

14 August 2025

File Ref: OIA 50484

Tēnā koe 

Official Information Act request

Thank you for your information request dated 17 July 2025. Your request has been considered in accordance with the Official Information Act 1982 (the Act). Your questions and our responses are as follows:

“Official Information Act Request – Funding Allocation under “Te Ringa Hāpai 013 (2022)”

I am writing to request the following information under the Official Information Act 1982”:

1. ***“The name of the recipient organisation or contracting party that received the \$1.765 million in funding referred to in the internal TPK document titled Assessment of Funding Proposal – Te Ara Tipuna (Document 10), where it is recorded as:***
“Te Ringa Hāpai 013 (2022) \$1.765M to undertake initial consents process work and develop a model/exemplar section of the proposed Te Ara Tipuna in Ruatōria.”

The recipient was Te Rūnanganui o Ngāti Porou Trustee Ltd. As previously advised, Te Puni Kōkiri publishes annual lists of investment recipients [here](#). Please note the funding amount was varied and the final amount was \$1,861, 622 (as noted in the published list).

The timeframe for the project was also extended several times due to the impact of Cyclone Gabrielle and other factors.

2. ***“A copy of the funding agreement or contract relating to this funding allocation (contract number or code “Te Ringa Hāpai 013” if applicable)”.***

Two documents have been identified as being within the scope of this part of your request. The documents and my decisions with regard to the release of the information are set out in the table attached as Appendix A.

Some information has been withheld in accordance with the Act on the following grounds:

- Section 9(2)(a) to protect the privacy of natural persons.

In making the decision to withhold information, I have considered the public interest considerations in section 9(1) of the Act.

3. ***“A breakdown of:***

- *The work delivered or milestones associated with this funding;”*

The funding agreement and the variation (Documents 1 and 2 in Appendix A) set out the work to be delivered/milestones.

- *“The parties or subcontractors engaged using this funding;”*

We are aware of the following sub-contractors, however this list may not be exhaustive.

- Civil Project Solutions
- Clark Structural Engineering
- HRM & Associates
- Initia
- InSitu Heritage
- Isthmus
- Kuru Contracting Ltd
- Rau Tipu Rau Ora & Health Families East Cape
- Rua Model
- Sport Tairāwhiti
- The Planning Collective
- Urban Connections
- 4D Environmental.

- *“Any secondees from Te Puni Kōkiri involved in the delivery of this funding and their roles”.*

Te Puni Kōkiri undertook to provide one full time employee to work on the project. I am withholding the Te Puni Kōkiri role of the employee under section 9(2)(a) to protect the privacy of the individual. Please note other Te Puni Kōkiri employees assisted with the project from time to time during its course.

4. ***“Whether this funding was provided directly to Te Rūnanganui o Ngāti Porou, Te Ara Tipuna Charitable Trust, or another legal entity”.***

The funding agreement was with Te Rūnanganui o Ngāti Porou Trustee Ltd and the funding was provided to this entity.

I trust my response satisfies your request.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that Te Puni Kōkiri publishes some of its OIA responses on its website, after the response is sent to the requester. The responses published are those that are

considered to have a high level of public interest. We will not publish your name, address or contact details.

If you wish to discuss any aspect of your request with us, including this decision, please feel free to contact us at oiia@tpk.govt.nz.

Ngā mihi

A handwritten signature in black ink, appearing to read 'Grace Smit', written in a cursive style.

Grace Smit
Hautū, Te Puni Rohe | Deputy Secretary, Regions

Appendix A – documents OIA request from [REDACTED] dated 17 July 2025

Item	Date	Document description	Decision
1.	23 November 2022	Funding agreement with Te Rūnanganui o Ngāti Porou Trustee Ltd	Released with some information withheld under section 9(2)(a)
2.	20 June 2023	Funding agreement variation	Released with some information withheld under section 9(2)(a)



Te Puni Kōkiri
299 Gladstone Road
Gisborne 4010

PO Box 140
Gisborne 4010

Telephone: 0800 875 447
Email: tpk.tairāwhiti@tpk.govt.nz

3 November 2022

File Ref: TRH 013

9(2)(a)

Te Rūnanganui o Ngāti Porou Trustee Limited

9(2)(a)

Tēnā koe 9(2)(a)

TE RINGA HĀPAI WHENUA FUND INVESTMENT AGREEMENT FOR TE RŪNANGANUI O NGĀTI POROU TRUSTEE LIMITED

1. This Agreement between **Te Rūnanganui o Ngāti Porou Trustee Limited** ("you") and Te Puni Kōkiri will commence once both Parties have signed and dated this Agreement and end on 20 June 2023.

