



# Office of Hon Christopher Finlayson

Attorney-General  
Minister for Treaty of Waitangi Negotiations  
Minister for Arts, Culture and Heritage

7 DEC 2009

Dr Apirana Mahuika  
Chairman  
Ngāti Porou Negotiations Subcommittee (Te Haeata)  
Porou Ariki  
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**GISBORNE**

Tēnā koe Dr Mahuika

## NGĀTI POROU TREATY CLAIMS – CROWN SETTLEMENT OFFER

On 30 September 2009 I wrote to you outlining the Crown's comprehensive offer to settle the historical Treaty claims of Ngāti Porou. You responded on 19 October 2009 seeking clarity and agreement on key issues before counter-signing the Crown offer letter.

I am aware that the Chief Crown Negotiator and the Ngāti Porou Lead Negotiator and their teams have been working to clarify elements of the Crown offer, and discuss your request for additional redress.

The Crown has considered your requests based on this discussion. Having sought the agreement of my Cabinet colleagues, I am pleased to present a revised Crown offer that provides:

- greater clarity on the co-governance of public conservation lands within the Ngāti Porou rohe (including the roles of each party, the scope, and the process);
- for the transfer to Ngāti Porou of all of the Pukeamaru Range Scenic Reserve and the Mullanies and Hungahunga-Toroa Conservation Areas, as key sites of significance to Ngāti Porou;
- a clearer path to negotiating the Ngāti Porou-Crown Accord;
- a right of first refusal over surplus Crown-owned conservation land within a specified area and for a specified period; and
- clarification of the Crown position with respect to New Zealand Units for Crown licensed land.

The Crown offer is set out in **Appendix 1** to this letter. Definitions, terms and conditions applying to the offer are contained in **Appendix 2**.

The Crown's offer is made in good faith and outlines the redress the Crown is willing to provide in settlement of all the historical Treaty claims of Ngāti Porou mai Potikirua ki Te Toka a Taiau. To avoid doubt, the historical Treaty of Waitangi claims of Ngāti Porou ki Hauraki are excluded from the negotiations.

As noted in my letter of 30 September 2009 and as discussed with you, I am working with my Ministerial colleagues to explore Crown support to assist Ngā Taonga o Ngā Tama Toa Trust with the construction of a "C" Company museum in Gisborne. This is separate to the Crown offer and from the Treaty settlement negotiations.

If Te Haeata accepts the Crown offer, I invite you to countersign this letter, which can then take effect as an agreement between the Crown and Ngāti Porou. The agreement reflected in this letter is without prejudice and the agreement is not legally binding on the parties.

Following your counter-signature of this agreement, my understanding is that Te Haeata intends to consult with Ngāti Porou on the contents of this offer. Following that consultation the parties will work together in good faith to develop, as soon as reasonably possible, a Deed of Settlement; draft settlement legislation to give effect to the Deed; and the Ngāti Porou-Crown Accord.

I trust that this offer contributes to the vision of Ngāti Porou and Te Whare Maire o Ngāti Porou. I look forward to the Crown and Ngāti Porou continuing negotiations towards the final settlement of Ngāti Porou's historical Treaty of Waitangi claims.

Nāku noa, nā



Hon Christopher Finlayson  
**Minister for Treaty of Waitangi Negotiations**

Acknowledged by:



Dr Apirana Mahuika  
**Chairman of the Ngāti Porou Negotiations Subcommittee (Te Haeata)**

On 2009

## **Appendix 1: Crown Offer to Ngāti Porou**

1. In April 2008 the Crown recognised the mandate of Te Rūnanga o Ngāti Porou ("Te Rūnanga") to represent Ngāti Porou in negotiations with the Crown for the settlement of their historical Treaty claims. Te Rūnanga subsequently appointed a negotiations sub-committee, Te Haeata. Negotiations between Te Haeata and the Crown commenced in July 2008.
2. On 23 October 2008 the Crown and Ngāti Porou signed a non-binding high-level agreement (High-Level Agreement One) outlining the key elements of financial and commercial redress, including a cash settlement sum.
3. On 3 June 2009 the Crown and Ngāti Porou signed a second high-level agreement ("High-Level Agreement Two"), intended to supplement High-Level Agreement One. High-Level Agreement Two records progress to date made in negotiations and sets out a high-level summary of Ngāti Porou's redress proposals, key elements of the Crown's redress offer to Ngāti Porou and a roadmap for reaching agreement on the settlement package.

### **Developing the settlement offer**

4. Te Haeata has clearly articulated Ngāti Porou settlement redress proposals to the Crown. The offer is designed to give effect to the Ngāti Porou vision of sustaining Ngāti Porou and Ngāti Poroutanga into the future.
5. The Crown acknowledges the vision of Ngāti Porou, and the importance and significance of Te Whare Maire o Ngāti Porou as a framework for the development of Ngāti Porou's Treaty settlement aspirations.
6. The Ngāti Porou settlement offer has been developed around the key Ngāti Porou categories of:
  - Reconciliation;
  - Land and resources;
  - Cultural retention and development;
  - Ngāti Porou - Crown Accord; and
  - Financial and commercial redress.

### **Reconciliation**

7. The Crown offers reconciliation redress comprising an Historical Account, Crown Acknowledgements and Apology.
8. In recognition of Ngāti Porou's military service and contribution to the civic affairs of the nation the Crown offers a commitment to explore the renaming of existing New Zealand Defence Force scholarships, if secured by Ngāti Porou recipients, in honour of the contribution of Ngāti Porou military personnel.
9. The Crown also makes a commitment to the upkeep of war graves and memorials. These will be provided for in the protocol between the Minister for Arts, Culture and

Heritage and Ngāti Porou and will only include those for which the Ministry for Culture and Heritage is responsible.

10. The Crown offers to facilitate (through making information available) and contribute to funding (from within the additional \$20 million addressing all Ngāti Porou's cultural and historical redress aspirations, as set out in paragraph 31) towards the compilation of a Ngāti Porou history.
11. In light of Ngāti Porou foregoing the Waitangi Tribunal process, the Crown offers an opportunity for Ngāti Porou to air Treaty grievances before the Crown over a two week period, after the Deed of Settlement is signed and before the Settlement Date, in the Ngāti Porou rohe. These proceedings would be recorded for Ngāti Porou and contribute to the compilation of a Ngāti Porou history.

### **Land and resources**

12. The land and resources redress has been designed as a package with the Crown offering Ngāti Porou high-level input into governance across public conservation sites within the rohe, the transfer of key sites of significance to Ngāti Porou, a conservation protocol issued by the Minister of Conservation which provides a framework for the day to day relationship between the Department of Conservation and the Ngāti Porou Post-Settlement Governance Entity, and a right of first refusal over Crown-owned conservation lands within a specified area. The offer also includes statutory acknowledgements over the Waiapu and Uawa rivers and a Crown offer to explore with the Gisborne District Council ways of enhancing Ngāti Porou influence in resource management decision-making affecting Ngāti Porou.

### *Co-governance*

13. Ngāti Porou regard all Department of Conservation lands and waterways as ancestral lands of immense cultural significance to the iwi and hapū.
14. The Crown's offer includes a co-governance arrangement where the Crown and Ngāti Porou jointly develop those parts of the East Coast Bay of Plenty Conservation Management Strategy that apply to the Ngāti Porou rohe.
15. The Crown and Ngāti Porou have identified the key features of the co-governance proposal, including the scope, the roles of each party in the process for the development, approval and implementation of the strategy, engagement between the parties and the context in which co-governance exists.
16. The key features of the co-governance proposal are:
  - a. The Crown agrees that all Crown owned conservation lands within the Ngāti Porou rohe/area of interest will be known as the "Ngāti Porou Place";
  - b. the Ngāti Porou Place will be managed under the East Coast Bay of Plenty Conservation Management Strategy. A separate section of the East Coast Bay of Plenty Conservation Management Strategy will provide for the management of the Ngāti Porou Place;
  - c. the Ngāti Porou Place section of the East Coast Bay of Plenty Conservation Management Strategy ("the strategy") will implement policies and establish objectives for the integrated management of the natural and historic resources in the Ngāti Porou Place;

- d. as partners, the Ngāti Porou Post-Settlement Governance Entity ("PSGE") and the Crown will co-author the strategy. The Ngāti Porou PSGE can either:
  - i. jointly hear and consider public submissions, and together submit the draft strategy to the New Zealand Conservation Authority ("NZCA") or
  - ii. if the Ngāti Porou PSGE wants to make a submission to the public hearing then the Ngāti Porou PSGE could act as an observer and comment on the draft that is sent to the NZCA;
  - iii. (Ngāti Porou will identify whether they prefer option 16 (d) (i) or 16 (d) (ii) for inclusion in the Deed of Settlement);
- e. the New Zealand Conservation Authority will approve the conservation management strategy; and
- f. there will be an annual report back to the Ngāti Porou PSGE and the Crown on the implementation of the strategy.

