

TERMS OF NEGOTIATION BETWEEN THE CROWN AND TE RŪNANGA O NGĀTI POROU

1 Parties to these Terms of Negotiation

- 1.1 The parties to these Terms of Negotiation are the Crown (as defined in **clause 6.1**) and Te Rūnanga o Ngāti Porou, on behalf of the hapū of Ngāti Porou (as defined in **clause 5.1**).

2 Purpose of these Terms of Negotiation

- 2.1 These Terms of Negotiation:

- 2.1.1 set out the scope, objective, and general procedures for the negotiations the parties will conduct in order to:
- (a) discuss the nature and extent of the Interests of Ngāti Porou (as defined in **clause 7.1**) in the Foreshore and Seabed (as defined in **clause 4.1**); and
 - (b) agree how the Interests of Ngāti Porou in the Foreshore and Seabed will be recognised.
- 2.1.2 record the stated intentions of the parties, including the intention to negotiate in good faith, confidentially, and without prejudice; and
- 2.1.3 are not legally binding and do not create a legal relationship.

3 Objective of the Negotiations

- 3.1 The parties agree that the objective of the negotiations will be to reach a comprehensive and final agreement which will:
- 3.1.1 recognise and protect the Interests of Ngāti Porou in the Foreshore and Seabed;
 - 3.1.2 provide legal mechanisms to give expression to the Interests of Ngāti Porou in the Foreshore and Seabed;
 - 3.1.3 recognise that the Crown has a responsibility in respect of public access to, and a role in regulating, the foreshore and seabed; and
 - 3.1.4 provide certainty about the use and administration of the Foreshore and Seabed.

4 Foreshore and Seabed

- 4.1 For the purposes of these Terms of Negotiation, Foreshore and Seabed:
- 4.1.1 means the marine area that is bounded:
 - (a) on the landward side by the high water line at mean high water spring tides; and
 - (b) on the seaward side by the outer limits of the territorial sea; and

- 4.1.2 runs from Potikirua to Te Toka a Taiau; and
 - 4.1.3 includes the beds of rivers that are part of the coastal marine area (within the meaning of the Resource Management Act 1991); and
 - 4.1.4 includes the air space and the water space above the areas described in **clauses 4.1.1** and **4.1.3**; and
 - 4.1.5 includes the subsoil, bedrock, and other matters below the areas described in **clauses 4.1.1** and **4.1.3**; but
 - 4.1.6 does not include any land that is subject to a specified freehold interest.
- 4.2 **Clause 4.1.2** will be described in more detail in any agreement reached between the parties.

5 Definition of Ngāti Porou

5.1 Ngāti Porou

- 5.1.1 is ngā uri o ngā hapū o Ngāti Porou mai Potikirua ki te Toka a Taiau (the descendants of the Ngāti Porou hapū that occupy the area between Potikirua and Te Toka a Taiau); and
- 5.1.2 includes, and comprises persons who descend from one or more of, the following hapū:

Ngāti Oneone	Te Whānau a Mahaki
Ngāti Konohi	Te Whānau a Uruhonea
Te Aitanga a Hauiti	Te Whānau a Hineauta
Ngāti Kahukuranui	Te Whānau a Rakaimataura
Ngāti Hau	Te Whānau a Te Uruahi
Ngāti Wakarara	Ngāti Putaanga
Ngāti Ira	Te Whānau a Tapuhi
Ngāti Patu Whare	Te Whānau a Takimoana
Te Whānau a Ruataupare ki Tokomaru	Te Whānau a Hinepare
Te Whānau a Te Aotawarirangi	Ngāti Nua
Te Whānau a Iritekura	Ngāi Tane
Te Whānau a Te Haemata	Ngāi Tutekohi
Te Whānau a Rakairoa	Ngāti Hokopu
Te Aitanga a Mate	Te Whānau a Rerewa
Te Aowera	Te Whānau a Hunaara
Te Whānau a Hinekehu	Te Whānau a Hinerupe
Ngāti Uepohatu	Te Whānau a Hinetapora
Te Whānau a Umuariki	Ngāti Tuere
Ngāi Tangihaere	Ngāi Tamakoro
Ngāti Rangi	Ngāti Kahu
Te Whānau a Karuai	Te Whānau a Tuwhakairiora
Ngāti Horowai	Te Whānau a Te Aotaki
Te Whānau a Pokai	Te Whānau a Tapaeururangi
Te Whānau a Rakaihoea	Te Whānau a Tinatoka
Te Whānau a Ruataupare ki Tuparoa	Te Whānau a Te Rangipureora
Ngāi Taharora	

- 5.2 The definition of Ngāti Porou may be developed further over the course of the negotiations for inclusion in any agreement reached between the parties.

