

NGĀTI APA KI TE WAIPOUNAMU TRUST; and  
NGĀTI KOATA TRUST; and  
TE RŪNANGA O NGĀTI KUIA CHARITABLE TRUST; and  
NGĀTI RARUA IWI TRUST; and  
TE RŪNANGA A RANGITANE O WAIRAU; and  
NGĀTI TAMA MANAWHENUA KI TE TAU IHU TRUST; and  
TE RŪNANGA O TOA RANGATIRA INCORPORATED; and  
TE ATIAWA MANAWHENUA KI TE TAU IHU; and  
TE RŪNANGA O NGĀI TAHU; and  
HAURAKI MĀORI TRUST BOARD (as Trustee of the Pare Hauraki Fishing Trust)

and

HER MAJESTY THE QUEEN  
in right of New Zealand

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**Agreement in Principle**  
**for the Settlement of the Crown's Pre-Commencement Space**  
**Obligations under the Maori Commercial Aquaculture Claims**  
**Settlement Act 2004 for Te Wai Pounamu and the Coromandel**

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13 October 2008

## Parties

- 1 The parties to this Agreement in Principle (“Agreement”) are:
  - a. The Crown, as defined in clause 42 of this Agreement; and
  - b. Ngāti Apa Ki Te Waipounamu Trust representing Ngāti Apa ki te Waipounamu; and
  - c. Ngāti Koata Trust representing Ngāti Koata; and
  - d. Te Rūnanga o Ngāti Kuia Charitable Trust representing Ngāti Kuia; and
  - e. Ngāti Rarua Iwi Trust representing Ngāti Rarua; and
  - f. Te Rūnanga a Rangitane o Wairau representing Rangitane (Te Tau Ihu); and
  - g. Ngāti Tama Manawhenua ki Te Tau Ihu Trust representing Ngāti Tama (Te Tau Ihu); and
  - h. Te Rūnanga o Toa Rangatira Incorporated representing Ngāti Toa Rangatira; and
  - i. Te Atiawa Manawhenua ki Te Tau Ihu representing Te Atiawa (Te Tau Ihu); and
  - j. Te Rūnanga o Ngāi Tahu representing Ngāi Tahu; and
  - k. Hauraki Māori Trust Board (as Trustee of the Pare Hauraki Fishing Trust) representing the iwi of Hauraki referred to in Schedule 3 of the Māori Fisheries Act 2004.
- 2 For the purpose of this Agreement “Parties” means those parties set out in clause 1; and reference to “Iwi Parties” means those parties specified from clause 1b to 1k as a collective group.

## Background

- 3 During the late 1990s the Government sought to amend existing legislation and introduce new legislation relating to aquaculture management in the coastal marine area. The possibility of conflict between the principles of Te Tiriti o Waitangi / the Treaty of Waitangi and the proposed aquaculture reforms was raised in claims before the Waitangi Tribunal.
- 4 The Waitangi Tribunal considered that the proposed reforms would breach the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, as it found Māori have an interest in marine farming that forms part of a bundle of rights in the coastal marine area that represent a taonga protected by Te Tiriti o Waitangi / the Treaty of Waitangi (*Ahu Moana: The Aquaculture and Marine Farming Report*, WAI 953, Waitangi Tribunal Report 2002).
- 5 The Maori Commercial Aquaculture Claims Settlement Act 2004 (“the Settlement Act”) was a legislated response to give effect to the findings and recommendations of the Waitangi

Tribunal. The Settlement Act provides a full and final settlement of Māori claims to commercial aquaculture arising on or after 21 September 1992; and provides for the allocation and management of settlement assets relating to aquaculture.

- 6 The Settlement Act establishes the Crown's obligation to provide coastal iwi with the equivalent of 20% of the aquaculture space created between 21 September 1992 and 31 December 2004, including any space that was approved under the Marine Farming Act 1971 or Fisheries Act 1983 but issued after 1 January 2005 ("pre-commencement space").
- 7 The Settlement Act further provides that all settlement assets are to be transferred to Te Ohu Kai Moana Trustee Limited as trustee of the Māori Commercial Aquaculture Settlement Trust ("the Trustee"). The Trustee then allocates the settlement assets to Iwi Aquaculture Organisations within a particular region, or harbour, once all the iwi within a region have attained Iwi Aquaculture Organisation status and the settlement asset entitlements and allocations have been determined.
- 8 The Settlement Act provides the Crown with three methods of complying with its pre-commencement space obligations:
  - **New space method.** The Minister of Fisheries may gazette Orders in Council requiring regional councils and unitary authorities to identify and transfer authorisations to the Trustee for up to 20% of any new aquaculture space created from 1 January 2005;
  - **Purchase marine farm method.** The Crown can purchase marine farms from 1 January 2008 and transfer the coastal permits associated with these farms to the Trustee;
  - **Financial equivalent method.** Where the necessary space has not been provided to the Trustee under the other methods, the Crown can pay the financial equivalent from 1 January 2013.
- 9 The Settlement Act does not require the Crown at any particular time to comply with these methods in any particular way or combinations of ways. The Crown must use its best endeavours to comply with its pre-commencement space obligations by 31 December 2014.
- 10 Settlement assets will be allocated on a region-by-region basis, based around the regions of regional councils and unitary authorities. The exceptions are those harbours identified in Schedule 2 of the Settlement Act.
- 11 Each of the Iwi Parties is a Mandated Iwi Organisation under the Māori Fisheries Act 2004 and an Iwi Aquaculture Organisation under the Settlement Act, with the exception of Te Rūnanga o Toa Rangatira Incorporated, which is a Recognised Iwi Organisation under both of these Acts.
- 12 A Settlement Register of the marine farming permits that are pre-commencement space has been developed by the Crown. This Settlement Register is adjusted for any pre-commencement space decisions approved under the Marine Farming Act 1971 or Fisheries Act 1983 after 1 January 2005. This Settlement Register has been independently audited. A copy of the Settlement Register as at 2 September 2008 is attached to this Agreement (Attachment A).

