



29 March 2023

Simon Bridges
Auckland Regional Chamber of Commerce & Industry (Incorporated)
90 Symonds Street
Grafton
Auckland

Dear Simon

Variation of Agreement

I refer to:

- the agreement between the Ministry of Business, Innovation and Employment (**MBIE**) and the Auckland Regional Chamber of Commerce & Industry (Incorporated) (**Recipient**) dated 14 February 2023 relating to the Auckland small business flood relief package and the variation and restatement of that agreement dated [date] providing additional funding to address cyclone-impacted businesses immediate cash-flow needs (the **Agreement**);
- the decision of Cabinet's Extreme Weather Recovery Committee on 14 March 2023 to provide a further \$25 million of funding for business support grants to be delivered by local delivery partners; and
- the decision of Joint Ministers on 19 March 2023 to 24 March 2023.

As a result of those decisions and under clause 12.3 of Schedule 2 of the Agreement, the parties have agreed to vary the Agreement as follows:

1. Clause 3 (Funding) of Schedule 1 of the Agreement is deleted in its entirety and replaced with the following:
 3. **Funding** (clause 2.1, Schedule 2)
 - 3.1 *This Agreement provides funding for a total amount of \$10,192,000 (plus GST, if any), split between:*
 - *Up to \$1,000,000 (plus GST, if any) for mental wellbeing support, through a boost to the existing First Steps programme; and*
 - *Up to \$9,192,000 (plus GST, if any) for discretionary flood and cyclone recovery disbursements, to support significantly impacted businesses.*

3.2 *Administration costs will be incurred by the Recipient to deliver the Package. These can be up to \$407,680. Funds will be sourced from within the total funding amount of \$10,192,000 and subject to the following limits:*

- *Up to \$40,000 from within the \$1,000,000 for mental wellbeing support;*
- *Up to \$367,680 from within the flood and cyclone recovery discretionary disbursement fund.*

2. Clause 4.8 of Schedule 1 of the Agreement is deleted in its entirety and replaced with the following:

The Recipient will implement and manage a discretionary Flood and Cyclone Recovery Disbursement Fund of up to \$9,192,000 (plus GST, if any). This funding will provide for a reserved discretionary fund that can only be drawn down for viable businesses within the Auckland Region significantly impacted as a direct result of the flooding or Cyclone Gabrielle, to assist with specific business needs.

3. Clause 4.11 of Schedule 1 of the Agreement is deleted in its entirety and replace with the following:

The Recipient will permit applicants to apply for grants multiple times but must ensure that the total amount of all grants made to an applicant:

- (a) *does not exceed \$40,000 (plus GST, if any) per business supported; and*
- (b) *is proportionate to the scale of the business, the damage caused and takes account of any other relevant factors.*

4. Clause 6 (Payment Terms) of Schedule 1 of the Agreement is deleted in its entirety and replaced with the following:

6 *Payment terms (clause 2, Schedule 2)*

In instalments on the payment dates set out below, subject to completion of the relevant milestone to the Ministry's satisfaction:

<i>Instalment (plus GST (if any))</i>	<i>Date</i>	<i>Milestone</i>
<i>Mental Wellbeing Support Fund</i>		
<i>\$500,000</i>	<i>On receipt of invoice from the Recipient</i>	<i>Agreement of the operational plan for the Mental Wellbeing Support Fund by Steering Group.</i>
<i>Further payments for Mental</i>	<i>On receipt of</i>	<i>Mental Wellbeing Support</i>



<i>Wellbeing Support Fund as agreed by Steering Group up to a total of \$500,000</i>	<i>invoice from the Recipient</i>	<i>Fund: Evidence to demonstrate ongoing demand, prioritisation of needs and amount required, provided to and agreed by the Steering Group. May occur multiple times.</i>
<i>Flood and Cyclone Recovery Disbursement Fund</i>		
<i>\$1,500,000</i>	<i>On receipt of invoice from the Recipient</i>	<i>Agreement of the operational plan for the Flood Recovery Disbursement Fund by Steering Group.</i>
<i>Further payments for Flood and Cyclone Recovery Disbursement Fund as agreed by Steering Group up to a total of \$7,692,000</i>	<i>On receipt of invoice from the Recipient</i>	<i>Flood and Cyclone Recovery Disbursement Fund: Evidence of full funding amount required provided and agreed by Steering Group. May occur multiple times.</i>

6. Clause 2.2 of Schedule 2 of the Agreement is deleted in its entirety and replaced with the following:

- 2.2 *The Recipient must provide a valid invoice to the Ministry for all Funding due in the manner set out in the Details. Each invoice must:*
- a. *contain taxable supply information, if GST is applicable to the category of Funding being invoiced;*
 - b. *be sent directly to the Ministry in PDF format via email to mbie.invoices@mbie.govt.nz;*
 - c. *be copied to the relevant Ministry contact as set out in clause 10 of the Details;*
 - d. *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);*

- e. *be clearly and legibly marked to Ministry staff as advised by the Ministry to the Recipient from time to time.*

The variations in this letter are deemed to take effect from the date the Agreement was signed. Except as varied by this letter, all other terms and conditions of the Agreement continue to apply.

Please indicate the Auckland Regional Chambers of Commerce & Industry (Incorporated)'s agreement to the variations and other terms set out in this letter by countersigning the **attached** copy and returning it to me by 6 April 2023.

Yours sincerely

Ross van der Schyff
General Manager, Business and Consumer

Having read the variations and other terms set out in this letter, they are agreed by the Auckland Regional Chamber of Commerce & Industry (Incorporated).

Authorised signatory

Insert name:

Insert date: