



**FUNDING AGREEMENT
FOR
NGATIWAI MARAE GROUNDS RESTORATION PROJECT**

BETWEEN The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (“**Ministry**”)

AND **Maylene Ella Hadfield, Penney Hadfield, Ralph Hadfield, Jury Greenland, Marereira Ella Hadfield, Merepeka I. Christina Henley, Parata Heta Thompson as Responsible Trustees of Ngatiwai Marae Committee Charitable Trust (“Recipient”)**

BACKGROUND

The Ministry wishes to contribute to the Project by providing Funding from the appropriation set out in Schedule 1 (Details) on the terms set out in this Agreement.

AGREEMENT

The Ministry will pay the Funding to the Recipient, and the Recipient accepts the Funding, on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Funding Agreement Standard Terms and Conditions).

SIGNED by the **SOVEREIGN IN
RIGHT OF NEW ZEALAND** acting
by and through the Chief
Executive of the Ministry of
Business, Innovation and
Employment or his or her
authorised delegate:)
)
)
)
)
)

Nicki Sutherland

Director Regional Development (North)

24.12.20
Date

SIGNED for and on behalf of)
[the responsible trustees of])
NGATIWAI MARAE COMMITTEE
CHARITABLE TRUST by [two
trustees]:

SCHEDULE 1 - DETAILS**1 CONTEXT**

- 1.1 Through the Provincial Development Unit, the Ministry is responsible for administering the Provincial Growth Fund, which aims to lift productivity potential in New Zealand's provinces.
- 1.2 On 5 May 2020, Cabinet approved a \$230 million funding package for immediate worker redeployment [CAB-20-MIN-0197]. This package includes an allocation of up to \$70 million (plus GST, if any) for the renovation of town halls, war memorials, Marae and Pasifika churches.
- 1.3 The Recipient will use the Funding (out of the package described in clause 1.2) to carry out the Project and to achieve the following objectives:
- (a) immediate redeployment or employment of vulnerable workers impacted by COVID-19;
 - (b) provide a programme of work for local tradesmen and contractors;
 - (c) an opportunity to target Māori, Pasifika and other vulnerable workers that are not able to secure contracts through more substantial infrastructure project; and
 - (d) give public confidence that renewed economic activity is underway through targeting regional assets that are highly visible to the community.

2 FUNDING (clause 2.1, Schedule 2)

- 2.1 **Funding Total:** This Agreement provides funding for a total amount of up to **\$295,095** (plus GST, if any) (**Funding**).
- 2.2 **Application of Funding:** The Recipient may not use the Funding for any part of the Project that is or was already funded by any party (including the Recipient, unless otherwise approved by the Ministry in writing), or in relation to any activity which the Ministry advises the Recipient that it may not apply the Funding to.
- 2.3 **Overruns:** The parties acknowledge that the Funding in clause 2.1 is the total amount available from the Ministry for the Project, and that the Recipient will be liable for all cost overruns in relation to the delivery of the Project. The Ministry will not be liable for any cost overruns. The Recipient will carefully monitor the likelihood of cost overruns through its budgeting and reporting process, and will notify the Ministry as soon as it is aware of that there is a high likelihood that Project costs will exceed the total Funding available under this Agreement. The parties will consult on a solution.

3 PROJECT (clause 2.6, Schedule 2)

- 3.1 **Project:** The Recipient will use the Funding to renovate and restore the following assets:
- (a) **Ngatiwai Marae Carpark** 1561 Rawhiti Road, R D 4 Russell 0184.
- as described in further detail in **Schedule 3**.
- 3.2 **Expansion of Project:** The parties may agree to vary this Agreement to include renovations to any additional assets, as approved by the Ministry, by varying the Agreement using the template attached as **Schedule 6**.
- 3.3 **Consents:** The Recipient confirms that no building or resource consents are required in relation to the Project and that, as at the date of this Agreement, the Recipient is not aware of any matter which will, or is likely to, prevent the Project from commencing immediately.
- 3.4 **Delivery:** The Recipient must deliver the Project to the high standard set out in:
- (a) its original application to the Ministry, and
 - (b) any further plans, designs or other documents submitted to, and approved by, the Ministry.

