

# Waste Minimisation Fund DEED OF FUNDING



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

PART A: PROJECT AND PARTIES	
<b>DEED OF FUNDING</b>	<p>The Recipient has applied and been approved for a funding grant from the 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"> <li>1. Part A: Project and Parties</li> <li>2. Part B: Special Terms</li> <li>3. Part C: General Terms</li> <li>4. Any Schedules and Annexures attached to this Deed or incorporated by reference.</li> </ol>
<b>PROJECT NAME</b>	
<b>DEED NUMBER</b>	[generated by MfE]
<b>DURATION</b>	<b>Commencement Date:</b> [            ] or the date this deed is executed; whichever is later.
	<b>Expiry Date:</b> The date that is <b>one / two / three</b> calendar years after the Commencement Date.
<b>PROJECT PURPOSE</b>	<p>The purpose for which the grant is provided is:</p> <p><i>[Insert concise description of the project – e.g. ‘The purpose of this grant is to provide funding to [the Recipient] for their delivery of [insert concise description of the project] as more particularly described below].</i></p>
<b>SUMMARY OF KEY PROJECT REQUIREMENTS</b>	<p><b>Option 1:</b> The Project Plan for the Project is attached as Annexure 1. The summary of key requirements: the Project milestones, activities and deliverables are set out in the Milestone Table of the Project Plan.</p>

	<p><b>OR</b></p> <p><b>Option 2:</b> 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 and/or 3 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>	
<b>PARTIES</b>		
<b>MINISTRY</b>	<b>THE SOVEREIGN</b> in right of New Zealand, acting by and through the <b>Secretary for the Environment</b>	
<b>RECIPIENT</b>	Full legal name:	
	Trading name (if different):	
<b>RECIPIENT CONTACT DETAILS</b>	Postal address:	
	Physical address:	
	<b>MAIN CONTACT PERSON</b>	<b>BACKUP CONTACT PERSON</b>
	Name:	Name:
Title:	Title:	
Phone:	Phone:	
Mobile:	Mobile:	
Email:	Email:	
<b>MINISTRY FOR THE ENVIRONMENT DETAILS</b>	<b>MAIN CONTACT PERSON</b>	<b>BACKUP CONTACT PERSON</b>
	Name:	Name:
	Title:	Title:
	Phone: +64	Phone: +64
	Email:	Email:
<b>Address:</b> Environment House, 23 Kate Sheppard Place, Wellington 6011 PO Box 10362 Wellington 6143		

**PART B SPECIAL TERMS**

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

- (b) the Project is not completed by the Expiry Date; or
- (c) the Project is not completed by and claims for payment (and any required supporting documentation) are not given to the Ministry by the end of the Financial Year in which the Expiry Date falls.

2.8 **Public statements:** The Recipient shall ensure no public statement is made by or on behalf of the Recipient (or any Sub-Recipient) relating to the commencement of this Deed, the Grant or the Project before such a statement is made by the Ministry or Minister.