- 13 In July 2008 the Minister of Fisheries (“the Minister”) issued a plan (required under section 23 of the Settlement Act) that outlines options for the Crown to deliver its pre-commencement space obligations by 31 December 2014. That plan acknowledged that there is unlikely to be sufficient new space created in some regions to satisfy the Crown’s obligations and that the ‘purchase marine farm method’ is very complex.

## **Negotiations to Date**

- 14 During 2007, iwi of Te Tau Ihu (the northern South Island) approached the Minister and requested that the Crown consider an early settlement of the Crown’s aquaculture pre-commencement space obligations in Marlborough and Tasman regions. In June 2008, the Minister invited all mandated iwi with interests in Marlborough and Tasman to submit a proposal for the early settlement of the Crown’s pre-commencement space obligations in the region, subject to the following parameters:
- a. All initial discussions on possible options for early completion of the precommencement space obligations are on a without prejudice basis;
  - b. All options must be consistent with the underlying aquaculture settlement, being 20% equivalent of the pre-commencement space, and the underlying settlement is not re-negotiated;
  - c. Any options need to be consistent with the regional council and harbour boundaries in the Settlement Act, or an aggregation of those boundaries;
  - d. Proposals will be assessed against the financial methodology that will be outlined in the consultation document on how the Crown will progress the settlement;
  - e. A process needs to be agreed to value any space resulting from future aquaculture permitting decisions under the Marine Farming Act 1971 and the Fisheries Act 1983; and
  - f. The role of Te Ohu Kai Moana Trustee Limited in receiving and distributing settlement assets remains unchanged.
- 15 All mandated iwi (including Ngāi Tahu) with interests in Marlborough and Tasman agreed to prepare a proposal for the consideration of the Minister that could achieve an early settlement of the Crown’s pre-commencement space obligations for the whole of Te Wai Pounamu.
- 16 Additionally the Hauraki Māori Trust Board, who represents the iwi of Hauraki with an interest in Coromandel (the east coast sub-region of the Waikato region as referred to in section 45 of the Settlement Act), approached the Minister requesting to be a party to the potential early settlement process. On the basis that Coromandel is a separate specified area in the Settlement Act with significant pre-commencement space and that the Hauraki Māori Trust Board wished to work with the iwi of Te Wai Pounamu, the Minister agreed that the Hauraki Māori Trust Board should participate in the process of presenting an early settlement proposal to him.

- 17 The Crown contracted an independent consultancy to prepare an estimate of the value of the Crown's pre-commencement space obligations in Te Wai Pounamu and Coromandel. This estimate was released to the Iwi Parties on 5 September 2008. In preparing the estimate there was engagement with the Iwi Parties and their advisors, though the estimate prepared by the Crown's consultants was not agreed to by the Iwi Parties.
- 18 On 9 September 2008 the Iwi Parties issued a proposal to the Minister to settle the Crown's pre-commencement space obligations in respect of Te Wai Pounamu and Coromandel. That proposal included the Iwi Parties' estimate of the value of the Crown's pre-space commencement obligations in Te Wai Pounamu and Coromandel.
- 19 On 22 September 2008 the responsible Ministers and the Iwi Parties met and negotiated the terms of an agreement to settle the Crown's pre-commencement space obligations to the Iwi Parties.
- 20 The Parties now wish to enter this Agreement recording the terms and conditions on which they are willing to settle the Crown's pre-commencement space obligations in respect of Te Wai Pounamu and Coromandel, including commitments going forward to formalise such settlement through a Deed of Settlement and Settlement Legislation.

## **General**

- 21 This Agreement contains the nature and scope of the Parties' agreement to settle the Crown's pre-commencement space obligations in respect of Te Wai Pounamu and Coromandel. Once given effect through a Deed of Settlement and Settlement Legislation, this Agreement will constitute a full and final settlement in respect of the Crown's pre-commencement space obligations to the Iwi Parties in respect of Te Wai Pounamu and Coromandel.
- 22 Following the signing of this Agreement, the parties will work together in good faith to develop a Deed of Settlement and will use their best endeavours to do so within six months. The Deed of Settlement will include the full details of the settlement of the Crown's pre-commencement space obligations to the Iwi Parties in respect of Te Wai Pounamu and Coromandel and all other necessary matters.
- 23 The Deed of Settlement will be conditional on the matters set out in clause 0 of this Agreement.
- 24 The parties acknowledge that the settlement contemplated by this Agreement is intended to be on a regional collective basis. In the event of any of the Parties (in respect of a particular region) withdrawing, by giving written notice to all other Parties, this Agreement and the intended Deed of Settlement will be further agreed and/or amended as appropriate to allow settlement to proceed in relation to the remaining Parties and regions covered by it.
- 25 This Agreement is entered into on a without prejudice basis. It:
  - a. Is non-binding and does not create legal relations;

