

11 June 2024

File Ref: OIA 48657



Tēnā koe

Official Information Act request

Thank you for your information request dated 13 May 2024. You asked for the following information:

“I am writing to request a list of all grants and/or funding provided to the Port Nicholson Block Settlement Trust (PNBST) from January 1, 2014, to December 31, 2021.

I kindly request that the compiled list include the following information:

- Name of the grant/fund*
- Type of grant/fund*
- Amount of grant/fund*
- Date/s of approval and disbursement of the grant/fund*
- Name of the individual or organisation that applied for the grant/fund on behalf of PNBST* Additionally, I request copies of the signed agreements for each grant/fund provided to PNBST.”

Regarding the formatting of the response, I would appreciate it if the compiled list could be provided in a landscape-oriented table in PDF format, separate from other documents. For the agreements, please combine them into one PDF, if possible, with each agreement numbered.

In the response letter, I would also like a document schedule outlining the details of each agreement (name, date, and type). This will provide clarity and guidance in understanding the agreements.”

Your request has been considered in accordance with the Official Information Act 1982 (the Act).

In response to your request, there were two funding agreements between Te Puni Kōkiri to Port Nicholson Block Settlement Trust (the Trust) from 1 January 2014 to 31 December 2021. My decision with regard to the release of this information is 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, including that of deceased natural persons
- Section 9(2)(ba)(i) – as release of the information would be likely to prejudice the supply of similar information, or information from the same source, and it is in the public interest that such information should continue to be supplied
- Section 9(2)(k) - prevent the disclosure or use of official information for improper gain or improper advantage.

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

A summary in the format you have requested has been provided in Appendix B, and I have also provided an overall summary below:

- In 2016, Māori Housing Network funding of \$2,660,732 was awarded to deliver infrastructure for 23 house sites and construction of eight two-bedroom rentals. This agreement received time extensions and was completed in July 2021 with 23 infrastructure sites and 11 rental houses completed with the Trust delivering more rental houses than what was originally contracted.
- In 2019, Te Ara Mauwhare funding of \$1,695,000 was awarded to deliver:
 - Part One: four Sorted Kainga Ora programmes. All four Sorted Kāinga Ora programmes were delivered by August 2020; and
 - Part Two: 15 house and land packages in support of medium income whānau Māori on their pathway to home ownership, this is ongoing with the end date extended to June 2025.

Copies of these signed agreements along with contract variations have been provided (Appendix A refers).

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 uia@tpk.govt.nz.

Ngā mihi



Terina Cowan

Hautū, Te Puni Whakahaere Tikanga | Deputy Secretary, Strategy Finance & Performance

Appendix A – documents OIA request from [REDACTED] dated 13 May 2024

Item	Date	Document description	Decision
1.	16 March 2016	MHN26 - Māori Housing Network Funding Agreement	Released with certain information withheld under sections 9(2)(a), 9(2)(ba)(i) and 9(2)(k)
2.	20 June 2019	TAM43852 and TAM54341 – Te Ara Mauwhare Agreement	Released with certain information withheld under sections 9(2)(a), 9(2)(ba)(i) and 9(2)(k)

Appendix B – Funding Summary

Fund	Type of grant/fund	Amount awarded	Date of approval	Contract Start Date	Date closed	Funding signatory for the Trust
Māori Housing Network	Conditional Grant	\$1,130,074.00	March 2016	March 2016	July 2021	Neville Barker (Chair) - Port Nicholson Settlement Block Trust
Te Ara Mauwhare	Conditional Grant	\$2,660,732.00	June 2019	June 2019	Ongoing	Wayne Mulligan (Chair) - Port Nicholson Settlement Block Trust



Te Puni Kōkiri
PO BOX 301520
Lower Hutt 5040

Telephone: (04)570 3180
Facsimile: ((04) 570 3181
Email:
tpk.tetaihauauru.govt.nz

16 March 2016

Ref: MHN 26

Neville Baker
Chairman
Port Nicholson Block Settlement Trust
Tramways Building
1-3 Thorndon Quay
WELLINGTON 6144

Tēnā koe Neville

MĀORI HOUSING NETWORK FUNDING AGREEMENT

1. This Agreement between Port Nicholson Block Settlement Trust (“you”) and Te Puni Kōkiri (“Te Puni Kōkiri”) is deemed to have started on 16 March 2016 and will end on 30 November 2016.
2. During the term of this Agreement, Te Puni Kōkiri will pay you the sum of up to:
 - one million, one hundred and thirty thousand and seventy four dollars (\$1,130,074) including GST if any (capital grant); and
 - one million, five hundred and thirty thousand, six hundred and fifty eight dollars (\$1,530,658) plus GST if applicable (infrastructure grant) together making up the Funds towards the Project (“the funds”) for the following purpose:

To assist Port Nicholson Block Settlement Trust’s first stage infrastructure development for 23 house sites and the construction of eight two-bedroom kaumātua rental units in Wainuiomata (“the Project”).

3. The Project will contribute to the overarching outcome of the Māori Housing Network: “Whānau Māori living in safe, secure and healthy homes”. It will do this by contributing to the following focus area/s
 - Increasing the supply of affordable housing for Māori

P. B.



4. In order to complete the Project you will utilise the funds to undertake the Outputs (“the Outputs”), complete the Reporting requirements (“the Reports”) and comply with the Special Conditions (if any) detailed in the Schedule/s of this Agreement.
5. Leighton Karawana, Advisor, Te Tai Hauāuru Te Puni Kōkiri is the contact for this Agreement and you will deal directly with him on all matters relating to this Agreement.
6. 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;
 - recognize each other’s responsibilities; and
 - encourage quality and innovation to achieve positive outcomes.
7. Te Puni Kōkiri will deliver any notices to you, in writing, at your offices at the address shown above. You must deliver all notices to the Crown, in writing, to Te Puni Kōkiri at the address shown above.
8. Nothing in this Agreement creates a legal relationship between the parties of partnership, joint venture, agency or employment.
9. 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 by signing and dating the acceptance below on both originals and returning one original to Te Puni Kōkiri. Your signature must be witnessed and the bottom of each page (including the Schedule and Terms and Conditions) must be initialed.

Ngā mihi



Di Grennell
Manahautū Tuarua, Hononga ā Rohe
Deputy Chief Executive, Regional Partnerships



On behalf of Port Nicholson Block Settlement Trust, we accept this Agreement on the terms and conditions as outlined.

Section 9(2)(a)

NAME of authorised signatory

Chairman

POSITION

Section 9(2)(a)

NAME of authorised signatory

TRUSTEE

POSITION

Section 9(2)(a)

Signature

Date 23 3 / 16.