4 PROCUREMENT

4.1 **Purpose:** In delivering the Project, the Recipient must ensure that all tendering, procurement, employment and training arrangements:

- (a) prioritise the employment of local workers impacted by the COVID economic crisis;
- (b) occur at pace, time being critical; and
- (c) comply with the Social Procurement Objectives.

together, “the **Purpose**”.

4.2 **Social Procurement Objectives:** The Recipient will deliver the Project in accordance with any agreed Social Procurement Objectives detailed in **Schedule 4**.

5 PAYMENT TERMS (clause 2, Schedule 2)

5.1 **Payments:** Subject to clause 5.2, the Ministry will pay the Funding to the Recipient in the below instalments (**Instalments**) as follows:

Instalment	Deliverable	Amount (plus GST, if any)
First Instalment	On Commencement (once relevant payment preconditions are satisfied).	\$ <small>Commercial Informa</small>
Second Instalment	Once First Instalment is spent (and relevant payment preconditions are satisfied). Project must be on track as described in Schedule 3 and the Recipient is meeting all requirements in this Agreement.	up to \$ <small>Commercial Inform</small>
Third Instalment	Once Second Instalment is spent (and relevant payment preconditions are satisfied). Project must be on track as described in Schedule 3 and the Recipient is meeting all requirements in this Agreement.	up to \$ <small>Commercial Inform</small>
Final Instalment	Completion Date (and relevant payment preconditions are satisfied). Project must be complete, as described in Schedule 3 and all requirements in this Agreement must have been met.	Remainder (if required to meet Project costs), up to the Funding Total (clause 2.1)

5.2 **Payment preconditions:** The Ministry is not required to make any payments under this Agreement until the following conditions have been satisfied (in the Ministry’s sole discretion):

- (a) in relation to each Instalment (except the First Instalment), the Recipient has provided the Ministry with copies of the GST invoices for all payments over \$1,000 paid by the Recipient to third parties using the previous Instalment;
- (b) the Recipient has provided a valid GST invoice for the Instalment;
- (c) in relation to each Instalment (except the First Instalment), the Recipient has delivered all monthly reports required under clause 7 to the Ministry’s satisfaction;

- (d) the Recipient is not in breach of any provision of this Agreement; and
- (e) in relation to each Instalment (except the First Instalment), the Ministry (acting through the Provincial Development Unit) is satisfied in its sole discretion that:
 - i. the Project is progressing as approved; and
 - ii. the Funding has been applied in accordance with its expectations, including pursuant to discussions with the Recipient.

5.3 **COVID-19:** The parties acknowledge the existence of “COVID-19”. The Recipient must notify the Ministry (as soon as reasonably practicable) where the implications of “COVID-19” may impact on, or prevent the delivery of the Project or any part of the Project. For the avoidance of doubt, the Recipient will deliver all parts of the Project that are not impacted by “COVID-19”. In the event that there is a reasonable likelihood that the Project will not be completed by the Completion Date, then this Agreement may be varied by agreement in writing between the parties.

6 TERM

6.1 **Commencement Date:** The Commencement Date is **Commercial Information**

6.2 **Completion Date:** The Completion Date is the date that is **Commercial Information** from the Commencement Date.

7 REPORTING REQUIREMENTS (clause 5.1, Schedule 2)

7.1 **Monthly Reports:** The Recipient will provide the Ministry with a monthly report, completed on a template attached as **Schedule 5**, by the 3rd Business Day following the end of each month.

7.2 **Ministry satisfaction:** For the avoidance of doubt, if any one or more of the Monthly Reports do not satisfy the Ministry that the Project is achieving the Purpose, the Ministry will be entitled to terminate the Agreement and recoup all unspent funds in accordance with clause 4 of Schedule 2.

7.3 **Final Report:** A Final Report within 1 month of the Completion Date that includes the following items:

- (a) an analysis of how the Funding has enabled the Recipient to achieve the key outcomes of the Project;
- (b) an analysis of how the Funding has reduced the economic impacts of COVID-19 in the Recipient’s region;
- (c) the number of jobs that were created during and resulting from the Project;
- (d) the number of displaced workers redeployed during and resulting from the Project;
- (e) how the Project has increased social inclusion and participation;
- (f) how the Project has contributed to Māori development;
- (g) how the Project has contributed to New Zealand’s climate change commitments and environmental sustainability (if applicable);
- (h) how the Project has increased regional and national resilience by improving critical infrastructure and/or growth and diversification of the economy (if applicable); and
- (i) any other information that is notified by the Ministry in writing to the Recipient.

7.4 **Further information:** The Recipient acknowledges that the Ministry is developing an evaluation framework and is that it is likely to receive requests for additional information from the Ministry. The Recipient will promptly provide all information requested by the Ministry necessary to verify the Recipient’s performance under this Agreement, including (without limitation) its procurement documentation, subcontracts, financial and technical information, and records of the number and make-up of the deployed workforce.

8 **ADDRESS FOR NOTICES** (clause 12.5, Schedule 2)

Ministry:	Recipient:
Ministry of Business, Innovation and Employment 15 Stout Street PO Box 1473 WELLINGTON 6011 Email address and Funding Agreement Contact: jade.morunga@mbie.govt.nz Attention: Jade Morunga	Ngatiwai Marae Committee Charitable Trust 1561 Rawhiti Road RD4, Russell Privacy of natural persons Merepeka Henley

SCHEDULE 2 - FUNDING AGREEMENT STANDARD TERMS AND CONDITIONS

1. Interpretation

1.1 In this Agreement, the following terms have the following meanings:

“**Agreement**” means this agreement, including Schedules 1 to Schedule 6;

“**Business Day**” means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003;

“**Commencement Date**” means the commencement date set out in the Details or, if no commencement date is set out, the date of this Agreement.

“**Completion Date**” has the meaning given in the Details;

“**Confidential Information**” includes all information and data (in any form) concerning the organisation, administration, operation, business, clients, finance, and methods of the Ministry, including any information provided by the Ministry under or in connection with this Agreement;

“**Details**” means Schedule 1;

“**Funding**” means the funding amount set out in the Details;

“**GST**” means goods and services tax within the meaning of the Goods and Services Tax Act 1985;

“**Intellectual Property Rights**” includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity;

“**Parties**” means the Ministry and the Recipient and their respective successors and permitted assigns;

“**Project**” means the project described in the Details and Schedule 3;

“**Project Tasks**” means the project tasks (if any) set out in the Details which must be

completed by the Recipient before a Funding payment is made by the Ministry.

1.2 References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.

1.3 The headings in this Agreement are for convenience only and have no legal effect.

1.4 The singular includes the plural and vice versa.

1.5 “Including” and similar words do not imply any limitation.

1.6 References to a statute include references to that statute as amended or replaced from time to time.

1.7 Monetary references are references to New Zealand currency.

1.8 If there is any conflict of meaning between the Details and Schedule 2, Schedule 2 will prevail.

2. Funding

2.1 The Ministry must pay the Funding at the rate and in the manner set out in the Details. The Funding is the total amount payable by the Ministry for the Project.

2.2 The Recipient must provide a valid GST invoice to the Ministry for all Funding due in the manner set out in the Details and in a form as reasonably required by the Ministry. The invoice must:

- a. be sent directly to the Ministry via email to monitorpgf@mbie.govt.nz;
- b. be copied to the relevant Ministry contact as set out in clause 10 of the Details;
- c. include sufficient information reasonably required to enable the Ministry to validate the claim for payment including a reference to this Agreement (under which the invoice is issued);
- d. be clearly and legibly marked to

