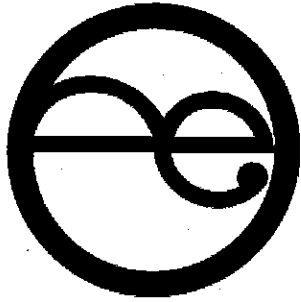


# Te Mana O Te Wai Fund DEED OF FUNDING



*Ministry for the*  
**Environment**  
*Manatū Mō Te Taiao*

PART A: PROJECT AND PARTIES	
<b>DEED OF FUNDING</b>	<p>The Recipient has applied and been approved for a funding grant from the Te Mana O Te Wai Fund, administered by the Ministry. The grant is subject to the terms of this Deed of funding. This Deed is made up of the following parts:</p> <ol style="list-style-type: none"> <li>1. Part A: Project and Parties</li> <li>2. Part B: Special Terms</li> <li>3. Part C: General Terms</li> <li>4. Any Schedules and Annexures attached to this Deed or incorporated by reference.</li> </ol>
<b>PROJECT NAME</b>	<i>Uawanui A Ruamatua - Healthy River - Healthy People</i>
<b>DEED NUMBER</b>	<b>21491</b>
<b>DURATION</b>	<p><b>Commencement Date:</b> 1st May 2016, or the date this deed is executed; whichever is later.</p>
	<p><b>Expiry Date:</b> The date that is two calendar years after the Commencement Date.</p>
<b>PROJECT PURPOSE</b>	<p>The purpose of this grant is to provide funding to Te Aitanga a Hauiti Centre of Excellence Trust (Kaitiaki of the Uawa River at Tolaga Bay) to deliver their project <i>Uawanui A Ruamatua - Healthy River - Healthy People</i> which aims to restore the Kaitawa Estuary and build capability to manage and restore the Uawa River under an iwi and community-developed vision of healthy environment – healthy people.</p> <p>The project will undertake specific restoration works including fencing, weed control and planting. It will build capacity in sustainable land management for improved water quality and support demonstration projects in sustainable land management. It will help build understanding of freshwater and estuary values at Uawa and their management.</p>

<b>SUMMARY OF KEY PROJECT REQUIREMENTS</b>	The Project Plan for the Project is attached as Annexure 1. The summary of key requirements: the Project milestones, activities and deliverables are set out in the Milestone Table of the Project Plan.	
<b>PARTIES</b>		
<b>MINISTRY</b>	<b>THE SOVEREIGN</b> in right of New Zealand, acting by and through the <b>Secretary for the Environment</b>	
<b>RECIPIENT</b>	Full legal name: Te Aitanga A Hauiti Centre of Excellence Trust	
	Trading name (if different):	
<b>RECIPIENT CONTACT DETAILS</b>	Postal address: PO Box 108, Tolaga Bay 4046	
	Physical address: 49 Cook Street, Tolaga Bay 4077	
	<b>MAIN CONTACT PERSON</b>	<b>BACKUP CONTACT PERSON</b>
	Name: Peter Hanford Title: Contractor Phone: 9(2)(a) Mobile: 9(2)(a) Email: 9(2)(a)	Name: Victor Walker Title: Chairperson Phone: 9(2)(a) Mobile: 9(2)(a) Email: 9(2)(a)
<b>MINISTRY FOR THE ENVIRONMENT DETAILS</b>	<b>MAIN CONTACT PERSON</b>	<b>BACKUP CONTACT PERSON</b>
	Name: Maegan Walker Title: Analyst Phone: (04) 439 7710 Email: maegan.walker@mfe.govt.nz	Name: Heather Penny Title: Senior Analyst Phone: (04) 439 7767 Email: heather.penny@mfe.govt.nz
	<b>Address:</b> Environment House, 23 Kate Sheppard Place, Wellington 6011 PO Box 10362 Wellington 6143	

## PART B SPECIAL TERMS

### Terms of Reference

#### 1. Terms of Reference:

- (a) The Recipient has established a Project Governance Board for the purpose of the Project as set out in the Project Plan.
- (b) The Project Governance Board will operate in accordance with the Terms of Reference. The Terms of Reference for the Project Governance Board must include the functions, make-up and procedure of the Project Governance Board, including:
  - (i) the following functions of the Project Governance Board:
    - (A) receiving and reviewing the Project Plan, including its component plans, and providing to the Project Manager recommended changes to those plans;
    - (B) overseeing financial reporting and health and safety practices in relation to the Project;
    - (C) receiving and reviewing regular Project reports from the Project Manager and providing recommendations to assist to deliver the Project successfully according to the objectives, scope, time, quality and cost in accordance with the Project Plan;
    - (D) providing expert opinion and advice on specific technical areas of the Project;
    - (E) making recommendations to the Governance Group and Project Manager to support any decision that will have a material impact on the Project;
    - (F) providing assistance or information to the Parties in relation to Ministerial and Parliamentary questions and requests under the Official Information Act 1982 and Local Government Official Information and Meetings Act 1987;
    - (G) acting as a key professional forum to communicate appropriate Project information back to key stakeholders within or relevant to their own organisation;
    - (H) providing guidance and direction to the Project;
    - (I) ensuring that appropriate Project assurance activities occur for the most critical aspect of the Project's performance and Deliverables;
    - (J) providing advice on decisions that will have a material impact on the Project, and on key documents and issues;
    - (K) agreeing management arrangements and milestones;
    - (L) approving the Project Plan, other key documents and budgets;
    - (M) performing such other functions as the Governance Group agrees should be performed by the Project Governance Board; and
    - (N) managing high level risks;
  - (xiv) how the Parties will interact with the Project Governance Board;
  - (xv) how the Project Governance Board will interact with the Governance Group; and
  - (xv) how the Project Governance Board will be supplied sufficient information by the Recipient for it to fulfil its functions.

(c) The Terms of Reference will be provided to the Ministry as part of the first milestones in the Project Plan.

2. **Key Project Personnel:** The Recipient will appoint for the duration of the Project:

(a) **Project Manager:** an appropriately trained, qualified, and experienced project manager, to manage and supervise the Project and completion of the Deliverables. The project manager will:

(i) have the authority (including appropriate financial delegations) to run the Project on a day to day basis on behalf of the Recipient within the constraints set out this Deed and in accordance with the Project Plan; and

(ii) ensure that the project management practices set out in the Project Plan are followed.

(b) The Recipient may appoint an alternative or replacement Project Manager by written notice to the Ministry.

## PART C: GENERAL TERMS

### Section 1: Definitions and Interpretation

**1.1 Definitions:** In this Deed, unless the context requires otherwise, the following definitions shall apply:

**"Capital Assets"** means those assets used in the production of goods or the rendering of services by the Recipient that are acquired, enhanced or brought to working order, by the Recipient using an amount of the Grant;

**"Capital Costs"** means costs incurred by the Recipient in acquiring an asset, enhancing an asset or in bringing an asset to working order or to a state in which it can produce the goods or render the services as required for the Project;

**"Clawback Amount"** means an amount calculated as follows:

$$\text{Clawback Amount} = G - (G \times (x/y)),$$

Where, for the relevant Capital Asset:

G = that amount of the Grant applied to Capital Costs

x = the number of whole calendar months since the first payment of that part of the Grant applied to Capital Costs

y = the number of months of the restriction period set out in Schedule 4;

**"Commencement Date"** means the date specified in Part A of this Deed;

**"Deliverable"** means any deliverable the Recipient shall complete as part of the Project as set out in this Deed;

**"Deed"** means the legal agreement between the Ministry and the Recipient that comprises Parts A-C of this deed, and any and all Schedules, Annexures and Project Plans attached or incorporated by reference.

**"Expiry Date"** means the date specified in Part A of this Deed;

**"Financial Year"** means any 12 calendar month period, or part period thereof, commencing on the Commencement Date;

**"Force Majeure Event"** means:

- (a) fire, explosion, lightning, storm, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquakes, riot and civil commotion;
- (b) failure by any utility company or other like body to carry out works or provide services;
- (c) any failure or shortage of fuel or transport;
- (d) war, civil war, armed conflict or terrorism;
- (e) any official or unofficial strike, lockout or other labour dispute;
- (f) governmental action; or
- (g) such other substantially similar circumstances which prevents either or both Parties from performing its obligations under this Deed;

**"Fund"** means the Te Mana O Te Wai Fund as administered by the Ministry;

**"Governance Group"** means the Uawanui Governance Group described in the Project Plan;

**"Grant"** means the sum of funding provided by the Ministry from the Fund pursuant to this Deed;

**"Insolvency Event"** means:

- (a) the Recipient is unable or is deemed to be unable to pay its debts when they fall due;
- (b) a receiver, liquidator or other encumbrancer is appointed to the Recipient or to any part of its assets or undertakings;
- (c) a compromise or arrangement is proposed or made between the Recipient and its creditors or any class of them;

- (d) any indebtedness of the Recipient is not paid when due or shall become due and payable or steps are taken to enforce any charge, mortgage or Security Interest for such indebtedness; and/or
- (e) any present or future charge, mortgage or Security Interest over or in respect of any of the assets of the Recipient becomes enforceable or is enforced;

**"Intellectual Property"** means all manner of intellectual property rights including (without limitation) patents, trademarks and service marks, logos, copyright, design rights and know-how whether registrable or not in any country;

**"Milestone"** means any milestone the Recipient shall complete as part of the Project as set out in this Deed;

**"Minister"** means the Minister for the Environment;

**"Parties"** means the Ministry and the Recipient;

**"Project"** means the project to be completed by the Recipient in accordance with the Project Plan;

**"Project Costs"** means those costs that are reasonable and either;

- (a) directly attributable to the Deliverables; or
- (b) if they cannot be directly attributed to the Deliverables, can be allocated to the Project in accordance with a standard cost allocation system and cost drivers,
- (c) measured in standard accrual accounting terms and excluding:
  - (i) any mark up or profit margin by the Recipient (or a Sub-Recipient); and
  - (ii) any costs based on theoretical or perceived market rates;

**"Project Executive"** means the project executive appointed by the Recipient in accordance with special term 3 in Part B of this Deed;

**"Project Governance Board"** means the Uawanui Te Mana o Te Wai Project Governance Board to oversee the delivery of the Project as described in the Project Plan;

**"Project Manager"** means the project manager appointed by the Recipient in accordance with special term 3 in Part B of this Deed

**"Project Plan"** means the project plan agreed between the Parties as part of the funding process and appended to this Deed and incorporates any and all Project Milestone tables and Project budgets appended to this Deed;

**"Restriction Period"** means in respect of each Capital Asset, a period of 60 months from the date of first payment of any portion of the Grant applied to relevant Capital Costs;

**"Security Interest"** has the meaning given to that term in the Personal Property Securities Act 1999;

**"Sub-Recipient"** means any person or body which the Recipient funds in whole or in part from the Grant whether as a supplier, contractor or otherwise and whether by payment or grant; and

**"Terms of Reference"** means the terms of reference describing the functions, make-up and procedure of, the Project Governance Board; and

**"Working Day"** means any day on which banks are generally open for business in Wellington (other than Saturdays, Sundays or public holidays).

## 1.2 Interpretation: In the interpretation of this Deed, unless otherwise stated:

- (a) no executive or prerogative power or right, or any immunity, of the Crown is affected by this Deed;
- (b) "including" and similar words do not imply any limitation;
- (c) reference to the singular includes the plural and vice versa and references to any gender includes both genders;
- (d) headings are included for ease of reference only and shall not affect the interpretation of this Deed;
- (e) references to clauses and schedules are references to clauses of and schedules to this Deed;
- (f) amounts are in NZ\$ and exclude GST (if any);
- (g) if the Recipient comprises more than one person, each of those person's liability to the Ministry is joint and several;

- (h) references to a party or a person includes any form of entity and their respective successors, assigns and representatives; and
- (i) any statutory reference includes any statutory extension, amendment, consolidation or re-enactment and any statutory instrument, order or regulation made under any statute for the time being in force.

1.3 **Precedence:** In the event of a conflict between:

- (a) the terms of Part B and Part C of this Deed, Part B (Special Terms) shall take precedence;
- (b) Parts A-C of this Deed, and any other Schedule or attachment (including the Project Plan), Parts A-C of this Deed shall take precedence; and

except to the extent the parties expressly agree in writing otherwise with reference to this clause 1.3.

## Section 2: The Grant

- 2.1 **Grant amount:** The Ministry approves the Grant for the Project of the lesser of:
- (a) \$502,635; or
  - (b) the maximum percentage of the actual total cost of the Project, assessed over the duration of the Project, approved by the Ministry and specified in a Milestone table (if any); or
  - (c) An amount equal to the difference between the actual total cost of the Project and the total value (assessed by the Ministry) of any type of contribution to the Project by the Recipient and/or from any other source.
- 2.2 **Maximum:** Under no circumstances shall the funding payable to the Recipient exceed the amount specified in 2.1(a).
- 2.3 **Multi-year Projects:** If the Project spans or shall span over multiple Financial Years, the terms in Schedule 5 (Multiyear Projects) shall apply.
- 2.4 **Capital Assets:** The terms in Schedule 4 (Capital Assets) shall apply to Capital Assets (if any).
- 2.5 **Full funding obtained:** The Recipient warrants and represents that it has obtained full funding for the Project and in any event will not require any further funding from the Ministry in order to complete the Project.
- 2.6 **Use of Grant:** The Recipient must only use the Grant for proper purposes and within the scope of the Project. The Ministry may recover any Grant monies which are misappropriated or not spent in accordance with this Deed. In particular, the Recipient shall:
- (a) ensure that the Grant is only used for costs that are Project Costs and, to the extent the costs allocated to the Project also relate to other purposes of the Recipient, are allocated in a proportional manner;
  - (b) ensure that expenses incurred in carrying out the Project are reasonable and in accordance with Schedule 1 (Expense Policy);
  - (c) not use any part of the Grant for Capital Costs, except with the prior written agreement of the Ministry;
  - (d) account for the Grant received under this Deed in accordance with generally accepted accounting practices, with appropriate internal controls to ensure that the Grant is applied for the purposes of this Deed;
  - (e) establish, and maintain for the period of the Project, cost codes that relate specifically to all costs incurred for the purposes of this Project so that the Project Costs can be categorised and reported by their nature;
  - (f) comply with any cost policies provided by the Ministry from time to time in relation to the accounting treatment of Project Costs and use of the Grant;
  - (g) ensure that the Grant is used to fund the Project Costs of a Sub-Recipient or subcontractor specified in the Project Plan, when those costs are properly due and payable;
  - (h) follow appropriate procurement processes when buying goods or services for the Project so that only reasonable, open market costs are incurred on an arm's length basis avoiding any conflict of interest. If a conflict of interest is unavoidable the conflict must be declared to the Ministry and managed appropriately by the Recipient;
  - (i) not claim for costs or expenses that have been, or will be, claimed from other sources, except as expressly provided for in this Deed; and

- (j) not claim or use any part of the Grant to support or assist activities which are political (e.g. supporting a political party or movement, running a political campaign, or lobbying against the Government).
- 2.7 **Eligibility:** Without prejudice to any other rights to which the Ministry may be entitled, the Recipient accepts that eligibility for payment of the Grant may, at the Ministry's sole discretion, be lost if:
- (a) claims for payment and related information are not given to the Ministry by the day thirty calendar days following the due date of the final Deliverable; or
  - (b) the Project is not completed by the Expiry Date; or
  - (c) the Project is not completed by and claims for payment (and any required supporting documentation) are not given to the Ministry by the end of the Financial Year in which the Expiry Date falls.
- 2.8 **Public statements:** The Recipient shall ensure no public statement is made by or on behalf of the Recipient (or any Sub-Recipient) relating to the commencement of this Deed, the Grant or the Project before such a statement is made by the Ministry or Minister.