### Section 3: General Terms and Conditions

- 3.1 **Entire Agreement:** This Deed (including the Project Plan and attachments) contains everything the Parties have agreed on in relation to the Grant. In the event of any conflict, the terms of Parts A-C of this Deed shall prevail. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, save as permitted by law.
- 3.2 **Variation:** This Deed may only be varied by agreement in writing and signed and delivered as a deed by the duly authorised representatives of the Parties.
- 3.3 **Severability:** If any term of this Deed becomes or is declared by any court to be invalid or unenforceable in any way:
- (a) such invalidity or unenforceability shall in no way impair or affect the remainder of the Deed which will remain in full force and effect; and
  - (b) the invalid or unenforceable term will be replaced with a provision which as far as possible accomplishes the original purpose of the term.
- 3.4 **Waiver:** Any delay or failure by either Party at any time to exercise (in whole or in part) any right or remedy under this Deed shall not be construed as a waiver of any such right or remedy and shall not affect the validity of the Deed (in whole or in part). No waiver shall be effective unless it is expressly stated in writing to be a waiver and communicated to the other Party in writing. Any waiver will not constitute a waiver of any subsequent exercise of the same right or remedy in the future.
- 3.5 **Governing Law and Jurisdiction:** This Deed is governed by the law of New Zealand and the Parties submit to the exclusive jurisdiction of New Zealand's courts.
- 3.6 **Dispute Resolution Procedure:**
- (a) If any dispute arises out of or in connection with this Deed, the main contact persons of each Party shall use all reasonable endeavours to resolve it as promptly as possible within 15 Working Days of a Party notifying the other Party of the dispute ("Date of Notification"). Subject to such persons having met at least twice, either Party may at any time formally refer such dispute to their respective Chief Executives (or equivalent) for resolution within 10 Working Days of the date of referral.
  - (b) If a dispute is not settled in accordance with clause 3.6(a), either Party may refer the dispute to:
    - (i) mediation or some other form of alternative dispute resolution ("Mediation") conducted in New Zealand and governed by New Zealand law; or
    - (ii) the jurisdiction of the New Zealand courts.
  - (c) If the Parties do not agree within 5 Working Days of reference of the dispute to Mediation (or such other period as agreed by the Parties in writing):
    - (i) the resolution of the dispute;
    - (ii) the mediation procedures to be adopted;
    - (iii) the timetable for all steps in those procedures; and
    - (iv) the selection and compensation of the independent person required for the Mediation,
 then the Parties shall mediate the dispute per the mediation rules of the Arbitrators' and Mediators' Institute of New Zealand Inc ("AMINZ") and the Chair of AMINZ (or his or her nominee) shall select the mediator and determine the mediator's remuneration. The Parties shall make all reasonable efforts to resolve the dispute by Mediation within 3 months (or such other period as agreed by the Parties in writing) from the Date of Notification. If the dispute is not resolved by Mediation within such period, the Parties may seek any other remedies available to them.
  - (d) Nothing contained in this clause 3.6 shall prevent either Party, in an emergency, seeking any interim or interlocutory relief from the court.

- (e) Except in respect of Mediation (the costs of which shall be paid as set out above), each Party shall pay their own costs for resolving any dispute.

**3.7 Intellectual Property Rights:**

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

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

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

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

**3.11 Notices:** Any notice given under or pursuant to this Deed shall be in writing and signed by an authorised person and may be delivered personally by hand, post 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 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), 5.5 (Recovery of Grant), 5.8 (Ministry Not



Liable), Schedule 2 (Printed Publications), Schedule 3 (Audit), Schedule 4 (Capital Assets), Schedule 5 (Multiyear Project), this clause and any other clauses of this Deed which by their nature are intended to survive expiry or termination of this Deed.