6 Definition of the Crown

6.1 The Crown:

- 6.1.1 means Her Majesty the Queen in right of New Zealand; and
- 6.1.2 includes all Ministers of the Crown and all government departments; but
- 6.1.3 does not include:
- (a) an Office of Parliament; or
 - (b) a Crown entity; or
 - (c) a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

7 Interests of Ngāti Porou

- 7.1 For the purposes of these Terms of Negotiation, Ngāti Porou maintains its legal ownership interests in the takutaimoana in accordance with tikanga, common law and statute.
- 7.2 For the purposes of these Terms of Negotiation, Interests of Ngāti Porou includes:
- 7.2.1 any ancestral connections with the Foreshore and Seabed;
 - 7.2.2 any territorial customary rights (as defined in clause 28 of the Foreshore and Seabed Bill 2004) in the Foreshore and Seabed; and
 - 7.2.3 any other customary rights in the Foreshore and Seabed.

8 Interests of the Crown

- 8.1 For the purposes of these Terms of Negotiation, the Crown maintains its legal ownership interests in the foreshore and seabed described in **clauses 4.1.1, 4.1.3, 4.1.4 and 4.1.5**, including those set out in statute and those recognised by the common law.

9 Eligibility for Negotiations

- 9.1 The Crown has as a preliminary threshold for entering negotiations an assessment that a group demonstrates an interest in the Foreshore and Seabed that has endured since 1840.
- 9.2 The Crown's assessment takes into account, but is not limited to, consideration of the:
- 9.2.1 nature of the association of a group with the dry land contiguous to the Foreshore and Seabed. (Whether, for instance, there has been

continuous ownership and occupation of the dry land contiguous to the Foreshore and Seabed);

9.2.2 use and occupation of the Foreshore and Seabed by a group; and

9.2.3 degree to which use and occupation of the Foreshore and Seabed has been exercised exclusively by a group.

9.3 Te Rūnanga o Ngāti Porou agrees to provide the Crown with the evidence required for the assessment described in **clause 9.2** within three weeks of the signing of the Terms of Negotiation.

10 Joint Negotiations Process

10.1 Te Rūnanga o Ngāti Porou agrees to undertake negotiations with the Crown jointly with Te Rūnanga o Te Whānau, specifically Te Rūnanga o Ngāti Porou agrees to:

10.1.1 attend negotiations meetings with the Crown jointly with Te Rūnanga o Te Whānau; and

10.1.2 work with Te Rūnanga o Te Whānau through the issues that arise in the negotiations.

10.2 Te Rūnanga o Ngāti Porou and the Crown also recognise that by mutual agreement the negotiations may cease to be conducted jointly with Te Rūnanga o Te Whānau.

11 Stages of Negotiations Process

11.1 The parties agree that the general stages of the negotiations process will include, but will not necessarily be limited to:

Crown Offer Letter/Agreement in Principle

11.1.1 the provision of a Crown offer letter, or the signing of an Agreement in Principle, which will outline, in principle, the scope and nature of the agreement;

Initialed Deed of Agreement

11.1.2 the initialling of a Deed of Agreement by the parties. The Deed of Agreement will set out the precise terms and conditions of the agreement;

Ratification

11.1.3 the presentation of the Deed of Agreement to Ngāti Porou for ratification in a manner to be agreed by the parties;

Deed of Agreement Signed if Ratified

11.1.4 the signing of the Deed of Agreement by mandated signatories on behalf of Ngāti Porou and by a representative of the Crown. The Deed signing will only occur if the Crown is satisfied that Ngāti Porou has ratified the Deed of Agreement in accordance with the ratification requirements agreed by the parties;

Governance Entity or Entities Ratified

- 11.1.5 if necessary for the implementation of the agreement, the approval by the Crown, and the ratification by Ngāti Porou, of a governance entity or entities. The parties will discuss whether a governance entity or entities will be necessary during the negotiations. If a governance entity is necessary, the Crown may require that the ratification of the Deed of Agreement and the governance entity take place together; and

Implementing Legislation Passed

- 11.1.6 the passage of legislation if required. If legislation is required, the agreement will be effective once the legislation receives the Royal Assent.