Please read the Agreement. You can confirm your acceptance of the agreement by either:

- a) Printing the document, signing page 2 and initialing each page. You should scan or take a photo of the signed document and email it back to me.
- b) Adding your electronic signature and initials to each page of this PDF and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Funding Agreement attached, and state "*I have read and understand the attached funding agreement for TRH-013] including the Terms & Conditions, and I accept and intend to be legally bound by the agreement*".

2. During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of One Million, Seven Hundred and Sixty-Five Thousand dollars (\$1,765,000) exclusive of GST ("the Funds").

3. The Funds will be used for the following purpose:

Te Ara Tīpuna represents investment in sustainable base infrastructure in Te Tairāwhiti, as a network of ara/accessways around the East Coast, for local communities and visitors to hike, bike, and trek; and, to provide the connection and catalyst for businesses and employment offering services, provisions, and experiences. Te Ara Tīpuna will focus on the consents process required to bring Te Ara Tīpuna in its entirety to fruition. This funding will also produce a model in Ruatōria, on the Hikurangi Block ("the Funding Purpose").

4. In order to achieve the Funding Purpose, you will undertake the Deliverables ("the Deliverables") detailed in Schedule A of this Agreement.

9(2)(a)

5. The Funds will be payable as detailed in Schedule A on receipt of tax invoices.
6. Te Puni Kōkiri Key Contact for this Agreement is Ata Mangu. You will deal directly with the Key Contact on all matters relating to this Agreement.
7. You will notify Te Puni Kōkiri of your Key Contact and their contact details for this Agreement (upon execution of this Agreement) if they differ from who is at the top of this Agreement.
8. You are required to comply with the reporting and evaluation requirements in Schedule A, and Clauses 2 and 4 of the Terms and Conditions in this Agreement.
9. Te Puni Kōkiri will post or deliver any notices to you at your offices at the address shown above. You must post all notices to Te Puni Kōkiri at the address shown above.
10. In addition to the above, all the Terms and Conditions attached form part of this Agreement and you agree to be bound by them.

Please confirm your acceptance of this Agreement with the authorised person (or authorised persons) of your organisation signing and dating the acceptance below and return a signed and dated Agreement to Te Puni Kōkiri. All signatures must be witnessed, and the bottom of each page (including the Terms and Conditions) must be initialled.

Ngā mihi

9(2)(a)

Hautū, Te Puni Rangapū ā-Rohe me Whakahaere | Deputy Secretary, Regional Partnerships & Operations

I confirm that I am authorised to sign and accept this Agreement on behalf of Te Rūnanganui o Ngāti Porou Trustee Limited

9(2)(a)

NAME of authorised signatory

9(2)(a)

Signature

Date 23/11/22

Witness Signature: 9(2)(a)

Witness Name: 9(2)(a)

Occupation: 9(2)(a)

Town of Residence: 9(2)(a)

NAME of authorised signatory

N/A

Signature

Date / /

Witness Signature:

Witness Name:

Occupation:

Town of Residence:

TERMS AND CONDITIONS

1. Obligations

Both Parties' obligations

- 1.1 You and Te Puni Kōkiri will work together during the term of this Agreement and, in particular, agree to the following engagement principles:
- a. act honestly and in good faith with each other;
 - b. communicate with each other regularly, openly and on time;
 - c. work with each other collaboratively and constructively;
 - d. recognise each other's responsibilities; and
 - e. encourage quality and innovation to achieve positive outcomes.

Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- a. make decisions and give approvals reasonably required by you to enable delivery of the Funding Purpose. All decisions and approvals must be given within reasonable timeframes; and
 - b. pay you the Funds as long as you have delivered the Deliverables to the satisfaction of Te Puni Kōkiri and invoiced Te Puni Kōkiri in accordance with this Agreement.

Your obligations

- 1.3 You will complete the Funding Purpose and provide the Deliverables:
- a. on time;
 - b. with due care and skill;
 - c. in accordance with good practice guidelines and relevant professional standards and codes; and
 - d. to the satisfaction of Te Puni Kōkiri.
- 1.4 You will notify Te Puni Kōkiri of any changes to your legal entity status, governance, management, and any other changes that will have a material effect on this Agreement.
- 1.5 You will use the Funds only for the Funding Purpose and Deliverables. In particular, you will not use the funding for the purchase of alcohol or any other costs that may bring Te Puni Kōkiri into disrepute.
- 1.6 You will not assign this Agreement or engage anyone to undertake all or part of the Funding Purpose without prior written approval of Te Puni Kōkiri.
- 1.7 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.
- 1.8 You guarantee that you will comply with all the legal and legislative obligations you may have.
- 1.9 Providers of children's services must have or adopt, as soon as practicable, a child protection policy that accords with the requirements of section 19 of the Children Act 2014. If your policy falls due for review (three-year intervals from its first adoption) you must undertake the review. You must also carry out safety checks as required by Part 3 of the Children Act.
- 1.10 You will:

- a. consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri, to ensure that Te Puni Kōkiri and you will each comply with the respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement;
 - b. perform your obligations under the Agreement in compliance with the Health and Safety at Work Act;
 - c. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act, to Te Puni Kōkiri to the extent that it relates to, or affects, the Agreement.
- 1.11 It is your responsibility to ensure that the risks of undertaking the Funding Purpose are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.12 You will indemnify Te Puni Kōkiri for any legal proceedings, expenses or claims which may be brought against Te Puni Kōkiri by a third party because of your negligence, or your breach of this Agreement.
- 1.13 You will not knowingly be party to any arrangement that results in Te Puni Kōkiri or the Crown effectively having to pay more than once for the same Funding Purpose, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.14 You, and your organisation's representatives, will comply with the Standards of Integrity and Conduct issued by the Public Services Commission (see www.publicservice.govt.nz) in all your dealings with Te Puni Kōkiri and other third parties or individuals likely to have a relationship with Te Puni Kōkiri. Te Puni Kōkiri may consider any failure to comply with this provision to be sufficient grounds for immediate termination under clause 11.7 of this Agreement.

2. Reports

- 2.1 You will provide all reports to Te Puni Kōkiri in a readable format in hard copy or electronic form.
- 2.2 The reports you provide to Te Puni Kōkiri shall, in all cases, be timely, accurate, consistent and a complete representation of the facts.
- 2.3 You will keep true and proper financial accounts and keep a record of all documents and information relating to the Funding Purpose, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance. You will make your records available to Te Puni Kōkiri during the term of the Agreement and for seven years after the End Date (unless already provided to Te Puni Kōkiri earlier).
- 2.4 If Te Puni Kōkiri requires information about the reports (including the failure to provide a report), you must make yourself available to meet with Te Puni Kōkiri by phone or in person, within a reasonable time of a request to do so.
- 2.5 Te Puni Kōkiri may request additional information from you in relation to this Agreement. Such a request will be provided in writing detailing the reasons for the request.

3. Payments

- 3.1 You must provide invoices for all Funds at the times specified in Schedule A. Te Puni Kōkiri has no obligation to pay without an invoice. If you are registered for GST you must provide a valid tax invoice that must:
- a. clearly show all GST;
 - b. be in New Zealand currency;

- c. be clearly marked 'Tax invoice';
 - d. contain your name, address and GST number;
 - e. identify Te Puni Kōkiri and be marked for the attention of the Key Contact;
 - f. state the date the invoice was issued;
 - g. name this Agreement and the relevant Deliverable;
 - h. contain the Agreement's reference number; and
 - i. state the Funds due.
- 3.2 If you fail to meet your obligations set out in this Agreement, Te Puni Kōkiri may not pay the next payment due to you until the required obligations are fulfilled. Te Puni Kōkiri will give you reasonable notice of its intention to not make such payments and will discuss with you the issues relating to your non-compliance.
- 3.3 You will pay Te Puni Kōkiri back any Funds paid to you (plus any interest accrued on these Funds), upon notice from Te Puni Kōkiri, if:
- a. you are overpaid;
 - b. you fail to perform any of the obligations you have already been funded for; or
 - c. you do not spend any payments or contingency payments made to you.
- 3.4 Te Puni Kōkiri will have sole discretion to assess the value of any overpayment or underperformed obligations.

4. Evaluation

- 4.1 For the purposes of undertaking an evaluation on the effectiveness of the funding for this Funding Purpose, you will allow Te Puni Kōkiri, at any reasonable time, access to relevant records held or controlled by you that relate to this Agreement. You will allow observation of Funding Purpose delivery and will facilitate and allow interview and follow-up of persons involved in the Funding Purpose.
- 4.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Funding Purpose. Te Puni Kōkiri will plan the evaluation of the Funding Purpose in consultation with you. The evaluation will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. The consultation with you will at a minimum involve:
- a. deciding evaluation questions and data collection processes;
 - b. the type of analysis applied to the data; and
 - c. how the reporting on the results of the analysis will be done.
- 4.3 Where an evaluation is required by Te Puni Kōkiri, you will co-operate fully and assist where required with any evaluation conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose as part of this evaluation. Te Puni Kōkiri will give reasonable notice of the evaluation and will ensure that access under this clause will not unreasonably disrupt your activities.

