

# Contract for Services

Toitū Environmental Certification Services Agreement

## The Parties

**Department of Conservation**

**(Buyer)**

18-32 Manners Street

Wellington 6011, New Zealand

and

**Enviro-Mark Solutions Limited (trading as Toitū Envirocare)**

**(Supplier)**

54 Gerald Street, Lincoln 7608, New Zealand

Company Number 3166945

## The Contract

### Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties rights and obligations.

### The documents forming this Contract are:

- |   |                   |
|---|-------------------|
| 1. This page                                    | <b>Page 1</b>     |
| 2. Contract Details and Description of Services | <b>Schedule 1</b> |
| 3. Standard Terms and Conditions                | <b>Schedule 2</b> |
- GMC Form 2 SERVICES | Schedule 2 (2nd Edition) available at: [www.procurement.govt.nz](http://www.procurement.govt.nz)
4. Any other attachments described at Schedule 1 including the following Specific Terms:
- 4.1 Attachment 1 to Schedule 1 – Certification Terms
  - 4.2 Attachment 2 to Schedule 1 – Programme Marks Licence Terms
  - 4.3 Attachment 3 to Schedule 1 – Emanage SaaS Licence Terms
  - 4.4 Attachment 4 to Schedule 1 – Offsetting Service Terms

### How to read this Contract

5. Together the above documents form the whole Contract.
6. Clause numbers in Schedule 1 refer to clauses in Schedule 2 unless identified otherwise.
7. Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 of Schedule 2 and in the relevant Definitions sections in the each of Attachments 1, 2, 3 and 4 into Schedule 1.
8. Where a word starting with a capital letter in Attachments 1-4 of Schedule 1 does not have a special meaning in the relevant Attachment in which the word appears, then the meaning set out in the Definitions section at clause 17 of Schedule 2 will apply.
9. In the event of inconsistency the Specific Terms in Attachments 1-4 of Schedule 1 will take precedence and shall prevail over the terms set out in Schedule 2.

## Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

For and on behalf of the **Supplier**:

(signature)

(signature)

**name:** RACHEL BRUCE  
**position:** DJE1 CORPORATE  
**date:** 11/3/2020

**name:** Josephine Rudkin-Birks  
**position:** GM Sales & Marketing  
**date:** 24-02-2020

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# Schedule 1

## Contract Details and Description of Services

|                   |                                    |                               |
|-------------------|------------------------------------|-------------------------------|
| <b>Start Date</b> | [9 March 2020]                     | Reference Schedule 2 clause 1 |
| <b>End Date</b>   | [12 months from start of contract] | Reference Schedule 2 clause 1 |

| Contract Managers<br>Reference Schedule 2 clause 4 | Buyer's Contract Manager                  |  | Supplier's Contract Manager |
|--|---|--|-----------------------------|
|  | <b>Name:</b>                              | Mat Nalder   | Josephine Rudkin-Binks      |
| <b>Title / position:</b>                           | Outcomes Management Unit                  | General Manager Sales & Marketing                        |                             |
| <b>Address:</b>                                    | 62 Commercial Street, Takaka, New Zealand | Suite 9, Level 2, 20 Augustus Terrace, Parnell, Auckland |                             |
| <b>Phone:</b>                                      | [REDACTED]                                | [REDACTED]   |                             |
| <b>Fax:</b>  | N/A                                       | N/A  |                             |
| <b>Email:</b>                                      | mnalder@doc.govt.nz                       | Josephine.rudkin-binks@toitu.co.nz                       |                             |

| Addresses for Notices<br>Reference Schedule 2 clause 14 | Buyer's address                           |            | Supplier's address |
|---|---|------------|--------------------|
|   | <b>For the attention of:</b>              | Mat Nalder | As above           |
| <b>c.c. Contract Manager</b>                            |   |            |                    |
| <b>Delivery address:</b>                                | 62 Commercial Street, Takaka, New Zealand |            |                    |
| <b>Postal address:</b>                                  | PO Box 166, Takaka 7172                   |            |                    |
| <b>Fax:</b>   | N/A                                       |            |                    |
| <b>Email:</b>   | mnalder@doc.govt.nz                       |            |                    |