- b. Cannot be used as evidence in any proceedings before, or be presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal;
- c. Does not affect any future negotiations on the Crown's pre-commencement space obligations under the Settlement Act in respect of other regions;
- d. Does not create any interest in the Settlement Amounts, or otherwise affect the allocation of the Settlement Amounts to, or between, the Iwi Parties; and
- e. Does not affect the statutory powers and role of the Trustee or any processes under the Settlement Act.

26 Key terms used in this Agreement are defined in clause 42.

## **Essential Terms**

### **Payment of Financial Equivalent**

- 27 The Deed of Settlement will settle the Crown's pre-commencement space obligations in respect of Te Wai Pounamu and Coromandel by:
- a. Subject to sub-clause b and clause 28, payment of \$97,000,000, being the sum of amounts set out in Attachment B ("the Settlement Amounts"), by the Crown to the Trustee within 10 Business Days of the Settlement Legislation coming into effect ("the Settlement Date");
  - b. Payment to the Trustee of the financial equivalent of any further pre-commencement space approved in the relevant regions under the Marine Farming Act 1971 or the Fisheries Act 1983 after the date of this Agreement but prior to 31 December 2008, based on the relevant regional and species component (where one exists) of the sum agreed under this Agreement; and
  - c. For all circumstances other than those covered in sub-clause b, payment to the Trustee of the financial equivalent of any further pre-commencement space approved in the relevant regions under the Marine Farming Act 1971 or the Fisheries Act 1983 based on an agreed process (consistent with that set out in Attachment C) for the quantification and valuation of that space.
- 28 Changes to the Settlement Register since it was last audited will be audited (on the same basis as previous audits) as at 31 December 2008. The Settlement Amounts to be paid to the Iwi Parties (via the Trustee) will be adjusted accordingly for any amendments to the Settlement Register.

## Proposed Terms of the Deed of Settlement

### *Acknowledgements concerning the settlement and its finality*

- 29 The parties will acknowledge in the Deed of Settlement that the settlement of the Crown's pre-commencement space obligations with the Iwi Parties in respect of Te Wai Pounamu and Coromandel:
- a. Is intended to enhance the ongoing relationship between the parties (both in terms of Te Tiriti o Waitangi / the Treaty of Waitangi and otherwise);
  - b. Will prevent Iwi Parties (or other entities representing any of the iwi represented by the Iwi Parties) from pursuing claims against the Crown in respect of pre-commencement space (including claims based on Te Tiriti o Waitangi / the Treaty of Waitangi or the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, legislation, common law (including aboriginal title or customary law), fiduciary duty or otherwise;
  - c. Except as expressly provided in the Deed of Settlement, will not limit any rights or powers the parties might have arising from Te Tiriti o Waitangi / the Treaty of Waitangi or the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise; and
  - d. Is not intended to affect any actions or decisions under:
    - i the Deed of Settlement between Māori and the Crown dated 23 September 1992 in relation to settlement of Māori fisheries claims;
    - ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
    - iii the Māori Fisheries Act 2004;
    - iv the Fisheries Act 1983;
    - v the Fisheries Act 1996;
    - vi the Marine Farming Act 1971
    - vii the Maori Commercial Aquaculture Claims Settlement Act 2004 (excluding sections 19 – 31);
    - viii the Foreshore and Seabed Act 2004;
    - ix the Resource Management Act 1991; or
    - x the Marine Reserves Act 1971.

- 30 The parties will acknowledge and agree in the Deed of Settlement and Settlement Legislation that, with effect from the Settlement Date:
- a. The settlement of the Crown's pre-commencement space obligations to Iwi Parties in respect of Te Wai Pounamu and Coromandel is full and final;
  - b. The Crown is released and discharged from any obligations, liabilities and duties in respect of the Crown's pre-commencement space obligations to the Iwi Parties in respect of Te Wai Pounamu and Coromandel, other than those that the Deed of Settlement creates;
  - c. The Courts, the Waitangi Tribunal and any other judicial body or tribunal will not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
    - i the Deed of Settlement;
    - ii the settlement provided to the Trustee for the benefit of Iwi Parties; and
    - iii the Settlement Legislation,(except for in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation).
- 31 The Deed of Settlement will provide for the Parties to acknowledge and agree that:
- a. The Parties have acted honourably and reasonably in respect of the settlement contemplated under this Agreement;
  - b. The settlement is for the benefit of the Iwi Parties; and
  - c. The settlement is binding on the Crown and Iwi Parties (and the respective iwi they represent).
- 32 The Deed of Settlement will record agreements reached between Iwi Parties, including the agreement by Te Wai Pounamu iwi, in respect of allocation of the Settlements Amounts relating to their regions between them and any other matters, including amendments to the Settlement Act (if required), necessary to give effect to such agreements.