5. Audit

- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose. Te Puni Kōkiri will give reasonable notice of the audit and will ensure that access under this clause will not unreasonably disrupt your activities.

6. Conflicts of Interest

- 6.1 You confirm that you do not have any conflicts of interest which will or may affect you undertaking the Funding Purpose. A conflict of interest may arise if you or the persons engaged on the Funding Purpose have personal or business interests or obligations that do or could conflict or be perceived to conflict with your obligations under this Agreement. Conflicts of interest could call into question independence, objectivity or impartiality and can be:
- a. actual: where the conflict currently exists;
 - b. potential: where the conflict is about to happen or could happen; or
 - c. perceived: where other people may reasonably think that a person is compromised.
- 6.2 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.
- 6.3 You will notify Te Puni Kōkiri immediately if you become aware of anything that might give rise to an actual, perceived or potential conflict of interest between your obligations to Te Puni Kōkiri and any other interests or responsibilities you may have. If this does occur, the Parties must discuss, agree and record in writing how any conflict of interest is to be managed.

7. Release of Information

- 7.1 Unless legally required to do so, or with the written consent of Te Puni Kōkiri, you will not:
- a. release any information about Te Puni Kōkiri which you have obtained while undertaking this Agreement; or
 - b. release the terms and conditions of this Agreement to any third party.
- 7.2 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri immediately.
- 7.3 You must co-operate with Te Puni Kōkiri to provide information immediately if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.
- 7.4 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including the Agreement price and actual payments made, if requested:
- a. under the Official Information Act 1982;
 - b. through a Parliamentary Question;
 - c. from a Select Committee; or
 - d. from any other source where Te Puni Kōkiri is under a legal obligation to respond.

8. Public Statements

- 8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Funding Purpose without first obtaining the approval of Te Puni Kōkiri. If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Funding Purpose and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases relating to the Funding Purpose.

- 8.2 Te Puni Kōkiri retains the right to use this Agreement for promotional purposes including the right to make any public announcements in relation to the Funds, Funding Purpose, Deliverables and this Agreement.
- 8.3 Te Puni Kōkiri may wish to obtain its own images or seek to use your images of the Funding Purpose for promotional purposes. Te Puni Kōkiri will seek your approval before obtaining and using any such images.
- 8.4 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Funding Purpose, this Agreement or each other.

9. Intellectual Property Rights

- 9.1 You and Te Puni Kōkiri retain ownership of all intellectual property rights respectively owned before the commencement of this Agreement. Signing this Agreement does not give either Party any rights to use any intellectual property rights of the other Party unless specifically agreed.
- 9.2 All new intellectual property rights created by you while undertaking the Funding Purpose will be owned by you but:
- a. you will grant Te Puni Kōkiri a perpetual, irrevocable, royalty-free, transferable and non-exclusive licence to use, modify, copy and distribute any Deliverable provided to Te Puni Kōkiri under this Agreement; and
 - b. you and Te Puni Kōkiri may agree that any new intellectual property will be owned by Te Puni Kōkiri (alone or jointly with you), in which case the specified new intellectual property will be owned as recorded in writing between the Parties.
- 9.3 You guarantee that you will not breach or infringe anyone else's copyright, moral rights and intellectual property rights in fulfilling your obligations under this Agreement.

10. Resolving Disputes

Steps to resolving disputes

- 10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. The following process will apply to disputes:
- a. a Party must notify the other if it considers a matter is in dispute;
 - b. the Key Contacts will attempt to resolve the dispute through direct negotiation;
 - c. if the Key Contacts have not resolved the dispute within 10 working days of notification, they will refer it to the Parties' senior managers for resolution; and
 - d. if the senior managers have not resolved the dispute within 10 working days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair for the time being of the Resolution Institute;
 - b. on the terms of the Resolution Institute's standard Mediation Agreement (NZ version); and
 - c. at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair for the time being of the Resolution Institute.

- 10.3 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.
- 10.4 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

Obligations during the dispute

- 10.5 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.
- 10.6 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause, unless court action is necessary to preserve a Party's rights.

11. Ending this Agreement

Agreed ending

- 11.1 This Agreement ends on the End Date unless ended earlier.
- 11.2 This Agreement may be ended at any time by mutual agreement.

