

TRUST DEED

FOR

TE KEKE TURA MORIORI
IDENTITY TRUST

2008

Moriori Karakii

Ka One

Te one no Uru, no Ngana, no Iorangi e-ra ia,
Kei tongia te one, tongia te one e, tareae-i-ae,
Whati te rangi, whati te rangi, tu tatau tareae-i-ae, tu tatau tarea.

No Tu, no Tane, no Rongo, no Tangaroa, e-ra ia.
Kei tongia te one, tongia te one e, tareae-i-ae,
Whati te rangi, whati te rangi, tu tatau tareae-i-ae, tu tatau tarea.

No Tahu, no Moko, no Maroro, no Pakehau, e-ra ia.
Kei tongia te one, tongia te one e, tareae-i-ae,
Whati te rangi, whati te rangi, tu tatau tareae-i-ae, tu tatau tarea.

No Ruanuku, no Taputapu, no Rakeiora, e-ra ia.
Kei tongia to one, tongia te one e, tareae-i-ae,
Whati te rangi, whati te rangi, tu tatau tareae-i-ae, tu tatau tarea.

E puke, e puta wai, ta ihi, te mana, te ha, te whakaariki.
Ke tongia te one, tongia te one e, tareae-i-ae,
Whati te rangi, whati te rangi, tu tatau tareae-i-ae, tu tatau tarea.

No Rongomai-whiti, no Rongomai-rau, no Rongomai-ta-uiho-o-te-rangi.
No te whakaariki, ko ro Tauira te one,
Whati te rangi tu tatau tareae-i-ae, tu tatau tarea.

E puke wai, e puta wai, ta ihi, ta mana, te ha, te whakaariki ra-i.
Kei tongia te one tareae-i-ae, whati te rangi tu tatau tareae-i-ae.
Whati te rangi tu tatau tarea - no.

(This karakii is recited at the tohinga or baptism of a Moriori child. It invokes a blessing on the child, that he might grow and prosper to tread the land in the future.)

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Preamble

Te Manawa Moriori

The following preamble outlines a brief history and some fundamental core values underpinning Moriori culture and philosophy. At the heart (or manawa) of Moriori culture is learning to live in peace with one another and sharing the resources of the land and the sea. It is this taonga of peace and sharing that is the enduring legacy of our karapuna and their gift to present and future generations of our people. It is this legacy that is the inspiration and beacon that will help guide the building of a better future for our people.

Hokopapa and Manawa Whenua

Moriori hokopapa is the aho and kupenga tchakat or the net which binds people and events one to another and to the gods, sky, land and sea. Its purpose and function is to give form, structure and continuity to these things. It is the record of who we are and where we have come from. Moriori hokopapa begins with the gods and continues down to the living. Moriori are connected to the land through their ito (umbilical cord) and whenua (placenta); and through the land back to their gods.

Literally, tchakat or kara henu means people of the earth. On both Rekohu and Rangiauria, some Moriori traditions state that some of their ancestors were “no ro whenua ake” or “sprung from the earth”. In other words, they did not migrate to those places from Hawaiki. One part of Rekohu even bears the name of the first Hawaiki, Matawhenua.

The rituals associated with birth and death of Moriori regarded natural processes as important to the spiritual and physical growth of man. For example, karakii accompanied the planting of a tree to commemorate the birth of a child. At death, the image of the person was carved on the tree which could be the same as that which was planted at their birth. This practice affirmed the belief that the ancestors were among the atua who controlled and protected the lives of the living descendants. These customs are an expression of Moriori manawa whenua and tchakat henu status. From birth until death and into the afterlife, the links between the people and the land were nurtured and maintained.

Moriori are tchakat henu tuturu ake (foundation people) by virtue of their ancestors having arrived first or indeed originated in Rangiauria and Rekohu. By hokopapa, the present generation of Moriori trace their ancestry back through Rongomaiwhenua and or Rongomaitere to the Creators.

Covenant of Peace

The abandonment of warfare and killing was an ancient covenant handed down from the earliest Moriori ancestors. The covenant was reaffirmed in the times of the Moriori karapuna, Mu, Rongomaiwhenua, Pakehau and Nunuku. The covenant forbade killing:

“It was passed down to Mu and Wheke, and from them and their descendants to Rongomaiwhenua, and from him to his descendants. You may continue to fight; the meaning of his word was, do not kill.”

By abandoning warfare and placing their weapons on the tuahu, Moriori entered into a tohinga or covenant with their gods. It was a unique declaration that from henceforth, only the gods would have power over life and death and not the people. Fighting became ritualised – upon first blood being drawn fighting was to cease. The law of Nunuku and his predecessors thus permitted an outlet for aggression and revenge but stopped short of inflicting the ultimate sanction of death.

From earliest childhood, male children were imbued with the significance of these laws. During the baptismal rites or tohinga of male children, the father or male elder would perform a ceremony by removing the old weapons from the tuahu and returning them once the ritual was complete. In this way, the covenant was renewed and passed on from one generation to the next.

This was and is a very tapu covenant to Moriori. It reaffirms and acknowledges that tuakana (senior) status of the gods as the final arbiters of life and death over the teina (junior) status of human beings.

In 1836, Moriori made the ultimate sacrifice for their beliefs. Leaders, Torea and Tapata urged the gathering at Te Awapatiki to hold fast to the teachings of Nunuku and not to break with the covenant. Like their illustrious forbears, Torea and Tapata were reaffirming and renewing the ancient injunction “Do not kill”. To break with it would have been a betrayal of their gods, of their ancestor’s wisdom and a complete loss of mana for Moriori as a people.

Resource Rights and Tapu

Moriiori traditionally co-existed in harmony with the sky, land and sea. These natural divisions encompassed and molded the lives of Moriori on Rekohu and Rangiauria for 1000 years. There was a system of complex tapu and ritual that was characterised by an immense respect for the environment and the natural resources within it.

Moriiori understood that the real mana of the land and sea lay not with the people but with the gods of creation. Thus, Ranginui held the mana of the sky; Papatuanuku the mana of the land; Rangitokona held the mana of the forests and propped up the sky with this breath; Tangaroa and Pou the mana of the sea. Moriori did not place themselves above the gods. They paid homage to them and expressed taumaha or thanks giving to the atua for the provisions of hua whenua and hua moana (fruits of the land and sea); the taonga of the gods. In return, they were fed, sheltered and nourished by them both physically and spiritually.

