

Waste Minimisation Fund

Deed of Funding

Waste Minimisation Fund Deed of Funding
Between Ministry for the Environment
and

Keep New Zealand Beautiful Society Incorporated



Contents

Execution	3
Schedule 1: Specific Terms	5
Schedule 2: Funding	12
Schedule 3: Reporting	14
Schedule 4: Charge Out Rates	16
General terms	17
1. Definitions	17
2. Interpretation	20
3. Precedence	21
4. Standard Terms and Conditions	21
5. Grant	24
6. Recipient's Rights and Obligations	29
7. Ministry's Rights and Obligations	36
Annexure 1: Project Plan	39
Annexure 2: Publications and Media Releases	85
Annexure 3: Travel Expense Policy	88

Execution

Parties	
Ministry	THE SOVEREIGN in right of New Zealand, acting by and through the Secretary for the Environment
Recipient	Full legal name: Keep New Zealand Beautiful Society Incorporated
	Trading name (if different)
	Incorporated Society # CC29783
Project title	Do The Right Thing - Extension Programme
Deed number	

Agreement

The Recipient will complete the Project in accordance with the terms and conditions set out in the following Schedules:

Schedule 1: Specific Terms

Schedule 2: Funding

Schedule 3: Reporting

Schedule 4: Charge Out Rates

General Terms

Annexure 1: Project plan

Annexure 2: Publications and Media

Annexure 3: Travel Expenses

SIGNED as a Deed on: 3 March 2022

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

Signed and delivered as a deed by Sam Buckle,
Deputy Secretary, Waste Resource Efficiency and
Water and Land Use Policy, on behalf of the
Ministry for the Environment

On (date): 2/03/2022



Signature



In the presence of:

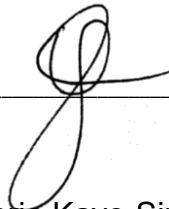
Witness Signature

Witness Name Davinia Gazzard-Steele

Witness Occupation Personal Assistant

Witness Address Environment House, 23 Kate
Sheppard Place, Thorndon Wellington.

Signed and delivered as a deed pursuant to the
Incorporated Societies Act 1908 by affixing the
common seal of **Keep New Zealand Beautiful
Society Incorporated** in the presence of

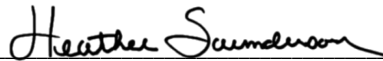


Signature

Cr. Victoria Kaye-Simmons

Print Full Name

(Person authorised to fix a common seal)



Signature

Heather Saunderson

Print Full Name

(Person authorised to fix a common seal)

On (date): 3/3/2022

[This deed must be executed by an Incorporated Society incorporated under the Incorporated Society Act 1908 in accordance with that Act and the Incorporated Society's rules.]

Schedule 1: Specific Terms

1. Project details		
Term	Commencement Date:	The date this Deed is executed.
	Expiry Date:	30 April 2024
Project purpose	<p>The purpose for which the Grant is provided is:</p> <p>For the delivery of research and data to inform and expand on national behaviour change campaigns/tools to address the major issue of litter in New Zealand.</p> <p>Keep New Zealand Beautiful will focus on litter data research and collection in the first year of this extension programme which includes conducting a national litter audit in 2022. Data and evidence gathered in year one will feed into the development of a small-scale behaviour change programme/tools to prevent litter and illegal dumping. In addition, KNZB will continue to develop educational material for schools in New Zealand as well as expand their Community Pride programme and grow their sponsorship base.</p> <p>KNZB will set up and manage an Advisory Working Group (AWG) and associated Technical Working Groups in consultation with The Ministry for the Environment which will provide oversight and guidance for the term of the project. Subject matter experts will be included at various stages of the projects as needed. The AWG will meet every two months, or as regularly as required.</p>	
Summary of key project requirements	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.	
Project objectives <i>Copied from the project plan</i>	<ol style="list-style-type: none"> 1. Implement a National Litter Audit by the end of October 2022. The NLA must be designed and delivered according to the requirements of the Technical Working Group (made up of Stats NZ, MfE, Sustainable Coastlines and KNZB). 2. In the first year of the project, KNZB will undertake extensive Stakeholder Engagement and research to better understand and combat a potential rise in litter and illegal dumping of rubbish and tyres resulting from the Waste Levy Increase. Included will be research into a reporting tool for illegal dumping/littering. 3. KNZB will continue to build resources for their 'Litter Hub' platform which will carry results of the research, findings, and insights from year one. This information will be publicly available. 4. During the course of the project, KNZB will develop and expand their litter education programme, increasing their reach to a total of 837 schools. 	

	<p>5. KNZB will expand their community pride programmes, aiming for a 20% increase in participation by the end of the project.</p> <p>6. KNZB will continue to develop revenue streams to create self-sufficiency, this means increasing business memberships by 100, securing sponsors for the Beautiful Awards, increasing business participation in Clean Up Week by 25% and securing 10 new sponsorships by the end of the project.</p> <p>7. In year two of the project, KNZB will deliver a small-scale behaviour change campaign following the results of the National Litter Audit and Year one research results.</p>
--	--

2. Contact details

Party	Main contact person
Ministry	Karen Cross PO Box 10362, Wellington Phone: 022 0180 952 Email: Karen.Cross@mfe.govt.nz
Recipient	Name: Heather Saunders Postal address: PO Box 58932, Botany 2163 Title: CEO Phone: 021 280 0642 Email: heather@knzb.org.nz

3. Recipient key personnel

Name	Title	Role or Specialisation	Email
Heather Saunderson	CEO	Project Manager	heather@knzb.org.nz
Christine White	Education Manager	Education Management	Christine@knzb.org.nz
Anna Parkin	Marketing Manager	Marketing Management	anna@knzb.org.nz
Jo Mulholland	Communications Manager	Communications Management	jo@knzb.org.nz
Lisa Linn	Programmes Manager	Programme Management	lisa@knzb.org.nz
Theresa Lloyd	Office Manager	Administration	info@knzb.org.nz
TBA	Research Manager	Research Programme and Stakeholder Engagement	TBA

4. Special Terms

This Deed includes the following Special Terms:

1. Upfront Payment

- a. The Ministry shall pay to the Recipient \$300,000 (plus GST if any), being a portion of the Grant, in advance (Upfront Payment) within 10 Working Days of the Commencement Date this Deed.
- b. Payment of the Upfront Payment is subject to the Ministry's receipt of a correct tax invoice for this amount. The Upfront Payment will be applied by the Recipient to the following items with the remainder being an advanced payment for the costs of Financial Year 1:
 - i. Staff wages (in relation to engagement of new Project Team members) up to \$40,000;
 - ii. Graphic Design and development of collateral and Advertising Expenses up to \$5,000;
 - iii. Misc. project expenses (job advertisements, etc.) up to \$5,000; and
 - iv. Personnel costs, and project costs in relation to the National Litter Audit and Research and Stakeholder Engagement Strategy (up to \$250,000) for milestones two and three.
- c. The Recipient's invoice for the Upfront Payment must quote the deed number on this Deed.
- d. **Interest:** The Recipient will account for and reinvest any underspend of the Upfront Payment and any interest amount accrued on the Upfront Payment into the Project.
- e. **Reporting:** The Recipient will provide details of any underspend of the Upfront Payment (including the value and planned allocation of any underspend to other Project activities and any interest amount accrued on the Upfront Payment) in the milestone reporting to the Ministry.
- f. **Underspend:** If at the expiry or termination of this Deed, there is an underspend of the Upfront Payment, the Recipient shall repay to the Ministry any such amount within 20 Working Days of the date of expiry or termination.

2. No Retrospective Costs Exemption: Notwithstanding clause 5.8 (No Retrospective Costs) of the General Terms the Recipient may apply up to \$50,000 of the Grant toward costs it incurred prior to the Commencement Date relating to the following items:

- a. Staff Wages up to \$40,000
- b. Graphic Design and development of collateral and Advertising Expenses up to \$5,000
- c. Misc. project expenses (job advertisements, etc.) up to \$5,000

3. Intellectual Property:

- a. **Use of Third Party Data:** If the Recipient incorporates any third party data into the Deliverables, the Recipient will:
 - i. ensure the applicable licence terms meet the Recipient's obligations in clause 4.7 (Intellectual Property) of the General Terms;
 - ii. document in writing to the Ministry all applicable third party datasets; and

iii. comply with all applicable terms of the third party data licence(s).

b. **NZGOAL:** The licence granted by the Recipient to the Ministry further to clause 4.7(c) (Recipient Intellectual Property) includes the right to sublicense Deliverables for re-use under any Creative Commons or other licence referred to in the New Zealand Government Open Access and Licensing framework (available at <http://ict.govt.nz/guidance-and-resources/information-and-data/nzgoa1>).

4. Project Management and Governance

a. **Project Manager:** The Recipient will appoint for the duration of the Project 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;
- ii. have authority to represent the Recipient in communications under this Deed and to act for the Recipient under this Deed; and
- iii. ensure that the project management practices set out in the Project Plan are followed.

b. **Governance:** The Recipient shall establish for the duration of the Project a Governance Group (named the Project Governance Group in the Project Plan) of appropriately trained, qualified, and experienced personnel to provide overall guidance and direction to the Project, including:

- i. making recommendations to support any decision that will have a material impact on the Project;
- ii. overseeing financial reporting and health and safety practices in relation to the Project;
- iii. acting as a key professional forum to communicate appropriate Project information back to the Ministry and key stakeholders within or relevant to the Recipient's organisation;
- iv. managing high level risks; and
- v. monitoring progress against each Project Objective further to the regular progress reports provided by the Project Manager to the Governance Group.

The Recipient shall ensure the Governance Group personnel, and their contact details, are specified in the Project Plan. Each Governance Group personnel shall be considered 'key personnel'.

c. **Ministry representative:** The Ministry may appoint a Ministry representative to be present at meetings of the Governance Group. The Recipient shall ensure the Ministry representative is provided with reasonable prior notice of, and any relevant documentation in relation to, Governance Group meetings.

d. **Advisory Working Group:** The Recipient must establish (in consultation with the Ministry) and manage for the duration of the Project an Advisory Working Group of appropriately trained, qualified, and experienced Ministry and Recipient personnel to provide oversight and guidance to the Project.

- i. The Recipient will develop, agree and sign Terms of Reference (in a form that is acceptable to the Ministry) to establish the Advisory Working Group.

- ii. The Advisory Working Group will oversee the whole Project, attending every meeting (at least two monthly) and providing input on Deliverables as required per the Project Plan.
 - iii. The Recipient must comply with the Terms of Reference of the Advisory Working Group.
- e. Technical Working Groups:** The Recipient must establish (in consultation with the Ministry) for the duration of the Project Technical Working Groups of appropriately trained, qualified, and experienced personnel to provide oversight and guidance to the Project to ensure the individual Project workstreams are well supported and guided.
- i. The Technical Working Groups will be made up of subject matter experts from the Recipient, the Ministry and external parties including StatsNZ and Sustainable Coastlines Charitable Trust.
 - ii. The Recipient will develop, agree and sign Terms of Reference (in a form that is acceptable to the Ministry) to establish the Technical Working Groups.
 - iii. The Technical Working Groups will provide their specialist expertise to the Advisory Working Group and/or Recipient as required and/or as set out in the Project Plan.
 - iv. The Recipient must comply with the Terms of Reference of the Technical Working Groups.

5. Key Personnel

- d. "key personnel" means those personnel of the Recipient listed as "key personnel" in Schedule 1 of this Deed and the Project Plan and such other persons as the Ministry and the Recipient may agree are "key personnel" from time to time.
- e. If any key personnel ceases to be employed or engaged by the Recipient or will be unable to, or is reasonably likely to be unable to, perform the functions assigned to him or her for a period of 20 Working Days or longer, as a result of resignation, death, illness or injury, the Recipient must, if requested to do so by the Ministry (at the Ministry's sole discretion), replace that key personnel in accordance with special term 5.c.
- f. The Recipient may replace key personnel only if:
 - (i) the Recipient has given the Ministry at least 10 Working Days' written notice of the proposed replacement, such notice to include full details of the replacement for the key personnel;
 - (ii) the Ministry has approved the proposed replacement for the key personnel;
 - (iii) the Recipient bears all costs relating to replacing that key personnel and upskilling the replacement key personnel; and
 - (iv) the Recipient, if required by the Ministry, agrees on a transition plan with the Ministry for the replacement K key personnel and manages the replacement in accordance with such plan.