- Ministry staff as advised by the Ministry to the Recipient from time to time.
- 2.3 The Ministry is not obliged to make any payment under this Agreement until an invoice which complies with clause 2.2 has been received by it from the Recipient. Payments will be made to the credit of a bank account to be designated in writing by the Recipient.
- 2.4 The Funding is inclusive of all taxation except GST. The Ministry will be entitled to deduct any withholding tax required to be withheld by law from payments made to the Recipient and will not be required to gross-up or increase any such payments in respect of such amounts withheld.
- 2.5 The Recipient must use the Funding only to carry out the Project in accordance with this Agreement.
- 2.6 In consideration of the Funding, the Recipient must:
- (a) progress the Project to the Ministry's satisfaction;
 - (b) complete the Project to the Ministry's satisfaction by the Completion Date;
 - (c) carry out the Project in accordance with:
 - (i) the methodology (if any) set out in the Details;
 - (ii) the best currently accepted principles and practice applicable to the field(s) of expertise relating to the Project; and
 - (iii) all applicable laws, regulations, rules and professional codes of conduct or practice; and
 - (d) refund any unspent Funding to the Ministry within 10 Business Days of the Completion Date.
- 2.7 Where all of the monies received by the Recipient to carry out the Project (including the Funding) exceeds the total cost of the Project, the Recipient must refund to the Ministry the excess amount. The Recipient is not required to refund, under this clause 2.7, any amount that exceeds the total amount of Funding.
- 2.8 The Recipient must ensure (and must procure that any contractor it uses ensures) that all agreements it enters into with contractors or any other party in connection with the Project are on an "arm's length" basis and provides value for money. To the extent that the expenditure relates to work performed by parties not at "arm's length", that expenditure must be assessed at reasonable market value, and contain no unacceptable overhead and no element of "in group profit".
- 3. Project Progress**
- 3.1 If:
- (a) the Ministry is not satisfied with the progress of the Project;
 - (b) the Recipient does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which, in the Ministry's opinion, may damage the business or reputation of the Ministry; or
 - (c) the Recipient breaches any of its obligations under this Agreement,
- the Ministry may (without limiting its other remedies):
- (d) renegotiate this Agreement with the Recipient; or
 - (e) terminate this Agreement immediately by notice to the Recipient, and clause 4.4, 4.5 and 4.6 will apply.
- 4. Term and Termination**
- 4.1 Subject to clauses 4.2 and 4.3, this Agreement will commence on the Commencement Date and expire when:
- (a) the Final Report is completed and provided to the Ministry; and
 - (b) the Project is completed,
- to the satisfaction of the Ministry.
- 4.2 The Ministry may terminate this Agreement at any time by giving at least 10 Business Days' notice to the Recipient.

- 4.3 The Ministry may terminate this Agreement immediately by giving notice to the Recipient, if the Recipient:
- (a) is in breach of any of its obligations under this Agreement and that breach is not capable of being remedied;
 - (b) fails to remedy any breach of its obligations under this Agreement within 5 Business Days of receipt of notice of the breach from the Ministry;
 - (c) does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
 - (d) has given or gives any information to the Ministry which is misleading or inaccurate in any material respect; or
 - (e) becomes insolvent, bankrupt or subject to any form of insolvency action or administration.
- 4.4 Termination of this Agreement is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.
- 4.5 On termination of this Agreement, the Ministry may (without limiting any of its other rights or remedies):
- (a) require the Recipient to provide evidence of how the Funding has been spent; and/or
 - (b) require the Recipient to refund to the Ministry:
 - (i) any of the Funding that has not been spent or committed by the Recipient. For the purposes of this clause, Funding is committed where it has been provided or promised to a third party for the purpose of carrying out the Project and the Recipient, after using reasonable endeavours, is unable to secure a refund or release from that promise (as the case may be); or
 - (ii) the proportion of the Funding that equates to the uncompleted part of the Project, as reasonably determined by the Ministry; and/or
 - (c) if the Funding has been misused, or misappropriated, by the Recipient, require the Recipient to refund all Funding paid up to the date of termination, together with interest at the rate of 10% per annum from the date the Recipient was paid the money to the date the Recipient returns the money.
- 4.6 The provisions of this Agreement relating to termination (clause 4), audit and record-keeping (clause 5.2(b), (c) and (d)), warranties (clause 6), intellectual property (clause 7), confidentiality (clause 8), and liability and insurance (clause 9) will continue after the expiry or termination of this Agreement.
- 5. Reporting Requirements and Audit**
- 5.1 The Recipient must report on the progress of the Project to the Ministry:
- (a) as set out in the Details;
 - (b) as otherwise reasonably required by the Ministry; and
 - (c) in any format and on any medium reasonably required by the Ministry.
- 5.2 The Recipient must:
- (a) maintain true and accurate records in connection with the use of the Funding and the carrying out of the Project sufficient to enable the Ministry to meet its obligations under the Public Finance Act 1989 and retain such records for at least 7 years after termination or expiry of this Agreement;
 - (b) permit the Ministry, at the Ministry's expense, to inspect or audit (using an auditor nominated by the Ministry), from time to time until 7 years after termination or expiry of this Agreement, all records relevant to this Agreement;
 - (c) allow the Ministry reasonable access to the Recipient's premises or other

premises where the Project is being carried out; and

- (d) appoint a reputable firm of chartered accountants as auditors to audit its financial statements in relation to the use of the Funding;

6. Warranties

6.1 Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.