### Section 3: General Terms and Conditions

- 3.1 **Entire Agreement:** This Deed (including the Project Plan and attachments) contains everything the Parties have agreed on in relation to the Grant. In the event of any conflict, the terms of Parts A-C of this Deed shall prevail. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, save as permitted by law.
- 3.2 **Variation:** This Deed may only be varied by agreement in writing and signed and delivered as a deed by the duly authorised representatives of the Parties.
- 3.3 **Severability:** If any term of this Deed becomes or is declared by any court to be invalid or unenforceable in any way:
- (a) such invalidity or unenforceability shall in no way impair or affect the remainder of the Deed which will remain in full force and effect; and
  - (b) the invalid or unenforceable term will be replaced with a provision which as far as possible accomplishes the original purpose of the term.
- 3.4 **Waiver:** Any delay or failure by either Party at any time to exercise (in whole or in part) any right or remedy under this Deed shall not be construed as a waiver of any such right or remedy and shall not affect the validity of the Deed (in whole or in part). No waiver shall be effective unless it is expressly stated in writing to be a waiver and communicated to the other Party in writing. Any waiver will not constitute a waiver of any subsequent exercise of the same right or remedy in the future.
- 3.5 **Governing Law and Jurisdiction:** This Deed is governed by the law of New Zealand and the Parties submit to the exclusive jurisdiction of New Zealand's courts.
- 3.6 **Dispute Resolution Procedure:**
- (a) If any dispute arises out of or in connection with this Deed, the main contact persons of each Party shall use all reasonable endeavours to resolve it as promptly as possible within 15 Working Days of a Party notifying the other Party of the dispute ("Date of Notification"). Subject to such persons having met at least twice, either Party may at any time formally refer such dispute to their respective Chief Executives (or equivalent) for resolution within 10 Working Days of the date of referral.
  - (b) If a dispute is not settled in accordance with clause 3.6(a), either Party may refer the dispute to:
    - (i) mediation or some other form of alternative dispute resolution ("Mediation") conducted in New Zealand and governed by New Zealand law; or
    - (ii) the jurisdiction of the New Zealand courts.
  - (c) If the Parties do not agree within 5 Working Days of reference of the dispute to Mediation (or such other period as agreed by the Parties in writing):
    - (i) the resolution of the dispute;
    - (ii) the mediation procedures to be adopted;
    - (iii) the timetable for all steps in those procedures; and
    - (iv) the selection and compensation of the independent person required for the Mediation,

then the Parties shall mediate the dispute per the mediation rules of the Arbitrators' and Mediators' Institute of New Zealand Inc ("AMINZ") and the Chair of AMINZ (or his or her nominee) shall select the mediator and determine the mediator's remuneration. The Parties shall make all reasonable efforts to resolve the dispute by Mediation within 3 months (or such other period as agreed by the Parties in writing) from the Date of Notification. If the dispute is not resolved by Mediation within such period, the Parties may seek any other remedies available to them.

- (d) Nothing contained in this clause 3.6 shall prevent either Party, in an emergency, seeking any interim or interlocutory relief from the court.
- (e) Except in respect of Mediation (the costs of which shall be paid as set out above), each Party shall pay their own costs for resolving any dispute.

### 3.7 Intellectual Property Rights:

- (a) **Pre-existing Intellectual Property:** Intellectual Property owned by a Party or its licensors prior to the commencement of this Deed and Intellectual Property developed by a Party independently from this Deed, remains the property of that Party or its licensors as the case may be.
- (b) **New Intellectual Property:** Subject to clause 3.7(a) and the Recipient complying with the terms of this Deed, any Intellectual Property created or developed in the course of the Project shall become the property of the Recipient or its licensors.
- (c) **Recipient Intellectual Property:** The Recipient grants to the Ministry a non-exclusive, sublicensable, royalty free, perpetual and irrevocable licence to use, modify, develop, sublicense and disseminate for any purpose all Intellectual Property owned by the Recipient or its licensors that forms part of the Deliverables.
- (d) The Recipient warrants and represents that it is legally entitled to grant the licence stated in clause 3.7(c).

3.8 **Third Party Rights:** Unless expressly stated no part of this Deed shall create rights in favour of any third party pursuant to the Contracts Privity Act 1982.

3.9 **Term:** This Deed shall commence on the Commencement Date and shall, subject to either party's rights of termination under this Deed, continue in force until the Recipient has completed the Deliverables to the reasonable satisfaction of the Ministry.

3.10 **Consequences of Expiry / Termination:** Termination of this Deed shall be without prejudice to any rights or liabilities accrued at the date of termination, provided that the Ministry shall cease to have any obligation to pay the Grant to the Recipient (which may, at the Ministry's sole discretion, include payment of any overdue or outstanding invoices).

3.11 **Notices:** Any notice given under or pursuant to this Deed shall be in writing and signed by an authorised person and may be delivered personally by hand, post, email or by facsimile to the other party at the address stated in this Deed. Notices shall be deemed delivered as follows:

- (a) if delivered personally by hand, at the time of delivery;
- (b) if posted, on the third Working Day after posting;
- (c) if emailed, on the day of successful transmission as confirmed by the email system;
- (d) if sent by facsimile, at the time of transmission specified in a successful transmission report from the machine it was sent from indicating the facsimile was sent in its entirety to the recipient's facsimile number; and
- (e) if delivered after 5pm, at 9am the next Working Day.

3.12 **Counterparts:** This Deed may be executed by the Parties in two or more counterparts (including facsimile copies), each of which shall be deemed an original but when taken together will constitute a binding and enforceable agreement between the Parties.

3.13 **Force Majeure:** A Party ("the affected party") shall not be liable to the other Party for any delay or failure to perform any of their obligations under this Deed if such delay or failure results from a Force Majeure Event, provided that where a Party seeks to rely upon this clause:

- (a) As soon as the affected party becomes aware of the Force Majeure Event, it shall immediately notify the other Party and confirm the estimated period that the delay or failure shall continue.
- (b) The affected party shall use its best endeavours to continue to perform its obligations under this Deed and minimise the effect of the event for the duration of any Force Majeure Event.

- (c) If any Force Majeure Event prevents the affected party from performing all of its obligations under the Deed for a period in excess of 30 calendar days, either Party may terminate the Deed by notice in writing with immediate effect.

The affected party will not be entitled to relief under this clause in any circumstances where it has directly or indirectly caused or substantially contributed to any delay or failure in the performance of its obligations.

- 3.14 **Survival:** The following clauses shall remain in full force and effect after expiry or termination: clauses 3.5 (Governing Law and Jurisdiction), 3.6 (Dispute Resolution Procedure), 3.7 (Intellectual Property Rights) 3.11 (Notices), 4.5 (Endorsement), 4.6 (Publications), 4.7 (Project Information), 4.10 (Allow Access), 4.11 (Confidentiality), 4.12 (Recordkeeping), 4.13 (Official Information Requests), 4.14 (Reputations), 4.15 (Third Party Intellectual Property Rights), 4.19 (Insurance), 5.3 (Project Review), 5.4 (Ministry Publicity), 5.5 (Recovery of Grant), 5.8 (Ministry Not Liable), Schedule 2 (Printed Publications), Schedule 3 (Audit), Schedule 4 (Capital Assets), Schedule 5 (Multiyear Project), this clause and any other clauses of this Deed which by their nature are intended to survive expiry or termination of this Deed.

#### Section 4: Recipient's Rights and Obligations

- 4.1 **Project Delivery:** The Recipient must carry out the Project and complete the Deliverables in accordance with the Project Plan, the terms and conditions of the Deed and to the Ministry's reasonable satisfaction. In particular the Recipient shall:
- (a) promptly and efficiently carry out the Project with due skill, care and diligence in accordance with generally accepted standards of the Recipient's profession(s) or industry;
  - (b) achieve successful, timely completion of the Milestones and Deliverables on or before their due date;
  - (c) give the Project appropriate priority over other activities and not divert resources away from the Project which may cause delays in its completion;
  - (d) efficiently and economically source and provide everything the Recipient needs to undertake the Project at the Recipient's risk and cost;
  - (e) comply with all New Zealand, and each relevant jurisdiction's, laws, codes and standards and all applicable international conventions;
  - (f) without limiting the generality of clause 4.1(e), comply at all times with the requirements and provisions of the Hazardous Substances and New Organisms Act 1996 (HSNO Act), Resource Management Act 1991 (RMA) and the Health and Safety in Employment Act 1992 (HSEA) (and any amendments or replacements to those Acts) and any related regulations, codes of practice and industry best practice guidelines;
  - (g) obtain every necessary and prudent authorisation in order to carry out the Project before any actions requiring the authorisations are commenced and comply with such consent or authorisation; and
  - (h) maintain an appropriate governance structure, including compliance with any relevant legislative requirements.
- 4.2 **Personnel:** The Recipient shall:
- (a) carry out the Project only using appropriately trained, qualified, experienced and supervised personnel;
  - (b) ensure that all of its employees and personnel (including Sub-Recipients and sub-contractors) are trained in the relevant health and safety requirements applicable to the Project (confirmation of relevant training is to be provided to the Ministry if requested);
  - (c) ensure that all of its employees and personnel and any other parties associated with the Project, including Sub-Recipients, sub-contractors, service providers, the public, and any visitors, undergo appropriate safety briefings and health and safety inductions;
  - (d) ensure that all of its employees and personnel (including Sub-Recipients and sub-contractors) are aware of potential liabilities and obligations under the environmental laws and regulations relevant to the Project;
  - (e) end the involvement with the delivery of the Project of any of the Recipient's personnel to the extent reasonably requested by the Ministry; and
  - (f) ensure that any specified key personnel carry out the Project.

- 4.3 **Keep the Ministry Informed:** The Recipient shall keep the Ministry properly informed in writing (and in electronic form if requested) about:
- (a) progress and important issues in relation to the Project including notifying the Ministry immediately if it becomes aware of any issues that may affect delivery of the Project in accordance with the Project Plan or that may require any material changes to be made in relation to the Project, or that might give rise to liability or enforcement action under any laws and obligations;
  - (b) any enforcement action commenced against the Recipient under the HSNO Act, RMA or HSEA, or any other laws, regulations, codes, standards or applicable International Convention, in any capacity; and
  - (c) material health and safety information in relation to the Project including, but not limited to:
    - (i) reports of occurrences of safety incidents, details of damaged property, unsafe or hazardous acts or conditions (as soon as practicable);
    - (ii) details of non-compliances or any details of any new hazards or significant amendments to the Recipient's safety management plan; and
    - (iii) evidence if requested, that regular health and safety meetings are held and that scheduled audits have been completed. (The Recipient agrees that a representative of the Ministry may be present at such meetings or audits or inspections from time to time).
- 4.4 **Reports and meetings:** The Recipient shall provide the Ministry with reports, and attend meetings, as required by the Ministry from time to time.
- 4.5 **Endorsement:** The Recipient acknowledges and agrees that the Minister does not necessarily endorse the Project and accordingly the Recipient shall not represent that the Minister endorses the Project. However, the Recipient will appropriately acknowledge the Grant in all publications and publicity about the Project, and the form and content of such acknowledgement shall comply with Schedule 2 (Printed Publications) and/or with any requirements that the Ministry may specify.
- 4.6 **Publications:** The Recipient shall comply with the requirements detailed in Schedule 2 (Printed Publications) in respect of any publication arising from this Deed or the Grant.
- 4.7 **Project Information:** The Recipient shall make information about the Project (particularly outcomes) freely available to any person who wishes to use it for any non-profit purpose. The Recipient shall state in each publication (in any form) which results from the Project that the use and copying of the information for non-profit purposes is welcomed and allowed.
- 4.8 **Post-Project review:** The Recipient agrees that following the expiry or termination of this Deed, it shall provide access to its personnel and make information available as reasonably required by the Ministry for the purposes of reviewing the Project and/or the Fund.
- 4.9 **Invoices:** Upon completion of each Milestone the Recipient will promptly provide the Ministry with a correct tax invoice for the successful provision of that Milestone (including all relevant Deliverables), priced in accordance with the Project Plan and this Deed. All invoices must quote this Deed's deed number.
- 4.10 **Allow Access:** The Recipient agrees that upon the Ministry's request it shall provide, at all reasonable times and upon reasonable notice, access to their premises, personnel and records (physical files and electronic) for the purpose of audit and verification of work undertaken, use of the Grant and other reasonable purposes in connection with this Deed in accordance with clause 5.3 and Schedule 3 (Audit). The Recipient shall ensure that the Ministry has the same rights of access in respect of any Sub-Recipient.
- 4.11 **Confidentiality:** The Recipient must keep confidential and secure all information disclosed by the Ministry in connection with the negotiation or performance of this Deed, including the terms of this Deed (collectively "Confidential Information"). The Recipient must not disclose any Confidential Information except:
- (a) with the Ministry's prior written consent;
  - (b) as necessary to fulfil the Recipient's obligations in this Deed;
  - (c) to the extent the Confidential Information is in the public domain (other than through a breach by the Recipient of its obligations in this clause); or
  - (d) as otherwise required by law.
- 4.12 **Recordkeeping:** The Recipient shall keep accounts (to Generally Accepted Accounting Practice standards) and other records, and have a system acceptable to the Ministry, which enables prompt and accurate verification of any matter in relation to the Project, particularly about how the Grant has been or will be used, and what expenditure by item has been incurred. Records must be retained and available for review, audit, copying and use by the Ministry's representatives at any time during, and for at least 7 years after the Expiry Date.

- 4.13 **Official Information Requests:** The Recipient shall immediately transfer to the Ministry any request received by it for information under the Official Information Act 1982 in relation to this Deed and shall advise the person requesting the information of such transfer. The Ministry and the Minister may be required to disclose information that either hold in accordance with the Official Information Act. One category of information that may not be required to be disclosed is commercially sensitive information. To assist the Ministry to assess information it holds for the purposes of the Official Information Act, the Recipient shall mark clearly all commercially sensitive information as commercially sensitive when the Recipient provides that information to the Ministry.
- 4.14 **Reputations:** The Recipient shall not knowingly or recklessly, do permit or omit, to do anything that may attract adverse publicity or damage the reputation of the Fund, the Minister, the Ministry or the New Zealand Government.
- 4.15 **Third Party Intellectual Property Rights:** The Recipient:
- (a) warrants that it has a legal entitlement to use the Intellectual Property provided as part of the Deliverables and that providing the Deliverables does not infringe the Intellectual Property of any third party; and
  - (b) indemnifies the Ministry against any claim arising from the Recipient's infringement or alleged infringement of any third party's Intellectual Property or the Ministry's claim of Intellectual Property developed under or in connection with this Deed.
- 4.16 **Representations and Warranties:** The Recipient represents and warrants to the Ministry that:
- (a) it has full power and authority to enter into and perform this Deed and this Deed has been executed by a duly authorised representative of the Recipient;
  - (b) all information, documents and accounts of the Recipient submitted to the Ministry for its appraisal of the Project for the purposes of this Deed are true and accurate and no change has occurred since the date on which such information was supplied which renders the same untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operations or prospects of the Recipient since such information was provided; and
  - (c) the Recipient has disclosed to the Ministry all information which would or might reasonably be thought to influence the Ministry in awarding the Grant to the Recipient or the amount thereof.
- 4.17 **Assignment:**
- (a) The Recipient's rights to the Grant pursuant to this Deed are exclusive to the Recipient and the Recipient must not assign or otherwise transfer any benefit or burden of this Deed. Any transfer of shares, or any other arrangement affecting the Recipient which results in a change in the effective control of the Recipient, through whatever means, will be deemed to be an assignment of this Deed, requiring the prior approval in writing of the Ministry. No assignment releases or discharges the assignor from any obligation under this Deed.
  - (b) The assignment by the Recipient of any of its rights or obligations under this Deed in whole or in part will not relieve the Recipient in any form whatsoever from its responsibility for due performance of this Deed in accordance with its terms.
- 4.18 **Subcontracting**
- (a) The Recipient shall not sub-contract any of its obligations under this Deed, or make any sub-grant under this Deed, without the prior written consent of the Ministry (such consent to be given or withheld at the absolute discretion of the Ministry), and such consent (if given) may be made subject to any conditions which the Ministry considers necessary. In seeking consent to sub-contract any part of the Project or make any sub-grant, the Recipient shall disclose in writing to the Ministry all material interests, including all direct or indirect financial interests, in the proposed Sub-Recipient. The Ministry may withdraw its consent to any Sub-Recipient where it has reasonable grounds to no longer approve of the Sub-Recipient or the sub-contracting or sub-grant arrangement and such grounds will be notified in writing to the Recipient.
  - (b) The Recipient will remain wholly responsible for the acts and omissions of all Sub-Recipients and/or the work and acts of all Sub-Recipients.
- 4.19 **Relationship and Authority:**
- (a) Nothing in this Deed shall constitute a partnership (being a relationship between persons carrying on a business in common with a view to profit), joint venture, principal/agent or employer/employee relationship between the Parties for any purposes. The relationship between the Parties is a relationship only for the supply of funding on the terms set out in this Deed.

- (b) The Recipient does not have the Ministry's (or the Minister's) authority to say or do anything on behalf of the Ministry (or the Minister).

4.20 **Insurance:**

- (a) The Recipient must, at the Recipient's cost, have and maintain appropriate insurance cover with a reputable insurance company to cover its liabilities arising out of the Project for the term, and for a period of 24 months following the termination or expiry, of this Deed. The Recipient shall provide the Ministry with evidence to the Ministry's reasonable satisfaction of such cover upon demand.
- (b) If the Ministry suffers any loss or damage as a result of any act or omission of the Recipient its employees, agents or contractors, the Recipient shall fully indemnify the Ministry.

4.21 **Health and safety systems:** At all times the Recipient will have in place, implement and operate safety management systems which comply with the HSEA (and any amendments or its replacements) and any applicable regulations, codes of practice and industry best practice guidelines. The Recipient is required to ensure that all safe work procedures and practices developed for the Project meet all statutory and regulatory requirements.

4.22 **Financing Statements:** The Recipient agrees to not register a financing statement against the Ministry, the Minister or the New Zealand Government on the Personal Property Securities Register in respect of the arrangements under this Deed.

## Section 5: Ministry's Rights and Obligations

- 5.1 **Payment:** The Ministry shall pay the relevant portion of the Grant from the Fund in arrears to the Recipient upon the Recipient's successful completion of each Milestone (including all relevant Deliverables), as set out in the Project Plan, subject to:
- (a) the Recipient's compliance with the terms of this Deed; and
- (b) the availability of funds, or reductions, in the Fund due to changes in the appropriation of funding for activities of the type covered by this Deed as a result of an Act of Parliament or the directives of the New Zealand Government.
- 5.2 **Invoice:** Payment of any Grant monies is not due until the Ministry has received a detailed tax invoice (along with all supporting documentation required by the Ministry) from the Recipient and the Milestone (including all relevant Deliverables) to which the tax invoice relates have been completed to the Ministry's reasonable satisfaction. Sufficient evidence of the costs incurred by the Recipient in undertaking the Project, requested by the Ministry from time to time, shall be provided promptly upon the Ministry's request.
- 5.3 **Project Review:** The Ministry may, in accordance with clause 4.10 (Allow Access), observe and inspect anything at any time in relation to the Project and for the purposes of audit in accordance with Schedule 3 (Audit).
- 5.4 **Ministry Publicity:** The Ministry may disclose (including via the Ministry's website on the Internet) any information in relation to the Project to anyone at any time. However, the Ministry shall not publicly disclose information that is deemed by the Ministry to be commercially sensitive except:
- (a) with the Recipient's prior written consent;
- (b) as necessary to fulfil the Ministry's obligations in this Deed;
- (c) to the extent the information is in the public domain (other than through a breach by the Ministry of its obligations in this clause);
- (d) as otherwise required by law, including the Ministry's obligations under the Official Information Act 1982, the Privacy Act 1993 and any other legislation or regulations relevant to its operations and nothing in this agreement applies to any disclosure required under any such legislation or regulations; or
- (e) as required to fulfil the Minister's obligation to answer questions in Parliament.
- 5.5 **Recovery of Grant:**
- (a) The Ministry may reduce, suspend, or withhold the Grant or require all or part of the Grant to be repaid, if:
- (i) the Ministry judges the performance of the Project to be unsatisfactory;

- (ii) the Recipient breaches clause 2.6 (Use of Grant) of this Deed or fails to comply with any other term or condition of this Deed that the Ministry considers to be material;
- (iii) any enforcement action is commenced against the Recipient under laws, regulations, codes, standards or any applicable conventions in relation to the Project or in any other capacity;
- (iv) the Deed is terminated in accordance with clause 5.6 (Termination);
- (v) there is a substantial change to the Project which the Ministry has not approved;
- (vi) any information provided in the application for funding, in a claim for payment, or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Ministry considers to be material;
- (vii) if the Ministry judges the performance of the Recipient regarding health and safety in relation to the Project to be unsatisfactory;
- (viii) the Ministry has consented to a change in the Project which in its opinion reduces the amount of Grant needed;
- (ix) an Insolvency Event occurs in relation to the Recipient; or
- (x) any other circumstances or events that in the reasonable opinion of the Ministry are likely to adversely affect the Recipient's ability to deliver the Project in accordance with the requirements for the delivery of the Project or result in a risk that the Project as approved will not be completed.

(b) The Recipient agrees that on receipt of notice requiring repayment of the Grant (or a portion thereof) it shall make such repayment within 20 Working Days of the date of the notice.

5.6 **Termination:** Without prejudice to any other rights to which the Ministry may be entitled, if:

- (a) the Recipient breaches, or fails to properly or promptly perform, any of the Recipient's obligations in a way that the Ministry considers to be material;
- (b) the Recipient fails to achieve Milestone in a way that the Ministry considers to be material;
- (c) any direct or indirect change of ownership or control of the Recipient occurs which is contrary to clause 4.17 (Assignment & Sub-Contracting) and in the reasonable opinion of the Ministry reduces the Recipient's ability to perform its obligations under this Deed;
- (d) an Insolvency Event occurs in relation to the Recipient;
- (e) the Ministry believes that the Recipient is generally in financial difficulty which, in the reasonable opinion of the Ministry, reduces the Recipient's ability to perform its obligations under this Deed; and/or
- (f) the Ministry reasonably considers that the Recipient:
  - (i) is bringing the Fund, the Ministry, the Minister or the New Zealand Government into disrepute; and/or
  - (ii) has become undesirable in light of the Fund's objectives or those of the Minister,
- (g) any enforcement action against the Recipient is successful under laws, regulations, codes, standards or any applicable conventions in relation to the Project;
- (h) if the Ministry judges the performance of the Recipient regarding health and safety in relation to the Project to be unsatisfactory,

then the Ministry may:

- (i) withhold any payment otherwise due to the Recipient until the matter is resolved to the Ministry's reasonable satisfaction; and/or
- (j) suspend or terminate (in whole or in part) this Deed by written notice to the Recipient with immediate effect.

5.7 **Termination by Notice:** The Ministry may terminate this Deed at any time by giving the Recipient at least one month's written notice.

5.8 **Ministry Not Liable:** The Ministry will not be liable in contract, tort (including negligence) or otherwise to the Recipient or any other person for any direct or indirect damage, loss or cost whatsoever in relation to this Deed and the Recipient carrying out the Project.

5.9 **No Retrospective Costs:** The Ministry will not be liable for any costs or liabilities incurred by the Recipient prior to the Commencement Date.

## SCHEDULE 1: EXPENSE POLICY

The purpose of this expense policy is to provide the Recipient with guidance on what the Ministry considers to be reasonable travel-related expenses.

If the Recipient is eligible to claim travel-related expenses as indicated in this Deed, this policy applies unless the Deed expressly provides an exception to this policy. No travel-related expenses are payable by the Ministry if this Deed does not expressly provide for them.

### Air Travel

The Ministry encourages non-flexible fares as often there is little or no difference between buying two non-flexible fares and paying for a fully flexible fare, hence making the risk of cancellation worthwhile. The Ministry encourages the purchase of the cheapest fares (unless there are valid reasons for not buying these). **International air travel is not covered by the Grant unless the Deed expressly states otherwise.** Where alternatives to travel are available, such as video conferencing or teleconferencing, please use these.

### Travel expenses

Actual and reasonable expenses (on receipt) for meals and other incidental expenses while on out-of-town business for the purpose of the Project may be claimed.

We have indicated actual and reasonable (meals) as follows:

- Breakfast \$20
- Lunch \$20
- Dinner \$40

Alcohol purchases are a personal expense and therefore cannot be charged back to the Ministry as part of Travel expenses.

### Accommodation

The Ministry will contribute up to \$140 per night (GST exclusive) for accommodation in New Zealand.

### Taxis/parking

Taxi costs may be reimbursed if used as part of the Project. The Recipient must provide receipts for taxi fares and/or parking costs. If supporting documentation cannot be provided, the charge will not be reimbursed.

### Phone calls

The Recipient should ensure the cheapest option is used for making calls. Personal calls are not covered by the Grant. Project related calls are reimbursed upon receipt of supporting documentation. Calls charged to hotel bills are often extremely expensive and should be avoided where possible.

### Mini-bar

Mini-bar charges are a personal expense and therefore cannot be charged back to the Ministry as part of the Recipient's accommodation bill.

### Use of private motor vehicle

The Recipient may use a private vehicle for business relating to the Project. Mileage may be claimed at the 'Mileage rates for employee reimbursement and self-employed people' rate, as published on the Inland Revenue website. Where travel is undertaken in a personal vehicle, the assumption is that the individual travelling is principally responsible for insurance coverage. The Ministry will not be liable for any costs incurred in the event of an accident under these circumstances.

## SCHEDULE 2: PRINTED PUBLICATIONS

### **Ministry for the Environment Logo**

The Ministry logo may not be used in any publication without the prior and express written approval of the Ministry.

### **Acknowledgments**

All publications must acknowledge that financial support has been received from **“the Te Mana O Te Wai Fund, which is administered by the Ministry for the Environment.”**

### **Disclaimer Clause**

The following disclaimer must appear on the inside front cover of all publications supported by the Te Mana O Te Wai Fund.

*“The Ministry for the Environment does not necessarily endorse or support the content of the publication in any way.”*

### **Copyright Clause**

All publications supported by the Te Mana O Te Wai Fund must include the following clause relating to copyright:

*“This work is copyright. The copying, adaptation, or issuing of this work to the public on a non-profit basis is welcomed. No other use of this work is permitted without the prior consent of the copyright holder(s).”*

Or an alternate version is:

*“Reproduction, adaptation, or issuing of this publication for educational or other non-commercial purposes is authorised without prior permission of the copyright holder(s). Reproduction, adaptation, or issuing of this publication for resale or other commercial purposes is prohibited without the prior permission of the copyright holder(s).”*

### **Paper and Ink**

You should consider using environmentally sound paper and inks when producing publications. Preferably use paper with a recycled content that is either elemental chlorine free or totally chlorine free. Specify vegetable inks or mineral-free inks wherever possible.

### **Electronic Copies of Written Material**

On completion of the Project, all written results must be provided in an electronic Word Format plus two printed copies. Where possible, please also publish electronic copies of written material to your website and provide us with the URL. We will link to these from our website.

### **Websites**

It is recommended that any website, or content published on a website, developed using the Grant is developed in accordance with the NZ Government Web Toolkit to ensure it is accessible to a wide audience. See <https://webtoolkit.govt.nz/> for more information. This does not apply where information related to the project is included on your organisation's existing website. Some elements of this guidance are not applicable to non-government agencies.

### **Information systems**

It is recommended that any information system, including databases, developed using funds from this Deed observes the Government Enterprise Architecture for New Zealand (GEA-NZ) Standards Reference (see <https://www.ict.govt.nz/guidance-and-resources/standards-compliance/government-enterprise-architecture-for-new-zealand-standards-reference/>). Following these standards will allow the information system to more easily work together with systems in government agencies and other organisations that are following these standards.

Any programmes, databases or spreadsheets must have instructions for their use, including the versions of software needed to run databases or spreadsheets, and the platforms on which the software will run. These instructions should be in the form of a short word file.

## SCHEDULE 3: AUDIT

### **Scope of audit**

Te Mana O Te Wai Fund projects may be randomly selected for an audit. The Ministry may also carry out an audit at its sole discretion. An audit may take the form of a full technical, financial, compliance and/or health & safety audit, or a more informal assessment, of the Recipient and/or Sub-Recipient(s). The purpose of an audit is to check compliance with the terms and schedules of this Deed, the appropriate use of the Grant and/or reviewing the Recipient's ability to perform any obligations under or in connection with this Deed.

### **Audit requirements**

The Ministry will inform the Recipient if an audit is to be carried out (**Notification of Audit**) and will seek an appropriate date and time for both parties. The Recipient must within three Working Days of the Notification of Audit agree a date and time. The date of the audit must be within 10 Working Days of the Notification of Audit. Audits will usually be carried out either by a fully qualified accountant or technical specialist who is independent of the Ministry or by Ministry staff. In most cases, the Ministry's representative for the Project will accompany the auditor. The Recipient must promptly provide or ensure the provision of adequate access, assistance and facilities for audit personnel as required by the Ministry during the hours of 8:00am and 5:00pm on Working Days.

### **Audit report**

A full report of the outcome of any audit may be available to the Recipient upon request.

### **Cost of audit**

In the event that the audit reveals any misappropriation of the Grant or material discrepancies (particularly those related to Deliverables), the Recipient will be liable for the costs of an audit, as well as the repayment of any misappropriated Grant monies.

