



Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

Te Puni Kōkiri
Te Puni Kōkiri House
143 Lambton Quay
Wellington
PO Box 2943
Wellington 6140

Telephone: 0800 875 663
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25 March 2025

Ref: MD/HO.34594.52826

Kemp Reweti
Manahautū Chief Executive
Pūhoro Charitable Trust
GHA Centre Level 1
1108 Fenton Street
Rotorua 3010

Tēnā koe Kemp

MĀORI DEVELOPMENT FUND INVESTMENT AGREEMENT FOR PŪHORO CHARITABLE TRUST – (PŪHORO STEMM ACADEMY)

1. This Agreement between **Pūhoro Charitable Trust – (Pūhoro STEMM Academy)** (“you”) and Te Puni Kōkiri will commence once both Parties have signed and dated this Agreement and end on 19/12/2025.

Please read the Agreement. You can confirm your acceptance of the agreement by either:

- a) Printing the document, signing page 2 and initialing each page. You should scan or take a photo of the signed document and email it back to me.
 - b) Adding your electronic signature and initials to each page of this PDF, and returning it to me.
2. During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of amount Four Hundred Thousand Dollars (\$400,000.00) exclusive of GST (“the Investment”).
 3. The Investment will be used to deliver the Work Programme, detailed in Schedule A of this Agreement, to achieve the outcomes of the Māori Development Fund, detailed in Schedule B of this Agreement.
 4. The Investment will be payable on receipt of reports that demonstrate you have delivered the Work Programme to the satisfaction of Te Puni Kōkiri, and the provision of valid taxable supply information also detailed in Schedule A.
 5. The Te Puni Kōkiri Relationship Contact for this Agreement is Holly Parekowhai. You will deal directly with the Te Puni Kōkiri Relationship Contact on all matters relating to this Agreement.
 6. You will notify Te Puni Kōkiri of your Primary Contact and their contact details for this Agreement upon execution of this Agreement if they differ to who is at the top of this Agreement.
 7. You are required to comply with the requirements of the Terms and Conditions, and Schedules A and B of this Agreement.

8. Te Puni Kōkiri will deliver any notices to you at your offices at the address or email shown above. You must deliver all notices to Te Puni Kōkiri at the address or email shown above.
9. In addition to the above, all the Terms and Conditions attached form part of this Agreement, and you agree to be bound by them.
10. Under Clause 7.5 of the Terms and Conditions, Te Puni Kōkiri may use and share information about your business and the Work Programme contained or provided in reports, the Activities, or an evaluation conducted under Clause 4 to:
 - a. publish case studies about the outcomes of this investment and the Work Programme for your business; and
 - b. consolidate investment information with other Te Puni Kōkiri investment information to analyse outcomes for businesses who receive investment from Te Puni Kōkiri.

Please confirm your acceptance of this Agreement with the authorised person (or authorised persons) of your organisation signing and dating the acceptance below and return a signed and dated Agreement to Te Puni Kōkiri. **All signatures must be witnessed, and the bottom of each page (including the Terms and Conditions) must be initialled.**

Ngā mihi

s9(2)(a)

Andrew Nicholls
Investment Manager

I confirm that I am authorised to sign and accept this Agreement on behalf of **Pūhoro Charitable Trust – (Pūhoro STEMM Academy)**.

Kemp Reweti _____

NAME of authorised signatory

s9(2)(a)

Signature

Date 28 / 03 /2025

Witness Signature: **s9(2)(a)**

Witness Name: Locwood Ruwhiu

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– **s9(2)(a)**

NAME of authorised signatory

Signature

Date / /

Witness Signature:

Witness Name:

K.R

Occupation: Pou Ākonga
Town of Residence: Auckland

Occupation:
Town of Residence:

TERMS AND CONDITIONS

1. Obligations

Both Parties' obligations

- 1.1 You and Te Puni Kōkiri will work together during the term of this Agreement and, in particular, agree to the following engagement principles:
- a. act honestly and in good faith with each other;
 - b. communicate with each other regularly, openly and on time;
 - c. work with each other collaboratively and constructively;
 - d. recognise each other's responsibilities; and
 - e. encourage quality and innovation to achieve positive outcomes.

Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- a. make decisions and give approvals reasonably required by you to enable delivery of the Work Programme. All decisions and approvals must be given within reasonable timeframes; and
 - b. pay you the Investment as long as you have delivered the Work Programme to the satisfaction of Te Puni Kōkiri and invoiced Te Puni Kōkiri in accordance with this Agreement.
 - c. give reasonable notice for any audit or evaluation processes arising in relation to the work programme and management of funding for that programme.

Your obligations

- 1.3 You will complete the Work Programme and provide the Activities:
- a. on time;
 - b. with due care and skill;
 - c. in accordance with good practice guidelines and relevant professional standards and codes; and
 - d. to the satisfaction of Te Puni Kōkiri.
- 1.4 You will notify Te Puni Kōkiri of any changes to your legal entity status, governance, management, and any other changes that will have a material effect on this Agreement.
- 1.5 You will use the Investment only for the Work Programme and Activities. In particular, you will not use the investment for the purchase of alcohol or any other costs that may bring Te Puni Kōkiri into disrepute.
- 1.6 For the avoidance of doubt, you will not use the Investment as cash co-funding required by any other Crown agency or Crown entity as part of their funding agreement with you.
- 1.7 You will not assign this Agreement or engage anyone to undertake all or part of the Work Programme without prior written approval of Te Puni Kōkiri.
- 1.8 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.

- 1.9 You guarantee that you will comply with all the legal and legislative obligations you may have.
- 1.10 Providers of children's services must have or adopt, as soon as practicable, a child protection policy that accords with the requirements of section 19 of the Children's Act 2014. If your policy falls due for review (three-year intervals from its first adoption) you must undertake the review. You must also carry out safety checks as required by section 3 of the Children's Act 2014.
- 1.11 You will:
- a. consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri, to ensure that Te Puni Kōkiri and you will each comply with the respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement;
 - b. perform your obligations under the Agreement in compliance with the Health and Safety at Work Act;
 - c. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act, to Te Puni Kōkiri to the extent that it relates to, or affects, the Agreement.
- 1.12 It is your responsibility to ensure that the risks of undertaking the Work Programme are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.13 You will indemnify Te Puni Kōkiri for any legal proceedings, expenses or claims which may be brought against Te Puni Kōkiri by a third party because of your negligence, or your breach of this Agreement.
- 1.14 You will not knowingly be party to any arrangement that results in Te Puni Kōkiri or the Crown effectively having to pay more than once for the same Work Programme, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.15 You, and your organisation's representatives, will comply with the Standards of Integrity and Conduct issued by the Public Services Commission (see www.publicservice.govt.nz) in all your dealings with Te Puni Kōkiri and other third parties or individuals likely to have a relationship with Te Puni Kōkiri. Te Puni Kōkiri may consider any failure to comply with this provision to be sufficient grounds for immediate termination under clause 11.3 (c) of this Agreement.
- 1.16 You will co-operate fully and assist Te Puni Kōkiri in any requests for access to your records, premises, your staff or other personnel you have used to undertake the Work Programme, including enabling observation of Work Programme delivery and you will facilitate and allow interview and follow-up of persons involved in the Work Programme if requested, and you must make yourself available to meet with Te Puni Kōkiri by phone or in person, within a reasonable time of a request to do so.

2. Reports

- 2.1 You will provide all reports to Te Puni Kōkiri in accordance with a report template that will be provided by Te Puni Kōkiri after signing of this agreement. Any data provided with or linked to that template will be accessible by Te Puni Kōkiri.
- 2.2 The reports you provide to Te Puni Kōkiri shall, in all cases, be timely, accurate, consistent and a complete representation of the facts.

- 2.3 You will keep true and proper financial accounts, and keep a record of all documents and information relating to the Work Programme, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance.
- 2.4 You will make your records available to Te Puni Kōkiri during the term of the Agreement and for seven years after the End Date (unless already provided to Te Puni Kōkiri earlier).
- 2.5 Te Puni Kōkiri may request information about the reports (including the failure to provide a report) or additional information from you in relation to this Agreement, and such a request will be provided in writing detailing the reasons for the request.