Tribal mana or authority was exercised in a way that first excluded then allowed access by others to the land and marine resources. The Moriori ethos was to share their resources. This was exercised in a manner that recognised the existence of reciprocal rights and obligations of Moriori people with their gods and among

themselves. There was a right to exclude and an obligation to share as illustrated by the stranding of rongomoana or pilot whales.

The acknowledgement of the property right to the stranded whales and the subsequent sharing of that resource amongst the various whanau and hapu groupings on the island was an essential ingredient of kawa Moriori.

Mana and Tapu

The relationship of Moriori to the sea was at the very heart or manawa of their existence on Rekohu. Moriori were not cultivators of land and depended almost entirely on the sea for their livelihood. It is not surprising, therefore, that the most important kaitiaki of the Moriori were the gods of the sea. The connection between the living and the spirit world was not just an abstract concept in Moriori belief. For example, on the death of an important Moriori fisherman or Ariki, the spirit of the departed would enter a rongomoana (pilot whale) and guide a pod of whales to shore to feed his tribe. That spirit would reside in the eye. By ritual, the tohuk would remove the eye and in doing so render the rongomoana whakanoa so it could be divided and eaten. This was a clear demonstration of the tangible link between the living, the dead and the spirit world and illustrates the very tapu nature of Moriori mana moana.

Moriori today – The Challenge

Moriori today derive great inspiration from the wisdom and values as practised by our karapuna. Learning to live in peace and sharing the resources of the land and the sea ensured the survival of the people on their remote Pacific island home for many centuries. These values are as important today for the future prosperity of the community living on Rekohu and Moriori people generally, as they were in our ancestor's times. The challenge for those who have responsibilities under this Trust Deed will be to apply the wisdom and values of the past so as to ensure the physical and spiritual nourishment of present and future generations of Moriori. In this way the legacy of our karapuna will be truly honoured.

Recitals

Hokotehi Moriori Trust is the mandated representative body for those of Moriori descent.

The Crown and Hokotehi Moriori Trust have agreed that the revival of Moriori culture and identity is an important and worthwhile objective for the benefit of Moriori descendants, and for the benefit of the whole community.

By Deed of Gift dated 17 June 2008 (in the form attached to this Deed as Appendix I) the Crown transferred to Hokotehi Moriori Trust the sum of Six Million dollars (\$6,000,000.00) (“the Capital Fund”) on the condition that Hokotehi Moriori Trust contemporaneously establish and settle the Capital Fund on Te Keke Tura Moriori Identity Trust in accordance with a Deed of Gift and Transfer in the form attached as Appendix II (“the Deed of Gift and Transfer”)

Accordingly, Hokotehi Moriori Trust, as the Settlor, wishes to settle the Capital Fund of **SIX MILLION DOLLARS (\$6,000,000.00)** upon Te Keke Tura Moriori Identity Trust upon the trusts declared in this Trust Deed.

The Initial Trustees have agreed to act as the Trustees of this Trust Deed pending appointment of new Trustees pursuant to this Deed.

This Deed of Trust authorises the making of an application for incorporation as a Board pursuant to the Charitable Trusts Act 1957 and registration as a charitable entity with the Charities Commission.

The Trustees acknowledge receipt of the Capital Fund paid to them by the Settlor to be held by them on the trusts and with the powers, authorities and discretions contained in this Trust Deed or conferred on them by law.

1 Interpretation

“Capital Fund”	Means the amount of SIX MILLION DOLLARS (\$6,000,000.00) gifted and transferred by the Crown to Hokotehi Moriori Trust.
“Deed of Gift”	Means the Deed of Gift between the Crown and the Hokotehi Moriori Trust to establish Te Keke Tura Moriori Identity Trust and attached as Appendix I to this Deed of Trust.
“Deed of Gift and Transfer”	Means the Deed of Gift and Transfer between Hokotehi Moriori Trust and Te Keke Tura Moriori Identity Trust as set out in Appendix II of this Deed of Trust.
“Hokopapa Criteria”	Means the criteria for determining membership of the Hokotehi Moriori Trust as set out in Appendix III of this Deed of Trust, or as shall be amended by the Hokotehi Moriori Trust.
“Hokotehi”	Means Hokotehi Moriori Trust or its successor as determined by clause 20 of the Hokotehi Moriori Trust Deed of Trust.
“Initial Trustees”	Means those persons named in clause 6.1 as the Initial Trustees of this trust.
“Moriori”	Means all persons who are Moriori who can trace their hokopapa back to a Moriori Karapuna as determined in accordance with the Hokopapa Criteria of the Hokotehi Moriori Trust.
“Moriori Karapuna”	Means an ancestor who is a descendant of Rongomaiwhenua and/or Rongomaitere with ahi kaa (rights of ownership by occupation) to Rekohu/Rangiauria as at 1835.
“Te Keke Tura Identity Trust”	Means the name of this Trust.
“Trust”	Means Te Keke Tura Moriori Identity Trust
“Trust Funds”	Means the Capital Fund and all other funds, assets or properties at any time vested in settled upon or acquired by the Trust.
“Trustees” and “Trust Board”	Means the Trustees of the Trust and shall include the Initial Trustees
“Settlor”	Means the Hokotehi Moriori Trust.

2 General References

2.1 References in this Deed to:

- a) one gender includes the other gender;

- b) the singular includes the plural and vice versa;
- c) clauses and sub-clauses are references to clauses and sub-clauses in this Deed
- d) person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
- e) headings are for ease of reference only and must be ignored in interpreting the Deed; and
- f) a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

3 Name of Trust

- 3.1 The name of this Trust shall be “Te Keke Tura Moriori Identity Trust” (which loosely translated means to be embraced in the arms of the Albatross)

4 Kaupapa/Objects of the Trust

- 4.1 The kaupapa/objects of the Trust are the relief of cultural “poverty” or “need” of all Moriori through the preservation, revival, support and promotion of Moriori identity, culture, language and heritage including;

- a) To **rebuild, reclaim and revive** Moriori culture, heritage and identity and more particularly:
 - i. To promote and/or undertake research on Moriori culture, traditions, language, tikane (tikanga), hokopapa (genealogy) and history;
 - ii. Rebuild cultural capacity by relearning: Moriori language; karakii (prayers); rongo (songs); hokoairo (carvings); raranga (weaving); hokopapa (genealogy); customs, traditions; tikane (rituals, protocols and tikanga); art; and history;
 - iii. Research, restore, preserve and maintain landscapes of cultural and spiritual significance to Moriori on Rekohu, Rangiauria and associated outlying islands;
- b) To promote better **understanding and educational awareness** among Moriori and the wider general public of Moriori culture, heritage and identity and more particularly:
 - i. To provide educational opportunities and teaching programmes for Moriori descendants to assist them reclaim and revive their cultural identity;
 - ii. To undertake Wanaka (educational training programmes) for Moriori and non-Moriori on the culture, heritage and identity of Moriori;