17. The key parameters of the co-governance proposal are that:

- a. the process for developing the Ngāti Porou Place section of the Conservation Management Strategy will be subject to the processes set out in the Conservation Act 1987;
- b. development of the Ngāti Porou Place section of the strategy will be informed by a Ngāti Porou Iwi Management Plan;
- c. the Department of Conservation will implement the strategy and retain responsibility for the day to day management of public conservation land;
- d. there will be provision for the Crown and Ngāti Porou to discuss matters related to co-governance on a regular basis, for example through an annual meeting between the Minister of Conservation and Ngāti Porou representatives;
- e. there will be a dispute resolution mechanism;
- f. there will be provision for joint review of the co-governance arrangement by the Crown and the Ngāti Porou PSGE at appropriate intervals;
- g. in the event that the Conservation Act is amended or repealed, the Crown and the Ngāti Porou PSGE will renegotiate the co-governance arrangement; and
- h. co-governance will not –
  - iv. fetter the obligations of the Minister of Conservation and the New Zealand Conservation Authority under the Conservation Act; or
  - v. require the creation of a joint board or committee.

#### *Iwi Management Plan*

18. In negotiations Te Haeata have informed the Crown that the Ngāti Porou PSGE intends to develop a Ngāti Porou Iwi Management Plan. It is noted that the scope and content of the plan is to be determined by the Ngāti Porou PSGE (for example it could relate to natural resources or to conservation, or relate only to land owned by

Ngāti Porou or be generic). It could provide a statement of Ngāti Porou views on a range of matters such as the iwi vision, Ngāti Porou's spiritual, historical and cultural beliefs, aspirations, objectives and policies, etc).

19. The New Zealand Conservation Authority, the Conservation Board and the Department of Conservation will be required to have regard to a Ngāti Porou Iwi Management Plan. This will apply in particular to any consideration of the conservation management strategy relating to the Crown owned conservation lands in the Ngāti Porou rohe/area of interest.

#### *Conservation Protocol*

20. A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
  - a. exercise its functions, powers and duties in relation to specified matters within its control in the iwi group's protocol area; and
  - b. consult and interact with the iwi group on a continuing basis and enable that group to have input into its decision-making processes.
21. The Crown offers a protocol to be issued by the Minister of Conservation which will set out processes for:
  - a. Communication between the parties on an ongoing basis, including identification of key contacts and regular meetings between the Department of Conservation Area Office and the Ngāti Porou PSGE.
  - b. Ngāti Porou PSGE input in the Department of Conservation's annual business planning and identifying priorities for undertaking projects;
  - c. Ngāti Porou PSGE input in the Department's general and specific conservation operations (yet to be discussed but previous protocols have included input into flora and fauna programmes, protection of wāhi tapu, visitor and public information, cultural use of materials and other cultural activities).

#### *Transfer of sites*

22. In negotiations the Crown and Ngāti Porou have agreed that all sites transferred to Ngāti Porou through the Treaty settlement will be subject to the preservation of public access, conservation values and third party interests. Specific conditions and encumbrances, and management of sites for transfer will be negotiated and agreed in the next phase of negotiations.
23. The Crown offer for the transfer of sites to Ngāti Porou is in two parts:
  - a. Key sites of significance to Ngāti Porou: namely the 3 guardians of Mt Hikurangi in Crown ownership - Taitai, Whanakao and Aorangi (including the whole of Aorangiwai Scenic Reserve); and also Whangaokena Island, Pukeamaru (including the Pukeamaru Range Scenic Reserve, Mullanies Conservation Area and Hungahunga - Toroa Conservation Area) and Te Puia Hot Springs. These sites are outlined in Table 1.
  - b. The Crown also offers to transfer additional sites of significance to Ngāti Porou which are identified in Table 2.

