

Te Mauri Hauropi o Ngā Tūpuna Maunga

Funding Agreement

This Agreement is made this 4th day of October 2021

BETWEEN

Her Majesty the Queen in the right of New Zealand acting by and through the Chief Administrative Officer of the Department of Conservation (“DOC”)

AND

Tūpuna Maunga o Tāmaki Makaurau Authority which is a statutory authority established under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 (“Recipient or you”)

BACKGROUND

- A. DOC is being entrusted to deliver nature based jobs as part of the Government’s COVID-19 economic stimulus package (“Jobs for Nature”).
- B. Jobs for Nature will create job opportunities on and off public conservation land to assist in the COVID-19 recovery, while helping restore the mauri and mana o Te Taiao.
- C. Treaty partnership and collaboration is at the heart of Jobs for Nature. This is about working with iwi, hapū, whānau, communities, businesses, local Government and other Government agencies – to best support people through nature-based work.
- D. Budget 2020 included the Jobs for Nature appropriation to redeploy a portion of the labour market who are facing job insecurity into new temporary nature-based jobs. DOC has certain legal obligations in relation to the use of public funds and this Funding Agreement forms part of those obligations.
- E. Jobs for Nature funding is for revitalising communities through nature-based employment; its primary focus is to support businesses to retain staff as the economic impacts of COVID-19 continue to unfold.
- F. Regional environmental projects selected must align with national priorities (“the Projects”).
- G. You wish to work in partnership with DOC to contribute to Jobs for Nature on the basis for which it has been established and to use the funding allocated to it for the specified purposes.

AGREEMENT

You and DOC agree as follows:

Definitions

1. The following definitions apply:

“Agreement” means this Funding Agreement including its schedules.

“Business Day” means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the *Holidays Act 2003*.

“Delivery Manager” means DOC’s Delivery Manager as identified in the Key Contacts section in Schedule 4.

“DOC” includes any employee, contractor or agent of the Director-General of Conservation acting on his behalf.

“Force Majeure Event” means, in relation to a party, an event or circumstance which is beyond the reasonable control of that party, but does not include any event or circumstance which could have been avoided, prevented or circumvented by that party taking reasonable steps, including ensuring business continuity by implementing an appropriate disaster recovery plan.

“Invoice” means your request for payment for a sum of funding available under this Agreement.

9(2)(a)



“Milestones” means the milestones stated in Schedule 1 against which progress of the Project will be evaluated and if achieved, payments made.

“Project” means the Project, Projects or Programmes selected for funding as described in Schedule 1.

“Public Conservation Land” means land that is administered or managed by DOC.

INTERPRETATION

- Headings are included for ease of reference only and shall not affect interpretation of this Agreement.
- Inclusions: a reference to “includes” is a reference to “includes without limitation”, and “include”, “included” and “including” having corresponding meanings.
- Currency: a reference to any monetary amount is to New Zealand currency.
- Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations.
- Parties: a reference to a party to this Agreement or any other document includes that party’s personnel, representatives/successors and permitted assigns.

PAYMENT OF THE FUNDING

7. DOC grants you the sum set out in Schedule 1 (plus GST if applicable) ("Funding") to use for planning, implementation and management of the Project on the basis of the Milestones described in Schedule 1 ("Project").
8. DOC acknowledges that it is receiving valuable consideration through you delivering the Project.
9. On receipt of a valid Invoice by the Delivery Manager, in accordance with the table in Schedule 1 DOC will pay the Funding.
10. Each Invoice must be in accordance with Schedule 1 and include at least the following information:
- the date of the Invoice and the date payment is requested;
 - your address;
 - DOC's address, being:
The Department of Conservation
Conservation House
18-32 Manners Street
PO Box 10 420
Wellington 6143
 - your bank details and GST number (if applicable);
 - the reference number of this Agreement (shown in the footer); and
 - the Funding instalment amount requested, which must not exceed the instalment amount shown in Schedule 1 unless approved in advance by DOC.
11. DOC is not required to pay any Funding:
- if payment will result in the funding paid exceeding the total Funding payable by DOC to you under this Agreement, or any agreed instalment;
 - where DOC, acting reasonably and after consultation with you, considers that specified Milestones have not been met and are unlikely to be met within a reasonable timeframe;
 - where you are in material breach of any terms of this Agreement; and/or
 - if this Agreement has expired or been terminated.
12. Payment by DOC under this Agreement is subject to the availability of funds, or reductions, in the Jobs for Nature appropriation due to changes in the appropriation of funding for activities of the type covered in this Agreement as a result of an Act of Parliament. DOC will contact you as soon as practicable if there is any change in the appropriation through an Act of Parliament which will affect this Agreement. All costs and liabilities reasonably incurred pursuant to this Agreement will be honoured until DOC notifies you under this clause (including where you have entered into a legally binding obligation to incur such costs and liabilities), before DOC notifies you under this clause will be honoured.

YOUR RESPONSIBILITIES

13. You must only use the Funding for the purposes of, and within the scope of, delivery of the Projects as described in this Agreement or Projects as subsequently agreed.

Legislation & Permissions

14. In undertaking the Project, you must comply with all applicable laws, regulations, rules and professional codes of conduct or practice.
15. You must ensure that you will comply with the *Heritage NZ Pouhere Tāonga Act 2014* to ensure that cultural sites will not be impacted.
16. You will ensure that you will obtain the written authorisation of landowners, including DOC, before entering and working on any land you do not own and require any third parties to do the same.