## SCHEDULE 4: CAPITAL ASSETS

### 1. Asset Register

Capital Asset	Capital Cost	Portion of Grant	Restriction Period
<i>[description of asset, including any serial number, registration number or vehicle identification number]</i>	<i>[costs incurred by the Recipient in acquiring the Capital Assets or in bringing a Capital Asset to working order or to a state in which it can produce the goods or render the services as required for the Project – should be identified by the Recipient in the Project Plan]</i>	<i>[Portion of Grant that is applied to the Capital Cost]</i>	<i>5 years from first payment of any portion of the Grant applied to Capital Costs.</i>

### 2. Additional Terms and Conditions

- 2.1 All Capital Assets will be and remain the property of the Recipient and will at all times be at the risk of the Recipient. The Recipient will bear the risk of any loss, theft, damage or destruction of any Capital Assets and if Capital Assets require repair or replacement, the Recipient will bear the cost of such repair or replacement.
- 2.2 The Recipient will maintain an up to date register of Capital Assets in the form set out in section 1 of this Schedule 4. Any changes to the register shall be made in accordance with this Deed and promptly notified to the Ministry in writing.
- 2.3 In consideration of the Ministry consenting to the application of all or part of the Grant to pay for Capital Costs, the Recipient agrees that, during the Restriction Period, the Recipient's ability to deal with Capital Assets shall be restricted as set out in sections 2.4 to 2.11 below.
- 2.4 During the Restriction Period, the Recipient shall not, without the prior written consent of the Ministry:
- (a) sell, assign or pledge any Capital Asset; or
  - (b) underlet, lend or otherwise part with possession of any Capital Asset; or
  - (c) create, agree to create, allow to come into existence or permit to subsist any Security Interest, mortgage, charge (fixed or floating), encumbrance, hypothecation, lien, pledge, trust, finance lease, deferred purchase, sale and lease-back, sale and repurchase, flawed asset arrangement, title retention or any other arrangement which has the practical effect of securing payment or performance of an obligation over or affecting all or any part of any Capital Asset.
- 2.5 During the Restriction Period, the Recipient shall:
- (a) protect all Capital Assets against distress, execution and seizure;
  - (b) maintain all Capital Assets in a good state of repair and in good working order and condition; and
  - (c) upon request by the Ministry, notify the Ministry of the present location of any Capital Asset.
- 2.6 During the Restriction Period the Recipient shall maintain at its cost insurance for all Capital Assets against all such risks as it is prudent in accordance with best commercial practice to insure against and any other risks which the Ministry may from time to time reasonably require for their full replacement value or on such other basis as the Ministry may agree in writing, and shall provide evidence of such insurance as and when reasonably requested by the Ministry.
- 2.7 If any of the following events occurs (whether or not within the control of any party) at any time prior to the expiry of the Restriction Period:
- (a) the Recipient fails to perform or observe any obligation under this Deed regarded by the Ministry as material, including the obligations in sections 2.4 to 2.6 in this Schedule 4, and, in the case of a failure which is capable of remedy, that failure is not remedied within 10 calendar days after written notice thereof has been given to the Recipient by the Ministry;
  - (b) any representations or warranty made under or in connection with this Deed by the Recipient is false or misleading in any respect regarded by the Ministry as material; or
  - (c) the Recipient suffers an Insolvency Event,

then the Recipient must notify the Ministry, immediately on becoming aware of it, of the occurrence of such event and at any time (and notwithstanding the previous waiver of any default) the Ministry may by notice to the Recipient declare any or all of the Clawback Amount to be immediately due and payable.

- 2.8 In order to secure the Recipient's obligations under this Deed in respect of the Clawback Amount, the Recipient hereby grants to the Ministry a Purchase Money Security Interest (as that term is defined in the Personal Property Securities Act 1999) in each Capital Asset. The Recipient will take all necessary steps (including as required by the Ministry from time to time) to ensure that the Security Interest becomes a "Perfected Security Interest" (as that term is defined in the Personal Property Securities Act 1999) including:
- (a) giving the Ministry written notice immediately following (and in any case, within two Working Days) the Recipient taking possession, or a person taking possession on the Recipient's behalf, of a Capital Asset;
  - (b) giving the Ministry all necessary information for the Ministry to effect a registration to perfect a Security Interest; and
  - (c) signing and delivering any necessary documentation.

The Recipient waives its right to receive a copy of any verification statement in relation to any Security Interest created by this Deed.

- 2.9 If the Recipient fails to pay, when due, an amount payable by it under this Deed then, without prejudice to its other obligations, the Recipient will pay default interest on that overdue amount (including interest payable under this section 2.9) calculated from its due date to the date of its receipt by the Ministry (after as well as before judgment) payable daily and to the extent not paid in any calendar month compounded on the first day of the next calendar month. This obligation to pay default interest will arise without the need for notice or demand. The rate of default interest in a calendar month will be 5 per cent per annum above the Ministry's cost of funds (expressed as an annual percentage rate) from whatever sources the Ministry may select, calculated on a daily basis.
- 2.10 The Recipient will, on demand, indemnify the Ministry against any cost, loss, expense or liability (including all legal expenses on a full indemnity basis) incurred by the Ministry as a result of or in connection with any amount payable by the Recipient to the Ministry not being paid when due.
- 2.11 The Ministry will, at the expiry of the Restriction Period, register a release of any relevant financing statement on the Personal Property Securities Register.

<b>SCHEDULE 5: MULTIYEAR PROJECTS</b>
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**Additional terms**

- 1.1 The Ministry shall, subject to section 1.4 of this Schedule 5, pay funding to the Recipient for each Financial Year as set out below.

**Financial Year 1 ("FY1")**

The lesser of:

- (a) the total amount set out in the Financial Year 1 Milestone table in the Project Plan; or
- (b) the percentage of the actual total cost of the Project payable from the Fund assessed over the duration of FY1, as specified in the relevant Milestone table (if any); or
- (c) An amount equal to the difference between the actual total cost of the Project for FY1 and the total value (assessed by the Ministry) of any type of contribution to the Project by the Recipient and/or from any other source.

**Financial Year 2 ("FY2")**

The lesser of:

- (a) the total dollar amount set out in the Financial Year 2 Milestone table agreed by the parties and incorporated into this Deed; or
- (b) the percentage of the actual total cost of the Project payable from the Fund assessed over the duration of FY2, as specified in the relevant Milestone table (if any); or
- (c) An amount equal to the difference between the actual total cost of the Project for FY2 and the total value (assessed by the Ministry) of any type of contribution to the Project by the Recipient and/or from any other source.

- 1.2 If this Deed provides for a multi-year Project then any funding under this Deed in respect of FY2 shall be subject to:

- (a) the Ministry being satisfied in all respects with the Recipient's use of the funding for the previous Financial Year;
- (b) the Recipient not having been in breach of this Deed; and
- (c) the agreement of Deliverables for the relevant Financial Year which are acceptable to the Ministry.
- (d) the availability of funds, or reductions, in the Fund due to changes in Fund, or directives of the New Zealand Government.

- 1.3 In the event that any of the above conditions have not been satisfied then the Ministry may immediately terminate this Deed by notice in writing to the Recipient and will be under no obligation to pay any further funding in relation to the Project.

- 1.4 Where the Deliverables for an upcoming Financial Year are yet to be agreed then, subject to the above conditions being satisfied and prior to the commencement of the relevant Financial Year, the parties shall agree the Deliverables by variation in accordance with clause 3.2 of Part C (General Terms).

**ANNEXURE 1: PROJECT PLAN**



Ministry for the  
**Environment**  
*Manatū Mo Te Taiao*

# **Te Mana o Te Wai Fund**

## **Project Plan for**

***“Uawanui A Ruamatua - Healthy River - Healthy People”***

**Undertaken by**

***“Te Aitanga A Hauiti Centre of Excellence Trust”***

### Official Information Act 1982

**Important:** Information presented to the Minister for the Environment or the Ministry for the Environment is subject to disclosure under the Official Information Act 1982 (OIA). Certain information may be withheld in accordance with the grounds for withholding information under the OIA. Further information on the OIA is available at [www.ombudsmen.parliament.nz](http://www.ombudsmen.parliament.nz).

Information held by the Minister and Ministry may have to be released under the OIA in response to a request from a member of the public (or any other body) for that information. If you wish to provide sensitive information to the Minister or Ministry which you do not want released, it is recommended you consult with the Ministry as to whether the information is necessary for the application, and whether there may be grounds in the OIA for withholding the information. For instance, if release of the information would disclose a trade secret, or be likely to unreasonably prejudice the commercial position of the person who supplied or who is the subject of the information, then there may be grounds to withhold the information (subject to any countervailing public interest in disclosing the information). The Ministry will endeavour to contact you to discuss an OIA request relating to your application if one is received, and what the implications of releasing your information are.

The grounds for withholding must always be balanced against consideration of public interest that may justify release. Although the Ministry does not give any guarantees as to whether information can be withheld under the OIA, it may be helpful to discuss OIA issues with the Ministry in advance, if information provided with an application is sensitive.

### Privacy Act 1993

**Important:** The Ministry for the Environment (Environment House, 23 Kate Sheppard Place, Thorndon, Wellington) may collect, use, hold or disclose personal information for the purpose of assessing eligibility and suitability for Te Mana o Te Wai funding. Individuals have the right in accordance with the Privacy Act 1993 to request access to and correction of their personal information. While the provision of personal information is not mandatory, failure to provide requested information could lead to a delay in considering the application or a decline of the same.

## Declaration

As a duly authorised representative of the organisation:

- I declare that to the best of my knowledge, the information contained in all sections of this Project Plan, or supplied by us in support of our Project Plan is complete, true and correct.
- I declare that I have the authority to sign this Project Plan and to provide this information.
- I understand that information presented to the Minister for the Environment and Ministry for the Environment is subject to disclosure under the Official Information Act 1982.

**Name**

Victor Walker

**Position**

Chairman of Uawānui Governance Group

**Signature**

*by typing your name in the space provided you are electronically signing this final project report*

Date

09-05-2016

## Introduction

This project plan template is completed by applicants to the Ministry for the Environment's (the Ministry) Te Mana O Te Wai Fund who have successfully completed Stage I of the application process and have been invited to proceed to Stage II.

During Stage II, applicants develop and submit their project plans to the Ministry for consideration. A final funding decision is made at the end of Stage II.

### Completing the project plan template

Complete this project plan template by fully answering all questions. We recommend that you refer to the following documents for information while you work through the project plan:

- *Te Mana O Te Wai guide for applicants* – the first user guide used to complete your application form
- *Te Mana O Te Wai guide for grantees* – the second user guide sent to you with this project plan.

If you have a question about the project plan that is not covered in this document or in the two user guides, you can email or phone your designated Remediation Projects Analyst.

### When your project plan is complete

Email this completed draft project plan to your Remediation Projects Analyst. They will review it and advise you if there are any issues that need to be addressed, or if there are any outstanding questions.

### Important information

This project plan template is pre-populated with some of the information you provided in your application form. Update this information as required to reflect the current status of your project. Some time may have elapsed since you first submitted the application form to the Ministry, and further information and details may now be available that were not available previously. In addition, you may need to incorporate any conditions that the Assessment Panel has made (refer to the letter you received for these conditions).

## Project details

Project Name	Uawanui A Ruamatua - Healthy River - Healthy People		
Project Location	Uawa Tolaga Bay, Tairāwhiti		
Project Description	<p>This project strengthens Te Aitanga a Hauiti as Kaitiaki of the Uawa River at Tolaga Bay. It restores the Kaitawa Estuary and builds capability to manage and restore the Uawa River under an iwi and community-developed vision of healthy environment – healthy people.</p> <p>The project will undertake specific restoration works including fencing, weed control and planting. It will build capacity in sustainable land management for improved water quality and support demonstration projects in sustainable land management. It will help build understanding of freshwater and estuary values at Uawa and their management.</p>		
Total Project cost	\$295,760 <i>Year 1</i>	\$278,875 <i>Year 2</i>	\$574,635 <i>Total</i>
Te Mana O Te Wai contribution	\$236,260 <i>Year 1</i>	\$266,375 <i>Year 2</i>	\$502,635 <i>Total</i>

## Organisation details

*Check that the information below about your organisation is correct, and update as required.*

Organisation name	Te Aitanga A Hauiti Centre of Excellence Trust
Organisation type	Iwi/ hapū
Description of the organisation	The application was made by the Uawanui Governance Group through the legal entity of the Te Aitanga-a-Hauiti Centre of Excellence Trust. The organisations involved in this bid have strong expertise and experience in local iwi engagement, environmental management, water quality, biodiversity and community involvement.
Legal entity status	Charitable Trust
Physical address	49 Cook Street, Tolaga Bay 4077
Postal address	PO Box 108, Tolaga Bay 4046
Telephone	9(2)(a) [redacted] (Landline) 9(2)(a) [redacted] (mobile)

## Contact details

Ministry's main contact	Maegan Walker	Recipient's main contact	Peter Handford Contractor
Phone	04 439 7710	Phone	Landline: 9(2)(a) Mobile: 9(2)(a)
Address	Remediation Projects Team Ministry for the Environment PO Box 10362 Wellington 6143	Postal Address	PO Box 52 Paekakariki 5258
Email	Maegan.walker@mfe.govt.nz	Email	9(2)(a)
Ministry's secondary contact	heather.penny@mfe.govt.nz	Recipient's secondary contact	Victor Walker 9(2)(a)

## Statutory permissions and consents

Do you require any statutory permissions or consents to complete the project (eg, resource management, building, planning, or other consents)?  Yes  No

*If yes, outline here which permissions are required, and when a decision is expected (if known)?*

As far as we are aware at this stage, no resource consents or other consents will be required. However some detail of project work will be determined through plans such as farm level sustainable land management plans. The need for consents for any operational work will always be examined and consents obtained prior to work being undertaken where necessary.

## Project objectives

<p><b>Objective</b>  <b>To be achieved by the end of the funded period</b>  <i>Objectives must be SMART (Specific, Measurable, Achievable, and Realistic within the Timeframe of the Te Mana o Te Wai project)</i></p>	<p><b>Key performance indicators (KPIs)</b>  <i>Describe what your target is. What is the change you will see when the project is completed?</i></p>	<p><b>Source of measure</b>  <i>How will you measure your progress and demonstrate that the objective has been achieved by the end of the project?</i></p>	<p><b>Expected outcome</b>  <i>Describe what the expected outcome is of this objective.</i></p>	<p><b>Baseline information</b>  <i>Describe the current situation, using the data you have available.</i></p>
<p><b>Objective 1</b>  Decline of the Kaitawa Estuary's environmental quality is halted and significant improvements are occurring in the estuary and local catchment environment. Key areas are fenced to exclude stock and have weed control, predator control and planting in place.</p>	<p>KPI 1(a) Control at least 7 hectares of weeds around estuary over project period.  KPI 1(b) Plant at least 10,000 plants around estuary and local catchments over project period.  KPI 1(c) Reduction of E. coli in Titirangi spring water supply, so that water delivered for tank supply meets drinking water standards.  KPI 1(d) Completion of Sustainable Land Management Plan for Titirangi Station.  KPI 1(e) Fence at least 1000m of riparian and retirement fencing in estuary and source waters area over project period.</p>	<p>(1a) Survey and mapping of areas where target weed species have been killed or suppressed sufficiently to allow restoration of native vegetation.  (1b) Survey of plants is undertaken to confirm plant survival rate (target 80% survival rate)  (1c) Testing of water quality in Titirangi Springs to confirm that supply meets drinking water quality standards.  (1d) A Sustainable Land Management Plan is developed for Titirangi Station which is accepted by farm management.</p>	<p>Native vegetation present around estuary.  Increased biodiversity.  Improved habitat for estuary species such as flounder and cockle.  Reduced risk of waterborne pathogens impacting on human health.  Predators are controlled around the estuary.</p>	<p>Weeds are present across major areas around the estuary covering approximately 10 hectares.  Little native vegetation around the estuary.  Water from spring contains E. coli.  No sustainable land management plan for Titirangi Station.  Some tidal riparian areas adjacent to the estuary and a range of potential retirement areas are currently unfenced.</p>