Breach and Remedy Plan

- 11.3 If Te Puni Kōkiri considers you are in breach of this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:
- a. you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation; or
 - b. Te Puni Kōkiri requires you to enter into a Remedy Plan, which is to be put in place within 14 days from receipt of the notice.
- 11.4 For the purposes of this clause, "Remedy Plan" means a written plan entered into by Te Puni Kōkiri and you to address any breach of this Agreement. Such Remedy Plan will identify:
- a. the breach;
 - b. how and why the breach arose; and
 - c. what action you must take to address or resolve the breach to the satisfaction of Te Puni Kōkiri, and a timetable for such action to be completed.
- 11.5 If Te Puni Kōkiri and you agree a Remedy Plan:
- a. you will perform the tasks specified under the Remedy Plan;
 - b. Te Puni Kōkiri will not be able to exercise its right to end this Agreement while the breach is subject to the Remedy Plan; and
 - c. any breach of the Remedy Plan will give Te Puni Kōkiri the right to end this Agreement in accordance with this clause without having to enter a new Remedy Plan.
- 11.6 If you fail to remedy a situation and Te Puni Kōkiri has notified you of under this clause, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri will be entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.

Effect of ending the Agreement

- 11.7 Te Puni Kōkiri has the right to end this Agreement without notice and without compensation where you, your staff or other personnel you have used to undertake the Funding Purpose:

- a. become bankrupt or insolvent; or
 - b. are convicted of any offence involving dishonesty or any criminal offence; or
 - c. do anything that may bring Te Puni Kōkiri into disrepute.
- 11.8 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Funds that you have received for the Funding Purpose, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Funding Purpose.
- 11.9 Te Puni Kōkiri may end or vary this Agreement where there is a change of government policy that limits the availability of this funding for the remaining term of this Agreement. If this situation does arise, Te Puni Kōkiri will give you as much notice of the proposed change as soon as possible, to the extent that Te Puni Kōkiri is able to do so.
- 11.10 The end of this Agreement does not affect those rights of each Party which:
- a. accrued prior to the end of the Agreement, or
 - b. relate to any breach or failure to perform an obligation under this Agreement that arose prior to the end of the Agreement.
- 11.11 The clauses that by their nature should remain in force at the end of this Agreement do so, including clauses 1 (Obligations), 4 (Evaluation), 5 (Audit), 7 (Release of Information), 8 (Public Statements), 9 (Intellectual Property Rights), 10 (Resolving Disputes), 11 (Ending this Agreement), and 14 (Miscellaneous).

12. Extraordinary Events

- 12.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an Extraordinary Event.
- 12.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event;
 - b. the extent of that Party's inability to perform under this Agreement;
 - c. the likely duration of that non-performance; and
 - d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Funding Purpose.
- 12.3 If a Party is unable to perform any obligations under this Agreement for 20 working days or more due to an Extraordinary Event, the other Party may end this Agreement immediately by giving Notice.
- 12.4 For the purposes of this Agreement, Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples of Extraordinary Events include:
- a. lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
 - b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;

- c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
- d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

13. Key Contacts

Key Contacts

- 13.1 The persons named as the Key Contacts are responsible for managing the Agreement, including:
 - a. managing the relationship between the Parties;
 - b. overseeing the effective implementation of this Agreement;
 - c. acting as a first point of contact for any issues that arise; and
 - d. being the person on whom formal notices are served.
- 13.2 If a Party changes its Key Contact, a senior manager must tell the other Party, in writing, the name and contact details of the replacement within five working days of the change.

Delivery of Notices

- 13.3 All Notices to a Party must be delivered by hand or sent by post, courier or email to the Key Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 13.4 Notices must be signed or, in the case of email, sent by the Key Contact or a senior manager with appropriate authority to do so.
- 13.5 A Notice will be considered to be received:
 - a. if delivered by hand, on the date it is delivered;
 - b. if sent by post within New Zealand, on the third working day after the date it was sent;
 - c. if sent by courier, on the date it is delivered; or
 - d. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 13.6 A Notice received after 5pm on a working day or on a day that is not a working day will be considered to be received on the next working day.

14. Miscellaneous

Relationship

- 14.1 Nothing in this Agreement creates a legal relationship between you and Te Puni Kōkiri of partnership, joint venture, agency or employment.

Changes to this Agreement

- 14.2 Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.
- 14.3 Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.

Entire Agreement

14.4 This Agreement, including any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

Severable clauses

14.5 If any clause or any part of any clause of this Agreement is declared invalid, unenforceable or illegal, it will no longer apply to this Agreement. All other clauses or parts of clauses contained in this Agreement will remain in full force and effect.

New Zealand applies

14.6 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

Signing the Agreement

14.7 This Agreement is not binding on either Party until both Parties have signed it.

14.8 This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email by any of the Parties to any other Party. The receiving Party may rely on the receipt of such document so executed and delivered by email as if the original has been received.