- iii. To provide educational scholarships for Moriori descendants that are directed towards the promotion and development of Moriori culture, heritage and identity;
- iv. To develop and provide educational and other resource materials for the incorporation, awareness raising and teaching of Moriori culture and history in the national education curricula among Moriori and the wider public including pre-school, kohanga reo, primary schools, intermediate schools, kura kaupapa, secondary schools, tertiary institutions, polytechnics, Universities and other educational institutes and organisations;
- v. To deliver programmes and services on Rekohu and mainland New Zealand on Moriori culture, heritage and identity;
- vi. To establish, maintain and contribute towards the maintenance of educational institutions (pre-school, primary, secondary and tertiary) and other learning facilities, institutions and resources on Rekohu and Aotearoa/New Zealand that are directed towards the promotion and development of Moriori culture, heritage and identity;
- vii. To receive, consider and determine applications for financial or other assistance from non-Moriiori for the purposes of furthering quality research and understanding of Moriori culture, heritage and identity **provided that** any such application shall demonstrate how Moriori will directly benefit from such research or scholarship including how the cultural and intellectual taonga (including intellectual property rights) of Moriori are to be recognised and protected during all the phases of the research or other projects.

c) To promote and foster better understanding of the **Moriiori legacy of peace** and more particularly:

- i. To foster research, understanding, sharing, practice and promotion of peace and conflict management in Rekohu and Aotearoa/New Zealand, and elsewhere in the Pacific and other parts of the world;
- ii. To develop and deliver educational programmes on the Moriori legacy of peace;
- iii. To work with other like minded organisations, groups and institutions in New Zealand and overseas including tangata whenua and indigenous peoples, who share similar objectives and values; and

To support the establishment of a Centre for Peace and Conflict Studies on Rekohu and Aotearoa/New Zealand;

- d) To carry on any other objective capable of being conveniently carried on in connection with the kaupapa/objects of the Trust or that is considered to directly or indirectly advance the kaupapa/objects of the Trust provided that any such objective shall not in any way whatsoever derogate from the charitable nature of the Trust.

5 Beneficiaries of the Trust

- 5.1 The beneficiaries of the Trust shall be all persons of Moriori descent who satisfy the Hokopapa criteria set out in Appendix II of this Deed, or as amended by the Hokotehi Moriori Trust.

6 Trustee Duties

- 6.1 The Trustees shall act in accordance with the Trustee Act 1956, with particular regard for:
 - a) maintaining and enhancing the value of the Trust Funds for the benefit of Moriori;
 - b) acting in the best interests of Moriori;
 - c) exercising the care, diligence and skill that a prudent person would exercise in managing the affairs of others and shall exercise this duty with due consideration for Tikanga Moriori
 - d) monitoring, reviewing and evaluating its performance against the objects, powers and duties set out in this Trust Deed and the objectives and Kaupapa of the Hokotehi Moriori Trust with the view to ensuring the harmonious and efficient operations of both Trusts in the best interests of Moriori.

Trust Funds

- 6.2 The Trust Funds shall be administered by the Trust Board in accordance with the following provisions:
 - a) The Trust Funds shall be applied by the Trust Board exclusively for the kaupapa/objects of the Trust;
 - b) The sum of not less than SIX MILLION DOLLARS (\$6,000,000.00) of the capital of the Trust Fund shall be immediately invested in secure interest bearing stocks and funds (“the capital sum”) with the express intent that this capital sum shall be invested and the income received from the fund be applied towards the kaupapa/objects of the Trust in accordance with the Investment Strategy to be developed under clause 6.5;
 - c) The Trust Board shall grow the capital fund on an annual basis either from a portion of the annual income and/or from receipt of koha, donations, or grants;
 - d) All moneys received, including income from the capital sum shall be paid to the credit of the Trust Board at such bank as the Trust Board shall from time to time appoint; and

- e) No part of the income or property of the Trust shall be paid or transferred directly or indirectly by way of profit to any Trust Board member, provided that nothing contained herein shall preclude any reasonable and proper remuneration or payment being made to a Trust Board member for services rendered or goods supplied to the Trust or the payment of rental not exceeding fair market rental for premises or chattels, let or leased to the Trust or its subsidiaries by any Trust Board member.
- 6.3 The Trust Funds shall not be used as security for loans or advances or encumbered in any manner that may lead to the permanent alienation or loss of the Trust Funds. The Trust shall not provide guarantees of any type including the subscription for uncalled capital.

Provision of Funding for Cultural and Identity Development

- 6.4 Applications for financial assistance or grants from the Trust to achieve the kaupapa/objects of the Trust shall be in the form or forms prescribed by the trustees and shall take into account, but are not limited to, the following matters:
- a) Any business and cultural development plans of the Trust and Hokotehi;
 - b) The availability and prior commitments of the Trust Funds to other projects;
 - c) Strategic and Investment plans of the Trust;
 - d) The strategic direction of Hokotehi and how the provision of financial assistance by the Trust may compliment the work and strategic direction of Hokotehi;
 - e) A desire to achieve equity, fairness and balance among the beneficiaries in terms of access to funding for projects to benefit Moriori wherever they may live.
- 6.5 All applications for funding shall be approved by the trustees on a monthly basis or such other timeframe and process as determined by the trustees from time to time.

