider the matter again and determine whether further action is required. If it is, then the Iwi Authority will meet with the individual/group and, if necessary, enter into a dispute resolution process.

8.9 If the matter cannot be resolved, both parties will agree on the appropriate process for referral as to the validity of the mandate, whether by way of arbitration or by referral to the Maori Land Court or other body having the necessary expertise.

9 Information for Mandate Hui Communications

9.1 The Iwi Authority has resolved to undertake the following in preparation for mandate hui:

- a) The mandate hui will be held at Pūkaki Marae 5 March 2011 or on an alternative date to be advised.
- b) Public notification of the hui will be carried out as outlined in paragraph 10.4

9.2 It is intended that the mandate will give the Iwi Authority to negotiate and initial a draft Deed of Settlement before presentation to the tribe for ratification.

10 Mandate Hui

10.1 The Iwi Authority will hold a publicly notified mandate Hui-a-iwi on 5 March 2011 from 10 am, at Pūkaki Marae.

10.2 The purpose of the hui will be to:

- Provide members of the tribe with information about the Treaty Settlement Proposal and the comprehensive settlement of the tribe's historical treaty claims;
- Confirm the mandate of the Iwi Authority to enter into negotiations with the Crown;

- Elect the members of the Iwi Authority.

10.3 The following resolution(s) will be put to the hui:

- **That the Te Ākitai Waiohua Iwi Authority be mandated to represent Te Ākitai in negotiations with the Crown, regarding the comprehensive settlement of Te Ākitai Treaty of Waitangi Claims.**
- **That those persons elected (whoever is going to be on the entity), are confirmed as the members of the entity/working group.**

Advertising

10.4 The mandate Hui-a-iwi will be advertised in *The New Zealand Herald, Waikato Times, Franklin County News, Manukau Courier, Papakura Courier* and *Central Leader*. It may also be advertised through other mediums. In addition, the tribe will provide a mail-out of panui on its iwi database.

Presentation

10.5 A presentation will be developed for the Hui-a-iwi. The presentation will outline the context and procedures of the mandate process.

10.6 Members will have the opportunity to discuss the proposal with the Iwi Authority and put any questions to members before a resolution affirming the mandate of the Te Ākitai Waiohua Iwi Authority is sought.

10.7 The presentation will be provided to Te Puni Kokiri for review and comment prior to the Hui-a-iwi.

Crown Observers

10.8 Te Puni Kokiri will be invited to attend the hui as Crown observers. They will provide an observers' report that will be made available to the tribe and the Office of Treaty Settlements. This will likely be subject to the Official Information Act 1982, and so could be available to others on request.

Voting Process

10.9 Voting on the resolution will be by a show of hands.

10.10 All adult (18+) members of the tribe (as described in paragraph 3.3) who are (i) registered and (ii) complete the attendance list, which will be available at the hui, will be eligible to vote. No proxy votes will be allowed.

10.11 An independent scrutineer will be present to count the votes.

10.12 If the eligibility of any voter(s) is challenged:

- a) The matter may be referred to the Hui-a-iwi Chairperson;
- b) Where the dispute cannot be immediately resolved to the satisfaction of the parties, the ineligible party may submit a written request for a review of the decision to be put to the Iwi Authority.

APPENDIX I – Te Ākitai Waiohua Iwi Authority Constitution

Te Ākitai Waiohua Iwi Authority

We, the tribal members of Te Ākitai Waiohua affirm that:

1. Authority To Act

Our duly authorised body, Te Ākitai Waiohua Iwi Authority represents us, the tribal members of Te Ākitai Waiohua, as an unincorporated association of descendants of our common ancestor Ihaka Takaanini.

2. Mandate

The Te Ākitai Iwi Authority have our mandate to enter into negotiations with the Crown, on behalf of the tribe, to seek the comprehensive settlement of historical treaty claims in our area of interest.

3. Powers and Duties

For this purpose, the Te Ākitai Iwi Authority have the powers and duties set out in the accompanying Deed of Mandate dated the day of 2011 that is annexed hereto and marked “D”.

4. Tribal Membership

- (i) *Tribal members* of Te Ākitai Waiohua are those persons listed in Schedule A who have a whakapapa connection to Ihaka Takaanini.

- (ii) *Ahi Kaa* of Te Ākitai Waiohua are those *tribal members* listed in Schedule B who live near to or within the tribal boundaries of Te Ākitai Waiohua.
- (iii) *Ringawera* of Te Ākitai Waiohua are those *tribal members* listed in Schedule C who take an active role in the ongoing activities of Te Ākitai Waiohua
- (iv) *The Iwi Authority* shall keep full, proper records of *tribal membership*, and review Schedules A, B & C on at least a quarterly basis.

5. Rights of Tribal Members

Every person claiming *whakapapa* to Ihaka Takaanini can:

- (i) Apply for and receive a decision as to whether they are a tribal member.
- (ii) Apply for and receive a copy of his/her record of membership.
- (iii) Apply for and receive a decision as to which Schedules they are to be listed on.

6. Establishment of Te Ākitai Waiohua Iwi Authority

The source of the Authority's mana is the mandate granted it by Te Ākitai *tribal members* at an establishment Hui-a-iwi. At that Hui-a-iwi, all *tribal members* are entitled to vote by individual secret ballot for the seven highest polling Te Ākitai tribal nominee candidates, who shall then be elected as the establishing committee. That group shall elect from amongst themselves a Chairperson.

7. Term of Te Ākitai Waiohua Authority Membership other than Chairperson

The establishing committee shall serve for a term of two years. At the end of two years, the three lowest polling members shall be up for re-election at the annual Hui-a –iwi and may choose to contest the three vacant places on the Authority. The top three polling tribal members at the Hui-a-iwi shall fill those vacant places and serve for a period of two years. In the following year, the other three authority members shall be up for re-election at the annual Hui-a-iwi and may choose to contest for the three vacant places on the Authority. The top three polling tribal members at the Hui-a-iwi shall fill those vacant places and serve for a period of two years.

8. Chairperson Role is Contestable at Every Annual Hui-a-Iwi

At every annual Hui-a-iwi, in order to maintain accountability to the iwi, the role of Chairperson shall be up for contestable secret vote to confirm or change the Chairperson for the following year. The highest polling tribal member shall be Chairperson until the next annual Hui-a- iwi.

9. Operational Procedures of Te Ākitai Waiohua Iwi Authority

The Authority shall refer to ,and to be guided in its operation by the principles of iwi governance set out by Justice Eddie Durie in the New Zealand Law Commission Report: *Waka Umanga : a proposed law for Māori governance entities*

Signed at Tamaki Makaurau this day of 2011