- g. The Recipient acknowledges and agrees that the Ministry may conduct criminal checks in relation to a key personnel. Such criminal checks may be conducted by the Ministry at the Ministry's sole discretion from time to time. The Recipient must obtain all necessary consents for such purposes.
- h. If the Ministry is not satisfied with result of a check under special term 5.d, the Ministry may, without limiting its other rights or remedies, require the removal of the key personnel from the Project by giving notice in writing to the Recipient and the Recipient must comply with that notice within five Working Days.
- 6. Recipient Due Diligence:** The Recipient shall be deemed to have satisfied itself:
- a. as to the subject matter of this Deed and the nature and extent of the risks assumed by it under this Deed and is solely responsible for the consequences of any misunderstanding or misinterpretation of the requirements of this Deed;
- b. as to the quantity, quality, nature and extent of all resources (including human resources), materials, facilities and consents necessary to enable it to meet, to comply with and perform its obligations under this Deed; and
- c. that the Funding, including the relevant Funding components, provides it with sufficient allowance to enable the Recipient to undertake the Project, perform its other obligations and to manage the risks assumed by it under and pursuant to the terms of this Deed.
- 7. Cooperation and coordination:**
- a. The Recipient agrees to co-operate and co-ordinate the provision of the Project with other Fund recipients undertaking similar projects that include educational, media/marketing, and awareness campaigns for litter; and
- b. In carrying out the Project and completing the Deliverables, the Recipient will co-operate and co-ordinate with any other parties or persons involved in the delivery of this Project, including members of the Advisory Working Group and the Technical Advisory Groups.
- 8. WMF Litter Projects Working Group**
- a. The Parties acknowledge the WMF Litter Projects Working Group established in 2017 of which the Recipient is a member.
- b. **Recipient representative:** The Recipient will maintain the appointment of an appropriately trained, qualified, and experienced representative on the WMF Litter Projects Working Group for the duration of the Project. The representative must have the authority (including appropriate financial delegations) to represent the respective party's interests and make decisions on behalf of the Recipient in accordance with this Deed and the Terms of Reference.
- c. The Recipient must comply with the Terms of Reference of the WMF Litter Projects Working Group (as may be amended from time to time).
- 9. Delay**
- b. If the Recipient considers that it is (or is likely to be) prevented or delayed from successfully achieving a Milestone by the corresponding Milestone date ("**Delay**") it will immediately provide notice verbally, and then in writing to the Ministry ("**Notice of Delay**") setting out:

- (i) the cause of the Delay and its expected duration;
 - (ii) the effect of the Delay on its ability to perform its obligations under this Deed (including any future Milestone dates);
 - (iii) what extension, if any, to the relevant Milestone date is being sought; and
 - (iv) what steps, if any, the Recipient will take to mitigate the effect of the Delay.
- c. As soon as practicable following the receipt of a Notice of Delay, the Parties will meet with a view to agreeing how the Delay should be addressed.
- d. The Recipient will take all reasonable steps necessary (including by the allocation of additional resources) to eliminate or avoid the Delay and, in all cases, mitigate its effects.
- 10. Annual Project Plan Update:** For the avoidance of doubt, clause 5.2 (Annual Project Plan Update) does not apply as the Project Plan details the work programmes, budgets and funding sources, Project activities and Deliverables for the duration of the Project.

Schedule 2: Funding

1. Waste Management Fund Funding

1.1 **Grant amount:** The Ministry approves the Grant for the Project of the lesser of:

- (a) \$1,3m ; 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.

1.2 **Maximum:** Under no circumstances shall the funding payable to the Recipient exceed the amount specified in paragraph 1.1(a) of this Schedule 2.

2. Co-funding

2.1 In addition to the Recipient's contribution to the Project, the Recipient has obtained the following Co-funding:

Co-funding Entity	Amount (\$)	Total project costs (%)
N/A		
Total	Nil	%

2.2 The Recipient must provide the Ministry with written evidence by the timeframe specified in the Milestone table in the Project Plan:

- (a) that the Recipient has secured the Co-funding; and
- (b) of the terms of the Co-funding arrangement, including:
 - i. the amounts to be provided;
 - ii. the due date for payment of the amounts; and
 - iii. any other terms and conditions of the provision of the Co-funding,
 all of which must be satisfactory to the Ministry, acting reasonably.

2.3 The Recipient must notify the Ministry in writing within 14 days:

- (a) after entering into any arrangement under which it is entitled to receive any financial contributions toward the cost of undertaking the Activities, which are not specified in Schedule 2 (Funding); and
- (b) of the Recipient becoming aware of any circumstance that may result in any Co-funding not being provided as stated in the Co-funding table at paragraph 2.1 of this Schedule 2.

3. Capital Asset Register

- 3.1 Further to clause 5.3 (Capital Assets) of the General Terms, the following table provides a register of Capital Assets to be funded by the Grant.

Capital Asset	Capital Cost	Portion of Grant	Restriction Period	Estimated date of possession
---------------	--------------	------------------	--------------------	------------------------------

Not applicable

- 3.2 Further to clause 5.3 of the General Terms (and clause 5.3(h) in particular), the Recipient must immediately notify the Ministry following (and no later than two Working Days) the Recipient taking possession (or a person taking possession on the Recipient's behalf) of a Capital Asset. The Recipient must provide all necessary information for the Ministry to effect a Personal Property Securities Register registration to perfect a Security Interest within 10 Working Days of the Recipient taking possession (or a person taking possession on the Recipient's behalf) of the Capital Asset.
- 3.3 The Recipient must promptly notify the Ministry (in writing) of any changes to this register.

Schedule 3: Reporting

1. Reports

- 1.1 Further to clauses 6.3, 6.4, 6.6 and 6.10 of the General Terms, the Recipient will report to the Ministry as set out in the table below. Subject to the specifications below, each report will be consistent with the report templates provided by the Ministry via the Funds Management System.

Report Specification

MILESTONE REPORT

A report must be submitted to the Ministry on completion of each Milestone and must include:

- a description of the Milestone(s) to which the report relates;
- evidence that the Milestone(s) has/have been completed;
- a copy of any Deliverable(s) required for the completion of the Milestone(s);
- any other information reasonably requested by the Ministry concerning the Milestone(s) or the Activities; and
- the tax invoice for the applicable portion of the Grant for completion of the Milestone(s).

PROGRESS REPORT

The Ministry may require from time to time that the Recipient submit a brief report, regarding its overall progress in relation to the Activities and Deliverables, this Deed, and any other matters advised by the Ministry. The frequency of this report will be set in the Funds Management System.

FINAL MILESTONE REPORT *includes Project completion report*

On completion of the Project, the Recipient must submit a Milestone Report as one of the final Milestone Deliverables that also includes:

- to the extent not already delivered to the Ministry, copies of any reports, promotional material, media publicity, pamphlets or other documentation relevant to the stated Activities and Deliverables described in the Milestone table
- a completed Financial Summary of the Project
- a completed Project Completion report that includes any other information reasonably requested by the Ministry concerning the completion of the Project (including the final Milestone) and the achievement of the Objectives.

POST-PROJECT ANNUAL REPORT

Following project closure, on the first three annual anniversaries of the Project's closure date, the Recipient must submit a brief report (Post-Project Annual Report) focused on reporting on the Recipient's realisation of the Project's benefits and the tracking of WMF funded Capital Assets.

- 1.2 Further to clause 6.17 (Representations and Warranties) of the General Terms, the Recipient warrants and represents that in respect of any report (including Milestone Reports) or other document (including a Change Request or an Annual Project Plan Update) submitted to the Ministry:

- (a) to the best of the Recipient's knowledge, the information contained in all sections of the report or document is true, accurate and complete;
- (b) the report or document has been peer reviewed prior to submission; and
- (c) the Recipient personnel who signs (as required) and submits the report or document has authority to do so on behalf of the Recipient.

1.3 Further to paragraph 1.2 above:

- (a) The Recipient acknowledges and agrees that by submitting any report or other document via the Client Portal, or via email to the Ministry:
 - i. the Recipient's authorised personnel is deemed to have made the declarations set out in (a), (b) and (c) of paragraph 1.2 above on behalf of the Recipient in respect of the report or other document; and
 - ii. in respect of any Fund payment request (Milestone claim form) submitted with a Milestone report, the Recipient's authorised personnel is deemed to have verified on behalf of the Recipient that:
 - costs making up the amount of the request are part of the eligible Project Costs;
 - the Recipient has paid, or will pay, all invoices with the payment request in full; and
 - no money has been returned to the Recipient by way of donation(s) or credit note(s).
- (b) The Recipient understands that information presented to the Minister for the Environment and Ministry for the Environment is subject to disclosure under the Official Information Act 1982.

Schedule 4: Charge Out Rates

The purpose of Schedule 4 is to provide the Recipient with guidance on what the Ministry considers to be reasonable charge out (personnel) rates and travel-related expenses.

Charge out rates

	Type	Standard hourly rate (excl GST)	Special hourly rate
These personnel costs include allowance for overheads, administrative costs and local travel expenses, which form part of the work done by an individual. These expenses cannot be claimed separately.	Consultants	\$190 per hour	
	Scientists	\$190 per hour	
	Lawyers	\$190 per hour	
	Accountants	\$190 per hour	
	Expert advice	\$190 per hour	
	Technical, scientific expertise or professional advice (council officers, engineers)	\$110 per hour	
	General labour, administration and others not covered above	\$40 per hour	

General terms

1. Definitions

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

“Activities” means the activities performed or to be performed by the Recipient as described in the Milestone table in the Project Plan and this Deed;

“Annual Project Plan Update” means the annual plan prepared by the Recipient updating the Project Plan (and approved in accordance with this Deed), detailing work programmes, budgets and funding sources, Project activities and Deliverables for a particular Project Year (or part thereof) of the Project;

“Capital Assets” means those assets used in the production of goods or the rendering of services by the Recipient (individually valued at \$5,000 (excluding GST) or more) 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;

“Change” means any amendment, deletion or addition to the Project Plan or this Deed;

“Change Control Register” means a document maintained by the Recipient’s Project Manager for the duration of the Deed recording any and all Changes documented in a Change Request in accordance with clauses 4.2 of the General Terms with all authorised Changes recorded in the Funds Management System;

“Change Request” means a verbal or written request for a Change;

“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 2 (Funding);

“Client Portal” means the Recipient’s access point to the Funds Management System;

“Co-Funding” means the funding secured from a third party by the Recipient in accordance with paragraph 2 (Co-Funding) of Schedule 2 (Funding);

“Commencement Date” means the date specified in Schedule 1 (Specific Terms) of this Deed;

“Confidential Information” means information in relation to this Deed and the Project whether providing before, during or after the term of the Deed that:

- (a) is by its nature confidential;
- (b) is marked by either Party as ‘confidential’, ‘in confidence’, ‘restricted’, ‘commercial in confidence’ or with a similar designation;

- (c) is provided by either Party or a third party 'in confidence';
- (d) either Party knows or ought to know is confidential; or
- (e) is of a sensitive nature or commercially sensitive to either Party;

"Conflict of Interest" A conflict of interest arises if a Party or its personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Deed. It means that its independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- (a) actual: where the conflict currently exists;
- (b) potential: where the conflict is about to happen or could happen; or
- (c) perceived: where other people may reasonably think that a person is compromised.

"Deed" means the legal agreement between the Ministry and the Recipient that comprises Schedules 1 to 4, the General Terms, Annexures 1 to 3, and any other documents attached or incorporated by reference;

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

"Delivery Issue" means the issue identified by the Ministry or the Recipient and notified in accordance with clause 6.5 (Remediation Plan) of the General Terms;

"Expiry Date" means the date specified in Schedule 1 (Specific Terms) of this Deed;

"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" or **"WMF"** means the Waste Minimisation Fund as administered by the Ministry under the Waste Minimisation Act 2008 and all associated Regulations;

"Funds Management System" means the Ministry's electronic fund management system for the WMF via which the Recipient's delivery of the Project (specifically the Milestones, Activities and Objectives) and compliance with the terms of this Deed (including reporting requirements) will be managed by the Ministry; this system will be made available by the Ministry to the Recipient via its Client Portal;

"General Terms" means the terms and conditions set out in the General Terms section in this Deed;

"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;

“Major Change” means any Change which:

- (a) affects or will likely affect the total Grant amount per paragraph 1.1 of Schedule 2 (Funding);
- (b) affects or will likely affect the Expiry Date;
- (c) replaces or amends any of the Objectives;
- (d) amends the terms of the Deed (other than the Project Plan);

“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;

“Objectives” means the Project objectives listed in Schedule 1 (Specific Terms);

“Parties” means the Ministry and the Recipient;

“Post-Project Annual Report” means a report the Recipient shall complete and submit to the Ministry after the Project’s expiry date (or earlier termination date) in accordance with paragraph 1 of Schedule 3 (Reporting) and clause 6.4(c) of the General Terms;

“Progress Report” means a report to inform the Ministry of the Recipient’s Project progress against the Objectives that the Recipient shall complete where required in accordance with paragraph 1 of Schedule 3 (Reporting) and clause 6.4(a) of the General Terms;

“Project” means the project to be completed by the Recipient in accordance with the Project Plan;

“Project Completion Report” means the report the Recipient shall prepare and submit in accordance with paragraph 1 of Schedule 3 (Reporting) and clause 6.4(b) of the General Terms;

“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, measured in standard accrual accounting terms and excluding:
- (c) any mark up or profit margin by the Recipient (or a Sub-Recipient); and

(d) any costs based on theoretical or perceived market rates;

“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;

“Project Year” means any 12-calendar month period, or part period thereof, commencing on the Commencement Date;

“Recipient’s authorised personnel” means the person in the Recipient’s Project team who is a duly authorised representative of the Recipient appointed to be an authorised user of the Client Portal on the Recipient’s behalf to manage and submit documentation relating to the Recipient’s delivery of this Project in accordance with this Deed;

“Remediation Plan” means a written plan outlining the full details of a Delivery Issue and the steps the Recipient will take to eliminate and mitigate the effect of the Delivery Issue and prevent the Delivery Issue from recurring, as applicable in accordance with clause 6.5 (Remediation Plan) of the General Terms;

“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;

“Special Terms” means any terms specific to the Project and Deed (if any) as specified in paragraph 4 of Schedule 1 (Specific Terms) to this Deed;

“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;

“Terms of Reference” means the terms of reference establishing, and describing the functions, makeup and procedure of a group referenced in this Deed (eg, the Advisory Working Group or the WMF Litter Working Group);

“WMF Litter Working Group” means the working group established under Terms of Reference to oversee the consistent and cooperative delivery of the Project with similar projects all funded by the Fund that include educational, media/marketing, and awareness campaigns for litter and recycling; and

“Working Day” means any day other than Saturdays, Sundays or statutory public holiday in Wellington, New Zealand.

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 all genders;
- (d) headings are included for ease of reference only and shall not affect the interpretation of this Deed;
- (e) references to paragraphs, clauses, schedules and annexures are references to paragraphs, clauses, schedules and annexures 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 include 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.

3. Precedence

In the event of a conflict between:

- (a) the terms of Schedules 1–4 and the General Terms of this Deed, Schedules 1–4 shall take precedence;
- (b) Schedules 1–4 and the General Terms of this Deed, and any Annexure or attachment (including the Project Plan), Schedules 1–4 and the General Terms of this Deed shall take precedence, except to the extent the Parties expressly agree in writing otherwise with reference to this clause 3.

4. Standard Terms and Conditions

4.1 **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, clause 3 (Precedence) of the General Terms will apply. 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.

4.2 **Changes:** Any Change to this Deed (including to the Project Plan but excluding an Annual Project Plan Update) must be in accordance with the following terms.

- (a) The Recipient or the Ministry may submit to the other a Change Request at any time for that other Party's prior approval in accordance with this clause.
- (b) At the Ministry's discretion, the Recipient may need to complete and submit its Change Request in writing in a form provided by the Ministry. The Change Request form may include an impact assessment (being an analysis of the effect of the proposed Change, including on costs and timelines).
- (c) If the Ministry reasonably considers that it requires further information regarding a proposed Change, the Ministry shall notify the Recipient and detail the further information required. The Recipient shall then re-issue the relevant impact assessment to the Ministry as soon as reasonably practicable and in any event within 10 Working Days of receiving such a request. The Parties may repeat this process until the Ministry is satisfied that it has sufficient information to properly evaluate the proposed Change, which may result in the Ministry entering into a Remediation Plan process in accordance with clause 6.5 below.
- (d) Within 10 Working Days of receiving a Change Request or within 5 Working Days of receiving information under clause 4.2(c) above, the Ministry shall, at its sole discretion:

- i. approve the proposed Change, in which case the Change may come into effect in accordance with clause 4.2(e) below; or
 - ii. reject the proposed Change, in which case the Ministry shall notify the Recipient in writing. The Ministry shall explain its reasons for rejection in writing, as soon as reasonably practicable following such rejection.
- (e) Any Change proposed will not be authorised, and the Recipient shall not implement any proposed Change, until:
- i. the Change is agreed in accordance with the Ministry's Change authorisation and sign-off procedure, which may include the Ministry signing a Change Request form (if required by the Ministry); and
 - ii. if the Change is a Major Change, or the Ministry otherwise requires (at its sole discretion), it is signed and delivered as a deed of variation by the duly authorised representatives of the Parties.
- (f) The Recipient shall bear its own costs in relation to the preparation and agreement of each Change Request. For the avoidance of doubt, the Grant may not be used to fund such costs unless expressly agreed in writing by the Ministry.
- (g) The Recipient's Project Manager shall for the term of this Deed maintain a Change Control Register documenting any and all Changes documented in a Change Request form. The Funds Management System will record any and all Changes authorised in accordance with clause 4.2(e) above.

4.3 **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.

4.4 **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.

4.5 **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.

4.6 **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 a 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 4.6(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 Resolution Institute, and the Chair of the Resolution Institute (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 4.6 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.

4.7 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 4.7(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 4.7(c).

4.8 **Third Party Rights:** Unless expressly stated, no part of this Deed shall create rights in favour of any third party pursuant to Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017 (contractual privity).

4.9 **Term:** This Deed shall commence on the Commencement Date and shall, subject to a 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.

4.10 **Consequences of Expiry / Termination:** Termination or expiry of this Deed shall be without prejudice to any rights or liabilities accrued at the date of termination or expiry, 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).

- 4.11 **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 or email 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; and
 - (d) if delivered after 5.00 pm, at 9.00 am the next Working Day.
- 4.12 **Counterparts:** This Deed may be executed by the Parties in two or more counterparts (including emailed copies), each of which shall be deemed an original but when taken together will constitute a binding and enforceable agreement between the Parties.
- 4.13 **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 to the extent that it has directly or indirectly caused or substantially contributed to any delay or failure in the performance of its obligations.

- 4.14 **Survival:** The following clauses shall remain in full force and effect after expiry or termination: clauses 4.5 (Governing Law and Jurisdiction), 4.6 (Dispute Resolution Procedure), 4.7 (Intellectual Property Rights), 4.11 (Notices), 5.1 (Multi-year Projects), 5.3 (Capital Assets), 5.8 (No Retrospective Costs), 6.4(b) (Project Completion Report), 6.4(c) (Post-Project Annual Report), 6.7 (Endorsement), 6.8 (Publications), 6.9 (Project Information), 6.11 (Allow Access), 6.12 (Confidentiality), 6.13 (Recordkeeping), 6.14 (Official Information Requests), 6.15 (Reputations), 6.16 (Third Party Intellectual Property Rights), 6.21 (Insurance), 6.24 (Default Interest), 6.25 (Indemnity), 7.3 (Project Review), 7.4 (Project Audit), 7.5 (Ministry Publicity and Confidentiality), 7.6 (Recovery of Grant), 7.9 (Ministry Not Liable), Annexure 2 (Publications), this clause and any other clauses of this Deed which by their nature are intended to survive expiry or termination of this Deed.

5. Grant

- 5.1 **Multi-year Projects:** If the Project spans or shall span over multiple Project Years, the following terms shall apply.



- (a) The Ministry shall, subject to clauses 5.1(c) and 5.1(d), pay Grant funding to the Recipient for each Project Year for the amount that is the lesser of:
 - i. the total amount set out in the Milestone table in the Project Plan for that Project Year; or
 - ii. the percentage of the actual total cost of the Project payable from the Fund assessed over the duration of that Project Year, as specified in the relevant Milestone table (if any); or
 - iii. an amount equal to the difference between the actual total cost of the Project for that Project Year 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.
- (b) If this Deed provides for a multi-year Project then any funding under this Deed in respect of each subsequent Project Year shall be subject to:
 - i. the Ministry being satisfied in all respects with the Recipient's use of the Grant funding for the previous Project Year;
 - ii. the Recipient not having been in breach of this Deed;
 - iii. the agreement of Deliverables for the relevant Project Year which are acceptable to the Ministry; and
 - iv. the availability of funds, or reductions, in the Fund due to changes in the levy prescribed under, or other relevant amendments of, the Waste Minimisation Act 2008 and associated Regulations, changes in waste disposal patterns, or directives of the New Zealand Government.
- (c) 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.
- (d) Where the Milestones and Deliverables for an upcoming Project Year are yet to be agreed then, subject to the above conditions being satisfied and prior to the commencement of the relevant Project Year, the Parties shall agree the Milestones, Deliverables in accordance with the process detailed in clause 5.2 below (Annual Project Plan Update).

5.2 Annual Project Plan Update:

- (a) The Recipient must submit a final draft Annual Project Plan Update (detailing proposed Milestones and Deliverables) for the upcoming Project Year at least four weeks before the end of the current Project year for the Ministry's feedback and agreement.
- (b) The Annual Project Plan Update must be approved by the Recipient's authorised representative before being submitted to the Ministry for final approval.
- (c) The Ministry will consider any draft Annual Project Plan Update submitted to it under this clause 5.2 and notify the Recipient in writing within four weeks of receipt whether the Ministry:
 - i. approves the draft Annual Project Plan Update; or
 - ii. requests reasonable modifications to the draft Annual Project Plan Update.
- (d) The Ministry's approval of a draft Annual Project Plan Update will be confirmed by the signature of a duly authorised representative of the Ministry. If the Ministry provides

such approval, the Annual Project Plan Update will be deemed to be incorporated into and form part of the Project Plan and this Deed from the date the Annual Project Plan Update is signed by the Ministry's representative. For the avoidance of doubt, approval of a draft Annual Project Plan Update is not subject to clause 4.2 (Changes).

- (e) Where the Ministry requests reasonable modifications to the draft Annual Project Plan Update, the Recipient will promptly (and within 20 Working Days) update the draft Annual Project Plan Update accordingly and resubmit to the Ministry for its subsequent review.
- (f) The Recipient must not begin delivering Project activities and Deliverables for a particular Project Year until the Ministry has notified its approval of the relevant Annual Project Plan Update in accordance with clause 5.2(d).
- (e) **Conflict:** In the event of any conflict or difference between an approved Annual Project Plan Update and the Project Plan, the Annual Project Plan Update shall take priority.

5.3 **Capital Assets:** The following terms shall apply to Capital Assets listed in Schedule 2 (Funding) (if any):

- (a) 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.
- (b) The Recipient will maintain an up-to-date register of Capital Assets in the form set out in Schedule 2 (Funding). Any changes to the register shall be made in accordance with this Deed and promptly notified to the Ministry in writing.
- (c) 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 clauses 5.3(d) to 5.3(i) below.
- (d) During the Restriction Period, the Recipient shall not, without the prior written consent of the Ministry:
 - i. sell, assign or pledge any Capital Asset; or
 - ii. underlet, lend or otherwise part with possession of any Capital Asset; or
 - iii. 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.
- (e) During the Restriction Period, the Recipient shall:
 - i. protect all Capital Assets against distress, execution and seizure;
 - ii. maintain all Capital Assets in a good state of repair and in good working order and condition; and
 - iii. upon request by the Ministry, notify the Ministry of the present location of any Capital Asset.
- (f) 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.

- (g) If any of the following events occur (whether or not within the control of any party) at any time prior to the expiry of the Restriction Period:
- i. the Recipient fails to perform or observe any obligation under this Deed regarded by the Ministry as material, including the obligations in clauses 5.3(d) to 5.3(f), 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;
 - ii. 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
 - iii. 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.
- (h) 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:
- i. 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;
 - ii. giving the Ministry all necessary information for the Ministry to effect a registration to perfect a Security Interest (within 10 Working Days of the Recipient taking possession, or a person taking possession on the Recipient's behalf of a Capital Asset); and
 - iii. signing and delivering any necessary documentation.
- (i) The Recipient waives its right to receive a copy of any verification statement in relation to any Security Interest created by this Deed.
- (j) The Ministry will, at the expiry of the Restriction Period, register a release of any relevant financing statement on the Personal Property Securities Register.

5.4 **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.

5.5 **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 Annexure 3 (Travel 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 (eg, supporting a political party or movement, running a political campaign, or lobbying against the Government).

5.6 **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 Project Year in which the Expiry Date falls.

5.7 **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 the earlier of:

- (a) such a statement being made by the Ministry or Minister; or

- (b) the date 6 months after the Commencement Date.

Prior to the release of any information relating to the Deed, the Grant or the Project to the public or media:

- (c) all Parties shall consult with the other Parties allowing sufficient time for comment to be received and incorporated as appropriate; and
- (d) in respect of any proposed release of information to the public or media by the Recipient, the Recipient must notify the Ministry in advance and obtain the Ministry's prior written approval of such release (such approval not to be unreasonably withheld or delayed).

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

6. Recipient's Rights and Obligations

- 6.1 **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 6.1(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), the Health and Safety at Work Act 2015 (HSWA) and the Privacy Act 2020 (and any amendments or replacements to those Acts) and any related regulations, codes of practice and industry best practice guidelines as applicable to the Project;
- (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.

- 6.2 **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.

6.3 **Keep the Ministry Informed:** The Recipient shall keep the Ministry properly informed primarily via the Client Portal or occasionally reports submitted via email using Ministry templates 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 HSWA, 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.
- (d) **Conflicts of interest:** The Recipient must notify the Ministry immediately in writing if any Conflict of Interest arises at any time during the term of this Deed in relation to the Project or this Deed. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

6.4 **Reporting:** Further to Schedule 3 (Reporting) of this Deed:

- (a) **Progress Report:** When required by the Ministry (no more than once per month), and in a form specified by the Ministry, the Recipient shall provide a progress update (Progress Report) that covers a set period of time that includes:



- i. a completed key project indicator status rating;
 - ii. supporting comments to inform on Amber/Red status against key project indicators and how to rectify;
 - iii. any anticipated or expected issues that may impact the progress of the Project against the Activities, Deliverables and Objectives, significant anticipated financial changes;
 - iv. material decisions and Project achievements; and
 - v. if the Recipient considers that it is or is likely to be prevented or delayed from successfully achieving a Milestone by the corresponding Milestone date, it will set out the cause of the delay, the expected duration of the delay, the effect of the delay on its ability to perform its obligations under this Deed and what steps, if any, the Recipient will take to mitigate the effect of the delay.
- (b) **Project Completion Report:** At the completion of the Project, in addition to the Final Milestone Report, the Recipient will provide a Project completion report that includes the information set out in the section of Schedule 3 titled “Final Milestone Report”.
- (c) **Post-Project Annual Report:** On each of the first three annual anniversaries of the Project’s closure the Recipient will provide a brief report (Post-Project Annual Report) providing information on further progress against the Objectives and any further benefits that are a result of the Project, with an updated Capital Assets Register. The Recipient must provide the Post-Project Annual Report in the form specified and provided by the Ministry at project closure.

6.5 Remediation Plan:

- (a) If at any time:
- i. the Ministry considers that the Recipient has breached, or will imminently breach, any of its obligations under this Deed; or
 - ii. the Recipient has given the Ministry notice of a breach or likely breach of any of its obligations under this Deed
- (a “**Delivery Issue**”) the Ministry may give notice to the Recipient setting out the Delivery Issue (“**Delivery Notice**”).
- (b) As soon as possible after the receipt of a Delivery Notice (and in any event within 10 Working Days of receipt), in consultation with the Ministry, the Recipient will prepare and provide to the Ministry a proposed plan (“**Remediation Plan**”) setting out:
- i. full details of the Delivery Issue (including its causes, expected duration and impact on the Project and the Recipient’s obligations under this Deed);
 - ii. a plan (which may include proposed changes to the Project Plan) setting out the steps it will take to eliminate and mitigate the effect of the Delivery Issue and prevent the Delivery Issue from recurring, as applicable; and
 - iii. success criteria to determine whether the Delivery Issue has been rectified (“**Success Criteria**”).
- (c) The Recipient will promptly (and, in any event, within five Working Days of a request by the Ministry) make such amendments to the proposed Remediation Plan as the Ministry

may reasonably require and deliver the amended Remediation Plan to the Ministry for review.