**Table 1: Key sites of significance to Ngāti Porou for transfer**

Site	Description
Taitai (Part of Ruatoria Forest)	Currently LINZ administered Crown Forest, but not Licensed Land 170.0 ha
Whanakao (Part of Raukumara Forest Park)	Currently administered by Department of Conservation 50.0 ha (approx)
Aorangiwai Scenic Reserve	Currently administered by Department of Conservation 751.0 ha
Whangaokena Island Wildlife Refuge Reserve	Currently administered by Department of Conservation 8.0 ha
Pukeamaru Range Scenic Reserve	Currently administered by Department of Conservation 3,265.0 ha
Mullanies Conservation Area	Currently administered by Department of Conservation 218.0 ha
Hungahunga -Toroa Conservation Area	Currently administered by Department of Conservation 32.0 ha
Te Puia Hot Springs Government Purpose Reserve	Currently administered by Department of Conservation 13.0 ha

**Table 2: Additional sites of significance to Ngāti Porou proposed for transfer**

Site	Description
Whanakao (Part of Raukumara Forest Park)	Currently administered by Department of Conservation 500.0 ha
Hicks Bay Boat Ramp Local Purpose Reserve	Currently administered by Department of Conservation 0.2 ha
Awanui Conservation Area	Currently administered by Department of Conservation 2.0 ha
Ahikouka Conservation Area	Currently administered by Department of Conservation 14.0 ha
Ruataupare Conservation Area	Currently administered by Department of Conservation 1.0 ha
Waimahuru Bay Conservation Area	Currently administered by Department of Conservation 50.0 ha
Anaura Bay Scenic Reserve	Currently administered by Department of Conservation 225.0 ha
Pakaturi Conservation Area	Currently administered by Department of Conservation 328.0 ha
Waipare Redwoods Scenic Reserve	Currently administered by Department of Conservation 3.0 ha
Paraheka Scenic Reserve	Currently administered by Department of Conservation 239.0 ha

24. The Crown recognises that Te Haeata will want to confirm with Ngāti Porou that the sites listed in Table 2 are the appropriate sites for transfer. The Crown is prepared to reconsider the final selection of the sites in Table 2 subject to the final selection of sites being of a similar size, number and conservation value as the sites outlined in Table 2. The specific sites for transfer will be confirmed in the Deed of Settlement.



### *Right of First Refusal over Crown-owned conservation lands*

25. The Crown offers a right of first refusal over surplus Crown-owned conservation land within a specified area for a period of years from Settlement Date. The detail of the right of first refusal is to be determined before the Deed of Settlement. The final land area agreed between the Crown and Ngāti Porou will take into account the interests of overlapping groups and will be subject to certain exceptions to allow for land swaps and road alignment.

### **Other land & resources redress**

26. The Crown offers statutory acknowledgements over Waiapu and Uawa rivers (upstream of the coastal marine area, where the bed is Crown-owned).
27. The Crown also offers to explore with the Gisborne District Council ways of enhancing Ngāti Porou influence in resource management decision-making affecting Ngāti Porou.
28. The Crown will also address any Ngāti Porou claims in the foreshore and seabed that relate to the Treaty of Waitangi and are not addressed as part of the Ngāti Porou foreshore and seabed settlement.

### **Cultural retention and development**

29. Ngāti Porou have identified a comprehensive suite of iwi initiatives for which they have proposed separate redress funding from the Crown. These initiatives include marae development (the upgrade, restoration and maintenance of existing marae buildings, with training and expertise), establishment of a multi-purpose Ngāti Porou Centre of Excellence and compilation of a Ngāti Porou history.
30. The Crown acknowledges Ngāti Porou's aspirations in terms of cultural development and that Te Haeata has proposed a wide range of redress to assist in achieving this. High Level Agreement One included a commitment to explore cultural and historical redress aspirations of Ngāti Porou and contemplated that the Crown would offer some financial redress in responding to those aspirations.
31. The Crown offers a total global sum of \$20 million towards all of Ngāti Porou's historical, cultural and social redress aspirations.
32. In addition to this, the Crown proposes a Letter of Commitment between Archives New Zealand, the National Library, and Te Papa Tongarewa, to facilitate access to, and protection of, information and taonga relating to Ngāti Porou, for inclusion in the deed of settlement.
33. The Crown also proposes that the Minister for Arts, Culture and Heritage, and the Minister of Energy and Resources issue protocols with the Ngāti Porou PSGE.
34. The Crown offers to explore place names for possible alteration or creation, in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa.

