**DEED OF GRANT OF FUNDS**

**CCPF2-009**

**THIS DEED** made from December 2015 to December 2018

**BETWEEN** the **DIRECTOR-GENERAL OF CONSERVATION** (called “the Director-General”)

**AND**

**BRAID INCORPORATED** being registered as an incorporated society under the Incorporated Societies Act 1908 (called “the Grantee”)

**Background**

1. The Director-General of Conservation is the administrative head of the Department of Conservation *Te Papa Atawhai* (“DOC”) and has the power to enter into arrangements to enable DOC to perform its functions.
2. DOC’s functions include the management of New Zealand’s natural and historic resources.
3. As part of its role, the Minister of Conservation has requested DOC to administer the Community Conservation Partnerships Fund (“CCPF”) (to replace the Biodiversity Advice Fund and the Biodiversity Condition Fund).

D. The purpose of this fund is to enable community-led conservation projects to undertake conservation work on priority natural heritage and recreation areas on public and private land and waters.

E. The Director-General approves suitable fund applications and the Minister of Conservation is advised of the allocations and makes the announcements.

F. As a result of the allocation process the Grantee has been selected to be allocated money from Community Conservation Partnerships Fund, subject to the conditions in this Deed.

G. The Grantee was granted the sum of $33,700 (incl. GST) for the purpose of “CCPF2-009/Braided River Partnership Project” (“the Project”)

**Definitions**

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

“Intellectual Property” means any literary, dramatic, musical, or artistic work, data, information, reports and materials both hard copy and electronic copy produced during and as a result of carrying out the Project and includes any patent or copyright in any property belonging to one or both Parties to this Deed and arising out of the performance of the Project.

**AGREEMENT**

1. By entering into this Deed the parties agree to the terms and conditions set out in this document and its schedules.

**Grant**

1. The Director-General and the Grantee agree that the Director-General GRANTS to the Grantee the sum set out in **Schedule 1** (inclusive of GST if any) which has been approved for allocation from the Community Conservation Partnerships Fund (“the Grant”) for the Project Milestones and Key Performance Indicators specified in **Schedule 2 and Schedule 3** of this Deed (the Project”).
2. The Project is to be carried out by the Grantee SUBJECT TO the conditions in this Deed and its schedules.
3. All payments that make up the Grant are subject to the availability of, or reductions in, the Community Conservation Partnerships Fund.

**Best endeavours**

1. The Grantee must use its best endeavours to carry out and complete the Project in the manner, by the dates, at the locations and within the costs specified in this Deed and its schedules.

**Use of grant**

1. The Grantee must only use the Grant for the purposes of, and within the scope of, the Project.

**Procurement**

1. When buying goods or services for the Project, the Grantee must use appropriate processes (including tenders where appropriate) so that only reasonable, open market costs are incurred on an arm’s length basis.

**Health and Safety**

1. The Grantee must undertake the Project in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and regulations and their successors.
2. The Grantee must:

#### carry out the Project only using appropriately trained, qualified, experienced and supervised personnel;

#### ensure that all of its employees and personnel (including assignees and sub-contractors) are trained in the relevant health and safety requirements applicable to the Project (confirmation of relevant training is to be provided to the Director-General if requested);

#### ensure that all of its employees and personnel and any other parties associated with the Project, including assignees~~,~~ contractors, service providers, the public, and any visitors, undergo appropriate safety briefings and health and safety inductions;

#### ensure that all of its employees and personnel (including assignees and contractors) are aware of potential liabilities and obligations under the environmental laws and regulations relevant to the Project;

#### end the involvement with the delivery of the Project of any of the Grantees personnel to the extent reasonably requested by the Director-General; and

#### ensure that any specified key personnel carry out the Project.

**Keep the Department informed:**

1. The Grantee shall keep the Director-General properly informed in writing (and in electronic form if requested) about:
2. progress and important issues in relation to the Project including notifying the Director-General immediately if it becomes aware of any issues that may affect delivery of the Project in accordance with the Project  or that may require any material changes to be made in relation to the Project, or that might give rise to liability or enforcement action under any laws and obligations;
3. any enforcement action commenced against the Grantee under the Hazardous Substances and New Organisms Act 1996, Resource Management Act 1991 or the Health and Safety in Employment Act 1992, or any other laws, regulations, codes, or standards in any capacity; and
4. material health and safety information in relation to the Project including, but not limited to:

(i)          reports of occurrences of safety incidents, details of damaged property, unsafe or hazardous acts or conditions (as soon as practicable);

                (ii)       details of non-compliances or any details of any new hazards or significant amendments to the Grantee's safety management plan;  and

                (iii)      evidence if requested, that regular health and safety meetings are held and that scheduled audits have been completed. (The Grantee agrees that a representative of the Director-General may be present at such meetings or audits or inspections from time to time).

**Priority**

1. The Grantee must give the Project appropriate priority over other activities and not divert resources away from the Project that may cause delays in its completion.

**Repayment of any overpayments**

1. The Grantee must promptly repay the Grant to the extent that any overpayment occurs, or as required by the Director-General if the Project is not completed in accordance with this Deed.

**Accounting and records**

1. The accounting and reporting requirements and procedures that apply to the Grant made from the Fund are set out in **Schedule 1.**
2. The Director-Generalmay suspend or cancel this Deed, and /or require the repayment of allocated funds, if:
   1. the Grantee is in breach of, or has failed to properly or promptly perform, any of its obligations;
   2. the Grantee has failed to meet reporting requirements within the expected timeframe and has not made contact regarding this for a period exceeding 6 months;
   3. the Grantee is or becomes insolvent or bankrupt, or is in or goes into receivership or liquidation;
   4. any direct or indirect change of ownership or control of the Grantee occurs; or
   5. the Director-General reasonably considers that anything in relation to the Project:
3. may bring the Director-General or the Project into disrepute; or
4. has become undesirable in light of the objectives of the Project or the Director-General.
5. The Grantee must keep proper accounts and records for auditing purposes as a random sample of projects will be periodically audited by the Director-General’s representatives (at the Director-General’s expense) for both financial and physical achievements.
6. The Grantee must also retain records associated with the Project and have them available for review, copying and use by the Director-General’s representatives at any time during, and for at least 24 months after, the completion of the Project.
7. The Grantee must provide the Director-General with a compilation of financial records covering all income (including other sources) and expenditure associated with the Project before the Director-General makes any payment under **Schedule 1** (except in the case of the first payment) for the period of funding covered by this Deed.

**Access**

1. The Grantee must allow the Director-General free access at reasonable times to any information related to the Project for verification and other reasonable purposes.
2. The Director-General may request the Grantee to enter any land or other property of the Grantee related to the Project for verification and other reasonable purposes and the Grantee must not unreasonably withhold its consent.
3. The Director-General must consult with the Grantee in advance and comply with all reasonable requests of the Grantee.

**Reporting**

1. The Grantee must provide the Director-General with a written report describing progress against the Project Milestones and Key Performance Indicators specified in **Schedule 2 and Schedule 3** before payments are made, at the end of the project or at any other time as specified in **Schedule 1**.
2. The Grantee must also provide to the Director-General, information on:
   1. the number of volunteers;
   2. the number of volunteer hours;
   3. the number of organisations involved;
   4. the number of landowners involved;
   5. the Grantee’s contribution, both in kind or monetary;
   6. contributions from other sources, both in kind or monetary.

**Use of information**

1. The Grantee must:
   1. make information about the Project (particularly outcomes) available without cost for use by the Director-General; and appropriately acknowledge the assistance of the Fund in all publications and publicity arising out of the Project by making specific reference to it.
2. The Grantee irrevocably authorises the Director-General to disclose information in relation to the Project (including on the Department’s Website).
3. The Director-General and Grantee must state in each publication (in any form) about the Project that use and copying of the information is welcomed and allowed.
4. It is acknowledged by the Grantee that the Director-General will deal with any requests for the release of information in accordance with the purposes and principles of the Official Information Act 1982 and the Privacy Act 1993 as the case may be.
5. The Director-General may specify the form and content of that acknowledgement.

**Intellectual Property**

1. The rights to ownership of any Intellectual Property, if any, produced as a result of carrying out the Projectare, subject to any written agreement to the contrary, to vest in and remain the property of the Crown acting through the Director-General.

**Liability etc**

1. The Grantee must promptly make good, and protect the Director-General from, any damage, loss or cost caused or contributed to by the Grantee in relation to the Project.
2. The Grantee accepts that the Director-General will not be liable (including in negligence) to the Grantee for any direct or indirect damage, loss or cost in relation to the Project.
3. The Grantee does not have the Director-General’s authority to say or to do anything for the Director-General.

**Relationship**

1. No partnership, joint venture, principal/agent or employer/employee relationship exists between the Director-General and the Grantee in relation to the Project.

**No assignment etc**

1. The Grantee must not assign, sublet or transfer any right or obligation under this Deed without the written consent of the Director-General.
2. Unless specifically stated to the contrary in any written consent to an assignment, no assignment releases or discharges the assignor from any obligation under this Deed.
3. The Parties agree that the sale or transfer of any of the shares in the capital of the Grantee is deemed to be an assignment for the purposes of this Deed.

**Miscellaneous**

1. Each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party to this Deed and to the partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect to all obligations and liabilities of this Deed.
2. This Deed records the entire agreement between the parties. Any variation to this Deed is at the sole discretion of the Director-General, must be in writing, signed by the parties, and then be attached to this Deed.
3. If circumstances arise for which the Grantee is not responsible and which make it impractical or impossible for the Grantee to perform in whole or in part the Services in accordance with the Agreement the Grantee must promptly notify the Director-General.
4. Any notice to be given under this Deed by one Party to the other must be in writing and made by personal delivery, by pre-paid post or by email addressed to the receiving Party at the postal or email address set out in Schedule 1.
5. A notice given in accordance with the preceding clause will be deemed to have been received:
   1. in the case of personal delivery, on the date of delivery;
   2. in the case of a letter, on the third working day after posting;
   3. in the case of email, on the date of despatch.
6. Failure or neglect by the Director-General to enforce at any time any of the provisions of this Deed is not to be construed or deemed to be a waiver of the Director-General’s rights under it; and is not to affect in any way the validity of the whole or any part of it or prejudice the Director-General’s rights to take subsequent action.
7. Suspension or termination of the Deed is not to prejudice or affect the accrued rights or claims and liabilities of the Parties.
8. Any illegality, or invalidity or unenforceability of any provision in this Deed is not to affect the legality, validity or enforceability of any other provisions

**IN WITNESS WHEREOF THIS DEED** was executed on the day and year

aforementioned.

**SIGNED** by **BARRY HANSON**, )

Director, Partnerships Kaihautū Manutātaki )

pursuant to an Instrument of Delegation dated )

9 September 2015 from the Director-General of )

Conservation in the presence of: )

Witness (Signed) ………………………………………………………

Name (Print) ………………………………………………………

Occupation ………………………………………………………

Address ………………………………………………………

………………………………………………………

………………………………………………………

**THE COMMON SEAL** of the )

**BRAID INCORPORATED** )

is hereby affixed in the presence of: )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Committee Member

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Committee Member

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Committee Member

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Printed)

**SCHEDULE 1**

**The Grant, conditions and reporting requirements**

The Director-General and the Grantee agree that the Director-General GRANTS to the Grantee the sumof THIRTY-THREE THOUSAND, SEVEN HUNDRED DOLLARS (inclusive of GST if any).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Year 1- Task** | **Amount funded** | **Your contribution** | **Other funding** | **Total** |
| Project co-ordinator | $8,877.70 | $1,000 volunteer  (67 hrs @ $15/hr) | $2,500.00 (from BRaid management fee) | $12,377.70 |
| Volunteer visits to inform clients and field inspection | $0.00 | $1,440.00 | $0.00 | $1,440.00 |
| Advertising and printing | $300.00 | $0.00 | $0.00 | $300.00 |
| Design, graphics, website/ social media marketing | $0.00 | $3,000.00 | $0.00 | $3,000.00 |
| Vehicle and mileage @.77/km | $924.00 | $0.00 | $0.00 | $924.00 |
| Travel: food & accom $170/day x 1day/month average | $0.00 | $2,040.00 | $0.00 | $2,040.00 |
| Traps – DOC 200 @ $60: 4 traps in 5 sites (total 20) on 2 rivers | $1,200.00 | $0.00 | $0.00 | $1,200.00 |
| Traps – 19 Timms @ $43.70 (inc GST): (total 19) on 2 rivers | $830.30 | $0.00 | $0.00 | $830.30 |
| Field supplies, contingency | $0.00 | $500.00 | $0.00 | $500.00 |
| **Total** | $12,132.00 | $7,980.00 | $2,500.00 | **$22,612.00** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Year 2- Task** | **Amount sought** | **Your contribution** | **Other funding** | **Total** |
| Project co-ordinator | $10,045.00 | $1000 volunteer  (67 hrs @ $15/hr) | $2,500.00 (from BRaid management fee) | $3,545.00 |
| Volunteer visits to inform clients and field inspection | $0.00 | $1440.00 | $0.00 | $1,400.00 |
| Advertising and printing | $300.00 | $0.00 | $0.00 | $300.00 |
| Graphics, website/ social media marketing | $0.00 | $2,000 | $0.00 | $2,000.00 |
| Vehicle and mileage @.77/km | $924.00 | $0.00 | $0.00 | $924.00 |
| Travel: food & accom $170/day x 1 day/month average | $0.00 | $2,040.00 | $0.00 | $2,040.00 |
| Traps – DOC 200 @ $60: 4 traps in 5 sites (total 20) on 2 rivers | $1,200.00 | $0.00 | $0.00 | $1,200.00 |
| Field supplies, contingency | $0.00 | $500.00 | $0.00 | $500.00 |
| **Totals** (incl. GST) | $12,469.00 | $6980.00 | $2,500.00 | $21,909.00 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Year 3- Task** | **Amount sought** | **Your contribution** | **Other funding** | **Total** |
| Project co-ordinator  Manager visits to check on clients and field inspection | $7,095.00 | $1000 volunteer  (67 hrs @ $15/hr) | $2,500.00 (from BRaid management fee) | $10,595.00 |
| Vehicle and mileage @.77/km | $924.00 | $0.00 | $0.00 | $924.00 |
| Travel: food & accom $180/day 6 visits (2 people) | $1,080.00 | $0.00 | $0.00 | $1,080.00 |
| Contingency / trap repairs | $0.00 | $100.00 | $0.00 | $100.00 |
| **Totals** (incl GST) | $9,099.00 | $1,100.00 | $2,500.00 | $12,699.00 |

