



Ministry for the
Environment
Manatū Mō Te Taiao

Te Mana o Te Wai Fund Funding Agreement

Between

Ministry for the Environment

and

**Te Rūnanga o Ngāti Whakaue ki Maketū
Incorporated**

**Capability Development Support Package under
the Te Mana o te Wai Fund**

Date

PARTIES

THE SOVEREIGN in right of New Zealand, acting by and through the Secretary for the Environment (Ministry for the Environment), Environment House, 23 Kate Sheppard Place, Thorndon, Wellington
New Zealand

and

Te Rūnanga o Ngāti Whakaue ki Maketū Incorporated at 9(2)(a)
NZBN# 9429043015177, (Te Rūnanga o Ngāti Whakaue ki Maketū)

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined terms

In this Agreement, unless the context requires otherwise:

- a. *Agreement* means this funding agreement and its Schedules.
- b. *Force Majeure Event* means:
 - i. fire, explosion, lightning, storm, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquakes, epidemic or pandemic, riot, and civil commotion.
 - ii. failure by any utility company or other like body to carry out works or provide services.
 - iii. any failure or shortage of fuel or transport.
 - iv. war, civil war, armed conflict, or terrorism.
 - v. any official or unofficial strike, lockout, or other labour dispute.
 - vi. governmental action; or
 - vii. such other similar circumstances which prevent either or both parties from performing its obligations under this Agreement.
- c. *Grant* means the sum of three hundred thousand dollars (\$300,000.00, excluding GST), paid in accordance with clause 4 of this Agreement.
- d. *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 but excluding Mātauranga Māori.
- e. *Project Activity* means those project tasks and activities to be completed as part of the project as set out in clause 3 of this Agreement.
- f. *Project Objectives* means any objective to be completed as part of the project as set out in clause 3 of this Agreement.
- g. *Term* means the term of this Agreement specified in clause 2.
- h. *Working Day* means any day on which banks are open for business in Wellington (other than Saturdays, Sundays, or public holidays).

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- a. headings are for convenience only and have no legal effect unless otherwise specified.
- b. references to the singular include the plural and vice versa.
- c. references to a party include that party's successors, executors, administrators and permitted assignees (as the case may be).
- d. references to clauses and Schedules are to the clauses and Schedules in this Agreement.
- e. where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- f. references to a person include:
 - i. an individual, firm, company, corporation, or unincorporated body of persons.
 - ii. any public, territorial, or regional authority.
 - iii. any government; and
 - iv. any agency of any government or authority.
- g. an obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- h. references to any statute include any amendment to, or replacement of, that statute and any subordinate legislation made under it.
- i. wherever the words "include" or "including" (or similar words) are used, they are deemed to be followed by the words "without limitation;" and
- j. except as otherwise expressly stated, monetary references are references to New Zealand currency.

2 TERM

This Agreement commences from 31 March 2022 or the date this Agreement is signed by both parties whichever is later and continues until 30 July 2024 unless terminated earlier in accordance with this Agreement or at law.

3 PURPOSE OF THE GRANT

3.1 Te Rūnanga o Ngāti Whakaue ki Maketū will use the Grant funds for the Project Objectives and Project Activities detailed below:

Project Objectives	Year	Project Activities
(Primary) Build capacity and capability for Māori	2022	Establish project team, including: <ul style="list-style-type: none">• Project support staff -2 part time full year• Kairangahau (Researchers)-2 part-time part-year

to participate in and make decisions for freshwater management, including in the implementation of the New Zealand Government's Essential Freshwater reforms		Kairangahau will gather information and data from the Ngāti Whakaue Taiao team and 9(2)(b)(ii) on environmental impacts on the Waihi estuary and inflowing rivers (Whāreere, Wai Kōkopu & Pongakawa) to inform the 9(2)(b)(ii)
		Hold a wānanga for at least 20 whānau, hapū, and iwi members to build capacity and capability to engage in the restoration project and to actively participate in the planning and management of the estuary and inflowing rivers.
		Te Rūnanga o Ngāti Whakaue ki Maketu will build relationships with schools and kura and co-design a wānanga based on Mātauranga -a- Iwi 9(2)(b)(ii) 9(2)(b)(ii)
		Hold a workshop with at least 20 whānau, hapū and iwi members to 9(2)(b)(ii) 9(2)(b)(ii)
		Te Rūnanga o Ngāti Whakaue ki Maketu will build relationships with 9(2)(b)(ii) 9(2)(b)(ii) other iwi owned farms in the catchment to support the development of Environmental programmes.
	2023	9(2)(b)(ii)
		Implement the Iwi Environmental Monitoring Plan for the Waihi Estuary 9(2)(b)(ii) 9(2)(b)(ii)
	Hold 2 workshops with at least 20 whānau, hapū and iwi members from each marae and representatives from BOPRC to share project findings, data, information, and report progress to date including freshwater management from an Iwi-worldview, referencing Matauranga-ā-Iwi and other bodies of knowledge.	