Witness Signature **Section 9(2)(a)**

Witness Name: JASON FOX

Occupation: CHIEF EXECUTIVE

Town of Residence: WATN

Section 9(2)(a)

Signature

Date / /

Witness Signature **Section 9(2)(a)**

Witness Name: JASON FOX

Occupation: CHIEF EXECUTIVE

Town of Residence: WATN.

A.B.

[Signature]



TERMS AND CONDITIONS

1. OBLIGATIONS OF THE RECIPIENT

- 1.1 You will complete the Outputs within agreed timeframes and to Te Puni Kōkiri's satisfaction.
- 1.2 You will use the Funds only for the Outputs set out in the Schedule/s of this Agreement. In particular, you will not use the funding for office equipment, catering costs, security, and the purchase of alcohol or for any other costs which may bring Te Puni Kōkiri into disrepute.
- 1.3 You cannot assign this Agreement without Te Puni Kōkiri's prior written approval, such consent not to be unreasonably withheld.
- 1.4 If you subcontract any parts of the Outputs of this Agreement you are responsible for the acts and omissions of any subcontractor.
- 1.5 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.
- 1.6 You guarantee that you will comply with all the legal and legislative obligations you may have, including Health and Safety. This includes any policies and practices that Te Puni Kōkiri is required by law to ensure that you have in place.
- 1.7 You will make sure that you have adequate insurance cover for any loss or damage to property. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.8 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.
- 1.9 If required, you agree to publish Te Puni Kōkiri's logo on any documentation or advertisement relating to the Project for which this funding has been properly applied, and give acknowledgement to Te Puni Kōkiri during any presentation or media releases relating to the Project. You will contact the Te Puni Kōkiri Māori Housing Network to access approved logos and wording.
- 1.10 You will not knowingly be party to any arrangement which results in Te Puni Kōkiri or other Crown agencies effectively having to pay more than once for the supply of the same Outputs described in this agreement.
- 1.11 All Outputs you undertake in the performance of this Agreement must comply with:
 - Management of risks;
 - Good business practice guidelines; and
 - Professional standards and codes relevant to similar operating organisations.
- 1.12 You will keep true and proper financial accounts and make a record of all documents and information relating to the Outputs to a standard necessary for Te Puni Kōkiri to effectively monitor your performance.



- 1.13 The process used for collecting and presenting all information to TPK under this agreement must also be documented to:
- (a) identify the source of the data; and
 - (b) outline the process that was used for collecting and providing that information to Te Puni Kōkiri.

If requested by Te Puni Kōkiri you will provide access to this documentation to Te Puni Kōkiri or its agents.

- 1.14 If required by Te Puni Kōkiri you will ensure that the Funds paid to you will be shown separately in your accounts so that your expenditure of the Funds can be readily identified.
- 1.15 If required by Te Puni Kōkiri, you will, within 10 business days, notify us of the location and details of the bank account in which the funding is kept and provide to us, and the relevant financial institution, an authority for audit purposes only, for us to obtain any details relating to any use of the bank account.

2. CONFLICT OF INTEREST

- 2.1 You warrant that neither you nor any of your officers have any actual, perceived or potential conflict of interest which will or may affect your performance of the Outputs required under this Agreement.
- 2.2 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 or your officers may have.

3. EVALUATION

- 3.1 You shall 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 service delivery, and will facilitate and allow interview and follow-up of persons involved in the Project.
- 3.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Project and the support received. Te Puni Kōkiri will plan the evaluation of the Project 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.

- 3.3 Where an evaluation is required by Te Puni Kōkiri, you will co-operate fully and assist where required with any Māori Housing Network evaluation conducted by Te Puni Kōkiri and allow Te Puni Kōkiri or its agents, access to your records, premises, your staff, subcontractors or other personnel you have used to undertake the Project specified in this Agreement as part of this evaluation. Te Puni Kōkiri will give reasonable notice of the Māori Housing Network evaluation

P13
[Signature]



and will ensure that access under this clause will not unreasonably disrupt the Project. This clause will survive the termination of this Agreement.

4. AUDIT AND PERFORMANCE REVIEW

4.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit and/or performance review conducted by Te Puni Kōkiri and allow Te Puni Kōkiri or its agents, access to your records, premises, your staff, subcontractors or other personnel you have used to undertake the Project specified in this Agreement. Te Puni Kōkiri will give reasonable notice of the audit and/or performance review and will ensure that access under this clause will not unreasonably disrupt the Project. This clause will survive the termination of this Agreement.

5. ADMINISTRATION

5.1 You will advise Te Puni Kōkiri who in your organisation will be responsible for the day to day administration of this Agreement on your behalf.

5.2 Neither you nor Te Puni Kōkiri will be liable for any failure to perform, or any delay in performance of any obligations under this Agreement which are caused by circumstances beyond either party's reasonable control.

5.3 Where either you or we or any of us is affected by an uncontrollable event, the party affected must:

- (a) notify the other party of:
 - i. the nature of the circumstances giving rise to the uncontrollable event;
 - ii. the extent of that party's inability to perform; and
 - iii. the likely duration of that non-performance, and
- (b) take all responsible steps to remedy, or reduce the impact of, the uncontrollable event as soon as possible.

6. DISCLOSURE

6.1 Unless legally required to do so, 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.

6.2 If you are legally required to do any of the above, you will notify Te Puni Kōkiri immediately.

6.3 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including 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 and Te Puni Kōkiri is under a legal obligation to respond.

7. PUBLIC STATEMENTS

- 7.1 You will not issue any public statements or respond to any media enquiries or about any matter relating to this Agreement or the Outputs being provided without first obtaining the approval of Te Puni Kōkiri.
- 7.2 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, Project and Outputs under this Agreement.

8. INTELLECTUAL PROPERTY

- 8.1 Te Puni Kōkiri acknowledges that the intellectual property rights you own prior to the date of this Agreement remain your property and you acknowledge that the Crown owns copyright and all other intellectual property rights in all written materials produced specifically for Te Puni Kōkiri under this Agreement.
- 8.2 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.

9. CLAUSES SEVERABLE

- 9.1 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.

10. TERMINATION

- 10.1 This Agreement may be terminated at any time by mutual agreement.
- 10.2 If Te Puni Kōkiri is not satisfied with your performance under this Agreement, Te Puni Kōkiri will give you written notice of our concerns. You will then have seven days from receipt of the notice to remedy the situation.
- 10.3 If you fail to remedy a situation Te Puni Kōkiri has notified you of under clause 10.2, Te Puni Kōkiri will be entitled to terminate this Agreement immediately without prejudice to Te Puni Kōkiri's rights, remedies and obligations under this Agreement.
- 10.4 Te Puni Kōkiri has the right to terminate this contract without notice and without compensation where you:
 - (a) breach any of the terms of this Agreement;
 - (b) become bankrupt or insolvent;
 - (c) are convicted of any offence involving dishonesty or any criminal offence; or
 - (d) do anything which may bring Te Puni Kōkiri into disrepute.

