



## JUSTICE FOUNDATION FOR PORGERA LIMITED

Menian Tower, Level 7, Down Town  
P.O Box 941, Port Moresby  
National Capital District  
Papua New Guinea

Phone: (+675) 340 6104  
Mobile: (+675) 7217 7151  
Email: jfporgera7@gmail.com

Date: 26<sup>th</sup> April, 2021

**Hon. James Marape, MP**  
Prime Minister of Papua New Guinea  
Office of the Prime Minister  
5th Floor, Morauta Haus  
PO Box 639  
Waigani  
National Capital District

*"By Hand Delivery"*

Dear Prime Minister,

### RE: PROGERA GOLD MINE PROJECT & THE 24 PORGERA SML CLAN AGENTS

We write in references to the above and advise that Justice Foundation represents the interests of the undersigned clan agents.

We write to you in the following;

#### PURPORTED FRAMEWORK AGREEMENT

1. We firstly refer to the purported **Framework Agreement** executed between the State and Barrick (Niugini) Ltd (Barrick) on Friday, 09<sup>th</sup> April, 2021.
2. Despite our numerous protests and objections that Barrick **MUST NOT** return to Porgera, you refused to give any consideration to our positions and negotiated in secrecy with Barrick and committed the State to sign the purported Framework Agreement.
3. During the October 2020 parliament sitting, you requested us to furnish to you our positions by way of a resolution. We did provide you a copy of the resolution dated 02<sup>nd</sup> October, 2020. Our main position amongst others was that Barrick **MUST NOT** return to mine gold in Porgera. We are aware that you used our resolution in parliament to defend your government's decision of 27<sup>th</sup> April, 2020 to refuse the renewal of Special Mining Lease 1 (SML1).

4. We also note that 15% equity has been purportedly allocated to Mineral Resources Enga Ltd (MRE) through the purported Framework Agreement. You promised us on several occasions that we would have better equity holding in the mine, than the landowners of the Ok Tedi project. Our expectations therefore, were that we would acquire more than 33% equity in the mine going forward; and that we would participate separately in the mine. We wanted additional equity to rehabilitate the destructions caused by the past 30 years operation of the mine to our livelihood and environment, and for future sustainability of our *after-mine* life.
5. We have also been made aware that MRE was named as a party to the purported Framework Agreement but the board of MRE unilaterally refused to sign on the basis that it was not a party to the negotiation of the purported Framework Agreement. We are told that MRE was not invited to the negotiations process, but somehow expected them to sign the purported Framework Agreement on their part without seeing a copy.
6. As you are well aware, such conduct to negotiate a significant agreement in secrecy and then to invite a party to execute at the eleventh hour is undemocratic and in breach of the *Constitution* and the *Mining Act 1992 (as amended)*. As landowners and shareholders of MRE, we are not happy with the manner in which the entire deal was negotiated and purportedly executed.
7. We demanded that Barrick **MUST NOT** return not only because we would be deprived of our chances to own substantial equity in the mine; but also because of the history of Barrick's past conduct including rapes of women and girls by its employees; human rights violations; environment pollutions; failure to resettle the landowners away from the SML area; and various other legacy issues that are outstanding and unsettled. Barrick is therefore not a fit and proper person to hold any further mining rights in PNG.
8. However, the agreement you and your State Negotiation Team (SNT) negotiated with a third-party (Barrick) to the exclusion of the landowners, in violation of the *Constitution* and *Mining Act 1992 (as amended)*, has resulted in the deprivation of our rights, and shattered the sustainability of our future, after the conclusion of mining in Porgera.

## DEVELOPMENT FORUM

9. We also note that the government intends to convene a development forum to reach agreements with the landowners and the Enga Provincial Government, to share the 51% equity, and other matters in relation to the operation of the Porgera Gold Mine project.
10. However, we are not aware of the contents of the purported Framework Agreement. We therefore request that you to provide us a copy of the purported Framework Agreement so that we are well informed in preparation for the anticipated development forum.
11. We further advise that the development forum process was first initiated in the country in 1989 or thereabouts on the Porgera project, because of our demands to be consulted at that

time. The forum process was set up by the then Namaliu Government and negotiations commenced and completed eight (8) months later, which resulted in three (3) separate Memorandum of Agreements (MOA) being signed at the Parliament House on 12<sup>th</sup> May, 1989.