## Section 4: Recipient's Rights and Obligations

- 4.1 **Project Delivery:** The Recipient must carry out the Project and complete the Deliverables in accordance with the Project Plan, the terms and conditions of the Deed and to the Ministry's reasonable satisfaction. In particular the Recipient shall:
- (a) promptly and efficiently carry out the Project with due skill, care and diligence in accordance with generally accepted standards of the Recipient's profession(s) or industry;
  - (b) achieve successful, timely completion of the Milestones and Deliverables on or before their due date;
  - (c) give the Project appropriate priority over other activities and not divert resources away from the Project which may cause delays in its completion;
  - (d) efficiently and economically source and provide everything the Recipient needs to undertake the Project at the Recipient's risk and cost;
  - (e) comply with all New Zealand, and each relevant jurisdiction's, laws, codes and standards and all applicable international conventions;
  - (f) without limiting the generality of clause 4.1(e), comply at all times with the requirements and provisions of the Hazardous Substances and New Organisms Act 1996 (HSNO Act), Resource Management Act 1991 (RMA) and the Health and Safety 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 (Printed Publications) and/or with any requirements that the Ministry may specify.
- 4.6 **Publications:** The Recipient shall comply with the requirements detailed in Schedule 2 (Printed Publications) in respect of any publication arising from this Deed or the Grant.
- 4.7 **Project Information:** The Recipient shall make information about the Project (particularly outcomes) freely available to any person who wishes to use it for any non-profit purpose. The Recipient shall state in each publication (in any form) which results from the Project that the use and copying of the information for non-profit purposes is welcomed and allowed.
- 4.8 **Post-Project review:** The Recipient agrees that following the expiry or termination of this Deed, it shall provide access to its personnel and make information available as reasonably required by the Ministry for the purposes of reviewing the Project and/or the Fund.
- 4.9 **Invoices:** Upon completion of each Milestone the Recipient will promptly provide the Ministry with a correct tax invoice for the successful provision of that Milestone (including all relevant Deliverables), priced in accordance with the Project Plan and this Deed. All invoices must quote this Deed's deed number.
- 4.10 **Allow Access:** The Recipient agrees that upon the Ministry's request it shall provide, at all reasonable times and upon reasonable notice, access to their premises, personnel and records (physical files and electronic) for the purpose of audit and verification of work undertaken, use of the Grant and other reasonable purposes in connection with this Deed in accordance with clause 5.3 and Schedule 3 (Audit). The Recipient shall ensure that the Ministry has the same rights of access in respect of any Sub-Recipient.
- 4.11 **Confidentiality:** The Recipient must keep confidential and secure all information disclosed by the Ministry in connection with the negotiation or performance of this Deed, including the terms of this Deed (collectively "Confidential Information"). The Recipient must not disclose any Confidential Information except:
- (a) with the Ministry's prior written consent;
  - (b) as necessary to fulfil the Recipient's obligations in this Deed;
  - (c) to the extent the Confidential Information is in the public domain (other than through a breach by the Recipient of its obligations in this clause); or
  - (d) as otherwise required by law.
- 4.12 **Recordkeeping:** The Recipient shall keep accounts (to Generally Accepted Accounting Practice standards) and other records, and have a system acceptable to the Ministry, which enables prompt and accurate verification of any matter in relation to the Project, particularly about how the Grant has been or will be used, and what expenditure by item has been incurred. Records must be retained and available for review, audit, copying and use by the Ministry's representatives at any time during, and for at least 7 years after the Expiry Date.
- 4.13 **Official Information Requests:** The Recipient shall immediately transfer to the Ministry any request received by it for information under the Official Information Act 1982 in relation to this Deed and shall advise the person requesting the information of such transfer. The Ministry and the Minister may be required to disclose information that either hold in accordance with the Official Information Act. One category of information that may not be required to be disclosed is commercially sensitive information. To assist the Ministry to assess information it holds for the purposes of the Official Information Act, the Recipient shall mark clearly all commercially sensitive information as commercially sensitive when the Recipient provides that information to the Ministry.
- 4.14 **Reputations:** The Recipient shall not knowingly or recklessly, do permit or omit, to do anything that may attract adverse publicity or damage the reputation of the Fund, the Minister, the Ministry or the New Zealand Government.

4.15 **Third Party Intellectual Property Rights:** The Recipient:

- (a) warrants that it has a legal entitlement to use the Intellectual Property provided as part of the Deliverables and that providing the Deliverables does not infringe the Intellectual Property of any third party; and
- (b) indemnifies the Ministry against any claim arising from the Recipient's infringement or alleged infringement of any third party's Intellectual Property or the Ministry's claim of Intellectual Property developed under or in connection with this Deed.

4.16 **Representations and Warranties:** The Recipient represents and warrants to the Ministry that:

- (a) it has full power and authority to enter into and perform this Deed and this Deed has been executed by a duly authorised representative of the Recipient;
- (b) all information, documents and accounts of the Recipient submitted to the Ministry for its appraisal of the Project for the purposes of this Deed are true and accurate and no change has occurred since the date on which such information was supplied which renders the same untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operations or prospects of the Recipient since such information was provided; and
- (c) the Recipient has disclosed to the Ministry all information which would or might reasonably be thought to influence the Ministry in awarding the Grant to the Recipient or the amount thereof.