Health and Safety

17. Health and safety are fundamental to the wellbeing of participants in Projects. It is a primary requirement that every arrangement you enter into and every Project undertaken is in compliance with the *Health and Safety at Work Act 2015* and applicable regulations, codes of practice and industry best practice guidelines. The reporting and evaluation requirements outlined in Schedule 2 must be strictly adhered to.
18. You must ensure you follow the Health and Safety Charter attached as Schedule 3 and include it in every contract or grant to any third parties who may carry out the Project(s).
19. You must report notifiable events to DOC within one Business Day.
20. You must report any critical risk incidents to DOC as soon as practicable. A critical risk incident means any health and safety incident involving any critical risk that has a potential for serious harm. Critical risks will be identified in individual health and safety management plans.
21. You must evaluate the health and safety of the Project throughout the Term. This evaluation should be done more frequently where the Project is higher risk or larger in scope.
22. DOC may, at any time, upon reasonable notice, during the Term of the Project -
 - Require information or documentation from you in relation to any matter concerning your health and safety performance or compliance.
 - Carry out an evaluation of your health and safety system as it relates to the Project.
 - Carry out a physical inspection of any place of work or any place where the project is being delivered.
23. If, at any stage during the course of the Project, DOC or the delegated representative(s) observe activities or procedures that do not comply with the safety plan and/or exposes person/s to undue risk, DOC or its delegated representative may issue a 'Stop Work' notice to you, and you will comply with this.

Use of Funding

24. Jobs created are intended to be temporary and must pay at least the living wage.
25. Workers must be paid on a regular basis in acknowledgement that this payment may be their only source of family income.

26. While the primary purpose of the Jobs for Nature is to provide jobs, a proportion of the Funding known as 'project operating costs' may also be used for the following:
- a) increasing the base wage funding for higher skilled roles
 - b) Paying employers to cover workers Kiwisaver, ACC, and annual leave entitlements
 - c) Costs associated with employing workers
 - d) Training workers
 - e) Equipping workers
 - f) Project operating costs e.g. materials.
27. When buying goods or services, allocating funds or engaging contractors for your Project(s), you must use fair and transparent processes.
28. If you are overpaid on the Funding available under this Agreement, you must promptly repay the overpaid amount.
29. You must use any interest you earn on Funding to help achieve the Project's objectives.
30. You must keep proper accounts and records for auditing purposes. DOC (at DOC's expense) may carry out auditing to check for financial consistency and progress towards the Project objective(s). You must make them available for DOC to review, copy or use at any time during, and for at least 24 months after Project completion.
31. If you use any part of the Funding to purchase or develop any capital asset valued at more than \$20,000 (plus GST, if any) and, at any point during the Term of this Agreement or during the 5 years after the End Date, either:
- a) you sell, dispose or transfer that capital asset, without DOC's prior written consent; or
 - b) the capital asset will no longer be used for the purpose intended by DOC at the time this Agreement was entered into (or as otherwise later agreed with DOC),

then you must advise DOC immediately, and if requested repay to DOC an amount equal to the current market value of that capital asset up to the amount of the Funding used by you in the purchase or development of that capital asset, as determined by DOC.

Reporting requirements

32. You must submit the reports referred to in Schedule 2 or any updated schedule, to the satisfaction of DOC. In some cases, evidence may be required.
33. You must register and submit information into the Rataka Taiao Mobile Phone App. The information required relates to the number of people engaged, and the work undertaken, in relation to the Project. Hours and nature outputs relating to the Project are to be submitted at least monthly, within 8 Business Days of the last day of each month.
34. You must ensure that every person employed using the Funding is requested to complete the Jobs for Nature Wellbeing Survey (link to be provided by DOC) during paid time (up to 15 minutes) once at the beginning of their employment, and again at the end of their employment.

35. You will provide DOC with any other information about the Project reasonably requested by DOC within the timeframe set out in the request, or as otherwise agreed.
36. DOC will not make any further Funding instalment payment after the first Funding instalment payment until they receive the reports in relation to the previous Funding payments.
37. You must immediately inform the Delivery Manager in writing if:
- a. you are aware of any issue that may affect delivery of the Project or requires any substantial revision to this Agreement, or that might lead to liability or enforcement action under any law or obligation.
 - b. circumstances outside of your control make it impractical or impossible for you to meet your obligations.
 - c. any enforcement action (infringement notice, abatement notice, enforcement order, prosecution etc.) is taken against you under any law, regulation, code, or standard.

Access to Information & Site

38. You must allow DOC free and timely access to any information related to the Project. DOC must check with you in advance and comply with any reasonable requests.
39. You must immediately inform and consult (where appropriate) with DOC on any media requests or information requests under *the Local Government Official Information and Meetings Act 1987, Official Information Act 1982 or Privacy Act 2020*.
40. DOC may request to enter your land or other property related to the Project for verification and other reasonable purposes. You must not unreasonably refuse entry to your land and you must reasonably facilitate DOC's access to other property.
41. DOC must check with you in advance and comply with any reasonable requests relating to the time and manner of entry.

You must acknowledge assistance from the Jobs for Nature

42. You must appropriately acknowledge the assistance of the Jobs for Nature in all publications and publicity resulting from the Project by making specific reference to it.

Insurance and Indemnity

43. You will ensure that you have and maintain appropriate insurance cover with a reputable insurance company to cover your liabilities (including public liability; damage to property and professional indemnity insurance) arising out of the Project for the Term, and for a period of 24 months following the termination or expiry of this Agreement. You will provide DOC with evidence to DOC's reasonable satisfaction of such cover upon request.
44. You must quickly remedy, and protect DOC from, any damage, loss or cost that you cause or contribute to in relation to the Project.
45. You will indemnify DOC against all claims, action, losses and expenses of any nature by any person arising from your conduct of the Project provided that your liability under this clause 45 shall not exceed an aggregate amount which is equal to the Funding.

46. The insurance and indemnification obligations in paragraphs 43 and 45 above do not apply if you are working on Public Conservation Land and have reached an agreement with DOC to be covered by its insurance which will require you to work according to DOC's standard operating procedures.

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OTHER DETAILS OF THE AGREEMENT

Term

47. This Agreement will commence on the date that it has been executed by all of the Parties (“Commencement Date”) and, end on 3 years unless terminated earlier in accordance with this Agreement, or as otherwise allowed at law (“End Date”).

Assignment and sub-contracting

48. Subject to clause 50, you must not assign or transfer any right, benefit or obligation of this Agreement to anyone without the written approval of DOC. It is considered an assignment if you are sold or any of your share capital is transferred.
49. If you do get written approval to an assignment, the assignment does not release you from any obligation of this Agreement, unless specifically stated in the approval.
50. You may sub-contract your obligations under this Agreement through the use of legally binding contracts or grant agreements subject to the following conditions:
- even if aspects of the Project are sub-contracted, you continue to be responsible for delivery of the Project and performance of this Agreement and will remain wholly responsible for the work, acts and/or omissions;
 - you are responsible for ensuring the suitability of any sub-contractor and the sub-contractor’s capability and capacity to deliver the aspect of the Project being sub-contracted;
 - you must ensure that each sub-contractor is fully aware of your obligations under this Agreement and any sub-contract you enter into is on terms consistent with this Agreement.

Disputes

51. Any dispute concerning this Agreement is to be initially progressed and settled by full and frank discussions between the Parties.
52. If disputes remain unsettled, the Parties will participate in mediation with the cost shared equally between you and DOC.
53. Until the dispute is resolved, each Party will continue to perform its obligations under this Agreement as if there were no dispute.

Suspension and Termination

54. DOC may suspend or terminate this Agreement immediately, if:
- you fail to suitably or promptly perform, any of your obligations under this Agreement and have not remedied that failure within 20 Business Days of DOC notifying you of it;
 - you fail to meet Milestones and have not remedied that failure within 20 Business Days of DOC notifying you of it;
 - there is evidence that all or any part of the Funding has been misappropriated;

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- d. you have significantly underspent the Funding and the Parties have been unable to reasonably agree within 20 Business Days on a plan for how that part of the Funding can be appropriately used in accordance with this Agreement;
 - e. you fail to meet reporting requirements within the expected timeframe and have not remedied that failure within 20 Business Days unless agreed otherwise with the Delivery Manager;
 - f. you are or become insolvent or bankrupt, or go into receivership or liquidation;
 - g. you become directly or indirectly owned or controlled by someone else;
 - h. DOC reasonably considers that anything about the Project may bring DOC or the Project into disrepute.
55. DOC may recover all or part of the Funding paid from you as follows:
- a. **Misspent Funding:** At any time DOC may recover from you the amount of any Funding that has been spent or used other than in accordance with this Agreement.
 - b. **Uncommitted Funding:** On expiry or termination of this Agreement, DOC may recover any Funding paid to you, which you:
 - i. Have not spent or contractually committed to spend in accordance with this Agreement; or
 - ii. Has spent or contractually committed to spend in accordance with this Agreement but which you can have refunded or released from the commitment using reasonable endeavours to obtain such refund or release.
56. Suspension or termination of the Agreement does not affect the rights, claims or obligations of either Party that have accrued up until that date.
57. Clauses 30, 31, 55, 56, 57 and 58 survive expiry or termination of this Agreement.
58. DOC is not liable (including in negligence) to you for any direct or indirect damage, loss or cost in relation to the Project.

Force Majeure

59. Where either you or DOC ('Affected Party') is unable to carry out its obligations in accordance with this Agreement due to a Force Majeure Event, and:
- (i) the Affected Party gives the other party immediate written notice of the nature, the expected duration of, and the obligation affected by, the Force Majeure Event;
 - (ii) the Affected Party gives regular updates of the expected duration of and effects of the Force Majeure Event; and
 - (iii) the Affected Party uses all reasonable endeavours to:
 - (A) mitigate the effects of the Force Majeure Event on the Affected Party's obligations under this Agreement; and
 - (B) perform the Affected Party's obligations under this Agreement despite the Force Majeure Event,

that obligation is suspended for so long as, and to the extent that, the Affected Party is affected by the Force Majeure Event.

60. If your obligation is relieved under clause 59, DOC will not be obliged to provide the Funding for any part of the Project that has not been provided in accordance with this Agreement due to the Force Majeure Event. For the avoidance of doubt, DOC may at its discretion provide that part of the Funding if it is satisfied that it is reasonable to do so.
61. COVID19 Event: If during the Term of this Agreement, an outbreak of COVID-19 occurs and the New Zealand Government activates its four-level alert system which prevents the Project from lawfully proceeding, the parties will work together in good faith and use reasonable endeavours to negotiate a variation to this Agreement (**Variation**). Any such Variation will include that DOC, subject to clause 12 (Funding appropriation), will, pay the Recipient sufficient funds of the Funding to ensure all wages, salary and other payments (for example, contractual commitments) required for the FTEs of the Project can continue to be paid during the COVID 19 event, provided that the Recipient is not receiving any other Government funding to cover those costs.

General

62. You do not have the right to enter into any commitment, contract or agreement on behalf of DOC or any associated body.
63. You do not have the right to make any public statement or comment on behalf of DOC.
64. No legal partnership, joint venture, principal/agent or employer/employee relationship exists between you and DOC regarding the Project.
65. The legally binding effect of this Agreement extends to both Parties' partners, successors, executors, administrators, assigns and legal representatives.
66. This Agreement records the full agreement between the Parties. Any variation must be in writing, signed by both you and DOC, and then attached to this Agreement.
67. Any legal notification or warning must be in writing and given by personal delivery, pre-paid post or email addressed to the receiving Party at the contact address provided in Schedule 4. This notification will be considered received on the date a personal delivery is made, five Business Days after the letter is posted, or on the date the email is sent.
68. No failure, delay, or indulgence by any Party in exercising any power or right conferred on that Party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
69. Any illegality, or invalidity or unenforceability of any requirement in this Agreement does not affect the legality, validity or enforceability of any other requirements.