	<p>KPI 1(f) Predator control network established, with 25 traps to control important predators such as stoats. Traps placed around estuary, and record system for maintenance and kill rates,</p> <p>KPI 1(g) Survey of estuary to obtain information on of shellfish populations and estuary health.</p>	<p>(1e) Assessment and mapping of fencing around riparian and other retirement areas within estuary catchment.</p> <p>(1f) A 'best practice' predator trapping network is established and maintained around the estuary. A records system is implemented to record kill levels.</p> <p>(1g) Survey of estuary is complete to confirm shellfish population and overall health of estuary (likely to include weed cover, native plant species and sediment types)</p>	<p>Decreased the extent of weed cover, and increased native plant cover. Long term aim to increase the distribution, size and number of shellfish.</p>	<p>ad hoc predator control trapping around the estuary</p> <p>Unknown extent of native and invasive vegetation and shellfish size and distribution.</p>
<p><b>Objective 2</b></p> <p>Stream, riverbank or wetland weed control and planting projects are undertaken at five marae and at Tolaga Bay Area school to provide local benefit and increase local understanding of waterway restoration.</p>	<p>KPI 2(a): A water quality and planting project is undertaken at each of the five active marae (Hauriti, Te Rawheoro, Te Amowhiu, Hinemaurea, Hinetamatea) and at Tolaga Bay Area School over project period.</p> <p>KPI 2(b): Completion of a simple Restoration Action Plan for each site, including a map of work areas, and a list and timing of restoration actions.</p>	<p>(2a.) Length of fencing, number of plants and areas of weed control undertaken at each site is reported.</p> <p>(2b.) A Restoration Action Plan is in place for each of the five active marae and Tolaga Bay Area School.</p> <p>(2c.) Records kept of number of people involved and planting undertaken at each site.</p>	<p>Well established and thriving projects present</p> <p>Ongoing promotion and learning from projects in public space</p> <p>Understanding of waterway restoration is increased.</p>	<p>Sites have large areas of weeds and no, or small and poorly maintained, areas of riverbank or other restoration planting.</p>

	<p>KPI 2c: Projects involve hapu and students and plant at least 500 plants per site (3,000 plants in total across all six sites).</p>			
<p><b>Objective 3</b> Whitebait spawning areas in the Uawa catchment are identified and restoration activities undertaken to protect these sites (eg fencing and planting)</p>	<p>KPI 3(a): Survey of tidal Uawa lower catchment undertaken to locate key whitebait spawning areas KPI 3(b): Restoration actions identified for key spawning areas, such as fencing, weed control, planting. KPI 3(c): Restoration actions implemented at two spawning areas such as fencing, weed control, planting (based on the findings of the Restoration Action Plan developed in 3b).</p>	<p>(3a) Survey of tidal Uawa lower catchment is complete which confirms number and location of whitebait spawning areas. 3b) A Restoration Action Plan is developed which confirms activities required to protect key spawning areas (includes length of fencing, number of plants and areas to be targeted for weed control). 3c) A Restoration Action Plan is implemented at two sites resulting in protection of whitebait spawning areas.</p>	<p>Increased spawning success of whitebait species Improved whitebait fishery and protection of spawning sites. Enhanced understanding of whitebait fishery</p>	<p>Location of whitebait spawning areas unknown and no protection of spawning areas, with grazing on much of tidal riverbank.</p>
<p><b>Objective 4</b> Current and potential impacts of spartina grass on tidal areas in the Uawa catchment and Kaitawa Estuary are understood by the community, with a programme in place to contain and possibly eradicate.</p>	<p>KPI 4(a): Survey of lower tidal reaches of Uawa catchment undertaken and current distribution of spartina grass is mapped. KPI 4(b): A control strategy is set out based on results of the distribution survey. KPI 4(c): Control of major areas</p>	<p>4a) Survey of lower tidal reaches of Uawa catchment is complete to confirm distribution of spartina grass 4b) Control strategy note is produced setting out level of control planned 4c) Major areas identified in the survey are controlled,</p>	<p>Mudflat areas free from threat of expanding spartina grass growth Enhanced tidal habitat for important bird and fish species. Risks posed by spartina grass</p>	<p>Little information on distribution and significance of spartina grass at Uawa Tolaga Bay.</p>

	<p>of spartina grass undertaken</p> <p>KPI 4(d): Depending on final distribution identified in survey, spartina grass areas are reduced to a level where future control is limited to annual follow up control and surveillance</p> <p>KPI 4(e): Community understand the potential impact of spartina grass, its significance and control, through provision of summary information and involvement of school students and others.</p>	<p>depending on control strategy identified following survey. Mapping undertaken to show areas which have been cleared.</p> <p>4d) Annual survey of spartina commences in Year 2 to confirm whether any follow-up removal is required.</p> <p>4e) Survey is undertaken to identify whether the community are aware of spartina grass and understand its potential impact on tidal areas within the catchment.</p>	<p>are known and managed by the community.</p>	
<p><b>Objective 5</b></p> <p>Establish four demonstration sites to show best practice land management activities including control of sediment and woody debris in the catchment.</p>	<p>KPI 5(a): At least one trial / demonstration areas of woody debris or sediment management is established in a forestry area.</p> <p>KPI 5(b): Whole farm plans are completed for three properties which confirm best practice management strategies for the control sediment and woody debris.</p> <p>KPI 5(c): Four demonstration land stabilisation projects are undertaken. The location and nature of these will be</p>	<p>5a) A woody debris / sediment management plan is developed and trialled in one forestry area within the catchment.</p> <p>5b) Whole farm plan documents are present for three properties and are understood by farm landowners</p> <p>5c) Assessment of four completed land stabilisation projects is complete which confirms activities undertaken</p>	<p>Reduced sediment loads in waterways</p> <p>Reduction in woody debris released into lower river and beaches</p> <p>Wider knowledge of best practice approaches for woody debris management and sediment reduction.</p>	<p>Early identification of woody debris management issue, but no specific trial actions applied.</p> <p>Significant areas of untreated erosion present on hill country farms. Some farm landowners have significant room for improvement in sustainable land management practices.</p>

	determined from actions identified in whole farm plans.	at each demonstration site and associated outcomes.		
<p><b>Objective 6</b></p> <p>Increase local governance and capability in freshwater management of the Uawa River at Tolaga Bay</p>	<p>KPI 6(a): A local Uawa Tolaga Bay team is present that is trained and experienced to undertake freshwater ecosystem restoration, management and monitoring tasks</p> <p>KPI 6(b): Iwi and community have understanding of water quality and water resource management including key threats to water quality at Uawa and their management. Community understanding will be achieved throughout the project including through direct involvement, public seminars, and school curriculum.</p> <p>KPI 6(c): The Uawanui Governance group or a similar body has clear understanding of a strategic plan to manage water resources under the Uawanui Project Vision and is guiding implementation of this strategy</p>	<p>6a) Training records are kept which show number of people trained in key weed control, pest control and water quality monitoring tasks.</p> <p>6b) A survey is undertaken to measure iwi and community understanding of water quality / water resource management compared to baseline</p> <p>6c) A strategic plan to manage water resources under the Uawanui Project Vision is developed which is accepted by the governance group (for long-term implementation beyond the TMOTW project timeframe)</p>	<p>Te Aitanga a Hauiti and local community are able to debate, understand and make collaborative decisions on freshwater management.</p> <p>Local people have skills to undertake freshwater ecosystem management and monitoring</p> <p>There is a self-sustaining pool of local skills and experience</p>	<p>No skilled local team able to undertake and support restoration tasks</p> <p>Knowledge of existing water quality and freshwater management issues is highly variable, but generally at a low level.</p> <p>Lack of consistent understanding of freshwater resource issues makes governance input difficult.</p> <p>No strategic plan in place for the long-term management of water resources</p>

## Project outcomes and benefits

Identify the outcomes and benefits that your project aims to achieve—these are likely to be achieved beyond the timeframe of the Te Mana o Te Wai project

Type of Benefit	Description <i>Should include a timeframe for when the benefits or outcome (e.g., creation of wetland) is expected to be achieved</i>	Measure <i>Describe how you will measure achievement of the outcomes or benefits</i>	Source of measure <i>How will you collect information that the measure has been met (e.g. 5 hectares of wetland created, fenced and planted)</i>
<b>Environmental</b>	<p>Environmental benefits of the project include:</p> <ul style="list-style-type: none"> <li>– Enhancing the values, water quality and health of the Kaitawa estuary. This is the only estuary on the East Coast, north of Gisborne, and has high environmental and biodiversity value.</li> <li>– Improved understanding and practical management of the Uawa freshwater ecosystem</li> <li>– Building iwi capability in water quality science, practical freshwater ecosystem restoration tasks (weed control, planting etc), sustainable land management practices, and water quality and ecosystem health monitoring.</li> </ul>	<p>Progress will be measured by capturing:</p> <ul style="list-style-type: none"> <li>• baseline estuary condition (including fencing / riparian planting around the estuary quality)</li> <li>• baseline summary of management of the Uawa River, and</li> <li>• surveying existing iwi knowledge and skills.</li> </ul> <p>Reassessment and reporting back against the baseline will be undertaken at least annually.</p> <p>Ongoing water quality testing occurs in the lower Uawa Catchment and will be tracked over the long term, beyond the project timeframe, to track long term changes in water quality.</p>	<p>Length of fencing around estuary and tributary waterways and catchment retirement areas</p> <p>Distribution and density of filter feeding shellfish such as cockles has expanded in the estuary.</p> <p>Area and health of planting around the Estuary</p>
<b>Social</b>	<p>Improved health, reduced risk from water borne pathogens:</p> <ul style="list-style-type: none"> <li>– Ongoing collaboration between hapu, iwi and local community – building</li> </ul>	<p>Progress will be measured through survey of local knowledge and understanding, level of collaboration and social performance.</p>	<p>Change in level of understanding of water quality issues in the Uawa area.</p> <p>Level of understanding of long term actions to maintain and improve water quality at Uawa</p>

	<p>community togetherness and resilience.</p> <ul style="list-style-type: none"> <li>- Enhanced local environment for recreational and cultural use, waka ama, fishing etc.</li> <li>- Enhanced understanding of natural resource management between Maori and Pakeha. Including use of a "Dual Heritage, Shared Future" approach.</li> </ul>		
<b>Cultural</b>	<p>Strong re-connection and assertion of role of Te Aitanga a Hauiti as kaitiaka over these freshwater resources. This will make a strong contribution to wider cultural re-development of Te Aitanga a Hauiti. Enhanced access to cultural resources such as harakeke and rongoa and to mahinga kai</p>	<p>Progress will be measured through a survey of knowledge and level of access to cultural resources.</p>	<p>Increased level of understanding of management of water quality issues such as microbial contamination and sediment.</p> <p>Access to cultural resources in the freshwater and estuary environment is maintained and improved.</p>
<b>Economic</b>	<p>Re investment in freshwater restoration activities locally, generating local income:</p> <ul style="list-style-type: none"> <li>- Enhanced skills, qualifications of trainees toward potential improved earning</li> <li>- Protection and enhancement of water resources that are fundamental for earning from areas such as agriculture, tourism, possible future aquaculture:</li> <li>- Ensuring ongoing local access to healthy mahinga kai to reduce household costs - Increased yield from wild food harvesting provides an economic benefit.</li> </ul>	<p>Progress will be measured through local payments for restoration activities, qualifications and skills obtained, health and availability of wild food sources, water quality values.</p>	<p>Level of economic activity around restoration work</p> <p>Development of marketing initiatives around environmental benefits well managed land based initiatives at Uawa.</p> <p>Level of availability and consumption of food from mahinga kai.</p>
<b>Other</b>	<p>Business opportunities associated with aspects such as tourism:</p> <ul style="list-style-type: none"> <li>- Ongoing development of community and</li> </ul>	<p>Progress will be measured through number of opportunities generated and community knowledge of water quality science.</p>	<p>Promotion of achievements in water quality management and restoration as part of the 2019 commemorations of Cook's arrival.</p>

	<p>business collaboration.</p> <ul style="list-style-type: none"> <li>- Community engagement with relevant science and research about their local water resources.</li> <li>- The estuary and Uawa River are closely linked to Cooks Cove - site of the first positive contact between Maori and Europeans in NZ. Restoration work will bring focus onto the concept of a dual heritage - shared future between Maori and Pakeha in freshwater resource management. The commemoration of 250 years since James Cook's arrival, to be held in 2019, will be able to show case the achievements at Uawa.</li> </ul>		<p>Number of scientists and organisations linking to the community in relation to the project.</p>
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## Involvement from community and stakeholders

Provide the name and details of involvement of the organisations or individuals who will be contributing to the delivery of your project.

Name of organisation or individual	Type of organisation <i>(For example, community group, business group, university, iwi)</i>	Details of involvement or collaboration
<p><b>Tolaga Bay Area School</b> (Principal Nori Parata)</p>	<p>School</p>	<p>School involvement in capability building and school restoration project. The school is the core of the school project partnership group.</p>
<p><b>Te Aitanga A Hauiti Centre of Excellence – Marae</b> (Manager Kelly Blackman)</p>	<p>Umbrella Iwi organisation of five Marae (Hauiti, Te Rawheoro, Te Amowhiu, Hinemaurea, Hinetamatea)</p>	<p>Marae based restoration projects and training. The Centre of Excellence (COE) will help coordinate relationships with the 5 marae. It is the initial contact point for the Marae / COE project partnership group.</p>
<p><b>Massey University</b> (Professor Nigel French)</p>	<p>University</p>	<p>Water quality advice and research. The team at Massey will be involved in studies related to microbiological contaminants, including examination of water quality from the Titirangi Spring that is utilised for human consumption.</p>
<p><b>Gisborne District Council (GDC)</b> (Lois Easton, Science Manager)</p>	<p>Council</p>	<p>GDC will be involved in a number of ways providing information and support through advice and staff time. This is likely to include collaboration around whitebait restoration, sustainable land management, and water quality monitoring.</p>
<p><b>Department of Conservation</b> (Trudy Ngawhare)</p>	<p>Government</p>	<p>Support and advice associated with estuary restoration and whitebait spawning area restoration. Wider support to capability building.</p>
<p><b>Eastland Wood Council</b> (Bill Wheeler EOL, Prue Younger Eastland Wood Council)</p>	<p>Organisation of east coast forestry companies, including companies operating in Uawa Catchment. This includes Earnslaw One Ltd, PF Olsen Ltd and Hikurangi Forest Farms.</p>	<p>Companies will be involved in supporting trailing and demonstration of management of woody debris and sediment in forestry operations in headwaters. The companies will form part of a "Land and River Group" that forms one of the project partnership groups.</p>

<p><b>Hauiti Incorporation</b> (Wayne Amaru, Chairman)</p>	<p>Maori land incorporation</p>	<p>Hauiti Inc own and manage the estuary and surrounding Ttirangi Station. They will be the key partner responsible for estuary and local catchment restoration works. They are the Hauiti Incorporation project partnership group.</p>
<p><b>Te Whare Hauora o Te Aitanga a Hauiti</b> (Huhana Rokx Potae, Manager)</p>	<p>Iwi integrated health provider</p>	<p>The Hauora will support local capability building including Marae based training.</p>
<p><b>Uawanui Governance Group</b> (Victor Walker, Chairman)</p>	<p>Iwi and community project governance group</p>	<p>The Uawanui Governance Group provides strategic oversight of the Uawanui Project. The Te Mana o Te Wai project is one initiative under this project.</p>

<b>Funding and contributions</b>	<b>Year One</b>	<b>Year Two</b>	<b>Total</b>
<b>Funding information</b>			
(A) Your organisation's cash contribution to the project	\$0.00	\$0.00	\$0.00
(B) External funding sources	\$59,500	\$12,500	\$72,000
(C) TMOTW contribution (approved amount)	\$236,260	\$266,375	\$502,635
<b>Total cost of project (A+B+C)</b>	<b>\$295,760</b>	<b>\$278,875</b>	<b>\$574,635</b>
<b>TMOTW percentage of costs (for office use only)</b>	<b>79.88%</b>	<b>95.52%</b>	<b>87.47%</b>

