



Funding Agreement Variation

Development Phase Funding Agreement (the Agreement)

Title: Taranaki's Historic Cathedral Project

between

Ministry: The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment

and

Recipient: Taranaki Anglican Trust Board

Date Executed: Commercial Information

PDU ID: Commercial Information

Variation Number: 1

Project Description: Establishing a tourist attraction at the Taranaki Cathedral, a site of national significance and great importance to the Taranaki region. This includes cuation of a permanent showcase of the stories relating to the Cathedral site, construction of Te Whare Hononga to house the stories and earthquake strengthening the Cathedral to Comm % New Building Standard.

Reason for Variation: Due to the delay in signing the funding agreement, the planning for the construction aspect of the agreement has not progressed as quickly as previously agreed. Because of this, the milestones will be extended by Commercial Information.

Variation

In accordance with Part 2, Clause 13.5 of the Agreement, the parties agree to vary the Agreement.

The scope of the Variation is set out in the attached Schedule of Changes. The Variation is effective from the Effective Date stated in the Schedule of Changes.

Subject to the changes made by this Variation the terms and conditions of the Agreement will continue in full force and effect.

Words used but not defined in this Variation have the same meaning as they do in the Agreement.

This Variation is governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction in any proceedings relating to it.

This Variation may be executed in two or more counterparts (including electronic copies) each of which shall be deemed to be an original, but all of which together shall constitute one instrument. No counterpart is effective until each party has executed at least one counterpart.

Acceptance

**Signed for and on behalf of
the Ministry:**

**Signed for and on behalf of
the Recipient:**

Signature

Signature

Name:

Name:

Position:

Position:

Date:

Date:

Schedule of Changes

Effective Date: Upon the signing of this funding agreement variation by both parties.

Changes to the Agreement

Changes to Part 1: Key Details

1. Change to End Date

1.1 The End Date as stated in Part 1, Item 3 is amended from **Commercial Information** to **Commercial Information**.

2. Change to Development Phase Deliverables and Instalments

2.1 The table at Part 1, Item 7, is deleted and replaced with the following table (changes are in italics):

Te Whare Hononga Content Phase		
Completion Date	Project Deliverables	Instalment payable on completion of Project Deliverable plus GST (if any)
Commencement Date	Funding Agreement executed by both parties and all relevant Conditions Precedent (Item 5) have been satisfied or waived; Submission of a Project Plan for the Whare Hononga. The document must include (but is not limited to) detail on the proposed approach to undertake the Te Whare Hononga Content and Construction Phases, a programme of work, stakeholder engagement strategy, a procurement plan, a budget setting out the funding and application of funds in relation to the Whare Hononga including the operational model once the construction is complete. Commencement of the ' Te Whare Hononga Content Phase '.	up to \$ Commercial Information
Within two months from Commencement Date	Research Confirmation of the engagement of a Researcher(s) to the satisfaction of the Ministry, who is of a national standing to complete the works as set out above in the Project Description.	Up to \$ Commercial Information

Within ^{Commercial Information} from Commencement Date	Curation Confirmation of the engagement of an Advisor (and/or group of Advisors), to the satisfaction of the Ministry, to provide a comprehensive plan of works necessary to tell or display the stories researched and curated.	Up to \$ ^{Commercial Information}
Within ^{Commercial Information} from Commencement Date	Narration Confirmation of the engagement of an Advisor (and/or group of Advisors), to the satisfaction of the Ministry, to display the stories as curated, and any related work, in a manner that is deemed likely to achieve a destination of national significance. The work undertaken is likely to include (but not be limited to) a curation plan detailing material to be displayed and costings for production and installation.	Up to \$ ^{Commercial Information}
By ^{Commercial Information} [Redacted]	Completion of the Whare Hononga, including the installation of the content.	Up to \$ ^{Commercial Information}
	TOTAL Te Whare Hononga Content Phase	Up to \$ ^{Commercial Information}

Te Whare Hononga Construction Phase		
Completion Date	Project Deliverables	Instalment payable on completion of Project Deliverable plus GST (if any)
By ^{Commercial Information} [Redacted]	Notice in writing from the Ministry that all of the Construction Conditions for Te Whare Hononga as specified in Item 14 are complete to the satisfaction of the Ministry (Te Whare Hononga Construction Commencement Date)	Up to \$ ^{Commercial Information}
From ^{Commercial Information} to ^{Commercial Information} [Redacted]	The Recipient will undertake the construction works to complete the Whare Hononga, the construction milestones will be documented in the Project	The Recipient may make up to ^{Com} Payment Requests to a maximum of \$ ^{Commercial Information} in total for Eligible Costs toward

	Documents as required in Item 14.	the construction of the Whare Hononga.
By <small>Commercial Information</small>	<p>Completion</p> <p>Evidence of the completion of Te Whare Hononga, demonstrated by:</p> <ul style="list-style-type: none"> - Delivery of the contractor's final report; and - Delivery of the Trust's approval and sign off. 	Up to \$ <small>Commercial Information</small>
	TOTAL Te Whare Hononga Construction Phase	Up to \$ <small>Commercial Information</small>

Strengthening The Cathedral		
Completion Date	Project Deliverables	Instalment payable on completion of Project Deliverable plus GST (if any)
Cathedral Commencement Date	Notice in writing from the Ministry that all of the Construction Conditions for the Strengthening the Cathedral are satisfied to the satisfaction of the Ministry.	up to \$ <small>Commercial Information</small>
From Cathedral Commencement Date to the Final Deliverable.	The Recipient will undertake the construction works to complete the Strengthening the Cathedral, the construction milestones will be documented in the Project Documents as required in Item 14.	The Recipient may make up to <small>Commercial Information</small> Payment Requests to a maximum of \$ <small>Commercial Information</small> in total for Eligible Costs toward Strengthening the Cathedral.
<small>Commercial Information</small> from Cathedral Commencement Date	Evidence of the completion of Strengthening the Cathedral, demonstrated by: <ul style="list-style-type: none"> - Delivery of the contractor's final report; and - Delivery of the Trust's approval and sign off. 	Up to \$ <small>Commercial Information</small>
	TOTAL	Up to \$ <small>Commercial Information</small>