- (d) The Ministry will review the amended Remediation Plan and will promptly at its sole discretion either:
- i. approve the Remediation Plan by written notice to the Recipient and confirm whether a deed of variation is required to reflect the approved Remediation Plan;
 - ii. notify the Recipient of any further required amendments, to be made in accordance with clause 6.5(c); or
 - iii. issue the Recipient a further notice which specifies that the relevant Delivery Issue has not been remedied.

- 6.6 **Reports and meetings:** The Recipient shall provide the Ministry with reports, and attend meetings, as required by the Ministry from time to time.
- 6.7 **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 Annexure 2 (Publications) and/or with any requirements that the Ministry may specify.
- 6.8 **Publications:** The Recipient shall comply with the requirements detailed in Annexure 2 (Publications) in respect of any publication (in any form) arising from this Deed or the Grant. The Recipient must notify the Ministry in advance of any proposed publication and promptly at the Ministry's request provide a copy of the publication for the Ministry to confirm the Recipient's compliance with the requirements of Annexure 2.
- 6.9 **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. In each publication (in any form) which results from the Project, the Recipient shall comply with the copyright statement requirements in Annexure 2 (Publications) and shall state that the use and copying of the information for non-profit purposes is welcomed and allowed.
- 6.10 **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.
- 6.11 **Allow Access:** The Recipient agrees that upon the Ministry's request (whether during the term of the Deed or following the expiry or termination of the Deed), 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 7.4 (Project Audit). The Recipient shall ensure that the Ministry has the same rights of access in respect of any Sub-Recipient.
- 6.12 **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.
- 6.13 **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 the Project, and for at least 7 years after the Expiry Date.
- 6.14 **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 OIA, the Recipient shall mark clearly all commercially sensitive information as commercially sensitive when the Recipient provides that information to the Ministry. The Ministry will use reasonable endeavours to advise the Recipient of any request received by it under the OIA that relates to the Recipient's commercially sensitive information.
- 6.15 **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.
- 6.16 **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 use or possession of Intellectual Property in the Deliverables.
- 6.17 **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.

6.18 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.

6.19 Subcontracting: The Recipient may sub-contract any of its obligations or make any sub-grant under this Deed subject to the following conditions:

- (a) even if aspects of the Project are sub-contracted, the Recipient continues to be responsible for delivery of the Project and performance of this Deed and will remain wholly responsible for the work, acts and/or omissions of all Sub-Recipients;
- (b) the Recipient is responsible for ensuring the suitability of any Sub-Recipient and the Sub-Recipient's capability and capacity to deliver the aspect of the Project being sub-contracted;
- (c) the Recipient must ensure each Sub-Recipient is fully aware of the Recipient's obligations under the Deed and any sub-contract or sub-grant arrangement it enters into is on terms consistent with this Deed;
- (d) the Recipient shall be responsible for any fees or expenses claimable by the Sub-Recipients and for any costs incurred by the Recipient in employing the Sub-Recipients;
- (e) the Recipient must inform the Ministry of the involvement of any Sub-Recipients and disclose in writing to the Ministry all material interests (including all direct or indirect financial interests) in any Sub-Recipient; and
- (f) the Recipient must promptly end the involvement of any Sub-Recipient (or any of their personnel) or any sub-grant as may be reasonably requested by the Ministry.

6.20 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).

6.21 Insurance:

- (a) Notwithstanding clause 5.3(f) (Capital Assets), the Recipient must, at the Recipient's cost, have and maintain appropriate insurance cover with a reputable insurance

company to cover all of its liabilities arising out of the Project for the term, and for a period of 36 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.

6.22 Health and safety systems:

- (a) At all times the Recipient will have in place, implement and operate safety management systems which comply with the HSWA (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.
- (b) Where Sub-Recipients deliver any part of the Project, the Recipient will consult, co-operate and co-ordinate activities with relevant Sub-Recipients in relation to their respective health and safety obligations in carrying out the Project.

6.23 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.

6.24 Default Interest: 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 clause) 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.

6.25 Indemnity: The Recipient will, on demand, indemnify the Ministry against any cost, loss, expense or liability (including all reasonable 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.

6.26 Consents and permits: The Recipient shall obtain, maintain for the period of the Project, and comply with, every necessary consent and permit (including as required in the Project Plan) compliant with, and required by, the Resource Management Act 1991 and all applicable laws, regulations and Environmental Protection Authority requirements to enable the Recipient to undertake the Project, perform its other obligations and to manage the risks assumed by it under and pursuant to the terms of this Deed. The Recipient shall promptly provide the Ministry with evidence to the Ministry's satisfaction of such consent(s) and/or permit(s) upon demand. For the avoidance of doubt, a material breach of this clause shall be considered a material breach of this Deed for the purposes of clause 7.7(a) (Termination).

7. Ministry's Rights and Obligations

- 7.1 **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 Activities and 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 levy prescribed under, or other relevant amendments of, the Waste Minimisation Act 2008 and associated Regulations, changes in waste disposal patterns, or directives of the New Zealand Government.
- 7.2 **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 has 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.
- 7.3 **Project Review:** The Ministry may, in accordance with clause 6.11 (Allow Access), observe and inspect anything at any time in relation to the Project and for the purposes of audit in accordance with clause 7.4 (Project Audit) below.
- 7.4 **Project Audit**
- (a) At any time during or after the term of the Deed, WMF funded projects may be randomly selected for an audit, or at the Ministry's sole discretion, the Ministry may direct that an audit of the Project be undertaken. The audit may take the form of a full technical, financial, compliance and/or health and 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 review the Recipient's ability to perform any obligations under or in connection with this Deed.
 - (b) The Ministry will inform the Recipient of an audit; and
 - i. 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.
 - ii. The Recipient must promptly provide any records the Ministry may request as part of the audit prior to the agreed date and time of the on-site audit. Such records may include records held by Sub-Recipients in respect of their delivery of Project activities.
 - (c) At the end of the audit, the Recipient will receive a formal written document advising of the outcome
 - (d) 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 or incorrectly claimed Grant monies.
- 7.5 **Ministry Publicity and Confidentiality:** 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 or to use the Deliverables;
- (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 by a Select Committee or a Minister of the Crown, parliamentary convention or by procedures in relation to the appropriation of public money.

7.6 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 5.5 (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) by the midpoint of the Project's duration, the Recipient is unable to secure a satisfactory percentage of the total amount of Co-Funding that the Ministry reasonably considers to be material;
 - (iv) 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;
 - (v) this Deed is terminated in accordance with clause 7.7 (Termination);
 - (vi) there is a substantial change to the Project which the Ministry has not approved;
 - (vii) 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;
 - (viii) the Ministry judges the performance of the Recipient regarding health and safety in relation to the Project to be unsatisfactory;
 - (ix) the Ministry has consented to a change in the Project which in its opinion reduces the amount of Grant needed;
 - (x) an Insolvency Event occurs in relation to the Recipient; or
 - (xi) 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.

- 7.7 **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 any 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 6.18 (Assignment) 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 and/or any acts or omissions of the Recipient (whether or not related to the Project):
- (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.

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

7.9 **Termination on Expiry:** Notwithstanding clause 5.6 (Eligibility), if the Recipient has not completed the Milestones to the Ministry's reasonable satisfaction by the Expiry Date, the Ministry may terminate this Deed at any time by written notice to the Recipient with immediate effect.

7.9 **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.

Annexure 1: Project Plan

Project Plan

for Do The Right Thing - Extension Programme

Undertaken by

Keep New Zealand Beautiful Society Incorporated



INTRODUCTION

The project plan is a part of your Deed of Funding

The completed project plan will be incorporated into the Deed of Funding (the Deed), which are the terms your organisation and the Ministry need to agree to, for your organisation to then receive funding.

The project plan is part of the contractual arrangements between your organisation (the Grantee) and the Ministry, which are legally enforceable. It is important to start the project planning process early and consider carefully the content you provide.

Funding is only tagged against your project application for a limited amount of time and the timeframes notified to complete this planning should be adhered to.

HS 

PROJECT PLAN – Waste Minimisation Fund

Prior to completing this project plan for the first time, please read the Stage II supporting documentation

APPLICANT DETAILS

Full Legal Name:	Keep New Zealand Beautiful Society Incorporated
Trading Name:	Keep New Zealand Beautiful Society Incorporated
Legal entity status:	Incorporated Society
Organisation Type:	Charitable Trusts
Physical Address:	3/1 Bishop Dunn Place, Flat Bush, Auckland, 2013, New Zealand
Postal address:	PO Box 58932, Botany 2163
NZBN	
Other Registration (Trust; Charity; Inc. Society registration #):	CC29783
Registered for GST:	No
GST: (Enter N/A if not applicable)	
Primary contact	
Name of contact person:	Heather Saunderson
Job title:	CEO
Phone number:	0212800642
Email address:	heather@KNZB.org.nz
Secondary contact	
Name of contact person:	Christine White
Territorial Authority (if you are a Territorial or Unitary Authority)	
Are you a Territorial or Unitary Authority	No
Explain why this project is not funded out of your council baseline funding; does not fall under council's core responsibilities; is not funded out of levy money received under section 31 of Waste Minimisation Act 2008 Waste Minimisation Act 2008	

PROJECT SUMMARY

WMF Project Reference <i>For all correspondence, use this ID</i>	WMF MIA-PJ-0002200
Project title: <i>Max. 200 characters</i>	Do The Right Thing - Extension Programme
Project summary: <i>Max. 5000 characters</i>	<p>The purpose of this grant is to provide funding to KNZB for the delivery of seven workstreams which include a programme of community pride events, increasing litter education in schools, and conducting research and data collection, which will help inform and expand on national behaviour change campaigns to address the major issue of litter in New Zealand.</p> <p>This Extension Programme will be run over 24 months and will incorporate:</p> <p>An Advisory Working Group (AWG) set up and managed by KNZB in consultation with The Ministry for the Environment. The AWG will provide oversight and guidance for the term of the project. The AWG is made up of a core group which will oversee the whole project and attend every meeting. In addition, there will be technical working groups (TWG) made up of the Ministry's Policy subject matter experts (SME's) as well as external subject matter experts to ensure individual workstreams are well supported and guided. The AWG will meet every two months, or as regularly as required.</p> <p>KNZB strategy is a planned, coordinated approach to litter prevention which will result in litter reduction nationwide.</p>
Project impact focus areas	Promote Waste Minimisation
Which Waste Stream(s) are impacted by your successful project?	Litter
Region(s) impacted	National - Motu
Region – project location(s)	National - Motu
Project Type (Select 1 from list)	Community project, Data collection and analysis project, Education and Awareness project
Project Scope <i>Only update this section if in response to feedback</i>	<p>The scope of the Waste Minimisation Fund (WMF) includes, but is not limited to:</p> <ul style="list-style-type: none"> • educational projects that promote waste minimisation activity • projects that address litter • reducing waste and/or increasing reuse, recycling and recovery of waste materials • projects focused on gaining an understanding of existing waste quantities and composition, behaviour, or economic incentives, as a precursor to effectively reducing waste and/or increasing reuse, recycling, and recovery of waste materials • the design of targeted product stewardship schemes to promote and achieve waste minimisation in line with the Ministry's strategic priorities. <p>Educational projects that promote waste minimisation activity, Projects that address litter, Projects focused on gaining an understanding of waste quantities and composition, behaviour, or economic incentives</p>

Referees

Referee Name	Organisation	Position	Phone #	Email	Physical Address
Alec McNeil	Marlborough District Council	Solid Waste Manager	021 402 162	alec.mcneil@marlborough.govt.nz	15 Seymour Street, PO Box 443, Blenheim 7240, New Zealand
Dr Rachel Chiaroni-Clarke	Office of the Prime Minister's Chief Science Advisor	Acting Director (Research Analyst and Writer)	09 923 4134	rachel.chiaroni-clarke@auckland.ac.nz	1-11 Short Street, Auckland, 1010, New Zealand

Waste Sector

Are you aware of similar waste minimisation activities in your region?	No	If yes, please state what the project type, purpose, organisation and co-investors are of those similar waste minimisation activities.
		If no, then describe the market research you have undertaken to support your application.
	We undertook a thorough assessment of the waste minimisation market. Our analysis studied the dynamics of the market, potential collaborative segments, competition, and other important factors.	

Funding

What is the total cost of the project?	\$1,762,025		
Funding framework for the project: (confirm \$ and %)	WMF funding approved \$	\$1,300,000	% 74.00
	Recipient cash	\$462,025	% 26.00
Funding framework for the project:			
How many years are you seeking funding for?	2 Years		
Has funding from any other government source been received or applied for in relation to this project?		If YES, please state source and funding requested	
Other funding amount (\$NZD)	\$		
Other funding comment			

Co-investors

Are other co-investors required or not?		If you stated Yes, please detail your co-funding. You are required to upload the support letter/email from each co-investor.
---	--	---

Co-investor Organisation	Amount (\$NZD)	% of total project cost
Not applicable		

Funding Information Table

Funding Information	Total (estimate)	Year One (estimate)	Year Two (estimate)
WMF contribution	\$1,300,000	\$978,078	\$321,922
Recipient contribution	\$462,025	\$313,782	\$148,243
Total cost of project (A+B+C)*	\$1,762,025	\$1,291,860	\$470,165
WMF share of costs (for office use only)	74%	76%	68%

Intellectual Property

Intellectual Property (IP)	We acknowledge that if our project is approved WMF funding, the Ministry's deed of funding template provides that we will own any new IP generated from this project but will grant the Ministry a non-exclusive licence to use that IP if it forms part of the funded project deliverables
	Agreed

PROJECT DETAILS

CONCEPT

What are you seeking funding for?

Note: **Only update this section if in response to feedback**

Max. 2000 characters

Examples

Activity

What will you do?
 e.g. develop resources

Output of the activity

What results from your activity?

Outcome of the activity

What you want to achieve? This should align to your project's objective(s)

How the outcome is measured/demonstrated?