1. The Director-General will make the payments that make up the Grant to the Grantee to enable expenditure on the Project:
   1. the first, of $6,066 (incl. GST) on the signing of the Deed;
   2. the second payment of $6,066 (incl GST) 6 months after the signing of the Deed, subject to providing the Director-General with a progress report that is satisfactory to the Director General
   3. the third payment of $6,234.50 (incl GST) 12 months after the signing of the Deed, subject to providing the Director-General with a progress report that is satisfactory to the Director General
   4. the fourth payment of $6,234.50 (incl GST) 18 months after the signing of the Deed, subject to providing the Director-General with a progress report that is satisfactory to the Director General
   5. the fifth payment of $4,550 (incl GST) 24 months after the signing of the Deed, subject to providing the Director-General with a progress report that is satisfactory to the Director General
   6. the sixth payment of $4094 (incl GST) 30 months after the signing of the Deed, subject to providing the Director-General with a progress report that is satisfactory to the Director General
   7. the seventh payment of $455 (incl GST) 36 months after the signing of the Deed, subject to providing the Director-General with a **final** project report that is satisfactory to the Director General
2. **Standard Reporting Requirements – The Grantee must use the financial and reporting templates as provided by the Department of Conservation.**

Start:

Complete:

1. **Contact Details**

|  |  |
| --- | --- |
| Nick Ledgard  Braid Incorporated  191 Carrs Road  Loburn RD2  Ranigora 7472  Phone: (03) 525 7410  Email: marian@farmside.co.nz | Kingsley Timpson  Operations Manager  Department of Conservation  PO Box 349  Rangiora 7440  Phone: 03 313 0821  Email: ktimpson@doc.govt.nz |

**SCHEDULE 2**

**Project Milestones**

**Milestone table and detailed budget**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Milestones | | | |  |
|  | | | |  |
| Milestone name | Activity | Deliverable | Due date | |
| 1.Partnership Database | Database of commercial operators and stakeholders developed across 6 river catchments | Database of commercial operators and stakeholders developed across 6 major river catchments:   * Waiau * Hurunui * Waimakariri * Rakaia * Rangitata * Lower Waitaki | October 2016 | |
| 2.Partnership Recruitment | Visit and recruit potential commercial tour operators to monitor colony nesting birds on braided rivers | Minimum 6 visits to commercial operators and stakeholders in these river catchments that have expressed interest and willingness.  Recruitment of 3-6 commercial tour operators. | October 2016 | |
| 3.Publicity / Education and monitoring/management protocols developed | Develop information/publicity materials tailored to each river and commercial operator in consultation with iwi.  Develop monitoring/management protocols tailored to each river and commercial operator in consultation with iwi  Develop accredition measures for levels of engagement of commercial river operators | Publicity and educational material ‘fit for purpose’ in hands of receptive clients.  Monitoring/management protocols fit for purpose’ in hands of receptive clients.  Developed BRaid accreditation. | October 2016 | |
| 4.Implementation of Partnership Monitoring / Management | Participants promoting br birds and monitoring / managing bird populations at regular intervals using agreed protocols | Promotional material in use.  Monitoring /management protocols being implemented by clients (as appropriate)  Summary Report at the end of the first complete breeding season February 2017 | April 2017  April 2017 | |
| 5. Stakeholder surveys and feedback anaylsis | Feedback sought and through surveys from stakeholders, with analysis completed to refine and improve engagement strategies. | New end-user promotion/management protocols produced, due to better understanding of how the needs of stakeholders can be met to encourage their involvment with protecting and enhancing br habitats, halting the decline in braided river bird populations in Canterbury. | Sept 2018 | |

**SCHEDULE 3**

**Key Performance Indicators**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project objective/Key Performance Indicators | | | | |
| Objective | Key performance indicators (KPIs) | Source of measure | Expected outcome | Baseline information |
| 1. Develop a comprehensive database of commercial tourism operators in Canterbury that utilise braided rivers as part of their day-to-day business. | Database of commercial operators and stakeholders developed across 6 major river catchments:   * Waiau * Hurunui * Waimakariri * Rakaia * Rangitata * Lower Waitaki | Total number of operators and other potential stakeholders identified in 6 river catchments. | Establish database of braided river users potentially able to assist in braided river bird management. | There is currently no comprehensive database of commercial braided river users.  It is intended that these will be sourced from   * NZ Professional Fishing Guides Association * NZ Canoe Federation * Canterbury University canoeing and whitewater club * Jetboating New Zealand * DOC * ECan * Tourism New Zealand * Regional and local tourism organisations including   + - Hurunui Tourism     - Mid-Canterbury Tourism |
| Increase accuracy of records of the distribution and numbers of colony river nesting birds through working with commercial operators | Minimum 6 visits to commercial operators and stakeholders that have expressed interest and willingness.  By the end of Year 1, commercial river users are reporting presence and/or absence of colony nesting birds (basic monitoring). | 1. Number of river catchments. with ‘clients’ involved with biodiversity monitoring.  2. Number of operators reporting presence and/or absence of birds (involved with bird monitoring).  3. Number of operators approached but not interested.  4. Level of existing knowledge about braided rivers and their native biodiversity measured in hours spent to establish and develop knowledge. | Engagement and buy-in from commercial braided river users leadiing to improved understanding of colony braided river nesting bird behaviours and population trends. | Database of active participants, their capacity and capabilities, and level of initial involvement with braided river biodiversity.  Use of existing DOC database to determine current baseline of colony nesting birds, which is sparse. |
| 3.Empower tour operators and allies to assist with braided river bird education/promotion, monitoring and management. | Production and delivery of two ‘field tolerant’ information packs on:  1) uniqueness of braided rivers and birds, and  2) monitoring activities, ranging from just locating and monitoring presence/absence, to trapping, habitat enhancement (weed removal and island creation) and level of breeding success. | The number of field packs tailored to individual operators/river environments and bird species. | Increased number of commercial / recreational braided river users engaged in:   * monitoring and/or * bird habitat management and/or * education and advocacy | Currently, there is no accurate way to determine if and how commercial river operators are engaged in these activities. Some individuals assist with activies such as trapping and weeding through membershipwith F&B, OSNZ etc.  Established baseline of trapping, weeding, monitoring in Year 1. |
| 4. Implementation of monitoring/management protocols | Number of operators undertaking monitoring and management (measure as to degree of monitoring (once, twice etc /season) and number of management activities (trapping nights, predators caught etc) ‘Clients’ implementing monitoring/management protocols.  Summary report on outcomes of Years 1 & 2. | Level of pack use, measured by number of:  1. Operators receiving publicity material and feedback  2. Monitoring using agreed protocols  3. Trapping (locations and trap nights)  4. Clearing weeds (where applicable)  5. Creating islands (where applicable)  6. Educating members of the public about braided river birds through their normal tour operations | Tourism operators are pro-actively involved in promotion and education about braided river birds and their habitats.  Members of the public and/or businesses are sponsoring the costs for (2)-(5) by the end of Year 3. | Add to baslines in Years 2-3 where new operators/rivers are incorporated into the project. |
| 5.Reviewing outcomes from years 1 and 2 to refine strategies for engagement, monitoring and protection elsewhere - and hopefully expanded and replicated in other environments as well as rivers. | 1. Feedback from operators sought.  2. Feedback from operators received.  3. Strategies are being continually refined and improved.  4. Bird monitoring and management established  5. Final report | 1. Effective operator engagement strategies; what works, what doesn’t 2. Operators report improved business outcomes, measured by revenue and/or marketing opportunities such as achieving Qualmark EnviroAwards 3. Off-the shelf components for field kits that can be readily packaged to suit different operators and circumstances 4. Scale of monitoring and management across 6 major rivers | Better understanding of how the needs of stakeholders can be met to encourage their involvment with protecting and enhancing braided river habitats, halting the decline in braided river bird populations in Canterbury.  Increase in number of nesting sites protected. | Baselines for operator engagement and bird monitoring established.  Baseline of colony nesting bird sites and populations expanded. |