### **Ngāti Porou-Crown Accord**

35. Ngāti Porou have advocated strongly that the Crown address issues of infrastructure, control of erosion and social services within the Ngāti Porou rohe/area of interest.

Ngāti Porou regards these contemporary issues as the result of historical actions by the Crown.

36. To assist in addressing these issues the Crown offers to establish a contemporary Treaty Relationship Accord between the Crown and Ngāti Porou. This requires further development but the proposal is that the Accord would include a series of agreements to provide for Ngāti Porou input into Government priority setting and decision-making related to Government funding and responsibilities within particular portfolios and/or Crown providers (as appropriate), focused on infrastructure, control of erosion and social services.
37. It is intended the Ngāti Porou-Crown Accord will be signed separately from, but contemporaneously with, the Deed of Settlement.
38. The Crown offer provides for:
  - a. a meeting with the Prime Minister or Deputy Prime Minister in early 2010 to confirm the issues that will be the focus of the Ngāti Porou-Crown Accord;
  - b. provision for a Strategic Plan to form part of the Ngāti Porou-Crown Accord. The Strategic Plan would identify Ngāti Porou's desired infrastructural and social development outcomes that Ngāti Porou seek to inform Crown agency annual and strategic planning and priority-setting; and
  - c. provision for a Crown co-ordinating agency to work with the post settlement governance entity to follow-up on the Crown's commitments post-settlement.
39. The parties acknowledge and agree that the Strategic Plan will be developed between the Ngāti Porou PSGE and relevant Crown agencies within the following parameters:
  - a. to promote maximising the efficiency and effectiveness of current and proposed programmes and spending;
  - b. to promote the effective prioritisation of programmes against fiscal constraints;
  - c. taking into account the varying fiscal constraints and pressures on Government spending over time;
  - d. recognising opportunities to blend private sector and Ngāti Porou initiatives with Government initiatives and programmes; and
  - e. informing Crown agencies in relation to their priorities for investment in the Ngāti Porou rohe.
40. The Strategic Plan could include the need for changed priorities, changes to programme delivery, and/or additional programmes.
41. The Accord, and associated strategic plan, will not fetter the statutory roles of Ministers or Crown agencies. These arrangements are designed to ensure existing Ministerial accountabilities remain with Ministers retaining overall responsibility for their departments and agencies retaining responsibility for setting their priorities and managing budgets.
42. To support the Accord, the Crown offers an annual Ngāti Porou-Crown Forum for high-level discussion between Ngāti Porou and Ministers. The Forum will involve the

Prime Minister (or senior Cabinet Minister delegate), integrated with the existing Whakamana Accord provided for in the Nga Hapū of Ngāti Porou Foreshore and Seabed Deed of Agreement.

## **Financial and commercial redress**

### *Financial redress*

43. The total settlement sum offered to Ngāti Porou is \$110 million comprising:
  - a. the \$90 million cash settlement sum agreed High-Level Agreement One; and
  - b. \$20 million towards the cultural and historical redress aspirations of Ngāti Porou (referred to in paragraph 31 above).
44. The Crown also confirms the offer of interest on the cash settlement sum of \$90 million from the date of High Level Agreement One signed on 23 October 2008 to the signing of a deed of settlement, or for a period of two years from 23 October 2008, whichever is the lesser. Interest is at the Official Cash Rate calculated on a daily basis, non-compounding. If a deed of settlement is not signed within the two year period specified, the Crown will extend the period during which interest will continue to be paid for a reasonable period, if it is reasonable to do so, taking into account all of the circumstances, including the negotiations to date.
45. The Crown also offers to make an on-account payment of \$20 million at the time of signing the Deed of Settlement. If, for any reason, the settlement does not proceed to enactment, the Crown will take the on-account payment into consideration in any future settlement.