b

Project Objectives	Year	Project Activities
(Primary) Build capacity and capability for Māori to participate in and make decisions for freshwater management, including in the implementation of the New Zealand Government's Essential Freshwater reforms	2023 (cont'd)	9(2)(b)(ii)
		Continue to support the BOPRC with the protection and enhancement of inanga spawning zones using appropriate plants to remedy fish passage barriers.
	2024	Hold a presentation /workshop for at least 25 people (representatives from the community and local Councils) to provide feedback 9(2)(b)(ii)
		Develop a 3–5-year business plan that will support nature-based employment opportunities for iwi post-project. 9(2)(b)(ii)

4 PAYMENT OF THE GRANT

4.1 The Ministry for the Environment will pay the Grant in instalments on receipt of an invoice from Te Rūnanga o Ngāti Whakaue ki Maketū on the dates set out below:

No.	Instalment paid on	Due Date	Amount
1	On-signing of this Agreement <i>Please provide a bank deposit slip for Te Runanga o Ngāti Whakaue ki Maketū</i>	9(2)(b)(ii)	
2	Completed Project Activities as set out in clause 3.1 and Progress Report One verifying the completion of the Project Activities as set out in clause 3.1.		
3	Completed Project Activities as set out in clause 3.1 and Progress Report Two verifying the completion of the Project Activities as set out in clause 3.1.		
4	Completed Project Activities as set out in clause 3.1 and Progress Report Three verifying the completion of the Project Activities as set out in clause 3.1.		

5	Completed Project Activities as set out in clause 3.1 and Progress Report Four verifying the completion of the Project Activities as set out in clause 3.1.	9(2)(b)(ii)	
No.	Instalment paid on	Due Date	Amount
6	Completed Project Activities as set out in clause 3.1 and Progress Report Five verifying the completion of the Project Activities as set out in clause 3.1.	9(2)(b)(ii)	
7	Completed Project Activities as set out in clause 3.1 and Progress Report Six verifying the completion of the Project Activities as set out in clause 3.1.	9(2)(b)(ii)	
8	Final Report	9(2)(b)(ii)	
			TOTAL \$300,000.00

- 4.2 Subject to the Ministry for the Environment receiving, in advance of any payment being made:
- correct and valid invoice(s); and
 - full and correct report(s) for that Project Activity received under clause 5.2.

the Ministry for the Environment will pay each such invoice within 20 Working Days of receipt of that invoice.

- 4.3 The Ministry reserves the right to withhold or delay payment (or any part) of an instalment where:
- Project Activities are not completed to the Ministry's reasonable satisfaction; or
 - Reporting under clause 5.2 is not received; or
 - Reporting received under clause 5.2 requires modification or is rejected by the Ministry on reasonable grounds; or
 - Reported actual costs are less than the agreed instalment amount.

- 4.4 Te Rūnanga o Ngāti Whakaue ki Maketū acknowledges that the total funding amount specified in this agreement is the maximum amount payable by the Ministry for the Environment.

5 CONDITIONS AND SPECIAL TERMS

- 5.1 Te Rūnanga o Ngāti Whakaue ki Maketū recognises the shared Kaitiaki role that it has with another iwi within the rohe. As such Ngāti Whakaue ki Maketū *will continue* working collaboratively with a collective of iwi to restore the estuary and the awa. The members of the collective working group are:
- Ngāti Whakahemo,
 - Ngāti Whakaue ki Maketū,
 - Ngāti Makino,
 - Ngāti Pikiāo; and

- Tapuika.

5.2 Te Rūnanga o Ngāti Whakaue ki Maketū will report the completion of Project Activities to the Ministry for the Environment using the templates attached in Schedule B.

6 SUBCONTRACTORS

Rules about subcontracting

6.1 Te Rūnanga o Ngāti Whakaue ki Maketū must not enter into a contract with someone else to deliver any part of the Project Objectives or Project Activities without the Ministry for the Environment's prior written approval. In selecting an appropriate subcontractor Te Rūnanga o Ngāti Whakaue ki Maketū must be able to demonstrate that subcontractor is value for money and has appropriate capability and capacity.

Te Rūnanga o Ngāti Whakaue ki Maketū Responsibilities

6.2 Te Rūnanga o Ngāti Whakaue ki Maketū must ensure that:

- a. each subcontractor is fully aware of Te Rūnanga o Ngāti Whakaue ki Maketū's obligations under this agreement, and
- b. any subcontract it enters is on terms that are consistent with this agreement.

6.3 Te Rūnanga o Ngāti Whakaue ki Maketū continues to be responsible for delivering the services under this agreement even if aspects of the services are subcontracted.

7.0 INTELLECTUAL PROPERTY RIGHTS

Ownership of Intellectual Property Rights

7.1 Pre-existing Intellectual Property remain the property of their current owner.

7.2 Any Intellectual Property created or developed in the Project Activities becomes the property of Te Rūnanga o Ngāti Whakaue ki Maketū.

7.3 Te Rūnanga o Ngāti Whakaue ki Maketū grants to the Ministry for the Environment (as The Crown) a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property that forms part of the Project Objectives and Activities that are not owned by the Ministry for the Environment. This licence includes the right to use, copy, modify and distribute these. In each instance Te Rūnanga o Ngāti Whakaue ki Maketū will consent to the Ministry for the Environment's use of Te Rūnanga o Ngāti Whakaue ki Maketū's Intellectual Property.

7.4 This clause 7 will not apply to Mātauranga Māori. Mātauranga Māori in relation to Intellectual Property will mean any information identified as such by Te Rūnanga o Ngāti Whakaue ki Maketū in accordance with tikanga and kawa.

Third Party Intellectual Property Rights

- 7.5 Te Rūnanga o Ngāti Whakaue ki Maketū warrants that it has a legal entitlement to use the Intellectual Property provided as part of the Project Activities and that providing the Project Activities does not infringe the Intellectual Property of any third party.
- 7.6 Te Rūnanga o Ngāti Whakaue ki Maketū indemnifies the Ministry against any claim arising from their 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 Agreement.

8 CONFIDENTIAL INFORMATION

Protection of Confidential Information

- 8.1 Each party confirms that it has adequate security measures to safeguard the other party's confidential information from unauthorised access or use by third parties, and that it will not use or disclose the other party's confidential information to any person or organisation other than:
- a. to the extent that use, or disclosure is necessary for the purposes of delivering the Project Activities,
 - b. if the other party gives prior written approval to the use or disclosure,
 - c. if the use or disclosure is required by law including the Ministry for the Environment's obligations under the Official Information Act 1982, the Privacy Act 2020 and any other legislation or regulations relevant to its operations, or
 - d. 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,
 - e. in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the parties.

9 AUDIT

Notice of audit

- 9.1 The Ministry for the Environment may at any time notify Te Rūnanga o Ngāti Whakaue ki Maketu that the Ministry for the Environment wishes to audit any or all of Te Rūnanga o Ngāti Whakaue ki Maketū. The Ministry for the Environment may only conduct an audit once in any 12-month period and at any other time where the Ministry for the Environment has reasonable grounds to suspect Te Rūnanga o Ngāti Whakaue ki Maketū has not complied with this Agreement.

Audit

- 9.2 The Ministry for the Environment will notify Te Rūnanga o Ngāti Whakaue ki Maketū of the date on which the audit will commence, which must be at least two Business Days after receipt of a notice under clause 9.1.
- 9.3 Te Rūnanga o Ngāti Whakaue ki Maketu will allow the Ministry for the Environment or its nominee to inspect its premises, systems and records relating to this Agreement on and from the date notified by the Ministry for the Environment during Te Rūnanga o Ngāti Whakaue ki Maketū's normal business hours, for the purpose of conducting the audit. The Ministry for the

Environment will comply with Te Rūnanga o Ngāti Whakaue ki Maketū reasonable security and confidentiality requirements in conducting any audit under clause 9.1.

