

## TERMS AND CONDITIONS

### 1. Obligations

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#### 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:
- act honestly and in good faith with each other;
  - communicate with each other regularly, openly and on time;
  - work with each other collaboratively and constructively;
  - recognise each other's responsibilities; and
  - encourage quality and innovation to achieve positive outcomes.

#### Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- make decisions and give approvals reasonably required by you to enable delivery of the Work Programme. All decisions and approvals must be given within reasonable timeframes;
  - pay you the Investment as long as you have delivered the Work Programme to the satisfaction of Te Puni Kōkiri and invoiced Te Puni Kōkiri in accordance with this Agreement; and
  - give reasonable notice for any audit or evaluation processes arising in relation to the work programme and management of funding for that programme.

#### Your obligations

- 1.3 You will complete the Work Programme and provide the Activities:
- on time;
  - with due care and skill;
  - in accordance with good practice guidelines and relevant professional standards and codes; and
  - 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 Investment only for the Work Programme and Activities. In particular, you will not use the investment for the purchase of alcohol or any other costs that may bring Te Puni Kōkiri into disrepute.
- 1.6 For the avoidance of doubt, you will not use the Investment as cash co-funding required by any other Crown agency or Crown entity as part of their funding agreement with you.
- 1.7 You will not subcontract or assign any of your obligations of this Agreement or engage anyone to undertake all or part of the Work Programme without prior written approval of Te Puni Kōkiri.

- 1.8 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.
- 1.9 You guarantee that you will comply with all the legal and legislative obligations you may have.
- 1.10 You must:
- a. Provide all information and assistance reasonably required by Te Puni Kōkiri to enable Te Puni Kōkiri to comply with its obligations under the Privacy Act 2020; and
  - b. Comply with the Privacy Act 2020 and not do anything under this Agreement that would cause Te Puni Kōkiri to breach the Privacy Act 2020.
- 1.11 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's 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 section 3 of the Children's Act 2014.
- 1.12 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.
- 1.13 It is your responsibility to ensure that the risks of undertaking the Work Programme are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.14 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.
- 1.15 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 Work Programme, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.16 You, your Personnel, and any subcontractors, will comply with the Standards of Integrity and Conduct issued by the Public Services Commission (see [publicservice.govt.nz](https://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 11.3 (c) of this Agreement.
- 1.17 You will co-operate fully and assist Te Puni Kōkiri in any requests for access to your records, premises, your staff or other personnel you have used to undertake the Work Programme, including enabling observation of Work Programme delivery and you will facilitate and allow interview and follow-up of persons involved in the Work

Programme if requested, and 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. Reports**

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- 2.1 You will provide all reports to Te Puni Kōkiri in accordance with a report template that will be provided by Te Puni Kōkiri after signing of this agreement. Any data provided with or linked to that template will be accessible by Te Puni Kōkiri.
- 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 Work Programme, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance.
- 2.4 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).
- 2.5 Te Puni Kōkiri may request information about the reports (including the failure to provide a report) or additional information from you in relation to this Agreement, and such a request will be provided in writing detailing the reasons for the request.

## **3. Payments**

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- 3.1 You must provide invoices for all Investment 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 valid taxable supply information that must:
  - a. clearly show all GST;
  - b. be in New Zealand currency;
  - c. be clearly marked 'invoice';
  - d. contain your name, address and GST number;
  - e. identify Te Puni Kōkiri and be marked for the attention of the Te Puni Kōkiri Relationship 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 Investment due.
- 3.2 If you fail to meet your obligations set out in this Agreement, Te Puni Kōkiri may choose not to pay the next payment due to you until you fulfil the required obligations. 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 Investment paid to you (plus any interest accrued on these Investments), 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**

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- 4.1 For the purposes of undertaking an evaluation on the effectiveness of the funding for this Work Programme, 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 Work Programme delivery and will facilitate and allow interview and follow-up of persons involved in the Work Programme.
- 4.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Work Programme. Te Puni Kōkiri will plan the evaluation of the Work Programme 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 involves:
- 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 Work Programme 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**