12. We note that, at that time, there were no significant issues about the mine, as all landowners were in favor for mining to commence on their land. The circumstances are however, quite different today with most landowners opposing Barrick's return, and many more clans being affected by the past mining activity. As such, we expect that the negotiations will take between 18 months to 2 years.
13. It is therefore important that the landowners will need to first discuss among the three main SML landowner factions, and the LMPs and Riverine landowners to appoint their negotiation team to commence the development forum process. We also expect that the LMP and Riverine landowners would want to negotiate separately from the SML landowners.
14. We reiterate that the development forum process is not a one-day event as may be speculated by many government officials. As such, it is only fair that we be provided with a copy of the purported Framework Agreement so that we can get ourselves prepared to negotiate with EPG, the State, and possibly the mining company.

#### **CLAN AGENTS**

15. We further note that there appears to be many different interest groups holding out to represent the Porgera SML landowners, causing confusions.
16. Though some of these interest groups may be lawfully nominated to represent the landowners for certain purposes, we advise that the right of negotiating any future agreements in relation to the project remains the lawful duty of the 24 Clan Agents, who are the signatories to the Memorandum of Agreement of 1989. These 24 Clan Agents were appointed pursuant to *Section 74 of the Land Act Ch. 195 (repealed)*, and remain the lawful representatives to conduct dealings, including negotiating and signing agreements, for and on behalf of the 24 clans of the SML area.
17. We also advise that eleven (11) of the original Clan Agents of 1989 have passed on, and they have been replaced by their heirs pursuant to the hereditary rights under the Ipili Custom. The replacement agents have been discharging obligation such as distributing benefits from the mine to their clan members, and have been recognised as the clan agents by their respective clan members.

**TABLE 1: The Table below provides the list of Clan Agents, both surviving agents who had *signed* the 1989 MOA of Porgera Gold Mine, and the replacements of the deceased agents.**

No.	Name	Tribe	Clan	Status
1.	Nixon Mangape	Tieni	Wuape	Alive
2.	Ipaia Lara	Tieni	Kaimalo	Alive
3.	John Kulina	Tieni	Lakima	Alive
4.	Ekale Kangalia	Tieni	Akira	Alive
5.	Kimaleya Ondalane	Tieni	Yagua	Alive
6.	Sakarias Kiwale	Angalaini	Diwi/Yakiale	Alive
7.	Pawe Menepa	Angalaini	Oyopen	Alive
8.	Jolson Kutato	Angalaini	Piko	Alive
9.	Kule Layo	Pulumiani	Ambo/ Wangia	Alive
10.	Yanale Lare	Pulumaini	Ambo/ Amu	Alive
11.	Pera Itawi	Pulumaini	Ambo/ Gai	Alive
12.	Unjali Koakali	Anga	Waree	Alive
13.	Pala Teya	Pulumaini	Ambo/ Paramba	Alive
14.	Samuel Pawaipa Hamaga	Tuanda	Yapala	Replacement
15.	Oyomo Ambi Kipu	Tuanda	Ulupa	Replacement
16.	Mark Tony Ekepa	Mamai	Kenja	Replacement
17.	Pep Buk Yambu	Mamai	Andopo	Replacement
18.	Ruben Nalepe	Pulumaini	Ambo/Endeme	Replacement
19.	Thomas Andita	Pulumaini	Ambo/ Yuga	Replacement
20.	Nelson Akiko	Tieni	Wagialo	Replacement
21.	Philip Kapia	Waiwa	Yaliape	Replacement
22.	Bill Yanguan	Wawa	Luanda	Replacement
23.	Pulapia Marokus Tekaipia	Angalani	Huliwali	Replacement
24.	Loo Eno	Pulumaini	Epeya	Replacement

18. We would also like to clarify that the entity Porgera Landowners Association Inc. (PLOA), has never been mandated to represent the interests of the landowners to negotiate the future agreement(s) of the Porgera project.
19. We advise that the National Court ruling in **OS NO. 548 OF 2018**, a court battle challenging the election of Ruben Nalepe by Tonny Mark Ekepa over the Chairmanship of the PLOA had been determined. The Court saw it fit to dismiss the entire proceedings due to the violation and abuse of the Association's own constitution and the tempering of IPA records to purportedly change Clan Agents. The Court in its observations did not recognize either Nalepe or Ekepa, however *recognized the original Clan Agents* and went on further to add that the PLOA remains "dysfunctional".
20. This therefore means that any purportedly appointed subordinate committee, delegation of powers, or any representation for the landowners claimed to be derived from the PLOA is unlawful, and must **not** be entertained.