12 Deed of Agreement is Binding

- 12.1 The parties acknowledge that these Terms of Negotiation do not bind any party to reach an agreement and that any agreement reached in negotiations is confidential, without prejudice, and will not be binding until embodied in an unconditional Deed of Agreement.

13 Removal of the Jurisdiction of the Courts

- 13.1 Subject to **clause 13.2**, the parties agree that the agreement will expressly prohibit Ngāti Porou from pursuing in the courts, the Waitangi Tribunal or any other judicial body, the recognition (in whole or in part) of those Foreshore and Seabed Interests already recognised in the Deed of Agreement or in any subsequent legislation.
- 13.2 The parties acknowledge that Ngāti Porou will retain the right to pursue the enforcement of the Deed of Agreement or any legislation required to implement the Deed including, without limitation, seeking judicial review of the implementation or interpretation of the terms of any Deed of Agreement or any legislation implementing the Deed.

14 Communication within Ngāti Porou

- 14.1 Te Rūnanga o Ngāti Porou agrees to undertake regular internal consultation throughout the negotiations in accordance with the process set out in the attached communications strategy (**Attachment A**).
- 14.2 Te Rūnanga o Ngāti Porou agrees to report regularly to the Crown on the steps taken to consult with or inform Ngāti Porou of the progress of the negotiations.
- 14.3 The Crown acknowledges that Te Rūnanga o Ngāti Porou has already undertaken the internal consultation recorded in **Attachment B**.

15 Representation

- 15.1 If representation issues arise during the negotiations that cannot be resolved by agreement within Ngāti Porou, the Crown will discuss with Te Rūnanga o Ngāti Porou a process to resolve those issues. The Crown will provide assistance as it considers appropriate.

16 Overlapping Interests

- 16.1 The parties agree that:
- 16.1.1 any overlapping interests will need to be addressed to the satisfaction of the parties before a Deed of Agreement can be concluded; and
 - 16.1.2 the Deed of Agreement may need to reflect the importance of an area or feature to other groups.
- 16.2 Te Rūnanga o Ngāti Porou will discuss its interests with any overlapping groups at an early stage in the negotiation process and establish a process by which they can reach agreement on how such interests can be managed.
- 16.3 The Crown may assist Te Rūnanga o Ngāti Porou as it considers appropriate and will carry out its own consultation with any overlapping groups.

17 Negotiation Funding

- 17.1 The parties acknowledge that the Crown has agreed to make a contribution to the negotiation costs of Te Rūnanga o Ngāti Porou of up to \$200,000, which will be paid in instalments of no more than \$50,000 for the achievement of four milestones in the negotiation process.
- 17.2 The parties agree that the four milestones for the release of negotiation funding will be the:
- 17.2.1 signing of the Terms of Negotiation;
 - 17.2.2 completion by Te Rūnanga o Ngāti Porou of its internal communications strategy;
 - 17.2.3 signing by the parties of an Agreement in Principle or the presentation of a Crown offer letter to Te Rūnanga o Ngāti Porou; and
 - 17.2.4 signing by the parties of a Deed of Agreement.
- 17.3 The parties agree that instalments of less than \$50,000 may be paid for some milestones, allowing more than one instalment to be paid within other milestones.
- 17.4 If the Crown so requests, before an instalment of negotiation funding is approved, Te Rūnanga o Ngāti Porou will provide the Crown with certified invoices that demonstrate that the previous instalment of negotiation funding was applied to negotiation expenses.