Assistance

- 9.4 Te Rūnanga o Ngāti Whakaue ki Maketū will assist the Ministry for the Environment with any audit conducted under clause 9.2 and will ensure its personnel and subcontractors also assist the Ministry for the Environment, including by making their premises, systems and records relating to this Agreement available to the Ministry for the Environment or its nominee if requested.

Non-compliance

- 9.5 Without limiting any of the Ministry for the Environment's other rights or remedies, if any audit conducted under clause 9.1 discloses any failure to comply with this Agreement by Te Rūnanga o Ngāti Whakaue ki Maketū, Te Rūnanga o Ngāti Whakaue ki Maketū will promptly remedy the non-compliance. Te Rūnanga o Ngāti Whakaue ki Maketū will refund any amount of the Grant not applied towards the Purpose of the Grant (clause 3.1), the Project Activities (clause 3.1), and Progress Reports (clause 5.2) within five Business Days of completion of an audit and delivery of an audit report.

10 TERMINATION

- 10.1 The Ministry for the Environment may terminate this Agreement at any time by giving at least 20 Business Days written notice to Te Rūnanga o Ngāti Whakaue ki Maketū.
- 10.2 This Agreement may be terminated by the Ministry for the Environment if Te Rūnanga o Ngāti Whakaue ki Maketū:
- a. has breached clause 3.1 of this Agreement; or
 - b. has not complied with clause 5.2 of this Agreement; or
 - c. ceases to continue in business, becomes bankrupt or insolvent, or is in receivership or liquidation; or
 - d. is the subject of an investigation for fraud or financial mismanagement by a government agency; or
 - e. is in debt to the Ministry for the Environment and is unable or unwilling to repay that debt within the timeframes prescribed by the Ministry for the Environment; or
 - f. is in breach of this Agreement and the breach has not been remedied Te Rūnanga o Ngāti Whakaue ki Maketū within 10 working days of the Ministry for the Environment notifying Te Rūnanga o Ngāti Whakaue ki Maketū of the breach, or the breach is not capable of being remedied; or
 - g. repeatedly fails to perform or comply with the terms of this Agreement.

Consequences of termination

- 10.3 If the Agreement is terminated under clause 10.2:

- h. The Ministry for the Environment may require Te Rūnanga o Ngāti Whakaue ki Maketū to repay all or part of the Grant to the Ministry for the Environment. The amount of the Grant to be repaid will be determined by the Ministry for the Environment calculated on a pro-rata basis over the remaining period of the Term.
- i. the amount to be repaid shall include any interest earned by Te Rūnanga o Ngāti Whakaue ki Maketū on the Grant.
- j. if the Grant or part of the Grant, becomes payable to the Ministry for the Environment, by Te Rūnanga o Ngāti Whakaue ki Maketū pursuant to clause 10.2, Te Rūnanga o Ngāti Whakaue ki Maketū must repay the Grant (or the amount determined by the Ministry for the Environment that is repayable) within 28 days of a demand made in writing by the Ministry for the Environment to Te Rūnanga o Ngāti Whakaue ki Maketū.

11 HEALTH AND SAFETY AT WORK ACT 2015

11.1 Te Rūnanga o Ngāti Whakaue ki Maketū shall:

- a. consult, cooperate and coordinate with the Ministry for the Environment, to the extent required by the Ministry for the Environment, and to ensure that the Ministry for the Environment and Te Rūnanga o Ngāti Whakaue ki Maketū will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement.
- b. provide the Ministry for the Environment with a copy of their health and safety policy and project specific health and safety plan; perform its, and ensure that its personnel perform their, obligations under this Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015.
- c. comply with all reasonable directions of the Ministry for the Environment relating to health and safety.
- d. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Ministry for the Environment to the extent that it relates to, or affects, this Agreement; and
- e. report to the Ministry for the Environment any other breach or notice under the Health and Safety at Work Act 2015 issued to Te Rūnanga o Ngāti Whakaue ki Maketū, regardless of whether that matter relates to this Agreement.

12 DISPUTES

- 12.1 If a dispute, disagreement, question, difference, or claim arises between the parties in connection to this Agreement or its subject matter (*Dispute*), either party may give the other written notice (*Dispute Notice*) requiring that the Dispute be determined in accordance with the dispute resolution process set out in Schedule A.

