



STRATEGIC NEGOTIATIONS ADVISORY TEAM TERMS OF REFERENCE

BACKGROUND

1. Maniapoto Māori Trust Board (“MMTB”) wishes to establish the Maniapoto Strategic Negotiations Advisory Team (“SNAT”) to achieve MMTB’s Vision for Settlement.
2. SNAT Members shall be recommended by the Negotiation Team for appointment by the MMTB and formally engaged by way of individual Independent Contractor Agreements.

PURPOSE

3. This Terms of Reference provides the role, functions and parameters for the SNAT to achieve MMTB’s Vision for Settlement.

ROLE OF THE STRATEGIC NEGOTIATIONS ADVISORY TEAM

4. The role of the SNAT is to achieve MMTB’s Vision for Settlement. In doing so, it will provide ongoing advice in relation to the conduct of negotiations to settle the Historical Claims of Ngāti Maniapoto.
5. In carrying out its role the SNAT will:
 - a. act in accordance with the provisions set out in this Terms of Reference;
 - b. act in accordance with the provisions set out in the SNAT members’ individual Independent Contractor Agreements;
 - c. act in accordance with procedures and delegations agreed or mandated by the MMTB;
 - d. act within agreed plans and budgets approved by MMTB;
 - e. maintain and demonstrate a level of leadership and excellence;
 - f. maintain the confidentiality of confidential material in carrying out, or incidental to, its functions; and
 - g. comply with legal requirements.

FUNCTIONS

6. The functions of the SNAT are to provide strategic leadership and advisory to the Negotiation Team.
7. The SNAT will provide strategic direction and leadership on the development and implementation of MMTB’s Vision for Settlement by receiving, considering and offering advice in relation to matters referred to it by the Negotiation Team, including but not necessarily limited to the following:



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- a. Relevant information required for negotiation purposes;
 - b. Negotiations plan;
 - c. Comprehensive negotiation strategy;
 - d. Negotiations communications strategy;
 - e. Terms of Reference for working groups;
 - f. Reports and recommendations from the working groups; and
 - g. Post settlement governance entity options.
8. The SNAT will make publicly available as much information as possible regarding its approved reports and decisions.

SYSTEMS AND PROCESSES

9. The SNAT will operate in a manner that promotes:
- a. leadership and excellence;
 - b. transparency and accountability;
 - c. consensus decision making;
 - d. fairness and consistency;
 - e. confidence in the negotiations plan and strategy; and
 - f. MMTB's Vision for Settlement.

MEMBERSHIP

10. The SNAT will consist of up to ten (10) and no less than five (5) members, including a maximum of three (3) current MMTB Board members.
11. The core capability of the group should include identified skills, experience and specific expertise such as, but not necessarily limited to, the following:
- a. An understanding and knowledge of Maniapoto history and Maniapoto aspirations;
 - b. An understanding and knowledge of Maniapoto claim issues;
 - c. An understanding and knowledge of Crown Treaty Settlement policy and process;
 - d. Negotiation and strategy;
 - e. Critical and strategic analysis; and
 - f. Te Reo Māori and Maniapoto tikanga.
12. The MMTB in appointing members to the SNAT will have regard to the relevant skills, experience and specific expertise required to achieve MMTB's Vision for Settlement.

Appointment and Termination

13. The Negotiation Team will consult with MMTB and then recommend to MMTB the appointment of members to the SNAT.



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14. The MMTB shall formally appoint and remove SNAT members. The MMTB may, by written notice, appoint or reappoint or remove:
- a. any natural person as a member;
 - b. any such appointment or reappointment shall be effective from the time and date specified in the notice and shall be for a period of no less than six months; and
 - c. any termination shall be effective from the time and date specified in the notice.

Duties

15. A member of the SNAT has a duty to:
- a. act in good faith and in the best interests of MMTB and MMTB's Vision for Settlement; and
 - b. comply with these Terms of Reference.

Remuneration

16. The amount of remuneration payable for services as a member of the SNAT will be determined as part of the negotiations plan and budget approved by MMTB. Members are responsible for:
- a. paying all Inland Revenue payments;
 - b. other taxes; and
 - c. Accident Compensation levies in respect of remuneration and disbursements.
17. The remuneration will cover costs and time for preparation for, travel to and attendance at meetings. Travel, accommodation and meals will be organised and paid by the negotiations administrator where practicable. Disbursements will be reimbursed as agreed with the policies and procedures of the MMTB.
18. Where travel, accommodation and meals cannot be organised by the negotiations administrator then actual and reasonable costs will be reimbursed in accordance with the relevant policies and procedures.

MEETINGS

19. Meetings will be held as determined by the Lead Negotiator, but in any event, the SNAT shall meet at least once in any two month period.
20. A quorum will be half of the total number of members plus one member.



21. Members shall be given reasonable notice of SNAT meetings.
22. Members will notify the negotiations administrator within a reasonable time frame if they are unable to attend a meeting.
23. If a member is absent for more than three (3) meetings without a reason, their position may be considered to be vacant.
24. SNAT members will identify when material being considered is confidential and this will be recorded in the minutes.
25. Minutes of the meeting will be recorded and endorsed by the SNAT and where appropriate provided to MMTB.

ADMINISTRATOR

26. The SNAT will be serviced by a negotiations administrator who will perform administrative and project management functions including:
 - a. Coordination of SNAT meetings and recording minutes;
 - b. Compilation and distribution of meeting papers;
 - c. General facilitation and coordination role between MMTB, SNAT and Negotiations Team;
 - d. Working with the Lead Negotiator to prepare documentation for presentation to the SNAT, including, but not necessarily limited to the following:
 - i. Relevant information required for negotiation purposes;
 - ii. Negotiations plan;
 - iii. Comprehensive negotiation strategy;
 - iv. Negotiations communications strategy;
 - v. Terms of Reference for working parties;
 - vi. Post settlement governance entity options; and
 - e. Any other matters as may be directed by the SNAT or Negotiations Team.