18 Waiver of Other Avenues of Action

- 18.1 The parties agree that the purpose of **clauses 18.2-18.8** is to ensure that, as far as reasonably possible, the status quo in respect of the ownership and management of the Foreshore and Seabed is not prejudiced during the negotiations.
- 18.2 Te Rūnanga o Ngāti Porou agrees that during these negotiations it will not initiate, before any court or tribunal, any proceedings against the Crown covering all or part of the same subject matter as these negotiations.
- 18.3 The Crown acknowledges that Te Rūnanga o Ngāti Porou may initiate proceedings against parties other than the Crown to protect its interests in the foreshore and seabed. Te Rūnanga o Ngāti Porou agrees to advise the Crown if any such proceedings are initiated.
- 18.4 The Crown acknowledges that Te Rūnanga o Ngāti Porou will remain a party to the following existing proceedings against the Crown:
- 18.4.1 the Waitangi Tribunal's East Coast Inquiry (Wai 900); and
- 18.4.2 the Māori Land Court application by Te Rūnanga o Ngāti Porou for the investigation of Māori customary land together with the associated applications brought by, and on behalf of, hapū of Ngāti Porou.
- 18.5 Te Rūnanga o Ngāti Porou agrees that, if any of the proceedings described in **clauses 18.3** and **18.4.1** progress to a substantive hearing, it will notify the Crown and the parties will consider whether negotiations should continue or cease.
- 18.6 Te Rūnanga o Ngāti Porou agrees not to take any steps to progress the application referred to in **clause 18.4.2** while the negotiations are in progress.
- 18.7 The Crown agrees to use best endeavours not to change the nature of its interest in the Foreshore and Seabed, except so far as affected by the Foreshore and Seabed Bill 2004.
- 18.8 Te Rūnanga o Ngāti Porou acknowledges that the General Manager of the Public Law Group of the Ministry of Justice and the Director of the Foreshore and Seabed Group of the Department of Prime Minister and Cabinet have written to the chief executives of the agencies listed in **Attachment C**. The letter requests that those agencies refrain, where possible, from taking actions during the negotiations which would significantly change the status quo in the Foreshore and Seabed. A copy of the standard letter is attached as **Attachment D**.

19 Procedural Matters

- 19.1 The parties agree that:
- 19.1.1 negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
- 19.1.2 negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties

is necessary) or when the Crown is required to release information under the Official Information Act 1982;

19.1.3 media statements concerning the negotiations will only be made when agreed by all parties; and

19.1.4 the location, times and frequency of meetings will be suitable and convenient to all parties.

20 Amendments

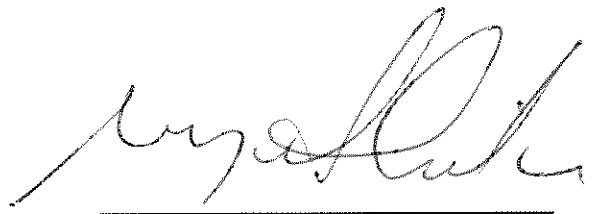
20.1 The parties acknowledge that it may be necessary to amend these Terms of Negotiation from time to time and agree that all amendments must be approved by all parties and recorded in writing.

SIGNED THIS 1st DAY OF November 2004

For and on behalf of the Crown:



Hon Dr Michael Cullen
Deputy Prime Minister



Hon Margaret Wilson
Associate Minister of Justice



Hon Parekura Horomia
Minister of Māori Affairs

For and on behalf of Ngāti Porou by Te Rūnanga o Ngāti Porou:



Authorised Signatory:



Printed Name:

Apirana Tuhaa Mahika Rakamataura
Hineaita
Umuariki
Hinerupe
Atanga-a-Mate

Authorised Signatory: Koro/KM Dewes
Printed Name: KAPUNGA [KORO] MATEMOANA DEWES
Role One Trustee of Te Whanau o Ngati Koro.

Authorised Signatory: Piki Ruatapu
Printed Name: TATE PUKAIRANGI ROKE 3.

Authorised Signatory: William Roderick Irwin (Trustee)
Printed Name: WILLIAM RODERICK IRWIN (ROKE 4)
(Ngati One One - Ngati Koro - Te Atanga a Mate)

Authorised Signatory: William Roderick Irwin (Trustee)
Printed Name: WILLIAM RODERICK IRWIN (ROKE 4)

Authorised Signatory: N. Raihanis Ruatapu
Printed Name: NOLAN RAIHANIA.

Authorised Signatory: Monore Chesley (Te Whanau a Te Ataki
Printed Name: MONORE CHESLEY (Te Whanau o Te Whakaurora)

Authorised Signatory: Mohoroa Haapu (Te Whanau o
Printed Name: Mohoroa Haapu (Ngati Koro) Tutetahi)

Authorised Signatory: Andreaere Haukauru (Te Whanau a Te Whakaurora)
Printed Name: Andreaere Haukauru
(Chief Executive Officer)

Authorised Signatory: T. Ngaminu Te Atanga A Mate
Printed Name: Taina Ngaminu.