P. B.
[Signature]



10.5 If this Agreement is terminated before its expiry date, you will refund to Te Puni Kōkiri any Funds that you have received for unperformed Outputs. Te Puni Kōkiri will have sole discretion to assess the value of any unperformed Outputs.

11. DISPUTE RESOLUTION

11.1 If a dispute arises both parties will attempt to resolve it with each other in the first instance. If the attempt is not successful, a mediator will be jointly appointed to assist with dispute resolution. The mediator will decide what the resolution process should be.

11.2 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.

11.3 The costs of a mediator will be divided equally between Te Puni Kōkiri and you. Other than that, each party will meet their own costs incurred during a dispute resolution process.

12. MISCELLANEOUS

12.1 Any changes to this Agreement must be in writing and signed by both parties.

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

12.3 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand.

12.4 This Agreement is not binding on either party until signed by both parties.

12.5 This Agreement may be novated by Te Puni Kōkiri if responsibility for managing the Māori Housing Network moves, at the discretion of the Crown, from Te Puni Kōkiri to another agency or department of the Crown. Where a transfer occurs:

- (a) Te Puni Kōkiri will notify you in writing of such change; and
- (b) the new Ministry or successor entity to the Māori Housing Network as a consequence of the notification of novation will be entitled to assume all the rights and obligations under this Agreement.



SCHEDULE 1 – PROJECT DETAILS

1. PROJECT

- 1.1. The funding from this Māori Housing Network Funding Agreement will be used to assist Port Nicholson Block Settlement Trusts' first stage infrastructure development for 23 house sites and the construction of eight two-bedroom kaumātua rental units in Wainuiomata.
- 1.2. The Project reference is MHN 26, and should be recorded on all correspondence, reports and invoices sent to Te Puni Kōkiri.

2. PROJECT OUTPUTS AND REPORTING DATES

- 2.1. Table 1 provides for the Outputs and due dates for the Project to be completed by 30 November 2016 (unless otherwise agreed to by the Te Puni Kōkiri) and the due dates for Reports as required under clause 3 of this Schedule:

Table 1

		Output Due Dates
Output 1	Commencement of Infrastructure Works (site works and installations)	30 May 2016
Output 2	Commencement of the eight rental houses – building contract in place and work commenced with site setup and concrete slabs commenced	30 June 2016
Output 3	Completion of Infrastructure	30 July 2016
Output 4	Eight rental houses 30% complete (independently and/or professionally certified – slabs laid and external wall frames in place)	30 August 2016
Output 5	Eight rental houses 50% complete (independently and/or professionally certified – Buildings closed in – roof on and external windows/doors installed – internal fittings and gib panels in place)	30 October 2016
Output 6	Eight rental houses – Council CCC obtained	30 November 2016

3. REPORTS

- 3.1. You must send Te Puni Kōkiri a Report every month after the start date, during the Project and until the final payment and/or end date, describing:



- (a) progress made on, or achievement of, the Outputs since the Start Date or since the last report, as applicable;
 - (b) tasks planned for the next month;
 - (c) any delays or other problems you are experiencing; and
 - (d) a summary and evidence of how the Funds have been spent to date, including bank statements, invoices, business accounts, and photos (where necessary).
- 3.2. Monthly reports are due within five (5) working days after the end of the month and will be in both hard copy and electronic form where possible.
 - 3.3. The Final Report must outline the Outcomes achieved by the Project and include a full expenditure report on the use of the Māori Housing Network funds.
 - 3.4. You must also, where necessary, include in your reports any Contractor and/or relevant consents and/or Local Council compliance sign off for civil works as per specifications, and provide to the Crown as soon as practicable a Contractor Schedule or similar document.
 - 3.5. You must be available to meet with Te Puni Kōkiri officials by phone or in person as needed, within a reasonable time of a request to do so.
 - 3.6. Te Puni Kōkiri may request additional information from you in relation to Outputs that impact on both parties' performance and obligations outlined in this Agreement. Such a request will be provided in writing detailing the reasons for the request and the intended use of the required information.

4. FUNDS AND PAYMENTS

- 4.1. During the term of this Agreement, Te Puni Kōkiri will pay you the sum of up to:
 - one million, one hundred and thirty thousand and seventy four dollars (\$1,130,074) including GST if any (capital grant); and
 - one million, five hundred and thirty thousand, six hundred and fifty eight dollars (\$1,530,658) plus GST if applicable (infrastructure grant)

together making up the Funds towards the Project ("the funds"). Unless otherwise advised, this is the maximum amount available and once payments to this maximum have been made, no further payments will be made.



4.2. Section 9(2)(ba)(i) and Section 9(2)(k)



S. B.
A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, is written below the underlined text.



Section 9(2)(ba)(i) and Section 9(2)(k)

4.3.



§ 1 B
Handwritten signature or initials in blue ink, appearing to be '§ 1 B' with a stylized flourish below it.



Section 9(2)(ba)(i) and Section 9(2)(k)

4.4.

4.5.

4.6.

4.7.

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Section 9(2)(ba)(i) and Section 9(2)(k)

5.

5.1.

5.2.

5.3.

5.4.

5.5.

Released
Official Infor

§ 1 B.





Te Puni Kōkiri
143 Lambton Quay
PO Box 3943
Wellington 6140

Telephone: (0800875 663)
Facsimile: (0800875 329)
Email:
MaoriHousing@tpk.govt.nz

20 Pipiri 2019

Project references: TAM 43852 and TAM 54341

Wayne Mulligan
Chairperson
Taranaki Whānui ki te Upoko te Ika,
Port Nicholson Settlement Block Trust
WELLINGTON

By email to:

wayne@fomana.co.nz

Section 9(2)(a)

Tēnā koe Wayne,

TE ARA MAUWHARE FUNDING AND RELATIONSHIP AGREEMENT WITH PORT NICHOLSON SETTLEMENT BLOCK TRUST

1. This Agreement between Port Nicholson Settlement Block Trust ("you") and Te Puni Kōkiri starts on the date that both parties sign this Agreement, and ends on 30 June 2020.
2. Te Puni Kōkiri may, at its sole discretion, extend the term of this Agreement for further periods of time that are determined by Te Puni Kōkiri, and prior to the term of this Agreement ending.
3. This Agreement is in two parts which together make up the Te Ara Mauwhare trial (Project) as follows;

Part One - Building Financial Capability Programme – Sorted Kāinga Ora: Te Puni Kōkiri will fund you up to ninety-five thousand dollars (\$95,000) exclusive of GST (if any), to deliver Sorted Kāinga Ora as set out in Schedule 1 of this Agreement.