Commercial Activities and Strategic Planning

- 6.6 The Trustees shall prepare a Strategic Plan setting out how the Trust Board will apply the Trust Funds and resources in the accomplishment of the kaupapa/objects of the Trust.
- 6.7 The Strategic Plan shall include an Investment Strategy that outlines the financial investment strategy for the security, growth and development of the Capital Sum.
- 6.8 All commercial activities of the Trust Board shall be entered into via an incorporated subsidiary or such other structure as may be necessary to protect the Trust from the failure of any commercial activity.
- 6.9 The Trust Board shall be represented on the Board of Directors, or such similar governance body, of any incorporated subsidiary or other structure referred to in

clause 5.6 by a minimum of one Trustee. Further representation shall depend upon the skills required for the governance of each commercial activity

- 6.10 Prior to the investment of any Trust Funds in any commercial activity the Trust Board shall request and review a Business Plan regarding the commercial activity.
- 6.11 The Trust Board may obtain professional advice to assist in the review of any Business Plan, as it deems appropriate
- 6.12 The Business Plan shall outline the:
- a) Nature of the commercial activity;
 - b) Expected investment required;
 - c) Funding necessary (debt and equity);
 - d) Expected revenue and profits from the commercial activity
 - e) Risks of the investment;
 - f) Distribution policy of the commercial activity;
 - g) Alignment of the investment with the kaupapa/objects of the Trust; and
 - h) Such other matters as the Trust Board deems appropriate
- 6.13 In undertaking any commercial investment the Trust Board shall comply with common commercial disciplines including the investigation of risks, the development of planning processes and the implementation of appropriate governance structures. Governance structures should have regard to the kaupapa/objects of the Trust and the requirement of the Trustees to act in accordance with the Trustee Act
- 6.14 The constitutions of all subsidiaries held by the Trust are to include the requirement that transactions which comprise greater than 25% of the total asset base of the subsidiary are to be considered major transactions for the purposes of the Companies Act 1993.
- 6.15 The profits from any commercial activity undertaken by the Trust shall be applied towards the kaupapa/objects of the Trust.

Financial Records and Reporting

- 6.16 The Trust Board shall cause proper books of account to be kept in which shall be kept a full and complete account of the affairs and transactions of the Trust. The books of account shall be kept at the Trust Board's office or at such other place or places as the Trust Board thinks fit and shall be open always to the inspection of every Trust Board member. In addition, the Trust Board shall make available a copy of this Trust Deed for viewing by beneficiaries at the office of the Trust Board in normal office hours and available by post on request, on a cost recovery basis if necessary.

- 6.17 The Trust Board shall after the end of each Financial Year have financial statements prepared in accordance with generally accepted accounting principles, including a Statement of Financial Position and Statement of Financial Performance and notes thereto which give a true and fair view of the financial affairs of the Trust for the financial year.
- 6.18 The financial statements shall disclose, amongst other things, the total payments made by the Trust or its subsidiaries to the individual Trustees and their associates during the financial year. Associate shall include any person, entity or arrangement through which any Trustee may directly or indirectly benefit.
- 6.19 The financial statements shall be audited by an independent auditor appointed for the purpose by the Trust Board, being a person qualified for appointment as auditor of a company under the Companies Act 1993 and not being a Trustee, employee or agent of the Trust.
- 6.20 The auditor shall verify whether the financial statements are properly drawn up and give a true and fair view of the financial affairs of the Trust for the Financial Year.
- 6.21 The Trust Board shall complete an Annual Report to accompany the financial statements summarising:
- a) The activities of the Trust Board and its subsidiaries during the preceding year; and
 - b) A review and evaluation of the performance of the Trust Board and its subsidiaries against the Strategic Plan.
- 6.22 An annual report on the Strategic Plan shall be presented to the Annual Hui of the Trust as provided for in clause 9.
- 6.23 The Trustees shall make available to the Trust Board of the Hokotehi Moriori Trust any strategic planning documents developed under this Deed including the Strategic Plan, the Investment Strategy and the Annual Reports with sufficient opportunity for the Trust Board of Hokotehi Moriori Trust to comment on those documents before presentation to the members and/or the Crown.
- 6.24 Prior to the Annual Hui of the Trust, the Trust Board shall cause the financial statements and budgets of the Trust and its subsidiaries to be published to Moriori in accordance with best practice.

Crown Accountability Mechanisms

- 6.25 The Trust Board shall file copies of the audited financial statements and Annual Report with the Crown no later than 60 days following the date of the Annual Hui.
- 6.26 During the first three years of its operation, the Trust Board shall furnish to the Crown a report every six months on the progress made by the Trust Board towards achieving its objectives as determined by the objectives and purposes of this Trust Deed, the Strategic Plans and the Investment Strategy.

7 Trustees

Trust Board Composition

- 7.1 The Initial Trustees of the Trust shall be SHIRLEY KING, MAUI SOLOMON AND BILL KAIN who shall hold office until such time as the appointment process for the new Trust Board as set out herein has been completed or the expiry of six months from the date of execution of this Deed of Trust, whichever first occurs.
- 7.2 The Trust Board shall consist of no more than five (5) nor fewer than three (3) Trustees.
- 7.3 Trustees shall be appointed under the categories of Hokotehi Moriori Trustees or Independent Trustees.
- 7.4 No less than two (2) trustees shall be appointed by the Hokotehi Moriori Trust from among the trustees who are currently trustees of the Hokotehi Moriori Trust (hereafter “the Hokotehi Moriori Trustees”).
- 7.5 The remainder of the trustees (“the Independent Trustees”) shall be appointed by the following process:
 - a) Hokotehi Moriori Trust shall appoint an independent and qualified body (the Independent Body) who shall call for nominations for appointment of Independent Trustees;
 - b) The independent body (which shall have a standing similar to the Directors Institute for appointment of Directors), shall liaise with both Hokotehi Moriori Trust and the Trust Board to determine appropriate criteria for appointment of independent trustees having regard to following matters;
 - i) The additional skills and expertise that are required on the Trust Board to compliment the existing trustees on the Trust Board;
 - ii) The need to have one or more trustees with financial and investment background and expertise;
 - iii) Persons who have a proven background and expertise in growing Moriori and/or Maori cultural capacity at a governance level;
 - iv) Hokotehi shall have a discretion to add further criteria from time to time.
 - c) The nominations shall be assessed according to the criteria and recommendations made to the Hokotehi Moriori Trust by the Independent Body;

- d) Unless there is good reason to not accept the recommendations (or any of them in which case, the Hokotehi Moriori Trust shall communicate those reasons clearly to the Independent Body), the recommendations shall be accepted and the recommended nominees appointed by Hokotehi Moriori Trust to the Board of the Trust;
 - e) In the event that any recommendation of the Independent Body is not accepted by Hokotehi Moriori Trust, the process for appointing independent trustees shall be repeated. If after a second time there remains any recommendation that is not, after due and reasonable consideration, acceptable to Hokotehi Moriori Trust, Hokotehi Moriori Trust shall itself appoint an independent trustee or trustees.
- 7.6 Both Hokotehi Moriori Trustees and Independent Trustees must be able to demonstrate that they have a combination of some or all of the following skills or attributes:
- a) Proven knowledge and experience of Moriori culture, heritage and identity
 - b) Proven skills, knowledge and expertise in finance, asset management and/or financial investments
 - c) Proven and successful business experience;
 - d) Ability to work co-operatively and as part of a team
 - e) A commitment to the objectives of the Trust;
 - f) Honesty and integrity;
 - g) Previous experience in governance and/or management of trusts, companies, private enterprise etc.

Trustee Tenure

- 7.7 Trustees shall serve for a period of three years (except that two of the original Trustees, being one Hokotehi Moriori Trustee and one Independent Trustee) shall hold office for eighteen months and the other three original Trustees shall hold office for three years).
- 7.8 Any retiring trustee shall be eligible for re-appointment.

Vacancy on Trust Board

- 7.9 The Office of a Trustee shall become vacant if the Trustee:
- a) Dies;
 - b) Resigns by notice in writing to the Board;
 - c) Becomes disqualified from being a director or is prohibited from being a director of a Company registered under the Companies Act 1993;
 - d) Becomes of unsound mind or becomes a protected person under the Protection of Personal and Property Rights Act 1988;

- e) The Trustee has been absent without consent of the Board from 3 successive meetings of the Board;
 - f) If a Trustee is removed from office by the Hokotehi Moriori Trust on a recommendation from a 75% majority of Trustees of the Trust Board for failing to perform his or her duties as a trustee or for bringing the Trust, Hokotehi or Moriori into disrepute.
- 7.10 All Trustees shall be notified of the meeting, and the Trustee whose fitness and suitability is in question shall have the opportunity to answer, prior to any vote, any allegations made against him/her.
- 7.11 Written voting is permitted at meetings constituted for considering the fitness or suitability of a Trustee.

Replacement Trustees

- 7.12 The Trust Board may continue to act notwithstanding any vacancy in their body if and so long as their number is not reduced below the number fixed by or pursuant to this Trust Deed as the necessary quorum of the Board.
- 7.13 The Hokotehi Moriori Trust may appoint a replacement trustee to fill any vacancy in accordance with the relevant appointment procedure for either Hokotehi Trustees or Independent Trustees, and ensuring that the appointment of a replacement Trustee shall maintain the same balance as between Hokotehi Moriori Trustees and Independent Trustees on the Trust Board. The Replacement Trustee shall serve the remainder of the term of the Trustee he or she was appointed to replace.

Proceedings of Trustees

- 7.14 The quorum necessary for the transaction of the business of the Board shall be three Trustees.
- 7.15 Subject to the provisions contained elsewhere in this Trust Deed the Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 7.16 As soon as practicable following the appointment of Trustees the newly appointed Trustees shall meet to elect a Chairperson and Deputy Chairperson. The election of the above office holders requires 51% or more of the votes of all Trustees of the Trust.
- 7.17 In the event of any deadlock, the Chairperson shall have a casting vote at a meeting of Trustees.
- 7.18 The Chairperson or Deputy Chairperson may be removed from office by a vote of no confidence.
- 7.19 Questions arising at any Trust Board meeting shall be decided by a majority vote unless otherwise directed by the Trust Deed.

- 7.20 The Trust Board shall meet for a minimum of six (6) times in any financial year. In the first meeting of the financial year the Trustees shall agree the date, time and location of the Trustee meetings for that financial year. A minimum of three (3) meetings per annum shall be held in conjunction with meetings of the Trustees of the Hokotehi Moriori Trust.
- 7.21 A meeting of the Board may be held either:
- a) By a number of Trustees sufficient to form a quorum being assembled together at the place, date and time appointed for the meeting; or
 - b) By means of audio, or audio and visual communication by which all the Trustees participating in the meeting and constituting a quorum can simultaneously hear each other throughout the meeting.
- 7.22 A resolution in writing signed by all the Trustees for the time being entitled to receive a notice of a meeting of the Trust Board shall be valid and effective as if it had been passed at a meeting of the Trust Board members duly convened and held. Any such resolution may consist of one or several documents in similar form.
- 7.23 The financial year of the Trust Board shall end on the 30th of September in each year.
- 7.24 Any Trustee who is, or may be in any other capacity whatsoever, interested or concerned, directly or indirectly, in any property, undertaking or matter in which the Trust Board 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 any part whatsoever in any deliberations of the Trustees concerning that interest unless determined by the other trustees that the nature of the interest or conflict is not sufficient as to exclude the interested trustee from deliberating on the matter. Under no circumstances may an interested trustee vote on the outcome of any deliberation in which he or she has declared an interest.
- 7.25 The Trustees may appoint Committees to assist the work of the Trust Board as the Trustees may from time to time determine. Each Committee shall consist of at least one Trustee. Persons who are not Trustees may be co-opted to the Committee for the purposes of consultation, advice, or other kinds of assistance. The Committee shall be competent to make enquiries or to superintend, or transact any business with the sanction of the Trustees.
- 7.26 A meeting of the Trustees may be called at any time by discretion of the Chairperson or by request of any two or more Trustees.
- 7.27 Notice in writing of all meetings of the Trustees specifying the objects and agenda of such meetings shall be posted to the Trustees at least seven (7) days prior to the date fixed for the holding of any such meeting, provided that by agreement of the Trustees, notice may be given orally or by facsimile message.

- 7.28 Minutes or some other record of proceedings of each Trust Board meeting shall be kept and copies distributed to all Trustees of both the Trust and the Hokotehi Moriori Trust within fourteen (14) days of each Trust Board meeting.
- 7.29 Trustees may engage and pay such persons or organisations as they deem appropriate for the prudent and efficient operation of the Trust Board and the business of the Trust.

Employment and Interests of Trustees

- 7.30 The Trust Board may from time to time appoint or employ persons as staff on such terms and conditions as the Trust Board may deem appropriate.
- 7.31 Any Trustee employed in connection with the Trust's activities or business may be paid such remuneration for his or her services as may be normal as if he or she had been employed on the Trust's behalf and had not been a Trustee providing that such remuneration is agreed to in advance by the Trustees and there are sufficient resources available for such purpose.
- 7.32 A Trustee or member who is employed by the Trust or its subsidiaries as a servant or officer shall not be able to vote or take part in the discussion on any matter before the Trust Board that directly or indirectly affects that person's remuneration or the terms of that person's employment or that directly or indirectly affects any contract in which that person may be interested or concerned.