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- 5.1 You will allow Te Puni Kōkiri the right of access to your facilities at all reasonable times, and all relevant information, in order to:
- a. Monitor or assess the performance of this Agreement
  - b. Monitor or assess compliance with any provision in this Agreement; or
  - c. To perform quality assurance activities in relation to the information shared pursuant to this Agreement.
- 5.2 You will provide, and assist Te Puni Kōkiri with, access to your systems in order to comply with your obligations under clause 5.1. Te Puni Kōkiri will keep you reasonably informed on the progress and outcome of any investigation under clause 5.1.
- 5.3 Te Puni Kōkiri may at any time notify you that Te Puni Kōkiri wishes to audit your compliance with the terms of this Agreement, provided that Te Puni Kōkiri may only conduct an audit once in any 12-month period and at any other time where Te Puni Kōkiri has reasonable grounds to suspect you have not complied with this Agreement.
- 5.4 You will assist the audit, including the provision of information.
- 5.5 Without limiting any of Te Puni Kōkiri's other rights or remedies, if any audit conducted discloses any failure to comply with this Agreement by you, you will promptly remedy the non-compliance.
- 5.6 Any failure by you to promptly resolve the non-compliance will constitute a breach of the Agreement and Te Puni Kōkiri may impose sanctions, including termination or suspension of the Agreement.

## **6. Conflicts of Interest**

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- 6.1 **Conflict of interest** means any matter, circumstance, interest or activity of you, your Personnel, subcontractors, or any other person connected to you that directly or indirectly conflicts, potentially conflicts or may reasonably be perceived to conflict with your obligations under this Agreement – including:
- a. your duties and any of your Personnel or subcontractors to Te Puni Kōkiri under the Agreement; or
  - b. the interests of Te Puni Kōkiri in relation to the Agreement or otherwise in respect to the provision of Services to Te Puni Kōkiri; or otherwise impairs or might appear to impair your ability (or any of your Personnel or subcontractors) to diligently and independently provide the Work Programme under the Agreement.
- 6.2 You confirm that you do not have any Conflicts of Interest which will or may affect you undertaking the Work Programme.
- 6.3 You are responsible for identifying and managing any actual, potential or perceived Conflicts of Interest in relation to the Work Programme and maintain an up-to-date Register of Conflict of Interests.
- 6.4 You shall provide Te Puni Kōkiri a copy of your Conflict of Interest Register quarterly and provide detailed evidence or supporting materials to Te Puni Kōkiri upon reasonable request.
- 6.5 You are responsible for meeting your obligations under the Privacy Act 2020 when preparing and submitting your Conflict of Interest Register, and any evidence or supporting materials, to Te Puni Kōkiri. In particular, you shall ensure that you receive written consent from individuals in accordance with information privacy principles 3 (collection of information from subject) and 11 (limits on disclosure of personal information) prior to:
- a. collecting their personal information for the Conflict of Interest Register; and
  - b. disclosing the Conflict of Interest Register to Te Puni Kōkiri.
- 6.6 You will do your best to avoid situations that may lead to a Conflict of Interest arising during the term of the Agreement.

### **Process for Identified or Suspected Conflicts of Interest**

- 6.7 You will notify Te Puni Kōkiri immediately of whether and whenever 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 after the signing of this Agreement.
- 6.8 If Te Puni Kōkiri identifies or suspects a Conflict of Interest, Te Puni Kōkiri shall notify you in writing, detailing the nature of the Conflict of Interest and any supporting evidence.
- 6.9 Upon notification by either party, the following process will apply:
- a. You shall respond within a timeframe specified by Te Puni Kōkiri with a detailed plan to manage the identified or suspected Conflict of Interest, including any immediate actions taken and proposed long-term measures.
  - b. You shall provide satisfactory assurance to Te Puni Kōkiri that there are no Conflicts of Interest or that any identified Conflicts of Interest have been effectively managed.

- c. If you fail to manage notified Conflicts of Interest or cannot provide satisfactory assurance that there are no Conflicts of Interest, Te Puni Kōkiri may impose sanctions, including termination or suspension of the Agreement.

## **7. Release of Information**

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- 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 Schedules, reporting templates and reports provided under 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.
- 7.5 You recognise that from time to time Te Puni Kōkiri may release the following information relating to this Investment Agreement without seeking additional permission:
  - a. Your name;
  - b. the Reference Number of the Investment Agreement;
  - c. the title of the Project;
  - d. the public statement set out in the Investment Agreement;
  - e. the investment fund from which the Investment Agreement is funded;
  - f. the relevant sector;
  - g. the total amount of Investment paid to you in the current financial year and previous years;
  - h. the total amount of Investment payable to you over the duration of each Work Programme Agreement;
  - i. the year Investment was approved in respect of the Investment Agreement; and
  - j. the period of time for which Investment will be provided for the Investment Agreement.
- 7.6 Te Puni Kōkiri may use and share information about your organisation and the Work Programme contained or provided in reports, the Activities or an evaluation conducted under Clause 4 to:

- a. publish case studies about the outcomes of this investment and the public statement for your organisation; and
  - b. consolidate investment information with other Te Puni Kōkiri investment information to analyse outcomes for organisations who receive investment from Te Puni Kōkiri.
- 7.7 Subject to clause 8.3(b), Te Puni Kōkiri will not collect personal information under this clause.
- 7.8 You will provide additional reports or information reasonably required by Te Puni Kōkiri.