<b>External funding sources</b>				
<i>This includes partners. Please specify details of involvement and check that the information below is correct and update as required.</i>				
<b>Organisation name</b>	<b>Contact name and phone number</b>	<b>Status of offer</b>	<b>Expected date for funding</b>	<b>Amount (ex GST)</b>
Tolaga Bay Area School	9(2)(a)	Confirmed	June 2016	\$10,000
Massey University		Confirmed	June 2016	\$5,000
Te Whare hauora o Te Aitanga a Hauiti		Pending	June 2016	\$10,000
Allan Wilson Centre		Confirmed	December 2015	\$47,000
<b>Total external funding sources (ex GST)</b>				<b>\$72,000</b>

**Estimated in-kind contributions**

	<b>YEAR ONE</b> <i>Total dollar value of estimated in-kind contribution Excluding GST</i>	<b>YEAR TWO</b> <i>Total dollar value of estimated in-kind contribution Excluding GST</i>	<b>TOTAL</b> <i>Total dollar value of estimated in-kind contribution Excluding GST</i>
<p><b>Description</b></p>			
<p><b>Professional services and goods</b> <i>Professional services are calculated using the actual hourly rate usually charged by the professional</i></p>	<p>\$114,600</p>	<p>\$114,600</p>	<p>\$229,200</p>
<p>Gisborne District Council staff support associated with monitoring, biosecurity etc. 80hrs / year @ \$130/hr = 160x130= \$20,800</p> <p>Department of Conservation staff support in relation to estuary restoration, whitebait spawning area location and restoration etc. Assume 100hrs / year @ \$75/hr = 200x75 = \$15,000</p> <p>Tolaga Bay Area School staff involvement in education resource development / delivery, student volunteer involvement in project work. Half a full time senior teaching position per year = \$35,000 x 2 = \$70,000</p> <p>Hauti and Mangaheia Incorporations: significant contributions of staff time and machinery / tractor / sprayer work (cost yet to be assessed accurately). Assume 120hrs / year at \$75/hr = 240x75=\$18,000</p> <p>Allan Wilson Centre: contribution from science investigators to advice, individual projects etc up to December 2015. 80hrs @ \$130/hr = \$10,400</p> <p>Te Whare Hauora o Te Aitanga a Hauiti: Involvement of possibly ¾ FTE or around \$40,000 per year = \$80,000 over 2 years</p> <p>Te Aitanga a Hauiti Centre of Excellence Trust: administrative support and financial record keeping (cost not yet fully assessed). Assume 100hrs / year @ \$75/hr = 200x75=\$15,000</p>			
<p><b>Use/donation of equipment</b></p>	<p>\$5,600</p>	<p>\$5,600</p>	<p>\$11,200</p>
<p>Hauti Incorporation use of machinery for weed control etc. Assume 40hrs per year @ \$140/hr = 80x140=\$11,200</p>			

<p><b>Community volunteer time</b>  <i>Calculated at a rate of \$30 per hour</i>  Specify total number of volunteers hours</p>	<p>Volunteer time is difficult to estimate - and the following are indications only</p> <p>Tolaga Bay Area School Students: 100 students at 2 four hour events per year = 1,600hrs over 2 years</p> <p>Community and landowners: Very difficult to estimate but assume 50 individuals give 10hrs each year = 500hrs per year and 1,000hrs over 2 years</p>	<p>\$39,000</p>	<p>\$39,000</p>	<p>\$78,000</p>
<p><b>Facilities provided</b></p>	<p>Tolaga Bay Area School: use of buildings and other facilities: Approximate value of \$10,000 per annum = \$20,000 over 2 years</p> <p>Te Aitanga a Hauiti Centre of Excellence Trust: use of buildings and office facilities: Approximate value of \$10,000 per annum = \$20,000 over 2 years</p>	<p>\$20,000</p>	<p>\$20,000</p>	<p>\$40,000</p>
<p><b>Other</b></p>	<p>N/A</p>	<p>\$0</p>	<p>\$0</p>	<p>\$0</p>
<p><b>Total estimated in-kind contribution</b></p>		<p>\$179,200</p>	<p>\$179,200</p>	<p>\$358,400</p>



## Governance and management structure

<p><b>Project governance</b></p> <p><i>Include information about how your project will be governed.</i></p> <p><i>Include how the governance group will monitor and manage any slippage on project progress.</i></p>	<p><b>Uawanui Governance Group</b></p> <p>This group functions at an Iwi and community wide level. It has strategic oversight of initiatives working toward achieving the Uawanui Vision, and underlying principles. The Te Mana o Te Wai project is one initiative the Uawanui Governance Group has an interest in. It does not have direct involvement in governance of the Te Mana o Te Wai project. However it will be kept up to date with progress of this project and will be important in promoting it as a key initiative under the Uawanui Project.</p> <p><b>Te Aitanga A Hauiti Centre of Excellence Trust (COE)</b></p> <p>The COE is the legally constituted organisation that will sign a Deed of Funding with the Ministry and will manage financial administration of the Te Mana o Te Wai funding. Milestone claims submitted by the COE to the Ministry will be approved by the Uawanui Te Mana o Te Wai Project Governance Board.</p> <p><b>Uawanui Te Mana o Te Wai Project Governance Board</b></p> <p>This board will be comprised of 3-5 members. It is established specifically to provide governance of the Te Mana o Te Wai funding. It will have the following key roles:</p> <ul style="list-style-type: none"> <li>• Responsible for successful delivery of Te Mana o Te Wai funded project. This includes oversight monitoring of the achievement of the project plan based on reporting from the project manager.</li> <li>• Decisions on significant alterations to the project plan that are to be submitted to the Ministry</li> <li>• Approval of milestone reports and claims to be submitted to the Ministry</li> </ul> <p><b>Project Manager</b></p> <p>The project manager role will include:</p> <ul style="list-style-type: none"> <li>• Operational oversight of Te Mana o Te Wai project ensuring that required tasks and deliverables are completed by partnership groups</li> <li>• Direction and support to project coordinator</li> <li>• Collation of information for reporting to UTMOTW board and subsequently to the Ministry</li> <li>• Project management functions including identification of any project risks or issues</li> </ul> <p><b>Project Coordinator</b></p> <p>The project coordinator will</p> <ul style="list-style-type: none"> <li>• Day to day project management and coordination tasks as planned and agreed in conjunction with the project manager</li> <li>• Day to day coordination and communication with partnership groups. This coordination is on an as required basis – if groups have resources to manage completion of their project tasks and deliverables they may not require coordination. It is expected the largest coordination input</li> </ul>
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will be with the Marae and School

- Communication, coordination, liaison with Te Aitanga a Hauiti and the Uawa Tolaga Bay Community

#### **Project Partnership Groups**

Each of the five groups will have responsibility for ensuring delivery of their projects within the overall budgets approved by the Project Governance Board (PGB) and will report to the PGB quarterly. They will be responsible for budgets and records around their projects. A simple MOU will be signed with the Hauiti Incorporation Committee, Hauiti Centre of Excellence and Tolaga Bay Area School setting out responsibilities. The specific tasks to be completed and deliverables to be provided by the land and river group and tech transfer and support team will be sent out to those groups by the Governance Board. The following partnership project groups will participate:

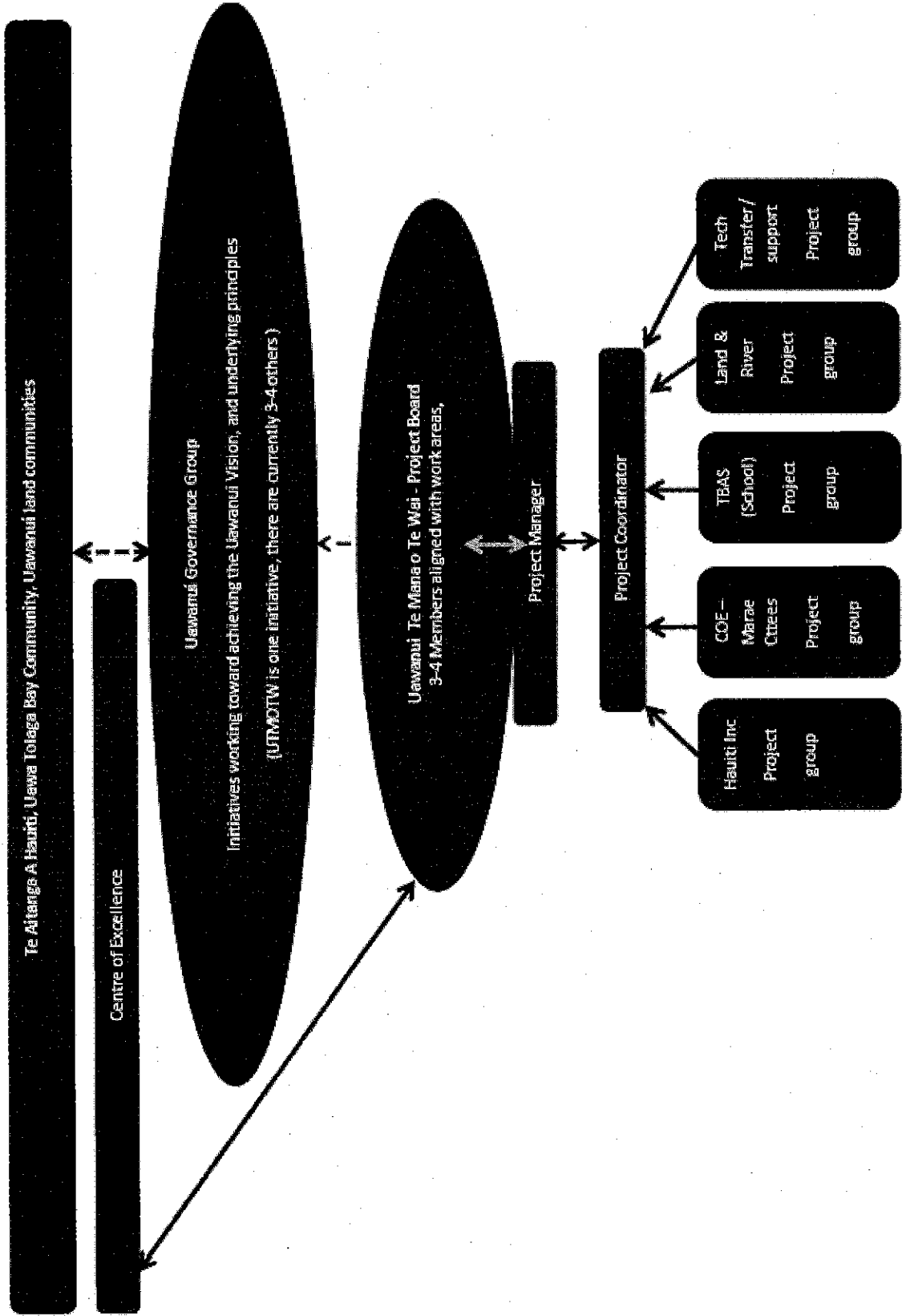
- Hauiti incorporation committee: This committee and its environmental sub-group will be responsible for delivery of work related to the Estuary and Titirangi Station.
- Hauiti Centre of excellence / Marae committees: Approval of and oversight of projects on each of the five active marae.
- Tolaga Bay Area School: Responsibility for school curriculum-based activities and work on school riverbank site.
- Land and river group: This group will incorporate the forestry environmental focus group, farm landowner representatives and Iwi. It will be responsible for catchment work on sustainable land management, including woody debris and sediment management, riverbank projects (particularly restoration of whitebait spawning areas), and spartina grass control.
- Tech transfer and support team: Responsible for practical project planning assistance with individual projects, science delivery, set up of community based monitoring, baseline information, support and training. This group will initially be comprised of representatives from Groundtruth, Department of Conservation, Gisborne District Council, Massey University and other possible technical support including investigators previously involved with the Allan Wilson Centre. It will transition to greater responsibility from Te Aitanga a Hauiti and community as their capacity increases. The Tech transfer and support team will provide support to all of the partnership project groups.

#### **Managing conflicts of interest**

Decision making about alterations to the project plan and approval of milestone reports and claims by the project governance board, separated from operational management, is designed to help avoid conflicts of interest.

Where any real or potential conflicts of interest are identified in project governance, these will be considered by the project governance board. Where any significant conflicts of interest involving commercial interests occur, decision making by the board will exclude any members with a significant conflict of interest.

# Project Governance Structure



**Managing funds**

*Provide information about how you will manage the project funds if successful. Include information about how you will procure goods and services, approve payments, and monitor and address budget overspend.*

Partnership project groups will have approved annual budgets from the final approved funding. They will be responsible for managing work to meet these budgets and work programmes. Any significant changes from these budgets will need to be approved by the project governance board.

Partnership project groups will make claims to the governance board for work within a milestone and will be reimbursed by the Centre of Excellence at the receipt of milestone payments from the Ministry. The Centre of Excellence will run a separate bank account for the TMOTW funds.

Where significant contract works such as contract spraying are undertaken, selection of contractors will be based on a standard procurement policy including criteria for assessing the suitability of the contractor.

Financial records of project transactions will be maintained and be audited as part of usual audit processes of the partner organisations, including overall responsibility by Te Aitanga A Hauiti Centre of Excellence.

## Health and Safety

*Please describe what health and safety policies and plans your organisation has in place for the project and the process to keep these updated and communicated to employees, contractors and volunteers and ensure that all such personnel comply with these policies and plans and procedures and/or that sub-contractors have in place safety policies, management plans and procedures.*

A health and safety plan will be developed and implemented for the project as a whole prior to the first milestone date (and provided as a deliverable at Milestone 1). Organisations within the project (e.g. Tolaga Bay Area School, Groundtruth etc) operate their own health and safety policies and plans.

*Identify who is responsible for health and safety for the project and their skills and experience in this area*

An individual with responsibility for implementation of the health and safety plan across the project will be identified prior to the first project milestone. Peter Handford will initially be involved in developing a health and safety management plan for the project, in conjunction with the project partnership groups. Peter operates a health and safety management plan with Groundtruth, covering staff and contractors working in a wide range of environments and tasks similar to those covered by the Uawanui Project.

## Consultant and/or sub-contractor details (if applicable)

Provide information about any third party you intend to sub-contract to undertake work on the project. The Ministry may request evidence of all contracts (and associated procurement process followed, for each sub-contractor) as part of the milestone reporting requirements. Please refer to the TMOTW Guide for Grantees for guidance on the use of sub-contractors.

Company name of consultant/sub-contractor <i>Please include trading name if different</i>	Work to be undertaken for project	Value of contract <i>Total estimated value of contract, excluding GST</i>	Potential conflict of interest <i>(eg, financial interest in sub-contractor's company, commercial or business relationship with sub-contractor, friend or relative working for sub-contractor, etc)</i>
*see note			

\*Note: It is uncertain at this stage where contractors will be used as some works will be undertaken by partnership project groups directly

## Risk management

A risk is something that may affect the completion and success of your project. It is good practice to identify all the concerns about your project at an early stage. You may identify issues that can be resolved before the project starts.

Many aspects of setting up a project (eg, project timeframes and schedules, and communication plans) are mitigation measures to reduce common project risks. Your risk containment/mitigation plan should be reviewed regularly, and any new risks and mitigation strategies added as they are identified.