## Conditions

33 Entry by the parties into a Deed of Settlement will be subject to the following conditions:

### *Overlapping Interests*

- a. In respect of Coromandel, the Crown being satisfied, after taking advice from the Trustee, that:
  - i agreement has been reached between Hauraki and Waikato-Tainui regarding the extent (if any) of overlapping interest between those parties and the consequent allocation of the Settlement Amount for Coromandel;
  - ii agreement has been reached between Hauraki and Waikato-Tainui regarding the process to be used to agree the extent (if any) of overlapping interest between those parties and the consequent allocation of the Settlement Amount for Coromandel; or
  - iii failing agreement between Hauraki and Waikato-Tainui, the provisions in sections 52 to 55 of the Settlement Act remain available for the determination of the extent (if any) of overlapping interest between those parties and the consequent allocation of the Settlement Amount for Coromandel.

### *Cabinet Agreement*

- b. Cabinet agreeing to both the early settlement of the Crown's pre-commencement space obligations under the Settlement Act for Te Wai Pounamu and Coromandel; and to the quantification of Settlement Amounts as recorded in this Agreement.

### *Role of the Trustee*

- c. The role of the Trustee, as set out in the Settlement Act, remaining the same in relation to the recognising of Iwi Aquaculture Organisations and the receiving, allocation and transfer of settlement assets to iwi, including giving effect to agreements reached by Iwi Parties on allocation of the relevant Settlement Amounts.

### *Ratification*

- d. Appropriate resolutions being passed by the Iwi Parties authorising them to:
  - i enter into the Deed of Settlement referred to in this Agreement on behalf of the relevant iwi; and

- ii in particular, settle the Crown's pre-commencement space obligations on the terms provided in the Deed of Settlement.

### *Governance Arrangements*

- e. The Crown confirming with the Trustee, prior to the introduction of Settlement Legislation, that all Iwi Parties with interests in pre-commencement space in Te Wai Pounamu and Coromandel have established Iwi Aquaculture Organisations in accordance with the Settlement Act.
- f. The Trustee signing a deed of covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.

### **Legislation**

- 34 This Agreement and the Deed of Settlement will be subject to:
- a. The passing of Settlement Legislation to give effect to the settlement of the Crown's pre-commencement space obligations to the Iwi Parties in respect of Te Wai Pounamu and Coromandel; and
  - b. Iwi Parties supporting and not doing, or permitting to be done (to the extent it is reasonably possible to do so), anything that might delay or prevent the passage of the Settlement Legislation.
- 35 The Crown will propose Settlement Legislation for introduction into the House of Representatives only after the Trustee has signed a deed of covenant.
- 36 The Crown will use best endeavours to ensure that the Iwi Parties and the Trustee have appropriate participation in the process of preparing and passage of the Settlement Legislation; and such drafting will commence immediately following the execution of the Deed of Settlement.

### **Taxation**

- 37 The Deed of Settlement will provide for the following taxation matters:
- a. Subject to obtaining the consent of the Minister of Finance, the Trustee and the relevant Iwi Aquaculture Organisations will be indemnified by the Crown against income tax, goods and services tax and gift duty arising from the payment of the financial equivalent of the Crown's pre-commencement space obligations, being the amounts described in clause 27.

- b. This indemnity applies to payment from the Crown to the Trustee and from the Trustee to the relevant Iwi Aquaculture Organisations; and
- c. Neither the Trustee, the relevant Iwi Aquaculture Organisations nor any other person shall claim a goods and services tax input credit or tax deduction in respect of the payment of the financial equivalent of the Crown's pre-commencement space obligations, as described in clause 27.

## **Interest**

- 38 The Deed of Settlement will provide for the Crown to pay interest on each of the Settlement Amounts (as that sum may be adjusted pursuant to clause 28) for the period from the date of this Agreement to (but excluding) Settlement Date. Interest will be at the Official Cash Rate, calculated on a daily basis, non-compounding and subject to normal taxation laws. Such interest will be payable to the Trustee on Settlement Date.

## **Crown Funding to Complete Processes**

- 39 The Crown will provide funding to the Iwi Parties (and the Trustee) to support the work necessary to achieve a Deed of Settlement and Settlement Legislation. The Parties will use their best endeavours to agree a work plan and budget in respect of this within 20 business days of the date of this Agreement.
- 40 It is acknowledged that the funding referred to in clause 0 is in addition to the funding the Crown already provides to the Trustee as required under the Settlement Act.

## **Definitions**

- 41 All terms used in this Agreement have the same meaning as in the Maori Commercial Aquaculture Claims Settlement Act 2004, unless otherwise provided.
- 42 Key terms used in this Agreement are defined as follows:

**Agreement** means this Agreement in Principle.

**Business Day** means the period of 9.00am to 5.00pm on any day of the week other than:

- a. Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day; and
- b. a day in the period commencing on 25 December in any year and ending with the close of 15 January in the following year; and

- c. the days observed as anniversaries of Wellington and the regions of Te Wai Pounamu and Coromandel.

**Coromandel** means the east coast sub-region of the Waikato region as referred to in section 45 of the Settlement Act.

**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;
  - ii. a Crown Entity; or
  - iii. a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

**Deed of Settlement** means the Deed of Settlement to be entered into between the parties in accordance with this Agreement.