## **8. Public Statements**

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- 8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Work Programme 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 Work Programme and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases relating to the Work Programme.
- 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 Investment, Work Programme and Activity and this Agreement.
- 8.3 Te Puni Kōkiri may wish to obtain its own images or seek to use your images of the Work Programme for promotional purposes or case studies under Clause 7.6(a). Te Puni Kōkiri will seek:
- a. your approval before obtaining and using your images; and
  - b. consent from individuals before obtaining and using images of identifiable individuals.
- 8.4 Where you provide a case study in your report, you authorise the use of this for promotional purposes and will declare that you have obtained the consent from individuals before using images of identifiable individuals in reports to Te Puni Kōkiri.
- 8.5 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Work Programme, this Agreement or each other.

## **9. Intellectual Property Rights**

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- 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 Work Programme will be owned by you.
- 9.3 You and Te Puni Kōkiri may agree that any new intellectual property will be owned by Te Puni Kōkiri (jointly with you), in which case the specified new intellectual property will be owned as recorded in writing between the Parties.
- 9.4 Any agreement to jointly own any new intellectual property must, where applicable, recognise the rights of Māori as kaitiaki and therefore outline appropriate access, correction, storage, accuracy, retention, limits of use, and disclosure.

- 9.5 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. Breaches, Remedy Plans and Disputes**

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### **Breach and Remedy Plan**

- 10.1 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.
- 10.2 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.
- 10.3 If Te Puni Kōkiri requires you to enter into a Remedy Plan (as per clause 10.2):
- a. you will perform the tasks specified under the Remedy Plan within 14 working days, or as agreed by Te Puni Kōkiri;
  - 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.
- 10.4 If you fail to remedy a situation that 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.
- 10.5 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement including arising from a Notice provided under clause 10.1. The following process will apply to dispute or difference:
- a. a Party must notify the other if it considers a matter is in dispute;
  - b. the Primary Contact and Te Puni Kōkiri Relationship Contact will attempt to resolve the dispute through direct negotiation;
  - c. if the Primary Contact and Te Puni Kōkiri Relationship Contact 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.



- 10.6 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.
- 10.7 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.
- 10.8 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

### **Obligations during a dispute**

- 10.9 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.
- 10.10 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**

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- 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.
- 11.3 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 Work Programme:
- a. become bankrupt or insolvent;
  - b. are convicted of any offence involving dishonesty or any criminal offence;
  - c. fail to remedy any breach of this agreement notified under clause 10.1; or
  - d. do anything that may bring Te Puni Kōkiri into disrepute.

### **Effect of ending the Agreement**

- 11.4 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Investment that you have received for the Work Programme, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Work Programme.
- 11.5 Te Puni Kōkiri may end or vary this Agreement where there is a change of government policy that limits the availability of this investment 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.
- 11.6 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.

- 11.7 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 (Breaches, Remedy Plans and Disputes), 11 (Ending this Agreement), and 15 (Miscellaneous).

## **12. Extraordinary Events**

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- 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 Work Programme.
- 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**

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- 13.1 The persons named as the Primary Contact and Te Puni Kōkiri Relationship Contact 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 Primary Contact and Te Puni Kōkiri Relationship 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.

## **14. Delivery of Notices**

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- 14.1 All Notices to a Party must be delivered by hand or sent by post, courier or email to the Te Puni Kōkiri Relationship Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 14.2 Notices must be signed or, in the case of email, sent by the Te Puni Kōkiri Relationship Contact or a senior manager with appropriate authority to do so.
- 14.3 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.
- 14.4 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.

## **15. Miscellaneous**

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### **Relationship**

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

### **Schedules**

- 15.2 The following schedules are incorporated into this Agreement and form an integral part of this Agreement:
- a. Schedule A – Work Programme; and
  - b. Schedule B – Investment Outcomes.

### **Changes to this Agreement**

- 15.3 Any change to this Agreement, including to its schedules with reference to clause 15.2, is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.
- 15.4 Notwithstanding clause 15.3, 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**

- 15.5 This Agreement, including its schedules with reference to clause 15.2, as well as any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

### **Severable clauses**

- 15.6 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**

- 15.7 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**

- 15.8 This Agreement is not binding on either Party until both Parties have signed it.
- 15.9 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**

- 15.10 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**

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