<b>Risk description</b> <i>Identify the potential risk to your project (eg, project not completed on time, unpredictable events such as weather, lack of resource commitment, time and cost estimates too optimistic, unexpected budget cuts, stakeholder's changing requirements after the project has started)</i>	<b>Impact on project</b> <i>Describe the impact the risk would have on the project (eg, misunderstandings, duplication of work, incomplete work)</i>	<b>Likelihood of risk</b> <i>Low, medium or high</i>	<b>Consequence on project</b> <i>Minor, moderate or severe</i>	<b>Risk containment/mitigation plan</b> <i>Describe the process that you will use to minimise and manage the risk (eg, project manager monitors functional roles to ensure enough time is allocated to complete the project)</i>
Time and costs for operations such as fencing, weed control, sustainable land management plans, slash and sediment trials are underestimated	Planned level of work unable to be completed. May require reduced final output.	Medium	Minor	Monitor budgets quarterly and reallocate resources/budget if necessary. There are likely to be some areas under budget and some areas over.
Difficulty in identifying and retaining local trainees undertaking weed control and other tasks as part of the project.	Less trainees available to undertake work than planned	Medium	Minor	Carefully select potential trainees to reduce risk of not completing training. Have a large pool of potential trainees. Shift to using contractors where essential tasks involved.
Major weather events occur that create unforeseen damage	Damage to stream / riverbank areas damages restoration works, fences or other investment.	Low	Moderate	Undertake a range of restoration actions in different locations so that major weather events will only impact on some areas and works. Have a large focus on building peoples knowledge and capacity – something that will not be affected.
Two years is insufficient time for changes in water quality measures to be detected	Quantitative measures of improvement in water quality, particularly associated with Titirangi Spring are unclear	High	Minor	Focus on a range of assessments of operational achievements, improvements in community understanding and capability and enhancements to the wider freshwater ecosystem  Keep monitoring specific to smaller areas related to

				the Tītirangi Spring contamination – where change is likely.
Management structure or financial situation of project partners or contributors changes, decreasing their contribution.	Contributors do not provide full in kind or cash contributions. Project partnership groups do not undertake work as planned	Low	Moderate	Maintain communication with contributors / partners to get early warning of any changes. Seek alternative cash contributions Deliberate broad spread of project partnership groups allows re allocation of funding if a particular project partnership group reduces its input.
Spartina weed areas greater than expected	Budgets not sufficient to control entire area. May not be practical to control this weed in the long term.	Medium	Minor	Undertake early scoping of spartina areas to allow refining of budgets and decision on control strategy. Seek separate additional funding support if necessary. If not practical to undertake control – then reallocate budgeted funds to other project work areas.
Difficulty in fully communicating and engaging across Iwi and community	Development of capability across community less than planned	Low	Moderate	Develop a communications plan and have clear responsibilities for communication via a range of pathways.
Timing of operations changes in relation to individual milestones	Impact on reporting and timing of budget only	High	Minor	It is difficult to predict final timing of some operations as this may be determined by the results of earlier survey and planning work etc. Milestone dates will be maintained, but any switching of deliverables between individual milestones will be identified to the ministry as soon as possible.
The requirements for resource consents delays or halts planned operational works	Difficulty in achieving planned timelines, or completing within project. May mean a particular area of work is not completed.	Low	Moderate	Any requirements for resource consents will be investigated as specific project works are planned. Where possible, options that do not require resource consent will also be identified and are likely to be more appropriate.

## Milestone table and detailed budget

### Milestones - Year 1

*If your project has been recommended for funding for less than the amount you requested, ensure that you adjust the milestone information to reflect the new funding amount. The final milestone payment must be a minimum of 10 per cent of the total TMOTW funding amount. The estimated cost for the final milestone must reflect this.*

Milestone name	Activity	Deliverable	Due date	Total estimated cash cost	Total Estimated TMOTW Contribution <i>For office use only</i>
<p>Milestone One</p>	<p><b>Project Establishment</b></p> <p>1.01 - Prepare health and safety plan and confirm H&amp;S responsibilities across project</p> <p>1.02 - Confirm all external funding for year 1 is secured</p> <p>1.03 - Coordinator recruitment and initial coordination work</p> <p>1.04 - Develop communications plan for the project</p> <p>1.05 - Baseline assessment of iwi and community understanding of water quality / water resource management knowledge level</p> <p>1.06 Sign MoUs with the Hauiti Incorporation Committee, Hauiti Centre of Excellence and Tolaga Bay Area School setting out responsibilities. The specific tasks to be completed and deliverables to be provided by the land and river group and tech transfer and support team will be sent</p>	<p><b>Project Establishment</b></p> <p>1.01 – A copy of the Health and safety plan and confirmation of who will be responsible for implementation of the Plan</p> <p>1.02 - Letters of confirmation for all Year 1 external funding</p> <p>1.03 - Engagement of coordinator and Quarterly project report outlining coordination activities and achievements</p> <p>1.04 - A copy of the communications plan</p> <p>1.05 - Summary of results from knowledge level survey</p> <p>1.06 – Copies of MoUs with Hauiti Incorporation Committee, Hauiti Centre of Excellence and Tolaga Bay Area School. Evidence of written confirmation from the Governance Board of the specific tasks to be completed and deliverables to be provided by the land and river group and tech transfer and support team.</p>	<p>24 June 2016</p>	<p>\$56,250</p>	<p>\$44,934</p>

	out to those groups by the Governance Board	
	<p><b>Capacity Building</b></p> <p>1.07 - Estuary shellfish survey monitoring protocol</p>	<p><b>Capacity Building</b></p> <p>1.07 - Estuary monitoring protocols</p>
	<p><b>Estuary and local catchment restoration</b></p> <p>1.08 - Kaitawa Estuary and surrounding vegetation survey report</p> <p>1.09 - Develop sustainable land management plan for Titirangi Station</p> <p>1.10 - Additional water testing related to Titirangi Spring</p> <p>1.11 - Fencing around estuary and local catchments, 200m of fence</p>	<p><b>Estuary and local catchment restoration</b></p> <p>1.08 - Estuary survey report</p> <p>1.09 - Sustainable land management plan for Titirangi Station</p> <p>1.10 - Summary note on addition testing undertaken</p> <p>1.11 - Photos and note on completion of 200m of retirement / riparian fencing</p>
	<p><b>Marae based restoration</b></p> <p>1.12 - Develop restoration action plans for two marae</p>	<p><b>Marae based restoration</b></p> <p>1.12 - Restoration action plans for two marae</p>
	<p><b>School Engagement</b></p> <p>1.13 - Prepare updated Tolaga Bay Area School riverbank restoration action plan</p>	<p><b>School Engagement</b></p> <p>1.13 - Tolaga Bay Area School riverbank area restoration action plan</p>

	<p><b>Spartina weed control</b></p> <p>1.14 - Undertake survey of spartina weed distribution</p> <p>1.15 - Undertake three days spartina weed control in the Kaitawa Estuary and lower Uawa River catchment.</p>	<p><b>Spartina weed control</b></p> <p>1.14 - Spartina weed survey report</p> <p>1.15 - Summary and photos of spartina weed control in the Uawa River catchment reported in the quarterly report</p>			
	<p><b>Catchment sustainable land management</b></p> <p>1.16 - Prepare draft sustainable land management plan for one farm in the catchment</p>	<p><b>Catchment sustainable land management</b></p> <p>1.16 - Draft sustainable land management plan for one farm</p>			
	<p><b>Reporting &amp; Governance</b></p> <p>1.17 - Finalise governance structure, roles and membership</p> <p>1.18 - Governance meeting and report</p> <p>1.19 - Complete Ministry Reporting Templates</p>	<p><b>Reporting &amp; Governance</b></p> <p>1.17 - Copy of signed Terms of Reference for project governance group (including members and their roles)</p> <p>1.18 - Summary report including meeting minutes and notes and photographs on operational deliverables</p> <p>1.19 - Completed Ministry reporting templates (milestone report, milestone claim form, summary of expenses, Tax invoice for claimed amount and copy of bank deposit slip.</p>			
<p>Milestone Two</p>	<p><b>Coordination &amp; Capacity Building</b></p> <p>2.01 - Coordination of project activities by coordinator</p> <p>2.02 - Develop marae based training resources around water quality and restoration</p> <p>2.03 - Delivery of public seminar / workshop on aspects of water quality and restoration</p> <p>2.04 - Administration support to freshwater governance</p>	<p><b>Coordination &amp; Capacity Building</b></p> <p>2.01 - Quarterly reports outlining coordination activities and achievements</p> <p>2.02 - Training information and note on training undertaken</p> <p>2.03 - Summary of presentation / information delivered. Summary list of attendees</p> <p>2.04 - Note on legal and financial services obtained</p> <p>2.05 - Note on Health and Safety equipment provided</p>	<p>12 August 2016</p>	<p>\$112,250</p>	<p>\$89,668</p>

2.05 - Health and safety equipment	<p><b>Estuary and local catchment restoration</b></p> <p>2.06 - Phase one weed control across 7 hectares</p> <p>2.07 - Fencing around estuary and local catchments, 500m of fence</p> <p>2.08 - Plant establishment and maintenance around the estuary and local catchments of 9000 plants</p> <p>2.09 - Predator traps around the estuary. 25 traps.</p>	<p><b>Estuary and local catchment restoration</b></p> <p>2.06 - Summary note on phase one weed control undertaken, including maps and photos</p> <p>2.07 - Summary note and photos of 500m of fencing in quarterly report</p> <p>2.08 - Summary note and photos of 9000 plants planted included in quarterly report</p> <p>2.09 - Summary note and photos of traps included in quarterly report</p>		
<p><b>Marae based restoration</b></p> <p>2.10 - Planning of marae based restoration projects at 3 Marae. Initial implementation of restoration projects.</p>	<p><b>Marae based restoration</b></p> <p>2.10 - Restoration plans for 3 Marae projects. Notes and photos of marae based restoration works</p>	<p><b>Marae based restoration</b></p>		
<p><b>Whitebait restoration</b></p> <p>2.11 - Survey of whitebait spawning sites in lower Uawa catchment</p>	<p><b>Whitebait restoration</b></p> <p>2.11 - Whitebait spawning sites survey report</p>	<p><b>Whitebait restoration</b></p>		
<p><b>Upper catchment sustainable land management</b></p> <p>2.12 - Meetings and identification of slash and sediment trial sites</p> <p>2.13 - Working with landowners to identify on farm demonstration projects</p>	<p><b>Upper catchment sustainable land management</b></p> <p>2.12 - Note on proposed upper catchment trials and sites</p> <p>2.13 - Summary note / table of proposed projects</p>	<p><b>Upper catchment sustainable land management</b></p>		

	<p><b>Reporting &amp; Governance</b></p> <p>2.14 - Governance meeting and report</p> <p>2.15 – Confirmation of external funding from Te Whare hauora o Te Aitanga a Hauiti</p> <p>2.16 - Complete Ministry Reporting Templates</p>	<p><b>Reporting &amp; Governance</b></p> <p>2.14 - Summary report including meeting minutes and notes and photographs on operational deliverables. Also includes notes on project and communication plans. Refine and confirm budgets and work plans.</p> <p>2.15 – Funding confirmation letter from Te Whare hauora o Te Aitanga a Hauiti</p> <p>2.16 - Completed Ministry reporting templates (milestone report, milestone claim form, summary of expenses, Tax invoice for claimed amount and copy of bank deposit slip (Milestone 1 only).</p>		
<p>Milestone Three</p>	<p><b>Project coordination and capacity building</b></p> <p>3.01 - Coordination of project activities by coordinator</p> <p>3.02 - Promote and produce one seminar or one information publication</p> <p>3.03 - Marae based training and information sharing</p> <p>3.04 - Support to delivery of financial and legal records</p> <p><b>Estuary and local catchment restoration</b></p> <p>3.05 - Plant establishment and maintenance around the estuary and local catchments of 3000 plants</p> <p>3.06 - Fencing around estuary and local catchments, 200m of fence</p> <p><b>Marae based restoration</b></p> <p>3.07 - Weed control and plant maintenance at Marae</p>	<p><b>Project coordination and capacity building</b></p> <p>3.01 - Quarterly coordination reports outlining activities and achievements</p> <p>3.02 - Information on seminar or publication and other communication in quarterly report</p> <p>3.03 - Summary of marae training hui and attendees</p> <p>3.04 - Outline, in quarterly report, of advice or support received to enhance financial records and legal understanding.</p> <p><b>Estuary and local catchment restoration</b></p> <p>3.05 - Summary note and photos of 3000 plants planted included in quarterly report</p> <p>3.06 - Summary note and photos of 200m of fencing in quarterly report</p> <p><b>Marae based restoration</b></p> <p>3.07 - Summary note and photos of marae weed control and planting projects</p>	<p>14 Oct 2016</p> <p>\$68,260</p>	<p>\$54,528</p>

<p><b>School engagement</b></p> <p>3.08 - Weed control planting and plant maintenance at Tolaga Bay Area School for 500 plants</p>	<p><b>School engagement</b></p> <p>3.08 - Summary note and photos of school project work</p>
<p><b>Spartina weed control</b></p> <p>3.09 - Undertake 5 days of initial spartina weed control</p>	<p><b>Spartina weed control</b></p> <p>3.09 - Summary note, photos and maps of spartina control</p>
<p><b>Catchment sustainable land management</b></p> <p>3.10 - Identify and begin implementation of one forestry sediment or slash management trial site.</p> <p>3.11 - Support for sustainable land management demonstration work on one farm</p>	<p><b>Catchment sustainable land management</b></p> <p>3.10 - Summary note, photos and map of trial area</p> <p>3.11 - Summary of farm works supported</p>
<p><b>Whitebait restoration</b></p> <p>3.12 - Fencing or other restoration work at whitebait spawning site. May be 300m of fencing and 300 plants, depending on site requirements identified in earlier survey.</p>	<p><b>Whitebait restoration</b></p> <p>3.12 - Summary note and photos of whitebait spawning area weed control, planting and/or fencing projects</p>
<p><b>Reporting &amp; Governance</b></p> <p>3.13 - Governance meeting and report</p> <p>3.14 - Complete Ministry Reporting Templates</p>	<p><b>Reporting &amp; Governance</b></p> <p>3.13 - Summary report including meeting minutes and notes and photographs on operational deliverables. Also includes notes on project and communication plans. Refine and confirm budgets and work plans.</p> <p>3.14 - Completed Ministry reporting templates (milestone report, milestone claim form, summary of expenses, Tax invoice for claimed amount.</p>

Milestone Four	<p><b>Project coordination and capacity building</b></p> <p>4.01 - Coordination of project activities by coordinator</p> <p>4.02 - Training and support for estuary shellfish survey</p> <p>4.03 - Promote and produce one seminar or one information publication</p>	<p><b>Project coordination and capacity building</b></p> <p>4.01 - Quarterly coordination reports outlining activities and achievements</p> <p>4.02 - Notes on training and provision of summary survey report</p> <p>4.03 - Quarterly coordination reports outlining activities and achievements</p>	13 Jan 2017	\$36,400	\$29,077
	<p><b>Estuary and local catchment restoration</b></p> <p>4.04 - Weed control across 5 hectares</p> <p>4.05 - Fencing around estuary and local catchments, 200m of fence</p>	<p><b>Estuary and local catchment restoration</b></p> <p>4.04 - Summary note and photos of estuary weed control, planting and fencing projects</p> <p>4.05 - Summary note and photos of estuary weed control, planting and fencing projects</p>			
	<p><b>Marae based restoration</b></p> <p>4.06 - Weed control and plant maintenance at Marae</p>	<p><b>Marae based restoration</b></p> <p>4.06 - Summary note and photos of marae weed control and planting projects</p>			
	<p><b>School engagement</b></p> <p>4.07 - Weed control planting and plant maintenance at Tolaga Bay Area School</p>	<p><b>School engagement</b></p> <p>4.07 - Summary note and photos of school project work</p>			
	<p><b>Spartina weed control</b></p> <p>4.08 - Undertake two days spartina weed control in the Kaitawa Estuary and lower Uawa River catchment.</p>	<p><b>Spartina weed control</b></p> <p>4.08 - Summary note, photos and maps of spartina control</p>			

