



FUNDING AGREEMENT

Pūhoro Charitable Trust Board STEMM Partnership Funding

The Ministry of Education

&

Pūhoro Charitable Trust Board

FUNDING AGREEMENT

AGREEMENT dated 28 June 2021

Parties

The **SOVEREIGN IN RIGHT OF NEW ZEALAND** acting by and through the Secretary for Education (the *Ministry*)

PŪHORO CHARITABLE TRUST BOARD at 1108 Fenton Street, Rotorua registration number CC59703 (the *Recipient or Pūhoro Charitable Trust Board*)

Overview

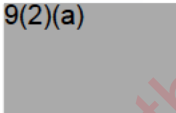
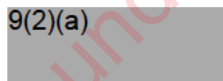
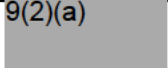
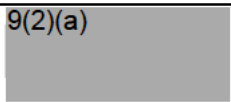
The Ministry is providing funding for the Project to the Recipient on the terms and conditions set in this Agreement.

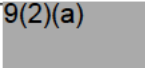
Agreement

The Ministry will pay the Funding to the Recipient, and the Recipient accepts the Funding, on the terms and conditions set out in Schedule 1 (Agreement Details) and Schedule 2 (Terms and Conditions).

SIGNATURES

The parties have read, understood, and agreed to every clause of this Agreement. By signing this Agreement each signatory confirms that they are duly authorised to sign and accept this Agreement on behalf of their party.

SIGNED by the SOVEREIGN IN RIGHT OF NEW ZEALAND acting by and through the Secretary for Education or their authorised delegate: Signature: 9(2)(a) 	The Common Seal of PŪHORO CHARITABLE TRUST BOARD was affixed hereto in the presence of:  Common Seal of PŪHORO CHARITABLE TRUST BOARD
Name: 9(2)(a) 	Signature: 9(2)(a)  Name: Robin Hapi Position: Trustee
Position: Tumu Te Mātauranga Māori – Deputy Secretary Māori Education	Signature: 9(2)(a)  Name: Meika Foster Position: Trustee
Date: 29/06/2021	Date: 29 June 2021

Witnessed by: 9(2)(a) 
Name: Renee Davis
Date: 29 June 2021

SCHEDULE 1 – AGREEMENT DETAILS

1. BACKGROUND

Careers NZ estimates that by 2030 approximately 30% of students and therefore future workforce will be Māori. The need to progress these outcomes has occurred due to the limited options Māori students have to assist them to progress through to achieving and sustaining high value careers in STEM related industries.

This Partnership and funding will positively contribute to rangatahi becoming self-determined empowered leaders bridging Te Ao Māori and innovation into the STEM economy.

This funding is essential to aide Pūhoro Charitable Trust Board to its full establishment as part of an independent by Māori for Māori organisation with the capacity and capability to deliver a Science Technology Engineering Mathematics and Mātauranga (STEMM) programme for rangatahi.

2. PURPOSE

2.1 The purpose of the Funding is to:

- (a) Organisational Baseline
This aspect enables organisational central operations to be expanded through contributing to costs not associated to direct delivery in schools. It also aides in furthering existing iwi relationships in all delivery regions.
- (b) Regional Delivery
This aspect enables delivery across the 7 regions of South Auckland, Waikato/Tainui, Ruapehu, Whanganui, Hawkes Bay, Manawatū and Christchurch with proposed growth to two new regions per year totalling 11 regions at the end of 2023. Each region will have a tripartite agreement with the Ministry a partner in all regions.

3. CONDITIONS

3.1 The Recipient must:

- (a) Meet all achievements and reporting as jointly determined in section 4;
- (b) Attend all meetings as specified in section 4;
- (c) Ensure that it uses this funding for the purposes set out in this Agreement.

4. REPORTS

The Recipient will provide to the Ministry the following reports at the following times:

No.	Report	Description	Date
1	Mid-Year activity verbal report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges and case studies	6 July 2021
2	Annual written report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges and case studies - Income and expenditure report	20 January 2022
3	Mid-Year activity verbal report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges and case studies	10 July 2022
5	Annual written report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges and case studies - Income and expenditure report	20 January 2023

5. PAYMENTS

5.1 The Ministry will pay the Funding in instalments on the dates set out below:

No.	Description	Date	Payment Amount
1	Establishment Payment released upon counter signed agreement	28 June 2021	9(2)(b)(ii)
2	Mid-Year activity verbal report	20 July 2021	
3	Annual written report	30 January 2022	
4	Mid-Year activity verbal report	20 July 2022	
5	Annual written report	30 January 2023	

6. MEETING REQUIREMENTS

The parties' representatives will attend the following meetings at the following times:

Meeting	Purpose	Representative	Frequency/Date
Face to Face	Basis is taken from Verbal and written reports	Renee Davis (MOE) and 9(2)(a) (Pūhoro)	Once per Term for duration of contract

7. PARTICULARS OF AGREEMENT

Funding	The total amount of Funding is 9(2)(b)(ii) including GST (if any).
Commencement Date	The latest of the following to occur: (a) The date this Agreement has been executed by both parties; or (b) If any Conditions Precedent are specified in the Particulars of Agreement, the date on which the Ministry has provided written notice to the Recipient that those Conditions Precedent have either been satisfied (in the opinion of the Ministry) or are waived by the Ministry.
End Date	30 June 2023
Conditions Precedent	This Agreement will not commence until the Ministry has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence: The Recipient confirming its ownership or providing evidence of its right to use, copy, modify and deliver the Pūhoro Charitable Trust Board STEMM programme and resources, including confirmation there are no copyright issues with the programme and/or its associated resources
Recipient's Public Liability	\$1,000,000
Recipient's Professional indemnity	\$1,000,000
Details for notices to Recipient	To the Recipient: Pūhoro Charitable Trust Address: 1108 Fenton St, Rotorua Email: info@puhoro.org.nz Contact: 9(2)(a)

Details for notices to the Ministry	To the Ministry: Renee Davis Address: PO Box 1666, 33 Bowen Street Wellington 6011 Email: Renee.Davis@education.govt.nz CC: Contact: 09 632 9526
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SCHEDULE 2 – TERMS AND CONDITIONS



Te Tāhuhu o
te Mātauranga
Ministry of Education

Outcome Agreement for Pūhoro Charitable Trust Board (Variation 1)

Between

Pūhoro Charitable Trust Board

And

Ministry of Education

MOE11407 (Variation 1)

Date:

8 June 2023

PARTIES

The Sovereign in Right of New Zealand acting by and through the Ministry of Education (**Purchasing Agency**)

And

Pūhoro Charitable Trust Board NZBN 9429049230475, located at Pūhoro Head Office 318 Broadway Ave, Palmerston North, Manawatū 4414 (**Provider**)

BACKGROUND

- A The Ministry (Purchasing Agency) and Provider are parties to an agreement for Pūhoro Charitable Trust dated 29 June 2021 (the *Agreement*). This partnership aims to provide better educational opportunities for ākonga, together, they will develop programs and initiatives that aim to increase engagement, develop ākonga abilities, and provide them with the skills they need to succeed.
- B The Agreement seeks to work in collaboration to achieve jointly agreed high priority outcomes. This collaboration represents a significant step forward in improving education in Aotearoa and it is expected to result in better outcomes for Ākonga Māori across the country.
- C The parties wish to vary the Agreement upon the terms and conditions as detailed in this variation below.

THE PARTIES AGREE as follows:

1 INTERPRETATION

1.1 Defined terms

In this variation, unless the context requires otherwise, words and expressions defined, and references construed, in the Agreement and not otherwise defined or construed in this variation will, where used in this variation, have the same meanings and constructions as those given to them in the Agreement.

1.2 Construction

Clauses: a reference to a clause is to a clause of this variation;

Documents: a reference to any document, including this variation, includes a reference to that document as amended or replaced from time to time;

Headings: headings appear as a matter of convenience and do not affect the construction of this variation.

Parties: a reference to a party to this variation or any other document includes that party's personal representatives/successors and permitted assigns.

Singular, Plural and Gender: the singular includes the plural and vice versa, and words importing one gender *include* the other genders.

2 **CONFIRMATION**

Except as expressly varied by this variation, all terms of the Agreement continue in full force and effect and are acknowledged and confirmed by each of the parties.