HE MEA TAUTOKO NĀ:
SUPPORTED BY:

NAME:

HAPŪ:

Manuhou Moana M Moana

Whanau a Toki Moana

(Mano) of Raroa

Ngati Pohai

Ahipere Reihana

Ngati Koko Ngaitane

Katia Alshof

Ngati Paluwea Hawiti

Patricia Kaitiaki

Ngati Raukawa Te Kiri O Waiapu

Pete J. Neave

Te Atanga a Mate

Marehu Te Mero

Ngati Pohai - Pohatu

Tunganeke Te Mero Maitopu

Hine Rata - Ngati Tui

David Henare Korikeri

Ngati Whakarara Ngati Hau

Chrysostou Jov

Te Whanau Taniwhana

Krista Walker

Te Whanau a Hekeheke

Harata Bennett Kiri Kiri

Ngati Raua - Araua

Richard Bay Johnston

Ngati Raua

Maana Johnston

Ngati Raua

SELWYN PARATA Mero

Te Atanga a Mate Ngati Horowhaki

Te Whanau a Rakaua

ATTACHMENT A

NGĀTI POROU COMMUNICATIONS STRATEGY POST TERMS OF NEGOTIATION

Information Hui

October 2004 - Information/consultation hui with the 14 Ngāti Porou *taura here* and within the rohe of Ngāti Porou.

Post Agreement in Principle – Information/consultation hui with clusters of Ngāti Porou *taura here* held in central locations around New Zealand so as to enable *taura here* from the surrounding areas to attend.

Information/consultation hui within the rohe of Ngāti Porou.

Website

Information explaining the Ngāti Porou position, advising of the proposed information/consultation hui and setting out the negotiation process will be posted on either the Te Rūnanga o Ngāti Porou website or on a specially dedicated Ngāti Porou foreshore and seabed website. Details of this website will be publicised and information on the website will be reviewed and updated from time to time.

Newsletters

Information identical to the information to be posted on the internet will be circulated in newsletters. The principal vehicle for this will be the ***Nati Link*** newsletter that is circulated by Te Rūnanga o Ngāti Porou. However, other publications and newsletters will also be used for the distribution of information to Ngāti Porou.

Other Reporting

Te Rūnanga o Ngāti Porou will continue to discuss foreshore and seabed issues with members of Ngāti Porou on an ad hoc basis at hui-a-iwi, hui-a-hapū and *taura here* hui, as and when the opportunity arises.

ATTACHMENT B

NGĀTI POROU TAKUTAI MOANA – SCHEDULE OF HUI 2003-2004¹

Sunday 24 August 2003 Pakirikiri Marae	Ngāti Porou Hui a Iwi to discuss foreshore and seabed issue and Crown's initial proposals
Sunday 31 August 2003 Hiruharama Marae	Ngāti Porou Takutai Moana Working Party
Thursday 4 September 2003 Whangara Marae	Presentation by Te Rūnanga o Ngāti Porou delegation to Crown Consultation hui
Sunday 14 September 2003 Ohinewaiapu Marae	Ngāti Porou Takutai Moana Working Party hui ²
Sunday 28 September 2003 Porourangi Marae	Hapū/Marae Hui for the hapū associated with Porourangi, Kakariki, Te Horo and Tikapa marae
Sunday 12 October 2003 Whareponga Marae	Te Aitanga a Mate Hui-a-Hapū
Thursday 30 October 2003 Audio Conference	Teleconference convened by Te Rūnanga o Ngāti Porou Chairman with Hapū and Waitangi Tribunal claimant reps to discuss Ngāti Porou approach to urgent Tribunal hearing ³
Tuesday 4 November 2003 Pakirikiri Marae	Ngāti Porou Hui-a-Iwi to further discuss the Crown proposals and the urgent Waitangi Tribunal hearing
Sunday 16 November 2003 Te Kura Kaupapa Maori o Te Waiu o Ngāti Porou	Hui of Ngāti Porou Hapū and Waitangi Tribunal claimant reps to discuss preparation for Waitangi Tribunal claim
Friday 5 December 2003	Ngāti Porou hapū reps and negotiation team meet with Hon Dr Michael Cullen, Hon Parekura Horomia and officials
Monday 5 January 2004 Ohinewaiapu Marae	Presentation on behalf of Te Rūnanga o Ngāti Porou at Marae wananga/hui
Wednesday 7 January 2004	Presentation on behalf of Te Rūnanga o Ngāti Porou at

¹ This schedule sets out the various hui that were either convened by Te Rūnanga o Ngāti Porou or attended by Rūnanga representatives to discuss the foreshore and seabed issue and the proposals for dealing with that issue.