**Minister** means the Minister of Fisheries, except as otherwise provided.

**Settlement Act** means the Maori Commercial Aquaculture Claims Settlement Act 2004.

**Settlement Amounts** mean the amounts in respect of each region set out in Attachment B.

**Settlement Date** means the date that is 10 business days after the date the Settlement Legislation comes into force.

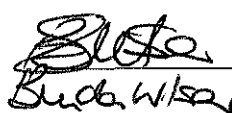
**Settlement Legislation** means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement, including by amending the Settlement Act.


**Settlement Register** means the register of pre-commencement space established and maintained by the Ministry of Fisheries in accordance with section 57 of the Settlement Act and the Maori Commercial Aquaculture Claims Settlement (Aquaculture Settlement Register) Regulations 2006.

**Te Wai Pounamu** means the South Island, being the regions of Tasman, Marlborough, Canterbury, Otago, Southland and West Coast.

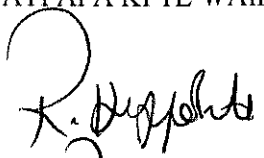
THIS AGREEMENT SIGNED on 13<sup>th</sup> October 2008

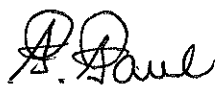
SIGNED as authorised representative for and on behalf of the following Iwi Parties:

  
Bruce Wilson

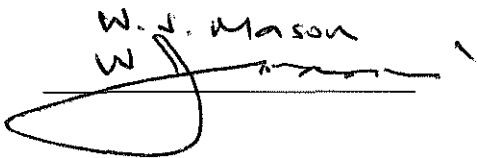
  
Peter Mason

NGĀTI APA KI TE WAIPOUNAMU TRUST

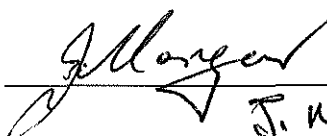
  
Roma Hippolite

  
Patsy Paul

NGĀTI KOATA TRUST

  
W. J. Mason


TE RŪNANGA O NGĀTI KUIA CHARITABLE TRUST

  
J. Morgan

NGĀTI RARUA IWI TRUST


  
Riccas Bradley

TE RŪNANGA A RANGITANE O WAIRAU

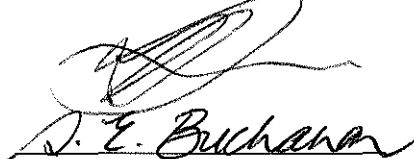
  
FRED TE MIHA.

NGĀTI TAMA MANAWHENUA KI TE TAU IHU TRUST

  
Rik Parone

  
\_\_\_\_\_

TE RŪNANGA O TOA RANGATIRA INCORPORATED

  
D. E. Buchanan

TE ATIAWA MANAWHENUA KI TE TAU IHU

M. W. Stomow.

  
\_\_\_\_\_

TE RŪNANGA O NGĀI TAHU

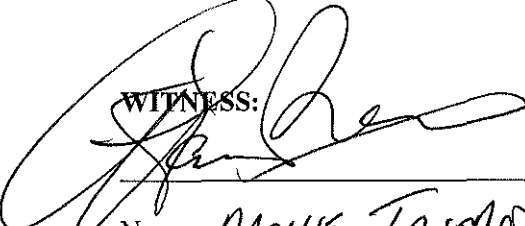
  
De Joke Renata Te Taniwha

HAURAKI MĀORI TRUST BOARD  
(as Trustee of the Pare Hauraki Fishing Trust)

  
Ponui Nicholls

PONUI NICHOLLS

WITNESS:

  
\_\_\_\_\_

Name: ARCHIE TAIMONA  
Address: Te Ohu Kai Moana  
Occupation: CHAIRMAN

**OTHER WITNESSES:**

Persons associated with the Iwi Parties have signed below to indicate their endorsement of this Agreement in Principle

**NAME**

**IWI**

**SIGNATURE**

~~Mark Moses~~ Mark Moses Ngati Kuaia [Signature]

gena Moses Ngati Kuaia [Signature]

Raymond Smith Ngati Kuaia [Signature]

Clerence Paine Te Atarua [Signature]

Pia Rangitohia Ngati Apa [Signature]

Joe Perera Te Atarua [Signature]

Ragji Joseph Ngati Toa [Signature]

Kingi Paul Ngati Kaitiaki [Signature]

Karanga Ine Kingi Ngati Toa H. M.