### *Property Related Redress*

46. The Crown also offers the following commercial property redress (as outlined in the High-Level Agreement One and summarised in Table 3):
  - a. the gifting of (in addition to the \$110 million) 5 properties from the Office of Treaty Settlements' Landbank, and Manutahi Forest (administered by the Ministry of Agriculture and Forestry);
  - b. the opportunity to purchase licensed Crown forest land - Ruatoria (Ruatorea) and Tokomaru Forests, (approximately 25,000 hectares), with associated accumulated rentals and New Zealand Units (as referred to in paragraph 47 below);
  - c. a right of first refusal over Housing New Zealand Corporation properties within the Ngāti Porou rohe/area of interest (if the Housing New Zealand Corporation chooses to dispose of them); and
  - d. the opportunity to purchase a total of 21 schools (land only) for leasing back to the Crown.
47. The Climate Change Response Act 2002 provides that New Zealand Units (NZUs) are allocated to eligible land that is Crown Forest Licensed land on the date the allocation plan is issued. The Crown will transfer to the Ngāti Porou PSGE the NZUs associated with the Crown Forest Licensed Land purchased by the Ngāti Porou PSGE.

48. In addition the Crown offers:

- a. the opportunity to purchase a total of 5 Police properties, for leasing back to the Crown (Table 3);
- b. a right of first refusal over the New Zealand Defence Force Sponge Bay Rifle Range, specified Ministry of Education properties, a Ministry of Justice property, a Department of Corrections property and specified Police properties (Table 3); and
- c. a commitment that, if the Gisborne District Council reconsiders its position in respect of Tauwhareparae Farm prior to the initialling of the Deed of Settlement, the Crown will work with Ngāti Porou to purchase the property according to the terms set out in the October 2008 High Level Agreement.

**Table 3: Commercial properties**

<b>Property</b>	<b>Address</b>	<b>Administering Department/Agency</b>
<b>Gifted Properties (Landbank and Manutahi Forest)</b>		
3 Bedroom House	58 Wainui Road, Gisborne	Office of Treaty Settlements
Ex Te Araroa Post Office	Rata St/Moana Parade, Te Araroa	Office of Treaty Settlements
Bare Residential Land	Whakarua Park Road, Ruatoria	Office of Treaty Settlements
Former Whakaangi School and School House	Whakaangi Road	Office of Treaty Settlements
Hoia Station	SH 35 - Hicks Bay	Office of Treaty Settlements
Manutahi Forest	Manutahi Forest, near Ruatoria	Ministry of Agriculture and Forestry
<b>Sale and Purchase</b>		
Ruatoria Forest / Crown Forestry Licences	Te Araroa Road, Ruatoria	Land Information New Zealand
Tokomaru Forest / Crown Forestry Licences	Waiapu Road SH 35 Tokomaru	Land Information New Zealand
<b>Sale and Leaseback</b>		
New Zealand Police House	27 Tuparoa Road Ruatoria	New Zealand Police
Ruatoria Police Station	191-193 Mangakino-Waiomatatini Road, Ruatoria	New Zealand Police

NZ Police House	205 Mangakino-Waiomatatini Road, Ruatoria	New Zealand Police
NZ Police House	111 Mangakino-Waiomatatini Road, Ruatoria	New Zealand Police
NZ Police House	19 Marian Drive, Kaiti	New Zealand Police
Ngata Memorial College	1 College Rd, North	Ministry of Education
Tolaga Bay Area School	Resolution St	Ministry of Education
Te Waha O Rerekohu Area School	3 Arawhena St	Ministry of Education
Hiruharama School	45 Hiruharama Rd	Ministry of Education
Kaiti School	517 Wainui Road	Ministry of Education
Makarika School	17 School Road	Ministry of Education
Potaka School	State Highway 35	Ministry of Education
TKKM o Tapere-Nui-A-Whatonga	Tikitiki-Rangitukia Road	Ministry of Education
Te Puia Springs School	McKenzie Street	Ministry of Education
Tikitiki School	33 Rangitukia Road	Ministry of Education
Hatea-A-Rangi	Rimuroa Street	Ministry of Education
Waikirikiri School	Pickering Street	Ministry of Education
Waimata Valley School	Waimata Valley Road	Ministry of Education
Wainui Beach School	56 Wairere Road	Ministry of Education
TKKM o Waipiro	554 Waipiro Bay Road	Ministry of Education
Whangara School	44 Pa Road	Ministry of Education
TKKM o Kawakawa mai Tawhit	22 Wharf Road	Ministry of Education
TKKM o Te Waiu o Ngāti Porou	13 Tuparoa Road	Ministry of Education
Ilminster Intermediate	De Lautour Road	Ministry of Education
Te Wharau School (Gisborne)	Graham Road	Ministry of Education
TKKM o Mangatuna	1175 Waiapu Road, State Highway 35	Ministry of Education