² The Takutai Moana working party comprises representatives appointed by the various Ngāti Porou hapū and marae. The working party was convened by Te Rūnanga o Ngāti Porou to: enable discussion regarding the foreshore and seabed; develop a collective approach to foreshore and seabed issues; and identify ways in which those issues should be addressed.

³ Those in attendance at the teleconference included representatives of the various Ngāti Porou claimant groups that had initially participated in the urgent foreshore and seabed judicial conferences before the Waitangi Tribunal.

Te Horo Marae	Marae wananga/hui
Sunday 11 January 2004 Auckland	Taura Here Hui, Ngāti Porou ki Tamaki Makaurau
Monday 12 January 2004 Audio conference	Teleconference convened by Te Rūnanga o Ngāti Porou Chairman with Hapū and Waitangi Tribunal reps to discuss Ngāti Porou withdrawal from the urgent hearing before the Waitangi Tribunal
Monday 26 January 2004 Gisborne Hotel	Ngāti Porou Hapū reps and negotiation team meet with Hon Dr Michael Cullen, Hon Parekura Horomia and officials
Sunday 8 February 2004 Waikato University	Te Rūnanga o Ngāti Porou presentation to Taura Here hui, Ngāti Porou ki Kirikiriroa
Sunday 22 February 2004 Whareponga Marae	Ngāti Porou Hui a lwi to discuss foreshore and seabed issues and further proposals for advancing matters with the Crown
Monday 15 March 2004 Audio conference	Teleconference convened by Te Rūnanga o Ngāti Porou Chairman with Hapū reps
Sunday 28 March 2004 St John's Theological College	Te Rūnanga o Ngāti Porou presentation to Taura Here hui, Ngāti Porou ki Tamaki Makaurau
Sunday 23 May 2004 Pakirikiri Marae	Te Rūnanga o Ngāti Porou Presentation to Te Whanau a Ruataupare and Te Aotawarirangi hapū representatives regarding progress with discussion with Crown
Friday 2 April 2004 TPK, Gisborne	Hapū reps meeting with Hon Parekura Horomia and John Tamihere to discuss foreshore and seabed proposals
Sunday 4 April 2004 Whareponga Marae	Marae/Hapū Hui
Sunday 13 June 2004 Matahi o Te Tau Marae Rahui Marae Hiruharama Marae	Te Rūnanga o Ngāti Porou presentations regarding progress with discussions with Crown at Marae/Hapū cluster hui with: <ul style="list-style-type: none"> ▪ Matakaoa ▪ Te Riu o Waiapu ▪ Te Aitanga a Mate

Saturday 26 June Te Horo Marae	Marae/Hapū Hui
Sunday 27 June 2004 Whareponga Marae	Marae/Hapū Hui
Monday 28 June 2004 Hinemaurea ki Wharekahika Marae	Marae/Hapū Hui
Tuesday 29 June 2004 Mangarua (Te Heopera) Marae	Marae/Hapū Hui
Sunday 4 July 2004 Pakirikiri Marae	Ngāti Porou Hui a Iwi to update on progress with discussions with Crown and other developments concerning the foreshore and seabed
Sunday 15 August 2004 Palmerston North	Taura Here Hui, Ngāti Porou ki Papaioea
Friday 20 August 2004 Gisborne	Hapū reps Meeting with Hon Dr Michael Cullen to discuss progress with foreshore and seabed discussions
Saturday 28 August 2004 Hamilton	Taura Here Hui, Ngāti Porou ki Kirikirroa
Sunday 29 August 2004 Auckland	Taura Here Hui, Ngāti Porou ki Tamaki Makaurau
Saturday 4 September 2004 Whanganui	Taura Here Hui, Ngāti Porou ki Wanganui
Tuesday 7 September 2004 Wellington	Ngāti Porou presentation on Foreshore and Seabed Bill to Select Committee

ATTACHMENT C

LIST OF AGENCIES SENT THE LETTER SET OUT IN ATTACHMENT D

Department of Conservation
Department of Internal Affairs
Environment Bay of Plenty
Gisborne District Council
Gisborne Port Company
Maritime Safety Authority
Ministry of Agriculture and Forestry
Ministry of Economic Development
Ministry for the Environment
Ministry of Defence
Ministry of Fisheries
Ministry of Social Development
Ministry of Transport
National Institute of Water and Atmospheric Research (NIWA)
Opotiki District Council
Te Puni Kokiri
Transit New Zealand