The Parties have read, understood and agreed to every clause of this Agreement.

Signed by the Acting Director-General of Conservation under an Instrument of Delegation

9(2)(g)(ii)



Date: 29/10/2021

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.

SIGNED for and on behalf of the **RECIPIENT**
by the person named below, being a person
duly authorised to enter into obligations on
behalf of the Recipient:

9(2)(g)(ii) [Redacted]

Name: 9(2)(g)(ii) [Redacted]

Position: 9(2)(g)(ii) [Redacted]

Date: 4 October 2021

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SCHEDULE 1

The Project, the Funding and Milestones

The Project

Through this Project, you will employ people to restore the mauri of Auckland's ancestral mountains through integrated pest control, weeding and restoration work. The Project will support the removal of pest animals and plants (possums, rodents, lizards, mustelids exotic, environmental pest plants) that have had a significant impact on the ecology of the Maunga, as well as ongoing vegetation restoration work to establish ecological corridors for native fauna.

Employment Outcomes:

You will employ people into roles with a full-time equivalent (FTE) of 13FTE per year, a total of 39 FTEs across the Term. It is expected that there will be 10 to 13 roles created under this Agreement.

Note that 1FTE = 1560 hours per year

It is recognized that you will engage directly with Ngā Mana Whenua o Tāmaki Makaurau, the Tūpuna Taonga Trust and local communities to support Māori communities that are struggling with the economic impacts of COVID 19.

You will also work with MSD to identify appropriate people to employ through this Project where appropriate.

Training Outcomes:

All employees will receive training for undertaking restoration work on the maunga. That training is likely to include:

- Team leadership
- Conservation Delivery
- Pest plant and pest animal identification
- Native flora and fauna identification
- Planting
- Trapping
- Baiting
- Weeding
- Health and safety training
- Outdoors First Aid training
- Driving 4x4
- The use of scrub bars and other machinery
- Kaitiakitanga,
- Te Reo Māori
- Tikanga Māori
- Community engagement
- Agrichemical use and handling

Conservation Outcomes:

Through this Project, you will undertake the following:

	Year 1	Year 2	Year 3	Total
Possum control (Ha)	230	230	230	230
Rat and mustelid control (Ha)	230	230	230	230
Other pest control (Ha)	147	147	147	147
Weeds controlled - excluding conifer (Ha)	180	180	180	180
Ecosystem restoration planting (excl riparian) (Ha) (consider related pest control)	42	42	42	42
Wetland restoration (Ha)	1.3			1.3
Trees planted (excl riparian)	50,000	50,000	40,000	140,000

The Funding

The total funding available under this Agreement is \$3,000,000 (plus GST, if applicable) payable in accordance with the Milestone and Instalments Table below.

Milestones and Instalments Table

Expected Date	Milestone / Deliverable	Instalment payable \$ (plus GST, if applicable) subject to receipt of satisfactory report for the corresponding period
Commencement Date	This Funding Agreement is signed by both parties. Confirmation that recruitment of initial employees will commence within 7 days.	\$250,000
31 December 2021	<u>Employment Outcomes:</u> <ul style="list-style-type: none">Procurement documentation has been drafted and process underway for finding appropriate contractor to deliver the process.Procurement process is underway for 2 internal FTEs. Quarterly report due in 10 Business Days.	N/A
31 March 2022	<u>Employment Outcomes:</u>	\$250,000

	<ul style="list-style-type: none"> • Procurement process is complete, and a contractor selected. • Mana Whenua engaged in the project. <p>Quarterly report due in 10 Business Days.</p>	
30 June 2022	<p><u>Employment Outcomes:</u></p> <ul style="list-style-type: none"> • 13 FTEs have been employed. <p><u>Training Outcomes:</u></p> <p>13 FTEs have received training in the following areas:</p> <ul style="list-style-type: none"> • Health and Safety. • Conservation Delivery. • First Aid Training. • Tikanga Māori and Te Reo Māori, kaitiakitanga. • Agrichemical use and handling. <p>Quarterly report due in 10 Business Days.</p>	\$250,000
30 September 2022	<p><u>Conservation Outcomes:</u></p> <p>End of first funding year, confirmation of 13 FTE</p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> • 230 Ha of possum control management and monitoring undertaken. • 230 Ha of rat control management and monitoring undertaken. • 147 Ha of rabbit monitoring undertaken. • 180 Ha of weeds controlled. 	\$250,000

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	<p><u>Training Outcomes:</u></p> <p>13 FTEs have received training in the following:</p> <ul style="list-style-type: none"> • Pest plant and pest animal identification. • Native flora and fauna identification. • Planting. • Trapping. • Baiting. • Weeding. <p>(subject to availability of trainers and programming with contractor)</p> <p>Quarterly report due in 10 Business Days.</p>	
31 December 2022	<p><u>Conservation Outcomes:</u></p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> • 230 Ha of possum control management and monitoring undertaken. • 230 Ha of rat control management and monitoring undertaken. • 147 Ha of rabbit monitoring undertaken. • 180 Ha of weeds controlled. • 42 Ha of ecosystem restoration planting undertaken. • 50,000 plants planted across Ngā Tūpuna Maunga. • 1.3 Ha Wetland Restoration. 	\$250,000

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	<p><u>Training Outcomes:</u></p> <p>Quarterly reports to show progress against employment outcomes:</p> <ul style="list-style-type: none"> • Community engagement. • The use of scrub bars. • Driving 4x4. <p>Quarterly report due in 10 Business Days.</p>	
31 March 2023	<p><u>Conservation Outcomes:</u></p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> • 230 Ha of possum control management and monitoring undertaken. • 230 Ha of rat control management and monitoring undertaken. • 147 Ha of rabbit monitoring undertaken. • 180 Ha of weeds controlled. <p><u>Employment Outcomes:</u></p> <ul style="list-style-type: none"> • Confirmation that 13 FTE (1560hrs x 13) have been employed by the program. <i>(Note that this is subject to staff attrition)</i> <p>Quarterly report due in 10 Business Days.</p>	\$250,000
30 June 2023	<p><u>Conservation Outcomes:</u></p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> • 230 Ha of possum control management and monitoring undertaken. • 230 Ha of rat control management and monitoring undertaken. 	\$250,000

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	<ul style="list-style-type: none"> • 147 Ha of rabbit monitoring undertaken. • 180 Ha of weeds controlled. <p>Quarterly report due in 10 Business Days.</p>	
30 September 2023	<p><u>Conservation Outcomes:</u></p> <p>End of second funding year, confirmation of 13 FTE</p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> • 230 Ha of possum control management and monitoring undertaken. • 230 Ha of rat control management and monitoring undertaken. • 147 Ha of rabbit monitoring undertaken. • 180 Ha of weeds controlled. <p>Quarterly report due in 10 Business Days.</p>	\$250,000
31 December 2023	<p>Milestones are reviewed by DOC and TMA to ensure they remain fit for purpose.</p> <p><u>Conservation Outcomes:</u></p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> • 230 Ha of possum control management and monitoring undertaken. • 230 Ha of rat control management and monitoring undertaken. • 147 Ha of rabbit monitoring undertaken. • 180 Ha of weeds controlled. • 42 Ha of ecosystem restoration planting undertaken. 	\$250,000

	<ul style="list-style-type: none"> 50,000 plants planted across Ngā Tūpuna Maunga. <p>Quarterly report due in 10 Business Days.</p>	
31 March 2024	<p><u>Conservation Outcomes:</u></p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> 230 Ha of possum control management and monitoring undertaken. 230 Ha of rat control management and monitoring undertaken. 147 Ha of rabbit monitoring undertaken. 180 Ha of weeds controlled. <p>Confirmation that the Delivery Partner is on track to meet the total conservation outcomes listed in schedule 1 by the end of the project term.</p> <p><u>Employment Outcomes:</u></p> <ul style="list-style-type: none"> Confirmation that 13 FTE (1560hrs x 13) have been employed by the program. <i>(Note that this is subject to staff attrition).</i> <p>Quarterly report due in 10 Business Days.</p>	\$250,000
30 June 2024	<p><u>Conservation Outcomes:</u></p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> 230 Ha of possum control management and monitoring undertaken 230 Ha of rat control management and monitoring undertaken 147 Ha of rabbit monitoring undertaken 180 Ha of weeds control 	\$350,000

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	Quarterly report due in 10 Business Days.	
30 September 2024	<p><u>Conservation Outcomes:</u></p> <p>Quarterly reports to show progress against conservation outcomes:</p> <ul style="list-style-type: none"> • 230 Ha of possum control management and monitoring undertaken • 230 Ha of rat control management and monitoring undertaken • 147 Ha of rabbit monitoring undertaken • 180 Ha of weeds controlled • 42 Ha of ecosystem restoration planting undertaken • 50,000 plants planted across Ngā Tūpuna Maunga. <p>Confirmation that the Delivery Partner is on track to deliver the conservation outcomes listed in schedule 1 by the end of the project term.</p> <p><u>Employment Outcomes:</u></p> <ul style="list-style-type: none"> • Confirmation that the project is on track to meet the 13 FTE (1560hrs x 13) employment outcomes for year 3 listed in schedule 1. <p><i>(Note that this is subject to staff attrition).</i></p> <p>If this is the case, then a plan to make up the hours will be tabled as part of the quarterly report.</p> <p><u>Training Outcomes:</u></p> <ul style="list-style-type: none"> • Confirmation that the Delivery Partner is on track to ensure all kaimahi have received training the training outcomes listed in schedule 1 by the end of the project term. 	\$150,000

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Within 3 months of the end of the Project	End of Project Report due	N/A
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All reports must be provided as detailed in Schedule 2.

SCHEDULE 2

Reporting requirements

1. You will provide DOC with the following reports (on the templates provided by DOC):
 - a. a monthly report within 8 Business Days of the last day of each month;
 - b. a quarterly report within 10 Business Days after each quarter of 31 March, 30 June, 30 September and 31 December and prior to a milestone payment; and
 - c. End of Project Report within 3 months of the End Date.
2. Each monthly report must include the following information:
 - a. JFN Project ID [AL19.3];
 - b. project scale ('Regional' or 'National')
 - c. total number of new people who have started during the month on this Project (not required if submitted in Rataka Taiao App);
 - d. total number of people employed on the Project (not required if submitted in Rataka Taiao App);
 - e. number of paid hours worked on this Project (not required if submitted in Rataka Taiao App); and
 - f. information on any health and safety incidents.
3. Each quarterly report must include the following information:
 - a. descriptions of project progress, including any risks, against Milestones/deliverables and JFN purpose,
 - b. Project details, such as media updates and contractors used;
 - c. actual conservation output measures and potential impact/benefit measures of relevance, outlined in Part B below;
 - d. funding and expenditure to date and budgeted;
 - e. plans for the next quarter, including both financial and project deliverables, and
 - f. health and safety reporting as described in Part C below.
4. The End of Project Report must include the following information:
 - a. an analysis of how the Funding has enabled you to achieve the key outcomes of the Project;

- b. how the Funding has achieved outcomes that align with the purpose of Jobs for Nature;
- c. summary of expenditure over the course of the Project; and
- d. any other information that is notified by DOC in writing to you.

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Part A – Employment and Training Output Measures

Output Measures	
Measure	Description of measure
Employment	
Employment Starts	Number of new people employed since the previous report
People currently employed	Number of people employed at the end of the reported month
Total hours	Worked hours combined from all employed people
Training	
Formal training	Number of people in formal training
Formal training completion	Number of people who have completed formal training
NZQA credits	Number of NZQA credits earned

Part B – Conservation Output Measures and Potential Impact/Benefit Measures

[Drafting Note (to be deleted): To be tailored with the recipient to provide relevant reporting for the Project.]