Part Two – Te Ara Mauwhare: Pathway to Home Ownership Trial: Te Puni Kōkiri agrees to fund you up to one million, six hundred thousand dollars (\$1,600,000) excluding GST to contribute to the cost of fifteen house and land packages in support of medium income whānau Māori on their pathway to home ownership as set out in Schedule 2, and specifically to:

- a) agree on a financial model and underlying assumptions that support whānau entering into home ownership under this trial

- b) enter into a shared equity legal agreement between you and the whānau participating in the trial to enable the whānau to achieve ownership of the house and land,
- 1.1. provide a contribution to the costs associated with the New Zealand Housing Foundation involvement in this shared equity model.
- c) provide funding for you to project manage the trial, and
 - d) provide funding for you to participate in the evaluation of the Project.
4. The parties acknowledge that Schedule 2 sets out the milestones for co-design and delivery of the home ownership model now that the co-design process is well advanced.
5. The purpose of the Project is to:
- a) implement a home ownership model that has been designed to overcome barriers to home ownership for median income whānau Māori who (earning less than for low to median income whānau Māori (currently earning less than \$89,752, being the median income for all households in Wellington in New Zealand Income Survey 2016 by Statistics New Zealand)
 - b) demonstrate the home ownership model by successfully engaging whānau on a pathway to home ownership
 - c) create and test any resulting new intellectual property associated with the home ownership model with you
 - d) build evidence about/evaluate whether the home ownership model works and what the key barriers and/or success factors in this location are
 - e) if the home ownership model is successful, facilitate it becoming more available for use across the Māori housing sector and more widely.
6. You will use the funds made available to you under this Agreement to:
- a) ensure that all whānau participating in the Project have completed the full Sorted Kāinga Ora programme
 - b) deliver the completed agreed number of house and land packages ready for whānau to move into
 - c) operate the home ownership model for the selected whānau, during the course of their pathway to full ownership of the houses within the parameters provided in the agreements
 - d) participate in the evaluation of the trial

Initial _____ / _____

- e) complete and provide all required reports to Te Puni Kōkiri
 - f) comply with any special conditions of this Agreement, and
 - g) use best efforts and acting reasonably, to reinvest any future return of the initial equity investment and capital gains from the home buyer to the rōpū to support future whānau on their pathway to home ownership.
7. **Jennie Smeaton** is the Te Puni Kōkiri Key Contact for this Agreement and you will deal directly with the Key Contact on matters relating to this Agreement.
 8. You will advise Te Puni Kōkiri who in your organisation is the Key Contact who will be responsible for the day to day administration of this Agreement on your behalf.
 9. The Project reference is TAM 43852 for Schedule 1 Sorted Kāinga Ora and TAM 54341 for Schedule 2 Home Ownership Model and should be recorded on all correspondence, reports and sent to Te Puni Kōkiri, with each invoice specifying the relevant reference according to which schedule it relates to.
 10. Te Puni Kōkiri will post or deliver any notices to you, in writing, by email or at your offices at the address shown above. You must deliver all notices to Te Puni Kōkiri, in writing, by email at the address shown above.
 11. In addition to the above, all the Terms and Conditions, Schedules and Annexures attached form part of this Agreement and you agree to be bound by them.

Released under the Official Information Act


Initial _____ / _____

v

Please confirm your acceptance of this Agreement with the authorised person (or authorised persons) by signing and dating the acceptance below and returning a signed and dated agreement by email to Te Puni Kōkiri. Your signatures must be witnessed, and the bottom of each page (including the Schedule and Terms and Conditions and Schedules) must be initialed.

Ngā mihi



Michelle Hippolite
Toihautū
Chief Executive

On behalf of Port Nicholson Settlement Block Trust we accept this Agreement on the terms and conditions as outlined.

Wayne Mulligan

Toa Pomare

NAME of authorised signatory

NAME of authorised signatory

Section 9(2)(a)

Section 9(2)(a)

Signature

Date 20/6 Section 9(2)(a)

Witness Signature

Witness Name: K Tamonui

Occupation: Ops Mgr

Town of Residence: Wgh

Signature

Date 20/6 Section 9(2)(a)

Witness Signature

Witness Name: K Tamonui

Occupation: Ops Mgr

Town of Residence: Wgh

Initial _____ / _____

TERMS AND CONDITIONS

1. Obligations

Both parties' obligations

- 1.1. We will work together during the term of this Agreement and, in particular, we 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 Project; all decisions and approvals will be given within reasonable timeframes, with the expectation this will be within 10 working days, and
 - b) pay you the funds in accordance with this Agreement.

Your obligations

- 1.3. You will use the funds paid to you only for the Project.
- 1.4. You will complete the Project that you have agreed to deliver:
- a) on time
 - b) with due care and skill
 - c) meeting all relevant legal requirements, including, but not limited to:
 - i. Health and Safety at Work Act 2015
 - ii. Privacy Act 1993
 - iii. Employment Relations Act 2000
 - iv. resource consents under the Resource Management Act 1991
 - v. all building consent and local authority requirements, and
 - vi. requirements of the Residential Tenancy Act 1986 (if required)
 - d) in accordance with good practice guidelines and relevant professional standards and codes; and
 - e) to the satisfaction of Te Puni Kōkiri, acting reasonably.
- 1.5. You undertake to notify Te Puni Kōkiri immediately you become aware of any of the following events becoming imminent or occurring during the Project:
- a) changes to your legal entity status

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- b) changes to the governance of your entity
 - c) changes to the management that will have a material effect on the Project
 - d) changes to your contact details
 - e) changes to your financial situation, in particular whenever such changes may impact delivery of the Project under this Agreement
 - f) any issues that may impact on your ability to perform your obligations under this Agreement
 - g) any event that has, or is expected to have, a negative impact on the success of the Project, or
 - h) any event associated with the Project that may bring Te Puni Kōkiri into disrepute.
- 1.6. You acknowledge that, upon Te Puni Kōkiri being notified of any event in clause 1.5 being imminent or occurring, Te Puni Kōkiri will review the Agreement in light of the event and may amend the Agreement or may end the Agreement in accordance with clause 11.
- 1.7. You acknowledge that you have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.

2. Payments

2.1

Section 9(2)(i)

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2.2

Section 9(2)(i)

2.3

2.4

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Section 9(2)(i)

2.7

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3. Reports

- 3.1 You must complete and send to Te Puni Kōkiri timely, accurate, and complete reports on delivery of the services and activities as specified in the schedules to this Agreement at least **every month** after the commencement of this Agreement, or varied as agreed between the parties. Reports will be required throughout the duration of the Agreement, which ends on 30 June 2020, and be in a readable format in hard copy or electronic form.
- 3.2 **Additional reports** - Te Puni Kōkiri may request additional and reasonable information from you in relation to deliverables that impact on either party's or both parties' performance and obligations outlined in this Agreement. Such a

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request will be provided in writing detailing the reasons for the request and the intended use of the required information.