Indemnity

- 7.33 Each Trustee shall not be liable for and shall be indemnified out of the assets of the Trust for any loss or liability which they may incur by reason of the exercise, manner of exercise or non-exercise of any of the powers, authorities or discretions conferred on them by this Trust Deed or by law. This indemnity shall not extend to any loss or liability attributable to dishonesty or to the wilful commission and or omission by the Trustee of an act or omission of the Trustee known to such person to be a breach of trust or duty and such person will be liable for such loss or liability.
- 7.34 The Trust Board may elect to obtain such insurance as it considers necessary to cover the Trustees and officers of the Trust from liability incurred in the discharge of their duties in accordance with the terms of this Trust Deed.

8 Trustee Powers

- 8.1 The Trustees shall be responsible for the management of all the affairs of the Trust Board and may exercise all the powers and authorities conferred by these presents or by law. However, the Trust Board shall at all times be cognisant of the importance and requirement to work co-operatively and harmoniously with the Hokotehi Moriori Trust in order to act in the best interests of the Moriori people.

- 8.2 In carrying out the kaupapa/objects the Trustees shall have regard to the provisions of the Trustee Act.
- 8.3 In carrying out the kaupapa/objects of the Trust the Trustees may exercise all or any of the following powers:

Tikanae Moriori

- a) The continued revival, promotion, protection, nurturing and advancement of tikanga Moriori including Moriori art, craft, reo and history and the maintenance of the Moriori people as a distinctive cultural identity;
- b) To undertake research for the purpose of reuniting all people who trace their hokopapa to a Moriori karapuna, including the management of the Hokopapa Unit established by the Hokotehi Moriori Trust whose function is to establish and maintain a register of persons of Moriori descent based on the Hokopapa Criteria as set out in the Hokotehi Moriori Trust Deed and to promote and undertake research into Hokopapa Moriori;
- c) To promote and protect Moriori ancestral lands, waahi tapu and other valued tribal taonga;
- d) To maintain, preserve and promote the concept of Moriori as the traditional kaitiaki of all Taonga of Rekohu and Rangiauria in perpetuity for the charitable benefit of Moriori and the people of Rekohu and Rangiauria;
- e) To work with and/or enter into any arrangement with any government, statutory bodies, non-governmental organisations, national or international bodies or agencies including United Nations bodies, international NGOs and/or indigenous peoples and organisations, to further the charitable aims and objectives of the Trust;
- f) Comment on any provision of any order, notice, regulation, Bill or Act of Parliament, or any local government ordinance, classification, designation or by-law, or any other proceeding, application, classification, or designation which in the opinion of the Trust Board is directly or indirectly likely to affect the aims and objectives of the Trust;
- g) To enter into any arrangement with any Government or Municipal Authority which is conducive to the Trust's objects;
- h) To make representations to Government, government departments, local bodies, community or statutory bodies relating to the advancement of the charitable objects of the Trust;
- i) To promote and articulate the needs and concerns of Moriori and the people of Rekohu and Rangiauria in the promotion of the charitable objects of the Trust and to seek just and proper representation on local authorities, committees or institutions statutory or otherwise;

Public Awareness

- j) To adopt such means of making known the activities and objects of the Trust Board as may seem expedient, and in particular but not so as to limit

them generally, by advertising in the press, by circulars and by publication of books, periodicals, brochures, maps and any printed and illustrative material whatsoever, and by contributions to the press, periodicals and books, and also by films, internet communications, digital, video and other means approved by the Trustees;

- k) To print, publish, distribute and sell any books, articles, research, monograph, pictures, photographs, maps, computer disks, DVDs and any other works upon such terms and conditions agreed between the authors and the Trust Board and in accordance with the kaupapa/objects of the Trust and the Strategic Plans;

Contracts, Joint Ventures and Associations

- l) To collaborate with any person, firm, association, society, company, organisation or institution in any way connected with or likely to assist in furthering the kaupapa/objects of the Trust;
- m) To establish enterprises, associations, companies or any other legal bodies as may be necessary or appropriate to promote and facilitate the achievement of the kaupapa/objects of the Trust and the Strategic Plans;
- n) Enter into contracts of employment or service with any person, body, society, whether incorporated or not and to pay reasonable remuneration for services rendered as the Trust Board may think fit to promote and facilitate the achievement of the kaupapa/objects of the Trust and the Strategic Plans;

Finances and Related Activities

- o) Seek, accept, and receive donations, subsidies, grants, endowments, gifts, legacies and bequests either in money or in kind or partly in money and partly in kind for inclusion in the Trust Funds;
- p) To purchase, take on lease or otherwise acquire any land as the Trust Board deems appropriate;
- q) To acquire and dispose of personal property;
- r) To establish companies registered under the Companies Act 1993 for the furtherance of the kaupapa/objects of the Trust;
- s) To acquire, hold and dispose of shares in any company registered under the Companies Act 1993 having objects similar to and compatible with those of the Trust;
- t) Invest subject to the terms of any trust or grant or endowment, any money held by or on behalf of the Trust Board in accordance with the Trustee Act 1956 and its amendments or other investments as the Trustees may reasonably determine are in the best interests of the Trust Board and its beneficiaries;
- u) Acquire, hire, operate and maintain any means of transportation whether of persons or of goods or both that the Trust Board may deem necessary or desirable for the carrying out of the kaupapa/objects of the Trust, and to

make such reasonable charges for the use thereof as the Trust Board shall deem fit;

- v) Pay all or any of the expenses incurred in and in connection with the incorporation, establishment and perpetuation of this Trust Board;
 - w) Make such charges for admission to property held by the Trust Board and to exhibitions, displays, lectures, films, videos and other educational services arranged by the Trust Board which may seem reasonable;
 - x) Enter into any arrangement, contracts, agreements or undertakings with any government, local authorities or private enterprise or natural persons to promote and facilitate the achievement of the objectives of the Trust and the Strategic Plans;
 - y) Provide financial assistance or grants from the trust funds in accordance with clauses 6.4 and 6.5 of this Deed.
- 8.4 The Trust Board may do all or any of the above things as principal, agent, contractor, trustee or otherwise or by or through agents, trustees or otherwise and either alone or in conjunction with others; and
- 8.5 The Trust Board shall pursue and exercise all or any of the objects and powers as herein set forth, either together or independently and shall in the Trust Board's discretion decide which of the objects and powers or any of them shall take priority one over the other.
- 8.6 The Trust Board may do all such things as in the opinion of the Trust Board may be incidental or conducive to the attainment of the kaupapa/objects of the Trust or the exercise of any of the foregoing powers provided that none of the foregoing objects and powers shall be attained or exercised in any way whatsoever that would derogate from the charitable nature of the Trust or conflict with the conditions of any exemption from taxation as granted by the Inland Revenue Department at any time or would in any way place the Trust Funds at risk of loss.