Waiver

14.9 If a Party breaches this Agreement and the other Party does not immediately enforce its rights resulting from the breach that:

- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
- b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

Te Puni Kōkiri

14.10 References to Te Puni Kōkiri includes the Ministry of Māori Development, the Secretary for Māori Development and any staff, contractors or agents of Te Puni Kōkiri.

SCHEDULE A
FUNDING PURPOSE AND DELIVERABLES

FUNDING PURPOSE

1. The funding from this **Te Ringa Hāpai Whenua Fund Investment Agreement** will be used to invest in sustainable base infrastructure in Te Tairāwhiti, as a network of ara/accessways around the East Coast, for local communities and visitors to hike, bike, and trek; and, to provide the connection and catalyst for businesses and employment offering services, provisions, and experiences. Te Ara Tipuna will focus on the consents process required to bring Te Ara Tipuna in its entirety to fruition. This funding will also produce a model in Ruatōria, on the Hikurangi Block
2. The land that this Agreement relates to is outlined as follows:
 - Hikurangi Block
 - Part Tapuaeroa 2B
 - Tapuaeroa 2D Block
3. The reference number of TRH-013 should be recorded on all correspondence and invoices sent to Te Puni Kōkiri.
4. Payment will only be made to you on receipt of a tax invoice, and on completion and delivery to Te Puni Kōkiri of the Deliverables as set out in the table below to the satisfaction of Te Puni Kōkiri. Where the total sum is paid on execution of this Agreement, payment will only be made to you on receipt of a tax invoice.
5. All payments are GST exclusive and shall be made based on information below:

DELIVERABLES

Deliverable	Deliverable Description	Deliverable Due Dates	Amounts Payable (GST exclusive)
On Execution of Agreement	Execution of Agreement a. Provide an invoice and bank deposit slip b. Confirmation of Provider Participation	3 November 2022	\$617,750.00

<p>Deliverable 1</p>	<p>Submit a summary of the process and rationale employed to select and recruit all service providers, and a description of the services they will provide to complete the project</p> <p>c. Provide an updated project plan with deliverables, timeline, and budget</p>	<p>26 January 2023</p>	<p>\$800,000.00</p>
<p>Project Progress Report</p>	<p>Submit a Project Progress Report which includes:</p> <p>a. <u>An Activity Summary</u> Provide a summary of the Project activities carried out to date and the outcomes achieved during the Deliverable period. Please use the project plan/timeline when providing updates. Include a summary of any activities that were planned for the deliverable period but were not undertaken. This summary should include an explanation of why the activities were not carried out, and when you anticipate they will be carried out.</p>		
	<p>b. <u>An Opportunities and Issues Summary</u> Provide a summary of any opportunities and or issues arising during the deliverable period including any impact on timing of completing the Project, and a description of the actions carried out to resolve those issues.</p>		
	<p>c. <u>A Financial Report</u></p>		

<p>Deliverable 2</p>	<p>Submit a financial summary report which accurately records all income received and expenditure paid for the deliverable period and a consolidated financial report for the project to date.</p>		
<p>Project Progress Report</p> <p>Submit a Project Progress Report which includes:</p> <p>d. <u>An Activity Summary</u></p> <p>Provide a summary of the Project activities carried out to date and the outcomes achieved during the Deliverable period. Please use the project plan/timeline when providing updates. Include a summary of any activities that were planned for the deliverable period but were not undertaken. This summary should include an explanation of why the activities were not carried out, and when you anticipate they will be carried out.</p> <p>e. <u>An Opportunities and Issues Summary</u></p> <p>Provide a summary of any opportunities and or issues arising during the deliverable period including any impact on timing of completing the Project, and a description of the actions carried out to resolve those issues.</p> <p>Provide comment on whether climate adaptation has been a consideration in this project and the wider development of your whenua. How have you integrated Mātauranga Māori into your climate</p>	<p>30 March 2023</p>		<p>\$327,250.00</p>

<p>Final Report</p>	<p>change adaption plans? If climate change adaptation was not a component in the development, do you see it as an important consideration in the future?</p> <p>Provide comment on the level of support and engagement from Te Puni Kōkiri staff to date and any improvements that may be incorporated.</p> <p>f. <u>A Financial Report</u> Submit a financial summary report which accurately records all income received and expenditure paid for the deliverable period and a consolidated financial report for the project to date.</p>	<p>20 June 2023</p>	<p>\$20,000.00</p>
<p>Submit a Final Project Report which includes: A summary of the project activities carried out and completed and the outcomes achieved during the deliverable period</p> <p>What economic, cultural, social and environmental outcomes do you expect to achieve for your whānau and whenua with the completion of this infrastructure project?</p> <p>How do you believe your progress has or will impact on your whānau, hapū, community, iwi?</p> <p>What opportunities have opened since investing in infrastructure on your whenua?</p> <p>What are your next steps and timeframes for this?</p>			

