

DEED OF GRANT OF FUNDS  
DOCCF4-XXX

THIS DEED made this                      day of                      201

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

AND

- XXX MĀORI INCORPORATION being an incorporation under section 247 Te Ture Whenua Maori Act 1993/Maori Land Act 1993 (called “the Grantee”)
- [insert name of INCORPORATED SOCIETY] being registered as an incorporated society under the Incorporated Societies Act 1908 (called “the Grantee”)
- XXX CHARITABLE TRUST being a charitable trust incorporated under the Charitable Trusts Act 1957 (called “the Grantee”)
- QUEEN ELIZABETH THE SECOND NATIONAL TRUST established under section 3 Queen Elizabeth the Second National Trust Act 1977 (called “the Grantee”)
- XXX COMPANY LIMITED, a duly incorporated company under the Companies Act 1993 (called “the Grantee”)
- (Individual) insert full, first name, second name and surname and town e.g. PAUL SAMUEL WINSTONE of Tikipunga, Whangarei (called “the Grantee”)
- (Individuals forming a group) insert name of chairman, insert name of group e.g. ADA BAGLEY Chairperson of TE ARO LANDCARE GROUP an unincorporated group of individuals listed in “Annex A” (called “the Grantee”)
- XXX AHU WHENUA TRUST being an Ahu Whenua Trust under section 215 of Te Ture Whenua Maori Act 1993/Maori Land Act 1993 (called “the Grantee”)
- XXX CHARITABLE ENTITY being a charitable entity under the Charities Act 2005 (called “the Grantee”)

Background

- A. 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.
- B. As part of DOC’s role, the Minister of Conservation has requested DOC to administer the DOC Community Fund (“DOCCF”).
- C. The purpose of this Fund is to enable community-led conservation projects to undertake conservation work on public and private land and waters
- D. The Director-General approves suitable Fund applications and the Minister of Conservation is advised of the allocations and makes the announcements.

- E. As a result of the allocation process the Grantee has been selected to be allocated money from the DOC Community Fund for the purpose of “DOCCF4-XXX/XXX XXX” (“the Project”), subject to the conditions in this Deed.

## 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.

“Public Conservation Land” or “PCL” means land that is administered or managed by the Department of Conservation.

## AGREEMENT

1. The Director-General and the Grantee AGREE as follows.

### Grant

2. The Director-General GRANTS to the Grantee the sum set out in Schedule 1 (plus GST, if applicable)<sup>1</sup> which has been approved for allocation from the DOC Community Fund (“the Grant”) for the Project Budget and Project Objectives specified in Schedule 1 and Schedule 2 respectively of this Deed (the Project”).
3. The Grantee must carry out the Project SUBJECT TO the conditions in this Deed and its Schedules.
4. All payments that make up the Grant are subject to the availability of, or reductions in, the DOC Community Fund.
5. If the Grantee is working on PCL, the Grant and release of any payments are conditional on the Grantee first submitting to the Department’s Funds Team, a completed Community Group Authorisation Form.

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<sup>1</sup> The term ‘plus GST, if applicable’ means in addition to the approved grant amount, GST is also payable if the grantee is GST registered and provides the Director-General with a ‘tax invoice’

## **Best endeavours**

6. 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**

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

## **Procurement**

8. When buying goods or services for the Project, the Grantee must use appropriate processes (including tenders where appropriate) so that the costs incurred are reasonable and transparent.

## **Work authorisation**

9. (1) If the Grantee is working on PCL, it must obtain written authorisation from the local District Office before it starts the Project. The Grantee must enter into a Community Agreement (DOC will supply template) with the Department's local District Office. The Department's Relationship Manager at place will facilitate this.  
  
(2) If the Grantee is working off-PCL, by signing this Deed, the Grantee confirms that it has the appropriate authority and permission from the respective landowner/s to conduct the Project on the landowner/s' land.

## **Health and Safety**

10. The Grantee must undertake the Project in a safe and reliable manner, and ensure, so far as is reasonably practicable, that the Grantee identifies, assesses and manages safety hazards and risks related to the Project.
11. The Grantee when carrying out the Project on PCL must:
  - a. ensure there is a Health and Safety Plan (DOC can provide template if required) in place (that has been reviewed and accepted by the local DOC district office) to address the management of risks associated with the Project, including appropriate controls to minimise any risk to members of the public or visitors to the Project site;
  - b. carry out the Project in accordance with its accepted Health and Safety Plan and undertake regular monitoring to ensure the Plan is complied with. The Grantee must have proof of this monitoring;
  - c. ensure that all employees, volunteers, personnel (including assignees and subcontractors) are appropriately trained and competent to undertake specific tasks;

- d. ensure that all 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.

## Insurance

12. The Department's General Liability insurance can be extended to cover the Grantee for third-party personal injury and property damage associated with the Grantee's Project conducted on PCL if:
  - a. The Grantee complies with the Department's Standard Operating Procedures and has a Safety Plan accepted by the Director-General; or
  - b. The Grantee follows its own operating procedures that have been accepted by the Department and has an agreed Safety Plan (see clause 11b).
13. The Grantee may apply to the Director-General to ascertain if the Grantee is covered by the Department's General Liability insurance (if agreed by the Department).
14. DOC can also cover community groups carrying out agreed work off PCL under its General Liability insurance if the Grantee can demonstrate that it is able to manage, so far as is reasonable, risks associated with the Project.
15. The Community Agreement must specify the insurance requirements.

## Keep the Department informed

16. The Grantee must keep the Director-General properly informed in writing (and in electronic form if requested) about:
  - a. 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 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;
  - b. 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 at Work Act 2015, or any other law, regulation, code, or standard in any capacity; and
  - c. material health and safety information in relation to the Project including, but not limited to:

- (i) details of any non-compliance or of any new hazards or significant amendments to the Grantee's safety management plan; and
- (ii) evidence, if requested, that regular health and safety meetings are held and that scheduled reviews have been completed. (The Grantee agrees that a representative of the Director-General may be present at such meetings or reviews or inspections from time to time).

### Priority

- 17. 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

- 18. 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

- 19. The accounting and reporting requirements and procedures that apply to the Grant made from the Fund are set out in Schedule 1.
- 20. The Director-General may suspend or cancel this Deed, and /or require the repayment of allocated funds, if:
  - a. the Grantee is in breach of, or has failed to properly or promptly perform, any of its obligations;
  - b. 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;
  - c. the Grantee is or becomes insolvent or bankrupt, or is in, or goes into, receivership or liquidation;
  - d. any direct or indirect change of ownership or control of the Grantee occurs; or
  - e. the Director-General reasonably considers that anything in relation to the Project:
    - i. may bring the Director-General or the Project into disrepute; or
    - ii. has become undesirable in light of the objectives of the Project or the Director-General.
- 21. The Grantee must keep proper accounts and records for auditing purposes as a random sample of projects may be audited periodically by the Director-General's

representatives (at the Director-General's expense) for both financial regularity and meeting of Project objectives.

22. 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.
23. The Grantee must provide the Director-General with financial records covering grant money from the DOCCF and evidence of expenditure (including invoices and receipts) 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. The Grantee must use the DOCCF financial reporting template available at [www.doc.govt.nz/get-involved/funding/doc-community-fund/resources-for-successful-projects/](http://www.doc.govt.nz/get-involved/funding/doc-community-fund/resources-for-successful-projects/).

### Access

24. 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.
25. 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.
26. The Director-General must consult with the Grantee in advance and comply with all reasonable requests of the Grantee.

### Reporting

27. The Grantee must provide the Director-General with a written report describing progress against the Project Objectives specified in **Schedule 2** before payments are made, at the end of the Project or at any other time as specified in **Schedule 1**.
28. The Grantee must complete its reports on the DOCCF progress report templates available at [www.doc.govt.nz/get-involved/funding/doc-community-fund/resources-for-successful-projects/](http://www.doc.govt.nz/get-involved/funding/doc-community-fund/resources-for-successful-projects/). These templates are:
  - a. DOCCF progress report claim form;
  - b. DOCCF financial expenditure spreadsheet;
  - c. DOCCF final report and claim form (to be submitted following completion of the Project).

## Use of information

29. The Grantee must:

- a. make information about the Project (particularly outcomes) available without cost for use by the Director-General in whatever way the Director-General chooses; and
  - b. appropriately acknowledge the assistance of the Fund in all publications and publicity arising out of the Project by making specific reference to it.
30. The Grantee irrevocably authorises the Director-General to disclose information in relation to the Project (including on the Department's website).
31. 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.
32. 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.
33. The Director-General may specify the form and content of that acknowledgement.

## Intellectual Property

34. The rights to ownership of any Intellectual Property, if any, produced as a result of carrying out the Project, are, 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

35. 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.
36. 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.
37. The Grantee does not have the Director-General's authority to say or to do anything for the Director-General.

## Relationship

38. 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

39. The Grantee must not assign, sublet or transfer any right or obligation under this Deed without the written consent of the Director-General.

40. 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.
41. 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

42. The Grantee must ensure that it makes no public statement about the commencement of this Deed, the Grant or the Project before such a statement is made by the Department or Minister, unless otherwise advised in writing.
43. 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.
44. 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.
45. 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.
46. 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.
47. A notice given in accordance with the preceding clause will be deemed to have been received:
  - a. in the case of personal delivery, on the date of delivery;
  - b. in the case of a letter, on the third working day after posting;
  - c. in the case of email, on the date of despatch.
48. 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.
49. Suspension or termination of the Deed is not to prejudice or affect the accrued rights or claims and liabilities of the Parties.
50. 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 XXXX XXXXX.

Funds Manager

pursuant to an Instrument of Delegation dated

19 March 2016 from the Director-General of

Conservation in the presence of:

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)

Witness (Signed) .....

Name (Print) .....

Occupation .....

Address .....

.....

.....

THE COMMON SEAL of the

XXXXXX TRUST

was hereunto affixed in the

presence of:

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)

\_\_\_\_\_  
Trustee's Name

\_\_\_\_\_  
Trustee's Signature

\_\_\_\_\_  
Trustee's Name

\_\_\_\_\_  
Trustee's Signature

**SCHEDULE 1**  
**The Grant, conditions and reporting requirements**

The Director-General and the Grantee agree that the Director-General GRANTS to the Grantee the sum of XXXXXXXXXXXXXXXXXX (plus GST, if applicable).

<b>Example</b>			
<b>Project budget</b>		<b>Total cost</b>	<b>DOCCF funding</b>
1	Contractor – Wages 2 pax 80 hours @ 30/hr	\$ 4800	\$ 4000
2	Purchase toxin	\$ 5115	\$ 4800
3	Onsite snacks for volunteers	\$ 2500	\$ 2000
4	Travel costs to site @ \$0.74/km	\$ 500	\$ 500
<b>Total Year 1 (excluding GST)</b>		<b>\$ 12915</b>	<b>\$ 12100</b>

1. The Director-General will make the Grant payments as follows:
  - a. the first, of \$(50% of year one amount) (plus GST, if applicable) on the signing of the Deed;
  - b. the second payment of \$(50% of year one amount, if applicable) (plus GST, if applicable) 6 months after the signing of the Deed, and/or subject to providing the Director-General with a progress report that is satisfactory to the Director General which confirms the full and appropriate expenditure of payment one;
  - c. the third payment of \$(50% of year two amount, if applicable) (plus GST, if applicable) 12 months after the signing of the Deed, and/or subject to providing the Director-General with a progress report that is satisfactory to the Director General which confirms the full and appropriate expenditure of payment two;
  - d. the fourth payment of \$(50% of year two amount, if applicable) (plus GST, if applicable) 18 months after the signing of the Deed, and/or subject to providing the Director-General with a progress report that is satisfactory to the Director General which confirms the full and appropriate expenditure of payment three;
  - e. the fifth payment of \$(50% of year three amount, if applicable) (plus GST, if applicable) 24 months after the signing of the Deed, and/or subject to providing the Director-General with a progress report that is satisfactory to the Director General which confirms the full and appropriate expenditure of payment four;
  - f. the sixth payment of \$(40% of year three amount, if applicable) (plus GST, if applicable) 30 months after the signing of the Deed, and/or subject to providing the Director-General with a progress report that is satisfactory

to the Director General which confirms the full and appropriate expenditure of payment five;

- g. the seventh payment of \$(10% of year three amount, if applicable) (plus GST, if applicable) 36 months after the signing of the Deed, and/or subject to providing the Director-General with a **final** project report that is satisfactory to the Director General which confirms the full and appropriate expenditure for the entire project.

**Project duration:** maximum 12 months / 24 months / 36 months from signing of the Deed of Grant of Funds

## 2. Contact Details

Joe Bloggs  
Friends of Joe Incorporated  
100 Bloggs Road  
Joetown [include post code]

[NAME]  
Department of Conservation  
PO Box 10-420  
Wellington 6143

Phone: (03) 123 4567  
Email: joe@bloggs.co.nz

Phone:  
Email:

SCHEDULE 2  
Project Objectives

1. Project objectives
Eradication of gorse from the project site by December 2018
Preparation of project site area for planting Spinifex and Pingao by May 2019
Propagate and plant 1000 Spinifex and 500 Pingao by June 2019
Purchase equipment for volunteers to remove wilding pines and woody weeds in the Back Dunes and Dune Swale of Whangamata main beach over an area of 2.55 ha by end of the project Funded period.