21. We therefore advise that the State deal with the above-named clan agents only, and no one else!

**CONCLUSION**

22. We conclude by requesting that the State furnish to us a copy of the purported Framework Agreement so that we are aware and prepared for the proposed development forum.

23. We also advise you in no uncertain terms that the 24 Clan Agents that are listed under Table 1 of this letters are the legitimate representatives of the SML landowners, that the State must invite to negotiate and agree on the future of the Project.

We reserve all our rights in law.

Yours faithfully,



**Jonathan Paraia**  
Chairman & Senior Landowner Leader

No	Agent's Name	Tribe	Clan	Signature
	Ruben Loli Nalepe	Pulumani	Ambo-Endeme	
	Kimalea Ondalane	Tieni	Yangua	
	Kule Layo	Pulumaini	Ambo-Wagia	
	Yanale Lare	Pulumaini	Ambo-Amu	
	Nelson Akiko	Tieni	Waingolo	
	Pera Itawi	Pulumaini	Ambo-Gai	
	Pawe Menepa	Angalaini	Oyopene	
	Buka Unjali	Anga	Warae	
	Bill Yanguan	Waiwa	Lunda	
	Thomas Andita	Pulumaini	Yunga - Nalape	
	Loo Eno	Pulumaini	Yunga - Epeya	

Samuel Fawaipa	Iuanda	Yapala	
----------------	--------	--------	--

**INTERPRETATION CLAUSE**

I am conversant with the Ipili, Enga and English languages. The Clan Agents are conversant with the Ipili language of Enga Province.

I interpreted the contents of this letter by Porgera Special Mining Lease Landowners to the above-named clan agents individually in their Ipili language and they seemed to understand and agreed with the contents of this letter and signed.

*LOURIMER HILTON PARAIN*

Witness Name

*Samuel Fawaipa*

Signature

Cc: **Hon Johnson Tuke, MP**  
Minister for Mining

RECEIVED  
26/4/21

Cc: **Amb Ivan Pomaleu**  
Secretary - Department of Prime Minister & NEC

Cc: **Dr John Kuwimb, PhD**  
Managing Director – Kumul Minerals Holdings Ltd

Cc: **Mr Jerry Garry**  
Managing Director - Mineral Resources Authority

Cc: **Mr Dairi Vele**  
Secretary - Department of Treasury

Cc: **Mr Harry Kore, LLB**  
Secretary - Department of Mineral Policy & Geo-Hazard Management

Cc: **Mr Daniel Rolpagarea, LLB**  
State Solicitor

OK TEDI MINING  
CORPORATE RELATIONS  
26 APR 2021  
PORT MORESBY  
DATE RECEIVED

RECEIVED  
26 APR 2021  
OFFICE OF THE SECRETARY  
DEPARTMENT OF MINERAL POLICY & GEOHAZARDS MANAGEMENT

RECEIVED  
26/4/21  
E. KALEBO  
3133507/6  
DEPARTMENT OF TREASURY

RECEIVED  
26 APR 2021  
OFFICE OF THE SECRETARY  
DEPARTMENT OF THE PRIME MINISTER  
NATIONAL EXECUTIVE COUNCIL

Name: *Luay Francis*  
Designation: *Executive Assistant*  
Time: *1:40pm*  
Date: *26/04/21*  
Signature: *[Signature]*

THE STATE SOLICITOR  
STATE SOLICITOR  
P.O. Box 504  
WAIGANI  
National Capital District  
DEPARTMENT OF JUSTICE

Mineral Resources Authority  
Executive Division  
Mining House, Parapara Freeway  
P.O. Box 1906  
Port Moresby, MCD  
Papua New Guinea  
Ph: 321 3511  
Fax: 320 0583

MRA LEGAL SERVICE  
RECEIVED BY: *CECILIAN*  
Signature: *[Signature]*  
Date: *26/04/21*