3. Payments

- 3.1 You must provide invoices for all Investment at the times specified in Schedule A. Te Puni Kōkiri has no obligation to pay without an invoice. If you are registered for GST, you must provide valid taxable supply information that must:
- a. clearly show all GST;
 - b. be in New Zealand currency;
 - c. be clearly marked 'invoice';
 - d. contain your name, address and GST number;
 - e. identify Te Puni Kōkiri and be marked for the attention of the Te Puni Kōkiri Relationship Contact;
 - f. state the date the invoice was issued;
 - g. name this Agreement and the relevant Deliverable;
 - h. contain the Agreement's reference number; and
 - i. state the Investment due.
- 3.2 If you fail to meet your obligations set out in this Agreement, Te Puni Kōkiri may choose not to pay the next payment due to you until you fulfil the required obligations. Te Puni Kōkiri will give you reasonable notice of its intention to not make such payments and will discuss with you the issues relating to your non-compliance.
- 3.3 You will pay Te Puni Kōkiri back any Investment paid to you (plus any interest accrued on these Investments), upon notice from Te Puni Kōkiri, if:
- a. you are overpaid;
 - b. you fail to perform any of the obligations you have already been funded for; or
 - c. you do not spend any payments or contingency payments made to you.
- 3.4 Te Puni Kōkiri will have sole discretion to assess the value of any overpayment or underperformed obligations.

4. Evaluation

- 4.1 You agree to participate, if requested in any evaluation that improves understanding of the effectiveness of the Work Programme. Te Puni Kōkiri will plan the evaluation of the Work Programme in consultation with you. The evaluation will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. The consultation with you will at a minimum involve:
- a. deciding evaluation questions and data collection processes;
 - b. the type of analysis applied to the data; and

- c. how the reporting on the results of the analysis will be done.

5. Audit

- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit conducted by Te Puni Kōkiri.

6. Conflicts of Interest

- 6.1 For the purposes of this agreement a conflict of interest may arise if you or the persons engaged on the Work Programme have personal or business interests or obligations that do or could conflict or be perceived to conflict with your obligations under this Agreement. Conflicts of interest could call into question independence, objectivity or impartiality and can be:
 - a. actual: where the conflict currently exists;
 - b. potential: where the conflict is about to happen or could happen; or
 - c. perceived: where other people may reasonably think that a person is compromised.
- 6.2 You confirm that you have declared, discussed and documented in writing any conflicts of interest and how they will be managed, to the satisfaction of Te Puni Kōkiri and that you do not have any conflicts of interest which will or may affect you undertaking the Work Programme.
- 6.3 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.
- 6.4 You will notify Te Puni Kōkiri immediately if you become aware of anything that might give rise to an actual, perceived or potential conflict of interest between your obligations to Te Puni Kōkiri and any other interests or responsibilities you may have. If this does occur, the Parties must discuss, agree and record in writing how any conflict of interest is to be managed.

7. Release of Information

- 7.1 Unless legally required to do so, or with the written consent of Te Puni Kōkiri, you will not:
 - a. release any information about Te Puni Kōkiri which you have obtained while undertaking this Agreement; or
 - b. release the Schedules, reporting templates and reports provided under this Agreement to any third party.
- 7.2 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri immediately.
- 7.3 You must co-operate with Te Puni Kōkiri to provide information immediately if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.
- 7.4 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including the Agreement price and actual payments made, if requested:
 - a. under the Official Information Act 1982;
 - b. through a Parliamentary Question;
 - c. from a Select Committee; or

- d. from any other source where Te Puni Kōkiri is under a legal obligation to respond.
- 7.5 You recognise that from time to time Te Puni Kōkiri may release the following information relating to this Investment Agreement without seeking additional permission:
- a. Your name;
 - b. the Reference Number of the Investment Agreement;
 - c. the title of the Project;
 - d. the public statement set out in the Investment Agreement;
 - e. the investment fund from which the Investment Agreement is funded;
 - f. the relevant sector;
 - g. the total amount of Investment paid to you in the current financial year and previous years;
 - h. the total amount of Investment payable to you over the duration of each Work Programme Agreement;
 - i. the year Investment was approved in respect of the Investment Agreement; and
 - j. the period of time for which Investment will be provided for the Investment Agreement.
- 7.6 Te Puni Kōkiri may use and share information about your organisation and the Work Programme contained or provided in reports, the Activities or an evaluation conducted under Clause 4 to:
- a. publish case studies about the outcomes of this investment and the public statement for your organisation; and
 - b. consolidate investment information with other Te Puni Kōkiri investment information to analyse outcomes for organisations who receive investment from Te Puni Kōkiri.
- 7.7 Subject to clause 8.3(b), Te Puni Kōkiri will not collect personal information under this clause.
- 7.8 You will provide additional reports or information reasonably required by Te Puni Kōkiri.