13 MINISTRY NOT LIABLE

- 13.1 The Ministry for the Environment will not be liable in contract, tort (including negligence) or otherwise to Te Rūnanga o Ngāti Whakaue ki Maketū or any other person for any direct or indirect damage, loss or cost whatsoever in relation to this Agreement and Te Rūnanga o Ngāti Whakaue ki Maketū carrying out the Project.

14 VARIATIONS AND MINOR CHANGES

- 14.1 Any Variation to this Agreement must be agreed by both parties, recorded in writing, and signed by authorised representatives of both parties.
- 14.2 A Minor Change to this Agreement may be agreed by the parties by way of email exchange between authorised representatives of both parties. A Minor Change means any change (including the reallocation of Grant from one Project Activity to another) and the change does not:
- a. result in a change in the project costs.
 - b. result in any change to a Project Activity which would be likely to prevent the project from achieving its Projects Objectives.
 - c. affect or affect the total Grant.
 - d. materially affect the Project Objectives.
 - e. affect or affect the Expiry Date; or
 - f. amend the terms of the Agreement.

(The changes listed in this clause 14.2 (a-f) being examples of Variations.)

15 FORCE MAJEURE

- 15.1 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 Agreement 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 its obligations under this Agreement for a period more than 30 calendar days, either party may terminate this Agreement by notice in writing with immediate effect.
 - d. If, after the commence date of this Agreement, the New Zealand Government imposes increased restrictions in response to the COVID-19 pandemic, because of which Te Rūnanga o Ngāti Whakaue ki Maketū obligations as contained in this Agreement are suspended or delayed, then the parties may agree to vary this Agreement in accordance clause 14.


16 GENERAL

- 16.1 The parties agree:
- a. This Agreement does not create a relationship between the parties of employer and employee, principal and agent, partners, or joint ventures.
 - b. Neither party will have the authority to act for, or incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement.

16.2 Te Rūnanga o Ngāti Whakaue ki Maketū shall does not sell, transfer, or assign any rights or obligations under this Agreement without Ministry for the Environment's prior written agreement.

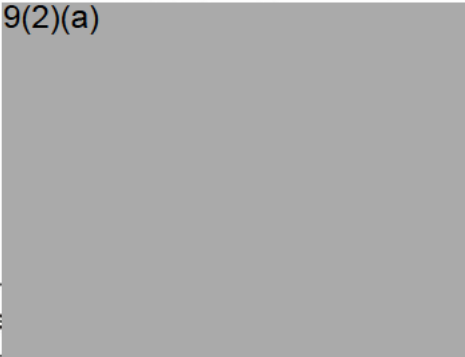
SIGNATURES


SIGNED for and on behalf of **The Sovereign in right of New Zealand** acting by and through the Secretary for the Environment by the person named below, being a person duly authorised to enter obligations on behalf of the **Ministry for the Environment**:



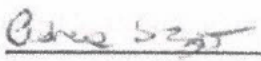
Name: Nadeine Dommissie
Position: Deputy Secretary
Date: 31/03/2022

SIGNED for and on behalf of the **Te Rūnanga o Ngāti Whakaue ki Maketū Incorporated** by the person named below, being a person duly authorised to enter obligations on behalf of **Te Rūnanga o Ngāti Whakaue ki Maketu Incorporated**:

9(2)(a) 


Name: 
Position: <i>Kaiwhakahaere</i>
Date: <i>8/04/2022</i>


Witnessed by:



Name: Andrea Szujo
Date: 31/03/2022

Witnessed by:

9(2)(a) 

Name: 9(2)(a) 
Date: <i>08/04/2022</i>

SCHEDULE A
DISPUTE RESOLUTION PROCESS

1. If any dispute arises out of or in connection with this Agreement, 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.
2. If a dispute is not settled in accordance with clause 1 of this Schedule 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 authority of the New Zealand courts.
3. 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.
4. Nothing contained in this Schedule A shall prevent either party, in an emergency, seeking any interim or interlocutory relief from the court.
5. 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.
6. Each party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.