	<p>What are the main barriers or challenges you anticipate as you continue your development journey?</p> <p>How effective was this fund in supporting landowners meet their aspirations for their land?</p> <p>The level of support from Te Puni Kōkiri staff from throughout the course of submitting the application to project completion.</p> <p>A full expenditure report on the use of Te Puni Kōkiri funds.</p>		
<p>Total (excl. GST)</p>			<p>\$1,765,000.00</p>

8 May 2023

Ref: TRH-013

9(2)(a)

Te Rūnanganui o Ngāti Porou Trustee Limited

9(2)(a)

Tēnā koe 9(2)(a)

TE RINGA HAPAI WHENUA FUND INVESTMENT AGREEMENT VARIATION: TE RUNANGANUI O NGATI POROU TRUSTEE LIMITED

1. I refer to our Te Ringa Hapai Whenua Fund Agreement which started on 23 November 2022 (“the Funding Agreement”) to invest in sustainable base infrastructure in Te Tairāwhiti, as a network of ara/accessways around the East Coast, for local communities and visitors to hike, bike, and trek; and, to provide the connection and catalyst for businesses and employment offering services, provisions, and experiences. Te Ara Tipuna will focus on the consents process required to bring Te Ara Tipuna in its entirety to fruition. This funding will also produce a model in Ruatōria, on a reserve block adjacent to State Highway 35.
2. In accordance with clause **14.2** of the Terms and Conditions of the Agreement, any changes to the Agreement must be in writing and signed by both parties.
3. Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.
4. We have agreed to the changes outlined in the attached Schedule of Variations. This will become effective from the Effective Date stated in the Schedule of Variations.
5. All other Terms and Conditions contained in the Agreement still apply and will remain unaltered.
6. Please read the Variation. You can confirm your acceptance of the variation by either:
 - a) Printing the document, signing page 2 and initialling each page. You should scan or take a photo of the signed document and email it back to me.
 - b) Adding your electronic signature and initials to each page of this PDF, and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Funding Agreement variation attached, and state “*I have read and understand the attached funding agreement variation for TRH-013 including the Terms & Conditions, and I accept and intend to be legally bound by the variation*”.

Ngā mihi

9(2)(a)

Hautū, Te Puni Rangapū ā-Rohe me Whakahaere | Deputy Secretary, Regional Partnerships & Operations

TE RINGA HAPAI WHENUA FUND AGREEMENT VARIATION

Funding Agreement Variation 1

Parties: Te Puni Kōkiri and Te Runanganui o Ngati Porou Trustee Limited

Funding Agreement reference number: TRH-013

Funding Agreement dated: 23 November 2022

Variation

1. Under clause 14.2 of the terms and conditions of the original Funding Agreement, both parties agree to vary the Funding Agreement. The scope of the variation is set out in the attached Schedule of Changes.
2. The variation is effective from the Effective Date stated in the Schedule of Variations.
3. Subject to the changes made by this variation, the terms and conditions of the Funding Agreement remain in effect.

Acceptance

On behalf of Te Runanganui o Ngati Porou Trustee Limited, I accept this Variation.

9(2)(a)

Signature _____

Name: 9(2)(a)

Position: CEO

Date: 20/6/23

Signature _____

Name:

Position:

Date:

Initial 9(2)(a)

SCHEDULE OF VARIATIONS**Effective Date:** 8 May 2023**Variations**

1. Change to Funds

1.1. Paragraph 2 of the Funding Agreement is amended to increase the maximum Funds from \$1,765,000.00 to \$1,861,622.00. Therefore paragraph 2 of the Funding Agreement is replaced with the following new paragraph:

“During the term of this Agreement Te Puni Kōkiri will pay you the sum of One Million, Eight Hundred and Sixty-One Thousand, Six Hundred and Twenty-Two Dollars (\$1,861,622.00) exclusive of GST (“the Funds”)

2. Change to Project Deliverable, Funds and Payments

2.1. Schedule A of the Funding Agreement is amended to add a new Deliverable 3 called Progress Report and a payment of \$96,622.00. Therefore, the Deliverables table of Schedule A of the Funding Agreement is replaced with the following Deliverables table.