4.17 **Assignment:**

- (a) The Recipient's rights to the Grant pursuant to this Deed are exclusive to the Recipient and the Recipient must not assign or otherwise transfer any benefit or burden of this Deed. Any transfer of shares, or any other arrangement affecting the Recipient which results in a change in the effective control of the Recipient, through whatever means, will be deemed to be an assignment of this Deed, requiring the prior approval in writing of the Ministry. No assignment releases or discharges the assignor from any obligation under this Deed.
- (b) The assignment by the Recipient of any of its rights or obligations under this Deed in whole or in part will not relieve the Recipient in any form whatsoever from its responsibility for due performance of this Deed in accordance with its terms.

4.18 **Subcontracting:** 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 acts and omissions of all Sub-Recipients and/or the work and acts 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 4.23) 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 have been completed to the Ministry's reasonable satisfaction. Sufficient evidence of the costs incurred by the Recipient in undertaking the Project, requested by the Ministry from time to time, shall be provided promptly upon the Ministry's request.
- 5.3 **Project Review:** The Ministry may, in accordance with clause 4.10 (Allow Access), observe and inspect anything at any time in relation to the Project and for the purposes of audit in accordance with Schedule 3 (Audit).
- 5.4 **Ministry Publicity:** The Ministry may disclose (including via the Ministry's website on the Internet) any information in relation to the Project to anyone at any time. However, the Ministry shall not publicly disclose information that is deemed by the Ministry to be commercially sensitive except:
- (a) with the Recipient's prior written consent;
  - (b) as necessary to fulfil the Ministry's obligations in this Deed;
  - (c) to the extent the information is in the public domain (other than through a breach by the Ministry of its obligations in this clause);
  - (d) as otherwise required by law, including the Ministry's obligations under the Official Information Act 1982, the Privacy Act 1993 and any other legislation or regulations relevant to its operations

and nothing in this agreement applies to any disclosure required under any such legislation or regulations; or

- (e) as required to fulfil the Minister's obligation to answer questions in Parliament.

**5.5 Recovery of Grant:**

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

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

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

then the Ministry may:

- (i) withhold any payment otherwise due to the Recipient until the matter is resolved to the Ministry's reasonable satisfaction; and/or

- (j) suspend or terminate (in whole or in part) this Deed by written notice to the Recipient with immediate effect.
- 5.7 **Termination by Notice:** The Ministry may terminate this Deed at any time by giving the Recipient at least one month's written notice.
- 5.8 **Ministry Not Liable:** The Ministry will not be liable in contract, tort (including negligence) or otherwise to the Recipient or any other person for any direct or indirect damage, loss or cost whatsoever in relation to this Deed and the Recipient carrying out the Project.
- 5.9 **No Retrospective Costs:** The Ministry will not be liable for any costs or liabilities incurred by the Recipient prior to the Commencement Date.

## SCHEDULE 1: EXPENSE POLICY

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

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

### **Air Travel**

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

### **Travel expenses**

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

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

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

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

### **Accommodation**

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

### **Taxis/parking**

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

### **Phone calls**

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

### **Mini-bar**

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

### **Use of private motor vehicle**

The Recipient may use a private vehicle for business relating to the Project. Mileage may be claimed at 74 cents per km, as per the 'Mileage rates for employee reimbursement and self-employed people' on the Inland Revenue website. Where travel is undertaken in a personal vehicle, the assumption is that the individual travelling is principally responsible for insurance coverage. The Ministry will not be liable for any costs incurred in the event of an accident under these circumstances.