8. Public Statements

- 8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Work Programme without first obtaining the approval of Te Puni Kōkiri. If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Work Programme and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases relating to the Work Programme.
- 8.2 Te Puni Kōkiri retains the right to use this Agreement for promotional purposes including the right to make any public announcements in relation to the Investment, Work Programme and Activity and this Agreement.
- 8.3 Te Puni Kōkiri may wish to obtain its own images or seek to use your images of the Work Programme for promotional purposes or case studies under Clause 7.6(a). Te Puni Kōkiri will seek:

- a. your approval before obtaining and using your images; and
 - b. consent from individuals before obtaining and using images of identifiable individuals.
- 8.4 Where you provide a case study in your report, you authorise the use of this for promotional purposes. and will declare that you have obtained the consent from individuals before using images of identifiable individuals in reports to Te Puni Kōkiri.
- 8.5 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Work Programme, this Agreement or each other.

9. Intellectual Property Rights

- 9.1 You and Te Puni Kōkiri retain ownership of all intellectual property rights respectively owned before the commencement of this Agreement. Signing this Agreement does not give either Party any rights to use any intellectual property rights of the other Party unless specifically agreed.
- 9.2 All new intellectual property rights created by you while undertaking the Work Programme will be owned by you.
- 9.3 You and Te Puni Kōkiri may agree that any new intellectual property will be owned by Te Puni Kōkiri (jointly with you), in which case the specified new intellectual property will be owned as recorded in writing between the Parties.
- 9.4 Any agreement to jointly own any new intellectual property must, where applicable, recognise the rights of Māori as kaitiaki and therefore outline appropriate access, correction, storage, accuracy, retention, limits of use, and disclosure.
- 9.5 You guarantee that you will not breach or infringe anyone else's copyright, moral rights and intellectual property rights in fulfilling your obligations under this Agreement.

10. Breaches, Remedy Plans and Disputes

Breach and Remedy Plan

- 10.1 If Te Puni Kōkiri considers you are in breach of this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:
- a. you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation; or
 - b. Te Puni Kōkiri requires you to enter into a Remedy Plan, which is to be put in place within 14 days from receipt of the notice.
- 10.2 For the purposes of this clause, "Remedy Plan" means a written plan entered into by Te Puni Kōkiri and you to address any breach of this Agreement. Such Remedy Plan will identify:
- a. the breach;
 - b. how and why the breach arose; and
 - c. what action you must take to address or resolve the breach to the satisfaction of Te Puni Kōkiri, and a timetable for such action to be completed.
- 10.3 If Te Puni Kōkiri requires you to enter into a Remedy Plan (as per clause 10.2):
- a. you will perform the tasks specified under the Remedy Plan within 14 working days, or as agreed by Te Puni Kōkiri;
 - b. Te Puni Kōkiri will not be able to exercise its right to end this Agreement while the breach is subject to the Remedy Plan; and

- c. any breach of the Remedy Plan will give Te Puni Kōkiri the right to end this Agreement in accordance with this clause without having to enter a new Remedy Plan.
- 10.4 If you fail to remedy a situation that Te Puni Kōkiri has notified you of under this clause, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri will be entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.
- 10.5 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement including arising from a Notice provided under clause 10.1. The following process will apply to dispute or difference:
- a. a Party must notify the other if it considers a matter is in dispute;
 - b. the Primary Contact and Te Puni Kōkiri Relationship Contact will attempt to resolve the dispute through direct negotiation;
 - c. if the Primary Contact and Te Puni Kōkiri Relationship Contact have not resolved the dispute within 10 working days of notification, they will refer it to the Parties' senior managers for resolution; and
 - d. if the senior managers have not resolved the dispute within 10 working days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.6 If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair for the time being of the Resolution Institute;
 - b. on the terms of the Resolution Institute's standard Mediation Agreement (NZ version); and
 - c. at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair for the time being of the Resolution Institute.
- 10.7 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.
- 10.8 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

Obligations during a dispute

- 10.9 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.
- 10.10 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause, unless court action is necessary to preserve a Party's rights.

11. Ending this Agreement

- 11.1 This Agreement ends on the End Date unless ended earlier.
- 11.2 This Agreement may be ended at any time by mutual agreement.
- 11.3 Te Puni Kōkiri has the right to end this Agreement without notice and without compensation where you, your staff or other personnel you have used to undertake the Work Programme:
 - a. become bankrupt or insolvent;
 - b. are convicted of any offence involving dishonesty or any criminal offence;
 - c. fail to remedy any breach of this agreement notified under clause 10.1; or
 - d. do anything that may bring Te Puni Kōkiri into disrepute.