- 3.3 Withholding payments** - If you do not comply with any reporting requirements in this Agreement Te Puni Kōkiri may withhold the next payment due until the required report is submitted. Te Puni Kōkiri will give you reasonable notice of its intention to withhold such payments and will discuss with you the issues relating to your non-compliance.
- 3.4 Being available to meet** - If Te Puni Kōkiri requires information about the reports (including the failure to provide a report), your Key Contact must make themselves available to meet with Te Puni Kōkiri by phone or in person, within a reasonable time, not exceed 3 working days from a request to do so. Te Puni Kōkiri agrees to meet you within 3 working days from a request to do so.

4. Evaluation

- 4.1** You agree to participate in the evaluation, during the term of the Project and beyond according to the agreement between Te Puni Kōkiri and the evaluators (refer Annexure 4-Evaluation). Your participation requires collaboration, consensus and joint consideration. Both parties agree to act reasonably and in good faith as the evaluation plan develops and is implemented.
- 4.2** You agree to keep complete records of whānau starting from when they enter the trial and their participation in the trial, and provide the following information when/if applicable during the period of the evaluation, including, inter alia:
- a) whānau coming under financial stress as a result of participating in the Project
 - b) whānau exiting, or intending to exit, the Project
 - c) you making the decision to exit a whānau from the Project
- 4.3** The parties agree to comply with their obligations under the Privacy Act 1993 including seeking the consent of participants (on a form agreed between Te Puni Kōkiri, the evaluators and you) to the collection and use of their personal information for the purpose of evaluating this Project.
- 4.4** Evaluations will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. Where you are also working with another organisation in evaluating your housing initiatives, the evaluator will consult with the other organisation at an early stage, and take that consultation into account in Te Puni Kōkiri's evaluation under this Agreement.
- 4.5** You agree to allow Te Puni Kōkiri, or its evaluator (who is contracted to deliver the evaluation plan), at any reasonable time, and only for the purpose of evaluating the delivery of Sorted Kainga Ora and the Home Ownership Model:

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- a) access to relevant records reasonably held or controlled by you and that relate to this Agreement including, if practicable, relevant whānau financial information that is defined in the evaluation plan, to be used to conduct cost benefit and cost effective analysis only and which is whenever possible non-identifiable.
 - b) access to the list of whānau participating in this Project, only when whanau consent is given and acknowledging all obligations under the Privacy Act 1993, for the purpose of Te Puni Kōkiri or its evaluator selecting and inviting whānau to participate in interviews.
 - c) access to observe service delivery and follow-up of whānau and persons in accordance with the evaluation plan.
 - d) reasonable access to your records, premises, staff, subcontractors (if applicable) or other personnel you have used to undertake the Project.
- 4.6 Te Puni Kōkiri will give reasonable notice, not less than 3 working days, of an evaluation visit to ensure that the access that is provided by you under this clause 4 will not unreasonably disrupt the Project.

5. Audit and performance review

- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and provide reasonable assistance where required with any audit and/or performance review conducted by Te Puni Kōkiri. You will allow Te Puni Kōkiri or its agents, access to your records, premises, staff, subcontractors or other personnel you have used to undertake the Project specified in this Agreement. Te Puni Kōkiri will give reasonable notice of the audit and/or performance review and will ensure that access under this clause 5 will not unreasonably disrupt the Project.
- 5.2 The process used for collecting and presenting all information to Te Puni Kōkiri under this Agreement must also be documented to:
- a) identify the source of the data
 - b) outline the process that was used for collecting and providing that information to Te Puni Kōkiri, and
 - c) if requested by Te Puni Kōkiri you will provide Te Puni Kōkiri or its agents access to this documentation as reasonably practicable.

6. Conflicts of Interest

- 6.1 A conflict of interest may arise if you or the persons engaged on the Project 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

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- 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 confirm that you do not have any conflicts of interest which will or may affect you undertaking the Project.
- 6.3 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.
- 6.4 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.
- 6.5 If there is a potential or actual conflict of interest, 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, and/or to the extent reasonably required for the project, 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 You will adhere to the requirements of the Privacy Act 1993 and meet your obligations under that Act where you collect, hold, use or disclose personal information.
- 7.3 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri as soon as reasonably practicable.
- 7.4 You must co-operate with Te Puni Kōkiri to provide information, as soon as practicable and as permitted (for example taking into account privacy requirements), if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.
- 7.5 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.

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- 7.6 TPK will use all reasonable efforts to use protections available to not disclose commercial or private information if not required or in the public interest, in relation to clause 7.5.

8. Communications

- 8.1 You agree to use best efforts to advise Te Puni Kōkiri prior to issuing any public statements or responses to any media enquiries relating to the Project if or when there is a direct relevance to Te Puni Kōkiri's or Government's interest.
- 8.2 If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Project and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases or signage relating to the Project.
- 8.3 Te Puni Kōkiri agrees to use best efforts to advise you prior to issuing any public statements or responses to any media enquiries relating to the Project if or when there is a direct relevance to your interest.
- 8.4 Te Puni Kōkiri may wish to obtain its own images for promotional purposes (for example signage) or seek to use your images of the Project for promotional purposes. Te Puni Kōkiri will seek your approval, and approval of any whānau who appear in the images, before obtaining and using any such images.
- 8.5 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Project, 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 You acknowledge that the Crown owns copyright and all other intellectual property rights in all written materials produced specifically for Te Puni Kōkiri under this Agreement.
- 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;

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- b) the Key Contacts will attempt to resolve the dispute through direct negotiation;
 - c) if the Key Contacts have not resolved the dispute within 5 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 agreed 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 10.

Obligations during the dispute

- 10.5 If there is a dispute, each Party will continue to perform its obligations under this Agreement to the extent practicable given the nature of the dispute (including under clause 3.7 withholding payments for reports, if these have not been provided).
- 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 10, unless court action is necessary to preserve a Party's rights.

11. Ending this Agreement

Agreed ending

- 11.1 This Agreement ends on 30 June 2020.
- 11.2 Te Puni Kōkiri may, at its sole discretion, upon your request or by mutual agreement if the Home Ownership Model requires a longer period of joint engagement, extend the term of this Agreement for further periods of time that are determined by Te Puni Kōkiri by giving three (3) months' notice prior to this Agreement ending.

Breach and Remedy Plan

- 11.3 If Te Puni Kōkiri considers you have breached this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:

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- a) you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation ('Remedy Period'); 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 11, "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 acting reasonably, 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, within your control, specified under the Remedy Plan;
 - b) Te Puni Kōkiri will not be able to exercise its right to end this Agreement or withhold payments 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 11 without having to enter a new Remedy Plan.
- 11.6 If you fail to remedy a situation that Te Puni Kōkiri, acting reasonably, has notified you of under this clause 11, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri is entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.