Output Measures	
Animal pest control – if applicable	
Hectares (ha) treated for possums	Total hectares (ha) where animal pests were controlled
Hectares (ha) treated for rats and/or mustelids	Total hectares (ha) where animal pests were controlled
Hectares (ha) treated for other animal pests (please specify)	Total hectares (ha) where other animal pests were controlled
Weed pest control - if applicable	
Hectares (ha) treated for weeds	Total hectares (ha) where weeds were controlled (excluding wilding conifers)
Ecosystem restoration - if applicable	
Hectares (ha) of planting restoration (not freshwater)	Total hectares (ha) restored by plantings (excluding riparian, lake or wetland areas)
Number of plants planted (not freshwater)	Total number (count) of plants planted (excluding riparian, lake or wetland areas)
Hectares (ha) of planting restoration (freshwater)	Total hectares (ha) riparian strip restored by plantings (at riparian, lake or wetland areas)
Number of plants planted (freshwater)	Total number (count) of plants planted (at riparian, lake or wetland areas)

Potential impact/benefit measures	
Measure	Description of measure
Wellbeing	
Wellbeing survey - joining	Number of employees offered to complete the Wellbeing Survey upon joining
Wellbeing survey - leaving	Number of employees offered to complete the Wellbeing Survey upon leaving
Biodiversity - if applicable	
Number of actively managed EMUs	Increase in priority ecosystem management units (EMUs) and species management units (SMUs) fully managed
Ecosystem representation in managed sites	More ecosystem types are represented in managed EMUs
Ecosystem condition in managed sites	Higher estimated integrity of managed ecosystems
Species representation in managed sites	Threatened species have populations greater than 1 in a managed site
Species persistence in managed sites	Increase of threatened or at-risk species have enough populations adequately managed for persistence
Freshwater - if applicable	
Number of rivers under management	River catchments protected and restored for long-term resilience and progress to conservation of a representative range of freshwater catchments
Improved stakeholder satisfaction	Stakeholders actively involved
Migratory freshwater fish management and security	Assured long-term persistence of migratory fish species across their range
Invasive aquatic pest management	Increased number of pest control programmes

Part C - Health and safety monitoring and reporting requirements

1. Quarterly summary of health and safety

You will deliver a written quarterly report to DOC summarising all the health and safety incidents relating to all services provided under this Agreement. The report will include:

- a) The identity of the Project or piece of work the incident related to.
- b) Corrective actions identified for each critical risk incident and whether these have been implemented. This includes any corrective actions taken as a result of your or DOC evaluation or WorkSafe NZ audit or investigation or internal investigation resulting from a notifiable event.
- c) Summary of evaluations undertaken.
- d) Any instance where any participants while carrying out services have not complied with the requirements of this Agreement or *Health and Safety at Work Act 2015* in relation to health and safety or have not complied with the health and safety practices or policies in place.

- d) Current status of any injured participants; and
- e) Any damaged property or environmental damage to the extent that it relates to a health and safety risk to the Project.

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SCHEDULE 3

Managing Contractor/Recipient Health & Safety Risks: Jobs for Nature

Health and Safety Charter

We are committed to the health and safety of our people

Purpose

The purpose of this charter is to ensure there is a consistent approach to health, safety and good practice for all parties involved with the Jobs for Nature programme.

Our aim is that every worker goes home safe and health every day and the outcomes of the Jobs for Nature programme are achieved.

By committing to this charter, we will keep ourselves and others safe, fulfil our duties under the *Health and Safety at Work Act 2015* and model best practice health and safety procedures.

Who is this Charter for?

Parties to the charter include:

- Department of Conservation (DOC)
- Employers
- Organisation/Entity
- Trusts and community groups
- Project Managers
- All consultants, contractors, and sub-contractors.

Workers on Jobs for Nature projects do not commit to the charter; however, they do have a health and safety role to play.

Our Commitments

Protecting everyone involved in the Jobs for Nature programme is something we do every day.

By adopting good practice and the commitments below we will continuously improve the health and safety of our people, environment, and industry.

Leadership in Governance

As leaders we will demonstrate a visible and practical commitment to health and safety

Through our formal agreements we will commit to this charter and champion it.

We will ensure health and safety is a key focus at all Governance Group meetings, Organisation/Entity meetings and is part of engagement with other stakeholders to this charter.

Working together

As a party to the Jobs for Nature Programme we will:

- Treat others with respect;
- Act in good faith, and
- Respect the equality of all member organisations, their representatives, and systems.

Health and safety

We all protect our own and other workers' mental health, physical health, and physical safety with equal diligence.

We will:

- Manage the cumulative effects of stress, long hours, or intensive field operations.
- Manage the risks related to having people working in remote locations.
- Provide education, information and any other materials about the tasks being undertaken that may pose a health risk to workers.
- Provide education and follow procedure for injury prevention and management (including assigning roles and responsibilities).
- Identify workplace health and safety risks and hazards, such as (but not limited to) exposure to harmful substances, working around moving vehicles and equipment, driving, or using aircraft during operations.
- Monitor all potential risks and hazards
- Record and manage any accidents or incidents resulting in long term harm with regular medical follow-up.
- Record and investigate all near misses and share investigation findings.

Developing our competencies

All our workers will receive health and safety training and be inducted onto their worksite prior to starting work.

They will receive ongoing health and safety training, and we will supervise them until they are fully competent and compliant.

We will follow best practice, including (but not limited to):

- *Health and Safety at Work Act 2015*
- *Hazardous Substances and New Organisms Act 1996 (HSNO Act)*

- *Relevant approved codes of practice for tasks being undertaken.*

We will also follow any guidelines provided by relevant organisations, such as information on vehicle driving standards, and operational field health and safety.

To achieve this commitment, all contractors will ensure workers can perform their tasks safely. They will:

- Maintain training records for workers and make this available on request.
- Have procedures for assessing and reassessing the competency of workers and ensure they remain qualified or licensed, and competent.
- Have an induction process for workers and visitors.
- Have a record of all workers and visitors to the site.

Operational Safety

We implement and evaluate operation-specific Health and Safety Management Plans as specified in our contractual agreements.

We give workers access to specific safety information for each project.

Continuous improvement

We actively maintain our safety management systems and we embrace opportunities to learn and improve.

We do this by:

- Staying up to date with technological advances that will improve health, safety, and good practice.
- Having worker friendly systems in place for reporting all events, near-misses and hazards.
- Sharing outcomes from site evaluations and reports in a timely manner in order to improve our systems.

No tolerance for impairment

We will not let people's safety be compromised by anyone fatigued or under the influence of alcohol or other drugs.

We will support a drug and alcohol policy with Project Managers that includes:

- A commitment to work with employees, their representatives, and contractors to promote a work environment free from drugs and alcohol.
- A process for pre-employment, post incident, random and "reasonable cause" drug and alcohol testing through a reputable company.
- Removing anyone from the worksite who is deemed "unfit for work" or is thought to be under the influence of alcohol or other drugs.

We will work to prevent fatigue-related incidents by:

- Discussing fatigue as a potential hazard with all parties.
- Identifying risks (for example long hours, intensive operation, stress) that can cause fatigue.
- Ensuring fatigued people don't drive or undertake other dangerous activities.

Operational communication

We commit to making our people aware of hazards and risks so they can look after themselves and keep others safe.

All workers will have at least two ways to send information or call for help wherever they are working.

All workers and visitors will communicate with those in charge of a site (Project Managers) where they will be to arrange to be inducted into the work site.

This includes:

- Agreeing a time and place to meet with landowners or managers.

- Asking for information on site-specific hazards, controls, or site rules.
- Providing relevant safety plans and information for all hazards being introduced to the site.

Anyone undertaking Jobs for Nature work is responsible for the work including the immediate area where their work is done, regardless of who owns the site. This is based on the principle that anyone creating a risk, must own that risk.

Anyone from the Jobs for Nature programme who visits a contractor operation must follow all reasonable instructions in accordance with their documented Health and Safety Management Plan.

Health and Safety Requirements for all Jobs for Nature Projects

Every party involved in Jobs for Nature (DOC, Organisation/Trusts, Organisation/Entity Leads, Project Managers, employers, workers) has some health and safety responsibility. Jobs for Nature projects will have situations where multiple Person Conducting a Business or Undertaking (PCBU's) will be operating on site and will have shared overlapping PCBU duties. All PCBU's must consult, cooperate, and coordinate with each other about health and safety matters.

Specific health and safety requirements for Jobs for Nature will be outlined in your agreement.

These include:

- 1) During the Contract (funding) term the Organisation/Trust, Organisation/Entity Lead, Project Manager/Contractor will:
 - a) Consult, cooperate and coordinate with the Organisation/Entity and/or the DOC to ensure that the parties each comply with their respective obligations under The Health and Safety at Work Act 2015 (HSWA).
 - b) Perform its, and ensure that its Workers perform their, obligations under this agreement in compliance with the HSWA legislation, including but not limited to:
 - i) Duties of a PCBU under SS36-43 of HSWA.
 - ii) Obligations relating to the identification of hazards and implementation of control measures under the HSWA General Risk and Workplace Management Regulations 2016.
 - iii) Duties relating to the keeping of records under s57 of HSWA.
 - c) Comply with all reasonable directions of the Organisation/Entity and/or DOC relating to Health and Safety, as notified to the Project Manager/Contractor from time to time, that are reasonably necessary to allow DOC and/or Organisation/Entity to manage its duties as a PCBU.
- 2) DOC and Organisation/Entity will acknowledge that any worker engaged in a Jobs for Nature project has a statutory right to call STOP and cease or refuse to carry out unsafe work as defined under section 82 of the HSWA.
- 3) During the term, the Organisation/Entity Lead and/or Project Manager will:
 - a) Maintain a general health and safety policy and practices that are appropriate to the nature of services provided to the Organisation/Entity and/or DOC.
 - b) Comply with all H&S policy and practices, and ensure all workers also comply.
- 4) Submit a health and safety management plan to the Organisation/Entity and/or DOC which includes the identification of all risks arising from the contracted activities and outlining how they propose to mitigate and manage these risks.

Health and Safety Management Plan and Site-Specific Safety Plan

The Project Manager/Contractor must have a H&S management plan and prepare a Site-Specific Safety Plan (SSSP) which identifies all potential risks and hazards of all personnel on the project site.

The systems (supported by relevant documents) that need to be in place will include:

A H&S Management Plan/System that encompasses:

- Risk management which includes hazardous substances requirements, PPE, and processes to develop site or job specific risk management plans.
- A training and supervision system that ensures workers have specific knowledge and skills to manage the risks to which they will be exposed.
- Mechanism to record and report incidents, notifiable events and near misses.
- Injury Management System including processes relating to ACC claims and rehabilitation.
 - Processes for engaging with other PCBUs.
 - Emergency Planning and Readiness.
- Worker Engagement system (including mechanisms to ensure participation and representation).

At a specific site or project level, health and safety should be supported by a Site Safety Plan (SSSP) which includes:

Risk register and method statements for planned work tasks for the specific project, outlining the risks and controls in place to manage them.

- Safety procedures for the work to be carried out.
- Requirements for personal protective equipment (PPE) and safety equipment.
- Training and supervision matrix for all staff working on a project/site. This needs to include the competencies associated with all machinery and tools and NZQA qualifications.
- Emergency procedures and first aid equipment
- Hazardous substances register/safety data sheets
- Methods for worker engagement and participation.