6.2 The Recipient warrants that:

- (a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency administration in relation to the Recipient;
- (b) all information provided by it to the Ministry in connection with this Agreement was, at the time it was provided, true, complete and accurate in all material respects; and
- (c) it is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the Funding.

7. Intellectual Property

7.1 All Intellectual Property Rights in the reports provided under clause 5.1 will be owned by the Ministry from the date the reports are created or developed.

7.2 All intellectual property produced by the Recipient or its employees or contractors in relation to the Project is, on creation, jointly owned by the Ministry and the Recipient. Each Party may use (which includes modifying, developing, assigning, or licensing) such intellectual property without obtaining the prior consent of the other Party. On request, the Recipient must provide to the Ministry such intellectual property in any format, and on any medium, reasonably requested by the Ministry.

7.3 The Recipient must ensure that material created or developed in connection with the

Project does not infringe the Intellectual Property Rights of any person.

8. Confidentiality

8.1 The Recipient must:

- (a) keep the Confidential Information confidential at all times;
- (b) not disclose any Confidential Information to any person other than its employees or contractors to whom disclosure is necessary for purposes of the Project or this Agreement;
- (c) effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons; and
- (d) ensure that any employees or contractors to whom it discloses the Confidential Information are aware of, and comply with, the provisions of this clause 8.

8.2 The obligations of confidentiality in clause 8.1 do not apply to any disclosure of Confidential Information:

- (a) to the extent that such disclosure is necessary for the purposes of completing the Project;
- (b) required by law; or
- (c) where the information has become public other than through a breach of the obligation of confidentiality in this clause 8 by the Recipient, or its employees or contractors, or was disclosed to a Party on a non-confidential basis by a third party.

8.3 The Recipient must obtain the Ministry's prior written agreement over the form and content of any public statement made by the Recipient relating to this Agreement, the Funding, or the Project.

9. Liability and Insurance

9.1 The Ministry is not liable for any loss of profit, loss of revenue or other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement.

9.2 The maximum liability of the Ministry under or in connection with this Agreement

whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if the Project had been carried out in accordance with this Agreement.

9.3 The Recipient (including its employees, agents, and contractors, if any) is not an employee, agent or partner of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to meet any of the Recipient's obligations under the Health and Safety at Work Act 2015 or to pay to the Recipient:

- (a) holiday pay, sick pay or any other payment under the Holidays Act 2003; or
- (b) redundancy or any other form of severance pay; or
- (c) taxes or levies, including any levies under the Accident Compensation Act 2001.

9.4 The Recipient indemnifies the Ministry against any claim, liability, loss or expense (including legal fees on a solicitor own client basis) ("loss") brought or threatened against, or incurred by the Ministry, arising from or in connection with a breach of this Agreement by the Recipient or the Project, or from the negligence or wilful misconduct of the Recipient, its employees or contractors.

9.5 Where the Recipient is a trustee, the Ministry acknowledges that the Recipient has entered into this Agreement as a trustee of the trust named in Schedule 1 in an independent capacity without any interest in any of the assets of the trust other than as trustee. Except where the Recipient acts fraudulently, the Recipient is liable under this Agreement only to the extent of the value of the assets of the trust available to meet the Recipient's liability, plus any amount by which the value of those assets has been diminished by any breach of trust caused by the Recipient's wilful default or dishonesty.

9.6 The Recipient must effect and maintain for the term of this Agreement:

- (a) adequate insurance to cover standard commercial risks; and
- (b) other insurance reasonably required by the Ministry.

The Recipient must, upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

10. Dispute Resolution

10.1 The Parties will attempt to resolve any dispute or difference that may arise under or in connection with this Agreement amicably and in good faith, referring the dispute to the Parties' senior managers for resolution if necessary.

10.2 If the Parties' senior managers are unable to resolve the dispute within 10 Business Days of it being referred to them, the Parties will refer the dispute to mediation or another form of alternative dispute resolution agreed between the Parties.

10.3 If a dispute is referred to mediation, the mediation will be conducted by a single mediator appointed by the Parties (or if they cannot agree, appointed by the Chair of the Resolution Institute of New Zealand) and on the terms of the Resolution Institute's standard mediation agreement (unless the Parties agree otherwise). The Parties will pay their own costs relating to any mediation or other form of alternative dispute resolution (unless they agree otherwise).