Rihia Kenny Ngati Toa [Signature]

Jesse Solano (Waka) Ngati Toa [Signature]

Jane Edwards Pouna Ngati Toa [Signature]

Le Wanga Wi Wera Ngati Toa Rangitohia

Roena McCarthy Kaka Ngati Toa R. McCarthy-Ki  
~~[Signature]~~ [Signature]  
 Honoreki Hoani [Signature] Hanaki [Signature]

**OTHER WITNESSES:**

Persons associated with the Iwi Parties have signed below to indicate their endorsement of this Agreement in Principle

| NAME                      | IWI                       | SIGNATURE            |
|---------------------------|---------------------------|----------------------|
| <u>Harley Cooper</u>      | <u>Ngati Manu</u>         | <u>Harley Cooper</u> |
| <u>Richard Meek</u>       | <u>Coprahu</u>            | <u>Richard Meek</u>  |
| <u>Sharon Bennett</u>     | <u>Te Atiamoa</u>         | <u>[Signature]</u>   |
| <u>L. Moore</u>           | <u>Te Atiamoa</u>         | <u>[Signature]</u>   |
| <u>Ti Castle</u>          | <u>Loia no Ngati Hone</u> | <u>[Signature]</u>   |
| <u>Te Haha Kotere</u>     | <u>Ngati Toa</u>          | <u>[Signature]</u>   |
| <u>Yalini Pahi/Mauike</u> | <u>Kapuhiaiaia</u>        | <u>[Signature]</u>   |
| <u>Manuel Jones</u>       | <u>Manie Jones</u>        | <u>[Signature]</u>   |
| <u>Francene Wreahi</u>    | <u>Te Ohakiwaka</u>       | <u>[Signature]</u>   |
| <u>George Elkington</u>   | <u>Ngati Toa</u>          | <u>[Signature]</u>   |
| <u>MATHEW SOLOMON</u>     | <u>NGATI TOA</u>          | <u>M Solomon</u>     |
| <u>Hu Meletani</u>        | <u>Ngati Toa</u>          | <u>Hu Meletani</u>   |
| <u>Te Atiamoa</u>         | <u>Ngati Toa</u>          | <u>[Signature]</u>   |
| <u>Alistair Solomon</u>   | <u>MDC</u>                | <u>[Signature]</u>   |
| <u>Manie Jones</u>        | <u>Manie Jones</u>        | <u>[Signature]</u>   |
| <u>Queen Hynotson</u>     | <u>Rangitane</u>          | <u>[Signature]</u>   |
| <u>John Mike</u>          | <u>NGATI RARUA</u>        | <u>[Signature]</u>   |
| <u>W Koha</u>             | <u>Ngati Toa Koata</u>    | <u>[Signature]</u>   |



**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Fisheries in the presence of:



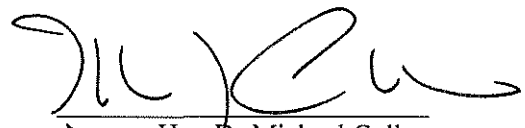
Hon Jim Anderton

WITNESS:




Name: *FURRAY*  
Address: *Wellington*  
Occupation: *Police Officer*

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:



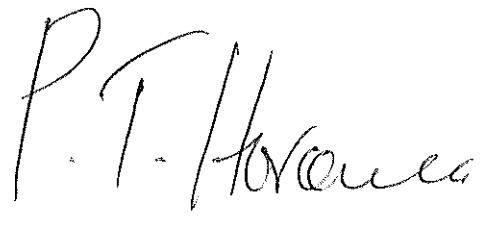
Hon Dr Michael Cullen

WITNESS:



Name: *Andrew Lewi*  
Address: *Wellington*  
Occupation: *Private Secretary*

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Māori Affairs in the presence of:



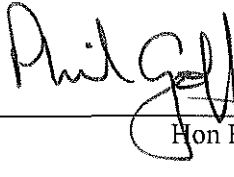
Hon Parekura Horomia

WITNESS:



Name: *Andrew Lewi*  
Address: *Wellington*  
Occupation: *Private Secretary*

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Associate Minister of Finance in the presence of:

  
\_\_\_\_\_  
Hon Phil Goff

**WITNESS:**

  
\_\_\_\_\_

Name: Paul Cozart  
Address: Wellington  
Occupation: Secretary

# ATTACHMENT A

## REGISTER OF PRE-COMMENCEMENT SPACE AS AT 2 SEPTEMBER 2008

| Regional Authority           | Harbour / Coastal Names                            | Location                        | Species                   | Area (ha)       | 20% Allocation (ha) |               |
|------------------------------|--|---------------------------------|---------------------------|-----------------|---------------------|---------------|
| Canterbury Regional Council  | Coastal  | Akaroa Harbour                  | SAM                       | 2.94            |                     |               |
|                              |  |                                 | PAU                       | 5.00            |                     |               |
|                              |  | Banks Peninsula                 | MSG                       | 134.64          |                     |               |
|                              |  | Pigeon Bay                      | MSG                       | 29.03           |                     |               |
|                              | <b>Coastal Total</b>                               |                                 |                           | <b>171.61</b>   | <b>34.32</b>        |               |
| Mariborough District Council | Coastal  | Outer Sounds                    | MSG                       | 47.91           |                     |               |
|                              |  | Queen Charlotte Sound           | KBB                       | -               |                     |               |
|                              |  |                                 |                           | <b>47.91</b>    | <b>9.58</b>         |               |
|                              |  | <b>Coastal Total</b>            |                           |                 |                     |               |
|                              |  | Admiralty Bay                   | MSG                       | 94.55           |                     |               |
|                              |  | <b>Admiralty Bay Total</b>      |                           | <b>94.55</b>    | <b>18.91</b>        |               |
|                              |  | Croisilles Harbour              | MSG                       | 72.63           |                     |               |
|                              |  | Croisilles Harbour              | OYS                       | 10.81           |                     |               |
|                              |  | <b>Croisilles Harbour Total</b> |                           | <b>83.44</b>    | <b>16.69</b>        |               |
|                              |  | Pelorus Sound                   | MSG                       | 180.34          |                     |               |
|                              |  |                                 | MSP                       | 21.10           |                     |               |
|                              |  |                                 |                           | <b>201.44</b>   |                     |               |
|                              |  |                                 | Clova Bay                 | MSP             | 8.10                |               |
|                              |  |                                 | Crail Bay                 | MSG             | 50.47               |               |
|                              |  |                                 |                           | MSP             | 18.81               |               |
|                              |  |                                 |                           |                 | <b>69.28</b>        |               |
|                              |  |                                 | Crail Bay Total           |                 |                     |               |
|                              |  |                                 | Inner Pelorus Sound       | MSG             | 177.03              |               |
|                              |  |                                 |                           | OYS             | 10.00               |               |
|                              |  |                                 |                           |                 | <b>187.03</b>       |               |
|                              |  |                                 | Inner Pelorus Sound Total |                 |                     |               |
|                              |  |                                 | Kenepuru Sound            | MSG             | 138.36              |               |
|                              |  |                                 |                           | OYS             | 5.25                |               |
|                              |  |                                 |                           |                 | <b>143.61</b>       |               |
|                              |  |                                 | Kenepuru Sound Total      |                 |                     |               |
|                              |  |                                 | Outer Pelorus Sound       | MSG             | 477.15              |               |
|                              |  |                                 |                           | MSP             | 33.66               |               |
|                              |  |                                 |                           |                 | <b>510.81</b>       |               |
|                              |  |                                 | Outer Pelorus Sound Total |                 |                     |               |
|                              |  |                                 | Port Ligar                | MSG             | 3.00                |               |
|                              |  |                                 | Anakoha Bay               | MSG             | 8.35                |               |
|                              |  |                                 |                           |                 | <b>1,131.62</b>     | <b>226.32</b> |
|                              | <b>Pelorus Sound Total</b>                         |                                 |                           |                 |                     |               |
|                              | Port Gore  | MSG                             | 88.03                     |                 |                     |               |
|                              | <b>Port Gore Total</b>                             |                                 | <b>88.03</b>              | <b>17.61</b>    |                     |               |
|                              | Port Underwood                                     | MSG                             | 72.56                     |                 |                     |               |
|                              | <b>Port Underwood Total</b>                        |                                 | <b>72.56</b>              | <b>14.51</b>    |                     |               |
|                              | Queen Charlotte Sound (northern ent)               | MSG                             | 9.30                      |                 |                     |               |
|                              | <b>Queen Charlotte Sound (northern ent) Total</b>  |                                 | <b>9.30</b>               | <b>1.86</b>     |                     |               |
|                              | Queen Charlotte South (E & W ent)                  | SAM                             | 47.75                     |                 |                     |               |
|                              |  | PAU                             | 2.58                      |                 |                     |               |
|                              |  | MSG                             | 14.59                     |                 |                     |               |
|                              |  |                                 | <b>64.92</b>              |                 |                     |               |
|                              | <b>Queen Charlotte South (E &amp; W ent) Total</b> |                                 | <b>64.92</b>              | <b>12.98</b>    |                     |               |
| Southland Regional Council   | Coastal  | Big Glory Bay                   | MSG                       | 85.40           |                     |               |
|                              |  | Bluff Harbour                   | MSG                       | 90.28           |                     |               |
|                              |  |                                 | OYS                       | 9.70            |                     |               |
|                              |  | Ruapuke Island                  | PAU                       | 3.00            |                     |               |
|                              |  |                                 |                           | <b>188.38</b>   | <b>37.68</b>        |               |
|                              | <b>Coastal Total</b>                               |                                 |                           |                 |                     |               |
| Tasman District Council      | Coastal  | Golden Bay                      | MSG                       | 34.75           |                     |               |
|                              |  |                                 | SCA SPAT                  | 2,010.90        |                     |               |
|                              |  |                                 | MSP                       | 636.90          |                     |               |
|                              |  |                                 | MSP / MSG                 | 330.00          |                     |               |
|                              |  |                                 |                           | <b>3,012.55</b> |                     |               |
|                              |  | Tasman Sea                      | SCA SPAT                  | 2,000.50        |                     |               |
|                              |  |                                 | MSP                       | 270.00          |                     |               |
|                              | MSP / MSG  | 748.50                          |                           |                 |                     |               |
|                              |  | <b>3,019.00</b>                 |                           |                 |                     |               |
|                              | <b>Coastal Total</b>                               |                                 | <b>6,031.55</b>           | <b>1206.31</b>  |                     |               |
| Waikato Regional Council     | Coastal  | Coromandel                      | MSG                       | 727.20          |                     |               |
|                              |  | Coromandel                      | MSP                       | -               |                     |               |
|                              |  | Kennedy Bay                     | MSG                       | 3.00            |                     |               |
|                              |  |                                 |                           | <b>730.20</b>   | <b>146.04</b>       |               |
|                              | <b>Coastal Total</b>                               |                                 |                           |                 |                     |               |
| West Coast Regional Council  | Coastal  | Jackson Bay                     | MSG                       | 45.60           |                     |               |
|                              |  |                                 |                           | <b>45.60</b>    | <b>9.12</b>         |               |
| <b>Grand Total</b>           | <b>Coastal Total</b>                               |                                 |                           | <b>8,759.65</b> | <b>1751.93</b>      |               |