How will you know whether your project objective has been met? What difference has been made? That is, what evidence will you have?

Outline what is the problem that your project will address?

Littering is a large problem in New Zealand. In 2017, we completed a National Litter Behaviour Research study. Our research team observed people in their natural habitat and interviewed those who used bins and those who littered; all to determine the attitudinal and behavioural differences between each group. The study found nearly all New Zealanders (93%) think its important for New Zealand to maintain its clean, green image. Despite this, the research showed nearly half (44%) of those surveyed littered within just five metres of their nearest bin. Coupled with this, in 2020 Keep New Zealand Beautiful reviewed council litter plans and policies to identify and promote effective prevention initiatives such as enforcement, education and communication to create a national picture. Half of all councils participated in the survey, of which only 6% of councils felt that local policy measures were effective and only 4% of councils surveyed were able to ascertain their monetary investment.

Illegal dumping is an issue across New Zealand and is expected to rise due to the Waste Levy Expansion. There is currently no national, coordinated and collaborative approach across LTAs to address the illegal dumping issue and create a national picture.

Outline your proposed solution and how your project will deliver that solution. (Note: detailed milestones will be inserted into Section G.)

KNZB will conduct a National Litter Audit during the first half 2022. The NLA must be designed and delivered according to the requirements of the Technical Working Group (made up of Stats NZ, MfE, Sustainable Coastlines and KNZB).

During the first year of the project, KNZB will undertake extensive stakeholder engagement and research to better understand and combat a potential rise in litter and illegal dumping of rubbish and tyres possibly resulting from the Waste Levy Increase Expansion and Implementation.

During the life of the project, KNZB will build educational and data resources to upload onto their website 'Litter Hub' platform, as a resource for stakeholders and general public interested in litter prevention and statistics.

By the end of the project, KNZB will have developed and expanded their school programmes, increasing KNZB litter education to up to 837 schools.

During the course of the project, KNZB will expand their Community Pride programmes to increase community participation by 20%.

By the end of the project, KNZB will have increased their revenue streams to create greater self-sufficiency, this means increasing business memberships by 100, securing sponsors for the Beautiful Awards, increasing business participation in Clean Up Week by 25% and securing 10 new sponsorships for KNZB.

In the second year of the project, based on the results of the National Litter Audit and Year one research results, KNZB will develop and launch a small-scale behaviour change campaign to address areas identified as needing greatest attention.

To ensure the project workstreams stay on track for delivery and that the project is well supported with expertise in the various areas, KNZB in consultation with the Ministry, will set up and manage an Advisory Working Group (AWG) under which will sit specialist Technical Working Groups. These groups will provide oversight and guidance for the term of the project. The AWG will meet every two months, or as regularly as required.

Project Objectives (SMART)

List your project objectives (include 2 to 6 SMART objectives). Note: SMART means **S**pecific, **M**easurable, **A**chievable, and **R**ealistic within the **T**imeframe of the WMF project). **Note:** stated objectives must be achieved by the Milestones you state in the Milestone table (Section F)

Objective #	Objective
1	Implement a 'National Litter Audit' by the end of October 2022. The NLA must be designed and delivered according to the requirements of the Technical Working Group (made up of Stats NZ, MfE, Sustainable Coastlines and KNZB)
2	In the first year of the project, KNZB will undertake extensive Stakeholder Engagement and research to better understand and combat a potential rise in litter and illegal dumping of rubbish and tyres resulting from the Waste Levy Increase. Included will be research into a reporting tool for illegal dumping/littering.
3	During the course of the project, KNZB will continue to build resources for their Litter Hub platform which will carry results of the research, findings and insights from year one. This information will be publicly available.
4	During the course of the project, KNZB will develop and expand their litter education programme, increasing their reach to a total of 837 schools.
5	KNZB will expand their community pride programme, aiming for a 20% increase in participation by the end of the project
6	KNZB will continue to develop revenue streams to create self-sufficiency, this means increasing business memberships by 100, securing sponsors for the Beautiful Awards, increasing business participation in Clean Up Week by 25% and securing 10 new sponsorships by the end of the project.
7	In year two of the project, KNZB will deliver a small-scale behaviour change campaign following the results of the National Litter Audit and Year one research results.

Statutory Permissions

Do you require any statutory permissions to complete the project?	No	Do you require any statutory permissions to complete the project? This includes, but is not limited to, permits such as those under the Basel Convention and consents for resource management, building, planning, etc. If yes, please provide details below.
Type of permission or consent?		

Restricted work for which the permissions is sought? When is a decision expected?

RMA Notices

Date	Issuer	Type of Notice	Reason
No details			

EXPERIENCE AND CAPABILITY

Ability to Deliver*Max. 5000 characters***Only update this section if in response to feedback.**Ensure your proposal demonstrates:

- what is already in place for your project to ensure success
- what requirements remain outstanding
- what issues still remain that need to be addressed
- details of the project team and project manager's appropriate skill set and experience
- how the project will achieve its goals
- how the effectiveness of the project will be monitored, evaluated and reported on
- how the project will be self-sustaining beyond the term of the WMF funding and how it will be resourced (for example who will be managing reporting post-project benefits realisation)
- Attach project management structures

Keep New Zealand Beautiful Society Inc (KNZB) was established as the Anti-Litter Council in 1967 as a litter reduction campaign. Nearly fifty-five years later, we are a leader in creating sustainable communities through education, action, and participation. Our mission is to inspire, educate and empower the community of Aotearoa to restore, preserve and improve our climate future through active participation. We will achieve this mission by inspiring our communities through community led action and behaviour change programming; delivering world class community-based environmental sustainability and climate conscious litter education programmes and empowering Aotearoa with knowledge by providing robust data collection and evidence-based research, focusing on where we can have the biggest impact with litter reduction and waste minimisation.

Our network includes volunteers, members, industry, nationwide branches, partners, and government – all making a difference in their communities. Our mission is to educate, inspire and empower communities to keep Aotearoa safe, clean, and beautiful through robust research and data on land-based litter, the delivery of our educational and community action programmes, resource building, and behaviour change campaigns.

During our first three year project, WMF funding enabled us to activate 142,226 volunteers over a one week time span, Clean Up Week, equating to 284,452 hours of people power and \$4,681,205 worth of community contribution; reach 549,250 students through our education programming; reach an audience of 160,824,931 people through our behaviour/education campaigns; divert 64,564,590 cigarette butts from our waterways; conduct National Behaviour Research and a National Litter Audit, in partnership with MfE, DoC and Stats NZ. The latter provides baseline data for policy development and informed Rethinking Plastics Aotearoa.

Known as a trusted advisor and teller of truths, there is no better organisation than Keep New Zealand Beautiful to guide and support Kiwis through the uncertain environmental landscape caused by Covid-19. Our focus now and over the next two years with the Extension Project, will be to work collaboratively with all sectors; provide knowledge through data via a thorough research workstream and a repeat of the NLA, extend our youth education, and community led initiatives. In addition, we will grow our partner and membership base, so that by the completion of funding, the organisation will have a solid monetary foundation to continue its programming.

With our CEO of nearly ten years at the helm of project management, the Extension Project will continue to grow KNZB's reach.

KNZB's Board appointed Project Governance Group (PGG), combined with an Advisory Working Group set up for the project, will ensure regular monitoring, evaluation of effectiveness and transparent reporting.

Project team

Successful WMF projects have teams with well-defined roles and responsibilities so everyone is clear who is responsible for what in terms of project delivery. If someone departs your organisation, or goes on leave, it will then be clear what work needs to be done in their absence. Complete the table that includes providing comprehensive details about the Project Manager.

Name	Role	FTE contribution to the project (hours per week)	Reports to	Project responsibilities
Heather Saunderson	CEO	35.00000	Board of Directors	Project Manager - oversight of the project in its entirety

Waste Minimisation Fund

Christine White	Education Manager	28.00000	CEO	Responsible for the implementation, oversight, and direction of all educational programming
Lisa Linn	Programme Manager	28.00000	CEO	Responsible for the implementation of all community led programming
Teresa Lloyd	Office Manager	28.00000	Responsible for the administration of the project	
Anna Parkin	Marketing Manager	28.00000	CEO	Responsible for the marketing and promotion of all educational and community led programming
Jo Mulholland	Digital & Communications Manager	28.00000	CEO	Responsible for all of the communications related to educational and community led programming, basic website functionality, etc.
TBC	Research/stakeholder Engagement Manager	37.00	CEO	Responsible for Research Programme and Stakeholder Engagement workstream

Sub-contracting details

Organisation	Contact person	Phone	Email	Work to be undertaken	Contract value	Conflict of interest	Conflict
Securo	John Riddell	027 477 9750	Riddell.family@xtra.co.nz	H&S Planning	\$7,500	No	
TBC				National Litter Audit	\$140,000		
TBC				Public Relations consultant	\$50,000		

Managing funds

We have internal control and risk management systems in relation to the financial reporting process to ensure the integrity of financial information and that financial controls and systems of risk management are robust and defensible.

We have procedures in place to monitor progress against budget and objectives at regular intervals (generally monthly). We also have appropriate reporting and authorisation mechanisms in place. The appointed Board Treasurer conducts a monthly review; all invoices are peer reviewed before being submitted for processing; all bank transactions then require two authorised signatories, and an independent audit is conducted annually with full financials being made available through our annual report. Additionally, we comply with ethical buying practices and policy.

To ensure proper separation of duties, we assign related buying functions to different people. With proper segregation, no single person has complete control over all buying activities; we have different people complete the following:

- o Approve purchases
- o Receive ordered materials
- o Approve invoices for payment
- o Review and reconcile financial records
- o Perform inventory counts

Governance

Max. 2500 characters

The level of project governance required needs to reflect the scale and complexity of the project and the level of Crown/ WMF funding. We recommend you view an example in Section C of the Applicant Guidelines.

Who is responsible for overseeing the project's delivery and for ensuring it stays on track including on a day to day basis?

Outline:

- appropriate accountability to stakeholders;
- an appropriate governance structure that includes existing governance capability, for example Steering Group/Advisory Board.

The Board, composed of seven individuals, primarily councillors and community board members, has overall responsibility for governing the 'Keep New Zealand Beautiful' programme. They will appoint a Project Governance Group (PGG) which sits underneath of them. In addition to this there will be a formal Advisory Working Group (AWG) established in conjunction with MfE and managed by KNZB. The AWG including the associated TWG's will include specialist expertise from MfE, Stats NZ, Sustainable Coastlines and KNZB to provide guidance for various workstreams.

The Board will meet quarterly (and as needed should any issues arise) to review recommendations from the PGG, exercise control over KNZB's financial affairs by ensuring that the organisation is not open to abuse; and that rigorous systems of internal control are constantly maintained. The Board will foster a culture of improvement, and frank internal disclosure of programme information.

The roles, responsibilities, and performance criteria for PGG will be clearly defined, as will the makeup of the PGG, so that it has representation from each of our focal areas (community, education, government, tourism and industry). They will be tasked with:

- Making recommendations to support any decision that will have a material impact on the project;
- Overseeing financial reporting and health and safety practices in relation to the project;
- Acting as a key professional forum to communicate appropriate project information back to the Ministry and key stakeholders within or relevant to KNZB; and
- Managing high-level risks.

The project manager will provide monthly progress reports to the PGG. The PGG will then carefully monitor progress against the seven objectives established for the project.

Health and Safety

Health and Safety

This is a deliverable in Milestone 1

Health and Safety of this project is the primary responsibility of:

AS 

It is important you have a Health and Safety plan in place for delivery of this project. If you do not yet have a Health and Safety plan this will be required as a first deliverable for Milestone 1 Year 1 of the project.	Name:	John Riddell
	Organisation:	Securo
	Role:	Health and Safety Specialist
List 3-5 key health and safety responsibilities of the role described:	Recommend measures to help protect workers from potentially hazardous work methods, processes, or materials.	
	Inspect or evaluate workplace environments, equipment, or practices to ensure compliance with safety standards and government regulations.	
	Maintain or update emergency response plans or procedures.	
	Provide new-employee health and safety orientations and develop materials for these presentations.	
Will any of the work be sub-contracted?	Yes, some of the work will be sub-contracted	Where more than one entity will deliver the project, please confirm how health and safety matters will be managed by those entities.
Describe how those parties involved will consult, co-operate and co-ordinate their activities with a view to ensuring they comply with their respective Health and Safety obligations as they relate to the delivery of this project.	John Riddell, our H&S specialist will manage this. A full H&S Plan will be delivered in Milestone 1.	
	Sub-contractor statement	

Conflict of Interest Declaration

Conflicts of Interest <u>Definition:</u>	1. Does your organisation (including any personnel) have any perceived, actual or potential conflicts of interest in relation to this project?	
	No	If Yes – state the nature of this conflict of interest and how it will be managed.

A conflict of interest arises if a party or its personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under the contract. I.e, the party's independence, objectivity or impartiality can be called into question. A conflict of interest may be actual, potential or perceived.

Example: the applicant has a close association with a consultancy who may be contracted to deliver an aspect of the project.

This conflict of interest will be managed by the applicant obtaining three quotes to ensure the successful supplier provides value for money.

2. Does your organisation have a conflict of interest management plan/policy?

Deliverable in Y1M1

If Yes, state when this documentation was last reviewed/updated and confirm who is responsible for managing conflicts of interest, compliance with the plan/policy and the COI register for this project.

Benefits

ENDURING BENEFITS (IMPACTS) TO NEW ZEALAND *Note: Please only update if in response to feedback. Statements made in this section will be required to be reported on at completion of the project and subsequent post-project reporting.*

- If your project is successful what benefits/impacts will it contribute to New Zealand, and for New Zealanders?
- How will you demonstrate and quantify those benefits/impacts?