9 Annual Hui and Reporting

- 9.1 By the end of the month of March in each year or such other month as the Trust Board may from time to time decide in collaboration and agreement with the Hokotehi Moriori Trust, the Trust Board shall call an Annual Hui of all Moriori and the members of the Hokotehi Moriori Trust. The venue for the Annual Hui shall alternate between Rekohu and mainland New Zealand unless otherwise decided by the Trust Board in agreement with the Hokotehi Moriori Trust.
- 9.2 The Business of the Annual Hui shall be to:
- a) To receive and consider the Annual Report and Strategic Plan of the Trust;
 - b) To receive, consider and adopt the financial statements and budgets of the Trust;

- c) To fix the remuneration of Trustees, having regard to the guidelines prepared by the State Services Commission in relation to the remuneration of local body officers;
- d) To appoint an auditor;
- e) To consider any proposed resolution, of which notice has been given in accordance with the provisions of this Trust Deed;

Notice of Annual Hui

- 9.3 Notice of the Annual Hui of the Trust shall be given in conjunction with and form part of the notice of the Annual General Meeting of the Hokotehi Moriori Trust and in accordance with the same criteria as to timing and advertising as set out in the Hokotehi Moriori Trust Deed for calling an Annual Hui.

Voting at Annual Hui and Hui a Moriori

- 9.4 All procedures relating to quorum for the Annual Hui, and voting at the Annual Hui (including postal vote procedures) shall follow the procedures as set out and adopted by the Hokotehi Moriori Trust in its Deed of Trust.

Record of Hui

- 9.5 All proceedings of the Annual Hui, Hui a Moriori and Trustee elections shall be recorded and entered in a Minute Book kept for that purpose. The Minute Book, or copies of it, shall be made available to all Moriori upon reasonable terms.

10 Disputes Procedure

- 10.1 Any beneficiary who wishes to raise a complaint or dispute in relation to any act, omission or decision of the Trust must specify the nature of the complaint or dispute in writing to the Trust Board.
- 10.2 If the parties to the concern, complaint or dispute are unable within a reasonable time to resolve the issue, they must, acting in good faith endeavour to agree on a process for resolving the complaint or dispute.
- 10.3 The Trust Board shall have a discretion to refuse to inquire into or further inquire into any complaint or dispute that the Trust Board considers to be frivolous or vexatious or for which an alternative avenue of redress is available and shall be required to give reasons in writing to the person or persons raising the dispute or complaint.

11 Amendments to the Trust Deed

- 11.1 The power to alter or amend the substance of the Trust Deed shall reside in the voting members of the Hokotehi Moriori Trust at a Hui a Moriori or Annual Hui, acting in accordance with the relevant provisions as set out in the Deed of the Hokotehi Moriori Trust **provided that** no amendments may be made to the

following clauses of this Trust Deed without the prior written approval of the Crown:

- a) Clause 4 (relating to the kaupapa/objects of the Trust);
 - b) Clause 6.2 (relating to the administration of the Trust Funds);
 - c) Clauses 6.25 and 6.26 (relating to Crown accountability and reporting mechanisms);
 - d) Clause 8 (relating to Trustee powers);
 - e) Clause 11 (relating to amendments to the Deed);
 - f) Clause 12 (relating to the winding up of the Trust).
- 11.2 No amendments shall be made without at least 75% of all votes validly cast (including postal votes) being in favour of such amendments and provided that no such changes will in any way derogate from the charitable nature and status of the Trust Board or the kaupapa/objects of the Trust.
- 11.3 In the event that any change to the substance of the Trust Deed is proposed to be made by the Trust Board, the Trust Board will consult with the Crown.
- 11.4 The Trust Board in consultation and agreement with the Hokotehi Moriori Trust may make alterations or amendments to the Trust Deed for the purposes of better clarifying the respective roles and responsibilities of the Trust Board and the Hokotehi Moriori Trust but only for the purpose of clarifying any uncertainties or anomalies as between the two Trusts. No amendments or alterations shall be made by the Trust Board that materially alter the character or intent of the constitution or otherwise derogates from the charitable nature and status of the Trust Board. Any changes made by the Trust Board shall be notified to all Moriori and the members of the Hokotehi Moriori Trust at the earliest opportunity. The Crown shall also be given notice of any changes under this provision.

12 Winding Up

- 12.1 The Trust shall be wound up in the manner provided by the Charitable Trusts Act 1957 in the event that all or any of the purposes or objects aforesaid are in the opinion of the Trust Board, incapable of fulfilment or inadvisable.
- 12.2 In the event of the Trust Board being unable to carry on its duties and responsibilities under this Trust Deed for whatever reason, the Trust Board shall resettle the assets of the Trust on the Hokotehi Moriori Trust or another trust with same or similar charitable objects /kaupapa with the intent and purpose that the Trust Funds will continue to be applied towards the kaupapa/objects of the Trust.

13 Charitable Status


13.1 Notwithstanding anything contained elsewhere in this Trust Deed no provision or power expressed or implied shall allow or permit to be interpreted, varied or exercised to allow or permit:


- a) any purpose which in accordance with the law of New Zealand is not charitable as to benefit, or;
- b) any individual to receive private pecuniary profit hereunder which would be contrary to the charitable purposes hereof for the purposes of the Income Tax Act 1994 or any amendment thereto or any statute in substitution therefore;
- c) any objective or purpose which is contrary to the Charities Act 2005.

13.2 Notwithstanding anything contained or implied in this Trust Deed, any person who is:

- a) a settlor or Trustee of the Trust, or
- b) a shareholder or director of any company carrying on a 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 1994) or any such settlor, Trustee, shareholder or director shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or 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 to be received, gained, achieved, afforded or directed by that person.

Attestation Page for Te Keke Tura Moriori Identity Trust:

Signed by **SHIRLEY KING** as Initial Trustee 

Signed by **BILL KAIN** as Initial Trustee 

Signed by **MAUI SOLOMON** as Initial Trustee 

DATED this 29th Day of May 2008

APPENDIX ONE

CROWN DEED OF GIFT

This Deed made the 17th day of June 2008

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND
acting by and through the Minister for the Community and
Voluntary Sector (“the Crown”)

AND THE TRUSTEES OF THE HOKOTEHI MORIORI TRUST the
mandated representative body for those of Moriori descent
(“Hokotehi”)

RECITALS:

- A. Whereas Hokotehi is the mandated representative body for those of Moriori descent.
- B. And whereas Hokotehi has established and settled a trust, known as Te Keke Tura Moriori Identity Trust, the kaupapa/objects of which is the relief of cultural “poverty” or “need” of all Moriori through the preservation, revival, support and promotion of Moriori identity, culture, language and heritage.
- C. The Crown and Hokotehi have agreed that the revival of Moriori culture and identity is an important and worthwhile objective for the benefit of Moriori descendants and for the benefit of all people in New Zealand generally.
- D. The Crown has agreed to gift funds to Hokotehi, on certain conditions, to preserve, support and promote Moriori culture, language, identity and culture.