10.4 The Parties must continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending final resolution of the dispute.

10.5 Nothing in this clause 10 precludes either Party from taking immediate steps to seek urgent relief before a New Zealand Court.

11. Force Majeure

11.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including, acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action

after the date of this Agreement (“Force Majeure Event”). The Party affected must:

- (a) notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
- (b) use its best endeavours to overcome the Force Majeure Event; and
- (c) continue to perform its obligations as far as practicable.

12. General

12.1 A waiver by either Party of any rights arising from any breach of any term of this Agreement will not be a continuing waiver of any other rights arising from any other breaches of the same or other terms or conditions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or remedy in this Agreement will operate as a waiver. No single or partial exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy.

12.2 Assignment:

- (a) The Recipient must not assign, delegate, subcontract or transfer any or all of its rights and obligations under this Agreement. The Recipient remains liable for performance of its obligations under this Agreement despite any approved subcontracting or assignment.
- (b) If the Recipient is a company, any transfer of shares, or other arrangement affecting the Recipient or its holding company which results in a change in the effective control of the Recipient is deemed to be an assignment subject to clause 12.2(a).

12.3 This Agreement may only be varied by agreement in writing signed by the Parties.

12.4 If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.

12.5 Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or registered post to the Parties' respective email address, postal address as set out in the Details. A notice is deemed to be received:

- (a) if personally delivered when delivered; or
- (b) if posted, three Business Days after posting;
- (c) if sent by email, at the time the email enters the Recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error,

provided that any notice received after 5pm or on a day which is not a Business Day shall be deemed not to have been received until the next Business Day.

12.6 This Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

12.7 This Agreement may be signed in any number of counterparts (including emailed copies) and provided that each Party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.

12.8 This Agreement will be governed by and construed in accordance with the laws of New Zealand.

SCHEDULE 3 – PROJECT DESCRIPTION

This project would start within two weeks of the funding contract being signed. **Ngatiwai Marae Committee Charitable Trust** has a project plan to have the carpark completed in [Commercial Information] from the execution of this contract.

The work programme will consist of the following tasks

1. Planning development
2. Site preparation
3. Completing works on the carpark

At the end of the project the marae would have beautiful, fully functioning carpark.

A project plan of the work programme is outlined below, and will be referred to as part of the monthly reporting.

TASK	ASSIGNED TO	START DATE
To extend, prepare, stabilise and 2 coat chip seal car parking area of the Ngatiwai Marae, the sealed area of [Commercial Information] m2, stabilising depth is [Commercial Information] mm with [Commercial Information] kg cement per m2. Chip seal is [Commercial Information] chip.	[Commercial Information] [Commercial Information] [Commercial Information]	[Commercial Information] after contract executed
Help to Prepare carpark for sealing	Groundsman and Labourer	Prior to carpark starting

Project Activity	Indicative Costs
Carpark quote 1:	\$ [Commercial Information]
Carpark quote 2:	\$ [Commercial Information]
Subtotal:	\$ [Commercial Information]
Project Management [Commercial Information]%	\$ [Commercial Information]
Contingency ([Commercial Information]% of total recommended project costs per marae):	\$ [Commercial Information]
Additional funding:	\$ [Commercial Information]
Total:	\$295,095

(Note, the Provincial Development Unit have removed \$ [Commercial Information] costs sought for labour and removed costs sought for equipment costing \$ [Commercial Information].

Project Management

Overall responsibility for the project will be led by [Commercial Information] and all administration & reporting for the project will be led by Merepeka Henley (current Chair), this is supported by all of the Ngatiwai Marae Committee Charitable Trust Trustees