ATTACHMENT D

LETTER TO AGENCIES

<<date>>

<<Name>>

<<Title>>

<<Agency>>

<<Address>>

<<Address>>

Tēnā koe

FORESHORE AND SEABED NEGOTIATIONS BETWEEN THE CROWN AND NGĀTI POROU AND TE WHĀNAU-A-APANUI

The government will be conducting negotiations with Te Rūnanga o Ngāti Porou (on behalf of the hapū of Ngāti Porou) and Te Rūnanga o Te Whānau (on behalf of the hapū of Te Whānau-a-Apanui) to determine how their interests in the foreshore and seabed within their traditional rohe will be recognised. These negotiations are consistent with the government's policy as set out in the Foreshore and Seabed Bill 2004. Among other measures, the Bill provides for the Crown to enter into agreements with Māori groups to recognise their interests in the foreshore and seabed.

Terms of Negotiation

The first step in the negotiations process will be the signing of Terms of Negotiation ("the Terms") with each iwi. The Terms set out the scope, objectives and general procedures for the negotiations and mark the beginning of the substantive negotiations. The Crown, Te Rūnanga o Ngāti Porou and Te Rūnanga o Te Whānau anticipate that Terms will be signed shortly.

Agreements in Principle

The second step in the negotiations will be the signing of an Agreement in Principle, or a similar document, with each iwi. An Agreement in Principle outlines, in principle, the scope and nature of an agreement. The government has accorded a high priority to the negotiations and is aiming to reach Agreements in Principle with Ngāti Porou and Te Whānau-a-Apanui by the end of November. As negotiations progress on the content of the Agreements in Principle, we will liaise with your agency where appropriate.

Deeds of Agreement

It is anticipated that Deeds of Agreement, setting out the precise terms and conditions of the agreements, will be presented to the people of Ngāti Porou and Te Whānau-a-Apanui for ratification before the middle of next year. If the Deeds are ratified, they will be signed and, if necessary, legislation will be passed to give them effect.

Preserving the Status Quo in the Foreshore and Seabed during Negotiations

In the government's recent discussions with Te Rūnanga o Ngāti Porou and Te Rūnanga o Te Whānau on the Terms, the iwi requested that the government agree not to change the nature of its interests in the foreshore and seabed before an agreement is reached. Ngāti Porou and Te Whānau-a-Apanui wish to ensure that the government does not undermine its ability to fully recognise their interests in the foreshore and seabed.

To address this concern, the government agreed to write to all agencies that can affect the foreshore and seabed under statute to request that those agencies refrain, where possible, from taking actions which would significantly change the status quo in the foreshore and seabed in the traditional rohe of Ngāti Porou and Te Whānau-a-Apanui while the negotiations are in progress.

The coastal rohe of Ngāti Porou runs from Potikirua to Te Toka a Taiau. The coastal rohe of Te Whānau-a-Apanui runs from Potikirua to Te Taumata o Apanui. Please refer to the attached maps. Te Rūnanga o Te Whānau also considers that Te Whānau-a-Apanui has non-exclusive interests in certain areas of White Island.

Request for Advance Notice of Actions that May Affect Foreshore and Seabed

Your agency carries out functions that can affect the foreshore and seabed. We appreciate that where you are operating under statutory authority you must continue to do so. We request, however, that you give the government advance notice of any action or inaction that may affect the ability of the government to provide for the interests of Ngāti Porou and Te Whānau-a-Apanui in the foreshore and seabed. For agencies responsible for consents under the Resource Management Act, we would like the Government to be treated as an affected party for all consent notifications in the foreshore and seabed area.

The Crown Negotiating Team

The negotiations are being led by the Ministry of Justice with support from the Department of Prime Minister and Cabinet. If you have any questions or concerns as a result of this letter, please contact Paul James, General Manager Public Law at the Ministry of Justice (04-494-9785).

Providing certainty for the ownership, use, regulation and access to the foreshore and seabed is a key government goal. Successful negotiations with Ngāti Porou and Te Whānau-a-Apanui will go some way to achieving this goal. We would, therefore, greatly appreciate your cooperation with the request outlined above.

Yours sincerely

Paul James
General Manager, Public Law
Ministry of Justice

Parekawhia McLean
Director, Foreshore and Seabed Group
Department of Prime Minister and Cabinet



Coastal Rohe of Ngāti Porou
That portion of the coastal marine area between
Potikirua and Te Toka a Taiau.