**SCHEDULE B
REPORTING TEMPLATES**



1. Delivery of Activities: Building Capacity and Capability (to participate in and make decisions for freshwater management)

Outcome	Activities	Participants	Why these activities were selected	Progress update
<i>Include the relevant outcome identified in your proposal</i>	<i>The activity you have progressed with or completed to achieve outcomes</i>	<i>Number of participants</i>	<i>How these activities will enable participation in local authorities' freshwater management decision-making processes and monitoring and preparation of policy statements and plans.</i>	<i>Summary of progress towards achieving the outcome over the past quarter.</i>

2. Participant Details

Age Group	Gender	Ethnicity	Mana Whakahaere Role	Participant feedback on activities
<i>E.g. 30-35</i>	<i>E.g. F/M/Other</i>	<i>E.g. Māori/Pākehā</i>	<i>Influencer (participating in freshwater management decision-making), Technician (providing technical expertise), Other (what?)</i>	



3. Capacity and Capability Outcomes

Expected Short-Term Outcomes	How our activities have contributed to this
Tangata whenua can confidently articulate their aspirations and needs	
Tangata whenua can confidently articulate how issues could be addressed and aspirations realised	
Tangata whenua can confidently articulate who can contribute (to addressing issues and realising aspirations), and how	
Tangata whenua can confidently articulate how impacts can be measured	
Tangata whenua have experience of what works and doesn't work in restoring and preserving freshwater	

4. Jobs For Nature Reporting

Employment and Training Specific Outcomes				
Focus Area	Metric	Year target	Progress this quarter	Total progress this year
Employment	Number of people-hours worked in each reporting period ¹			
	Number of people currently employed on the final day of reporting period ²			
	Number of employment starts in each reporting period ³			
Training	Number of people who undertook formal training in each reporting period			
	Number of people who completed training, i.e. gained a NZQA credit during each reporting period			
	Number of NZQA credits gained during the period			
	Number of iwi-led training / wānanga			

¹ Total number of hours worked by all individuals employed in job creation initiatives in the reporting period.

² The number of people employed in jobs funded by a job creation programme, where a job is an employer/employee match (including self-employment matches). People are counted on the final reporting day whether they work full-time or part-time. Casual employees are included as are self-employed people contracted by an employer funded by a job creation programme.

³ Employment Starts is the number of employees (including all employment types, contractors and self-employed people) funded by a job creation programme who have joined the employer in the reporting period.



5. Management Learnings

What worked well and why?	
What didn't work well and why?	
What changes and/or improvements will you make in the future (and/or recommend that others adopt)?	



6. Financial Management

Activity	Cost Item	Period (Budgeted)	Period (Actual)	Reason for variance	Action to address variance
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
<i>Add more rows as needed</i>		\$	\$		
Total		\$	\$		





7. Risk Management

List the status of any risks currently affecting the project and what is being done to manage or mitigate these (for example, activities not completed by the expected time, lack of resource commitment, stakeholders changing requirements after the project has started, health and safety matters).

Risk	Management/Mitigation <i>Describe the process you will use to minimise and manage the risk</i>



8. Progress Report Declaration

Declaration

As a duly authorised representative of the organisation:

I declare that to the best of my knowledge, the information contained in all sections of this Quarterly Report, or supplied in support of our quarterly report, is complete, true and correct.

I declare that I have the authority to sign this Quarterly Report and to provide this information.

I confirm that all costs incurred are directly attributable to the delivery of the agreed Milestones.

I understand that information presented to the Minister for the Environment and Ministry for the Environment is subject to disclosure under the Official Information Act 1982.

Name

Position

Signature

By typing your name in the space provided you are electronically signing this Quarterly Report.

Date



Official information and privacy

Official Information Act 1982

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

Information held by the Minister or 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. If an OIA request relating to your application is received, the Ministry will endeavour to contact you to discuss it, and what the implications of releasing your information are.

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

Privacy Act 2020

Important: The Ministry for the Environment (Environment House, 23 Kate Sheppard Place, Wellington 6011) may collect, use, hold or disclose personal information for the purpose of assessing eligibility and suitability for Freshwater Improvement Fund funding. Individuals have the right in accordance with the Privacy Act 2020 to request access to and correction of their personal information. While the provision of personal information is not mandatory, failure to provide requested information could lead to a delay in considering the application or a decline of the same.

