



Meeting: Rotorua Te Arawa Lakes Strategy Group

Meeting Date: 6 December 2024

Under Separate Cover

Agenda Item 9.2 - The Funding Deed - Attachment 2

Agenda Item 9.2 - Attachment 2 - WORKING DOCUMENT - RTALP
New Deed of Funding (#26619) updated 3 December 5 pm

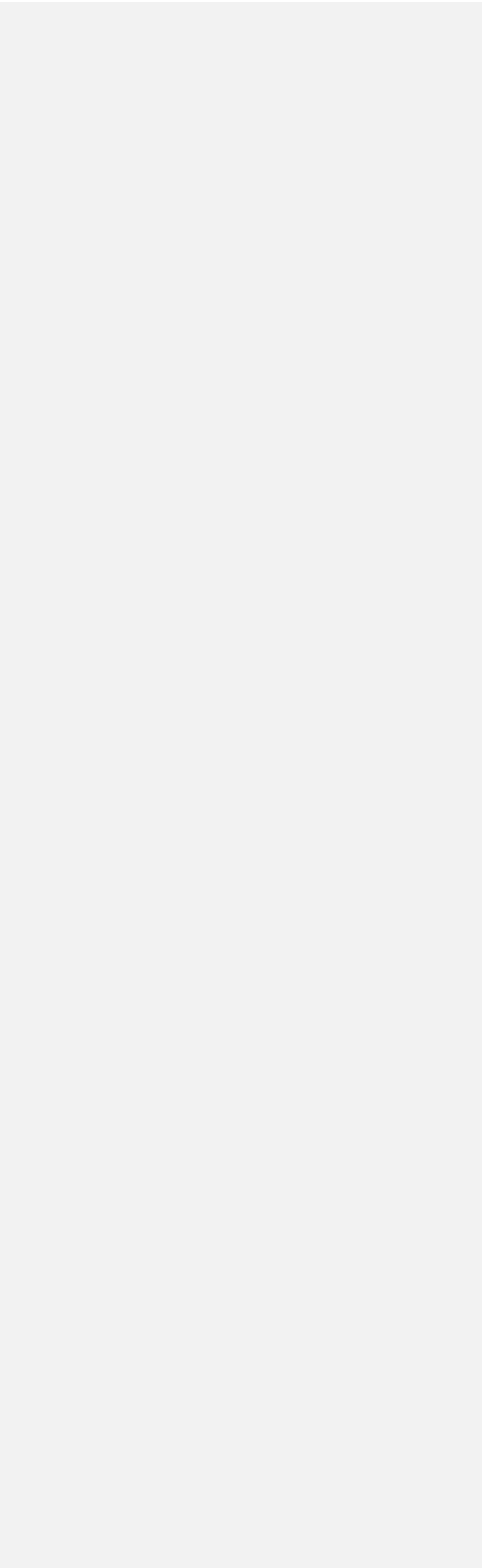
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Funding Deed

Between The Sovereign in right of New Zealand,
Bay of Plenty Regional Council,
Rotorua District Council, operating as Rotorua Lakes Council, and
Te Arawa Lakes Trust

In respect of the Rotorua Lakes
Protection and Restoration Action Programme



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Parties

The Sovereign in right of New Zealand, acting by and through the Secretary for the Environment (Crown)

Bay of Plenty Regional Council (BOPRC)

Rotorua Lakes Council (RLC)

Te Arawa Lakes Trust (TALT)

Background

- A Te Arawa Lakes Trust is the legacy iwi-entity of the Te Arawa Māori Trust Board, established to represent the interests of Te Arawa iwi and hapū in relation to the Te Arawa Lakes Settlement Act 2006 (the **Act**) including ownership of the fee simple estate of the 14 Te Arawa Lakebeds. The 14 Te Arawa lakes are Ngāhewa, Ngāpourī (or Opourī), Ōkareka, Ōkaro (or Ngakaro), Ōkātaina (Te Moana-i-kātaina-a-Te-Rangīkaroro), Rerewhakaaitu, Rotoiti (Te Roto-kite-a-Ihenga-i-Ariki-ai-a-Kahumatamomoe), Rotoehu, Rotomā, Rotomahana, Rotorua (Te Rotorua-nui-a-Kahumatamomoe), Tarawera, Tikitapu, and Tutaeinanga.
- B The Rotorua Te Arawa Lakes Strategy Group, a joint committee of BOPRC, RLC and the TALT, was set up by the Act to:
 - contribute to the promotion of the sustainable management of the Rotorua lakes and their catchments, for the use and enjoyment of present and future generations, while recognising and providing for the traditional relationship of Te Arawa with their ancestral lakes.
- C The Crown, TALT, BOPRC and RLC entered into a Memorandum of Understanding dated 18 April 2007 for the purpose of establishing a formal working relationship between the Crown and the Rotorua Te Arawa Lakes Strategy Group, in relation to the objective of maintaining or improving the water quality of 12 Rotorua lakes (the **Lakes**) through the Rotorua Lakes Protection and Restoration Action Programme. The Lakes are largely the same as the 14 Te Arawa Lakes noted in the Act (and referred to in Background A above), but excludes Ngāhewa, Ngāpourī (or Opourī), Tutaeinanga and includes a different lake Rotokakahi.
- D The Memorandum of Understanding for Rotorua Lakes Restoration recognises that restoring the Lakes will require adaptive management, where actions and approaches may change as our understanding and knowledge of the Lakes' changes. This principle of adaptive management is reflected by the provisions of this Deed.
- E Of the Lakes, lakes Rotorua, Rotoiti, Rotoehu and Ōkareka (the **Priority Lakes**) have been identified as the Lakes most in need of action.
- F The Crown has agreed to provide up to \$72.075 million towards the cost of securing outcomes to improve the water quality of the Priority Lakes, subject to BOPRC and RLC together matching the Crown's contribution.
- G The parties have agreed to enter into this Deed to define the respective obligations of the Crown, BOPRC, RLC, and TALT to each other in respect of the funding of restoration of the Priority Lakes.

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- H In March 2008 the Crown, BOPRC and RLC entered into a Funding Deed and had agreed variations from time to time.
- I The parties have agreed TALT is to be a party to this Deed and have agreed further amendments, as set out in this Deed.
- J The parties acknowledge that TALT's obligations under this Deed only apply on and from the period beginning 1 July 2024 until the end of the term of this Deed.

1 Definitions and Interpretations

Definitions

- 1.1 In this Deed the following definitions apply:

Actual Costs means the Direct Costs and Indirect Costs.

Annual Report means the Annual Report prepared by TALT (supported by BOPRC and RLC) in accordance with clause 5.

Approved Funding has the meaning given to it in clause 6.1.

Confidential Information: means any information designated as confidential by a party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information relating to the business, affairs, properties, assets, trading practices, developments, Intellectual Property, personnel and suppliers of a party.

Deed means this funding deed including any schedules and attachments.

Direct Costs means those costs that are directly attributable to delivering the outputs of the Project Plan, measured in accrual accounting terms (for example, salaries, consultant fees and materials).

Financial Year means the year commencing on 1 July and ending on 30 June.

Funding means the Crown monetary contribution toward the costs of the Programme's delivery as described in clause 2.

Indirect Costs means those costs that are not directly attributable to outputs of the Project Plan but are attributable to the Project Plan based on BOPRC, RLC or TALT's (as applicable) standard cost allocation system and cost drivers, measured in accrual accounting terms (for example, corporate overheads).

Intellectual Property means all manner of intellectual property rights including patents, trademarks, logos, copyright, design rights and know-how whether registrable or not in any country.

Interventions means all interventions for the purpose of achieving the Outcomes which are specified in the Project Plan.

Lakes means the 12 Rotorua lakes set out in the Memorandum of Understanding dated 18 April 2007 entered into between the Crown, TALT, BOPRC and RLC.

Long Term Plan means BOPRC's or RLC's long-term council community plan in accordance with the Local Government Act 2002.

Minister means the Minister for the Environment.

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New Intellectual Property has the meaning per clause 23.1.

Operative Date is 1 July 2008.

Outcomes means the lake restoration outcomes to be achieved for each of the Priority Lakes as specified in Tables 1 and 2 of Schedule 1.

Priority Lakes means lakes Rotorua, Rotoiti, Rotoehu and Okareka.

Programme means the Rotorua Lakes Protection and Restoration Action Programme aimed at maintaining or improving the water quality of the Lakes.

Programme Costing Accounts has the meaning given to it in clause 9.3.

Programme Reserve has the meaning given to it in clause 9.3.

Project Plan means the Interventions relating to the period 1 July 2024 – 30 June 2032, as set out in Schedule 2, as may be amended in accordance with clauses 4.4 or 4.5.

Six Monthly Report means the Six-Monthly Report prepared in accordance with clause 5.

Steering Group means the Lakes Project Steering Group and comprises one representative appointed by each of BOPRC, RLC, the Ministry for the Environment and TALT from time to time. The Steering Group's role is to assist with the delivery of the Programme and its purpose is to facilitate the successful completion of the Programme by providing operational co-ordination between the parties to this Deed.

Strategy Group means the Rotorua Te Arawa Lakes Strategy Group established under the Te Arawa Lakes Settlement Act 2006 to oversee the governance of the Programme.

Sub-Recipient means anybody which BOPRC, RLC or TALT funds in whole or in part from the Funding whether as a supplier, contractor or otherwise and whether by payment or grant.

Interpretation

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
 - 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a business day means any day on which banks are generally open for business other than a Saturday, Sunday or public holidays.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.5 A reference in this Deed to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
 - 1.2.6 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.

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- 1.2.7 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.8 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.9 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- 1.2.10 A reference to the word 'include' or 'including' is to be construed without limitation.
- 1.2.11 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.12 Any schedules and attachments form part of this Deed.

2 Funding

- 2.1 The Funding comprises the lesser of:
 - 2.1.1 an aggregate maximum of \$72.075 million; and
 - 2.1.2 a maximum of 50% contribution towards the total cost of the Interventions to meet the Outcomes.
- 2.2 The allocation of Funding in respect of particular Interventions or types of Interventions is recorded in the Project Plan.
- 2.3 The maximum allocation of the Funding over each Financial Year or over multiple Financial Years (as applicable) is set out in the Project Plan.
- 2.4 The maximum annual allocation of Funding shall be reduced by the amount of any other Crown funding received by BOPRC, RLC or TALT in respect of Interventions recorded in the Project Plan.
- 2.5 The Crown will pay the Funding to BOPRC in each Financial Year in the manner set out in clause 6.
- 2.6 The payment of Funding to BOPRC in each Financial Year is subject to BOPRC, RLC, and TALT carrying out their obligations and responsibilities as set out in this Deed to the reasonable satisfaction of the Crown.

Nature of contributions

- 2.7 The Crown's contributions under this Deed are payments intended to assist BOPRC, RLC, and TALT to maintain and improve the water quality of the Priority Lakes, achieving the Outcomes by delivering the Interventions.

Subject to appropriation

- 2.8 In accordance with section 4(1) of the Public Finance Act 1989, BOPRC, RLC and TALT acknowledge that payment of the Funding in any Financial Year is subject to and contingent upon the Crown's appropriation of adequate levels of funding for the Programme under an Act of Parliament for that Financial Year.

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- 2.9 If there is no appropriation for the Programme included in the Estimates of Appropriations tabled in Parliament for the relevant Financial Year, or the appropriation in the Estimates of Appropriations tabled in Parliament for the relevant Financial Year is for an amount less than that set out in the Project Plan, the Crown shall give written notice to BOPRC as soon as practicable.

No Crown Liability

- 2.10 The Crown will not be liable (in contract or tort, including negligence, or otherwise) to any party for any direct or indirect damage, loss or cost whatsoever in relation to this Deed, or for any works or activities undertaken in delivering the Project Plan.
- 2.11 The Crown will not be liable for any costs or liabilities incurred by BOPRC and RLC prior to the Operative Date.

Use of Funding

- 2.12 BOPRC, RLC and TALT shall only use the Funding to implement the Project Plan for the purposes of maintaining and improving the water quality of the Priority Lakes.
- 2.13 BOPRC, RLC and TALT shall:
 - 2.13.1 ensure that the Funding is only used for Actual Costs that are reasonable, materially connected to the Project Plan and, to the extent that costs also relate to another purpose or function of BOPRC, RLC and/or TALT, are allocated to the Project Plan in a proportional manner;
 - 2.13.2 ensure that the Actual Costs:
 - (a) exclude any mark up or profit margin added by BOPRC, RLC or TALT; and
 - (b) exclude any costs based on theoretical or perceived market rates; and
 - 2.13.3 comply with any cost policies in relation to the Funding provided to them by the Crown from time to time.
- 2.14 BOPRC, RLC and TALT shall not use the Funding for any costs incurred before the Operative Date.
- 2.15 Where any underspend of Funding results from the use of Interventions more cost-effective than budgeted for in the Project Plan, that underspend must be reinvested back into the Programme. Where a proposed reinvestment relates to interventions that are not described in the Project Plan, the proposed reinvestment must be approved by the Crown in accordance with the provisions of clause 4.4.

RLC funding

- 2.16 RLC will pay its funding contribution (as set out in the Project Plan) to BOPRC, in respect of each Financial Year no later than 31 October of that Financial Year, which BOPRC shall apply to Interventions.
- 2.17 Where any underspend of RLC's funding contribution occurs, the underspend must be applied in accordance with clause 9.3.3. Where a proposed reinvestment relates to interventions that are not described in the Project Plan, the proposed reinvestment must be approved by the Crown in accordance with the provisions of clause 4.4.

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3 Outcome delivery

- 3.1 The Outcomes to be achieved under this Deed are the reduction targets for each of the Priority Lakes as specified in Tables 1 and 2 of Schedule 1.
- 3.2 Funding can be allocated between and within the Priority Lakes and the Interventions provided the allocation:
 - 3.2.1 is approved by the Crown through the Project Plan; and
 - 3.2.2 maximises the delivery of the Outcomes.
- 3.3 The Outcomes must be achieved for each Priority Lake by no later than 30 June 2032.
- 3.4 The Project Plan identifies the Interventions that most effectively and efficiently deliver on the Outcomes.
- 3.5 BOPRC, RLC and TALT shall apply professional, industry standard project management processes in order to achieve the agreed Outcomes within agreed cost, quality, scope, benefits and risk criteria by the date specified in clause 3.3.

4 Project Plan

- 4.1 The Project Plan covers each of the Financial Years for the period 1 July 2024 to 30 June 2032.
- 4.2 The Project Plan includes:
 - 4.2.1 An outline of the Interventions planned for each of the Priority Lakes to be undertaken during the Project Plan period including which of BOPRC, RLC or TALT will have primary responsibility for their implementation. The Interventions reflect the aggregate of the Crown Funding and the relevant annual funding contributions of each of RLC and BOPRC set out in the Project Plan;
 - 4.2.2 An explanation of the Interventions that are subject to further testing to verify that they will be effective, and in respect of any such Intervention:
 - (a) A description of the process for research, testing and independent verification of the suitability and effectiveness of the planned Intervention; and
 - (b) When it is expected that the independent verification will be available.
 - 4.2.3 A statement of the contribution that each Intervention will make towards achieving the Outcomes for the relevant Priority Lake;
 - 4.2.4 Where amended pursuant to clause 4.5, a description of the actions to be taken to address any lack of progress that may be identified by the Crown following a review under clause 10 (3 Yearly Independent Quality Assurance).
- 4.3 The Crown may require BOPRC to arrange for an independent assessment (by a consultant approved by the Crown) of the Interventions and whether the Outcomes in the Project Plan are realistic and achievable (given the contribution of each Intervention towards achieving the Outcomes) and will deliver cost effective benefits and:
 - 4.3.1 The Crown shall give BOPRC written notice of such a requirement; and

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- 4.3.2 BOPRC shall arrange for the independent assessment at the cost of BOPRC or RLC depending on the Intervention requiring assessment and shall provide the assessment to the Crown as soon as practicable for each Priority Lake and in aggregate.

Amendments to Project Plan

- 4.4 Any change to the Project Plan proposed by BOPRC, RLC and/or TALT:
 - 4.4.1 requires consultation with the Crown in advance (and at least 90 days before the changes are intended to take effect) initiated and lead by duly authorised representatives of BOPRC, RLC or TALT (as appropriate);
 - 4.4.2 must be approved unanimously by members of the Strategy Group before being submitted;
 - 4.4.3 must, if required by the Crown, be approved in advance by the Minister (the Minister may withhold approval if they consider at their sole discretion);
 - 4.4.4 must, to the extent it relates to an Intervention or Funding, include all information required by clause 4.2 that is applicable to the proposed change and such other information as the Crown may request; and
 - 4.4.5 must be agreed in writing by duly authorised representatives of the parties before the change takes effect.
- 4.5 Project Plan Update:
 - 4.5.1 BOPRC, RLC and TALT must, if requested by the Crown, including where directed under clause 10.4.3, submit a draft revised Project Plan (detailing proposed amendments to the Interventions and their delivery), within 90 days of the Crown's request, for the Crown's feedback and agreement.
 - 4.5.2 Draft Project Plan updates must be unanimously approved by the Strategy Group before being submitted.
 - 4.5.3 The Crown will consider any draft revised Project Plan submitted and notify BOPRC, RLC and TALT in writing whether the Crown:
 - (a) approves the Project Plan update; or
 - (b) requests modifications to the draft Project Plan update.
 - 4.5.4 If required by the Crown, the draft revised Project Plan must be approved in advance by the Minister (the Minister may withhold approval if they consider it at their sole discretion).
 - 4.5.5 If the Crown approves the draft revised Project Plan and communicates this approval in writing, the revised Project Plan will be deemed to be incorporated into and form part of the Project Plan (taking precedence over the former Project Plan) and this Deed from the date the revised Project Plan approval is communicated to BOPRC, RLC and TALT.
 - 4.5.6 Where the Crown requests modifications to the draft revised Project Plan, BOPRC, RLC and TALT will promptly (and within 90 days) update the draft revised Project Plan accordingly and resubmit to the Crown for its subsequent review.

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- 4.5.7 If the Crown, BOPRC, RLC and TALT cannot reach agreement on the revised Project Plan within three draft revised Project Plans being submitted under this clause 4.5, the dispute will be referred for resolution under clause 21.

5 Reports

Annual Report

- 5.1 By 31 October of each year during the term of this Deed, BOPRC shall submit to the Crown an Annual Report, prepared in accordance with clause 5.2, that relates to the previous Financial Year.
- 5.2 Each Annual Report must:
 - 5.2.1 Include a comparison of Interventions undertaken for the Financial Year to which the Annual Report relates against those set out in the Project Plan;
 - 5.2.2 Include an overview and assessment of the wider Programme;
 - 5.2.3 Include an assessment as to progress against the Project Plan including monitoring data and progress against the Outcomes;
 - 5.2.4 Address any issues raised and include any additional information requested by the Crown; and
 - 5.2.5 Be prepared by TALT (supported by BOPRC and RLC) and approved by the Strategy Group prior to submission by BOPRC to the Crown, at the cost of BOPRC, RLC and TALT to be shared in proportion to the respective amounts spent on the Interventions made by each of them during the period to which the Annual Report relates.

Six Monthly Report

- 5.3 BOPRC shall submit to the Crown a Six-Monthly Report, prepared in accordance with clause 5.4, (covering the period 1 July to 31 December) to the Crown by 31 March in each Financial Year during the term of this Deed.
- 5.4 Each Six-Monthly Report shall:
 - 5.4.1 Summarise progress to date in the Financial Year against the Project Plan, in respect of both Interventions and expenditure;
 - 5.4.2 Address any issues raised and include any information requested by the Crown; and
 - 5.4.3 Be prepared by TALT (supported by BOPRC and RLC) and approved by the Strategy Group prior to submission by BOPRC to the Crown.

Audit Reports

- 5.5 Subject to clause 5.6 during each Financial Year during the term of this Deed, BOPRC shall submit to the Crown by 31 October separate audit reports for itself, RLC and TALT (as relevant) in respect of the Funding received by them for the previous Financial Year.
- 5.6 RLC and TALT shall each responsible for obtaining their respective audit reports and providing them to BOPRC to enable BOPRC's compliance with clause 5.5.

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Approval of Reports

- 5.7 The Crown will consider any report submitted to it under this clause 5 and notify BOPRC in writing within six weeks of receipt whether the Crown:
 - 5.7.1 accepts the report, or
 - 5.7.2 requests reasonable modifications to the report, or
 - 5.7.3 rejects the report on reasonable grounds.

6 Payment of Funding

- 6.1 Subject to the provisions of clause 2 and this clause 6, in each Financial Year, the maximum amount of Funding payable by the Crown in each Financial Year is the amount set out in the Project Plan. The actual amount of Funding payable by the Crown in a Financial Year shall be the amount detailed in the Project Plan ("**Approved Funding**").
- 6.2 In each Financial Year, the Crown shall pay to BOPRC the Approved Funding as follows:
 - 6.2.1 50% within 10 business days of receipt of a correct tax invoice submitted by BOPRC under clause 7.1; and
 - 6.2.2 50% within 10 business days of acceptance of the Six-Monthly Report submitted in accordance with clause 5.4.

7 Invoicing and GST

- 7.1 BOPRC shall submit invoices to the Crown for the Approved Funding.
 - 7.1.1 When BOPRC receives notice from the Crown approving the Annual Report (including the audit report) and Six-Monthly Report it shall promptly submit to the Crown a tax invoice for the applicable amount of Approved Funding payable by the Crown in accordance with the Project Plan.
 - 7.1.2 Any invoices must quote the deed number on this Deed.
- 7.2 Amounts specified in this Deed are exclusive of GST (if any).

8 Recovery of Funding

- 8.1 The Crown may reduce, suspend or withhold the Funding or require all or part of any Funding not spent or spent outside the terms of the Project Plan, to be repaid:
 - 8.1.1 If BOPRC, RLC and/or TALT fails to comply in a material way with any of their obligations under this Deed;
 - 8.1.2 If BOPRC and/or RLC fails to pay their contribution to the Programme in a timely manner;
 - 8.1.3 If there is a substantial change to the Project Plan which the Crown has not approved;
 - 8.1.4 Until BOPRC, RLC and/or TALT has provided sufficient evidence that an underspend from a previous Financial Year has been spent;
 - 8.1.5 If a revised Project Plan has not been agreed as set out in clause 4.5.7;

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- 8.1.6 If an Annual Report has not provided complying with clauses 5.1 and 5.2 or a Six Monthly Report complying with clauses 5.3 and 5.4, to the Crown's reasonable satisfaction; or
 - 8.1.7 If the Deed is terminated in accordance with clause 18 (Term and Termination).
 - 8.2 If there has been a payment over and above the amount of Funding to be paid in the Project Plan (an **Overpayment**) the Crown may require all or part of the Overpayment to be repaid.
 - 8.3 BOPRC, RLC and TALT shall repay to the Crown any underspend of Funding in the final Financial Year ending 30 June 2032 within 20 business days of the Crown's acceptance of the final Annual Report.
 - 8.4 In the event repayment is required under clause 8.1 or 8.2, BOPRC shall promptly (and in any case within 20 business days) make payment to the Crown on written notice requiring such repayment.
- 9 Administration of Funding and Sub-Recipients**
- 9.1 BOPRC shall receipt the Funding received from the Crown and within 5 business days transfer to RLC and/or TALT that portion of the Funding to which that party is entitled in accordance with the Project Plan.
 - 9.2 BOPRC, RLC and TALT shall each account for the Funding received by them in accordance with generally accepted accounting practices, with appropriate internal controls to ensure that the Funding is applied for the purposes of this Deed.
 - 9.3 BOPRC, RLC and TALT shall establish, and maintain for the period of the Programme, a reserve representing the accumulated balance of the Programme funding and expenditure, starting from 1 July 2013 (BOPRC and RLC) and 1 July 2024 (TALT) (the **Programme Reserve**). BOPRC, RLC and TALT shall ensure:
 - 9.3.1 only the Programme Reserve or separate job costing accounts (the **Programme Costing Accounts**) are used for the purposes of receiving and spending all Funding, and all BOPRC and RLC financial contributions towards the Programme, in accordance with the Deed. For the avoidance of doubt, no other funding, revenue or costs may be attributed into or paid out of the Programme Reserve or Programme Costing Accounts;
 - 9.3.2 any Funding received from the Crown, and financial contributions made by BOPRC, RLC and/or TALT, not yet spent in accordance with this Deed are recorded into the Programme Reserve or Programme Costing Accounts, and written confirmation of the monies not yet spent is provided to the Crown, along with the applicable Annual Report;
 - 9.3.3 any unspent RLC co-funding at the end of the Financial Year must be considered for:
 - (a) reinvestment into an activity identified in the Project Plan;
 - (b) carried over to the next Financial Year if outstanding activities remain from the current fiscal year;
 - (c) deducted from next Financial Year's co-funding requirements; or

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- (d) being carried over until expiry or termination (to be considered by the Strategy Group for proposal to the Crown in accordance with clause 9.3.5).
- 9.3.4 the Programme Reserve includes an interest calculation on its monthly closing balance at the deposit/investment monthly average interest rate negotiated by BOPRC, RLC and TALT with their then current bank. Any interest calculation shall be notified to the Crown in the Annual and Six Monthly Reports and any interest return on the Funding in the Programme Reserve shall be reinvested into the Programme in accordance with clause 4;
- 9.3.5 on expiry or termination the Crown's approval in writing is received to any proposed use and/or distribution of any monies held in the Programme Reserve and/or the Programme Costing Accounts; and
- 9.3.6 transactions for the Programmes Reserve are promptly (and in any case within 10 business days) provided unaltered to the Crown on request.
- 9.4 Where any Interventions are to be undertaken by a Sub-Recipient under a contract with BOPRC, RLC or TALT, that party shall take all reasonable steps to ensure that:
 - 9.4.1 the Sub-Recipient is selected through an appropriate procurement process so as to ensure best value for money (taking qualitative criteria into account) for all Interventions undertaken and open and effective competition is achieved (where appropriate);
 - 9.4.2 Prior to execution of any Sub-Recipient contracts, BOPRC, RLC or TALT have approved (depending on responsibility for the task) the following aspects of the contract:
 - (a) Scope;
 - (b) Price; and
 - (c) the required budget and payment for any aspects outside the scope of the Project Plan;
 - 9.4.3 The contract shall require the Sub-Recipient to:
 - (a) undertake the Interventions with all reasonable skill, care and diligence and in accordance with the Project Plan; and
 - (b) comply with the BOPRC, RLC or TALT's obligations in relation to audit as specified in clause 11 (Audit) of this Deed;
 - (c) comply with the BOPRC, RLC or TALT's obligations in relation to health and safety as specified in Schedule 4 (Health & Safety) of this Deed (with references to the Ministry replaced by references to BOPRC, RLC or TALT); and
- 9.5 BOPRC, RLC and TALT (as appropriate) will remain wholly responsible for the acts and omissions of Sub-Recipients. BOPRC, RLC and TALT (as relevant) shall use all reasonable endeavours to satisfy themselves that their Sub-Recipients are competent to perform the relevant Programme activities.

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10 3 yearly Independent Quality Assurance

- 10.1 BOPRC shall arrange for a review of the progress towards the Outcomes and the Interventions undertaken at 3 yearly intervals in the 6 months prior to each of 1 October 2012, 1 October 2015, 1 October 2018, 1 October 2021, 1 October 2024, 1 October 2027 and 1 October 2030, at the cost of BOPRC, RLC and TALT to be shared in proportion to the respective amounts spent on the Interventions made by each of them during the period to which the review relates.
- 10.2 The review shall be an independent review by a consultant approved jointly by the Crown, BOPRC, RLC and TALT of all Interventions undertaken to check progress against the Outcomes and Project Plan.
- 10.3 The results of the review shall be submitted to the Crown as soon as practicable following completion of the review.
- 10.4 Following a review, if the Crown on reasonable grounds considers that BOPRC, RLC and/or TALT have failed to carry out their obligations and responsibilities under this Deed or that there has not been satisfactory progress in delivering the Outcomes or the Project Plan, the Crown:
 - 10.4.1 shall advise BOPRC, RLC and TALT in writing; and
 - 10.4.2 shall have the right to withhold all or part of the Funding on a temporary or permanent basis; and
 - 10.4.3 may direct under clause 4.5 that actions to address the lack of progress are included in the Project Plan.

11 Audit

- 11.1 BOPRC, RLC and TALT each agree that upon the Crown's request they shall provide the Crown, at all reasonable times and upon reasonable notice, access to their premises, personnel and project and financial records (physical files and electronic) in relation to the Programme for the purpose of audit and verification of work undertaken and other reasonable purposes in connection with this Deed. Each party shall ensure that the Crown has the same rights of access in respect of any Sub-Recipient.
- 11.2 The purpose of any audit will be to check compliance with the terms and schedules of this Deed and the appropriate use of the Funding. Any such audit will be undertaken at the Crown's expense.
- 11.3 The Crown will inform BOPRC, RLC and/or TALT if an audit is to be carried out and will seek an appropriate date and time for each party (as applicable). Audits will be carried out by a fully qualified accountant or technical specialist who is independent of the Crown.
- 11.4 A full report of the outcome of any audit may be made available to BOPRC, RLC and/or TALT (as applicable) upon request.
- 11.5 In the event that the audit reveals any misappropriation of the Funding or material discrepancies, BOPRC, RLC and/or TALT (as applicable) will be liable for such an audit as well as the repayment of any misappropriated Funding monies.

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12 Communication

- 12.1 Each party's appointed representative is set out in Schedule 3.
- 12.2 The appointed representatives shall:
 - 12.2.1 Be the first point of contact for all communication in respect of the Programme, the Funding, and this Deed;
 - 12.2.2 Attend any meetings arranged by the Crown to review the progress of the Programme and application of the Funding.

13 BOPRC's obligations

- 13.1 BOPRC shall:
 - 13.1.1 In each Financial Year, pay its contribution towards the costs of the Interventions described in the Project Plan;
 - 13.1.2 Submit the Six-Monthly and Annual Reports to the Crown in accordance with the provisions of this Deed;
 - 13.1.3 Comply with the project management obligations detailed in clause 3.5;
 - 13.1.4 Progress the Interventions diligently in accordance with the Project Plan;
 - 13.1.5 Notify the Crown of any matters that are likely to affect the progress toward achievement of the Outcomes;
 - 13.1.6 Carry out the administration of Funding under this Deed with Sub-Recipients as required under clause 9;
 - 13.1.7 Support and collaborate with RLC and TALT in the preparation and review of reports;
 - 13.1.8 Provide RLC and TALT with information requested by RLC and TALT to enable RLC and TALT to meet its obligations under this Deed;
 - 13.1.9 Procure and keep in place for the term of this Deed suitably qualified personnel to oversee and manage the implementation of the Project Plan by BOPRC, RLC and TALT;
 - 13.1.10 Comply with the obligations in Schedule 4 (Health & Safety) to this Deed;
 - 13.1.11 Act at all times in accordance with this Deed; and
 - 13.1.12 Shall, in relation to RLC and TALT, maintain sole discretion on the strategy and implementation of interventions outlined in the Project Plan that are led by BOPRC.

14 RLC's obligations

- 14.1 RLC shall:
 - 14.1.1 In each Financial Year, pay its contribution towards the costs of the Interventions described in the Project Plan;
 - 14.1.2 Comply with the project management obligations detailed in clause 3.5;

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- 14.1.3 Progress the Interventions for which it is responsible diligently in accordance with the approved Project Plan;
- 14.1.4 Support and collaborate with BOPRC and TALT in the preparation and review of reports;
- 14.1.5 Provide BOPRC and TALT with information requested by BOPRC and TALT to enable BOPRC and TALT to meet its obligations under this Deed;
- 14.1.6 Comply with the obligations in Schedule 4 (Health & Safety) to this Deed;
- 14.1.7 Act at all times in accordance with this Deed; and
- 14.1.8 Shall, in relation to BOPRC and TALT, maintain sole discretion on the strategy and implementation of interventions outlined in the Project Plan that are led by RLC.

15 **TALT obligations**

- 15.1 TALT's obligations under this Deed take effect on and from 1 July 2024.
- 15.2 TALT shall:
 - 15.2.1 Comply with the project management obligations detailed in clause 3.5;
 - 15.2.2 Progress the Interventions for which it is responsible diligently in accordance with the approved Project Plan;
 - 15.2.3 Ensure that BOPRC, RLC, the Strategy Group, and the Steering Group are involved in all relevant meetings and preparation of reports, which includes TALT leading the collaboration, preparation, review, and finalisation of Six-Monthly and Annual Reports;
 - 15.2.4 Provide BOPRC and RLC with information requested by BOPRC and RLC to enable BOPRC and RLC to meet its obligations under this Deed;
 - 15.2.5 Comply with the obligations in Schedule 4 (Health & Safety) to this Deed;
 - 15.2.6 Act at all times in accordance with this Deed; and
 - 15.2.7 Shall, in relation to BOPRC and RLC, maintain sole discretion on the strategy and implementation of interventions outlined in the Project Plan that are led by TALT.

16 **Compliance**

- 16.1 RLC, BOPRC and TALT shall:
 - 16.1.1 comply at all times with all relevant requirements and provisions of the Hazardous Substances New Organisms Act 1996 (**HSNO Act**), Resource Management Act 1991 (**RMA**) and the Health and Safety in Employment Act 1992 (**HSEA**) (and any amendments or replacements to those Acts) and any related regulations, codes of practice and industry best practice guidelines relevant to the Programme;

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- 16.1.2 ensure that all of its employees and personnel (including Sub-Recipients and sub-contractors) are aware of potential liabilities and obligations under the environmental acts and regulations relevant to the Programme; and
- 16.1.3 keep the Ministry properly informed in writing about any threatened or actual enforcement action commenced against them under the HSNO Act, RMA or HSEA, or any other laws, regulations, codes and standards or applicable International Convention, in any capacity relevant to the Programme.

17 Crown’s Obligations

- 17.1 The Crown shall:
 - 17.1.1 Subject to all other provisions of this Deed, in each Financial Year pay the allocated Funding in accordance with the terms of this Deed.
 - 17.1.2 Make decisions in an expeditious manner.
 - 17.1.3 Act at all times in accordance with this Deed.

18 Term and termination

- 18.1 The term of this Deed shall commence on the Operative Date and, subject to earlier termination under clause 18.2, shall end on the date the Crown notifies BOPRC, RLC and TALT that the final Annual Report for the Financial Year ending 30 June 2032 has been accepted.
- 18.2 This Deed shall terminate prior to the date in clause 18.1 if, following the completion of a review under clause 10.1, the Crown determines under clause 10.4, that the Crown’s contribution to funding the Programme should be terminated.
- 18.3 The Crown may terminate this Deed prior to the date in clause 18.1 if:
 - (a) BOPRC, RLC or TALT fails to deliver or is late delivering reports on two or more consecutive occasions and is unable to provide a satisfactory explanation for each such failure or late delivery; or
 - (b) BOPRC, RLC or TALT commit what the Crown considers to be a material breach of their obligations under this Deed (and, if the breach can be remedied, fail to remedy the breach within 20 business days of receiving of notice of the breach from the Crown); or
 - (c) the parties fail to agree a revised Project Plan under clause 4.5.7 following mediation under clause 21.2; or
 - (d) BOPRC and/or RLC fails to pay their contribution towards the costs of the Interventions in a timely manner; or
 - (e) There is no longer an appropriation for the Programme (see clauses 2.8 and 2.9).
- 18.4 The date of termination of this Deed under clause 18.2 or 18.3 shall be the date determined by the Crown following consideration of the circumstances but at least 3 months’ written notice must be given to BOPRC, RLC and TALT.

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19 **Default**

19.1 In the event of termination of this Deed under clauses 18.2 or 18.3, the Crown shall have the right to require prompt repayment (and no later than 30 days following the date this Deed ends) of prior advances of Funding that are unspent.

20 **Regulatory position**

20.1 Each party's ability to act under this Deed shall in all things be subject to any and all statutory and regulatory requirements establishing or recording powers or functions or delimiting the same and/or the exercise thereof by that party. Nothing in this Deed shall be read or construed as abrogating, delimiting or otherwise affecting the proper or valid undertaking or exercise of any such power or function by any party.

21 **Disputes resolution**

21.1 If any difference or dispute arises as to the interpretation of this Deed or as to any matter arising out of or in connection with this Deed then any party may notify the other parties in writing of the details of the difference or dispute.

21.2 Each party undertakes to use their best endeavours to resolve any differences or disputes between them following the three consecutive stages below:

- (a) Stage 1: by discussion between the representatives identified in Schedule 3.
- (b) Stage 2: by discussions between the parties' respective Chief Executives.
- (c) Stage 3: by mediation if discussions at Stage 2 do not resolve the difference or dispute within two months of the date of notice given under clause 21.1. If the parties cannot agree upon the appointment of the mediator, the appointment shall be made by the then President of the Association of Dispute Resolvers (LEADR) or his or her nominee.

21.3 Pending resolution of the dispute, the parties shall continue to perform all their obligations under this Deed except where it is impractical to continue performing any obligations being the subject of the dispute, and such obligations shall be suspended during the dispute.

22 **Confidential Information**

Permitted use and disclosure

22.1 The parties must not disclose any of the other parties' Confidential Information unless one of the following circumstances applies:

- 22.1.1 The parties have agreed in writing to the disclosure. Agreement may be conditional upon the person to whom the disclosure is to be made entering into a separate confidentiality document with the parties.
- 22.1.2 The disclosure is specifically contemplated and permitted by this Deed.
- 22.1.3 The disclosure is to personnel or Sub-Recipient personnel of one of the parties to the extent the personnel or Sub-Recipient personnel need to know the

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Confidential Information in order to perform a function in connection with this Deed. The party must ensure that its personnel and Sub-Recipient personnel comply with the terms of this clause.

- 22.1.4 The disclosure is to a representative in order for it to provide advice in relation to matters arising under or in connection with this Deed.
- 22.1.5 The disclosure is required by a court, a binding directive of a governmental or administrative authority or to comply with any applicable law, provided that the parties will use reasonable endeavours to consult with each other prior to making any such disclosure.
- 22.2 All obligations of confidence set out in this Deed continue in full force and effect after this Deed ends.
- 22.3 BOPRC, RLC and TALT shall ensure that all obligations of confidence set out in this Deed apply to any Sub-Recipient.

23 Intellectual Property

New Intellectual Property

- 23.1 The parties agree that any new Intellectual Property generated as a result of the Funding (**New Intellectual Property**), will be available for use by the Crown, BOPRC, RLC and TALT.
 - 23.1.1 Any New Intellectual Property, whether generated in part or in whole by the Funding, will be owned by the Crown, BOPRC, RLC and TALT.
 - 23.1.2 The appropriate owner for any New Intellectual Property will be agreed by the Strategy Group.
 - 23.1.3 The parties to this Deed will be granted a non-exclusive, royalty free, perpetual licence to use, modify, sub licence and disseminate for any purpose all New Intellectual Property.

Third Party Intellectual Property Rights:

- 23.2 The parties agree that any entity providing services to deliver the Interventions (**the Services**) will be required to:
 - 23.2.1 warrant that the entity has a legal entitlement to use any third-party Intellectual Property provided as part of the Services and that providing the Services does not infringe the Intellectual Property rights of any third party; and
 - 23.2.2 indemnify the Crown, BOPRC, RLC and TALT against any claim arising from any infringement or alleged infringement of any third party's Intellectual Property in providing the Services or the Crown's, BOPRC's, RLC's or TALT's claim of New Intellectual Property developed under or in connection with this Deed.
- 23.3 The parties agree that any agreement they may enter into with another entity to provide the Services will reflect clauses 23.1 and 23.2.

Mātauranga Māori

- 23.4 This clause 23 does not apply to Mātauranga Māori as determined by mana whenua. Mātauranga Māori in relation to Intellectual Property includes intellectual property

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identified by mana whenua and TALT in accordance with tikanga and kawa. Mātauranga Māori Intellectual Property shall remain the property of the relevant mana whenua. Mātauranga Māori Intellectual Property includes property recognised by the Waitangi Tribunal in the Wai 262 Report and the Declaration on the Rights of Indigenous Peoples, Article 31.

24 Representations and Warranties

24.1 Each of BOPRC, RLC and TALT represents and warrants to the Crown that it has full power and authority to enter into and perform its respective obligations under this Deed.

25 Communications and announcements

25.1 No party will make any material public announcement or public communication in connection with this Deed without previously agreeing its contents with the other parties, except where:

- 25.1.1 a disclosure is required by a court; or
- 25.1.2 a disclosure is required to be made by applicable law or regulation.

25.2 The parties will promptly notify each other of material communication issues and co-operate in taking appropriate steps to address and mitigate communication risks.

26 Information to Parliament

26.1 BOPRC, RLC and TALT acknowledge that the Crown will be required to provide information from time to time to Ministers of the Crown and to Parliament. Clauses 22 (Confidential Information) and 24 (Communications and Announcements) do not apply to the provision of information to, and between, Ministers of the Crown and Government departments or to Parliament.

27 Approvals and consents

27.1 Unless this Deed expressly provides otherwise, a party may give or withhold an approval or consent, required in accordance with the Deed, in that party's absolute discretion and subject to any conditions determined by the party.

27.2 Unless this Deed expressly provides otherwise, where this Deed refers to a matter being to the 'satisfaction' of a party, this means to the satisfaction of that party in its absolute discretion.

28 Force majeure

No liability

28.1 A party is not liable for failure to perform, or delay in performing, an obligation if each of the following is satisfied:

- 28.1.1 The failure or delay arose from a cause beyond the reasonable control of that party. A cause beyond the reasonable control of a party includes any strike, lockout, other industrial disturbance, war, revolution, riot, civil commotion,

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lightning, storm, flood, fire, earthquake, explosion or unavailability of any essential equipment or materials.

- 28.1.2 The failure or delay did not arise (directly or indirectly) as a result of any wilful act or default of the party.
- 28.1.3 The party took all reasonable precautions against that cause and did its best to mitigate its consequences. This does not require the party to settle a labour dispute if, in the party's opinion, that is not in its best interests.
- 28.1.4 The party gave each other party notice of the cause as soon as practicable after becoming aware of it.

Notice

- 28.2 From the date notice is served in accordance with clause 28.1.4, no party is required to perform its obligations under this Deed that are dependent on the delayed or failed obligations until the party that gave notice is able to resume full performance of its obligations.

Termination

- 28.3 If the cause of the failure to perform and the resulting failure or delay lasts for more than 40 business days from the date that notice was given, then either of the parties that receive that notice may terminate this Deed immediately by giving the other parties written notice.

29 Notices

Giving notices

- 29.1 Any notice given to a party under this Deed is only given if it is in writing and sent in one of the following ways:
 - 29.1.1 Delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any) set out in Schedule 3.
 - 29.1.2 Emailed to that party at its email address and marked for the attention of the relevant department or officer (if any) set out Schedule 3.
- 29.2 Any other communication may be given in writing (delivered in person, post or by e-mail) or by telephone or teleconference call with the relevant department or officer (if any) set out in Schedule 3.

Change of contact details

- 29.3 If a party gives the other parties three business days' notice of a change of its address or e-mail address, any notice or communication is only given by that other party if it is delivered, emailed, or posted to the latest address.

Time notice or communication is given

- 29.4 Any notice or communication is to be treated as given at the following time:
 - 29.4.1 If it is delivered, when it is left at the relevant address.
 - 29.4.2 If it is sent by post, two business days after it is posted.

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- 29.4.3 If it is sent by e-mail, as soon as the sender receives a successful receipt notification to the correct e-mail address.
- 29.5 However if any notice or communication is given on a day that is not a business day or after 5pm on a business day, the notice or communication is deemed to have been given at the beginning of the next business day.
- 30 No assignment**
- 30.1 None of the parties may assign, charge or sublicense any of the rights granted in this Deed, without the prior consent in writing of the others (which shall not be unreasonably withheld).
- 31 Variation**
- 31.1 Any amendment, variation or deletion to this Deed will be only be effective if agreed by all parties in writing and signed by duly authorised representatives of each party.
- 32 Waivers**
- 32.1 A waiver of any right, power or remedy under this Deed must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 32.2 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed does not amount to a waiver.
- 33 Survival of Certain Clauses**
- 33.1 The clauses of this Deed which by their nature are intended to survive expiry or termination of this Deed (including any warranty or indemnity) shall accordingly survive the expiry or termination of the Deed.

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Schedule 1: Outcomes

Overview of actions:

BOPRC and RLC have been investigating a range of interventions to remove Nitrogen and Phosphorous from the Priority Lakes. Each Priority Lake requires different combinations of interventions to deal with nutrient sources that are naturally occurring (e.g. geothermal), legacy (e.g. derived from lake sediments) and current (e.g. sourced from current land issues).

Table 1 shows the quality status of each lake as at 2006 and the improvement that the Rotorua community indicated through consultation that it wants to see as a result of the Programme. The specified trophic level index (TLI) objectives are the key performance indicators for the purposes of monitoring the delivery of the Programme and progress toward the achievement of the Outcomes in accordance with the Deed.

Table 1: Trophic Level Index and 2006 Status

Lake	Outcome: TLI Objective	2006 TLI	Lake Trophic Status
Rotorua	4.2	4.9	Eutrophic (sick)
Rotoehu	3.9	4.6	Eutrophic (sick)
Rotoiti	3.5	4.6	Eutrophic (sick)
Ōkareka	3.0	3.4	Mesotrophic (vulnerable)

Table 2: Lake Restoration Outcomes

Priority Lake	Outcome: Sustainable Nutrient Load Target of Nitrogen (tonnes)	Outcome: Sustainable Nutrient Load Target of Phosphorus (tonnes)
Rotorua	435	37 (30 from the catchment and 7 from lake sediments)
Rotoiti	230	13.3
Ōkareka	8.4	0.33
Rotoehu	44.5	1.7

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Schedule 2: Project Plan

Project plan for deed funded interventions

TALT Leadership of the Programme

To reflect TALT's mana and rangatiratanga as a Treaty partner and as the owner of the fourteen lake beds, its status and role within the Strategy Group is elevated to enable participation in Programme decision making and to sit equally and fairly at the table. TALT's role will be to lead all reporting to the Crown, facilitation of programme meetings, building its own capability and capacity, and planning for a sustainable transition from Crown funding support **beyond FY2026/27**

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Lake Rotorua

To meet community expectations for water quality in Lake Rotorua (as defined by the Bay of Plenty Regional Policy Statement and Regional Natural Resources Plan), nitrogen inputs must not exceed 435 tonnes annually. This target is planned to be achieved by the delivery of the Integrated Framework by 2032. In the mean-time lake water quality is managed to achieve the target Trophic Level Index for the lake of 4.2, by dosing of aluminium sulphate which limits the phosphorous available for algae growth.

Engineering Solutions: Continue work on constructed wetlands to achieve the 50 tonne engineering solutions target as part of the Integrated Framework for Lake Rotorua. Work with partners to secure a further site for development.

Lake Rotorua Incentives Scheme: Continue to implement the Lake Rotorua Incentives Scheme to achieve the 100 tonnes of nitrogen reduction to Lake Rotorua by 2032. The Scheme will purchase nitrogen from rural landowners that falls below their

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Nitrogen Discharge Allowance (as set in the Lake Rotorua Nutrient Management Rules). Generally, to take advantage of the Scheme landowners need to change their landuse.

Lake Rotoiti

Lake Rotoiti has a target Trophic Level Index of 3.5 and a current Three Year Average Trophic Level Index of 3.7. There are three key Programme interventions to maintain the lake at or around its TLI, they are the Ohau Wall, sewerage reticulation of lakeside properties in the catchment and rules regarding the intensification of land use in the catchment. The Ohau Wall and rules are in place. Sewerage reticulation has been undertaken in two tranches, the first at the western end in the earlier years of the Programme and more recently at the eastern end from Curtis Road to Hinehopu.

Sewerage Reticulation - Curtis Road to Hinehopu: Completion of onsite connections to the wastewater reticulation network at the eastern end of Lake Rotoiti between Hinehopu and Curtis Road. There are 424 connections in total to be made in this part of the reticulation scheme and this includes diversion from existing onsite drainage, pump units, alarm panels, onsite pressure pipeline, connection to boundary assembly, decommissioning of existing onsite septic tanks. Approximately, three quarters of the onsite connections were completed in FY2023/24, the final quarter of connections will be completed in FY2024/25.

	Budget			
	Crown contribution (\$ million)	BOPRC contribution (\$ million)	RLC contribution (\$ million)	TOTAL Budget (\$ million)
<p>The purpose of this Project Plan is to outline the interventions planned for the 2024/2025 – 2031/2032 financial years for the Rotorua Te Arawa Lakes Programme (the Programme), as per the requirements of the Programmes Deed of Funding.</p> <p>The Programme encompasses 12 Te Arawa lakes; four of these lakes have received funding from the Ministry for the Environment, as per the original 2008 Deed of Funding Agreement between the Crown, BOPRC, and RLC.</p>				

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Interventions completed for the period 2008/09 – 2023/24			55.007	22.507	32.500	110.014
Financial Year	Activity	Deliverables				
2024/25	1. RLC Rotoiti Reticulation Scheme	1.1 Complete installation of all onsite connections to the Rotoiti sewerage reticulation network.	10.000	0.000	0.000	10.000
	2. BOPRC Engineering Solutions	2.1 Maintain 9-ha rural drain wetland site in Puarenga Catchment.	0.850	1.000	0.000	1.850
		2.2 Continue to deliver on further engineering solutions to achieve 50-tonne nitrogen target by 2032.				
	3. BOPRC Lake Rotorua Incentives Scheme	3.1 A cumulative total reduction of 40 tonnes of nitrogen by July 2025.	0.800	0.800	0.000	1.600
4. TALT Leadership of the Programme	4.1 Delivering 6-month and Annual Report 4.2 Facilitate Steering Group and Strategy Group Meetings		0.150	0.000	0.000	0.150

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		4.3 Capability and capacity building within TALT to participate and lead the Programme 4.4 Transition planning beyond 2026/27				
	5. BOPRC, RLC and TALT	5.1 Through the Strategy Group, review and action recommendation of the Rotoiti Independent Review	0.000	0.000	0.000	0.000
2025/26	1. BOPRC Engineering Solutions	1.1 Continue to deliver engineering solutions to achieve nitrogen target by 2032.	0.850	1.000	0.000	1.850
	2. BOPRC Lake Rotorua Incentives Scheme	2.1 Continue to advance the incentives scheme to achieve nitrogen targets by 2032.	0.800	0.800	0.000	1.600
	3. TALT Leadership of the Programme	3.1 Delivering 6-month and Annual Report 3.2 Facilitate Steering Group and Strategy Group Meetings 3.3 Capability and capacity building within TALT to participate and lead the programme 3.4 Transition planning beyond 2026/27	0.150	0.000	0.000	0.150
2026/27	1. BOPRC Engineering Solutions	1.1 Continue to deliver engineering solutions to achieve nitrogen target by 2032.	0.850	1.000	0.000	1.850

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Commented [WP3]: To consider updating "with support from Programme partners"

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	2. BOPRC Lake Rotorua Incentives Scheme	2.1 Continue to advance the incentives scheme to achieve nitrogen targets by 2032.	0.800	0.800	0.000	1.600
	3. TALT Leadership of the Programme	3.1 Delivering 6-month and Annual Report 3.2 Facilitate Steering Group and Strategy Group Meetings 3.3 Capability and capacity building within TALT to participate and lead the programme 3.4 Transition planning beyond 2026/27	0.150	0.000	0.000	0.150
2027/28	1. BOPRC Engineering Solutions	1.1 Continue to deliver engineering solutions to achieve nitrogen target by 2032.	1.000	1.000	0.000	2.000
	2. BOPRC Lake Rotorua Incentives Scheme	2.1 Continue to advance the incentives scheme to achieve nitrogen targets by 2032.	0.318	1.250	0.907	2.475
	3. TALT reporting	3.1 Delivering 6-month and Annual Report	0.000	0.000	0.000	0.000
2028/29	1. BOPRC Engineering Solutions	1.1 Continue to deliver engineering solutions to achieve nitrogen target by 2032.	0.000	1.000	1.000	2.000

Commented [WP4]: To consider updating "with support from Programme partners"

Commented [WP5]: To consider updating in 2027/28 to 2031/32

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	2. BOPRC Lake Rotorua Incentives Scheme	2.1 Continue to advance the incentives scheme to achieve nitrogen targets by 2032.	0.000	1.250	1.250	2.500
	3. TALT reporting	3.1 Delivering 6-month and Annual Report	0.000	0.000	0.000	0.000
2029/30	1. BOPRC Engineering Solutions	1.1 Continue to deliver engineering solutions to achieve nitrogen target by 2032.	0.000	1.000	1.000	2.000
	2. BOPRC Lake Rotorua Incentives Scheme	2.1 Continue to advance the incentives scheme to achieve nitrogen targets by 2032.	0.000	1.250	1.250	2.500
	3. TALT reporting	3.1 Delivering 6-month and Annual Report	0.000	0.000	0.000	0.000
2030/31	1. BOPRC Engineering Solutions	1.1 Continue to deliver engineering solutions to achieve nitrogen target by 2032.	0.000	1.000	1.000	2.000
	2. BOPRC Lake Rotorua Incentives Scheme	2.1 Continue to advance the incentives scheme to achieve nitrogen targets by 2032.	0.175	1.250	1.075	2.500
	3. TALT reporting	3.1 Delivering 6-month and Annual Report	0.000	0.000	0.000	0.000

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2031/32	1. BOPRC Engineering Solutions	1.1 Continue to deliver engineering solutions to achieve nitrogen target by 2032.	0.000	1.000	1.000	2.000
	2. BOPRC Lake Rotorua Incentives Scheme	2.1 Continue to advance the incentives scheme to achieve nitrogen targets by 2032.	0.175	1.693	1.518	3.386
	3. TALT reporting	3.1 Delivering 6-month and Annual Report	0.000	0.000	0.000	0.000
Total (up to)			72.075	39.600	42.500	154.175

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Schedule 3: Notices

Addresses for notices and representatives

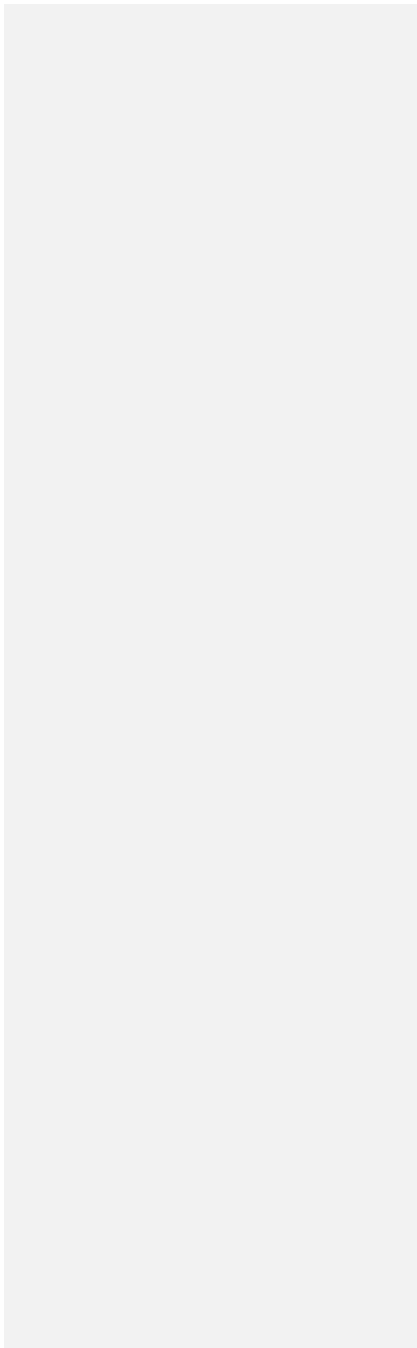
Name: Ministry for the Environment
Address: 8 Willis Street
 PO Box 10362
 WELLINGTON
Attention: Lorena Stephen
Representative: General Manager, Partnerships & Investments
For any other communications: Wes Patrick
 Manager, Environmental Investments
 Ph: 022 646 7958
 Wes.Patrick@mfe.govt.nz

Name: Bay of Plenty Regional Council
Address: 5 Quay Street, Whakatane (P O Box 364)
Attention: Helen Creagh
Representative: Rotorua Catchments Manager
For any other communications: Helen Creagh
 Rotorua Catchments Manager
 Ph: 0800 884 881 x 9463
 Helen.Creagh@boprc.govt.nz

Name: Rotorua Lakes Council
Address: Civic Centre, 1061 Haupapa Street, Rotorua
Attention: Stavros Michael
Representative: Group Manager Infrastructure & Environment
For any other communications: Stavros Michael
 Group Manager Infrastructure & Environment
 Ph: 027 807 3847
 Stavros.Michael@rotorualc.nz

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Name: **Te Arawa Lakes Trust**
Address: 1161 - 1163 Pukuatua Street, Rotorua
Attention: Charmaine Newson
Representative: Director of Funding and Programmes
For any other communications: Charmaine Newson
Director of Funding and Programmes
Ph: 022 561 2084
charmaine@tearawa.iwi.nz



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Schedule 4: Health & Safety

- 1 **Training of Personnel:** BOPRC, RLC and TALT will carry out the Programme only using appropriately trained, qualified, experienced and supervised personnel, including ensuring that all of its employees and personnel (including Sub-Recipients and sub-contractors) are trained in the relevant health and safety requirements applicable to the Programme (confirmation of relevant training is to be provided to the Ministry if requested).
- 2 **Briefings and Inductions:** BOPRC, RLC and TALT will ensure all of its employees and personnel and any other parties associated with the Programme, including Sub-Recipients, subcontractors, service providers, the public, and any visitors, undergo appropriate safety briefings and health and safety inductions.
- 3 **Keep the Ministry Informed:** BOPRC, RLC and TALT will keep the Ministry properly informed in writing (and in electronic form if requested) about material health and safety information in relation to the Programme including, but not limited to:
 - 3.1 reports of occurrences of safety incidents, details of damaged property, unsafe or hazardous acts or conditions (as soon as practicable);
 - 3.2 details of non-compliances or any details of any new hazards or significant amendments to their safety management plan; and
 - 3.3 evidence, if requested, that regular health and safety meetings are held and that scheduled audits have been completed. (BOPRC, RLC and TALT agree that a representative of the Ministry may be present at such meetings or audits or inspections from time to time).
- 4 **Allow Access:** BOPRC, RLC and TALT agree that upon the Ministry's request it shall provide the Ministry, at all reasonable times and upon reasonable notice, access to their premises, personnel and records (physical files and electronic) in relation to the Programme for the purpose of verification that BOPRC, RLC and TALT has adequate safety management systems in place and that it is complying with those systems and any safety requirements of this Deed.
- 5 **Safety Management Systems:** BOPRC, RLC and TALT will have in place, and will implement and operate, safety management systems which comply with the HSEA (and any amendments or its replacements) and any applicable regulations, codes of practice and industry best practice guidelines.
- 6 **Recovery of Funding:** The Ministry may reduce, suspend, or withhold the Funding or require all or part of Funding received but not yet spent to be repaid, if the Ministry judges the performance of BOPRC, RLC and/or TALT regarding health and safety in relation to the Programme to be in material breach of its obligations in clause 15 (Compliance) or this Schedule 4.
- 7 **Termination:** Without prejudice to any other rights to which it may be entitled, if the Ministry judges the performance of BOPRC, RLC and TALT regarding health and safety in relation to the Programme to be in material breach of its obligations in clause 15 (Compliance) or this Schedule 4 then the Ministry may:
 - 7.1 withhold any payment otherwise due under this Deed until the matter is resolved to the Ministry's reasonable satisfaction; and/or
 - 7.2 suspend or terminate (in whole or in part) this Deed by written notice to BOPRC, RLC and TALT with immediate effect.