## SCHEDULE 2: PRINTED PUBLICATIONS

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

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

### **Acknowledgments**

All publications must acknowledge that financial support has been received from **“the 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. For more information on environmentally sound printing see the Ministry’s guide to sustainable printing, *FutureProof: A guide to sustainable publishing*, on our website at: [www.mfe.govt.nz/publications/sus-dev/publishing-nov04/index.html](http://www.mfe.govt.nz/publications/sus-dev/publishing-nov04/index.html)

### **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.

Some elements of the Guidelines are not applicable to non-government agency websites, but particular attention should be paid to section 6 “Delivering content” and section 7.4 “Forms” of the New Zealand Government Web Guidelines version 2.1 (see [www.e-government.govt.nz/web-guidelines/](http://www.e-government.govt.nz/web-guidelines/)).

Other aspects of the New Zealand Government Web Guidelines should be considered and followed where applicable and practical.

### **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 8:00am and 5:00pm on Working Days.

### **Audit report**

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

### **Cost of audit**

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

## SCHEDULE 4: CAPITAL ASSETS

### 1. Asset Register

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

### 2. Additional Terms and Conditions

- 2.1 All Capital Assets will be and remain the property of the Recipient and will at all times be at the risk of the Recipient. The Recipient will bear the risk of any loss, theft, damage or destruction of any Capital Assets and if Capital Assets require repair or replacement, the Recipient will bear the cost of such repair or replacement.
- 2.2 The Recipient will maintain an up to date register of Capital Assets in the form set out in section 1 of this Schedule 4. Any changes to the register shall be made in accordance with this Deed and promptly notified to the Ministry in writing.
- 2.3 In consideration of the Ministry consenting to the application of all or part of the Grant to pay for Capital Costs, the Recipient agrees that, during the Restriction Period, the Recipient's ability to deal with Capital Assets shall be restricted as set out in sections 2.4 to 2.9 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 section 1.4 of this Schedule 5, pay funding to the Recipient for each Financial Year as set out below.

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

The lesser of:

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

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

The lesser of:

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

#### **Financial Year 3 ("FY3")**

The lesser of:

- (a) the total 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 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 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**

**EXECUTION**

**SIGNED** as a deed on: \_\_\_\_\_ 201\_

*[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 [name], [role],  
[team] on behalf of the **Ministry for the Environment**

\_\_\_\_\_  
Signature

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

**Signed and delivered** as a deed by [Recipient]  
Limited

in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
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.]*

<b>EXECUTION</b>
------------------

**SIGNED** as a deed on: \_\_\_\_\_ 201\_

*[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 [name], [role],  
[team] on behalf of the **Ministry for the Environment**

\_\_\_\_\_  
Signature

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

**Signed and delivered** as a deed on behalf of  
[Recipient]  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Print Full Name  
(For a Local Authority specify Description  
Director/Authorised Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name  
(For a Local Authority specify Description  
Director/ Authorised Signatory)

*[Under the Local Government Act 2002, a Local Authority is a "body corporate" (section 12). The Property Law Act 2002 section 9(3)-(4) sets out the requirements for a body corporate to sign a Deed: This document must be executed in accordance with the enactment forming the Regional Council, District Council or any Constitution for that entity, or otherwise by two directors.]*

<b>EXECUTION</b>
------------------

**SIGNED** as a deed on: \_\_\_\_\_ 201\_

*[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 [name], [role],  
[team] on behalf of the **Ministry for the Environment**

\_\_\_\_\_  
Signature

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

**Signed and delivered** as a deed pursuant to the  
Incorporated Societies Act 1908 by affixing the  
common seal of [Recipient] Incorporated in the  
presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name  
(Person authorised to affix common seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name  
(Person authorised to affix common seal)

**Affix common seal**

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



**EXECUTION**

**SIGNED** as a deed on: \_\_\_\_\_ 201\_

*[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 **[name], [role], [team]** on behalf of the **Ministry for the Environment**

\_\_\_\_\_  
Signature

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

**Signed and delivered** as a deed pursuant to the Charitable Trusts Act 1957 by affixing the common seal of **[Recipient] Charitable Trust** in the presence of:

\_\_\_\_\_  
Signature of Trustee authorised to affix common seal

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature of Trustee authorised to affix common seal

\_\_\_\_\_  
Print Full Name

**Affix common seal**

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