Effect of ending the Agreement

- 11.4 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Investment that you have received for the Work Programme, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Work Programme.
- 11.5 Te Puni Kōkiri may end or vary this Agreement where there is a change of government policy that limits the availability of this investment for the remaining term of this Agreement. If this situation does arise, Te Puni Kōkiri will give you as much notice of the proposed change as soon as possible, to the extent that Te Puni Kōkiri is able to do so.
- 11.6 The end of this Agreement does not affect those rights of each Party which:
 - a. accrued prior to the end of the Agreement, or
 - b. relate to any breach or failure to perform an obligation under this Agreement that arose prior to the end of the Agreement.
- 11.7 The clauses that by their nature should remain in force at the end of this Agreement do so, including clauses 1 (Obligations), 4 (Evaluation), 5 (Audit), 7 (Release of Information), 8 (Public Statements), 9 (Intellectual Property Rights), 10 (Breaches, Remedy Plans and Disputes), 11 (Ending this Agreement), and 15 (Miscellaneous).

12. Extraordinary Events

- 12.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an Extraordinary Event.
- 12.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
 - a. the nature of the circumstances giving rise to the Extraordinary Event;
 - b. the extent of that Party's inability to perform under this Agreement;
 - c. the likely duration of that non-performance; and
 - d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Work Programme.
- 12.3 If a Party is unable to perform any obligations under this Agreement for 20 working days or more due to an Extraordinary Event, the other Party may end this Agreement immediately by giving Notice.

- 12.4 For the purposes of this Agreement, Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples of Extraordinary Events include:
- a. lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
 - b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
 - c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
 - d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

13. Key Contacts

- 13.1 The persons named as the Primary Contact and Te Puni Kōkiri Relationship Contact are responsible for managing the Agreement, including:
- a. managing the relationship between the Parties;
 - b. overseeing the effective implementation of this Agreement;
 - c. acting as a first point of contact for any issues that arise; and
 - d. being the person on whom formal notices are served.
- 13.2 If a Party changes its Primary Contact and Te Puni Kōkiri Relationship Contact, a senior manager must tell the other Party, in writing, the name and contact details of the replacement within five working days of the change.

14. Delivery of Notices

- 14.1 All Notices to a Party must be delivered by hand or sent by post, courier or email to the Te Puni Kōkiri Relationship Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 14.2 Notices must be signed or, in the case of email, sent by the Te Puni Kōkiri Relationship Contact or a senior manager with appropriate authority to do so.
- 14.3 A Notice will be considered to be received:
- a. if delivered by hand, on the date it is delivered;
 - b. if sent by post within New Zealand, on the third working day after the date it was sent;
 - c. if sent by courier, on the date it is delivered; or
 - d. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.

- 14.4 A Notice received after 5pm on a working day or on a day that is not a working day will be considered to be received on the next working day.

15. Miscellaneous

Relationship

- 15.1 Nothing in this Agreement creates a legal relationship between you and Te Puni Kōkiri of partnership, joint venture, agency or employment.

Changes to this Agreement

- 15.2 Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.
- 15.3 Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.

Entire Agreement

- 15.4 This Agreement, including any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

Severable clauses

- 15.5 If any clause or any part of any clause of this Agreement is declared invalid, unenforceable or illegal, it will no longer apply to this Agreement. All other clauses or parts of clauses contained in this Agreement will remain in full force and effect.

New Zealand applies

- 15.6 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

Signing the Agreement

- 15.7 This Agreement is not binding on either Party until both Parties have signed it.
- 15.8 This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email by any of the Parties to any other Party. The receiving Party may rely on the receipt of such document so executed and delivered by email as if the original has been received.

Waiver

- 15.9 If a Party breaches this Agreement and the other Party does not immediately enforce its rights resulting from the breach that:
- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
 - b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

Te Puni Kōkiri

- 15.10 References to Te Puni Kōkiri include the Ministry of Māori Development, the Secretary for Māori Development and any staff, contractors or agents of Te Puni Kōkiri.