<b>Right of First Refusal</b>		
Sponge Bay Rifle Range	Sponge Bay/Wainui Roads, Gisborne.	New Zealand Defence Force
Ruatoria Hearing Centre	Hekiera Road, Ruatoria	Ministry of Justice
Community Work Centre	137 Waiomatatini Road, Ruatōria.	Department of Corrections
Tolaga Bay Police Station & Tied House	13 Monkhouse Street, Tolaga Bay	New Zealand Police
Te Araroa Police Station & Tied House	SH 35 - Tokomaru Bay	New Zealand Police
Tokomaru Bay Police Station & Tied House	Rata Street Te Araroa	New Zealand Police
RFR properties subject to confirmation by HNZA Corporation	TBC	Housing New Zealand

### **Post-Settlement Governance Entity**

49. Te Haeata have indicated to the Crown that subject to ratification by Ngāti Porou, they wish to re-structure the Rūnanga as a suitable post-settlement governance entity and to establish the new entity through private legislation. The Crown and Te Haeata will work together to ensure that the mana of the new entity rests with Ngāti Porou.
50. The Crown acknowledges that it is most important that this be Ngāti Porou's entity, created within the framework of the law by Ngāti Porou, for Ngāti Porou.

## Appendix 2: Definitions, Terms and Conditions

### Definitions

1.1 Key terms used in this letter of agreement are defined as follows:

*Crown* means:

- (a) the Sovereign in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
  - (i) an Office of Parliament; or
  - (ii) a Crown Entity; or
  - (iii) a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986;

*cultural redress* means the redress provided within this letter of agreement intended to meet the cultural rather than economic interests of Ngāti Porou in the settlement of their historical claims;

*deed of settlement* means the deed of settlement that would be entered into between the Crown and Ngāti Porou setting out the full detail of the final settlement of the historical claims;

*historical claims* means all historical Treaty of Waitangi claims by any member of Ngāti Porou, or any representative entity of Ngāti Porou, to be defined in the deed of settlement;

*Ngāti Porou* means the groups (and individual members of those groups) represented by Te Haeata, negotiating on behalf of Te Rūnanga o Ngāti Porou, whose historical claims will be settled as a result of the deed of settlement;

*post settlement governance entity* means the entity to be established and ratified by Ngāti Porou to receive and manage the settlement assets on behalf of Ngāti Porou;

*settlement legislation* means the Bill or Act, if the Bill is passed, to give effect to the deed of settlement;

*Te Haeata* means the subcommittee of Te Rūnanga o Ngāti Porou that has conducted negotiations on behalf of Te Rūnanga o Ngāti Porou; and

*Te Rūnanga o Ngāti Porou* means the mandated body recognised to represent Ngāti Porou in negotiations with the Crown.

## 2 Terms and conditions

- 2.1 This letter contains only a summary of the Crown's redress offer to Ngāti Porou, and is subject to the terms and conditions set out in this agreement, including as set out below. The details of the redress will be negotiated and developed further by the parties in preparation for the signing of a deed of settlement.
- 2.2 This letter, once signed by the parties, will reflect agreement in principle between the parties. It will not be legally binding and does not create legal relations between the parties.
- 2.3 Unless otherwise provided for in this agreement, the conditions that have applied in agreements in principle for recent Treaty settlements (for example, Ngāti Apa North Island and Taranaki Whānui ki te Upoko o Te Ika) will apply to this agreement.
- 2.4 The deed of settlement will include provisions relating (but not limited) to:
- (a) the claimant definition for Ngāti Porou;
  - (b) the definition of the historical claims to be settled by the deed of settlement;
  - (c) acknowledgements concerning the settlement and the redress to be provided;
  - (d) acknowledgements concerning the settlement and its finality;
  - (e) removal of statutory protections and land banking arrangements; and
  - (f) taxation.
- 2.5 The offer contained in this agreement is made on a without prejudice basis, and:
- (a) is not to be used as evidence in any proceedings before, or presented to, the courts, the Waitangi Tribunal and any other judicial body or tribunal unless agreed by the parties; and
  - (b) does not affect the basis of negotiation between Ngāti Porou and the Crown.
- 2.6 This agreement, the first and second high level agreements and the deed of settlement (as appropriate) will be subject to the following conditions:

### ***Overlapping interests***

- (a) all elements of the settlement redress remain subject to the Crown confirming that overlapping interests of other claimant groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;



### ***Cabinet agreement***

- (b) Cabinet agreeing to the settlement and the redress to be provided to Ngāti Porou;

### ***Ratification***

- (c) Te Rūnanga o Ngāti Porou obtaining, before the deed of settlement is signed, a mandate from their constituents through a process agreed by Te Rūnanga o Ngāti Porou and the Crown authorising them to:
  - (i) enter into the deed of settlement on behalf of Ngāti Porou; and
  - (ii) in particular, settle the historical claims on the terms provided in the deed of settlement;

### ***Post settlement governance entity***

- (d) the establishment of a post settlement governance entity through private legislation to be considered by Parliament contemporaneously with the settlement legislation that the Crown is satisfied:
  - (i) will be an appropriate entity to receive the settlement redress;
  - (ii) has been ratified by Ngāti Porou through a process agreed by Te Rūnanga o Ngāti Porou and the Crown) as appropriate to receive that redress; and
  - (iii) has a structure that provides for:
    - A. representation of Ngāti Porou;
    - B. transparent decision-making and dispute resolution processes; and
    - C. full accountability to Ngāti Porou; and
- (e) the post settlement governance entity signing a deed of covenant which includes, amongst other things, a commitment to be bound by the terms of the deed of settlement;

### ***Settlement legislation***

- (f) the passing of settlement legislation to give effect to parts of the settlement. The Crown will propose settlement legislation for introduction into Parliament contemporaneously with the introduction of private legislation for the creation of a post settlement governance entity; and
- (g) Ngāti Porou supporting the passage of the settlement legislation.

### ***Conditions relating to cultural redress***

- 2.7 The cultural redress package within this category is based on factors such as the nature and extent of claims, the redress sought by Te Haeata on behalf of Ngāti Porou and the instruments available to the Crown. Certain cultural redress instruments are designed to recognise the cultural interests of Ngāti Porou.
- 2.8 Some key components being provided in this offer are unique to this claim and have arisen from the aspirations of Ngāti Porou as articulated by Te Haeata to the Crown during these negotiations.
- 2.9 All items of cultural redress are subject to the following being resolved before a deed of settlement is signed:
- (a) the Crown confirming that any overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
  - (b) any other conditions set out below relating to specific items of cultural redress.
- 2.10 Unless otherwise specified, the value of the cultural redress is not off-set against the financial and commercial redress amount.

### ***Specific conditions for vesting or transfer of properties***

- 2.11 The vesting or transfer of properties will be subject to:
- (a) further identification and survey of sites where appropriate;
  - (b) the exclusion of sites (or part thereof) that are public foreshore and seabed (as defined in the Foreshore and Seabed Act 2004);
  - (c) the agreement of the Minister or chief executive of the land holding agency (as appropriate) that the property is available for vesting or transfer;
  - (d) any specific conditions and encumbrances, or terms of transfer applicable to any specific property;
  - (e) any other express provisions relating to specific properties that are included in this agreement, the first high level agreement or the deed of settlement;
  - (f) any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be vested or transferred, either existing at the date the deed of settlement is signed, or which are identified in the disclosure information to be provided to Ngāti Porou as rights or encumbrances to be created;
  - (g) the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires, except as expressly provided;

- (h) the reservation of Crown-owned minerals under sections 10 and 11 of the Crown Minerals Act 1991;
- (i) any other specific provisions that are included in the deed of settlement; and
- (j) confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act 1981, exist in relation to the property, and confirmation that any other statutory provisions which must be complied with before the property can be transferred have been duly considered and are able to be complied with.

2.12 Following the signing of this agreement, the Crown will prepare disclosure information in relation to each property to be vested or transferred, and will provide such information to Ngāti Porou. If any properties are unavailable for vesting or transfer, the Crown has no obligation to substitute such properties with other properties but, in good faith, will consider alternative redress options.