The Project Manager and/or Contractor(s) must submit the Site-Specific Safety Plan to the Organisation/Entity Lead. Onsite works must not start until this has been submitted and signed off by the Organisation/Entity Lead.

When operating on Public Conservation Land, the Contractor must ensure that their Safety Plan includes procedures to maintain the safety of users of adjacent tracks during construction, including use of appropriate signs, barriers, and other protection considered necessary.

Subcontractors

If a Subcontractor is to be used for a part or whole of the project, the Project Manager/ Contractor must have a process in place for reviewing their safety documents and monitoring safety on site.

The Project Manager/Contractor must ensure the Subcontractor is familiar with:

- The Project Manager's/Contractor's health and safety policy and procedures.
- With the contents of the health and safety risk register.

- Any health and safety information or directions given by DOC, the Organisation/Entity or Project Manager to the Contractor.

The Organisation/Entity and/or DOC must be notified of the use of a Subcontractor before they commence work. The Organisation/Entity may then require the Project manager or Contractor to:

- Conduct a health and safety prequalification process for all, or any, Subcontractors the Contractor proposes to use to deliver the Services; and/or
- Submit an amendment to the existing Site-Specific Safety Plan (SSSP), to address specific health and safety risks posed by the proposed use of the Subcontractor.

Health and Safety evaluation and inspection

The Organisation/Entity must evaluate the health and safety of a project throughout the duration of the project. This evaluation should be done more frequently where the project is higher risk or larger in scope.

The Organisation/Entity will provide a summary of the evaluations undertaken in their H&S summary section within their quarterly project reporting.

The Organisation/Entity and/or DOC may, at any time during the term of the project/contract:

- Require information or documentation from the Project Manager/Contractor in relation to any matter concerning the Contractors health and safety performance or compliance in relation to the contract, or a health and safety incident or risk
- Carry out an evaluation of the Project Manager/Contractor's health and safety system as it relates to this agreement.
- Carry out a physical inspection of any place of work that the Project Manager/Contractor is using or intends to use in connection with the fulfilment of the project/contract.
- If, at any stage during the course of the project/contract works, the Organisation/Entity and/or DOC or the delegated representative(s) observe activities or procedures that do not comply with the Safety Plan and/or exposes person/s to undue risk, the Organisation/Entity and/or DOC, or the delegated representative may issue a 'Stop Work' notice to the Project Manager/Contractor.
- The Project Manager/Contractor may not apply for an extension of time which arises out of a 'Stop Work' notice that is issued to the Contractor as a result of a health and safety breach.
- The Contractor must ensure a suitably qualified and trained first aider is always on site.

Health and safety reporting

During the term of the agreement the Organisation/Trust, Organisation/Entity Lead and/or Project manager will within one day of becoming aware of a Notifiable event arising from the project or supply of services to the Organisation/Entity and/or DOC, report details of any worker involved, the nature and location of the incident, and the type and extent of the health and safety risk raised by the incident.

The Organisation/Entity and Project Manager will notify all non-notifiable events and incidents occurring during the delivery of an Organisation/Entity project to DOC within the health and safety report provided to DOC (See below).

If applicable, the Contractor will notify WorkSafe NZ in accordance with the requirements of HSWA.

A quarterly summary report of all incidents will need to be provided, from the Organisation/Entity to DOC, in the quarterly report. The Project Manager should be collecting this data at site and feeding it back to the Organisation/Entity Lead and Organisation/Trust.

Reporting is to fall under the following three categories:

1. Notifiable events

As set out in the agreement. Notifiable events must be reported to DOC, the Organisation/Entity and Organisation/Trust Leads within one business day by the Project Manager or other PCBU's on site of a Jobs for Nature project.

2. Reporting of critical risk incidents

Organisation/Entity Leads, Project Managers and the Organisation/Entity must report any critical risk incidents to each other and DOC as soon as practicable.

A critical risk incident means any health and safety incident involving any critical risk identified and agreed by the Organisation/Trust, DOC and/or other Jobs for Nature PCBU's that has a potential for serious harm. Critical risks will be identified and agreed in individual health and safety management plans before work begins at site.

3. Summary of all incidents

In addition to other H&S project reporting requirements, the Organisation/Entity will provide in their quarterly report to DOC a summary of all the health and safety incidents relating to all Jobs for Nature projects. The summary will include:

- The identity of the project or piece of work the incident related to.
- Corrective actions identified for each critical risk incident and whether these have been implemented. This includes any corrective actions taken as a result of any DOC evaluation or WorkSafe NZ audit or investigation or internal investigation resulting from a notifiable event.
- Any instance where any workers while carrying out services have not complied with the:
 - requirements of the Organisation/Entity Agreement with DOC or the Agreement in relation to health and safety
 - requirements of the Health and Safety at Work Act
 - the health and safety practices or policies of the Project Manager.
- Current status of any injured workers.
- Any damaged property or environmental damage to the extent that it relates to a health and safety risk to the Jobs for Nature project.

SCHEDULE 4

Key Contacts

Key Contacts for this Agreement (as notified from time to time) are:

Project Holder	
Key Contact:	9(2)(g)(ii)
Postal address:	Private Bag 92300, Victoria Street West, Auckland 1142
Physical address:	135 Albert Street, CBD Auckland 1010
Email address:	9(2)(g)(ii) @aucklandcouncil.govt.nz
Phone number:	9(2)(g)(ii)

DOC	
Delivery Manager:	9(2)(g)(ii)
Postal address:	C/- Conservation House PO Box 10420 Wellington 6143
Physical address:	Bledisloe House 24 Wellesley Street West, Auckland CBD, Auckland 1010
Email address:	9(2)(g)(ii) @doc.govt.nz
Phone number:	9(2)(g)(ii)