

<b>MINISTER FOR THE ENVIRONMENT</b>
<b>DEED OF FUNDING</b>

Administered for the Minister by



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

<b>RECIPIENT</b>		
<b>PURPOSE OF GRANT</b>		
<b>DEED NUMBER</b>		
<b>DURATION</b>	Start date: Completion date:	
<b>RECIPIENT CONTACT DETAILS</b>	Full legal name: Trading name: (if different) Full address:	
	<b>MAIN CONTACT PERSON</b>	<b>BACKUP CONTACT PERSON</b>
	Name:  Title:  Phone:  Mobile:  Fax:  Email:	Name:  Title:  Phone:  Mobile:  Fax:  Email:

<b>MINISTER FOR THE ENVIRONMENT DETAILS</b>	<b>MAIN CONTACT PERSON</b>	<b>BACKUP CONTACT PERSON</b>
	<b>Name:</b> <b>Title:</b> <b>Phone:</b> +64 4 439 <b>Mobile:</b> <b>Fax:</b> +64 4 439 <b>Email:</b> @mfe.govt.nz	<b>Name:</b> <b>Title:</b> <b>Phone:</b> +64 4 439 <b>Mobile:</b> <b>Fax:</b> +64 4 439 <b>Email:</b> @mfe.govt.nz
	<b>Main address for written/general correspondence to the Minister</b>	<b>Location:</b> Ministry for the Environment Environment House 23 Kate Sheppard Place Wellington  <b>PO Box:</b> P O Box 10362  <b>City/Town:</b> Wellington

<b>PURPOSE FOR WHICH GRANT PROVIDED</b>	<b>MINISTER'S OBJECTIVES/REQUIREMENTS</b>
	The grant provided is in the nature of a contribution towards the costs associated.
	<b>CONDITIONS OF GRANT</b>
	The grant must not be used for any purpose other than that described above.  The Recipient must comply with all its obligations set out in this deed.
<b>Special Provisions</b>	
<b>These Special Provisions are in addition to the General Provisions and prevail over the General Provisions in the event of any inconsistency.</b>	

<b>TOTAL OF GRANT</b>	<b>\$ plus GST (if any)</b>
<b>WHEN PAYMENTS ARE TO BE MADE BY MINISTER TO RECIPIENT</b>	To be discussed with the recipient.

<b>GENERAL PROVISIONS</b>	
<p><b>These provisions apply between HER MAJESTY THE QUEEN in right of New Zealand, acting by and through the Minister for the Environment ('Minister', 'Ministry' or 'Crown') and the Recipient. If any other provision is to apply or prevail it must be agreed to in writing by the Minister and be attached to this document</b></p>	
<ol style="list-style-type: none"> <li>1. <b>Force Majeure:</b> Neither party will be liable to the other for any failure or delay in performance of this deed due to any circumstance reasonably beyond the control of the affected party.</li> <li>2. <b>Disputes:</b> If a party believes that there is a dispute concerning this deed, that party will promptly notify the other parties giving details of the dispute, and all parties will attempt in good faith to resolve the dispute. If the dispute is not resolved by the main contact person for each party within 5 working days of notification of the dispute, it will be immediately referred to senior representatives of the parties. If they do not resolve the dispute within a further 10 working days, it will be submitted to arbitration. The arbitration will be take place in Wellington if requested by the Minister.</li> <li>3. <b>Interpretation:</b> Unless specifically otherwise stated, in this deed: <ol style="list-style-type: none"> <li>(a) 'Minister' includes the Ministry for the Environment</li> <li>(b) no executive or prerogative power or right, or any immunity, of the Crown is affected by this deed</li> <li>(c) 'including' and similar words do not imply any limitation</li> <li>(d) headings are to be ignored</li> <li>(e) amounts are in NZ\$ and exclude GST (if any)</li> <li>(f) references to a party or a person includes any form of entity and their respective successors, assigns and representatives</li> <li>(g) time is of the essence.</li> </ol> </li> <li>4. <b>Notices:</b> Any notice shall be in writing and addressed to the main contact person of the other parties.</li> <li>5. <b>Entire Agreement:</b> This deed including any attachments contains everything the parties have agreed on in relation to the matters it deals with. 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, before this deed was executed, save as permitted by law.</li> <li>6. <b>Variation:</b> No variation of this deed will be of any force or effect unless it is in writing and signed by the parties to the contract.</li> <li>7. <b>Governing Law and Jurisdiction:</b> This deed is governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.</li> <li>8. <b>Severability:</b> If any part of this deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any part of this deed is illegal, unenforceable or invalid, that part is to be treated as removed from this deed, but the rest of this deed is not affected.</li> <li>9. <b>Survival:</b> Clauses 6, 7, 9, 11 and 12 of the Recipient's Obligations and any other clauses of this deed intended to survive, will survive and continue in force after expiry or termination of this deed.</li> </ol>	