AGREEMENT:

- 1) Within five working days of the date of this deed, the Crown will transfer to Hokotehi by way of gift the sum of six million dollars (\$6,000,000.00) (the Fund).
- 2) The Fund is gifted subject to the following conditions:

- a) Subject to clause 2 b), Hokotehi must transfer the Fund (and any interest earned on the fund) in its entirety to the trustees of Te Keke Tura Moriori Identity Trust.
- b) Hokotehi must transfer the Fund (and any interest earned on the Fund) to the trustees of Te Keke Tura Moriori Identity Trust within 5 working days of having received the Fund provided that the transfer of the Fund may be delayed pending confirmation that Te Keke Tura Moriori Identity Trust has been granted charitable trust status by the Charities Commission.
- c) The trustees of Te Keke Tura Moriori Identity Trust must apply the Fund for the kaupapa/objects of Te Keke Tura Moriori Identity Trust.

EXECUTED as a deed on the date first written above.

SIGNED for the Crown by)
 the **Hon. Ruth Dyson**)
 Minister for the Community)
 and Voluntary Sector.

in the presence of:

Name:

Address:

Occupation:

SIGNED for Hokotehi by)
Shirley King)
 Chairperson, Hokotehi)
 Moriori Trust Board.

in the presence of:

Name:

Address:

Occupation:

APPENDIX TWO

HOKOTEHI DEED OF GIFT AND TRANSFER

This Deed made this 17th day of June 2008

BETWEEN **HOKOTEHI MORIORI TRUST** (“Hokotehi”)

AND **TE KEKE TURA MORIORI IDENTITY TRUST** (“Te Keke Tura”)

Background

- A Hokotehi is a Charitable Trust established for the purposes of representing all Moriori people in relation to advancing and furthering their cultural, economic, social and spiritual development.
- B Te Keke Tura is a Charitable Trust established in consultation between the Crown and Hokotehi for the purposes, inter alia, of enhancing and promoting the revival and preservation of Moriori culture, heritage and identity for present and future generations.
- C Pursuant to a Deed of Gift dated 17 June 2008 (“the Crown Deed of Gift), the Crown has made a gift of \$6,000,000.00 (“the Fund”) to Hokotehi on the condition that Hokotehi gifts and transfers the Crown gift to Te Keke Tura to be held on and subject to the trusts as set out in the Deed of Trust establishing Te Keke Tura (“the Trust Deed”).
- D The Parties wish to enter this Deed to record the making of the gift and to record the terms on which it shall be held and used.

Now This Deed Witnesses

Gift

1. Hokotehi hereby gifts, transfers and settles upon Te Keke Tura the Fund to be held and used in accordance with the trusts as declared in the Trust Deed, the Crown Deed of Gift and this Deed of Gift.
2. The Fund shall be transferred to Te Keke Tura within 5 working days of the Charities Commission confirming that it has registered Te Keke Tura as a charitable entity.
3. The agreements in this Deed are in all respects conditional upon the Crown gift being received by Hokotehi in accordance with the Crown Deed of Gift. In the event that the Crown gift is not received by Hokotehi, then this Deed shall be of no effect.
4. Te Keke Tura shall at all times hold the gifted amount as a separate endowment fund (“the Fund”) and shall make distributions only from the

income received thereon. Once the Fund has been received Te Keke Tura shall use and manage the Fund in accordance with provisions of the Trust Deed.

EXECUTED as a deed on the date first written above.

Signed for Hokotehi
By Shirley King, Chairperson
Hokotehi Moriori Trust

in the presence of:

Name:

Address:

Occupation:

Signed for Te Keke Tura
By Maui Solomon, Trustee
Te Keke Tura Moriori Identity Trust

in the presence of:

Name:

Address:

Occupation:

APPENDIX THREE

HOKOPAPA CRITERIA
to guide work of Hokopapa Unit

- To examine all known sources of Hokopapa written and oral for the specific purpose to recommend criteria for membership of the Moriori Iwi;
- The Hokopapa Unit to work with and receive advice from the Kaumatua Advisory Council.
- Applicants for membership must verify in writing their hokopapa to a Moriori Karapuna who is a descendant of Rongomaiwhenua and/or Rongomaitere and who has links to ahi kaa of Rekohu/Rangiauria;
- The benchmark date for membership shall be 1835 based on the Karapuna list drawn up in 1862 by the Moriori elders (known as the Grey Papers) being a list of every man, woman and child alive on the Islands in 1835, and other verifiable hokopapa;
- All voting members must clearly identify in writing a Moriori karapuna to qualify as a voting beneficiary and be eligible for nomination as a Trustee;
- Each voting member must be able to prove they or a Moriori ancestor has or had ahi kaa (rights of ownership by occupation) on Rekohu/Rangiauria;
- Establish a Single United Voting Register of Moriori beneficiaries from the existing two voting registers of Te Iwi Moriori Trust Board and the Moriori Tchakat Henu Association of Rekohu Trust using these criteria.
- Assist those people who are unable to identify a Moriori karapuna but who “believe” they are Moriori to do further research;
- Examine those situations where a Moriori ancestor cannot be identified but there may be other supporting evidence such as oral traditions, documentation that indicates a high probability that someone has Moriori ancestry;
- After appropriate research, report and make recommendations to the Trust Board on whether or not any person(s) satisfy the hokopapa principles and criteria;
- There will be situations where Moriori karapuna were removed either voluntarily or against their will from Rekohu/Rangiauria and may have been brought up as Maori on the Mainland. The reasons for this may be many but include the perceived “shame” in being known or identified as Moriori, due to historical misconceptions and myths surrounding Moriori. However, descendants of these people should not be doubly penalised because they “slipped between the cracks” and were not recorded in any of the existing hokopapa material (eg. Davis papers or Grey manuscripts). In these situations, the Hokopapa Unit will need to undertake careful research and consideration of any such applications and work very closely with the people concerned so as not to cause any offence but at the same time maintaining a robust and transparent process.

ENDS