Milestone Five	<p><b>Reporting &amp; Governance</b></p> <p>4.09 - Governance meeting and report</p> <p>4.10 - Complete Ministry Reporting Templates</p>	<p><b>Reporting &amp; Governance</b></p> <p>4.09 - Summary report including meeting minutes and notes and photographs on operational deliverables. Also includes notes on project and communication plans. Refine and confirm budgets and work plans.</p> <p>4.10 - Completed Ministry reporting templates (milestone report, milestone claim form, summary of expenses, Tax invoice for claimed amount.</p>	31 Mar 2017	\$22,600	\$18,053
	<p><b>Spartina weed control</b></p> <p>5.01 - Undertake one days spartina weed control in the Kaitawa Estuary and lower Uawa River catchment.</p>	<p><b>Spartina weed control</b></p> <p>5.01 - Summary note, photos and maps of spartina control</p>			
	<p><b>Catchment sustainable land management</b></p> <p>5.02 - Prepare draft sustainable land management plan for one farm in the catchment</p> <p>5.03 - Support for sustainable land management demonstration work on two farms</p> <p>5.04 - Establishment and maintenance of one forestry sediment or slash management trial site.</p>	<p><b>Catchment sustainable land management</b></p> <p>5.02 - Draft sustainable land management plan for one farm</p> <p>5.03 - Summary of farm works supported</p> <p>5.04 - Summary note, photos and maps trial areas</p>			
	<p><b>Reporting &amp; Governance</b></p> <p>5.05 - Governance meeting and report</p> <p>5.06 - Complete Ministry Reporting Templates</p> <p>5.07 Plan the details (Milestone table, budget &amp; in kind) for year 2 of the project.</p>	<p><b>Reporting &amp; Governance</b></p> <p>5.05 - Summary report including meeting minutes and notes and photographs of operational deliverables. Also includes notes on project and communication plans. Refine and confirm budgets and work plans.</p> <p>5.06 - Completed Ministry reporting templates (milestone report, milestone claim form, summary of expenses, evidence of actual expenditure (invoices), Tax invoice for claimed amount.</p>			

	5.07 First draft of details project plan for year 2 of the project.				
<b>Estimated total cash cost for project</b>				<b>\$295,760</b>	
<b>Total Estimated TMOTW contribution</b>					<b>\$236,260</b>

## Project budget – Year 1

Provide a breakdown of all the estimated, project-related costs (expenditure) for milestones for your project, exclusive of GST. Ensure that sufficient detail is provided in the first column (ie, a breakdown of how amounts were calculated). Insert more rows if needed.

Personnel – breakdown of cash costs <i>Wages, salaries, recruitment, training, etc (eg, Joe Brown's salary at \$40 per hour for period of 20 hours)</i>	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total
1.032 - Co-ordinator salary - 3 months (1/4 of \$45,000)	\$11,250					
2.011 - Co-ordinator salary - 3 months (1/4 of \$45,000)		\$11,250				
2.104 - Marae weed control and planting 200 hrs by trainees @ \$25 /hr		\$5,000				
3.011 - Co-ordinator salary - 3 months (1/4 of \$45,000)			\$11,250			
3.071 - Marae weed control and plant maintenance, 150 hrs by trainees @ \$25/hr			\$3,750			
3.083 - Trainees planting and releasing of plants in small school restoration area 32hrs @ \$25/hr			\$800			
3.124 - Trainee work on planting and maintenance at Whitebait spawning areas 32hrs @ \$25			\$800			
4.011 - Co-ordinator salary - 3 months (1/4 of \$45,000)				\$11,250		
4.06 - Marae weed control, planting and maintenance, 150 hrs by trainees @ \$25/hr				\$3,750		
4.07 - Trainee team working on weed control at small school restoration project 108hrs @ \$25/hr				\$2,700		
<b>Total estimated cash costs for personnel (exclusive of GST)</b>	<b>\$11,250</b>	<b>\$16,250</b>	<b>\$16,600</b>	<b>\$17,700</b>	<b>\$0</b>	<b>\$61,800</b>

Administration – breakdown of cash costs	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total
1.17 - Finalise governance structure, roles and membership	\$500					
2.032 - Printing of maps, information etc for meetings and publicity		\$500				
2.102 - Administration of Marae based restoration projects - printing and other miscellaneous costs		\$1,000				
<b>Total estimated cash costs for administration (exclusive of GST)</b>	<b>\$500</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>

Consultants and contractors – breakdown of cash costs	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total
1.02 - Confirm all external funding for year 1 is secured	\$500					
1.031 - Assistance with coordinator engagement - help with development of job description, selection criteria etc	\$1,000					
1.04 - Develop communications plan for the project	\$1,000					
1.05 - Baseline assessment of knowledge levels	\$2,250					
1.07 - Estuary survey	\$6,200					
1.08 - Prepare simple monitoring protocols for estuary	\$1,250					
1.09 - Develop sustainable land management plan for Titirangi Station	\$9,000					
1.10 - Additional water testing related to Titirangi Spring	\$1,000					
1.12 - Develop restoration action plans for two marae	\$2,000					
1.13 - Prepare updated Tolaga Bay Area School riverbank restoration action plan	\$500					

1.15 - Undertake survey of spartina weed distribution	\$2,000					
1.16 - Undertake three days spartina weed control in the Kaitawa Estuary and lower Uawa River catchment.	\$1,800					
1.17 - Prepare draft sustainable land management plan for one farm in the catchment	\$4,000					
1.181 - Governance meeting and report	\$1,500					
1.182 - Project Governance Board Independent Member Costs	\$1,500					
1.19 - Complete Ministry Reporting Templates	\$1,000					
2.021 - Marae based training resources around water quality and restoration, water management - expert and technical input, development and delivery		\$3,900				
2.032 - Public seminar delivery and promotion		\$1,500				
2.06 - Phase one estuary weed control by contractors. Assume 7ha @\$750/ha		\$5,250				
2.101 - Draft plans for small restoration projects at 3 marae. Assume \$1000 per plan		\$3,000				
2.11 - Technical support and write up of whitebait spawning sites survey		\$1,500				
2.12 - Slash and Sediment trials - Meetings with forestry companies and site visits. Document outline of trials, mapping and planning		\$1,500				
2.13 - Initial work on project briefs and funding applications for specific on farm demonstration projects in the catchment		\$1,000				
2.141 - Governance meeting and report		\$1,500				
2.142 - Project Governance Board Independent Member Costs		\$1,500				
2.16 - Complete Ministry Reporting Templates		\$1,000				
3.072 - Technical support and assistance to weed control, planting and planning at Marae. Including prescriptions and follow ups			\$2,000			

3.081 - Weed control and planting - support and assistance to trainees and school staff. Oversight and preparation of spray prescriptions					\$900				
3.09 - Initial spartina control 5 days @ \$600/day					\$3,000				
3.131 - Governance meeting and report					\$1,500				
3.132 - Project Governance Board Independent Member Costs					\$1,500				
3.14 - Complete Ministry Reporting Templates					\$1,000				
4.02 - Technical support to estuary shellfish survey. Including training of iwi and community, collate and write up					\$3,500				
4.04 - Estuary weed control assume control 5ha@\$500/ha					\$2,500				
4.08 - Spartina control 2 days @ \$600/day					\$1,200				
4.091 - Governance meeting and report					\$1,500				
4.092 - Project Governance Board Independent Member Costs					\$1,500				
4.10 - Complete Ministry Reporting Templates					\$1,000				
5.01 - Spartina control 1 day @ \$600/day					\$600				
5.02 - Prepare draft sustainable land management plan for one farm in the catchment					\$4,000				
5.031 - Project briefs for on farm work tasks - preparation of project briefs - funding applications					\$1,000				
5.051 - Governance meeting and report					\$1,500				
5.052 - Project Governance Board Independent Member Costs					\$1,500				
5.06 - Complete Ministry Reporting Templates					\$1,000				
<b>Total estimated cash costs for consultants and contractors (exclusive of GST)</b>					<b>\$36,500</b>				
					<b>\$21,650</b>				
					<b>\$9,900</b>				
					<b>\$11,200</b>				
					<b>\$9,600</b>				
					<b>\$88,850</b>				

Capital assets and other capital costs – breakdown of cash costs	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total
<b>Total estimated cash costs for capital assets and other capital costs (exclusive of GST)</b>						Nil

Health and Safety – breakdown of cash costs	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total
1.01 - Prepare health and safety plan and confirm H&S responsibilities across project	\$1,500					
2.051 - Purchase health and safety equipment (PPE) for trainees and coordinator. Equipment \$500 for coordinator, \$2000 for trainees.		\$2,500				
<b>Total estimated cash costs for Health and Safety (exclusive of GST)</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,000</b>

Venue and Equipment – breakdown of cash costs	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total
2.022 - Marae hire, booklets etc for Marae based water quality and restoration training		\$2,000				
3.03 - Marae hire, booklets etc for Marae based water quality and restoration training			\$1,250			
<b>Total estimated cash costs for Venue and Equipment (exclusive of GST)</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$1,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,250</b>

Travel and Accommodation – breakdown of cash costs	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total

1.033 - Co-ordinator travel and accommodation (mileage at 74c/km)	\$1,500						
2.012 - Co-ordinator travel and accommodation (mileage at 74c/km)		\$1,500					
3.012 - Co-ordinator travel and accommodation (mileage at 74c/km)			\$1,500				
4.012 - Co-ordinator travel and accommodation (mileage at 74c/km)				\$1,500			
<b>Total estimated cash costs for Travel and Accommodation (exclusive of GST)</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$1,500</b>	<b>\$6,000</b>

<b>Promotion and dissemination of information – breakdown of cash costs</b>	<b>Milestone 1</b>	<b>Milestone 2</b>	<b>Milestone 3</b>	<b>Milestone 4</b>	<b>Milestone 5</b>	<b>Total</b>
2.031 - Promote one event / public seminar. May include provision of simple publication of project information		\$1,300				
3.02 - Promotions - Publications, seminars etc. Contribution to this across all areas			\$2,000			
4.03 - Promotions - Publications, seminars etc. Contribution to this across all areas				\$2,000		
<b>Total estimated cash costs for promotion and dissemination (exclusive of GST)</b>	<b>\$0</b>	<b>\$1,300</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$5,300</b>

<b>Financial, legal and information technology (IT) expenses – breakdown of cash costs</b>	<b>Milestone 1</b>	<b>Milestone 2</b>	<b>Milestone 3</b>	<b>Milestone 4</b>	<b>Milestone 5</b>	<b>Total</b>
2.041 - Advice on legal structures and financial records		\$500				
3.04 - Advice on legal structures and financial records			\$1,000			
<b>Total estimated costs for financial and legal (exclusive of GST)</b>	<b>\$0</b>	<b>\$500</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500</b>

Other miscellaneous costs – breakdown of cash costs	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total
1.111 - Post and batten fencing on Titirangi Station, wider catchment 200m @ \$20/m	\$4,000					
1.112 - Planning and organisation of fencing work on Titirangi Station	\$1,000					
2.071 - Post and batten fencing at estuary and associated streams 300m @ \$20/m		\$6,000				
2.072 - Post and batten fencing on Titirangi Station, wider catchment 200m @ \$20/m		\$4,000				
2.073 - Planning and organisation of fencing and planting operations		\$1,000				
2.081 - Pre plant spot spray, plants, planting and post planting releasing. 7500 plants @ \$4.70 - Estuary		\$35,250				
2.082 - Pre plant spot spray, plants, planting and post planting releasing. 1500 plants @ \$4.70 - Estuary headwaters and Titirangi spring		\$7,050				
2.09 - Traps and other equipment purchased to support estuary animal pest control. Predator traps 25 @ \$70 \$1750		\$1,750				
2.103 - Plants at \$4.00 each including animal control, planting and plants. Assume 500 plants at each of 5 marae		\$10,000				
3.05 - Pre plant spot spray, plants, planting and post planting releasing at Estuary. 3000 plants @ \$4.70			\$14,100			
3.06 - Post and batten fencing on Titirangi Station, wider catchment 200m @ \$20/m			\$4,000			
3.082 - Plants at \$4.00 each including animal control, planting and plants at school. Assume plant 500 plants			\$2,000			
3.1 - Initial slash management trial establishment work - materials for trial areas and measurement. May include irons, cables, machinery, digital equipment etc			\$3,000			
3.11 - Support for early on farm works			\$5,000			

3.121 - Post and batten fencing at Whitebait spawning area 300m @ \$20/m				\$6,000				
3.122 - Whitebait spawning area. Initial planting - pre plant spot spray, plants, planting animal control and releasing 300 plants @ \$4.70				\$1,410				
3.123 - Purchase spray and other materials for use on Whitebait spawning areas				\$500				
4.05 - Post and batten fencing at estuary and associated streams 200m @ \$20/m					\$4,000			
5.04 - Establishment and maintenance of one forestry sediment or slash management trial site.							\$3,000	
5.032 - Support for early on farm works							\$10,000	
<b>Total estimated costs for miscellaneous (exclusive of GST)</b>	<b>\$5,000</b>	<b>\$65,050</b>	<b>\$36,010</b>	<b>\$4,000</b>	<b>\$13,000</b>	<b>\$123,060</b>		
<b>Total estimated cash costs for year one (exclusive of GST)</b>	<b>\$56,250</b>	<b>\$112,250</b>	<b>\$68,260</b>	<b>\$36,400</b>	<b>\$22,600</b>	<b>\$295,760</b>		
<b>Total project budget for year one</b>						<b>\$295,760</b>		

## Year two project activities

List the main tasks/activities that will be involved in the delivery of your project for year 2.

- Maintain and enhance governance and coordination
- Ongoing local and regional communication under communications plan
- Stakeholder meetings and communication
- Titirangi Spring headwaters management – planting etc
- Estuary riparian fencing, weed control and planting
- Training delivery for trainees and others
- School weed control and planting
- School water quality curriculum aspects
- Two public seminars
- Whitebait survey
- Restoration of whitebait spawning habitat – likely to include fencing and planting
- Forestry slash and sediment works and monitoring / report back
- Working with pastoral farmers to develop sustainable land management plans and some support of retirement and erosion control planting
- Community based monitoring of water and freshwater ecosystem health

**Total estimated cash costs for Year two of project (exclusive of GST)**

**\$278,875**

**EXECUTION**

SIGNED as a deed on: 18/5 2018

[The date that the Deed is signed is the date at which both parties have signed the Deed i.e. the date the final party signed the Deed. This date must be handwritten on both original copies of the Deed by the party who signs the Deed last.]

Signed and delivered as a deed by Cheryl Barnes,  
Deputy Secretary, Organisational Performance and  
Operations on behalf of the **Ministry for the  
Environment**

Cheryl Barnes  
Signature

In the presence of:

[Signature]  
Witness Signature

Charlotte Nelson  
Witness Name

Personal Assistant  
Witness Occupation

9(2)(a)  
Witness Address

Signed and delivered as a deed pursuant to the  
Charitable Trusts Act 1957 by affixing the common  
seal of *Te Aitanga A Hauiti Centre of Excellence* Charitable Trust in the presence of:

[Signature]  
Signature of Trustee authorised to affix common seal

Victor Walker  
Print Full Name  
9(2)(a)

Signature of Trustee authorised to affix common seal

9(2)(a)  
Print Full Name



Affix common seal

[This deed must be executed by a Charitable Trust incorporated under the Charitable Trust Act 1957 in accordance with that Act and the Charitable Trust's rules.]