## RECIPIENT'S OBLIGATIONS

The Recipient:

1. **Keep the Minister informed:** must keep the Minister informed about progress, including about delays or problems as these may in turn cause problems for the Minister;
2. **Sourcing:** is responsible for efficiently and economically sourcing and providing everything the Recipient needs to organise and operate the Conference (Services) at the Recipient's risk and cost;
3. **Standards/quality assurance:** will perform the Conference with due skill, care and diligence and will have and comply with appropriate standards and quality assurance systems. If a standard is not specified, then it will be the best standard in the applicable profession or industry. The Minister's representatives may observe and review anything being done by the Recipient in relation to the Conference and have access to relevant property at all reasonable times for this purpose.
4. **Personnel:** will –
  - (a) perform the Conference using only appropriately trained, qualified, experienced and supervised personnel
  - (b) end the involvement with the Conference of any of the Recipient's personnel to the extent reasonably requested by the Minister (eg, due to security or misconduct reasons);
5. **Compliance with laws/authorisations:** will ensure the Conference comply with all New Zealand, and each relevant jurisdiction's, laws, codes and standards and is responsible for ensuring that every necessary and prudent authorisation is obtained to ensure that the Recipient can perform the Conference;
6. **Confidentiality:** must keep confidential and secure any information of the Minister which would reasonably be expected to be commercially sensitive or confidential. No disclosures or use of that information by the Recipient is allowed without the Minister's prior written consent. The Recipient will not advertise that it supplies goods or services to the Minister without the Minister's consent;
7. **Maintain records:** will produce and maintain records to the extent and in a form which enables prompt and accurate verification of a matter in relation to this deed;
8. **No assignment:** must not assign any benefit or burden of this deed;
9. **Official information requests:** will immediately transfer to the Minister any request received by it for information under the Official Information Act 1982 in relation to this deed and advise the person requesting the information of such transfer;
10. **Minister not liable:** accepts that the Minister will not be liable (in contract or tort, including negligence) to the Recipient for any damage, loss or cost in relation to this deed, except in relation to any failure by the Minister to pay the Grant as required by this deed;
11. **Relationship/authority limited:** accepts that the Recipient does not have the Minister's authority to say or do anything on the Minister's behalf except to the extent authorised in writing by the Minister in each case.
12. **Full Funding:** confirms that it will use its best endeavours to obtain full funding for the Conference and will not require any further funding from the Minister in order to provide the Conference.

## MINISTER'S OBLIGATIONS/RIGHTS

The Minister:

1. **Payment:** will pay to the Recipient the amount of the grant subject to the Recipient's compliance with the terms of this deed;
2. **Non-compliance remedies:** without prejudice to any legal remedy available to the Minister, the Minister may:
  - (a) recover any money paid or;
  - (b) suspend or cancel (in whole or in part) this deed by written notice to the Recipient;**if:**
  - (c) the Recipient breaches, or fails to properly or promptly perform, any of the Recipient's obligations and fails to remedy the situation to the Minister's satisfaction within 5 working days after notice from the Minister of the breach or failure;
  - (d) any direct or indirect change of ownership or control of the Recipient occurs which, in the reasonable opinion of the Minister, reduces the Recipient's ability to perform its obligations under this deed.
3. **Termination by notice:** may terminate this contract at any time by giving the Recipient at least one month's written notice.