WMF impacts:

1. Promote waste minimisation
2. Increased resource recovery (i.e. recycling and product stewardship)
3. Reduced waste to landfill
4. Minimising harm from waste

Waste Minimisation Fund

Benefit Type	Benefit Explanation	Project Completion	Post-Project Year 1	Post-Project Year 2	Post-Project Year 3
Environmental	<p>There will be less litter entering our waterways, polluting the sea and endangering our wildlife. Animals will be safer and there will be less litter and illegal dumping on our roadsides, in our parks, on our beaches and in our local communities.</p>				
Economic/Financial	<p>For New Zealand, the image of clean and unspoiled coastline coupled with green valleys and dramatic landscapes is the principal attraction for tourists. Surveys done abroad are clear - litter can threaten the image and reputation of a country potentially leading to a decline in tourist numbers and revenue. The 'Do the Right Thing – Extension Programme' will engrain key anti littering and illegal dumping messaging into the minds of all age demographics, which will ensure New Zealand's clean green image remains intact.</p>				

<p>Social/Cultural</p>	<p>Our educational resources take in to account the cultural diversity of New Zealand and ensure that they are beneficial to all cultures. Cross-demographic education will mean all New Zealander's will be better educated on waste minimisation, environmental care and sustainability. A sense of pride will be instilled in local communities nationwide. Community ownership of public spaces will increase and as a result reduce littering and increase recycling.</p>				
<p>Post Project Benefits</p>	<p>As part of our growth strategy, partnership relationships that we establish as a result of this project, will form the basis for ongoing monetary support for our educational and community led programming.</p>				

<p>Beyond Business as Usual</p>	<p>The first three year project enabled us to collect baseline data on litter and littering behaviour in Aotearoa. However, to ascertain the litter flux (accumulation), additional research is required. In addition to this, education and behaviour change are critical components in combatting the litter and illegal dumping issue in New Zealand.</p> <p>Whilst we can maintain our current areas of programming without the assistance of WMF funding, we are not able to expand our educational and community led programmes. Additionally, the research, which is conducted every three years, is a substantial investment. The research will be used to inform government policy at a local and national level.</p>				
---------------------------------	--	--	--	--	--

<p>Strategic Value</p>	<p>Our mission is to inspire, educate and empower the community of Aotearoa to restore, preserve and improve our climate future through active participation. We will achieve this mission by inspiring our communities through community led action and behaviour change programming; delivering world class community-based environmental sustainability and climate conscious, litter education programmes.</p> <p>Empowering Aotearoa with knowledge by providing robust data collection and evidence-based research, focusing on where we can have the biggest impact in litter reduction.</p> <p>This project will lessen waste, reduce illegal dumping and litter.</p>				
<p>Strategic Outcome</p>	<p>We will provide research that will inform local council strategies and behavioural insights; we will increase community activation by 20% across our various streams of community led programming; we will fill in the gaps with sustainable education; we will become self-sufficient and provide a small-scale behavioural change campaign.</p>				

AS 

Outcomes/Results

In this section the measurable outcomes of your project are recorded using standardised results indicators. These supplement the textual descriptions provided in the Benefits section and provide the basis for reporting progress against objectives and targets during and after the project.

These results indicators provide standard measures that will be used across WMF projects.

- Please select all of the results indicators that you need to fully reflect the impact you intend to achieve through your project. They should relate to the objectives and benefits you have described.
- Please ensure that the selection of indicators does not result in double counting. For example, volumes counted as diverted should not also be entered as a volume of reduced waste to landfill.

Project Results

Indicator Name: Number of people, (schools, ENGO groups and businesses) attending educational presentations or workshops provided as part of funded project

Indicator Record ID: IND-0000005

Unit of Measure: People

Period	Value	Baseline	Description	Total Result
--------	-------	----------	-------------	--------------

2/3/2022 to 30/11/2023	67,500.00	83160	Enviroschools currently service 1/3 of New Zealand schools. We will fill in the gaps and offer service the 2/3 of New Zealand schools that do not have access to this level of sustainable educational programming. We will work with EERST and Enviroschools to determine gaps in access to environmental education by region with regards to litter awareness, increasing our presence from 462 schools to 837 schools representing an increase in engagement with 375 schools estimated to be 67,500 people.	0.00
------------------------	-----------	-------	---	------

Indicator Name: Co-funding unlocked

Indicator Record ID: IND-0000014

Unit of Measure: Dollar

Period	Value	Baseline	Description	Total Result
2/3/2022 to 30/11/2023	276,671.00	223,329	A growth revenue strategy will be developed for sponsorship of existing and new KNZB initiatives. We will implement our revenue strategy that includes: Setting 6 monthly membership, sponsorship and donor goals and regularly tracking against these targets. We aim to increase current revenue from this area by \$276,671 by the project end.	0.00

Indicator Name: Number of formal community / iwi / industry / government partnerships developed as part of, or as a result of the funded project

Indicator Record ID: IND-0000018

Unit of Measure: Number

Period	Value	Baseline	Description	Total Result
2/3/2022 to 30/11/2023	6.00	3.00	We aim to add 6 new formal partnerships to our network through this project.	0.00

Indicator Name: Increased awareness or knowledge of Waste Minimisation -Data collected via survey, feedback or similar

Indicator Record ID: IND-0000006

Unit of Measure: Percentage

Period	Value	Baseline	Description	Total Result
--------	-------	----------	-------------	--------------

2/3/2022 to 30/11/2023	10.00	9634	We aim to continue to develop the resources available on the Litter Hub and increase visits from the current 9634 p.a. (baseline, visitors for past 12 months) by 10% to 10597 p.a. by the end of project.	0.00
------------------------	-------	------	--	------

Data Collection – Methodology

Please describe how you will measure waste minimised during and after the funded project period (including the source of tonnage data). If you are unable to provide tonnage figures for your project then please explain why (maximum 300 words).

National Litter Audit will be conducted, and data recorded to the standards required by the Technical Working Group which includes Stats NZ, MfE, Sustainable Coastlines, and KNZB. The NLA data will be fit for use by policy makers, environment reporting and will be made available for public use. The NLA will provide a framework to measure data regionally, nationally, and benchmark comparatively at a global scale.

Undertake Stakeholder engagement and research KNZB will conduct a stocktake of current resources in use by Councils and Territorial Authorities, determine the gaps before designing further resources, conduct social research to understand attitudes and behaviours, work with WasteMinz (MOU) to gather more evidence of what and where illegal dumping is occurring, e.g. construction, events, rental housing) and the availability and cost of disposal/recycling services, to help quantify the problem, conduct desktop research into international approaches to illegal dumping (focus on/be limited to stakeholder engagement; education & awareness and conduct parallel Tyre outcomes research). Research into methods of reporting litter/illegal dumping will be undertaken

Continued development and expansion of litter education in schools, KNZB will determine gaps in access to litter education by region and develop and implement school programmes to complement existing programmes run by EERST, Enviroschools and others.

Based on results of the NLA and research conducted in Year one, KZNB to design, implement, and evaluate a small-scale behavioural change campaign around litter and illegal dumping. KNZB will utilise digital media, expand on their current partnerships with NZTA and Ooh! Media, and look at some on the ground experiential campaigns.

This project does not include tonnage data.

PROJECT PLAN AND ESTIMATED BUDGET

Milestone Timeline

Key
■ Planning/designing
■ Implementation
■ Reporting

Approval given to Project to start 17 Jan 2022	Y1M1	Y1M2	Y1M3				Y1M4				Y2M1			Y2M2				BUFFER											
Workstreams	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24		
Deed signed																													
Upfront payment																													
National Litter Audit	1												Final reports																
Stakeholder Engagement and Research	2												Final reports																
Building Litter Hub resources	3																							Final reports					
Expansion of schools litter education programme	4																												
Expansion of Community Pride programmes.	5																												
Continue to increase revenue streams to support organisation self-sufficiency.	6																												
Develop a small-scale behaviour change campaign following results of NLA and research	7																												

AS 

Milestone Table

#	Due date of milestone completion	WMF amount (\$NZD)	Co-investor Cash (SNZD) (excludes in-kind)	TOTAL estimated cost (\$)	Category	Milestone name (description)	Activities undertaken	Deliverables / Evidence of completion
Y1M1	15/02/2022	\$300,000	\$0.00	\$300,000	Education and awareness project	Upfront payment	1.1 Deed Signing 1.2 KNZB Project Governance Group (PGG) established 1.3 Advisory Working Group and Technical Working Groups set up and ToR finalised. 1.4 Develop Health & Safety Plan 1.5 Develop Conflict of Interest Policy 1.6 Advertise for Research Consultant and provide CV's received for TWG feedback by end of Feb 2022	1.1 Tax Invoice for upfront payment of \$300k 1.2 Provide details of the KNZB PGG 1.3 Advisory Working Group and Technical Working Group members confirmed and ToR finalised. Docs to be provided. 1.4 Provide health and safety plan 1.5 Provide Conflict of Interest Policy 1.6. Copy of advert for Researcher contractor and summary of TWG recommendations/advice

Y1M2	30/04/2022	\$369,537.50	\$129,837.50	\$499,375	Education and awareness project	Milestone 2	<p>Project Administration 2.0 Advisory Working Group first meeting held</p> <p>Workstream 1- National Litter Audit 2.1.1 NLA consultant – CV's submitted to AWG for feedback; appoint selected consultant (by mid March)</p> <p>Workstream 2: Stakeholder Engagement and research 2.2.1 Advertise for candidates to conduct Research and Engagement workstreams; Provide CVs and assessment criteria for researcher role to AWG for feedback (by end of February 2022); appoint selected Researcher(s) to undertake Stakeholder Engagement.</p> <p>2.2.2 A research plan and stakeholder engagement plan to be jointly designed by MFE and KNZB and delivered by KNZB. Plan to include key contacts for each Council (should include stakeholders for Tyres Outcomes Research too) The response rate target to be approved by Ministry (via AWG) Plan will need to include GAP analysis of all collated data. Research will include a survey of Regional Councils, Teritorial Authorities (and other stakeholders as identified by AWG) to better understand litter policies, plans and</p>	<p>Project Administration 2.0 Copy of minutes of first meeting of Advisory Working Group</p> <p>Workstream 1- National Litter Audit 2.1.1 Provide copy of contract for consultant with summary of AWG feedback.</p> <p>Workstream 2: Stakeholder Engagement and research 2.2.1 Copy of advertisement for researcher role(s); written confirmation of person(s) (including all relevant details) appointed to the role(s). Include AWG recommendations/advice</p> <p>2.2.2 Provide final research plan and Stakeholder Engagement plan incorporating any feedback from the AWG including the response rate target approved by the AWG.</p>
------	------------	--------------	--------------	-----------	---------------------------------	-------------	--	--

							<p>tools used in gathering litter and illegal dumping data.</p> <p>Plan must incorporate a review of all data to determine the gaps and to quantify the problem before designing further resources/tools.</p> <p>Areas to address:</p> <ul style="list-style-type: none"> - What and where illegal dumping is occurring - The relationship between dumping across different sectors (e.g. construction, events, rental housing etc.) - Availability and cost of disposal/recycling services -Tyre outcomes research findings -Litter reporting tools in use in NZ -Social research to understand attitudes and behaviours <p>2.2.3 Develop a formal working relationship with WasteMinz to cover research on Illegal dumping.</p> <p>2.2.4 Conduct desk-top research into international approaches to illegal dumping (focusing on/be limited to stakeholder engagement and education and awareness)</p>	<p>2.2.3 Provide a copy of the MOU between WasteMinz and KNZB to assist with Illegal dumping research.</p> <p>2.2.4 provide a work plan for Illegal dumping strategy incorporating desktop research.</p> <p>2.2.5 Provide a written review of litter reporting tools in use in NZ (pro's and cons) – with proposal for national solution.</p>
--	--	--	--	--	--	--	---	---

AS 

						<p>2.2.5 Review litter reporting tools in use in NZ (pro’s and cons) – make a proposal for national solution.</p> <p>2.2.6 Tyres Outcome Research plan to address questions identified by MfE. Plan to be jointly designed by MFE and KNZB and delivered by KNZB.</p> <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources. 2.3. Nothing to deliver this milestone</p> <p>Workstream 4: Expansion of schools litter education programme 2.4.1 Determine gaps in access to environmental education by region with regards to litter awareness, schools currently not getting Enviroschools or EERST support, or other litter education, and the development of additional educational resources to reinforce this message and encourage local litter clean ups. Provide draft report including tracking sheet, to TWG for feedback.</p> <p>2.4.2 Introduce Young Reporters for the Environment 1 into the school term</p> <p>2.4.3 Introduce Climate Ready Classrooms 2 into schools for Term 3 launch</p>	<p>2.2.6 Tyres Outcome Research plan provided.</p> <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources. 2.3. Nothing to deliver this milestone</p> <p>Workstream 4: Expansion of schools litter education programme 2.4.1 Provide a report on the gaps in environmental education by region with regards to litter awareness and the schools currently not getting Enviroschools or EERST or other litter education, and include recommendations for educational resources (litter cleanups) Report to include any feedback from the TWG.</p> <p>2.4.2 Provide a progress report of the Young Reporters for the Environment of schools participating in the Programme (update on engagement levels/participants)</p> <p>2.4.3 Provide a copy of/link to materials for Climate Ready Classrooms (to be launched in Term 3)</p>
--	--	--	--	--	--	--	---

AS 

						<p>Workstream 5: Expand Community pride participation</p> <p>2.5.1 Review current KNZB programmes (community pride events) and the messaging alongside each initiative/event</p> <p>2.5.2 Appoint Public Relations Agency</p> <p>2.5.3 Develop marketing, design materials and media plans for all initiatives and events. Beautiful Awards- Clean Up Week- One Planet Picnic- Pocket Gardens- Paint NZ Beautiful- National Audit Litter Plan</p> <p>2.5.4 Beautiful Awards Dinner is held, prepare report providing details of attendees, results, impact on sponsorship numbers, and memberships.</p> <p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>2.6.1 Develop partnership, sponsorship and philanthropic strategy including clear targets, plus tracking document to monitor progress against targets for this. Includes potential partners,</p>	<p>Workstream 5: Expand Community pride participation</p> <p>2.5.1 Confirm Community Pride initiatives and the key messaging of each initiative/event</p> <p>2.5.2 Provide a copy of the contract and public relations proposal</p> <p>5.3 Provide finalised design materials, PR and engagement matrix, acknowledgement and rewards strategy and programme for all new community pride initiatives and events including NLA</p> <p>2.5.4 Beautiful Awards 2022 dinner report.</p> <p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>2.6.1 Provide the partnership and sponsorship strategy, and tracking document to show progress against targets will be measured.</p>
--	--	--	--	--	--	--	---

AS 

						<p>potential sponsors of the Beautiful Awards, business participants for Clean Up week, potential sponsors of KNZB, membership and philanthropic funding applications</p> <p>2.6.2 Meet with (target number) prospective partners 2.6.3 Increase membership by target for the quarter</p> <p>Workstream 7: Develop a small-scale behaviour change campaign 2.7.1 Nothing to deliver this milestone</p> <p>Submit Ministry reporting documents 2.8.1 Milestone reporting (FMS) and supporting documentation</p>	<p>2.6.2 Provide written feedback from each engagement 2.6.3 Provide data on membership</p> <p>Workstream 7: Develop a small-scale behaviour change campaign 2.7.1 Nothing to deliver this milestone</p> <p>Ministry reporting documents 2.8.1 Milestone report: Staff report outlining a summary of key tasks completed by each staff member in relation to the project and timesheets to support milestone claim; Summary of Expenses and claims; Copy of all invoices over \$5,000; Tax invoice (WMF)</p>
--	--	--	--	--	--	--	--

AS 

Waste Minimisation Fund

Y1M3	26/08/2022	\$288,200.40 (Less \$100,000 upfront payment)	\$101,259.60	\$389,460	Education and awareness project	Milestone 3	<p>Project Administration 3.0 Advisory Working Group meeting x2</p> <p>Workstream 1- National Litter Audit 3.1.National Litter Audit ongoing; share raw data collected to date and draft report to AWG for feedback</p> <p>Workstream 2: Stakeholder Engagement and research 3.2. Survey and research underway according to Research Plan to answer questions posed to Councils/TA's and other stakeholders and determine gaps in need of resources/tools/education. Prepare draft interim report to cover all aspects identified in Milestone 2. Provide draft interim report to AWG for feedback.</p> <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources. 3.3. Nothing to deliver this milestone</p> <p>Workstream 4: Expansion of schools litter education programme</p>	<p>Project Administration 3.0 Provide Advisory Working Group minutes x2</p> <p>Workstream 1- National Litter Audit 3.1. interim report capturing AWG feedback</p> <p>Workstream 2: Stakeholder Engagement and research 3.2. Provide an interim report (incorporating any feedback from AWG) on current resources in use by Councils and Territorial Authorities to determine the gaps in resources. To cover all aspects identified in Milestone 2.</p> <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources. 3.3. Nothing to deliver this milestone</p> <p>Workstream 4: Expansion of schools litter education programme</p>
------	------------	--	--------------	-----------	---------------------------------	-------------	---	--

AS 

						<p>3.4.1 Development/implementation of materials to address gaps in letter education following gap analysis.</p> <p>3.4.2 Continuation of the Young Reporters for the Environment into the school term</p> <p>3.4.3 Climate Ready Classrooms expanded in Term 3</p> <p>Workstream 5: Expand Community pride participation</p> <p>3.5.1 Continued delivery of all events, such as: Beautiful Awards- Clean Up Week- One Planet Picnic- Pocket Gardens- Paint NZ Beautiful- National Audit Litter Plan. Prepare update report on these.</p> <p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>3.6.1 Implement partnership, sponsorship and philanthropic strategy and prepare a report to update AWG on:</p> <ul style="list-style-type: none"> - Number of partners gained - Number of sponsors gained - Sponsors of Beautiful Awards for 2022 matrix - Business partners for Clean Up Week - Sponsors of KNZB - Members of KNZB - Philanthropic applications 	<p>3.4.1 Provide progress report on educational materials under development to address gaps identified.</p> <p>3.4.2 Provide an updated report on the Young Reporters for the Environment of schools participating in the Programme</p> <p>3.4.3 Provide an update report on the Climate Ready Classrooms participating in the Programme</p> <p>Workstream 5: Expand Community pride participation</p> <p>3.5.1 Provide an update report on all the events that have taken place in this milestone including Engagement, feedback, key messaging photos and attendees</p> <p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>3.6.1 Provide an update report on partnership, sponsorship and philanthropic strategy, including progress towards goals.</p>
--	--	--	--	--	--	---	--

						<p>- Membership matrix</p> <p>3.6.2 Meet with (target number) prospective partners</p> <p>3.6.3 Increase membership by target for the quarter</p> <p>Workstream 7: Develop a small-scale behaviour change campaign</p> <p>3.7.1 Nothing to deliver this milestone</p> <p>Submit Ministry reporting documents 3.8 Milestone reporting (FMS) and supporting documentation</p>	<p>3.6.2 Provide written feedback from each engagement</p> <p>3.6.3 Provide data on membership</p> <p>Workstream 7: Develop a small-scale behaviour change campaign</p> <p>3.7.1 Nothing to deliver this milestone</p> <p>Ministry reporting documents 3.8 Milestone report, Staff report outlining a summary of key tasks completed by each staff member in relation to the project and timesheets to support milestone claim, Summary of Expenses and claims, copy of all invoices over \$5,000, Tax invoice (WMF)</p>
--	--	--	--	--	--	---	--

AS 

Y1M4	15/01/2023	\$220,340 (Less \$100,000 upfront payment)	\$82,685	\$303,025	Education and awareness project	Milestone 4	<p>Project Administration 4.0.1 Advisory Working Group meeting x2</p> <p>Workstream 1- National Litter Audit 4.1.1 National Litter Audit research finalised</p> <p>Workstream 2: Stakeholder Engagement and research 4.2.1 Finalising reporting requirements after AWG feedback and ready for publishing . Must include (as specified in Milestone 2.2.2): -key contacts for each Council (should include stakeholders for Tyres - Outcomes Research) and target response rate set by AWG. -GAP analysis of all collated data. -Survey of Regional Councils, Teritorial Authorities (and other stakeholders as identified by AWG) to better understand litter policies, plans and tools used in gathering litter and illegal dumping data. -A review of all data to determine the gaps and to quantify the problem before designing further resources/tools.</p> <p>Areas to address: - What and where illegal dumping is occurring - The relationship between dumping across different sectors (e.g.</p>	<p>Project Administration 4.0.1 Provide Advisory Working Group minutes x2</p> <p>Workstream 1- National Litter Audit 4.1.1 Final report to include quantities, types, locations and brands of litter deposited and a comparison from the 2019 National Litter Audit</p> <p>Workstream 2: Stakeholder Engagement and research 4.2.1 Final reports on all research streams with recommendations to address gaps and resources/tools and policies for litter and illegal dumping and tyres. To be published on Litter Hub and links to there from MfE webpages Must include how many stakeholders surveyed/engaged to validate this research. These research findings will inform behaviour change campaign (workstream 7)</p>
------	------------	--	----------	-----------	--	----------------	---	--

						<p>construction, events, rental housing etc.)</p> <ul style="list-style-type: none"> - Availability and cost of disposal/recycling services -Tyre outcomes research findings -Litter reporting tools in use in NZ -Social research to understand attitudes and behaviours <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources.</p> <p>4.3.1 Prepare approved uploads to Litter Hub web site</p> <p>Provide draft reports to AWG and TWG for feedback</p> <ul style="list-style-type: none"> - National Litter Audit - Tyres Outcomes Research published on the Litter Hub - Illegal dumping -Social research <p>Workstream 4: Expansion of schools litter education programme</p> <p>4.4.1Development/implementation of educational materials which address the gaps identified in Milestone 2</p>	<p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources.</p> <p>4.3.1 Upload approved reports to Litter Hub website</p> <p>Workstream 4: Expansion of schools litter education programme</p> <p>4.4.1 Provide progress and evidence of the development of educational materials which address the gaps identified in Milestone 2.</p>
--	--	--	--	--	--	---	---

AS J

						<p>4.4.2 Continuation of the Young Reporters for the Environment into the school term</p> <p>4.4.3 Continuation of the Climate Ready Classrooms into the school term</p> <p>Workstream 5: Expand Community pride participation</p> <p>4.5.1 Continued delivery of all events, such as: Beautiful Awards- Clean Up Week- One Planet Picnic- Pocket Gardens- Paint NZ Beautiful- National Audit Litter Plan. Prepare report to Include all metrics identified in Y1M3.</p> <p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>4.6.1 Implement partnership, sponsorship and philanthropic strategy and track progress against targets.</p> <p>4.6.2 Meet with (target number) prospective partners</p> <p>4.6.3 Increase membership by target for the quarter</p> <p>Workstream 7: Develop a small-scale behaviour change campaign</p> <p>4.7.1 Based on NLA and engagement research results, propose a strategy which will include design, implementation and evaluation, for a small-scale behavioural change campaign around litter and illegal</p>	<p>4.4.2 Provide an update report on the Young Reporters for the Environment of schools participating in the Programme</p> <p>4.4.3 Provide an updated report on the Climate Ready Classrooms participating in the Programme</p> <p>Workstream 5: Expand Community pride participation</p> <p>4.5.1 Provide an update report on all the events that have taken place in this milestone, including engagement, feedback, key messaging photos and attendees</p> <p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>4.6.1 Provide an update report on partnership, sponsorship and philanthropic strategy. Include metrics as identified in milestone Y1M3</p> <p>4.6.2 Provide written feedback from each engagement</p> <p>4.6.3 Provide data on membership</p> <p>Workstream 7: Develop a small-scale behaviour change campaign</p> <p>4.7.1 Provide proposed strategy incorporating any feedback from AWG/TWG</p>
--	--	--	--	--	--	---	---

AS J

							<p>dumping to AWG. To utilise digital media, expand on current partnerships with NZTA and Ooh! Media, and look at some on the ground experiential campaigns.</p> <p>Ideas such as:</p> <ul style="list-style-type: none">• Plogging: jogging and picking up litter• Provide examples of behaviour change fun theory' Campaigns <p>Provide proposed strategy to AWG/TWG for feedback and approval.</p> <p>Submit Ministry reporting documents 4.8 Milestone reporting (FMS) and supporting documentation</p>	<p>Ministry reporting documents 4.8 Milestone report, Staff report outlining a summary of key tasks completed by each staff member in relation to the project and timesheets to support milestone claim, Summary of Expenses and claims, copy of all invoices over \$5,000, Tax invoice (WMF)</p>
--	--	--	--	--	--	--	---	--

AS J

Y2M1	30/04/2023	\$198,251.55 (Less \$100,000 upfront payment)	\$69,655.95	\$267,907 .50	Education and awareness project	Milestone 5	<p>Project Administration 5.0. Advisory Working Group meeting x1</p> <p>Workstream 1- National Litter Audit 5.1. Nothing to deliver this milestone</p> <p>Workstream 2: Stakeholder Engagement and research 5.2. Nothing to deliver this milestone</p> <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources. 5.3. Track traffic to website</p> <p>Workstream 4: Expansion of schools litter education programme 5.4.1 Continuation of the Young Reporters for the Environment into the school term 5.4.2 Continuation of the Climate Ready Classrooms into the school term</p> <p>Workstream 5: Expand Community pride participation 5.5. Continued delivery of all events, such as: Beautiful Awards- Clean Up Week- One Planet Picnic- Pocket Gardens- Paint NZ Beautiful- National Audit Litter Plan. Prepare report to Include all metrics identified in Y1M3.</p>	<p>Project Administration 5.0. Provide Advisory Working Group minutes x1</p> <p>Workstream 1- National Litter Audit 5.1. Nothing to deliver this milestone</p> <p>Workstream 2: Stakeholder Engagement and research 5.2. Nothing to deliver this milestone</p> <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources. 5.3. Provide report detailing statistics on the level of online traffic to the Litter Hub such as number of visitors, length of stay, downloads.</p> <p>Workstream 4: Expansion of schools litter education programme 5.4.1 Provide an update report on the Young Reporters for the Environment of schools participating in the Programme 5.4.2 Provide an update report on the Climate Ready Classrooms participating in the Programme</p> <p>Workstream 5: Expand Community pride participation 5.5. Provide an update report on all the events that have taken place in this milestone. Including engagement, feedback, key messaging photos and attendees</p>
------	------------	---	-------------	------------------	--	----------------	--	--

						<p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>5.6.1 Implement partnership, sponsorship and philanthropic strategy and track progress against targets.</p> <p>5.6.2 Meet with (target number) prospective partners</p> <p>5.6.3 Increase membership by target for the quarter</p> <p>Workstream 7: Develop a small-scale behaviour change campaign</p> <p>5.7.1 Implement approved strategy</p> <p>Submit Ministry reporting documents</p> <p>5.8 Milestone reporting (FMS) and supporting documentation</p>	<p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>5.6.1 Provide an update on partnership, sponsorship and philanthropic strategy and include metrics as identified in milestone Y1M3)</p> <p>5.6.2 Provide written feedback from each engagement</p> <p>5.6.3 Provide data on membership</p> <p>Workstream 7: Develop a small-scale behaviour change campaign</p> <p>5.7.1 Interim report outlining progress</p> <p>Ministry reporting documents</p> <p>5.8 Milestone report, Staff report outlining a summary of key tasks completed by each staff member in relation to the project and timesheets to support milestone claim, Summary of Expenses and claims, copy of all invoices over \$5,000, Tax invoice (WMF)</p>
--	--	--	--	--	--	--	--

AS 

Y2 M2	31/10/2023	\$223,670.55	\$78,586.95	\$302,257.50	Education and awareness project	Milestone 6	<p>Project Administration 6.0. Advisory Working Group meeting x1</p> <p>Workstream 1- National Litter Audit 6.1. Nothing to deliver this milestone</p> <p>Workstream 2: Stakeholder Engagement and research 6.2. Nothing to deliver this milestone</p> <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources. 6.3.1 Track traffic to website</p> <p>Workstream 4: Expansion of schools litter education programme 6.4.1 Implementation of materials to address gaps in letter education following gap analysis in M2. 6.4.2 Continuation of the Young Reporters for the Environment into the school term 6.4.3 Continuation of the Climate Ready Classrooms into the school term</p> <p>Workstream 5: Expand Community pride participation 6.5.1 Continued delivery of all events such as: Beautiful Awards- Clean Up Week- One Planet Picnic- Pocket Gardens-</p>	<p>Project Administration 6.0. Provide Advisory Working Group minutes x1</p> <p>Workstream 1- National Litter Audit 6.1. Nothing to deliver this milestone</p> <p>Workstream 2: Stakeholder Engagement and research 6.2. Nothing to deliver this milestone</p> <p>Workstream 3: Continued support of the Litter Hub platform and ongoing creation of resources. 6.3.1 Provide final statistics on the level of online traffic to the Litter Hub such as traffic, length of stay, downloads.</p> <p>Workstream 4: Expansion of schools litter education programme 6.4.1 Final report providing educational resources developed to address gaps identified in M2. 6.4.2 Provide final report on the Young Reporters for the Environment of schools participating in the Programme 6.4.3 Provide final report on the Climate Ready Classrooms Programme</p> <p>Workstream 5: Expand Community pride participation 6.5.1 Provide final report on all the events that have taken place, including engagement, feedback, key messaging photos and attendees</p>
-------	------------	--------------	-------------	--------------	---------------------------------	-------------	---	--

						<p>Paint NZ Beautiful- National Audit Litter Plan. Prepare report to Include all metrics identified in Y1M3</p> <p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>6.6.1 Implement partnership, sponsorship and philanthropic strategy and track progress against targets.</p> <p>6.6.2 Meet with (target number) prospective partners</p> <p>6.6.3 Increase membership by target for the quarter</p> <p>Workstream 7: Develop a small-scale behaviour change campaign</p> <p>6.7.Implementation of strategy including evaluation of results to date</p> <p>Submit Ministry reporting documents</p> <p>6.8 Milestone reporting (FMS) and supporting documentation</p>	<p>Workstream 6: Continue to increase revenue streams to create self-sufficiency</p> <p>6.6.1 Final Report on partnership, sponsorship and philanthropic strategy . Include metrics as identified in milestone Y1M3 (3.6.1)</p> <p>6.6.2 Final report summarising feedback from each engagement</p> <p>6.6.3 Final report data on membership</p> <p>Workstream 7: Develop a small-scale behaviour change campaign</p> <p>6.7.Final report giving details of implementation and evaluation of results to date.</p> <p>Ministry reporting documents</p> <p>6.8 Milestone report, Staff report outlining a summary of key tasks completed by each staff member in relation to the project and timesheets to support milestone claim, Summary of Expenses and claims, copy of all invoices over \$5,000, Tax invoice (WMF)</p>
--	--	--	--	--	--	---	---

Detailed Budget year one and two

Expense Head	Y1 Milestone 1 Upfront Payment	Y1 Milestone 2	Y1 Milestone 3	Y1 Milestone 4	Y2 Milestone 1	Y2 Milestone 2	
Personnel	\$ -	\$ 206,625.00	\$ 239,785.00	\$ 285,850.00	\$ 186,375.00	\$ 220,725.00	
Consultants and sub-contractors	\$ -	\$ 125,000.00	\$ 65,000.00	\$ -	\$ 40,000.00	\$ 40,000.00	
Purchase of capital assets and other capital costs	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	
Travel and accommodation	\$ -	\$ 57,250.00	\$ 25,500.00	\$ -	\$ -	\$ -	
Promotion and dissemination of information	\$ -	\$ 90,000.00	\$ 49,175.00	\$ 17,175.00	\$ 41,532.50	\$ 41,532.50	
Financial, legal and information technology expenses	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	
Health and safety costs	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	
Total costs	\$ -	\$ 499,375.00	\$ 389,460.00	\$ 303,025.00	\$ 267,907.50	\$ 302,257.50	\$ 1,762,025.00
WMF contribution (74%)	\$ 300,000.00	\$ 369,537.50	\$ 188,200.40	\$ 120,340.00	\$ 98,251.55	\$ 223,670.55	\$ 1,300,000.00
Recipient contribution (26%)	\$ -	\$ 129,837.50	\$ 101,259.60	\$ 82,685.00	\$ 69,655.95	\$ 78,586.95	\$ 462,025.00

PROJECT RISKS AND MITIGATIONS.

Risk (Including what were, or are, the causes)	Category	Impact	Impact Details	Likelihood (L, M, H)	Severity (L, M, H)	Mitigation "how will this be managed"	Residual Risks
1 KNZB reliance on MfE to attract sponsors and members	Financial, reputational	High	If KNZB does not have communications support from MfE this could impact revenue streams. Sponsors are much more receptive to working with organisations that have a presence within local and central government.	Low	Medium	MfE is developing a comms plan supporting KNZB comms and events through the Ministry's online platforms. MfE to ensure KNZB has a presence on any suitable panels, sub-committees, at media opportunities, etc.	Low Consistent messaging will ensure that external stakeholders are aware of MfE's support for KNZB, thus mitigating monetary loss from partners and members.
2 KNZB and Sustainable Coastlines do not work together	Delivery	Medium	At present we are working toward similar aims but are regarded as competitors as opposed to partners. We have had sponsors shoulder tapped and lost revenue streams due to this. It would benefit both organisations to have an understanding around how they can work together in partnership and have a mutually agreed understanding around funding streams, in the sense that we will not shoulder tap partners, etc.	Low	Medium	KNZB and SC to formalise an MOU whereby we have set parameters regarding which organisation is doing what and where (ie. land and waterways) as well as outlining parameters with prospective monetary partners to ensure we are effectively working together as opposed to operating as competitors. A more formal contract will be drafted regarding data sharing. The ToR for the Advisory Working Group for this project states that (for the NLA) KNZB and SC need to work together on the Technical Advisory Group.	Medium Work to date between the two organisations looks like the datasets and data sharing will work well.

3 Project resources are impacted by COVID-19	delivery	High	It is inevitable that Covid will affect staff and ability to deliver. This would delay our National Litter Audit 2022 and other workstreams.	High	High	It will be important to plan for this and have some cover in place and be able to extend deadlines if needed. (The end date of the project includes a buffer of 6 months which will allow for any delays in project delivery due to the COVID-19 pandemic)	medium
4 Lack of co-operation from Councils and stakeholders will impact robustness of research	Reputation and quality of work delivered	High	We require the assistance of councils to conduct our various streams of research. Without their assistance, the quality of research will be impacted.	Low	High	MfE will provide a letter of support and assist in making introductions where necessary and work with MfE on key messaging before approaching councils. We would need to look at how we go to market to ensure public buy in.	Medium We may not receive 100% buy in within the first year but our goal is to achieve 80% buy in by the end of the project.
5 Timely resourcing of project team	Delivery	Medium	If we are unable to appoint new team members early on in the project, then the current team will be at capacity and their part time roles will transition into full time roles until the appointments are made.	Low	Low	The risk will be mitigated with the establishment of several key roles. We will be advertising for new roles prior to the Deed of Funding commencing to avoid this risk. A retrospective costs allowance has been approved from 17 Jan to deed signing, plus an upfront payment of \$300K to help with project staff set up costs.	None after 2023.
6 KNZB unable to become self-sustaining by project end	Financial	High	KNZB is focussed on building sponsorships and memberships to build income streams, there is a workstream in the project to focus on this. Also, by fleshing out partnership parameters with Sustainable Coastlines will help prevent cannibalising sponsors. Interdependency with risk 2.	High	High	A corporate sponsorship/Partnership/membership strategy and retention plan is in place. Growth targets will be monitored to ensure we are on track. KNZB will implement membership drive to increase numbers and mitigate the risk. MfE will provide KNZB with comms support, and this in itself can help with brand recognition, as well as bolstering the WMF funded behaviour change campaign.	Medium Funding will always be a challenge for charities especially in the current COVID climate. However, our goal is to build strong partnerships and cultivate new naming sponsors for several key areas of programming as per workstream 4 in the Project Plan.

<p>7. Difficulties in evaluating the effectiveness of a small-scale behaviour change campaign</p>	<p>Quality of work</p>	<p>High</p>	<p>With a limited budget, there will be no on the ground experiential or targeted regional campaigns. It will be difficult to evaluate the effectiveness of a mostly digital and online campaign</p>	<p>High</p>	<p>Medium</p>	<p>We will utilise the partnerships that we have with NZTA and Ooh! Media, but without on the ground experiential or targeted regional campaigns, it will be more difficult to gauge success.</p> <p>Digital and online marketing will be a central focal point to get our behaviour change campaign across front and centre with limited budget.</p> <p>The campaign design will include an evaluation strategy to fit the budget and outcomes to look for.</p>	<p>Medium</p>
---	------------------------	-------------	--	-------------	---------------	--	---------------

AS 

Checklist

Don't yet have the necessary documentation?

Ensure the required documentation is provided to the Ministry as soon as complete and this action is recorded as one of the first activities/deliverables in the project plan's Milestone table.

How to submit all documentation

Submit all relevant documentations via the FMS portal. There is an upload section at the end of the Project Plan Update Request.

Please use the file naming conventions advised by your Investment Manager.

I have uploaded supporting letter/email from all co-investors	No
I have uploaded my Health and Safety Plan	No
I have uploaded my detailed budget breakdown	Yes
I have completed all sections of this project plan as accurately as possible	Yes
I have uploaded relevant consent documentation	No
I have uploaded our organisation's Conflict of Interest Management Plan	No

Declaration

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 is complete, true and accurate	Yes
I declare that I am authorised to make this project plan on behalf of the co-investors and/or co-funders identified in this project	Yes

I declare that none of the organisations named in this project plan are in receivership or liquidation	Yes
I declare that the project plan is not being made by an undischarged bankrupt or someone prohibited from managing a business or from directing a company	Yes
I acknowledge that the Minister for the Environment or the Ministry may publicise any successes that result from this project plan (while respecting commercial confidentiality)	Yes
I acknowledge that the Ministry may be required to share information under Official Information Act (OIA) requests	Yes
I confirm that the information in this project plan must remain confidential throughout this planning phase	Yes
I give permission that the content provided in the Project Summary be made public if this Deed negotiation is successful	Yes
Acknowledgement Response	

Official Information

AS 

- **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.ombudsman.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. 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.

Annexure 2: Publications and Media Releases

Ministry for the Environment or Waste Minimisation Fund logo

The Ministry for the Environment or Waste Minimisation Fund logo may not be used in any publication without the prior and express written approval of the Ministry; any use must be consistent with the guide to using the logo provided by the Ministry.

Acknowledgements

All publications must acknowledge that financial support has been received from “**the Waste Minimisation 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 Waste Minimisation 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 Waste Minimisation 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 alternative 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 (Microsoft 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 New Zealand Government Web Guidelines to ensure it is accessible to a wide audience.

Information systems

It is recommended that any information system, including databases, developed using funds from this Deed observes the standards in the government digital standards catalogue (see <https://www.digital.govt.nz/standards-and-guidance/technology-and-architecture/government-enterprise-architecture/government-digital-standards-catalogue>). Following the government digital standards catalogue will allow the information system to work together more easily with systems in government agencies and other organisations that are following the 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 Microsoft Word file.

AS J

Annexure 3: Travel Expense Policy

If the Recipient is eligible to claim travel-related expenses as indicated in this Deed, the following travel expense policy applies unless the Deed expressly provides otherwise. This travel expense policy provides the Recipient with guidance on what the Ministry considers to be reasonable travel-related expenses.

The Recipient may only claim travel-related expenses incurred by Recipient personnel named as members of the Project team or sub-contracted personnel. The Recipient must provide receipts for reimbursement of any travel-related expenses (including phone calls) otherwise the expenses will not be reimbursed.

Air travel	Where alternatives to air travel are available, such as video conferencing that is the Ministry's preference. Domestic: The Ministry encourages the purchase of the cheapest, non-flexible fares. International: This expenditure is not covered by the Grant unless the Deed expressly states otherwise.	
Out-of-town travel expenses	Actual and reasonable expenses (on receipt) for meals and other incidental expenses while on out-of-town business for the purpose of delivering the Project may be claimed as indicated below.	
	Meal costs	Maximum rates (GST inclusive) are: <ul style="list-style-type: none"> • breakfast \$20 • lunch \$20 • dinner \$50. Alcohol charges will not be accepted.
	Accommodation	Maximum contribution of up to \$200.00 (GST inclusive) per night.
Other expenses	Taxis/uber/rental car/parking costs	Moderate and conservative use of taxi/uber/rental car and/or parking costs necessary for the delivery of the Project may be claimed, subject to provision of supporting receipts. Use other more cost-effective and environmentally friendly options (eg, walking, bus) where feasible and practicable.

	Use of private motor vehicle	<p>The Recipient may claim the cost of using a private vehicle for business relating to the delivery of the Project. Mileage may be claimed using the claim rates set by the Inland Revenue for calculating the estimate of expenditure for employees' business use of private motor vehicles (refer to the Inland Revenue's website for current rates).</p> <p>The Ministry assumes where travel is undertaken in a personal vehicle, 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.</p>
	Phone calls	<p>Personal phone calls are not covered by the Grant. Project-related calls should be made using the cheapest option available. Project-related phone calls charged to hotel bills are often extremely expensive and should be avoided where possible.</p>