Right to end this Agreement without notice

- 11.7 Te Puni Kōkiri has the right to end this Agreement without notice immediately without prejudice to its rights, remedies and obligations under this Agreement, and without compensation where you, your staff or other personnel (including subcontractors) that you have used to undertake the Project:
- a) becomes bankrupt or insolvent
 - b) has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - c) becomes subject to any form of external administration
 - d) ceases for any reason to continue in business or to deliver the deliverables
 - e) is unable to deliver the deliverables for a period of 20 business days or more due to an Extraordinary Event

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- f) is in breach of any of its obligations under this Agreement and the breach cannot be remedied
- g) repeatedly fails to perform or comply with its significant obligations under this Agreement
- h) does something or fails to do something that, in the opinion of Te Puni Kōkiri, results in substantial damage that can be substantiated to the reputation of Te Puni Kōkiri or business or the reputation or business of the Crown
- i) has a conflict of interest that in the opinion of Te Puni Kōkiri is so material as to impact adversely on the delivery of the deliverables, the Te Puni Kōkiri or the Crown, or
- j) provides information to Te Puni Kōkiri that is misleading or inaccurate in any material respect.

Effect of ending the Agreement

- 11.8 If this Agreement is ended, you will refund to Te Puni Kōkiri any funds that you have received for the Project, where the deliverable related to those funds is uncompleted. Te Puni Kōkiri will have sole discretion, acting reasonably, to assess the value of any uncompleted aspects of the Project and whether to require a refund.
- 11.9 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.
- 11.10 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), 14 (Miscellaneous), and the Special Conditions in Schedule 2.

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 Project.

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- 12.3 If a Party is unable to perform any obligations under this Agreement for 30 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

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- 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

Signing the Agreement

14.1 This Agreement is not binding on either Party until both parties have signed it.

Counterparts

14.2 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 and the receiving Party may rely on the receipt of such document so executed and delivered by email as if the original had been received.

Entire Agreement

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

Relationship

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

Variations

14.5 A Variation to this Agreement must be agreed by both parties, recorded in writing and signed by both parties. A Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation.

Sub-contractors

14.6 You are responsible for the acts and omissions of any subcontractor engaged by you under this Agreement.

14.7 If you subcontract all or any parts of the deliverables for a building, you must engage a licensed building practitioner under the Building Act 2004, under a written contract(s), to carry out the deliverables. You must use a competitive tendering processes (or demonstrate that an appropriate value for money test has been applied prior to entering a contract for the deliverables).

Insurance

14.8 It is your responsibility to ensure that the risks of undertaking the Project are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage. At a minimum, you must effect and

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keep current (and ensure that your subcontractors effect and keep current) at all times and with a reputable and financially sound insurer the following insurance policies:

- a) public liability insurance
- b) material loss and/or damage insurance to the full replacement value of the Project's buildings, including the cost of removal of debris, architects' and legal fees for each building
- c) construction insurance (where applicable), and
- d) such other insurances as Te Puni Kōkiri may reasonably require from time to time by notice to you.

14.9 **Proof of cover** - you must provide to Te Puni Kōkiri, on request, evidence of currency of the insurance required by clause 14.8.

14.10 **Notification of claims** - you must notify Te Puni Kōkiri if there is a claim under any insurance policy held pursuant to clause 14.8.

14.11 **Use of proceeds of claims** - you must use the proceeds of any claim under any insurance policy held pursuant to clause 14.8(b) to reinstate the Project or as otherwise agreed by Te Puni Kōkiri.

Tax

14.12 You warrant that you are responsible to pay all taxes (including GST), fees, duties, and other imposts or charges which are payable by you in relation to you performing your obligations under this Agreement.

Assignment

14.13 You may assign this Agreement with Te Puni Kōkiri's prior written approval, such consent not to be unreasonably withheld.

Novation

14.14 This Agreement may be novated by Te Puni Kōkiri if responsibility for managing the Māori Housing Network or appropriation linked to this Agreement moves, at the discretion of the Crown, from Te Puni Kōkiri to another agency or department of the Crown. Where a transfer occurs:

- a) Te Puni Kōkiri will notify you in writing of such change; and
- b) The new Ministry or successor entity to the Māori Housing Network as a consequence of the notification of novation will be entitled to assume all the rights and obligations under this Agreement.

Severable clauses

14.15 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.

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Health and Safety

14.16 You will:

- a) consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri acting reasonably, 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, and
- 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.

Providers of children's services

14.17 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 Vulnerable Children Act 2014. If you are a provider of children's services, or there are children's services in any way associated with the Project, you must comply with this requirement. 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 Vulnerable Children Act.

New Zealand law applies

14.18 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.

Indemnity

14.19 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.

14.20 Te Puni Kōkiri will not be liable for any direct or indirect, consequential or incidental, loss or damage arising under or in connection with this Agreement.

Waiver

14.21 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

14.22 References to Te Puni Kōkiri includes the Ministry of Māori Development, the Chief Executive of Te Puni Kōkiri and any staff, contractors or agents of Te Puni Kōkiri.

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SCHEDULE 1


BUILDING FINANCIAL CAPABILITY PROGRAMME: SORTED KĀINGA ORA

1. WHAT YOU WILL DELIVER

- 1.1. Sorted Kāinga Ora is a programme to build the financial capability of whānau Māori so they can make choices about how to meet their housing aspirations. The content covers current expenditure patterns, budgeting, goal setting, money systems, debt, compound interest, mortgages, savings, KiwiSaver, insurance, wills, powers of attorney, financial planning, and the development of a whānau housing plan.
- 1.2. The Sorted Kāinga Ora programme explicitly includes three elements:
 - Pre-screening of whānau to ensure they are ready to commit to the workshop programme and associated course work.
 - An eight week workshop programme for a group of whanau, with both course work and support between the sessions, delivered by a facilitator trained and accredited to deliver the programme. The content covers current expenditure patterns, budgeting, goal setting, money systems, debt, compound interest, mortgages, savings, KiwiSaver, insurance, wills, powers of attorney, financial planning, and the development of a whānau housing plan.
 - Following the workshops significant navigator-type support is provided to each whānau as they implement their housing plan. This includes support with ongoing budgeting, and dealing with debt or borrowing. It is available whether the plan is for managing current or other housing arrangements on a better footing, or preparing for home ownership. For the avoidance of doubt, this includes navigation support to the whānau who are selected to participate in the shared equity trials and those who are not.
- 1.3. You will use the funding under this part of the Agreement to deliver four programmes of building financial capability workshops (Sorted Kāinga Ora), each running for eight sessions running over up to eight (8) weeks, and each followed by ongoing navigator services, to a total of 30 whānau across the four programmes.
- 1.4. At least four weeks prior to the planned start date of the workshop programme the rūpū must advise the contact person named in clause 7 of this Agreement of the:
 - start date of the programme, subsequent dates, and location – so that Te Puni Kōkiri can schedule a trainer from the Commission for Financial Capability (the Commission) to provide professional oversight of the delivery
 - number of whanau members attending - so that workbooks can be ordered from the Commission and delivered to you a week before the workshops begin

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- number of facilitators delivering the workshops – so that facilitator guides can be ordered from the Commission
 - names of whānau attending, so that anonymised pre- and post- workshop survey forms can be delivered to the facilitator(s)
 - the planned graduation date from the workshop programme – so that graduation certificates can be designed for you and organised in time for the graduation, and so that a Te Puni Kōkiri person can be scheduled to attend.
- 1.5. Delivery of the Sorted Kāinga Ora programme includes (but is not limited to) the following:
- a) promote the Sorted Kāinga Ora workshop programme to whānau who may be considered for the shared equity trial under this Project
 - b) pre-screen whānau who wish to participate in the programme to ensure that all adults who would be on the title if the whānau progress to home ownership are able to participate in and complete the programme
 - c) apply best endeavours to ensure that all of the adults within the whānau which is being considered for the Project complete the eight week Sorted Kāinga Ora workshop programme
 - d) ensure that Sorted Kāinga Ora workshops are delivered by a facilitator who is accredited by the Commission to deliver this programme
 - e) using a full set of course materials from the Commission for each participant in the workshop programme
 - f) the facilitator must use best endeavours to ensure that the participants complete surveys, immediately before and after the workshop programme is delivered, and at the following intervals after the workshop - six weeks, three months, 6 months, 12 months and 18 months, that are part of the materials provided by the Commission
 - g) require that the facilitator be available to the whānau from time to time between workshops to support their course work, which includes support to individual whānau and may include group sessions for several whānau
 - h) ensuring that Sorted Kāinga Ora workshops are delivered to no fewer than 10 and no more than 18 people, optimally 15 persons, to ensure an effective learning experience
 - i) organise and administer the workshops, arrange and provide the venue and kai
 - j) ensure that the facilitator is available to provide on-going navigator support to whānau after they complete the Sorted Kāinga Ora workshops, both to those whānau who are preparing to move toward home ownership under the Te Ara Mauwhare trial, and to the other whānau as they implement their housing plans,, which will include


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support to individual whānau and may include group sessions for several whānau

- k) work to effect a smooth hand-over to the ongoing financial mentoring and monitoring required under the Memorandum of Understanding with the New Zealand Housing Foundation that is described in Annexure 2 ,and
- l) participate in the evaluation of the Sorted Kāinga Ora programme, including providing the reports set out as 1A, 1B and 1C in Annexure 3, and participating in interviews with the evaluators.

1.6. The Project reference for this Schedule 1 is TAM 43852, and should be recorded on all correspondence, reports and invoices sent to Te Puni Kōkiri.

2. PAYMENTS

2.1. Te Puni Kōkiri will pay you up to ninety-five thousand dollars (\$95,000) (excl. GST) to deliver the Sorted Kāinga Ora programme of workshops and facilitation to 30 whānau. Unless otherwise advised, this is the maximum amount available and once payments to this maximum have been made, no further payments will be made.

2.2. Table 1 sets out the personnel and resources (course materials, venue, kai and extras), that you will provide to deliver Sorted Kāinga Ora:

Table 1.

Deliverable	Four programmes Support 30 whānau through the Sorted Kāinga Ora programme
Four programmes of Sorted Kāinga Ora delivered to 30 whānau by facilitator(s) employed or contracted by you	Promotion, pre-screening of whānau (expected to take 20 days)
	Deliver 4 sets of workshops, each including: <ul style="list-style-type: none"> • 8 x 2 hour workshops • 60 hours whānau support between workshops
	Provide post-workshop navigator support for whānau to implement their housing plans, averaging 32 hours per whānau
	For each workshop programme, 30 sets of folders, notebooks, and facilitation materials provided by the Commission on request.

2.3. Table 2 sets out how much funding and when Te Puni Kōkiri agrees to pay you along with the information that Te Puni Kōkiri requires from you, before payment will be made to deliver the four Sorted Kāinga Ora workshop programmes:

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Table 2.

When payments to be made	Required information	Payment amount
Deliverable 1 28 June 2019	On receipt of evidence from you that one or more Sorted Kāinga Ora facilitators have been trained and engaged to undertake promotion of the workshops, pre-screen whānau, and deliver the workshop programmes (workshops scheduled and advertised).	\$95,000
Deliverable 2 31 July 2019	On receipt of evidence that workshops have commenced and are being delivered.	
Deliverable 3 31 July 2019	On receipt of evidence from you that one of more Sorted Kāinga Ora facilitators or navigators have been engaged to deliver navigator support to whānau to implement their housing plans and, when applicable, to link them into the Trust's subsequent process of assisting whānau to purchase homes as part of its Te Ara Mauwhare trial – for as long as required, consistent with programme and whānau requirements.	
Final report 30 August 2019	Final report detailing all the workshops held, numbers of whānau participating, number of whānau who were not able to participate due to number constraints, acquittal of funding received and expenditure and any issue or feedback to support the evaluation or future programmes.	
Maximum approved amount (excluding GST)		\$95,000

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3. REPORTING

- 3.1 **Reporting on Sorted Kāinga Ora workshops** – A template is provided to you to record information after each Sorted Kāinga Ora whānau workshop. The template is to be updated from time to time, so that the information accumulates over the workshop programme. At the conclusion of the whānau workshop programme (8 weeks) you agree to send the report to Te Puni Kōkiri. The reporting template will include the following:
- the dates when the workshops were delivered
 - how many whānau, including how many people, attended each workshop
 - how many whānau, including how many people, completed each workshop programme
 - additional support provided by the facilitator/navigator to whānau between workshops (over and above the support provided in each workshop)
 - issues and challenges that arose during the delivery of each workshop, and each workshop programme
 - success factors identified during the delivery of each workshop, and each workshop programme.
- 3.2 **Reporting on Sorted Kāinga Ora navigation** - A reporting template will be provided for you to report monthly, on the ongoing support provided by navigators to whānau after the 8 week workshop programme and throughout the duration of the trial (navigation period). The template will include but is not limited to the following:
- how many whānau are participating in the navigation period
 - the type of support provided by the navigator to whānau preparing for or engaged in homeownership under the Te Ara Mauwhare trial
 - the type of support provided by the navigator to whānau who are not participating in the Te Ara Mauwhare trial, as they implement their housing plans
 - issues and challenges that arose during the navigation period
 - success factors identified during the navigation period
- 3.3 **Final report on the Sorted Kāinga Ora programme as a whole** – The report must describe the outcomes for whānau that have been achieved during the delivery of the Sorted Kāinga Ora workshop and navigation programme, and include a full expenditure report on the use of the funds paid to you, including:
- details on when each deliverable was completed
 - describe the impact on and outcomes for whānau, including case studies

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- c) describe highlights, innovations, lessons learned, opportunities identified
- d) recommendations for next steps
- e) any outstanding issues.
- f) a full expenditure report on the use of the funds paid to you
- g) any planned communications about the completion of the Sorted Kāinga Ora programme.

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SCHEDULE 2

TE ARA MAUWHARE: PATHWAY TO HOME OWNERSHIP TRIAL

1.

Section 9(2)(ba)(i) and 9(2)(i)

1.1.

1.2.

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Section 9(2)(ba)(i) and 9(2)(i)

1.3.

1.4.

1.5.

1.6.

1.7.

1.8.

2. HOUSE AND LAND

2.1. Section 9(2)(ba)(i) and 9(2)(i)

2.2.

3. SHARED EQUITY LEGAL AGREEMENT

3.1. Section 9(2)(ba)(i) and 9(2)(i)

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Section 9(2)(ba)(i) and 9(2)(i)

3.2.

3.3.

3.4.

3.5.

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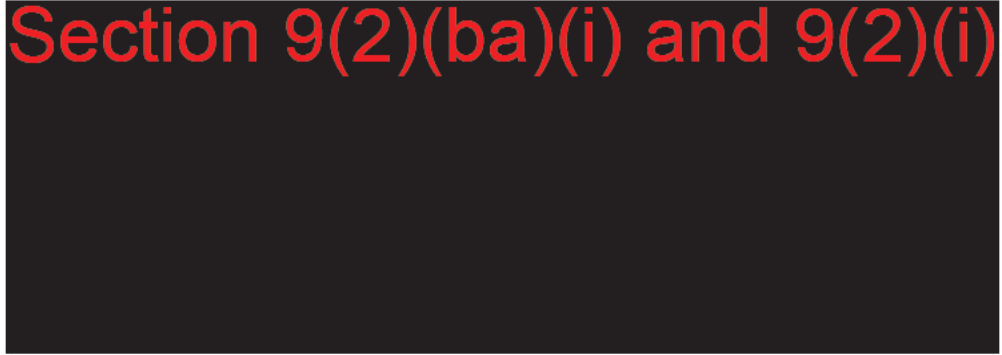
5.3.

5.4.

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Section 9(2)(ba)(i) and 9(2)(i)

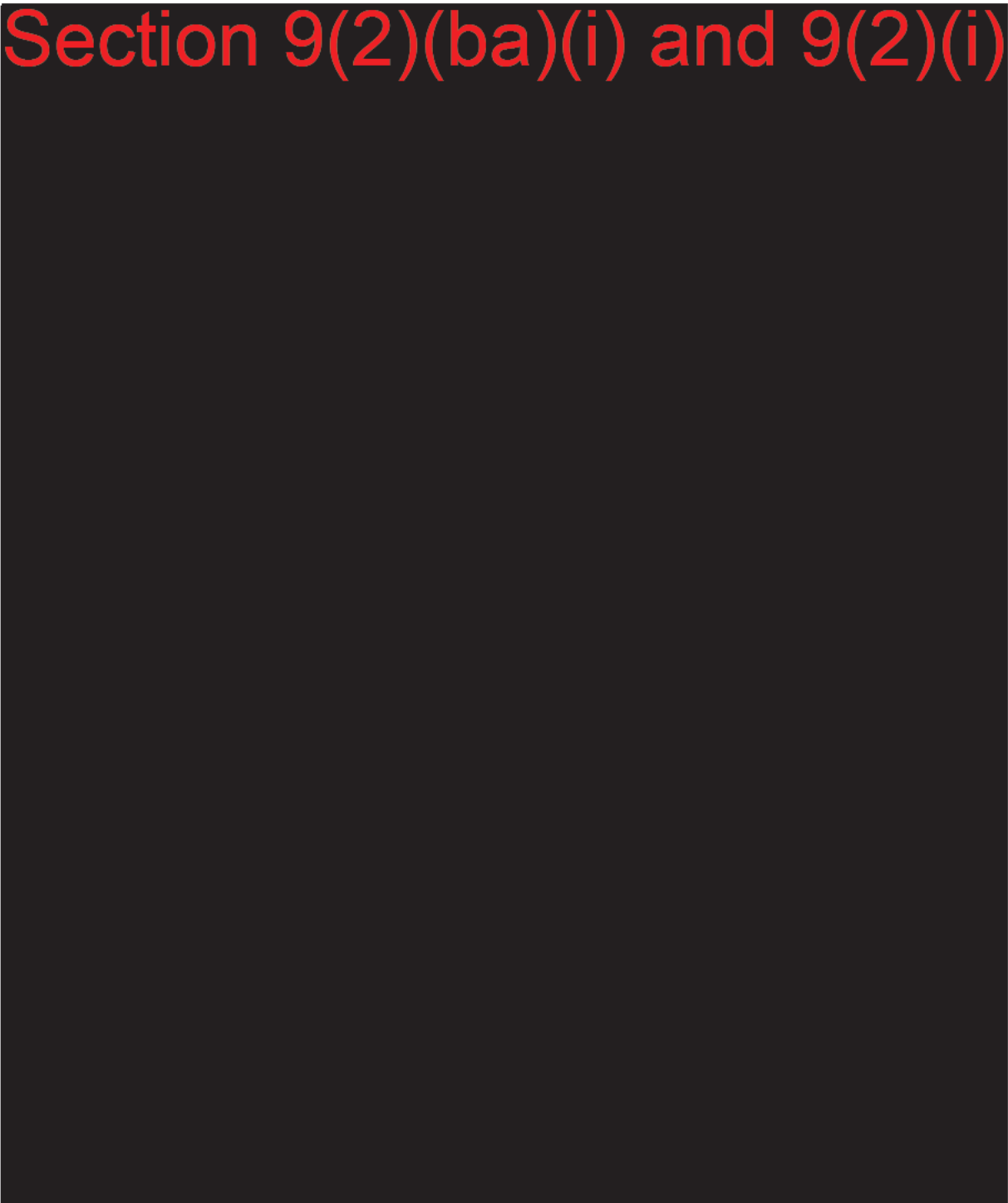
5.5.



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Section 9(2)(ba)(i) and 9(2)(i)



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Section 9(2)(ba)(i) and 9(2)(i)



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7. SPECIAL CONDITIONS

Section 9(2)(ba)(i) and 9(2)(i)



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Section 9(2)(ba)(i) and 9(2)(i)



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