SCHEDULE A

WORK PROGRAMME

Public Statement: Our proposed initiative will empower rangatahi to thrive by preparing them for successful transitions into high-value careers in STEM (Science, Technology, Engineering, Mathematics and Mātauranga). The Pūhoro STEM Academy, with its proven track record of rangatahi success, seeks to further advance Māori development by implementing this initiative. Our approach emphasises whānau engagement as key educational motivators of their children’s success and this initiative pragmatically helps rangatahi to navigate post-school pathways with confidence and clarity.

Project End Date: 19/12/2025

Activity	Description of Activity	Success Indicator	Indicative Completion Date (DD/MM/YYYY)	Te Puni Kōkiri contribution (excl. GST)
Activity 1	Whakatau Project setup: Appointment of Project Lead, development of detailed project plan, risk register and reporting parameters, onboarding of regional project personnel and confirmation of roles and responsibilities to realise the	Appointment of Project Lead Completion of detailed project plan with tasks and timeframes in place for each cohort. Regional personnel are onboarded onto project Completion of initial resource review and stocktake	15/04/2025	\$30,000
Progress Report	A Progress report has been prepared for Te Puni Kōkiri	A report has been provided to Te Puni Kōkiri confirming the expected progress to complete activities required for the intended outcomes.	16/06/2025	\$0.00
Activity 2	Whanaungatanga Connections: Resource development, organising delivery, training of personnel to deliver new content.	Focus Group B1 Essential Documents = Target 200 rangatahi Māori 200 rangatahi from across Pūhoro regions (we currently service 12 different regions in Aotearoa, NZ) 200 rangatahi will have completed essential documentation with a predominant focus on C.V’s. However, should other essential	30/06/2025	\$165,000

		<p>documents be required, personnel will support the administration for rangatahi to attain these.</p> <p>200 rangatahi will be worked with in this cohort from April to June to finalise essential documentation target by 30 June 2025</p> <p>Report will be submitted detailing each participant's acquisition of documentation and providing other key information on each participant to Te Puni Kōkiri</p>		
Activity 3	Whakapiri Engagement: Delivery of new content and approaches.	<p>Focus Group B2 Career Pathways = Target 200 rangatahi Māori</p> <p>200 registered into the initiative by 30 June</p> <p>200 rangatahi will be supported till near end of 2025</p> <p>New content produced for trialling within micro-badges (focus on leadership, well-being, resilience, career decision making)</p> <p>Activity/event schedule developed for trialling of resources and new modes of delivery</p> <p>Personnel training sessions completed to ensure quality of delivery to rangatahi</p> <p>Commencement of sessions, workshops and micro-badge activities across regions within an appropriate timing cadence that maximises rangatahi participation.</p> <p>Completion of initiative for Focus Group B2 by the end of November</p> <p>Completion of sessions, workshops, and micro-badge activities as outlined above for Focus Group B2 Career Pathways</p>	28 /11/2025	\$185,000.00

Activity 4	Whakamārama Data capture: Develop evaluation strategy, run the evaluation	Kaihautū reflections collated at the end of each activity/event/engagement Completion of the evaluation exercise	28/11/2025	\$20,000.00
Wrap-up Report	Whakamana Analysis and reporting: sort and interpret data, finalise project reports	A final report has been provided to Te Puni Kōkiri that provides information on what the investment has achieved and confirms that the activities in the work programme have been achieved to the satisfaction of Te Puni Kōkiri. This report includes all data required to evidence the achievement of the intended outcomes.	19/12/2025	\$0.00
TOTAL				\$400,000.00
Proposed payment schedule by Financial Year (FY):	FY 2024/25 (on execution): \$200,000.00			
	FY 2024/25: \$200,000.00 upon approval of progress report (due 16/06/2025)			
	FY 2025/26: \$0.00 upon approval of final report (due 19/12/2025)			

Data Collection and Reporting Requirements:

The Progress Report and Wrap-up Report templates have been provided to you to collect data required to determine the achievement of the investment outcomes in Schedule B.

- The completed Progress Report template is due to Te Puni Kōkiri on or before 16/06/2025.
- The completed Wrap-up Report template is due to Te Puni Kōkiri on or before 19/12/2025.

Payment will be issued on receipt of an activity report that meets the satisfaction and approval of Te Puni Kōkiri.

SCHEDULE B

INVESTMENT OUTCOMES

Regionally led initiatives that respond to local community needs

- Regional and community priorities are supported

Existing and new whānau-centred approaches for local delivery of social services

- Whānau can access the social services they need through local Māori providers using whānau-centred approaches