3 **VARIATION**

With effect from **upon signing**, the Agreement is varied as follows:

- 3.1 Increasing agreement amount from 9(2)(b)(ii) (current) to 9(2)(b)(ii) (total whole life of contract) – an additional Note, figures are exclusive of GST.
- 3.2 Extending term of agreement from 1 July 2023 to 31 January 2027 – an additional three years, seven months. Current expiry, 30 June 2023.
- 3.3 **REPORTS**
- 3.4 **By the deletion of clause Appendix 4 – Reports** and its replacement as follows:

No	Report	Description	Due Date
1	Mid-Year activity verbal report	A report detailing but not limited to: • Rangatahi engagement • Rangatahi achievement • Programme delivery activities • Regional growth • Trends, challenges, and case studies	20 July 2023
2	Annual written report	A report detailing but not limited to: • Rangatahi engagement • Rangatahi achievement • Programme delivery activities • Regional growth • Trends, challenges, and case studies	20 January 2024

		Income and expenditure report	
3	Mid-Year activity verbal report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges, and case studies	20 July 2024
4	Annual written report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges, and case studies - Income and expenditure report	20 January 2025
5	Mid-Year activity verbal report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges, and case studies	20 July 2025
6	Annual written report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges, and case studies - Income and expenditure report	20 January 2026
7	Mid-Year activity verbal report	A report detailing but not limited to: - Rangatahi engagement - Rangatahi achievement - Programme delivery activities - Regional growth - Trends, challenges, and case studies	20 July 2026

8	Annual <i>written</i> <i>report</i>	A report detailing but not limited to: • Rangatahi engagement • Rangatahi achievement • Programme delivery activities • Regional growth • Trends, challenges, and case studies • Income and expenditure report	20 January 2027
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Released under the Official Information Act 1982

3.5 By the deletion of clause **Appendix 5 – Payment for Services** and its replacement as follows:

3.6 PAYMENT SCHEDULE

The Ministry will pay the Provider in accordance with the payments and payment dates.

Note that table displays historical (PAID) and upcoming payments under first variation.

Description		Payment item	Payment date	Total payment amount
Completed payments				
1	Establishment Payment released upon counter signed agreement	Pre-conditions met	28 June 2021	9(2)(b)(ii)
2	Payment for Services already provided under this Agreement	Pre-conditions met	20 July 2021	
3	Payment for Services already provider under this Agreement	Pre-conditions met	30 January 2022	
4	Payment for Services already provided under this Agreement	Pre-conditions met	20 July 2022	
5	Payment for Services already provided under this Agreement	Pre-conditions met	30 January 2023	
Variation 1 takes effect				
6	Upon Signing	Operational Payment released upon counter signed agreement and Mid-Year verbal reporting	20 July 2023	9(2)(b)(ii)
7	Payment for Services already provided under this Agreement	Upon receipt of an appropriate invoice and satisfactory Annual written report	20 January 2024	

8	Payment for Services already provided under this Agreement	Upon receipt of an appropriate Invoice and satisfactory Mid-Year verbal report	20 July 2024	9(2)(b)(ii)
9	Payment for Services already provided under this Agreement	Upon receipt of an appropriate Invoice and satisfactory Annual written report	20 January 2025	
10	Payment for Services already provided under this Agreement	Upon receipt of an appropriate Invoice and satisfactory Mid-Year verbal report	20 July 2025	
11	Payment for Services already provided under this Agreement	Upon receipt of an appropriate Invoice and satisfactory Annual written report	20 January 2026	
12	Payment for Services already provided under this Agreement	Upon receipt of an appropriate Invoice and satisfactory Mid-Year verbal report	20 July 2026	
13	Payment for Services already provided under this Agreement	Upon receipt of an appropriate Invoice and satisfactory Annual written report	20 January 2027	
Total Amount (Whole Life of Contract)				(excluding GST)

4 GENERAL

4.1 Counterparts

This variation may be signed in two or more counterparts all of which, when taken together, will constitute one and the same instrument. A party to this variation may enter it by executing any such counterpart.

4.2 Further assurance

Each party will do all things and execute all documents reasonably necessary to give effect to the terms of this variation.

EXECUTED AS A VARIATION

Signed for and on behalf of
Ministry of Education by:



Signature



Name



Date

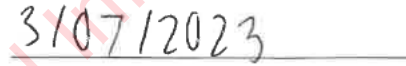
Signed for and on behalf of
Pūhoro Charitable Trust Board by:

9(2)(a)

Signature



Name



Date