SCHEDULE 4 – SOCIAL PROCUREMENT OUTCOMES

Outcome	Measure
Employment of targeted workers	<p>The Ministry of Social Development should be considered in addition to private sources of recruitment including iwi, and hiring prioritised as follows:</p> <ol style="list-style-type: none"> 1. local workers displaced by Covid and identifying as Māori or Pasifika. 2. local workers displaced by Covid 3. workers identifying as Māori or Pasifika 4. local workers <p>With the employment of women prioritised at each level where possible.</p>
Local Businesses	70% of the direct contracts and sub-contracts will be awarded to businesses owned and operated by people who reside in the region operating in the region (targeting Māori and Pasifika businesses in particular)
Supplier Diversity	70% of the direct contracts and sub-contracts will be awarded to Māori and Pasifika businesses
Worker Conditions	100% of employees will be registered with a suitably qualified health and safety testing organisation including mental health and wellness.
Environmental Responsibility	<p>Adoption of practises that enable the project to be delivered sustainably, including by:</p> <ul style="list-style-type: none"> • protecting or enhancing the local ecosystem and its indigenous biodiversity • actively seeking to minimise the carbon impact of project delivery, to support the transition to a net zero emissions economy • minimising waste, re-using materials, and where possible incorporating the principles of the circular economy • using water resources efficiently • using low-impact, sustainably and locally sourced materials and products; and/or • including resilience to the impacts of a changing climate.

SCHEDULE 5 – MONTHLY REPORT TEMPLATE

MONTHLY REPORT



Ngatiwai Marae Grounds Restoration Project

Location and Region:	
Contracted Amount:	
Report Date:	For the month ending [<i>insert month</i>]
Programme Outcomes:	<ul style="list-style-type: none"> • prioritise the employment of local workers displaced by the COVID economic crisis; • occur at pace, time being critical; and • assist in meeting the Social Procurement Objectives

1. Project Updates

Provide description and analysis of actual against planned progress of each Project Element to show that the Project is occurring at pace.

Project Element	Details of progress

2. Redeployment Outcomes

2.1 Complete the following table for the number of people working to deliver the project in the current reporting period.

Project Element	Total People Working	No. prev Unemployed	No. local	No. aged 15-24	No. Māori	No. Pasifika	No. Women	Job type • Full-time • Part-Time • Contractor
TOTAL	[]							

2.2 Complete the following total jobs table, showing total current, past and expected future jobs.

Current jobs (this should be the 'Total People Working' in the table above)	People previously but no longer employed on the project	Expected jobs in the future

2.3 Provide any additional narrative to explain the table or give other relevant information

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3. Supplier Diversity Outcomes

Complete the following table for the number and value of each direct or sub-contract awarded to local, Māori and/or Pasifika-owned businesses during the current reporting period.

Name of business	Business type (Māori, Pasifika, local)	Contract type (direct, sub-contract)	Contract purpose (briefly describe)	Length of contract (months)	Total value of contract (\$)	No. new employees (as a result of contract)

4. Social Procurement Objectives

Please provide detail in the table below.

State your Social Procurement Objectives (as agreed during contracting)	State your Social Procurement Measures (as agreed during contracting)	Show achievements to date against each of the Social Procurement Objectives

4.1 Provide additional narrative to show how tendering, procurement, employment and/or training arrangements are helping to achieve the Social Procurement Objectives, identifying any limitations or further support needed.

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5. Financials

Give Summary of funding received and expenditure to date, actual against budgeted, for each Project Element) in Table or add Appendix.

Project Element	Received from PGF	Budgeted	Actual	Note
Total				

6. Forward Work Programme

Outline forward work to be completed in the next month

Project Element	Outline of Planned Work (for next month)

7. Risks/Issues/Opportunities

(Any risks and/or issues arising or expected to arise, costs and mitigation)

Risks / Issues	Magnitude / Likelihood	Mitigation

8. Communications (An update on media, marketing and communications activity for this Project)

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9. Any other information

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SCHEDULE 6 – FURTHER ASSETS

[The parties may use this template to prepare a deed of variation (which must be signed by all parties:)]

1. **Total Funding:** The total Funding in clause 2.1 is varied to: *[\$[insert new total funding amount]*, which comprises:
 - (a) *[\$[original funding amount]* to undertake renovations at the following assets:
 - i. *[insert address/location]*; and
 - ii. *[insert address/location]*.
 - (b) *[\$[new funding amount]* to undertake renovations to the Additional Assets.

2. **Project:** The Project location in clause 3.1 is varied to include renovation works at assets at the following locations (**Additional Assets**):
 - (a) *[insert address/location]*; and
 - (b) *[insert address/location]*.

3. **Completion Date:** The Completion Date in clause 6.2 is varied to *[insert]* months from the Commencement Date.

4. **Schedule 3:** The Project description in Schedule 3 is amended as follows: