

Waste Minimisation Fund DEED OF FUNDING



Ministry for the
Environment
Manatū Mō Te Taiao

PART A: PROJECT AND PARTIES	
DEED FUNDING OF	<p>The Recipient has applied and been approved for a funding grant from the Waste Minimisation Fund, administered by the Ministry. The grant is subject to the terms of this Deed of funding. This Deed is made up of the following parts:</p> <ol style="list-style-type: none"> Part A: Project and Parties Part B: Special Terms Part C: General Terms Any Schedules and Annexures attached to this Deed or incorporated by reference.
PROJECT NAME	E-Waste Product Stewardship in New Zealand
DEED NUMBER	[generated by MfE]
DURATION	<p>Commencement Date: The date this deed is executed; whichever is later.</p>
	<p>Expiry Date: The date that is two calendar years after the Commencement Date.</p>
PROJECT PURPOSE	<p>The purpose for which the grant is provided is:</p> <ol style="list-style-type: none"> Expand the TechCollect e-waste collection and recycling pilot programme to learn what systems work in the NZ market and collect data to understand the industry capacity and capability and obtain data. Work with stakeholders and the New Zealand Ministry for the Environment (the Ministry) to co-design a regulated product stewardship scheme for electrical and electronic products for accreditation under the Waste Minimisation Act ("WMA"). This will include providing industry reports and feedback through the public consultation process.

SUMMARY OF KEY PROJECT REQUIREMENTS	<p>The Project Plan for Financial Year 1 of the Project is attached as Annexure 1. The summary of the Financial Year 1 milestones, activities and deliverables are set out in the Milestone Table of the Project Plan.</p> <p>The milestones, activities and deliverables for Financial Years 2 will be developed by the Recipient and approved by the Ministry prior to the commencement of each Financial Year in accordance with clauses 2.3 and 3.2 of this Deed.</p>	
PARTIES		
MINISTRY	THE SOVEREIGN in right of New Zealand, acting by and through the Secretary for the Environment	
RECIPIENT	Full legal name: TechCollect NZ Limited	
	Trading name (if different):	
	Company No.: 7495056	
RECIPIENT CONTACT DETAILS	<p>Postal address: C/o Buddle Findlay, Level 18, 188 Quay Street, Auckland 1010 New Zealand</p> <p>Physical address: To be confirmed</p>	
	MAIN CONTACT PERSON	BACKUP CONTACT PERSON
	<p>Name: 9(2)(a)</p> <p>Title: CEO</p> <p>Phone: 9(2)(a)</p> <p>Mobile:</p> <p>Email: 9(2)(a)</p>	<p>Name: 9(2)(a)</p> <p>Title: Sustainability Programs Manager</p> <p>Phone: 9(2)(a)</p> <p>Mobile:</p> <p>Email: 9(2)(a)</p>
MINISTRY FOR THE ENVIRONMENT DETAILS	MAIN CONTACT PERSON	BACKUP CONTACT PERSON
	<p>Name: Phil Brown</p> <p>Title: Senior Investment Manager</p> <p>Phone: 9(2)(a)</p> <p>Email: Phillip.brown@mfe.govt.nz</p>	<p>Name: Logan Anderson</p> <p>Title: Investment Manager</p> <p>Phone: 9(2)(a)</p> <p>Email: logan.anderson@mfe.govt.nz</p>
	<p>Address:</p> <p>Environment House, 23 Kate Sheppard Place, Wellington 6011</p> <p>PO Box 10362</p> <p>Wellington 6143</p>	

PART B SPECIAL TERMS

1. Conditions Precedent:

1.1 **Conditions:** The commencement of this Deed is conditional upon:

- (i) **the Recipient meeting Project Management and Governance requirements by:**
 - A. the Recipient appointing a Project Manager in accordance with Special Term 2.1;
 - B. the Recipient establishing a Governance Group in accordance with Special Terms 2.2 and 2.3;
 - C. The Recipient informing the Ministry that the requirements of Special Terms 2.1, 2.2 and 2.3 have been met; and
 - D. The Recipient giving the Ministry sufficient (in the Ministry's sole opinion) evidence of meeting the requirements of Special Terms 2.1, 2.2 and 2.3

1.2 **Conditions not met:** If each condition set out in special term 1.1 has not been fulfilled by 31 July 2020 or such later date as may be agreed in writing by the Ministry:

- (i) this Deed is voidable with immediate effect at either party's election by written notice to the other;
- (ii) upon this Deed becoming void, neither Party will have any right or obligation to the other Party; and
- (iii) the Recipient will not be entitled to any compensation (including from the Grant) whatsoever as a consequence of such termination.

2. Project Management and Governance:

2.1 **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 and Milestones. The project manager will:

- (i) be based in New Zealand and establish an office in New Zealand;
- (ii) 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;
- (iii) have authority to represent the Recipient in communications under this Deed and to act for the Recipient under this Deed; and
- (iv) ensure that the project management practices set out in the Project Plan are followed.

The Recipient shall ensure the Project Manager, and their contact details, are specified in the Project Plan. The Project Manager shall be considered a Key Person.

2.2 **Governance:** The Recipient shall establish for the duration of the Project a Governance Group 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; and
- (iv) managing high level risks.

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 a Key Person.

2.3 **Ministry representative:** The Ministry may appoint a Ministry representative (or representatives) to be present at meetings of the Governance Group. The Recipient shall ensure the Ministry representative(s) is/are provided with reasonable prior notice of, and any relevant documentation in relation to, Governance Group meetings.

3. Key Personnel

- 3.1** “Key Person” means those personnel of the Recipient listed as “key persons” in Part B of this Deed and the Project Plan and such other persons as the Ministry and the Recipient may agree are “key persons” from time to time.
- 3.2** If a Key Person 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 Person in accordance with special term 5.3.
- 3.3** The Recipient may replace a Key Person 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 Person;
 - (ii) the Ministry has approved the proposed replacement for the Key Person;
 - (iii) the Recipient bears all costs relating to replacing that Key Person and upskilling the replacement Key Person; and
 - (iv) the Recipient, if required by the Ministry, agrees on a transition plan with the Ministry for the replacement Key Person and manages the replacement in accordance with such plan.
- 3.4** The Recipient acknowledges and agrees that the Ministry may conduct criminal checks in relation to a Key Person. 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.
- 3.5** If the Ministry is not satisfied with result of a check under special term 5.4, the Ministry may, without limiting its other rights or remedies, require the removal of the Key Person from the Project by giving notice in writing to the Recipient and the Recipient must comply with that notice within five Working Days.

PART C: GENERAL TERMS

Section 1: Definitions and Interpretation

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

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

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

“Clawback Amount” means an amount calculated as follows:

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

Where, for the relevant Capital Asset:

G = that amount of the Grant applied to Capital Costs

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

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

“Commencement Date” means the date specified in Part A of this Deed;

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

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

“Expiry Date” means the date specified in Part A of this Deed;

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

“Force Majeure Event” means:

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

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

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

“Insolvency Event” means:

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

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

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

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

"Minister" means the Minister for the Environment;

"Parties" means the Ministry and the Recipient;

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

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

- (f) directly attributable to the Deliverables; or
- (a) 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:

- (b) any mark up or profit margin by the Recipient (or a Sub-Recipient); and
- (c) 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 appended to this Deed;

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

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

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

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

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

- (a) no executive or prerogative power or right, or any immunity, of the Crown is affected by this Deed;
- (b) "including" and similar words do not imply any limitation;
- (c) reference to the singular includes the plural and vice versa and references to any gender includes both genders;
- (d) headings are included for ease of reference only and shall not affect the interpretation of this Deed;
- (e) references to clauses and schedules are references to clauses of and schedules to this Deed;
- (f) amounts are in NZ\$ and exclude GST (if any);
- (g) if the Recipient comprises more than one person, each of those person's liability to the Ministry is joint and several;
- (h) references to a party or a person includes any form of entity and their respective successors, assigns and representatives; and
- (i) any statutory reference includes any statutory extension, amendment, consolidation or re-enactment and any statutory instrument, order or regulation made under any statute for the time being in force.

1.3 Precedence: In the event of a conflict between:

- (a) the terms of Part B and Part C of this Deed, Part B (Special Terms) shall take precedence;

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

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

Section 2: The Grant

- 2.1 **Grant amount:** The Ministry approves the Grant for the Project of the lesser of:
- (a) \$320,000 (excluding GST); or
 - (b) the maximum percentage of the actual total cost of the Project, assessed over the duration of the Project, approved by the Ministry and specified in a Milestone table (if any); or
 - (c) An amount equal to the difference between the actual total cost of the Project and the total value (assessed by the Ministry) of any type of contribution to the Project by the Recipient and/or from any other source.
- 2.2 **Maximum:** Under no circumstances shall the funding payable to the Recipient exceed the amount specified in 2.1(a).
- 2.3 **Multi-year Projects:** If the Project spans or shall span over multiple Financial Years, the terms in Schedule 5 (Multiyear Projects) shall apply.
- 2.4 **Capital Assets:** The terms in Schedule 4 (Capital Assets) shall apply to Capital Assets (if any).
- 2.5 **Full funding obtained:** The Recipient warrants and represents that it has obtained full funding for the Project and in any event will not require any further funding from the Ministry in order to complete the Project.
- 2.6 **Use of Grant:** The Recipient must only use the Grant for proper purposes and within the scope of the Project. The Ministry may recover any Grant monies which are misappropriated or not spent in accordance with this Deed. In particular, the Recipient shall:
- (a) ensure that the Grant is only used for costs that are Project Costs and, to the extent the costs allocated to the Project also relate to other purposes of the Recipient, are allocated in a proportional manner;
 - (b) ensure that expenses incurred in carrying out the Project are reasonable and in accordance with Schedule 1 (Expense Policy);
 - (c) not use any part of the Grant for Capital Costs, except with the prior written agreement of the Ministry;
 - (d) account for the Grant received under this Deed in accordance with generally accepted accounting practices, with appropriate internal controls to ensure that the Grant is applied for the purposes of this Deed;
 - (e) establish, and maintain for the period of the Project, cost codes that relate specifically to all costs incurred for the purposes of this Project so that the Project Costs can be categorised and reported by their nature;
 - (f) comply with any cost policies provided by the Ministry from time to time in relation to the accounting treatment of Project Costs and use of the Grant;
 - (g) ensure that the Grant is used to fund the Project Costs of a Sub-Recipient or subcontractor specified in the Project Plan, when those costs are properly due and payable;
 - (h) follow appropriate procurement processes when buying goods or services for the Project so that only reasonable, open market costs are incurred on an arm's length basis avoiding any conflict of interest. If a conflict of interest is unavoidable the conflict must be declared to the Ministry and managed appropriately by the Recipient;
 - (i) not claim for costs or expenses that have been, or will be, claimed from other sources, except as expressly provided for in this Deed; and
 - (j) not claim or use any part of the Grant to support or assist activities which are political (e.g. supporting a political party or movement, running a political campaign, or lobbying against the Government).
- 2.7 **Eligibility:** Without prejudice to any other rights to which the Ministry may be entitled, the Recipient accepts that eligibility for payment of the Grant may, at the Ministry's sole discretion, be lost if:
- (a) claims for payment and related information are not given to the Ministry by the day thirty calendar days following the due date of the final Deliverable; or

- (b) the Project is not completed by the Expiry Date; or
 - (c) the Project is not completed by and claims for payment (and any required supporting documentation) are not given to the Ministry by the end of the Financial Year in which the Expiry Date falls.
- 2.8 **Public statements:** The Recipient shall ensure no public statement is made by or on behalf of the Recipient (or any Sub-Recipient) relating to the commencement of this Deed, the Grant or the Project before such a statement is made by the Ministry or Minister.
- 2.9 **No Retrospective Costs:** The Ministry will not be liable for any costs or liabilities incurred by the Recipient prior to the Commencement Date.

Section 3: General Terms and Conditions

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

then the Parties shall mediate the dispute per the mediation rules of the 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 3.6 shall prevent either Party, in an emergency, seeking any interim or interlocutory relief from the court.
- (e) Except in respect of Mediation (the costs of which shall be paid as set out above), each Party shall pay their own costs for resolving any dispute.

3.7 Intellectual Property Rights:

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

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

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

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

3.11 **Notices:** Any notice given under or pursuant to this Deed shall be in writing and signed by an authorised person and may be delivered personally by hand, post 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 5pm, at 9am the next Working Day.

3.12 **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.

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

- (a) As soon as the affected party becomes aware of the Force Majeure Event, it shall immediately notify the other Party and confirm the estimated period that the delay or failure shall continue.
- (b) The affected party shall use its best endeavours to continue to perform its obligations under this Deed and minimise the effect of the event for the duration of any Force Majeure Event.
- (c) If any Force Majeure Event prevents the affected party from performing all of its obligations under the Deed for a period in excess of 30 calendar days, either Party may terminate the Deed by notice in writing with immediate effect.

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

3.14 **Survival:** The following clauses shall remain in full force and effect after expiry or termination: clauses 2.9 (No Retrospective Costs), 3.5 (Governing Law and Jurisdiction), 3.6 (Dispute Resolution Procedure), 3.7 (Intellectual Property Rights) 3.11 (Notices), 4.5 (Endorsement), 4.6 (Publications), 4.7 (Project

Information), 4.10 (Allow Access), 4.11 (Confidentiality), 4.12 (Recordkeeping), 4.13 (Official Information Requests), 4.14 (Reputations), 4.15 (Third Party Intellectual Property Rights), 4.19 (Insurance), 4.23 (Default Interest), 4.24 (Indemnity), 5.3 (Project Review), 5.4 (Ministry Publicity and Confidentiality), 5.5 (Recovery of Grant), 5.8 (Ministry Not Liable), Schedule 2 (Publications), Schedule 3 (Audit), Schedule 4 (Capital Assets), Schedule 5 (Multiyear Project), this clause and any other clauses of this Deed which by their nature are intended to survive expiry or termination of this Deed.

Section 4: Recipient's Rights and Obligations

- 4.1 Project Delivery:** The Recipient must carry out the Project and complete the Deliverables in accordance with the Project Plan, the terms and conditions of the Deed and to the Ministry's reasonable satisfaction. In particular the Recipient shall:
- (a) promptly and efficiently carry out the Project with due skill, care and diligence in accordance with generally accepted standards of the Recipient's profession(s) or industry;
 - (b) achieve successful, timely completion of the Milestones and Deliverables on or before their due date;
 - (c) give the Project appropriate priority over other activities and not divert resources away from the Project which may cause delays in its completion;
 - (d) efficiently and economically source and provide everything the Recipient needs to undertake the Project at the Recipient's risk and cost;
 - (e) comply with all New Zealand, and each relevant jurisdiction's, laws, codes and standards and all applicable international conventions;
 - (f) without limiting the generality of clause 4.1(e), comply at all times with the requirements and provisions of the Hazardous Substances and New Organisms Act 1996 (HSNO Act), Resource Management Act 1991 (RMA) and the Health and Safety at Work Act 2015 (HSWA) (and any amendments or replacements to those Acts) and any related regulations, codes of practice and industry best practice guidelines;
 - (g) obtain every necessary and prudent authorisation in order to carry out the Project before any actions requiring the authorisations are commenced and comply with such consent or authorisation; and
 - (h) maintain an appropriate governance structure, including compliance with any relevant legislative requirements.
- 4.2 Personnel:** The Recipient shall:
- (a) carry out the Project only using appropriately trained, qualified, experienced and supervised personnel;
 - (b) ensure that all of its employees and personnel (including Sub-Recipients and sub-contractors) are trained in the relevant health and safety requirements applicable to the Project (confirmation of relevant training is to be provided to the Ministry if requested);
 - (c) ensure that all of its employees and personnel and any other parties associated with the Project, including Sub-Recipients, sub-contractors, service providers, the public, and any visitors, undergo appropriate safety briefings and health and safety inductions;
 - (d) ensure that all of its employees and personnel (including Sub-Recipients and sub-contractors) are aware of potential liabilities and obligations under the environmental laws and regulations relevant to the Project;
 - (e) end the involvement with the delivery of the Project of any of the Recipient's personnel to the extent reasonably requested by the Ministry; and
 - (f) ensure that any specified key personnel carry out the Project.
- 4.3 Keep the Ministry Informed:** The Recipient shall keep the Ministry properly informed in writing (and in electronic form if requested) about:
- (a) progress and important issues in relation to the Project including notifying the Ministry immediately if it becomes aware of any issues that may affect delivery of the Project in accordance with the Project Plan or that may require any material changes to be made in relation to the Project, or that might give rise to liability or enforcement action under any laws and obligations;

- (b) any enforcement action commenced against the Recipient under the HSNO Act, RMA or 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).
- 4.4 **Reports and meetings:** The Recipient shall provide the Ministry with reports, and attend meetings, as required by the Ministry from time to time.
- 4.5 **Endorsement:** The Recipient acknowledges and agrees that the Minister does not necessarily endorse the Project and accordingly the Recipient shall not represent that the Minister endorses the Project. However, the Recipient will appropriately acknowledge the Grant in all publications and publicity about the Project, and the form and content of such acknowledgement shall comply with Schedule 2 (Publications) and/or with any requirements that the Ministry may specify.
- 4.6 **Publications:** The Recipient shall comply with the requirements detailed in Schedule 2 (Publications) in respect of any publication (in any form) arising from this Deed or the Grant.
- 4.7 **Project Information:** The Recipient shall make information about the Project (particularly outcomes) freely available to any person who wishes to use it for any non-profit purpose. In each publication (in any form) which results from the Project, the Recipient shall comply with the copyright statement requirements in Schedule 2 (Publications) and shall state that the use and copying of the information for non-profit purposes is welcomed and allowed.
- 4.8 **Post-Project review:** The Recipient agrees that following the expiry or termination of this Deed, it shall provide access to its personnel and make information available as reasonably required by the Ministry for the purposes of reviewing the Project and/or the Fund.
- 4.9 **Invoices:** Upon completion of each Milestone the Recipient will promptly provide the Ministry with a correct tax invoice for the successful provision of that Milestone (including all relevant Deliverables), priced in accordance with the Project Plan and this Deed. All invoices must quote this Deed's deed number.
- 4.10 **Allow Access:** The Recipient agrees that upon the Ministry's request it shall provide, at all reasonable times and upon reasonable notice, access to their premises, personnel and records (physical files and electronic) for the purpose of audit and verification of work undertaken, use of the Grant and other reasonable purposes in connection with this Deed in accordance with clause 5.3 and Schedule 3 (Audit). The Recipient shall ensure that the Ministry has the same rights of access in respect of any Sub-Recipient.
- 4.11 **Confidentiality:** The Recipient must keep confidential and secure all information disclosed by the Ministry in connection with the negotiation or performance of this Deed, including the terms of this Deed (collectively "Confidential Information"). The Recipient must not disclose any Confidential Information except:
- (a) with the Ministry's prior written consent;
 - (b) as necessary to fulfil the Recipient's obligations in this Deed;
 - (c) to the extent the Confidential Information is in the public domain (other than through a breach by the Recipient of its obligations in this clause); or
 - (d) as otherwise required by law.
- 4.12 **Recordkeeping:** The Recipient shall keep accounts (to Generally Accepted Accounting Practice standards) and other records, and have a system acceptable to the Ministry, which enables prompt and accurate verification of any matter in relation to the Project, particularly about how the Grant has been or will be used, and what expenditure by item has been incurred. Records must be retained and available for review, audit, copying and use by the Ministry's representatives at any time during, and for at least 7 years after the Expiry Date.
- 4.13 **Official Information Requests:** The Recipient shall immediately transfer to the Ministry any request received by it for information under the Official Information Act 1982 in relation to this Deed and shall advise the person requesting the information of such transfer. The Ministry and the Minister may be required to disclose information that either hold in accordance with the Official Information Act. One category of information that may not be required to be disclosed is commercially sensitive information. To assist the Ministry to assess information it holds for the purposes of the Official Information Act, the

Recipient shall mark clearly all commercially sensitive information as commercially sensitive when the Recipient provides that information to the Ministry.

- 4.14 **Reputations:** The Recipient shall not knowingly or recklessly, do permit or omit, to do anything that may attract adverse publicity or damage the reputation of the Fund, the Minister, the Ministry or the New Zealand Government.
- 4.15 **Third Party Intellectual Property Rights:** The Recipient:
- (a) warrants that it has a legal entitlement to use the Intellectual Property provided as part of the Deliverables and that providing the Deliverables does not infringe the Intellectual Property of any third party; and
 - (b) indemnifies the Ministry against any claim arising from the Recipient's infringement or alleged infringement of any third party's Intellectual Property or the Ministry's claim of Intellectual Property developed under or in connection with this Deed.
- 4.16 **Representations and Warranties:** The Recipient represents and warrants to the Ministry that:
- (a) it has full power and authority to enter into and perform this Deed and this Deed has been executed by a duly authorised representative of the Recipient;
 - (b) all information, documents and accounts of the Recipient submitted to the Ministry for its appraisal of the Project for the purposes of this Deed are true and accurate and no change has occurred since the date on which such information was supplied which renders the same untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operations or prospects of the Recipient since such information was provided; and
 - (c) the Recipient has disclosed to the Ministry all information which would or might reasonably be thought to influence the Ministry in awarding the Grant to the Recipient or the amount thereof.
- 4.17 **Assignment:**
- (a) The Recipient's rights to the Grant pursuant to this Deed are exclusive to the Recipient and the Recipient must not assign or otherwise transfer any benefit or burden of this Deed. Any transfer of shares, or any other arrangement affecting the Recipient which results in a change in the effective control of the Recipient, through whatever means, will be deemed to be an assignment of this Deed, requiring the prior approval in writing of the Ministry. No assignment releases or discharges the assignor from any obligation under this Deed.
 - (b) The assignment by the Recipient of any of its rights or obligations under this Deed in whole or in part will not relieve the Recipient in any form whatsoever from its responsibility for due performance of this Deed in accordance with its terms.
- 4.18 **Subcontracting:** 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.
- 4.19 **Relationship and Authority:**
- (a) Nothing in this Deed shall constitute a partnership (being a relationship between persons carrying on a business in common with a view to profit), joint venture, principal/agent or employer/employee relationship between the Parties for any purposes. The relationship between the Parties is a relationship only for the supply of funding on the terms set out in this Deed.

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

4.20 Insurance:

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

4.21 Health and safety systems: At all times the Recipient will have in place, implement and operate safety management systems which comply with the 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.

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

4.23 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.

4.24 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.

Section 5: Ministry's Rights and Obligations

5.1 Payment: The Ministry shall pay the relevant portion of the Grant from the Fund in arrears to the Recipient upon the Recipient's successful completion of each Milestone (including all relevant Deliverables), as set out in the Project Plan, subject to:

- (a) the Recipient's compliance with the terms of this Deed; and
- (b) the availability of funds, or reductions, in the Fund due to changes in the 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.

5.2 Invoice: Payment of any Grant monies is not due until the Ministry has received a detailed tax invoice (along with all supporting documentation required by the Ministry) from the Recipient and the Milestone (including all relevant Deliverables) to which the tax invoice relates 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.

5.3 Project Review: The Ministry may, in accordance with clause 4.10 (Allow Access), observe and inspect anything at any time in relation to the Project and for the purposes of audit in accordance with Schedule 3 (Audit).

5.4 Ministry Publicity 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.

5.5 **Recovery of Grant:**

- (a) The Ministry may reduce, suspend, or withhold the Grant or require all or part of the Grant to be repaid, if:
 - (i) the Ministry judges the performance of the Project to be unsatisfactory;
 - (ii) the Recipient breaches clause 2.6 (Use of Grant) of this Deed or fails to comply with any other term or condition of this Deed that the Ministry considers to be material;
 - (iii) any enforcement action is commenced against the Recipient under laws, regulations, codes, standards or any applicable conventions in relation to the Project or in any other capacity;
 - (iv) this Deed is terminated in accordance with clause 5.6 (Termination);
 - (v) there is a substantial change to the Project which the Ministry has not approved;
 - (vi) any information provided in the application for funding, in a claim for payment, or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Ministry considers to be material;
 - (vii) if the Ministry judges the performance of the Recipient regarding health and safety in relation to the Project to be unsatisfactory;
 - (viii) the Ministry has consented to a change in the Project which in its opinion reduces the amount of Grant needed;
 - (ix) an Insolvency Event occurs in relation to the Recipient; or
 - (x) any other circumstances or events that in the reasonable opinion of the Ministry are likely to adversely affect the Recipient's ability to deliver the Project in accordance with the requirements for the delivery of the Project or result in a risk that the Project as approved will not be completed.
- (b) The Recipient agrees that on receipt of notice requiring repayment of the Grant (or a portion thereof) it shall make such repayment within 20 Working Days of the date of the notice.

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

- (a) the Recipient breaches, or fails to properly or promptly perform, any of the Recipient's obligations in a way that the Ministry considers to be material;
- (b) the Recipient fails to achieve 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 4.17 (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.

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

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

SCHEDULE 1: EXPENSE POLICY

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

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

Air Travel

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

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 the Project may be claimed.

Meal Costs

We have indicated actual and reasonable costs of meals per person up to the maximum amounts (GST inclusive) stated below as follows:

- Breakfast \$20
- Lunch \$20
- Dinner \$50

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

Accommodation

The Ministry will contribute up to \$200 per night (GST inclusive) per person for accommodation in New Zealand.

Mini-bar

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

Other Expenses

Taxis/parking cost

The Recipient should use other more cost effective and environmentally friendly options (eg walk, bus) wherever feasible and practicable. Therefore the Recipient should use taxis, Uber or rental cars moderately and conservatively where necessary for the delivery of the Project. Taxi/Uber/rental car and/or parking costs may be reimbursed if incurred in delivering part of the Project. The Recipient must provide receipts for such costs. If supporting documentation (e.g. receipts) cannot be provided, the charge will not be reimbursed.

Use of private motor vehicle

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

Phone calls

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

SCHEDULE 2: PUBLICATIONS

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.

Acknowledgments

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 alternate version is:

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

Paper and Ink

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

Electronic Copies of Written Material

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

Websites

It is recommended that any website, or content published on a website, developed using the Grant is developed in accordance with the NZ Government Web 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 E-government Interoperability Framework (e-GIF) (see <http://www.egovernment.govt.nz/interoperability/index.asp>). Following the e-GIF will allow the information system to more easily work together with systems in government agencies and other organisations that are following the e-GIF.

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

SCHEDULE 3: AUDIT

Scope of audit

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

Audit requirements

The Ministry will inform the Recipient if an audit is to be carried out (**Notification of Audit**) and will seek an appropriate date and time for both parties. The Recipient must within three Working Days of the Notification of Audit agree a date and time. The date of the audit must be within 10 Working Days of the Notification of Audit. Audits will usually be carried out either by a fully qualified accountant or technical specialist who is independent of the Ministry or by Ministry staff. In most cases, the Ministry's representative for the Project will accompany the auditor. The Recipient must promptly provide or ensure the provision of adequate access, assistance and facilities for audit personnel as required by the Ministry during the hours of 9:00am and 5:00pm on Working Days.

Audit report

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

Cost of audit

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

SCHEDULE 4: CAPITAL ASSETS

1. Asset Register

Capital Asset	Capital Cost	Portion of Grant	Restriction Period
<i>none</i>	<i>none</i>	<i>None</i>	<i>none</i>

2. Additional Terms and Conditions

- 2.1 All Capital Assets will be and remain the property of the Recipient and will at all times be at the risk of the Recipient. The Recipient will bear the risk of any loss, theft, damage or destruction of any Capital Assets and if Capital Assets require repair or replacement, the Recipient will bear the cost of such repair or replacement.
- 2.2 The Recipient will maintain an up to date register of Capital Assets in the form set out in section 1 of this Schedule 4. Any changes to the register shall be made in accordance with this Deed and promptly notified to the Ministry in writing.
- 2.3 In consideration of the Ministry consenting to the application of all or part of the Grant to pay for Capital Costs, the Recipient agrees that, during the Restriction Period, the Recipient's ability to deal with Capital Assets shall be restricted as set out in sections 2.4 to 2.9 below.
- 2.4 During the Restriction Period, the Recipient shall not, without the prior written consent of the Ministry:
- (a) sell, assign or pledge any Capital Asset; or
 - (b) underlet, lend or otherwise part with possession of any Capital Asset; or
 - (c) create, agree to create, allow to come into existence or permit to subsist any Security Interest, mortgage, charge (fixed or floating), encumbrance, hypothecation, lien, pledge, trust, finance lease, deferred purchase, sale and lease-back, sale and repurchase, flawed asset arrangement, title retention or any other arrangement which has the practical effect of securing payment or performance of an obligation over or affecting all or any part of any Capital Asset.
- 2.5 During the Restriction Period, the Recipient shall:
- (a) protect all Capital Assets against distress, execution and seizure;
 - (b) maintain all Capital Assets in a good state of repair and in good working order and condition; and
 - (c) upon request by the Ministry, notify the Ministry of the present location of any Capital Asset.
- 2.6 During the Restriction Period the Recipient shall maintain at its cost insurance for all Capital Assets against all such risks as it is prudent in accordance with best commercial practice to insure against and any other risks which the Ministry may from time to time reasonably require for their full replacement value or on such other basis as the Ministry may agree in writing, and shall provide evidence of such insurance as and when reasonably requested by the Ministry.
- 2.7 If any of the following events occurs (whether or not within the control of any party) at any time prior to the expiry of the Restriction Period:
- (a) the Recipient fails to perform or observe any obligation under this Deed regarded by the Ministry as material, including the obligations in sections 2.4 to 2.6 in this Schedule 4, and, in the case of a failure which is capable of remedy, that failure is not remedied within 10 calendar days after written notice thereof has been given to the Recipient by the Ministry;
 - (b) any representations or warranty made under or in connection with this Deed by the Recipient is false or misleading in any respect regarded by the Ministry as material; or
 - (c) the Recipient suffers an Insolvency Event,
- then the Recipient must notify the Ministry, immediately on becoming aware of it, of the occurrence of such event and at any time (and notwithstanding the previous waiver of any default) the Ministry may by notice to the Recipient declare any or all of the Clawback Amount to be immediately due and payable.
- 2.8 In order to secure the Recipient's obligations under this Deed in respect of the Clawback Amount, the Recipient hereby grants to the Ministry a Purchase Money Security Interest (as that term is defined in the Personal Property Securities Act 1999) in each Capital Asset. The Recipient will take all necessary steps (including as required by the Ministry from time to time) to ensure that the Security Interest

becomes a "Perfected Security Interest" (as that term is defined in the Personal Property Securities Act 1999) including:

- (a) giving the Ministry written notice immediately following (and in any case, within two Working Days) the Recipient taking possession, or a person taking possession on the Recipient's behalf, of a Capital Asset;
- (b) giving the Ministry all necessary information for the Ministry to effect a registration to perfect a Security Interest; and
- (c) signing and delivering any necessary documentation.

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

- 2.9 The Ministry will, at the expiry of the Restriction Period, register a release of any relevant financing statement on the Personal Property Securities Register.

SCHEDULE 5: MULTIYEAR PROJECTS

Additional terms

- 1.1 The Ministry shall, subject to sections 1.3 and 1.4 of this Schedule 5, pay Grant funding to the Recipient for each Financial Year as set out below.

Financial Year 1 ("FY1")

The lesser of:

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

Financial Year 2 ("FY2")

The lesser of:

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

Financial Year 3 ("FY3")

The lesser of:

- (a) the total dollar amount set out in the Financial Year 3 Milestone table agreed by the Parties and incorporated into this Deed; or
- (b) the percentage of the actual total cost of the Project payable from the Fund assessed over the duration of FY3, as specified in the relevant Milestone table (if any); or
- (c) An amount equal to the difference between the actual total cost of the Project for FY3 and the total value (assessed by the Ministry) of any type of contribution to the Project by the Recipient and/or from any other source.

- 1.2 If this Deed provides for a multi-year Project then any funding under this Deed in respect of FY2 and FY3 shall be subject to:

- (a) the Ministry being satisfied in all respects with the Recipient's use of the Grant funding for the previous Financial Year;
- (b) the Recipient not having been in breach of this Deed;
- (c) the agreement of Deliverables for the relevant Financial Year which are acceptable to the Ministry; and
- (d) 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.

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

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

ANNEXURE 1: PROJECT PLAN

Waste Minimisation Fund

Project Plan

for *“E-Waste Product Stewardship in New Zealand”*

Undertaken by
“TechCollect NZ Limited”





Official information

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

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.

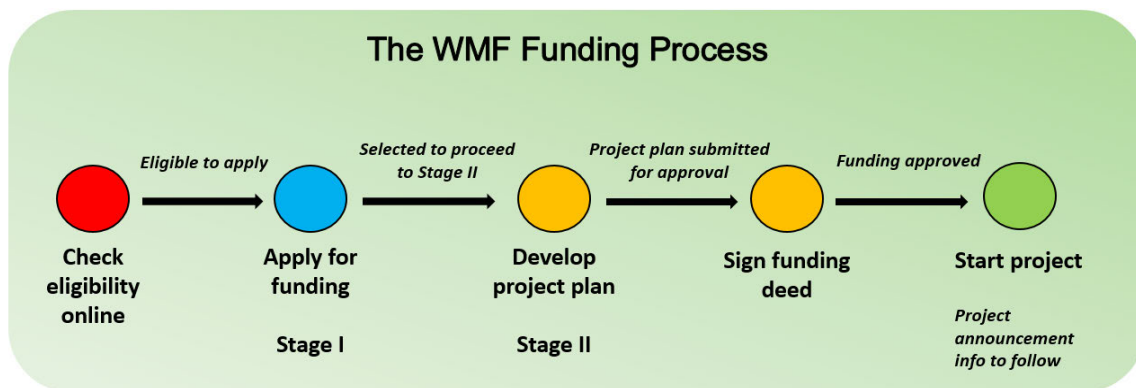
Completing this project plan template

Welcome to Stage II of finalising your waste minimisation funding.

Congratulations, your application has been selected to proceed to Stage II of the Ministry for the Environment's Waste Minimisation Fund (WMF) funding process. Before your funding is finalised though you must complete your project plan.

During Stage II, applicants develop and submit their project plans using this template so the Ministry for the Environment (the Ministry) can consider your application further. Funding is finalised at the end of Stage II.

A successful application goes through each of the stages shown in the WMF funding process diagram below:



Using this project plan template

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

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

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

The project plan is a part of your Deed of Funding

This project plan will be incorporated into the Deed of Funding (the Deed) you will need to agree with the Ministry to begin receiving funding.

It is part of the contractual arrangements between you (the Grantee) and the Ministry which are legally enforceable. It is important you start this process early and consider the content you provide carefully. Funding is not finalised until this process is complete.

When your proposed project plan is drafted

Email your proposed project plan draft to your designated Investment Manager. They will review your project plan, and advise you of any changes required to finalise. This may take several iterations. Once agreed, it will be combined with the Deed, and once both documents are signed you can begin your project.

What you need to do now

Step one: Please complete this template. We recognise that additional information may now be available to you since you first submitted your application form to the Ministry. Please provide all updated information where it is required to reflect the current status of your project. You may also need to update and incorporate any conditions that the Assessment Panel has made (please refer to the letter you received for these conditions).

Step two: Before you send the project plan, please make sure you attach the following:

Document	Checklist
Health and safety management plan	X Provided
Conflict of Interest policy documents	X Provided

If your project does not currently have a Health and Safety Management Plan and/or a policy document to manage conflict of interest, please ensure this is included as one of the first activities/deliverables in your project plan's Milestone table, to be provided to the Ministry when complete.

Step three: Return the proposed project plan to the Investment Manager assigned to your project via email or to the postal address below:

<p>Waste Minimisation Fund Attention: (insert Investment Managers name here) Ministry for the Environment PO Box 10362 Wellington 6143</p>

Step four: Your Investment Manager and our legal team will review your project plan. Several changes may be requested before the project plan development process is complete.

Step five: The Deed of funding (with the approved project plan attached) is sent back to your organisation to be signed.

Step six: Return the signed and (if applicable) sealed Deed to the Ministry, using the above postal address and/or by emailing a PDF copy of the signed deed to your Investment Manager.



Cover page for Project and Grantees Organisation details

Project name	E-Waste Product Stewardship in New Zealand		
Organisation Name	TechCollect NZ Limited		
Legal Entity Status	NZ Limited Company		
Physical Address	To be confirmed in Milestone 1		
Postal Address	C/o Buddle Findlay, Level 18, 188 Quay Street, Auckland 1010 New Zealand		
Waste stream type reduced / minimised	E-waste		
Geographic Area to be served <i>As per the application form</i>	<i>Nationwide</i>		
Duration of funding	2 years		
WMF Contribution percentage	45%		
Project cost All figures to exclude GST <i>For office use only</i>	\$700,000 <i>Total</i>	\$278,590 <i>Year 1</i>	\$421,410 <i>Year 2</i>
WMF contribution <i>For office use only</i>	\$320,000 <i>Total</i>	\$127,355 <i>Year 1</i>	\$192,645 <i>Year 2</i>
Recipient's primary contact information	9(2)(a) [Redacted] TechCollect NZ Project Manager	9(2)(a) [Redacted] 9(2)(a) [Redacted]	
Recipient's secondary contact information	9(2)(a) [Redacted] Sustainability Programs Manager	9(2)(a) [Redacted] 9(2)(a) [Redacted]	



Executive Summary

Please provide a concise outline of what you plan to achieve during the lifetime of this WMF project (**Maximum 200 words**).

1. Expand the TechCollect NZ e-waste collection and recycling pilot programme to learn what systems work in the NZ market, understand the industry capacity and capability to manage increasing volumes of e-waste and obtain data.
2. Work with stakeholders and the New Zealand Ministry for the Environment (the Ministry) to co-design a regulated product stewardship scheme for electrical and electronic products for accreditation under the Waste Minimisation Act ("WMA"). This will include providing industry reports and feedback that the Central Government can use to conduct public consultation and make policy decisions.

Waste Problem and Proposed Solution

Please describe the current waste issue that you are trying to reduce or minimise and your proposed solution to addressing this issue (**Maximum 400 words**).

Problem:

E-waste is the fastest growing waste stream globally. In New Zealand, 98,000t of e-waste is generated each year and the majority is disposed of to landfill.

E-waste disposal to landfill can result in hazardous substances contained within it (e.g. lead, cadmium, chromium, mercury and nickel) leaching into soil and groundwater. These hazardous substances can also be detrimental to human health.

Landfill disposal is also a wasted opportunity to recover valuable resources contained within e-waste and convert them into new products (e.g., iron/steel, copper, silver, gold, glass and plastic).

There is an e-waste collection, recycling and reuse industry in New Zealand. However, there is not a national product stewardship scheme with required performance standards. Instead, there is a series of voluntary schemes that results in varied levels of environment, health and safety (HSE) performance. A number of facilities have poor safety and environmental standards which creates a risk to workers, the public and the environment as the facilities are not incentivised to invest in safety and environmental management.

Solution/Outcomes:

1. Expand TechCollect NZ's free e-waste collection and recycling pilot programme which will:
 - Provide a safe, convenient and accessible national network of collection points for consumers and establish a dedicated pick-up service for business-to-business customers
 - Have an initial product scope of ICT products (laptops, desktops, monitors, tablets, computer parts and accessories, cables, modems, printers, faxes, scanners, MFDs, cameras and video cameras)



- Use responsible recycling partners that meet TechCollect NZ / ANZRP's standards
- Transparently report on KPIs
- Include auditing and due diligence activities.

2. Co-design a regulated product stewardship scheme for electronic and electrical products with the Ministry:

- Form a working group to be managed by an independent consultant. A variety of representatives will be invited, including from TechCollect, ANZRP members, non-member producers, the Ministry, Local Government, Zero Waste Network, WasteMINZ NZ Product Stewardship Council, Para Kore Maori group and Consumer NZ.
- Research learnings from international schemes.
- Audit the collection network to understand capacity, capability and any health, safety and environment (HSE) issues that need to be rectified.
- Audit recyclers to understand capacity and gaps to meeting AS/NZS 5377 and ISO 14001. Understand the NZ reuse market.
- Understand the logistics network, options and costs.
- Run initial stakeholder engagement and conduct consumer research to understand attitudes, beliefs and behaviours towards e-waste recycling and reuse, and identify key requirements and issues for mandatory product stewardship for e-waste in NZ and implementing regulatory instruments under the WMA.
- Scope up alternative regulatory models.
- Independent consultant to prepare an industry report to inform the Ministry's product stewardship priority work programme.



Statutory permissions and consents

Does the project include work that requires any statutory permissions or consents?

(This includes but is not limited to permits such as those under the Basel convention and consents for resource management, building, planning, etc.).

Yes

No

If yes, please provide details below.

Type of permission or consent	Restricted work for which the permission and/or consent is sought <i>(Please provide a short description of the restricted work and the name of the authority granting the permission and/or consent)</i>	Status of the permission and/ or consent <i>(Yet to apply/ Under evaluation/ Approved)</i>	Expiry date <i>(Please provide a tentative date by which you expect to secure the permission/ consent if it is pending)</i>
N/A	N/A	N/A	N/A



Project objectives

Successful WMF projects set clear and impactful project objectives using the *SMART* method outlined below.

Objectives must be **SMART** (Specific, Measurable, Achievable, and Realistic within the Timeframe of the WMF project).

Note: The project objectives stated here must be achieved by the Milestones you indicate in the Milestone table in the following section.

Objective <i>What are your project objectives? Please add the objectives your project will achieve by the end of the project.</i>	How will you monitor and evaluate the achievement of this objective? <i>How will you measure your progress and demonstrate that the objective has been achieved by the end of the project?</i>	Baseline information <i>Describe the current situation, using the data and evidence you have available.</i>
<p>Collection and recycling of 200 tonnes per annum of ITC e-waste via the expansion of the TechCollect NZ pilot programme by 30/12/2021.</p>	<p>Monthly tracking and reporting of tonnes collected and recycled.</p>	<p>Our current pilot programme across 13 OfficeMax stores (commenced in November 2018) is collecting and recycling 2.6 tonne per month (31tonne per annum).</p>
<p>Promote the pilot programme and engage stakeholders to raise the programme’s profile to receive higher volumes of e-waste. This will be achieved through an awareness campaign that will run until 31/12/2021.</p>	<p>Monthly tracking of number of social media impressions (multi-channel), number of website hits and number of email enquiries received.</p>	<p>We are currently tracking number of email enquiries – we received 160 in 2019.</p>
<p>Expansion of the TechCollect NZ pilot programme to offer a free collection and recycling services to at least 40 sites by 31/12/2021.</p>	<p>Number of sites in the expanded TechCollect NZ pilot programme where free collections of e-waste have taken place.</p>	<p>Our current pilot programme is offered to 13 OfficeMax stores.</p>



Objective	How will you monitor and evaluate the achievement of this objective?	Baseline information
<p>Summarise learnings from expanded TechCollect NZ pilot programme.</p>	<p>Monitor and review:</p> <ul style="list-style-type: none"> (i) capacity, health, safety and environment standards and stakeholder preference of collection network (ii) fees, capacity, technology/processes used, standards being achieved and downstream vendors of recyclers <p>optimal routes, trucks, fees, hub and spoke and back loading options of logistics providers.</p>	<p>Our current pilot programme is offered to 13 OfficeMax stores and Croxley recycling perform the recycling and logistics.</p>
<p>Engage independent consultant to chair the Working Group and prepare the industry impact report by 30/09/2020.</p>	<p>Contract in place with consultant.</p>	<p>N/A - work has not commenced. (Note: we have received proposals from two consultants.)</p>
<p>Formation of a Working Group of at least 10 parties by 30/09/2020 to engage with stakeholders and develop model options for a regulated e-waste scheme in NZ.</p>	<p>MoU signed by Working Group parties.</p>	<p>N/A - work has not commenced. (Note: we have been in discussions with multiple parties to participate in the Working Group and have confirmed that Zero Waste Network will be a participant).</p>



Objective	How will you monitor and evaluate the achievement of this objective?	Baseline information
Research learnings from international e-waste product stewardship schemes by 31/12/2020.	Monitor and review e-waste product stewardship schemes in Europe, Asia, North America and Australia.	N/A - work has not commenced.
Understand the NZ e-waste reuse and recycling market and prepare summary report by 31/12/2020.	Audit, research and understand: <ul style="list-style-type: none">• Current and potential collection network• Recycler capacity and level of compliance with standards• Reuse market• Logistics network• Legal issues/barriers to e-waste recycling Consumer attitudes to e-waste recycling and product stewardship	N/A - work has not commenced.
Completion of an industry impact report on the introduction of regulated e-waste product stewardship in NZ by 30/06/2021.	Progress updates, a draft report and final industry impact report will be received from the independent consultant who will complete the work.	N/A - work has not commenced.

Milestone table

Milestones
Year one
<ul style="list-style-type: none"> • It is important your project identifies clear milestones against a timeline and indicates what it will deliver to show the milestone has been achieved. • If your project has been recommended for funding for less than the amount you requested, please ensure that you adjust the milestone information to reflect the new funding amount. • A good Milestone table will show a balanced distribution of WMF contribution over the term of the project and/or within the project year. Please discuss this with your Investment Manager if you have any questions. • All milestones stated need to achieve and deliver on the Project objectives you have stated in the previous section. • In addition to the compulsory reporting of Ministry documentation already entered listed below please list any other activities and deliverables your project will achieve.

Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
<i>Provide a short and succinct name for each milestone (eg, commission machinery)</i>	<p><i>List the activities for each milestone (eg, hold five waste minimisation workshops for 150 participants; create a Health and Safety Manual).</i></p> <p><i>Note: The activities must meet the project's objectives listed earlier and describe clearly what the activity will do with what resources.</i></p>	<i>List the deliverables for each milestone that you will submit to the Ministry (eg, reports, health and safety plan, summaries, job descriptions, etc.)</i>		<i>All costs to exclude GST</i>	<i>For office use only</i>



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
1. Fulfilling Special Term 1: 'Condition precedent' Confirm Key Personnel responsible for Project Management and Governance	1. Finalise governance and management arrangements for TechCollect NZ: <ol style="list-style-type: none"> i. Form a Governance Board ii. Finalise Management structure iii. Determine any potential or perceived conflicts of interests 	1. A summary report on the governance and management structure of TechCollect NZ. The report will include: <ul style="list-style-type: none"> • Organisational chart • List of Board members including name, affiliation, skills and experience • List of Management Team including name, position held, affiliation, skills and experience • Updated details including contact information and an organisational chart with names and roles of management and operations staff • Details of governance arrangements including frequency of Board meetings and any advisory committees 	31/07/2020	\$0 (The operational costs to fulfil the Condition Precedent are not within the scope of the project)	\$0
	2. Finalise the Master Services Agreement between TechCollect NZ Limited and Australia and New Zealand Recycling Platform Limited	2. Providing an executed copy of the Master Services Agreement (MSA) to MfE, confirming that it details how: <ul style="list-style-type: none"> • The financial support for the project will be delivered between the parties • How the project will be managed in New Zealand 			



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
	3. Appoint a New Zealand-based Project Manager 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 and Milestones.	3. Copy of the following document: <ul style="list-style-type: none"> i. Job description for the role of project manager ii. Resume of the appointee iii. Letter of appointment for the New Zealand-based Project Manager iv. Employment contract/ agreement to confirm tenure of the appointee 			
<p>The Deed of Funding is conditional upon fulfilment of Special Term 1: ‘Condition precedent’.</p> <p>Special Term 1: ‘Condition precedent’ must be fulfilled before the project starts any other activity.</p>					
2. Finalise Governance Arrangements & form Working Group	1. Enter into contract with independent consultant to lead the working group	1. Copy of Contract with consultant.	30/09/2020	\$38,900	\$17,783
	2. Form a Working Group of at least 10 parties to be chaired and coordinated by an independent consultant. The working group will include key New Zealand e-waste stakeholders such as producers/retailers, commercial e-waste recyclers, community recyclers,	2. List the name of the Working Group members and their organisation affiliations in the Milestone report.			



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
	councils and consumers. The Ministry will be a non-voting observer.				
	3. Legal advisor to prepare MoU for the Working Group.	3. Copy of the MoU between Working Group Parties.			
	4. Organise Working Group meeting 1	4. Copy of the minutes of Working Group Meeting 1.			
	5. Submitting Ministry reporting documents.	5. Ministry documentation: <ul style="list-style-type: none"> i. Milestone report ii. Milestone claim form iii. Summary of expenses iv. Copy of actual Invoice v. Tax invoicing for the Ministry 			
3. Expansion of TechCollect NZ pilot programme – Phase 1	1. Review collection site, recycling and logistics networks in New Zealand.	1. Summary report of the collection site, recycling and logistics networks review.	31/12/2020	\$126,730	\$57,934
	2. Evaluate the potential collection sites' capacity and ability to meet TechCollect NZ's Health and Safety standards.	2. Copy of the gap assessment report of collection sites meeting health and safety standards.			



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
	<p>3. Sign-up at least 15 additional collection sites ensuring good geographical coverage.</p> <p>The sites will include council waste transfer stations, community waste centres, schools, businesses and retailers.</p>	3. Copy of MoU or agreements or contract with collection partners covering at least 15 collection sites.			
	4. Expand logistics provider network beyond those used by Croxley Recycling and secure MoU/Agreements/ Contracts with at least 2 other logistics providers will be identified.	4. Copy of MoU/Agreements/Contracts with at least 2 logistics providers.			
	5. Audit at least 10 recyclers to understand capacity and gaps to meeting AS/NZS 5377 and ISO 14001.	5. Audit report and gap assessment of the audited recyclers meeting the AS/NZS 5377 and ISO 14001 standards.			
	6. Review and update TechCollect NZ health, safety and environmental management plan.	6. Copy of updated health, safety and environmental management plan.			
	7. Design and launch promotion campaign for the pilot: <ul style="list-style-type: none"> i. Develop a promotion campaign including the following 	7. Promotion campaign reports: <ul style="list-style-type: none"> i. Copy of the promotion campaign plan 			



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
	<p>activities: launch event, social media campaign, school's awareness programme, B2B awareness campaign, local council awareness campaign and media release</p> <p>ii. Complete launch activity (with Minister/Ministry attendance) at a collection site</p> <p>iii. Roll out social media campaign and media release</p>	<p>ii. Summary of launch event including number of participants</p> <p>iii. Description of social media campaign, copy of media release and details of media outlets who picked up the release</p> <p>iv. Description of B2B and local council awareness campaigns rolled out and stakeholder feedback</p> <p>v. Data analysis – number of social media impressions, number of website sessions and number of email enquiries</p>			
	<p>8. Roll out awareness campaign in schools</p> <p>i. Identify at least 20 schools to roll out awareness campaign to</p> <p>ii. Hold at least 3 workshops in the schools identified in 7i</p>	<p>8. School awareness campaign</p> <p>i. Description of awareness campaign for school</p> <p>ii. Summary of school workshops including format and number of participants</p>			
	<p>9. Submitting Ministry reporting documents.</p>	<p>9. Ministry documentation:</p> <p>i. Milestone report</p> <p>ii. Milestone claim form</p> <p>iii. Summary of expenses</p> <p>iv. Copy of actual Invoice</p>			



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
		v. Tax invoicing for the Ministry			
4. Stakeholder engagement	1. Independent consultant to run initial stakeholder engagement to understand attitudes to e-waste recycling and identify key requirements for a product stewardship scheme in NZ.	1. Copy of stakeholder engagement report.	31/12/2020	\$61,100	\$27,931
	2. Organise Working Group Meeting 2.	2. Copy of the minutes of Working Group Meeting 2.			
	3. Submitting Ministry reporting documents.	3. Ministry documentation: <ul style="list-style-type: none"> i. Milestone report ii. Milestone claim form iii. Summary of expenses iv. Copy of actual Invoice v. Tax invoicing for the Ministry 			
5. Product Stewardship Research - Part One	1. Research learnings from international e-waste product stewardship schemes.	1. Copy of the research report.	31/12/2020	\$51,860	\$23,707
	2. Understand the New Zealand reuse market.	2. Report mapping out e-waste repairers.			
	3. Consumer research:	3. Consumer research documents and reports:			



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
	<ul style="list-style-type: none"> i. Engage independent consultant to conduct consumer research ii. Consumer research is carried out by the consultant to understand attitudes, beliefs and behaviours towards e-waste recycling and re-use and their key expectations for a product stewardship scheme in NZ iii. Seek Ministry review and approval before release if report includes references to the Ministry's priority work programme 	<ul style="list-style-type: none"> i. Copy of the Terms of Reference/ Request for application that defines the scope and objectives of the research ii. Copy of the Consumer Research Report for Ministry review and approval before publication. 			
	4. Submitting Ministry reporting documents.	4. Ministry documentation: <ul style="list-style-type: none"> i. Milestone report ii. Milestone claim form iii. Summary of expenses iv. Copy of actual Invoice v. Tax invoicing for the Ministry 			
Estimated total for project for year one				\$278,590	\$127,355
<i>This figure matches the Total project budget for year one in the Funding Information table</i>					
Year Two overview					



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
6. Product Stewardship Research - Part Two	1. Organise Working Group Meeting 3 to review product stewardship research	1. Copy of the minutes of Working Group Meeting 3	31/03/2021	\$27,400	\$12,526
	2. Summarise learnings from expanded TechCollect pilot programme by monitoring and reviewing: <ul style="list-style-type: none"> i. Capacity, health and safety standards and community preference of collection sites ii. Fees, technology and processes used, standards being achieved and downstream vendors of recycler iii. Optimal routes, trucks, fees, hub and spoke and back loading options of logistics providers 	2. Summary report which includes: <ul style="list-style-type: none"> i. Review of capacity, health and safety standards and community preference of collection sites ii. Review of fees, capacity, technology/processes used, standards being achieved and downstream vendors of recyclers iii. Review optimal routes, trucks, fees, hub and spoke and back loading options of logistics providers 			
	3. Based on the Working Group's feedback, identify 3-4 alternative models/regulated product stewardship scheme options for e-waste in NZ.	3. Report and comparative analysis of the identified models/regulated product stewardship scheme options for e-waste in NZ.			



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
	4. Submitting Ministry reporting documents.	4. Ministry documentation: vi. Milestone report vii. Milestone claim form viii. Summary of expenses ix. Copy of actual Invoice x. Tax invoicing for the Ministry			
7. Legal analysis	1. Legal issues analysis: i. Carry out an analysis of legal issues facing the e-waste sector in New Zealand (e.g. some e-waste plastics are currently disposed of to landfill due to a ban on exporting brominated plastics) ii. Seek Ministry review and approval before release if report includes references to the Ministry's priority work programme	1. Copy of the Analysis Report for Ministry review and approval of the references before publication.	30/06/2021	\$16,800	\$7,680
8. Preparation of industry recommendation for regulated	1. Working Group to scope up 3-4 alternative models/regulated product stewardship schemes for e-waste in NZ. Produce options report.	1. Copy of options report.	30/06/2021	\$131,810	\$60,256



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
product stewardship of ITC E-Waste	2. Independent consultant to draft the industry impact assessment and design recommendations for presentation to the Working Group.	2. Copy of Draft Industry Impacts Report and Recommendations Report.			
	3. Independent consultant to receive feedback on the draft recommendation, make changes and submit the final recommendations.	3. Copy of the minutes of Working Group Meeting 4			
	4. Discuss the industry recommendations with the MfE.	4. Copy of the minutes of the meeting with MfE.			
	5. Submitting Ministry reporting documents	5. Ministry documentation: i. Milestone report ii. Milestone claim form iii. Summary of Expenses iv. Copy of actual Invoice v. Tax invoicing for MfE			
9. Expansion of TechCollect NZ	1. Sign-up at least 15 additional collection sites ensuring good geographical coverage. *The sites will include council waste	1. Copy of MoU/ Agreements/ Contract with at least 15 collection sites.	31/12/2021	\$245,400	\$112,183



Milestone name	Activity	Deliverable	Due date	Total estimated cash cost (NZD)	Total Estimated WMF Contribution (NZD)
pilot programme – Phase 2	transfer stations, community waste centres, schools, business, retailers				
	2. Expand recycler network beyond Croxley Recycling (Auckland) * Depending on the results of the recycler gap assessment in Milestone 2, these may include manual dismantlers, recyclers who use mechanical separation, disability employers and community waste centres with capability to dismantle	2. Copy of MoU/ Agreements/ Contracts with new recycling partners			
	3. Collection and recycling of 200t per annum of ITC e-waste	3. Provide updated data on weight/volume of e-waste collected in the Milestone report			
	4. Submitting Ministry reporting documents.	4. Ministry documentation: i. Milestone report ii. Milestone claim form iii. Summary of Expenses iv. Copy of actual Invoice v. Tax invoicing for MfE			
Estimated total for project for year two				\$421,410	\$192,645
This figure matches the Total project budget for year one in the Funding Information table					

Post-project outcomes

Your project is likely to keep helping minimise waste into the future. It is important to capture this information to demonstrate what WMF funding helps to achieve.

Please identify the post-project outcomes and benefits that your project aims to accomplish.

Description <i>What are the benefits and outcome that will be achieved (eg, creation of five jobs, amount of waste recycled)</i>	Measure <i>Describe how you will measure achievement of the outcomes or benefits</i>	Source of measure <i>How will you collect information that the measure has been met (e.g., 'employment records showing that five jobs were created', invoices or weighbridge tickets demonstrating)</i>	Timeframe <i>By when will the benefits and outcomes be expected to be achieved (eg, 12 months; 2-5 years)</i>
<p>Recycling of ICT e-waste diverting it from landfill. The TechCollect NZ programme will continue to divert 200 tonnes per annum from landfill.</p> <p>Note: this tonnage is expected to increase should the Ministry implement a regulated product stewardship, especially across an expanded e-waste scope over and above ICT equipment.</p>	<p>Recycler data</p>	<p>Certificates of destruction (CODs) and invoices from recyclers</p>	<p>2-5 years</p>



Data Collection - Breakdown of Waste Stream

Collecting data of waste minimised will help your project demonstrate success. Please provide a breakdown of the existing baseline data you have for your waste stream and the forecast reductions you expect to achieve.

Waste Stream <i>Please list each of the waste streams your project will minimise</i>	Baseline <i>How much of this waste stream are you currently diverting from landfill (per annum) if any?</i>	Amount to be minimised by project end <i>Estimated diversion from landfill at date of project completion</i>	Forecast – 1 years after project end <i>Estimated diversion from landfill at 1 year after project completion</i>	Forecast – 2 years after project end <i>Estimated diversion from landfill at 2 years after project completion</i>
ICT e-waste	31 tonnes	200 tonnes	200 tonnes	200 tonnes
TOTAL (tonnes)	31 tonnes <i>if applicable</i>	200 tonnes <i>if applicable</i>	200 tonnes <i>per annum</i>	200 tonnes <i>per annum</i>

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**).

We will use data from e-waste recyclers, specifically certificates of destruction (CODs), batch processing reports and invoices. Recycler invoices will not be paid by TechCollect NZ without proof of recycling (i.e. CODs).

We will also assign each movement of e-waste (from pick up from collection point to delivery to recycler) a unique ID (generated by the TechCollect database) so that source of e-waste and date of collection can also be tracked. Recycler CODs, batch processing reports and invoices will be required to break down the amount recycled by movement ID. This information will all be managed in the TechCollect NZ database which will then be used to calculate amount of e-waste collected and recycled from each collection point.

9(2)(b)(ii)

Risk management

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

When identifying risk you should 1) Identify its potential impact on project, 2) Identify the likelihood of this occurring, 3) Identify the consequences of this risk eventuating to the project, 4) Identify how you will mitigate or contain the risk.

Your risk containment/mitigation plan should be reviewed regularly, and any new risks and mitigation strategies added as they are identified.

Risk description	Impact on project	Likelihood of risk	Consequence on project	How will you mitigate the proposed risk?
<p><i>Identify and describe the potential risk to your project, as well as why you have stated this</i></p> <ul style="list-style-type: none"> • <i>Reputational</i> • <i>Health and Safety</i> • <i>Service Delivery</i> • <i>Financial</i> • <i>Other</i> 	<p><i>Describe the impact the risk would have on the project</i></p>	<p><i>Please rate the risk level</i></p> <ul style="list-style-type: none"> • <i>Low</i> • <i>Medium</i> • <i>High</i> 	<p><i>Please rate the risk level</i></p> <ul style="list-style-type: none"> • <i>Minor</i> • <i>Moderate</i> • <i>Severe</i> 	<p><i>Describe the process that you will use to minimise and manage the risk</i></p>



Risk description	Impact on project	Likelihood of risk	Consequence on project	How will you mitigate the proposed risk?
<p>Reputational</p> <p>Government ceases to support ANZRP due to perception of bias</p>	<p>Recommended regulated product stewardship model/s not supported with flow on reputation consequences for ANZRP and its members</p> <p>Expanded TechCollect NZ pilot programme reduced and/or programme ceases altogether</p>	<p>Low</p>	<p>Moderate</p>	<ul style="list-style-type: none"> • Formation of a Working Group in consultation with the Ministry with representatives from members and producers, the Ministry, local government, community groups, Maori groups and other associations/non-profits. • Engagement of a reputable, independent consultant to run the working group and prepare the industry impact report. • A high degree of research to be performed on the ground to understand the NZ market's needs and expectations, in conjunction with understanding and considering international learnings. • International learnings to be understood and considered. • TechCollect NZ is a not-for-profit entity. • Promote member investment in NZ voluntary pilot programme operating across 13 OfficeMax locations to date.



Risk description	Impact on project	Likelihood of risk	Consequence on project	How will you mitigate the proposed risk?
<p>Reputational</p> <p>MfE fails to progress regulated product stewardship for e-waste e.g. due to lack of internal resources, support from Cabinet or impacted stakeholder groups</p>	<p>The issue of e-waste continues to not be adequately addressed in NZ with reputation consequences for the NZ Central Government and TechCollect NZ.</p>	<p>Medium</p>	<p>Severe</p>	<ul style="list-style-type: none"> • Close liaison with Ministry personnel to ensure the industry impact report is prepared in line with government requirements. • Keep the Associate Minister up to date with our progress and engage with her as much as possible. • Keep other Ministers (e.g. environment/employment/industry) engaged and regularly updated of project progress. • ANZRP members to also meet with Central Government. • If Cabinet does not support a regulated scheme, TechCollect NZ will apply for an accredited voluntary scheme.
<p>Financial</p> <p>ANZRP members refuse to financially contribute</p>	<p>Pilot programme cannot be expanded</p>	<p>Low</p>	<p>Severe</p>	<ul style="list-style-type: none"> • Current pilot programme funding members have committed to support the pilot expansion. • Liaise with other producers to seek additional funding. • As a last resort contingency option, ANZRP will contribute funds required to expand the pilot program as specified in this project plan.



Risk description	Impact on project	Likelihood of risk	Consequence on project	How will you mitigate the proposed risk?
Service Delivery Failure to staff the New Zealand operation in a timely manner	Pilot programme cannot be expanded and work to understand the NZ market cannot be completed within the required timeframe	Low	Moderate	<ul style="list-style-type: none"> Suitably qualified New Zealand project manager on contract for the duration of the project. Use consultants and budget sufficiently. Master services agreement with ANZRP to utilise staff as required.
Financial TechCollect Australia compromised due to resources draining into New Zealand	Compliance and service delivery of Australian operations impacted	Low	Minor	<ul style="list-style-type: none"> Back-fill Australian staff temporarily (e.g. contractors or use consultants). Seek funding from ANZRP Board as a contingency.
Reputational Failure to connect with New Zealand market	Expanded pilot programme does not achieve planned recycling levels	Low	Minor	<ul style="list-style-type: none"> Engagement with non-member producers and industry associations to promote the benefits of participation in our program. Free service offered to NZ collection partners and consumers. Collection partners supported with marketing communication campaign to raise awareness of the TechCollect NZ brand and provide instructions on how to participate. Convenient collection points established with sufficient national coverage.



Risk description	Impact on project	Likelihood of risk	Consequence on project	How will you mitigate the proposed risk?
<p>Health and safety and environment</p> <p>Injury or environmental incident occurs at a collection point, logistics provider or recycler associated with the expanded pilot programme</p>	<p>Worker or member of the public injured or environment polluted</p>	<p>Medium</p>	<p>Severe</p>	<ul style="list-style-type: none"> • All collection points, logistics providers and recyclers will undergo an HSE audit prior to on-boarding to ensure they meet ANZRP's HSE requirements. • The project includes assessing the HSE performance of the NZ market and to determine what HSE issues need to be rectified prior to regulatory product stewardship. • ANZRP induction of all collection points. • WHS control equipment checklist developed as part of TechCollect NZ collection partner induction pack.
<p>Financial and reputational</p> <p>Greater than expected engagement with the pilot programme results in the budget being used up before the end of the year</p>	<p>Consumers will no longer be able to access the free collection and recycling programme</p>	<p>Low</p>	<p>Minor</p>	<ul style="list-style-type: none"> • The extended pilot will be clearly promoted as a short-term initiative with fixed funding available. • All contracts/agreements with service providers will clearly articulate the fixed budget available. • A 'quota' option will be investigated with sites to manage volumes collected. • Additional funding will be requested from members or ANZRP if deemed applicable.



Risk description	Impact on project	Likelihood of risk	Consequence on project	How will you mitigate the proposed risk?
<p>Service delivery</p> <p>Significant delays to specified project milestones as impacted by COVID-19</p>	<p>Certain project milestones delayed due to national and international restrictions implemented to manage the global health crisis i.e. COVID-19</p> <p>TechCollect NZ pilot programme collection points temporarily closed</p> <p>Unable to reach annual collection target of 200 t/pa for the expanded TechCollect NZ pilot programme due to drop off in disposal activity and health concerns related to COVID-19</p>	<p>High</p>	<p>Minor</p>	<ul style="list-style-type: none">• Milestone analysis at project plan drafting stage to identify possible, likely and certain delays to all project milestones specified in this plan.• TechCollect NZ to bring identified milestone delays to MfE attention and agree on amended milestone due date/s that is agreeable and will not impact key project deliverables e.g. stewardship options development and assessment.



Risk description	Impact on project	Likelihood of risk	Consequence on project	How will you mitigate the proposed risk?
<p>Health and safety</p> <p>Illness to a member of the community or an employee at a collection point, logistics provider or recycler associated with the expanded pilot programme due to Covid-19</p>	<p>Worker or member of the public suffers illness</p>	<p>Low</p>	<p>Moderate</p>	<ul style="list-style-type: none">• Develop (and regularly update) a COVID-19 safety plan for all TechCollect NZ programme collection partners and service providers and provide regular engagement.• Provide COVID-19 safety advice on TechCollect NZ website for e-waste generators seeking to access a service.• Continue to monitor the health and safety risks of running the programme• If health and safety risks are deemed too high to continue the programme, it will be suspended (note: as it is a voluntary programme provided free of charge to consumers, the impact of temporary suspension to consumers is deemed to be low).

Governance and management structure

Project governance

Successful projects have governance structures in place so roles, responsibilities and decision making processes are clear.

Please include information about how your project will be governed. Include how the governance group will monitor and manage project progress and how often the governance group will meet.

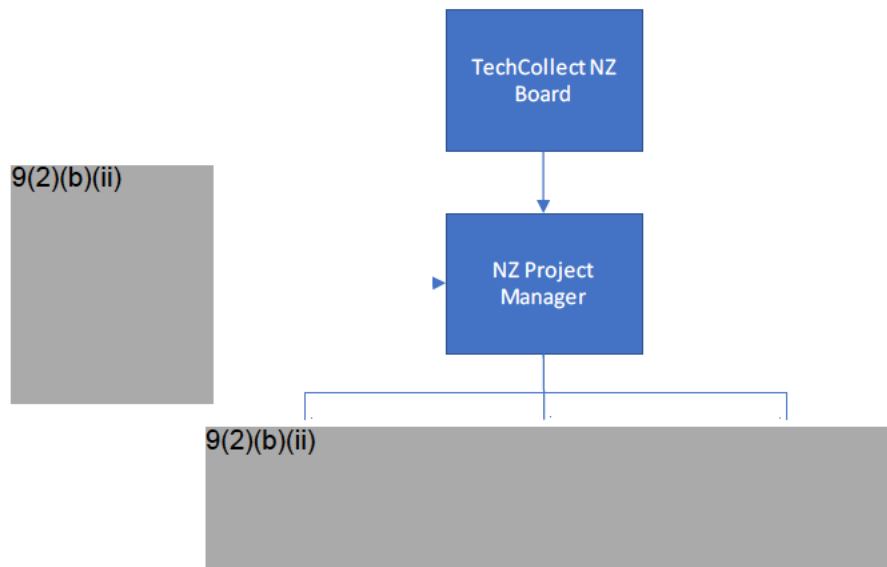
TechCollect NZ is being established as a New Zealand not-for-profit company with a local board. This board will consist of local product suppliers (OEMs) as well as several independent directors with relevant local expertise (such as Zero Waste Network). The current Chair of ANZRP will be the Chair of TechCollect NZ at project commencement. Board meetings will be held at least quarterly.

Governance will be provided by the TechCollect NZ Board in accordance with the Constitution, Membership Deed and Board Charter. Policies, procedures and risk management practices will be developed during Milestone 1.

9(2)(b)(ii)

TechCollect NZ will employ a NZ Project Manager based in New Zealand who will report to the TechCollect NZ Board.

The TechCollect NZ Board will be responsible for overseeing the delivery of the project including the project milestones. The NZ Project Manager will be responsible for the day-to-day management of the project. The org chart is provided below.



The NZ Project Manager will be responsible for the day to day activities associated with delivering the milestones and will provide regular updates to the Board. Key responsibilities include stakeholder engagement, managing the consultant facilitating the working group, supporting the working group, assessing the capacity and auditing the standards of the NZ collection and recycling market (utilising local consultants), managing the current ITC collection and recycling program and its expansion (including selecting, monitoring and performing due diligence over local collection, transport and recycling contractors) and health, safety and environmental management.

	<p>9(2)(b)(ii)</p> <p>Further details on Board members, governance and management structure for TechCollect NZ will be provided as deliverables in Milestone 1.</p>
<p>Managing funds</p> <p><i>It is important you have processes in place to ensure you meet expectations on how public money is used.</i></p> <p><i>Please provide information about how you will financially manage the project. Please include information about how you will procure goods and services, approve payments, and monitor and address budget overspend.</i></p>	<p>TechCollect NZ’s financial management procedures will include sound budgeting and providing budget updates to the TechCollect NZ Board on a regular basis which includes actual performance against budget. Any deviations (or potential deviations) will be analysed and mitigation measures put in place.</p> <p>TechCollect NZ will have a Finance Procedure and Procurement Procedure in place to procure services (e.g. recycling services, consulting services) and approve accounts payables. This includes the requirement to obtain two quotes before procuring major goods and services (applicable to this project), and all invoices are to be reviewed and signed by the applicable manager and/or Director in accordance with the financial delegations matrix.</p> <p>TechCollect NZ will use the finance package MYOB to manage budgets and its financial accounts at project commencement.</p> <p>TechCollect NZ is a member funded organisation so is the custodian of its members’ financial contributions. This includes managing a contingency fund.</p>

Governance and management structure

<p>Health and Safety</p> <p><i>It is important you have a Health and Safety Plan in place for the delivery of the project. If you do not have one at the project plan stage, please ensure this will be developed for the project and delivered as a first deliverable for Milestone 1 of the project in Year 1</i></p>	<p><i>Please indicate 'YES' against one of the two statements here</i></p>	<p>Recipient has submitted a Health and Safety plan to the Ministry</p>	<p>X</p>	
	<p><i>Health and Safety of this project is the primary responsibility of</i></p>	<p>Recipient will develop a Health and Safety plan and submit it to the Ministry as a Milestone 1 deliverable</p>		
	<p><i>Responsibilities of the role described above</i></p>	<p>Sustainability Programs Manager</p>	<p>9(2)(a)</p>	
	<p><i>Describe how you will manage health and safety matters where the project is to be delivered by another consultant and/or sub-contractor:</i></p>	<p><i>Role</i></p>	<p><i>Person's Name</i></p>	
		<p>Responsible for the TechCollect quality, safety and environmental management system which includes the health and safety management plan and the due diligence programme over contractors (collection sites, transporters and recyclers).</p>		
	<p>TechCollect NZ and any other third parties involved in the Project's delivery (third parties to be determined as part of the project) 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.</p>			

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 be clear what work needs to be done in their absence.

Please complete the below table to identify the level of resource, roles and responsibilities that will be allocated to achieve your project's waste minimisation goals. Please insert or delete rows as required.

Please provide comprehensive details about the Project Manager in the table below.

Name	Role	Project responsibilities	FTE contribution to the project	Reports to
9(2)(a)	TechCollect NZ Project Manager	Overall project management including milestone reporting.	0.8	9(2)(a)
9(2)(a)	Sustainability Programs Manager	Specialist expertise (e.g. AS/NZS 5377, HSE management) and participation in the Working Group.	0.2	9(2)(a)
9(2)(a)	CEO	Stakeholder consultation and specialist expertise (e.g. management of a product stewardship organisation).	0.1	9(2)(a)



Sub-contractor details (if applicable)

If applicable, please provide information about any third party (one or more) you intend to contract with to undertake work on the project.

Disclaimer

Note that as per the Deed of Funding, you (the Recipient) remain wholly responsible for the acts and omissions of all sub-contractors and/or the work and acts of all sub-contractors.

Please ensure your organisation:

1. undertakes the necessary due diligence checks on all sub-contractors associated with the delivery of your project
2. follows 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
3. has adequate processes for the monitoring of any work carried out by your sub-contractors (including audit requirements)
4. has procedures for the management of safety including the allocation of responsibilities between you and all sub-contractors and to ensure that all sub-contractor employees and personnel have the relevant skills and experience and are trained in the relevant health and safety requirements applicable to the project
5. has appropriate contracts in place with each sub-contractor.

The Ministry may request evidence of all contracts (and associated procurement process followed) for each sub-contractor as part of the WMF milestone reporting requirements.

Organisation	Contact Person	Contact details	Work to be undertaken for the project	Estimated Contract value (NZ\$)	Any Conflict of interest? <i>If yes, please state conflict here. Note: a separate document describing the conflict of interest and how it will be managed might be required.¹</i>
Independent Consultant - TBD	TBD	TBD	Chair and facilitation of the Working Group. Preparation of the industry impact report and design recommendation (using	\$110,000	No

¹ 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.



			the Government templates where applicable).		
Zero Waste Network	9(2)(a)	9(2)(a) 9(2)(a)	Assessment of collection sites, market research and participation in the Working Group.	9(2)(b)(ii)	No
Waste Electronic and Electrical Equipment (WEEE) Forum	9(2)(a)	9(2)(a)	Assistance with international learnings in e-waste product stewardship schemes	9(2)(b)(ii)	No

Funding and contributions

Funding information	Total	Year One	Year Two
(A) Organisation's cash contribution to the project	\$380,000	\$151,235	\$228,765
(B) External funding sources	\$0	\$0	\$0
(C) WMF contribution (approved amount)	\$320,000	\$127,355	\$192,645
Total cost of project (A+B+C)	\$700,000	\$278,590	\$421,410
WMF share of costs <i>(for office use only)</i>	45.71%	45%	46.33%

External funding sources for project (NOT APPLICABLE)

This includes partners. Please specify details of involvement and check that the information below is correct, and update as required.

Organisation name	Contact name and phone number	Status of offer	Expected date for funding	Amount
		<input type="checkbox"/> Pending <input type="checkbox"/> Confirmed		
Total other external funding sources for year one <i>(excluding GST)</i>				

Budget estimate for Year One (NZD exclusive of GST)

Please refer to the *Project Plan Budget* document (Excel Spreadsheet) and update the table below from the Summary Table for Year One (found on the second sheet of the Excel document stated above).

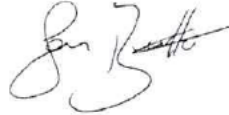
Expense head	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5
Personnel	\$0	\$9,000	\$58,200	\$13,200	\$13,200
Administration	\$0	\$0	\$0	\$0	\$0
Consultants and sub-contractors	\$0	\$23,500	\$36,600	\$44,000	\$35,000
Purchase of capital assets and other capital costs	\$0	\$0	\$0	\$0	\$0
Venue and equipment	\$0	\$0	\$0	\$0	\$0
Travel and accommodation	\$0	\$3,900	\$16,930	\$3,900	\$3,660
Promotion and dissemination of information	\$0	\$0	\$5,000	\$0	\$0
Financial, legal and information technology expenses	\$0	\$2,500	\$10,000	\$0	\$0
Health and safety costs	\$0	\$0	\$0	\$0	\$0
Other miscellaneous costs	\$0	\$0	\$0	\$0	\$0
Total estimate for Milestone	\$0	\$38,900	\$126,730	\$61,100	\$51,860
Total estimate for Year one	\$278,590				

EXECUTION

SIGNED as a deed on: 18th June 2020

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

Signed and delivered as a deed by Sam Buckle,
Deputy Secretary, Resource Efficiency on behalf of
the **Ministry for the Environment**



On (date): 18/06/20

Signature

In the presence of:



Witness Signature

GEORGIA BISHOP

Witness Name

EXECUTIVE ASSISTANT

Witness Occupation

ENVIRONMENT HOUSE, 23 KATE SHEPPARD PLACE,
THORNDON

Witness Address

Signed and delivered as a deed by TechCollect NZ
Limited

9(2)(a)


Signature

On (date): 25/06/20

in the presence of:

9(2)(a)


Witness Signature

9(2)(a)


Witness Name

Sustainability Manager

Witness Occupation

9(2)(a)


9(2)(a)


Print Full Name
(For a Company specify Description
Director/Attorney/Authorised Signatory)

Signature

Print Full Name
(For a Company specify Description
Director/Attorney/Authorised Signatory)

[This document must be executed by a company according to its Constitution. If two directors sign, no witnessing is necessary. If only one director or a director and secretary or authorised signatory(ies) or attorney sign, signatures must be witnessed.]