## ATTACHMENT B

### SETTLEMENT AMOUNTS

| REGION                       | SETTLEMENT AMOUNT   |
|------------------------------|---------------------|
| Marlborough District Council | \$38,627,604        |
| Tasman District Council      | \$32,242,547        |
| Canterbury Regional Council  | \$3,303,488         |
| West Coast Regional Council  | \$490,543           |
| Southland Regional Council   | \$2,043,387         |
| Waikato Regional Council*    | \$20,292,431        |
| <b>Total</b>                 | <b>\$97,000,000</b> |

\*Amount relates only to Coromandel.

## ATTACHMENT C

### Valuation Process

- 1) For pre-commencement space obligations created by applications approved under Marine Farming Act 1971 or Fisheries Act 1983 prior to 31 December 2009, the following process shall apply:
  - a. Values per hectare as agreed for equivalent space in respect of the Agreement will continue to apply where such values are available. Equivalent space will be determined, where not self-evident (such as in the case of an existing permit extension), by an agreed panel of independent experts.
  - b. Where such values are not available, the parties will each appoint a suitably qualified valuer and exchange valuation reports. The valuers will have regard to the valuations agreed in the Agreement, and to the desire of the parties to ensure consistency of approach with the methodology reflected in the Agreement, and, if available, with the methodology approved by the Minister as a result of the current consultation process (recognising that only aspects of those methodologies are relevant to the valuation of specific sites), and with any subsequent methodologies approved (after consultation) for space not previously valued in other regions (such as deepwater aquaculture space). The parties:
    - i. will attempt to agree the valuation within a specified timeframe.
    - ii. failing agreement, the Chief Executive of the Ministry of Fisheries will negotiate with a person appointed by the relevant Iwi Parties to agree the valuation within a further specified timeframe, with the parties having regard to their desire to ensure consistency of approach with the methodology reflected in the Agreement, and if available, with any other methodology approved by the Minister, as referred to above (recognising that only aspects of such methodologies may be relevant to the valuation of specific sites).
    - iii. if the parties continue to disagree, the matter will be referred to binding arbitration by an agreed arbitrator, with the arbitrator required to have regard to the valuations agreed in the Agreement, and to the desire of the parties to ensure consistency of approach with the methodology reflected in the Agreement, and if available, with any other methodology approved by the Minister, as referred to above (recognising that only aspects of such methodologies may be relevant to the valuation of specific sites). The arbitrator's costs will be shared equally between the Parties, unless the

arbitrator decides an award of costs against either Party is justified by the conduct of that Party.

- 2) For pre-commencement space obligations created by applications approved under Marine farming act 1971 or Fisheries Act 1983 after 31 December 2009, provided that all applications approved in a calendar year cover a total area of more than 5 hectares, the following process is to apply:
  - a. The parties will each appoint a suitably qualified valuer and exchange valuation reports. The valuers will have regard to the desire of the parties to ensure consistency of approach with the methodology reflected in the Agreement, and, if available, with any approved methodology as referred to in 1b above. The parties:
    - i. will attempt to agree the valuation within a specified timeframe.
    - ii. failing agreement, the Chief Executive of the Ministry of Fisheries will negotiate with a person appointed by the relevant Iwi Parties to agree the valuation within a further specified timeframe, with the parties having regard to their desire to ensure consistency of approach with the methodology reflected in the Agreement, and if available, with any other methodology approved by the Minister, as referred to above (recognising that only aspects of such methodologies may be relevant to the valuation of specific sites).
    - iii. if the parties continue to disagree, the matter will be referred to binding arbitration by an agreed arbitrator, with the arbitrator required to have regard to the valuations agreed in the Agreement, and to the desire of the parties to ensure consistency of approach with the methodology reflected in the Agreement, and if available, with any other methodology approved by the Minister, as referred to above (recognising that only aspects of such methodologies may be relevant to the valuation of specific sites). The arbitrator's costs will be shared equally between the Parties, unless the arbitrator decides an award of costs against either Party is justified by the conduct of that Party.
- 3) In any year where all applications approved under the Marine Farming Act 1971 or Fisheries Act 1983 cover a total area of less than 5 hectares, the parties will, unless they agree otherwise, jointly appoint a suitably qualified valuer to determine the value of those applications. The valuer will have regard to the valuations agreed for equivalent space in respect of the Agreement, and to the desire of the parties to ensure consistency of approach with the methodology reflected in the Agreement, and if available, with the methodology approved by the Minister as a result of the current consultation process (recognising that only

aspects of that methodology may be relevant to the valuation of specific sites). The parties will share the cost of the valuer equally between them.

- 4) Where agreement or determination of the value of the financial equivalent of any pre-commencement entitlement does not occur within 12 months of the approval of the application(s) which created that entitlement, interest shall be paid on the value of that entitlement (on the same terms as in respect of the Settlement Amount) from the date 12 months after the grant of the relevant applications to the time payment is made.