| Description of Services   |                  |
|---|------------------|
| <b>Context</b>  |                  |
| <p>The Supplier provides environmental certification services to assure entities that their greenhouse gas emissions inventory is complete and accurate, and their management plans to reduce emissions and understand their carbon liabilities in their organisation and more widely through the supply chain to meet the Supplier's certification criteria (<b>Services</b>). The Buyer wishes to access the Services and obtain certification under the Supplier's carbonreduce certification programme (<b>Programme</b>) as described below:</p> <ul style="list-style-type: none"> <li>The Supplier's carbonreduce certification Programme provides assurance that the Buyer has prepared its greenhouse gas emissions inventory in conformance with ISO 14064-1, developed an emissions management plan, set emissions reduction targets and made progress in reducing emissions.</li> <li>The Supplier's carbonzero certification Programme provides assurance that the Buyer has prepared its greenhouse gas emissions inventory in conformance with ISO 14064-1, developed an emissions management plan, set emissions reduction targets, made progress in reducing emissions and offset the remaining emissions using approved certified Carbon Credits.</li> </ul> <p>This Contract sets out the terms and conditions on which the Supplier has agreed to provide the Services to the Buyer for the Term specified and the Buyer has agreed to pay the Supplier for the Services.</p> |                  |
| <b>Description of Services</b>  |                  |
| <p>The Buyer is purchasing the Services for the following Membership Level (which becomes the <b>Buyer Membership Level</b>) (tick applicable Buyer Membership Level):</p>  |                  |
| <input type="checkbox"/>  | CARBON LITE      |
| <input type="checkbox"/>  | CARBON LITE PLUS |

|   |                      |
|---|----------------------|
|   | CARBON STANDARD      |
|   | CARBON STANDARD PLUS |
| X | CARBON PREMIUM       |

The Services are offered to help the Buyer achieve and maintain certification under the carbonreduce programme

The Services provided by the Supplier to the Buyer are made up of the following: (1)Set Up Services; (2)Annual Membership Services; and (3)Audit & Certification Services as applicable to the Buyer Membership Level and further detailed in the table below.

| <b><u>Set Up Services</u></b>   | <b><u>Annual Membership Services</u></b>  | <b><u>Audit &amp; Certification Services</u></b>   |
|---|---|--|
| <p><b>Provided subject to the following Contract terms:</b></p> <ul style="list-style-type: none"> <li>• Page 1</li> <li>• Schedules 1 and 2;</li> <li>• Attachments 1 and 3 to Schedule 1</li> </ul> | <p><b>Provided subject to the following Contract terms:</b></p> <ul style="list-style-type: none"> <li>• Page 1</li> <li>• Schedules 1 and 2;</li> <li>• Attachments 1,2 and 3 to Schedule 1</li> </ul> | <p><b>Provided subject to the following Contract terms:</b></p> <ul style="list-style-type: none"> <li>• Page 1</li> <li>• Schedules 1 and 2;</li> <li>• Attachments 1,2, 3 and 4 to Schedule 1</li> </ul> |

| <b>Carbon Lite</b>  |   |  |
|---|---|--|
| <p>Set Up Services are for the Programme in the first year only. These Services include:</p> <ul style="list-style-type: none"> <li>• Onsite scope assessment and related Services under the Certification Terms set out in Attachment 1 to Schedule 1.</li> <li>• Prepare a project plan, brief project team if required.</li> <li>• Discuss and agree the base year and reporting period for your inventory.</li> <li>• Set organisational boundaries, identify emissions sources and set scopes.</li> <li>• Additional software tool training and extra support required for set up and project kick-off.</li> </ul> | <p>Annual Membership Services. These Services include:</p> <p><i>Carbon Measurement and Reduction Services</i></p> <ul style="list-style-type: none"> <li>• Emanage SaaS Licence for 1 user under the terms set out in Attachment 3 to Schedule 1.</li> <li>• Tools and materials in the software including emissions factors</li> <li>• Guidance materials, templates and other membership only online resources.</li> </ul> <p><i>Account Management Support and Training</i></p> <ul style="list-style-type: none"> <li>• Technical account manager support (8-12 hours);</li> <li>• Introduction to the programme rules and resources;</li> <li>• Tailored project plan for you;</li> <li>• Training and support on environmental measurements and management and reduction opportunities;</li> <li>• Audit preparation.</li> </ul> <p><i>Audit and Certification Services in accordance with the terms set out in Attachment 1 and 2 to Schedule 1.</i></p> <ul style="list-style-type: none"> <li>• Verification audit of compliance with the programme;</li> <li>• Technical review and certification under the programme.</li> </ul> <p><i>Marketing and Branding in accordance with the terms set out in Attachment 1 and 2 to Schedule 1.</i></p> <ul style="list-style-type: none"> <li>• Programme Marks Licence under the terms set out in Attachment 2 to Schedule 1.</li> <li>• Training on the use of our Programme Marks.</li> <li>• Newsletters</li> <li>• Best-practice workshops and networking events</li> </ul> | <p>Audit and Certification Services. These Services include:</p> <p>Verification, Audit and Certification Estimate time: 8-10 hours</p> <p>Verification audit and technical review includes:</p> <ul style="list-style-type: none"> <li>• Planning, desk review and process agreement</li> <li>• Evaluation of boundaries, data collection, processes and controls;</li> <li>• Evidence collection via interviews, site visit(s), desk-based analysis and data and document reviews;</li> <li>• Evaluation of findings and closure of identified issues;</li> <li>• Preparation of report to include peer review and independent statement;</li> <li>• Delivers a public disclosure page for external use and confidential internal verification report for management on completion;</li> <li>• Certification issued under the carbonreduce Programme in accordance with the terms set out in Attachment 1 to Schedule 1.</li> <li>• Where seeking Toitū carbonzero certification, Offset remaining emissions in accordance with the provisions of Attachment 4 to Schedule 1.</li> </ul> |



|   |  |   |
|---|--|---|
|   | <ul style="list-style-type: none"> <li>Inclusion of your name, logo and level of certification on our website;</li> <li>Framed certificate of your organisations' Certification.</li> </ul>  |   |
| <b>Carbon Lite Plus</b>   |  |   |
| First year only, as above with additional hours as required based on the organisation | As with Carbon Lite, plus: <ul style="list-style-type: none"> <li>Technical account manager support (16-22 hours)</li> <li>Total of 2 software users</li> </ul>  | Verification, Audit and Certification Estimate:<br>11-16 hours<br>Services as described above |
| <b>Carbon Standard</b>  |  |   |
| First year only, as above with additional hours as required based on organisation     | As with Carbon Lite, plus: <ul style="list-style-type: none"> <li>Technical account manager support (16-22 hours)</li> <li>Total of 2 software users</li> </ul>  | Verification, Audit and Certification Estimate:<br>17-24 hours<br>Services as described above |
| <b>Carbon Standard Plus</b>   |  |   |
| First year only, as above with additional hours as required based on organisation     | As with Carbon Lite, plus: <ul style="list-style-type: none"> <li>Technical account manager support (22-28 hours)</li> <li>Total of 3 software users</li> </ul>  | Verification, Audit and Certification Estimate:<br>25-30 hours<br>Services as described above |
| <b>Carbon Premium</b>   |  |   |
| First year only, as above with additional hours as required based on organisation     | Everything in Carbon Lite, plus: <ul style="list-style-type: none"> <li>Key technical account manager support (28+ hours)</li> <li>Total of 4 software users</li> <li>Provision of benchmarking information into your emissions management plan (if available)</li> <li>Marketing presentation and communications plan to leverage certification credentials</li> <li>Joint media release</li> <li>One selected onsite training session per year (from options list which will be advised to the Buyer by the Supplier)</li> </ul> | Verification, Audit and Certification Estimate:<br>32-75 hours<br>Services as described above |

**Deliverables and Milestones**

In performing the Services the Supplier will complete the following key Milestones by the due dates stated below:

| Deliverable/Milestone  | Performance Standards                           | Due date                                 |
|--|---|--|
| Provision of the following Buyer Membership Level Services: <ul style="list-style-type: none"> <li>Set Up Services</li> <li>Annual Membership Services</li> <li>Programme Marks Licence</li> <li>Emanage SaaS Licence</li> </ul> | As set out in Attachments 1-4 of this Contract  | [Within 3 months from start of contract] |
| Provision of the following Buyer Membership Level Services: <ul style="list-style-type: none"> <li>Audit and Certification Services.</li> <li>Verification audit and technical review.</li> </ul>                                | As set out in Attachments 1-4 of this Contract. | [Within 8 months from start of contract] |

|  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>• Certification under the Certification Terms.</li> </ul> |  |  |
|--|--|--|

| Supplier's Reporting Requirements<br>Reference Schedule 2 clause 5 | Report to:       | Type of report   | Due date   |
|--|------------------|--|--|
|  | Contract Manager | Pre-audit check of information and report back on any issues or inaccuracies | [At least two weeks prior to annual audit being conducted by the Supplier] |
|  |                  | [Verification and Audit]   | [6 – 7 months from start of contract]                                      |
|  |                  | [Audit Review]   | [7 – 8 months from start of contract]                                      |

**CHARGES:** The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include *Fees*, and where agreed, *Expenses* and *Daily Allowances*. The Charges for this Contract are set out below.

| Fees<br>Reference Schedule 2 clause 3 | Services   | Cost   |
|---------------------------------------|--|--|
|                                       | Buyer Membership Level Services Fees for the following: (Up to 28 Hours) <ul style="list-style-type: none"> <li>• Set Up Services</li> <li>• Annual Membership Services</li> <li>• Programme Marks Licence</li> <li>• Emanage SaaS Licence</li> </ul>                              | \$25,175   |
|                                       | Buyer Membership Level Services Fees for the following: (Up to 33 Hours Estimated) <ul style="list-style-type: none"> <li>• Audit and Certification Services</li> <li>• Verification audit and technical review</li> <li>• Certification under the Certification Terms.</li> </ul> | \$8,535  |
|                                       | Offsetting Services Fee  | As agreed between the parties if activated by the Buyer in accordance with Attachment 4. |
|                                       | Such other Fees as set out in any Attachment to this Contract or agreed in writing between the parties.  | As per Attachment or recorded in writing   |

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The Supplier may, at its sole discretion, review and adjust the Fees (**Fee Adjustment**) annually.

For each Fee Adjustment the Supplier will notify the Buyer in writing of the Fee Adjustment amount and the new Fees that will apply under this Contract from the Fee Adjustment Date.

Where the Buyer does not agree to the Fee Adjustment, the Buyer shall advise the Supplier of this not less than 20 Business Days prior to the Fee Adjustment Date and the parties will discuss in good faith what if any Fee Adjustment might be acceptable.

Where the parties are unable to reach agreement on the Fee Adjustment by the Fee Adjustment Date, the Agreement will end on that date.

Where the parties reach agreement on a Fee Adjustment then the Fee Adjustment will apply from the Fee Adjustment Date.

Where the Buyer requests additional services (which may include Auditor or other Subcontractor services) from the Supplier, this will be charged at \$/hour or at a rate agreed between the parties.

|   |  |
|---|--|
| <b>Expenses</b><br>Reference Schedule 2<br>clause 3 | <p><b>Actual and reasonable — general Expenses</b></p> <p>The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that:</p> <ol style="list-style-type: none"> <li>a. the Buyer has given prior written consent to the Supplier incurring the Expense</li> <li>b. the Expense is charged at actual and reasonable cost, and</li> <li>c. the claim for Expenses is supported by GST receipts.</li> </ol> <p>The Buyer will also pay Expenses as set out in any Attachment to this Contract.</p> |
|---|--|

|  |   |
|--|---|
| <b>Daily Allowance</b><br>Reference Schedule 2<br>clause 3 | <p>No Daily Allowances are payable.</p> |
|--|---|

| <b>Invoices</b><br>Reference Schedule 2<br>Subject to clauses 3 and<br>11.7  | <p>On the following dates subject to completion of the relevant Deliverables/Milestones and otherwise at the end of the month, for Services delivered during that month.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Deliverable/Milestone</th> <th style="text-align: center;">Due date</th> <th style="text-align: center;">Amount due<br/>(excl. GST)</th> </tr> </thead> <tbody> <tr> <td>                     Provision of the following Buyer Membership Level Services:                     <ul style="list-style-type: none"> <li>• Set Up Services</li> <li>• Annual Membership Services</li> <li>• Programme Marks Licence</li> <li>• Emanage SaaS Licence</li> </ul> </td> <td style="vertical-align: top;">                     [Within 20 days of the date of Our Annual Membership Fee invoice]                 </td> <td style="text-align: right; vertical-align: top;">                     \$25,175                 </td> </tr> <tr> <td>                     Buyer Membership Level Services for the following:                     <ul style="list-style-type: none"> <li>• Audit and Certification Services</li> <li>• Verification audit and technical review</li> <li>• Certification under the Certification Terms</li> <li>• Audit hours are estimated</li> </ul> </td> <td style="vertical-align: top;">                     [Within 20 days of the date of the Certification Fee invoice]                 </td> <td style="text-align: right; vertical-align: top;">                     \$8,535                 </td> </tr> <tr> <td>Offsetting Services</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table> | Deliverable/Milestone     | Due date | Amount due<br>(excl. GST) | Provision of the following Buyer Membership Level Services: <ul style="list-style-type: none"> <li>• Set Up Services</li> <li>• Annual Membership Services</li> <li>• Programme Marks Licence</li> <li>• Emanage SaaS Licence</li> </ul> | [Within 20 days of the date of Our Annual Membership Fee invoice] | \$25,175 | Buyer Membership Level Services for the following: <ul style="list-style-type: none"> <li>• Audit and Certification Services</li> <li>• Verification audit and technical review</li> <li>• Certification under the Certification Terms</li> <li>• Audit hours are estimated</li> </ul> | [Within 20 days of the date of the Certification Fee invoice] | \$8,535 | Offsetting Services | N/A | N/A |
|--|---|---------------------------|----------|---------------------------|--|---|----------|--|---|---------|---------------------|-----|-----|
| Deliverable/Milestone  | Due date  | Amount due<br>(excl. GST) |          |                           |  |   |          |  |   |         |                     |     |     |
| Provision of the following Buyer Membership Level Services: <ul style="list-style-type: none"> <li>• Set Up Services</li> <li>• Annual Membership Services</li> <li>• Programme Marks Licence</li> <li>• Emanage SaaS Licence</li> </ul>   | [Within 20 days of the date of Our Annual Membership Fee invoice]   | \$25,175                  |          |                           |  |   |          |  |   |         |                     |     |     |
| Buyer Membership Level Services for the following: <ul style="list-style-type: none"> <li>• Audit and Certification Services</li> <li>• Verification audit and technical review</li> <li>• Certification under the Certification Terms</li> <li>• Audit hours are estimated</li> </ul> | [Within 20 days of the date of the Certification Fee invoice]   | \$8,535                   |          |                           |  |   |          |  |   |         |                     |     |     |
| Offsetting Services  | N/A   | N/A                       |          |                           |  |   |          |  |   |         |                     |     |     |

|   |                              |   |
|---|------------------------------|---|
| <b>Address for invoices</b><br>Reference Schedule 2<br>clause 3 | <b>Buyer's address</b>       |   |
|   | <b>For the attention of:</b> | Mat Nalder                                |
|   | <b>Physical address:</b>     | 62 Commercial Street, Takaka, New Zealand |
|   | <b>Postal address:</b>       | PO Box 166, Takaka 7172                   |
|   | <b>Email:</b>                | mnalder@doc.govt.nz                       |

|  |  |
|--|--|
| <b>Insurance</b><br>Reference Schedule 2<br>Clause 8.1 | <p>It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Buyer does not require any specific insurance under this Contract.</p> |
|--|--|



**Changes to  
Schedule 2 and  
additional  
clause/s**

**Clause 1.2** is amended as follows:

"This Contract ends on the End Date (Initial Term) unless terminated earlier or renewed in accordance with Clause 1.3"

Toitū Envirocare will review an Eligible Agency's emissions footprint and membership level on an annual basis as both may change over time. Where the Supplier wishes to make a Fee Adjustment it will advise the Buyer of this not less than 40 Business Days prior to the anniversary of the Start Date (each anniversary of the Start Date will be the **Fee Adjustment Date**).

A new **Clause 1.3** is inserted as follows:

This Contract may be renewed for an additional period of three (3) years from the End Date (**Renewal Term**), provided the Buyer notifies the Supplier of its intention to renew this Contract at least sixty (60) Business Days prior to the End Date and the Supplier notifies the Buyer of its acceptance of the Renewal Term prior to the End Date.

**Clause 2.3** is amended as follows:

a. on time and to the required performance standards or quality set out in Schedule 1 ~~or reasonably notified by the Buyer to the Supplier from time to time.~~

...

c. with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a reputable ~~leading~~ supplier in the relevant industry.

**Clause 6.3** is amended to include the following sentence:

"The Buyer may not transfer any of its rights or obligations or its Certification under this Contract."

**Clause 10** is subject to the relevant Dispute Resolution provisions set out in Attachments 1-4 of Schedule 1.

**Clauses 11.13 and 11.14** are deleted and replaced with the specific Consequences of Expiry provisions under each Attachment to Schedule 1.

**Clauses 11.15 and 11.16** are deleted.

**Clauses 12.2 – 12.3** are deleted and replaced with the specific Intellectual Property Rights provisions under each Attachment (as applicable) to Schedule 1.

**Clauses 12.4 – 12.6** are deleted and replaced with the specific Indemnity provisions under each Attachment to Schedule 1.

**Clause 16.1** is amended to include the following words (underlined):

"Any change to this Contract is called a Variation. Except as set out in an Attachment, a Variation must be agreed..."

**Clauses 16.5 – 16.6** are deleted and replaced with the specific provisions relating to publication under each Attachment to Schedule 1

A new **Clause 16.11** is added as follows:

**Liability**

With respect to the liability of the parties:

a. Subject to clause 16.11c, neither party is liable to the other under or in connection with this Contract for any claim for indirect, consequential or incidental loss or damage.

b. Subject to clauses 16.11a and 16.11c, the maximum aggregate liability of either party under or in connection with this Contract whether arising in contract, tort (including, without limit, negligence) or otherwise shall not



exceed the amount of the Fees paid to the Supplier under this Contract in the applicable calendar year.

- c. Clauses 16.11a and 16.11b do not apply to limit either party's liability for:
- i. a breach of clause 13;
  - ii. either party's liability for an infringement of the other party's Intellectual Property Rights; or
  - iii. either party's liability for fraud or wilful breach (being an act or omission that the relevant party knows to be a breach of this Agreement but continues to conduct or permit).

**Clause 17** is amended as follows:

The following Definitions are deleted and replaced with the definitions below:

- **Confidential Information** is information that:
  - a. is by its nature confidential
  - b. is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
  - c. is provided by either Party or a third party 'in confidence'
  - d. either Party knows or ought to know is confidential, or
  - e. is of a sensitive nature or commercially sensitive to either Party;and includes, in the case of the Supplier, the Supplier's Intellectual Property Rights.
- **Pre-existing Intellectual Property Rights** Any:
  - a. Intellectual Property Rights of a party which:
    - i exist at the date of this Contract; or
    - ii are not developed under this Contract; and
  - b. modifications or enhancements to the items in paragraph a. of this definition that cannot be used independently of those items.

The following Definitions are deleted:

- **New Intellectual Property Rights**

The following Definitions are added as new Definitions to Clause 17:

- **Carbon Credit** means a tradeable unit representing the avoidance, reduction or removal of one tonne of carbon dioxide equivalent greenhouse gas emissions.
- **Certification** means the Supplier's certification of the Buyer under and in accordance with the carbonreduce and/or carbonzero Programme (or any level of Certification within the Programme if applicable).
- **Certification Period** means the period of time stated on the Certification for which the Certification is valid as long as the provisions set out in this Contract are met.
- **Fee Adjustment** has the meaning set out in Schedule 1 of this Contract.
- **Fee Adjustment Date** has the meaning set out in Schedule 1 of this Contract.
- **Initial Term** has the meaning set out in clause 1.2 of Schedule 2 (as amended by Schedule 1) and the word "Term" (where it appears in any Attachments to this Contract) shall have the same meaning.
- **Renewal Term** has the meaning set out in clause 1.3 of Schedule 2 (as amended by Schedule 1)
- **Offsetting and Offsetting Services** means the act of Cancelling carbon credits in order to balance or compensate for an equivalent volume of greenhouse gas emissions measured as carbon dioxide equivalents.

|  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>• <b>Offset Project</b> means a project validated by an approved authority as meeting the requirements of a designated standard and where the avoidance, reduction or removal of greenhouse gas emissions for the previous twelve months have been verified by a body accredited by the approved authority.</li><li>• <b>Programme Marks</b> means the word marks and logo marks licensed to the Buyer and used by the Buyer under the terms of Appendix 1 to Attachment 2 of Schedule 1 as evidence that the Buyer's organisation, product, service or event (as applicable) meets the Programme requirements as set out in the Technical Requirements, these additional terms and the Programme Mark Guide.</li><li>• <b>Territory</b> means New Zealand.</li></ul> |
|  |   |

|  |   |
|--|---|
| <p><b>Attachments</b><br/>Reference 'Contract documents' described at Page 1</p> | <p>The following Specific Terms form the Attachments to Schedule 1:</p> <ul style="list-style-type: none"><li>4.1 Attachment 1 to Schedule 1 – Environmental Certification Terms</li><li>4.2 Attachment 2 to Schedule 1 – Programme Marks Licence Terms</li><li>4.3 Attachment 3 to Schedule 1 – Emanage SaaS Licence Terms</li><li>4.4 Attachment 4 to Schedule 1 – Offsetting Service Terms</li></ul> |
|--|---|

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