Te Mana o Te Wai Fund Final Project Report (Insert date)

Organisation:	(Insert your organisation's name)
Project name:	(Insert project name)
Funding Agreement Number:	(Insert funding agreement number)
Date of report:	(Insert date)

1. Delivery of Activities: Building Capacity and Capability (to participate in and make decisions for freshwater management)

Outcome	Activities	Participants (in last quarter)	Total Participants (project life)	Final progress update
<i>Include the relevant outcome identified in your proposal</i>	<i>The activity you have progressed with or completed to achieve outcomes</i>	<i>Number of participants in the final quarter of your project</i>	<i>Number of participants across the life of your project</i>	<i>Summary of progress towards achieving the outcome over the life of the project</i>

2. Participant Details

Age Group	Gender	Ethnicity	Mana Whakahaere Role	Participant feedback on activities
<i>E.g. 30-35</i>	<i>E.g. F/M/Other</i>	<i>E.g. Māori/Pākehā</i>	<i>Influencer (participating in freshwater management decision-making), Technician (providing technical expertise), Other (what?)</i>	

3. Capacity and Capability Outcomes

Expected Short-Term Outcomes	How our activities have contributed to this
Tangata whenua can confidently articulate their aspirations and needs	
Tangata whenua can confidently articulate how issues could be addressed and aspirations realised	
Tangata whenua can confidently articulate who can contribute (to addressing issues and realising aspirations), and how	
Tangata whenua can confidently articulate how impacts can be measured	
Tangata whenua have experience of what works and doesn't work in restoring and preserving freshwater	

4. Jobs for Nature Reporting

Employment and Training Specific Outcomes				
Focus Area	Metric	Year target	Progress this quarter	Total progress this year
Employment	Number of people-hours worked in each reporting period ⁴			
	Number of people currently employed on the final day of reporting period ⁵			
	Number of employment starts in each reporting period ⁶			
Training	Number of people who undertook formal training in each reporting period			
	Number of people who completed training, i.e. gained a NZQA credit during each reporting period			
	Number of NZQA credits gained during the period			
	Number of iwi-led training / wānanga			

⁴ Total number of hours worked by all individuals employed in job creation initiatives in the reporting period.

⁵ The number of people employed in jobs funded by a job creation programme, where a job is an employer/employee match (including self-employment matches). People are counted on the final reporting day whether they work full-time or part-time. Casual employees are included as are self-employed people contracted by an employer funded by a job creation programme.

⁶ Employment Starts is the number of employees (including all employment types, contractors and self-employed people) funded by a job creation programme who have joined the employer in the reporting period.



5. Management Learnings

What worked well and why?	
What didn't work well and why?	
What changes and/or improvements will you make in the future (and/or recommend that others adopt)?	
What have you learnt about your future development and/or the sustainability of your activities?	

6. Financial Management

Activity	Cost Item	Total (Budgeted)	Total (Actual)	Reason for Variance
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
<i>Add more rows as needed</i>		\$	\$	
Total:		\$	\$	

What worked well and why?	
What didn't work well and why?	
What changes and/or improvements will you make in the future (and/or recommend that others adopt)?	

7. Final Project Report Declaration

Declaration

As a duly authorised representative of the organisation:

I declare that to the best of my knowledge, the information contained in all sections of this Final Project Report, or supplied in support of our final project report, is complete, true and correct.

I declare that I have the authority to sign this Final Project Report and to provide this information.

I confirm that all costs incurred are directly attributable to the delivery of the agreed Milestones.

I understand that information presented to the Minister for the Environment and Ministry for the Environment is subject to disclosure under the Official Information Act 1982.

Name

--

Position

--

Signature

By typing your name in the space provided you are electronically signing this Final Project Report.

--

Date

--



Official information and privacy

Official Information Act 1982

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

Information held by the Minister or 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. If an OIA request relating to your application is received, the Ministry will endeavour to contact you to discuss it, and what the implications of releasing your information are.

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

Privacy Act 2020

Important: The Ministry for the Environment (Environment House, 23 Kate Sheppard Place, Wellington 6011) may collect, use, hold or disclose personal information for the purpose of assessing eligibility and suitability for Freshwater Improvement Fund funding. Individuals have the right in accordance with the Privacy Act 2020 to request access to and correction of their personal information. While the provision of personal information is not mandatory, failure to provide requested information could lead to a delay in considering the application or a decline of the same.