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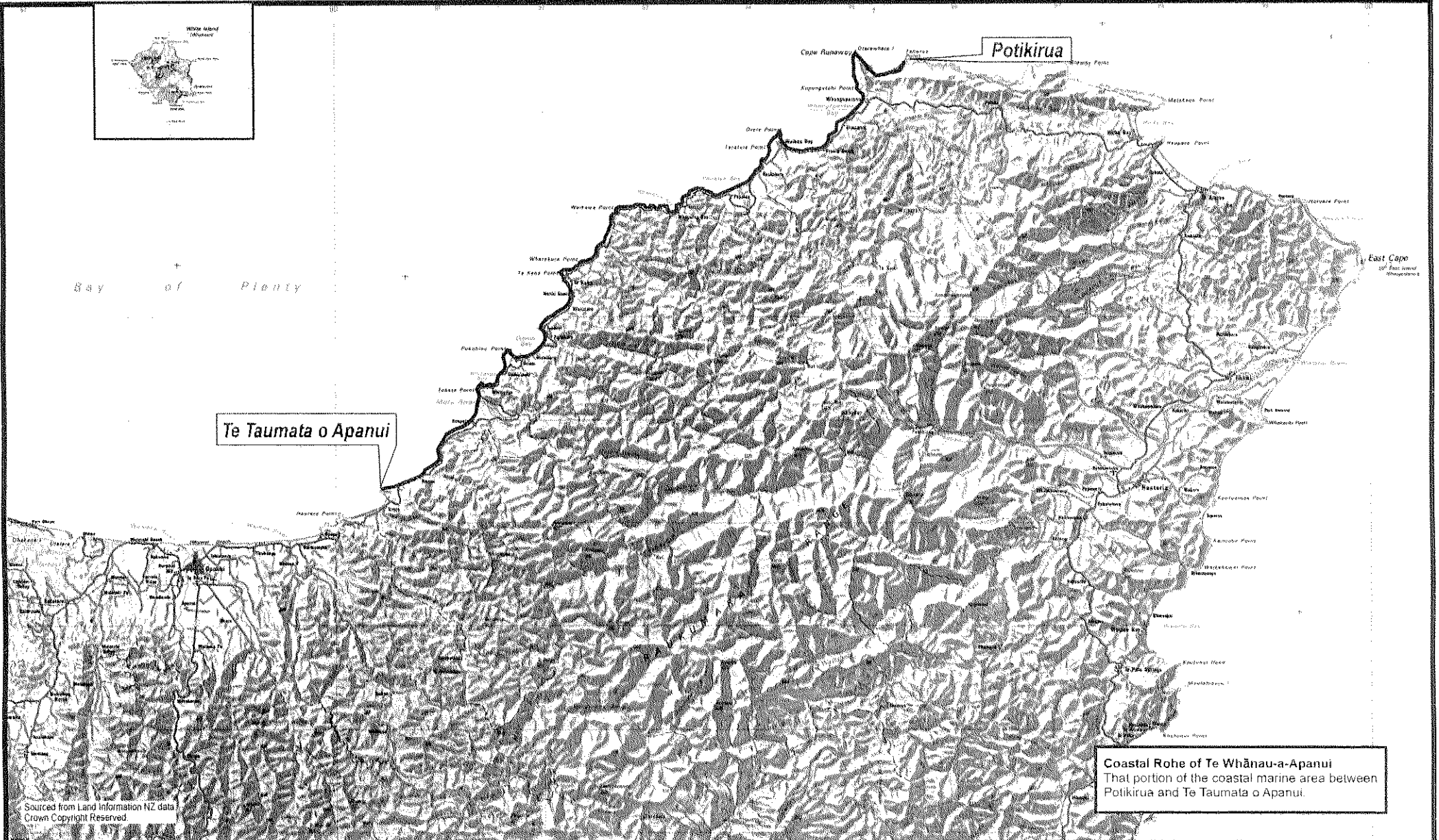
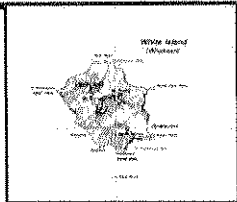


Gisborne Land District
Territorial authority :
Opotiki District and
Gisborne District

SKM

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Coastal Rohe of Ngāti Porou



Potikirua

Te Taumata o Apanui

Coastal Rohe of Te Whānau-a-Apanui
That portion of the coastal marine area between Potikirua and Te Taumata o Apanui.

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Gisborne Land District
Territorial authority :
Opotiki District



Coastal Rohe of Te Whānau-a-Apanui