DELIVERABLES

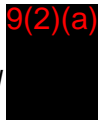
Deliverable	Deliverable Description	Deliverable Due Dates	Amounts Payable (GST exclusive)
On Execution of Agreement	Execution of Agreement	3 November 2022	\$617,750.00

	<ul style="list-style-type: none"> a. Provide an invoice and bank deposit slip b. Confirmation of Provider Participation Submit a summary of the process and rationale employed to select and recruit all service providers, and a description of the services they will provide to complete the project c. Provide an updated project plan with deliverables, timeline, and budget 		
<p>Deliverable 1</p>	<p>Project Progress Report</p> <p>Submit a Project Progress Report which includes:</p> <ul style="list-style-type: none"> a. <u>An Activity Summary</u> Provide a summary of the Project activities carried out to date and the outcomes achieved during the Deliverable period. Please use the project plan/ timeline when providing updates. Include a summary of any activities that were planned for the deliverable period but were not undertaken. This summary should include an explanation of why the activities were not carried out, and when you anticipate they will be carried out. b. <u>An Opportunities and Issues Summary</u> Provide a summary of any opportunities and or issues arising during the deliverable period including any impact on timing of completing the Project, and a description of the actions carried out to resolve those issues. 	<p>26 January 2023</p>	<p>\$800,000.00</p>

	<p>c. <u>A Financial Report</u> Submit a financial summary report which accurately records all income received and expenditure paid for the deliverable period and a consolidated financial report for the project to date.</p>		
Deliverable 2	<p>Project Progress Report</p> <p>Submit a Project Progress Report which includes:</p> <p>d. <u>An Activity Summary</u> Provide a summary of the Project activities carried out to date and the outcomes achieved during the Deliverable period. Please use the project plan/timeline when providing updates. Include a summary of any activities that were planned for the deliverable period but were not undertaken. This summary should include an explanation of why the activities were not carried out, and when you anticipate they will be carried out.</p> <p>e. <u>An Opportunities and Issues Summary</u> Provide a summary of any opportunities and or issues arising during the deliverable period including any impact on timing of completing the Project, and a description of the actions carried out to resolve those issues.</p>	30 March 2023	\$327,250.00

9(2)(a)

Initial



	<p>Provide comment on whether climate adaptation has been a consideration in this project and the wider development of your whenua. How have you integrated Mātauranga Māori into your climate change adaption plans? If climate change adaptation was not a component in the development, do you see it as an important consideration in the future?</p> <p>Provide comment on the level of support and engagement from Te Puni Kōkiri staff to date and any improvements that may be incorporated.</p> <p>f. <u>A Financial Report</u> Submit a financial summary report which accurately records all income received and expenditure paid for the deliverable period and a consolidated financial report for the project to date.</p>		
<p>Deliverable 3</p>	<p>Project Progress Report</p> <p>Submit a Project Progress Report which includes:</p> <p>g. <u>An Activity Summary</u> Provide a summary of the Project activities carried out to date and the outcomes achieved during the Deliverable period. Please use the project plan/ timeline when providing updates. Include a summary of any activities that were planned for the deliverable period but were not undertaken. This summary should include an explanation of why the activities were not carried out, and when you anticipate they will be carried out.</p>	<p>24 May 2023</p>	<p>\$96,622.00</p>

	<p style="text-align: center;">h. <u>An Opportunities and Issues Summary</u></p> <p>Provide a summary of any opportunities and or issues arising during the deliverable period including any impact on timing of completing the Project, and a description of the actions carried out to resolve those issues.</p> <p>Provide comment on whether climate adaptation has been a consideration in this project and the wider development of your whenua. How have you integrated Mātauranga Māori into your climate change adaption plans? If climate change adaptation was not a component in the development, do you see it as an important consideration in the future?</p> <p>Provide comment on the level of support and engagement from Te Puni Kōkiri staff to date and any improvements that may be incorporated.</p> <p style="text-align: center;">i. <u>A Financial Report</u></p> <p>Submit a financial summary report which accurately records all income received and expenditure paid for the deliverable period and a consolidated financial report for the project to date.</p>		
Final Report	Submit a Final Project Report which includes:	30 June 2023	\$20,000.00

	<p>A summary of the project activities carried out and completed and the outcomes achieved during the deliverable period</p> <p>What economic, cultural, social and environmental outcomes do you expect to achieve for your whānau and whenua with the completion of this infrastructure project?</p> <p>How do you believe your progress has or will impact on your whānau, hapū, community, iwi?</p> <p>What opportunities have opened since investing in infrastructure on your whenua?</p> <p>What are your next steps and timeframes for this?</p> <p>What are the main barriers or challenges you anticipate as you continue your development journey?</p> <p>How effective was this fund in supporting landowners meet their aspirations for their land?</p> <p>The level of support from Te Puni Kōkiri staff from throughout the course of submitting the application to project completion.</p> <p>A full expenditure report on the use of Te Puni Kōkiri funds.</p>		
Total (excl. GST)			\$1,861,622.00