



MEMORANDUM TO THE DEPUTY DIRECTOR-GENERAL

To: Sam Keenan - Acting Deputy Director General, Te Uru Rākau - New Zealand Forest Service

From: Alexandra Wilson, Director Forestry Engagement and Advice

Contract for Services: Project Crimson Trust - Pūawananga: Stars of our Native Forests

Date	10 May 2023	
Decision required	Date decision required by	
YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	23/05/2023	

Recommendations
Agree and sign the appended Contract for Services (contract) to commence delivery of plantings by the Project Crimson Trust, through Trees that Count, to support delivery of Pūawananga: Stars of our Native Forests.
Agree and sign the appended Procurement Plan to enable the contract number to be finalised and ensure that funding is available for the purchase of plants and planting as part of the 2023 planting season.
Note that the original contract value was intended to be \$250,000 but this has been reduced to \$100,000 with supplementary plants being sought through an existing contract with Project Crimson Trust. (Please refer the accompanying memo, Variation to Trees for Schools contract to allocate 15,000 native trees for FIFA Women's World Cup).

Contact for discussion (if required)		
Name	Position	Contact number
Alex Wilson	Director Forestry Engagement and Advice	9(2)(a)
Marion Schrama	Manager Sector Partnerships	
Ames Donovan	Team Leader Native Afforestation Nursery Advice	

Background

1. The FIFA Women's World Cup 2023 (FIFA WWC) will be held in New Zealand from 20 July - 20 August 2023. It will be the largest women's sporting event in history with an anticipated

global broadcast audience between 1.2-1.6 billion. Government aims to maximise the impacts and benefits of the event for New Zealand.

2. The Ministry of Business, Innovation and Employment (MBIE) is the lead government agency for this initiative and are coordinating the Crown FIFA team (government cross - agency response team). MBIE is the lead agency for the Crown for FIFA WWC. Minister Robertson is Lead Minister for the FIFA WWC and the Prime Minister is Ministerial Patron.
3. In late 2022, Minister Robertson wrote to several of his colleagues, including the former Minister of Forestry, Minister Nash, stating that this will be the largest women's sporting event in history, and we have a unique and unprecedented opportunity to drive significant benefits for New Zealand and for Kiwis. He also reiterated his expectation 'that all agencies will lean in and support this mahi for FIFA WWC 2023, from a delivery, resource and financial perspective, including identifying opportunities for funding.'
4. The Department of Conservation in partnership with the Crown FIFA Project team have developed a concept for a native-tree planting project to commemorate the event – Pūawananga: Stars of our Native Forest.
5. Several partners have now confirmed support including the Pūawananga Leverage and Legacy Fund (administered by MBIE) and Ministry for Primary Industries (through Te Uru Rākau – New Zealand Forest Service).
6. This Pūawananga native tree planting initiative will be delivered by Project Crimson through their Trees that Count programme.
7. This memo follows a memorandum approved 13 December 2022 by the Deputy-Director General Te Uru Rākau – New Zealand Forest Service to Request for Funding for FIFA Women's World Cup 2023 Planting Events. The memo recommended:
 - i) To enter a contract with Project Crimson Trust to deliver a minimum 25,000 seedlings for the FIFA World Cup 2023 planting events.
 - ii) To support MBIE in their aspirations to maximise the impacts and benefits of FIFA Women's World Cup 2023 for New Zealand through their Pūawananga Programme.
 - iii) To manage the recommended investment of \$250,000 as a cost pressure prior to Cabinet decisions on 1BT returned funds.
8. The financial reprioritisation put in place by MPI post cyclone Gabrielle in February 2023, means the option for funding to come from 1BT returned funds is no longer possible.
9. A revised funding maximum of \$100,000 was agreed with the DDG Te Uru Rākau – New Zealand Forest Service on 19 April 2023 and was confirmed with Project Crimson Trust on 21 April 2023.
10. In parallel, a variation to the Trees for Schools contract has been requested which recommends a 15,000 tree allocation from the 50,000 funded native trees to contribute to the Pūawananga Stars of our Native Forests Project. This ensures that the original Te Uru Rākau – New Zealand Forest Service commitments are met, with no additional costs incurred.

The Contract for Services

11. The purpose of this contract is to enable the purchase and planting of 10,000 native seedlings to leverage off the high-profile opportunity that FIFA WWC 2023 presents to achieve sustainability, conservation, and community engagement outcomes nationally.

12. The drivers for Te Uru Rākau – New Zealand Forest Service entering into this contract are to:

- Support MBIE to leverage FIFA WWC 2023 to achieve sustainability, conservation, and community engagement outcomes, as well as raising the visibility of women in sport, and celebrating our female sporting heroes.
- Provide opportunities for New Zealanders to be involved in tree planting. This has secondary benefits of raising the profile of Te Uru Rākau – New Zealand Forest Service and support our wider social licence and delivering on Te Uru Rākau – New Zealand Forest Service strategic objective of supporting more tree planting.
- Offer the opportunity for further proof of concept for tree planting partnerships to offset large events, sporting and otherwise into the future, offsetting carbon emission for travel etc.

13. Under this Agreement the Contractor will:

Purchase and plant a minimum of 10,000 seedlings that align with FIFA WWC events across the country at a value of \$100,000. The planting events will take place across the country and align with the FIFA World Cup programme to:

- Provide communities with opportunity to participate in native tree planting efforts. and to engage in FIFA WWC-related events.
- Deliver strategic objectives shared by both organisations as well as maximise and build upon the expertise and skills of each organisation.

14. The contract has been drafted in consultation with the MPI Procurement team. The Procurement team have reviewed the contract and agreed it is fit for purpose.

15. It is proposed that this contract is fully signed by all parties before 27 May 2023 to ensure parties can prepare a project proposal and ensure it is well-aligned with the timeframes of the FIFA WWC.

16. The funding is to support the purchase of the trees and plant orders will be lodged before 30 June this is to ensure alignment with the FIFA WWC, with payments aligned to these orders.

17. To mitigate the risk of no payments following plant orders, a project plan (including a comms and marketing plan and Healthy and Safety Plan) along with two progress reports, are included as contracted milestones.

18. As the contract will be entered into by MPI, the general financial delegation requires the MPI signatory to have financial delegation covering the whole of life cost of the contract. For this reason, the Acting Deputy-Director General of Te Uru Rākau – New Zealand Forest Service is required to sign the contract by the 19 May 2023.

19. The funding will not exceed \$100,000 (excluding GST). Milestones have been detailed in clause 4.7 of the contract that ensure the project aligns with strategic objectives of Te Uru Rākau – New Zealand Forest Service.

20. The contract is attached in Appendix One for your review and signature.

The Procurement Plan

21. Discussions with the procurement team have resulted in an exemption from open/closed advertising based on rule 14.9(c) only one supplier being requested in the Procurement Plan to enable the contract to be set up through direct engagement.

22. This exemption from open/closed advertising has been supported by Tamsyn Rouse, Manager Procurement and Commercial Management and needs to be approved by you to finalise this process.
23. The exemption from open/closed advertising is being sought due to the absence of other suppliers who operate nationally who could deliver the project within the timeframe.
24. The recommended approach is direct engagement and award to Project Crimson Trust, who have a long-standing strategic partnership with Te Uru Rākau – New Zealand Forest Service. Project Crimson Trust are a trusted delivery partner who have been the recipient of Te Uru Rākau – New Zealand Forest Service funding on multiple occasions, including \$6.5m for the establishment of the Trees That Count marketplace and \$650,000 for Trees for Schools.
25. Project Crimson Trust is capable of delivering the required services, within the required timeframe, and is the country's only tree marketplace provider (Trees That Count) that can connect individual funders to planting projects at a national level.
26. The Procurement Plan is attached in Appendix Two for your review and signature.

Next steps

27. Once the Procurement Plan has been approved, we will enable the contract to be activated.
28. Once the contract has been approved and set up through the procurement process, the signed contract will be sent to the Project Crimson Trust for countersigning by 27 May 2023.
29. The Project Crimson Trust will prepare and submit a detailed project plan for our review prior to 30 June 2023 in line with the second contracted milestone.

Recommendations

It is recommended that you:

- a) **Agree** and sign the appended Contract for Services (contract) to commence delivery of plantings by the Project Crimson Trust, through Trees that Count, to support delivery of Pūawananga: Stars of our Native Forests.

AGREED

- b) **Agree** and sign the appended Procurement Plan to enable the contract number to be finalised and ensure that funding is available for the purchase of plants and planting as part of the 2023 planting season.

AGREED

- c) **Note** that the original contract value was intended to be \$250,000 but this has been reduced to \$100,000 with supplementary plants being sought through an existing contract with Project Crimson Trust. (Please refer to the accompanying memo, Variation to Trees for Schools contract to allocate 15,000 native trees for FIFA Women's World Cup).

NOTED

Appendix One: Contract for Services

[Contract for Services between the Project Crimson Trust and Ministry for Primary Industries](#)

Released under the Official Information Act 1982



PROCUREMENT PLAN	C0035110 – Project Crimson Trust funding (Pūawananga)
To:	Sam Keenan, Acting DDG Te Uru Rākau – New Zealand Forest Service
From:	Ames Donovan, Team Leader – Native Afforestation Nursery Advice
Date:	05/05/2023

Related programmes or projects	<p>Related programmes or projects include: Project Crimson Trust's Trees for Schools contract C0035257</p> <ul style="list-style-type: none"> a) MBIE's <i>Puawānanga Programme</i> which will maximise the impacts and benefits of FIFA Women's World Cup 2023 for New Zealand b) The strategic goals of Te Uru Rākau – New Zealand Forest Service "<i>planting trees for a healthy environment</i>" c) The Fit for a Better World sustainability initiative "<i>refocusing our tree planting partnerships</i>"
Financial Authority	Maximum total estimated value over the life of the contract is \$100,000.
Associated Policy, Legislation, Guidelines etc:	<p>MPI Procurement Policy MPI Procurement Procedures HR & Finance Delegations Capital Expenditure Guidelines Purchase Card Policy Guideline for Managing Health and Safety Risk in Contracting Guide to MPI's Overlapping Duties Framework MPI Organisational Risk Library – including Priority Critical Risks & Controls</p>

REQUESTOR (BUSINESS OWNER)

Name	Role	Signature	Date
Ames Donovan	Team Leader – Native Afforestation Nursery Advice		05/05/2023

In submitting this document for approval, I confirm the following:

- To the best of my knowledge, there is no actual or potential current conflict of interest that will or may arise as a result of my involvement with this procurement.

(Note: If an actual/perceived conflict needs to be declared, please complete and attach a signed copy of a [Conflict of Interest Declaration](#) to this request.)

EXEMPTION INDEPENDENT ADVICE

Name	Role	Signature	Date
Tamsyn Rouse	Manager Procurement & Commercial Management		9/05/23

I support this exemption to MPI's Procurement Policy on the basis that there is only one supplier, for technical reasons there is no competition (Government Procurement Rules 14.9c)

By signing this document, I confirm that, to the best of my knowledge, there is no actual or potential current conflict of interest that will or may arise as a result of my involvement with this procurement.



ENDORSED

Name	Role	Signature	Date
Alex Wilson	Director Forestry Engagement and Advice		16.05.2023
<p>By signing this document, I confirm that there is funding available under cost centre 1269 for this purchase.</p> <p>I also confirm that, to the best of my knowledge, there is no actual or potential current conflict of interest that will or may arise as a result of my involvement with this procurement.</p> <p>(Note: If an actual/perceived conflict needs to be declared, please complete and attach a signed copy of a Conflict of Interest Declaration to this request.)</p>			

APPROVAL

It is recommended that you approve the proposed procurement and process be carried out as proposed in this procurement plan.

Name	Role	Signature	Date
Sam Keenan	Acting DDG Te Uru Rākau- New Zealand Forest Service		17 May 2023
<p>By signing this document, I confirm that, to the best of my knowledge, there is no actual or potential current conflict of interest that will or may arise as a result of my involvement with this procurement.</p> <p>(Note: If an actual/perceived conflict needs to be declared, please complete and attach a signed copy of a Conflict of Interest Declaration to this request.)</p>			

1 BACKGROUND

- The FIFA Women's World Cup 2023 (FIFA WWC) will be held in New Zealand from 20 July - 20 August 2023. It will be the largest women's sporting event in history with an anticipated global broadcast audience between 1.2-1.6 billion. Government aims to maximise the impacts and benefits of the event for New Zealand.
- The Ministry of Business, Innovation and Employment (MBIE) is the lead government agency for this initiative and are coordinating the Crown FIFA team (government cross - agency response team). MBIE is the lead agency for the Crown for FIFA WWC. Minister Robertson is Lead Minister for the FIFA WWC and the Prime Minister is Ministerial Patron.
- In late 2022, Minister Robertson wrote to several of his colleagues, including the former Minister of Forestry, Minister Nash, stating that this will be the largest women's sporting event in history and we have a unique and unprecedented opportunity to drive significant benefits for New Zealand and for Kiwis. He also reiterated his expectation 'that all agencies will lean in and support this mahi for FIFA WWC 2023, from a delivery, resource and financial perspective, including identifying opportunities for funding.'
- The Department of Conservation in partnership with the Crown FIFA Project team have developed a concept for a native-tree planting project to commemorate the event – Pūawananga: Stars of our Native Forest.
- Several partners have now confirmed support including the Pūawananga Leverage and Legacy Fund (administered by MBIE) and Ministry for Primary Industries (through Te Uru Rākau – New Zealand Forest Service).
- This Pūawananga native tree planting initiative will be delivered by Project Crimson through their Trees that Count programme.
- This procurement plan follows a memorandum approved 13 December 2022 by the Deputy-Director General Te Uru Rākau to Request for Funding for FIFA Women's World Cup 2023 Planting Events. The memo recommended:



- i) To enter a contract with Project Crimson Trust to deliver a minimum 25,000 seedlings for the FIFA World Cup 2023 planting events.
 - ii) To support MBIE in their aspirations to maximise the impacts and benefits of FIFA Women's World Cup 2023 for New Zealand through their Pūawananga Programme.
 - iii) To manage the recommended investment of \$250,000 as a cost pressure prior to Cabinet decisions on 1BT returned funds.
8. The financial reprioritisation-put in place by MPI post cyclone Gabrielle in February 2023, means the option for funding to come from 1BT returned funds is no longer possible.
9. A revised funding maximum of \$100,000 was agreed with the DDG – Te Uru Rākau on 19 April 2023 and was confirmed with Project Crimson Trust on 21 April 2023.
10. In parallel, a variation to the Trees for Schools contract has been requested which recommends a 15,000 tree allocation from the 50,000 funded native trees to contribute to the Pūawananga Stars of our Native Forests Project. This ensures that the original Te Uru Rākau – New Zealand Forest Service commitments are met, with no additional costs incurred.

2 WHAT WE ARE BUYING AND WHY

- 2.1 The objective of this procurement is to award a contract for the purchase and planting a minimum of 10,000 seedlings that align with FIFA WWC events across the country at a value of \$100,000.
- 2.2 Under this Agreement the Contractor will:
- a) Coordinate planting events across the country that will align with the FIFA World Cup programme and provide:
 - Communities with the opportunity to participate in native tree planting efforts
 - Opportunities for the community to engage in FIFA WWC-related events
 - b) Utilise the project to deliver strategic objectives shared by both organisations and to maximise and build upon the expertise and skills of each organisation.
- 2.3 The expected benefits and outcomes of this procurement are to support MBIE to leverage the FIFA WWC to achieve sustainability, conservation, and community engagement outcomes, as well as raising the visibility of women in sport, and celebrating our female sporting heroes.
- 2.4 The planting project will be high profile and reach many regions of the country providing opportunities for many New Zealanders to pick up a spade and plant a tree. This has secondary benefits of raising the profile of the work we do within Te Uru Rākau – New Zealand Forest Service and supports our wider social licence.
- 2.5 This project is comparable to the Living Legends project in 2011 and offers the opportunity for further proof of concept for tree planting partnerships to offset large events, sporting and otherwise into the future, offsetting carbon emission for travel etc.
- 2.6 Goods, services or works that are not in-scope for this procurement include business as usual and growing of native trees.

3 BROADER OUTCOMES

- 3.1 This procurement is required to consider and incorporate broader outcomes as defined in the Government Procurement Rules. Broader outcomes are the secondary benefits that are generated by the way a good, service or works is produced or delivered. These outcomes can be social, environmental, cultural or economic benefits, and will deliver long-term public value for New Zealand.



3.2 Broader outcomes require you to consider not only the whole-of-life cost of the procurement, but also the costs and benefits to society, the environment and the economy. The Broader Outcome considered for this procurement is Increasing access for NZ businesses.

3.3 MPI will be seeking businesses who can show:

- a. social enterprises (Increasing access for NZ businesses):
 - i. **Purpose:** the social, cultural and environmental mission provides a public or community benefit and is the primary purpose of the organisation.
 - ii. **Trading:** most of the income is from trading a good and/or service.
 - iii. **Reinvestment:** most of either expenditure or profit is spent in the fulfilment of the purpose of the organisation.
- b. being regionally based (Increasing access for NZ businesses)
- c. on the completion of the contract the ongoing effect of the trees being planted will contribute to reduced emissions.

3.4 The awarded contract will include the stated broader outcome requirements and its deliverables. This awarded contract will also seek the supplier to, where possible, use sub-contractors that deliver the broader outcomes above, such as hapu/marae/community nurseries. This contributes to MPI's indirect spend contributing to supplier diversity and broader outcomes through procurement.

4 SUPPLY MARKET ANALYSIS

4.1 There is currently no All-of-Government, syndicated or other collaborative contract that can meet this requirement.

4.2 There is no external market for the services you wish to procure due to Project Crimson Trust providing the country's only tree marketplace, which connects individual funders to planting projects at a national level.

5 PROCUREMENT APPROACH

5.1 The recommended approach to market is a non-competitive contract.

5.2 This procurement will comply with [MPI's Procurement Policy](#) and the [Government Procurement Rules](#).

6 EXEMPTION

6.1 The exemption from open/closed advertising is being sought due to the absence of other suppliers who operate nationally who could deliver the project within the timeframe.

6.2 The recommended approach is direct engagement and award to Project Crimson Trust, who has a long-standing strategic partnership with Te Uru Rākau – New Zealand Forest Service. Project Crimson Trust is a trusted delivery partner that has been the recipient of Te Uru Rākau – New Zealand Forest Service funding on multiple occasions, including \$6.5m for the establishment of the Trees That Count marketplace and \$650,000 for Trees for Schools (the contract for which a variation is being sought to enable alignment to Pūawananga: stars of our Native Forests).

6.3 Project Crimson Trust has the capability to deliver the required services within the required timeframe and are the country's only tree marketplace provider (Trees That Count) that can connect individual funders to planting projects at a national level.

6.4 Exemption from open advertising based on Rule 14.9(c) Only one supplier. For technical reasons there is no actual competition. This includes:

- There is a need to match with an existing supply chain and event function which includes planting events.
- There are niche logistics required to deliver this programme. The chosen supplier has over time built up their stakeholder relationships and is uniquely positioned to leverage of their national network.



- They are required to source under limited supply options due to time constraints and the scarcity of plants due to Cyclone Gabrielle.

7 DATA SECURITY, PRIVACY AND INFORMATION CONSIDERATIONS

- 7.1 MPI is responsible for how we collect, use, share and manage all information and data including personal information, and for ensuring it is kept secure. How we manage the data and information we gather, and use is fundamental to ensuring public trust, maintaining the integrity of the public service, and supporting our ability to deliver services to New Zealanders and businesses in order to protect and grow New Zealand. This also applies where MPI employs or contracts someone (individual or organisation) to collect, use or process information and data including personal or confidential information on our behalf to support our regulatory or administrative functions. Where we contract out work to another organisation, including where they may subcontract out to another entity (whether in New Zealand or any other country), we remain accountable for how they manage any information and data including personal or confidential information on our behalf.
- 7.2 The work being undertaken by the successful supplier may include capture and storage of personal and/or privacy related information. We are unsure what information the tool will capture. If the information includes personal information MPI will endure the appropriate Data Security and privacy Steps are undertaken in due diligence and contracting.
- 7.3 It is expected that any data being collected will be provided to MPI on an ad-hoc basis over the life of the contract.
- 7.4 In order for MPI to meet its obligations to ensure that any data and information and in particular information relating to individuals, is carefully managed, the proposed supplier will be asked to provide information on:
- Policies, processes and procedures for accessing of information and data provided to them or collected by them by their employees or subcontractors.
 - How any product produced by them as part of the engagement will be stored within MPI's system and/or systems directly controlled by the supplier.
 - Process they use or will use to obtain MPI's permission for the release of information by third parties, including by third party ICT suppliers.
 - How they secure, maintain or will maintain any non-MPI systems where they store and/or process the data and information related to the proposed engagement to ensure only their appropriate staff, including any subcontractors have access to the information held by the supplier.
 - In addition, respondents will be required to certify that any information provided to them or held by them or product they produce because of the engagement will only be processed within New Zealand and that no data will be taken offshore without prior written approval by MPI. Finally, respondents will be advised that upon completion of the engagement or upon request by MPI, they will be obligated to ensure that all information provided to them by MPI, including any copies (physical or digital) be returned to MPI and/or securely destroyed to ensure no reasonable likelihood of reconstruction can occur.

8 HEALTH AND SAFETY CONSIDERATIONS

- 8.1 The Health and Safety (H&S) risk for this procurement is Low.
- 8.2 Under the Health and Safety at Work Act 2015, MPI is a "person conducting business or undertaking" (or PBCU). As a PBCU, MPI has a primary duty to ensure, so far as practicable, the health and safety of:
- its own employees.
 - other workers whose activities it influences or directs (e.g. contractors and their staff).
 - other persons who could be affected by its work (e.g. visitors and the public).

As part of meeting this obligation, MPI considers the health and safety aspects of any work it intends to engage a contractor to carry out. This includes ensuring that the businesses it engages have appropriate processes



in place to mitigate and manage the health and safety risks associated with the work they have been engaged to do.

- 8.3 Any contract awarded that is classified as high risk will include the requirement of a Health & Safety plan to be developed during the project planning phase. This would need to include all the requirements of the MPI H&S Checklist.

9 RISK

- 9.1 Overall this procurement is deemed high value, low risk.

- 9.2 Key risks to be managed:

Risk	Mitigation	Responsible	Who is to be consulted
Seedling availability across the regions.	Project Crimson Trust has good connections with nurseries and has confirmed that they can meet seedling volumes.	Ames Donovan, Team Leader – Native Afforestation Nursery Advice	Project Crimson
The exemption would create a false belief that MPI is limiting the competitive tendering opportunities within the market and stifling competition	If the exemption is granted a GETS notice shall be published documenting the decision.	Procurement	Ames Donovan, Team Leader – Native Afforestation Nursery Advice

10 BUDGET & FINANCIAL IMPACT

- 10.1 The approved budget for this procurement is up to \$100,000 excluding GST over financial year/s 2022/23 and 2023/2024.
- 10.2 All expenditure will be approved by the DFA for cost centre 1219.

11 NEGOTIATION/ CONTRACT MANAGEMENT

- 11.1 The MPI Contract Manager will be Ames Donovan, Team Leader – Native Afforestation Nursery Advice. The Contract Manager will be responsible for monitoring the supplier performance, reporting and delivery of agreed milestones.
- 11.2 The contract will include:
- Project inception meeting;
 - Regular reporting, milestones and project meetings;
 - A draft final report for MPI feedback and final report; and
 - A project close out meeting.
- 11.3 The Contract Agreement that will be used is MPI Services Model Contract.
- 11.4 The term of the contract is expected to be one year from signing of the contract.



- 11.5 The Procurement Specialist will draft the contract in liaison with the project team. Any requested deviations from standard terms and conditions will be reviewed and negotiated by the Procurement Specialist in liaison with MPI Legal, as required.
- 11.6 Financial management and supplier payments will be managed by Te Uru Rākau – New Zealand Forest Service. A Purchase Order(s) will be raised following signing of the contract. Goods and services will be receipted against the Purchase Order(s) upon delivery of the goods/services following Ames Donovan confirming the required standards are met.
- 11.7 The timeframes for delivery are outlined in clauses 4.4 and 4.7 of the contract C0035110. Specific reporting requirements are outlined in clause 4.7 of the contract.
- 11.8 Payment will be based on the supplier's successful completion of milestones as detailed in the Agreement.
- 11.9 New intellectual property arising as a result of the Contract will be the property of MPI.
- 11.10 Lifting Health & Safety Capability (Broader Outcome):
- a. Consider longer term contracts to support suppliers to invest in H&S risk control.
 - b. Consider including milestones and associated payments for H&S capability uplift in contracts with small and medium enterprises
 - c. Consider what can be done to lift the H&S performance of a supplier who can't immediately meet MPI's organisational H&S risk controls and develop a clear plan on how and when the supplier will come to this standard. If you need to do this, you must seek regular assurance from the contractor that the risk control plan is being completed.
 - d. Ensure an appropriate H&S Management Plan and Risk Register is in place before work commences that controls risks to health and safety at least as well as MPI's organisational health and safety risk controls, and review/update it regularly with the supplier.
 - e. Work with suppliers to ensure that they have appropriate systems and processes in place to manage overlapping H&S duties with other parts of the supply chain, and provide assurance of this to MPI.
 - f. Work with the supplier to monitor and manage our contractual and legislative H&S commitments.
- 11.11 Results of all procurements over \$100,000 will be notified on the Government Electronic Tender Services ([GETS](#)) website by the Procurement Specialist.

12 COMMUNICATIONS & PUBLICATIONS

- 12.1 Ames Donovan, the project lead, will be the key person to advise on internal and external communications.
- 12.2 A communications plan will not be required for this procurement.
- 12.3 A Kotahi story and external communications may be released once this work is complete.

Conflict of Interest declaration

for more information on Conflicts of Interest, please visit MPI supplier's information | NZ Government: <https://www.mpi.govt.nz/about-mpi/suppliers-information/>.

I, <name> have made diligent inquiry whether *Project Crimson Trust* has any actual, potential or perceived Conflict of Interest in relation to the proposed contract for *Trees That Count contribution to FIFA WWC 2023 (Puawānanga)* (the Services), and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:

CONFLICT OF INTEREST DECLARATION

Conflict of Interest means any conflict between the Supplier's interests or obligations with its responsibilities in performing the Services, such that the independence, objectivity or impartiality of the Supplier can be called into question.

I declare that, to the best of my knowledge, there is no actual or potential current conflict of interest in relation to the Services.

I declare the following actual or potential current conflict of interest in relation to the Services:


Should further conflicts arise during any contract for the provision of the Services, I will make a further declaration and inform the MPI contact manager.


If the Supplier becomes aware of any matter, event or circumstance that gives rise to any Conflict of Interest while performing the Services they must notify MPI in writing. If a Conflict of Interest does arise the Parties must discuss, and then, without prejudice to MPI's rights under any contract, agree and record in writing, how it will be managed.

The Supplier will do its best to avoid situations that may lead to any Conflict of Interest during any contract for the Services and will use all reasonable endeavors to minimise the impact on MPI of any Conflict of Interest.

MANAGEMENT OF ANY CONFLICT OF INTERESTS DECLARED

The following steps are planned to avoid/mitigate the conflict(s):

Name of Supplier's authorised signatory	Robyn Haugh - Chief Executive Project Crimson Trust
Signature of authorised signatory	
Date	22 May 2023

Declaration	I confirm that I have received this declaration and noted its comment.
Name of Ministry for Primary Industries reviewer	Sam Keenan, Acting Deputy-Director General Te Uru Rākau – New Zealand Forestry Service.
Signature of reviewer	
Date	17 May 2023

Comments
(mandatory where COI is declared)

Contract for Goods and Services

Ministry for Primary Industries
Manatū Ahu Matua



C0035110 – Trees That Count contribution to FIFA WWC 2023 (Pūawananga)

The Parties

Ministry for Primary Industries (MPI)

(Buyer)

Charles Fergusson Building, 34-38 Bowen Street

Wellington 6011

And

Project Crimson Trust

(Supplier)

Project Crimson Trust, PO BOX 24,465

Wellington 6142

NZBN 9429043032570

GST [57-194-081]]

The Contract

Contract

The Supplier agrees to sell and the Buyer agrees to buy the Goods described in this Contract. The Buyer also 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 | Page 1 |
| 2. Contract Details and Description of Goods and Services | Schedule 1 |
| 3. Standard Terms and Conditions | Schedule 2 |
| 4. Any other attachments described at Schedule 1. | |

How to read this Contract

- Together the above documents form the whole Contract.
- Any Supplier terms and conditions do not apply.
- Clause numbers refer to clauses in Schedule 2.
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 19 (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**:

(signature)

Name: Sam Keenan

Position: Acting Deputy-Director General Te Uru Rākau – New Zealand Forestry

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

(signature)

Name: Robyn Haugh

Position: Chief Executive

	Service		
Date:	17 May 2023	Date:	22 May 2023

Released under the Official Information Act 1982

Schedule 1

Contract Details and Description of Goods and Services

Start Date	Upon signing of the contract	Reference Schedule 2 clause 1
End Date	31 December 2023	Reference Schedule 2 clause 1
Renewal	Not applicable.	Reference Schedule 2 clause 1

Contract Managers Reference Schedule 2 clause 6	Buyer's Contract Manager		Supplier's Contract Manager
	Name:	Ames Donovan	Melanie Seyfort
	Title / position:	Team Leader – Native Afforestation Nursery Advice	Head of Partnerships
	Address:	Level 1, 1 The Terrace, PO Box 2526 Wellington 6011	Level 2, 39 Ghuznee Street, Wellington
	Phone:	9(2)(a)	
	Email:	amy.donovan@mpi.govt.nz	melanie@projectcrimson.org.nz

Addresses for Notices Reference Schedule 2 clause 16	Buyer's address		Supplier's address
	For the attention of:	Ames Donovan	Melanie Seyfort
	c.c. Contract Manager		[cc if senior manager above]
	Delivery address:	Level 1, 1 The Terrace, Wellington 6011	Level 2, 39 Ghuznee Street, Wellington
	Postal address:	PO Box 2526 Wellington	PO Box 24 465, Wellington 6142
	Email:	amy.donovan@mpi.govt.nz	melanie@projectcrimson.org.nz

Delivery timeframe Reference Schedule 2 clause 2.8	The plantings must be delivered in the 2023 planting season (June-October).
Delivery Address Reference Schedule 2 clause 2.8	N/A
Delivery note	N/A

Description of Services

The objective of this procurement is to award a contract for the purchase and planting a minimum of 10,000 seedlings in projects across the country at a value of \$100,000 in support of the delivery of the wider Puawānanga - Stars of our Native Forests programme.

The supplier will coordinate planting projects across the country that align with the Pūawananga - Stars of our Native Forests programme and work to facilitate further donations through a fundraising campaign that is also supported by Ministry of Business, Innovation and Employment (MBIE), via

Department of Conservation (DOC).

Context

The FIFA Women's World Cup 2023 (FIFA WWC) will be held in New Zealand from 20 July-20 August 2023. The FIFA WWC will be the largest women's sporting event in history with an anticipated global broadcast audience between 1.2-1.6 billion across 205 territories. Government aims to maximise the impacts and benefits of the event for New Zealand.

Puawānanga, the Crown's outcome framework for the tournament which was set up collaboratively across Government and is led by MBIE, is the Government's program to leverage the FIFA WWC event. It is important to note that, without specific engagement and agreement from FIFA, the planting project will not be able to use the name or the IP of the tournament. We will be supporting and celebrating the FIFA WWC rather than directly being part of it.

Department of Conservation is the lead agency for the Crown for FIFA WWC. Ministry for Business, Innovation and Enterprise (MBIE) is coordinating and supporting the operational delivery of the tournament to maximise the benefits for New Zealand and New Zealanders. MBIE supports a native-tree planting project as part of Crown's leverage and legacy programme – Puawānanga.

MBIE have approached Te Uru Rākau – New Zealand Forest Service for funding support. The purpose of this funding is to enable the purchase and planting of 10,000 trees to leverage off the high-profile opportunity that FIFA WWC presents to achieve sustainably, conservation and community engagement outcomes nationally. The objective of the project is to develop an engagement and crowdfunding campaign to enable the planting of native trees around the country through Trees That Count to leave an enduring legacy.

Campaign objectives: Project Crimson Trust envisage a project with the ability to have its own identity for marketing and promotional purposes, and:

- provides a connection with enhancing our native biodiversity and wellbeing
- that talks to and celebrates future generations
- details a story or narrative around the project could include some kind of celebration of women and girls, of female empowerment or of future generations of female leaders.

Crowd funding would be enabled through the Trees That Count crowdfunding platform (a Tree Registry) giving total transparency of all trees donated and allowing people to leave a message of support. Donors will receive a receipt for their tree donation as well as a follow-up email advising them of the project where their tree is being planted within New Zealand.

This crowdfund will be kickstarted with the 10,000 trees, purchased through TUR's funding contribution, which will include planting sites in or near the four Host Cities (Auckland, Hamilton, Wellington, and Dunedin) as well as other regions throughout NZ. Another 15,000 trees will be provided by TUR to this programme via the Trees For Schools programme.

The Trees That Count programme has set a target of seeing 25,000 native trees donated (in addition to the total 25,000 donated by Te Uru Rākau – New Zealand Forest Service). At an even more ambitious scale, they'd like to target a total of 64,000 trees donated which would equate to 2000 trees for every team who plays in the tournament.

The campaign, and the planting projects supported through Te Uru Rākau – New Zealand Forest Service funding, will be housed on a page on the Trees That Count website that brings all campaign content and info together.

Description of Services

The Supplier will perform the Services and provide the Deliverables set out in the table below. Each Service and Deliverable is referred to in this Agreement by the name given to it in the table below.

Service	Deliverable
Planning 1. The supplier will participate in regular weekly project meetings for the duration of the project.	1. Planning Meetings The first planning meeting will agree the methodology and approach for the project with key MBIE and Te Uru Rākau – New Zealand Forest Service staff. This will include risks and mitigations and finalise the

<p>2. The Supplier will develop a Project Plan for the Services and maintain it up to date throughout the Term.</p>	<p>intended locations of the minimum 10,000 native trees. The trees will be planted across a range of land types and are intended to be permanent plantings. Completion of Health and Safety form.</p> <p>Given the high-profile nature of this project subsequent meetings will be held weekly to ensure that the delivery of the events is going to plan, and issues, risks and communications are well-managed.</p> <p>The final meeting to identify reflections and lessons learnt.</p> <p>2. Project Plan The Project Plan to provide an overview of key actions and timeframes and personnel required around the delivery of planting projects that will see 10,000 trees planted and fundraising for further trees (which will be planted in 2024), to celebrate New Zealand's hosting of the FIFA WWC.</p> <p>The plan to include a marketing/communications plan (noting that this will need to dovetail into a strategic communications plan being co-ordinated by MBIE with contribution from Te Uru Rākau – New Zealand Forest Service).</p> <p>The Project Plan forms part of this Agreement and any variation to the plan must be agreed in writing between the contract managers. In the event of any conflict between the plan and the rest of this Agreement, the rest of this Agreement will prevail.</p>
<p>Marketing / Media The Supplier will include the required branding on marketing collateral and media content as requested by MBIE, DOC and Te Uru Rākau – New Zealand Forest Service communications advisors.</p>	<p>Co-Branding The Supplier to include the relevant branding and acknowledgement as advised by Te Uru Rākau – New Zealand Forest Service.</p>
<p>Trees Planted The Supplier must support communities to undertake permanent native tree planting in projects agreed to by Te Uru Rākau – New Zealand Forest Service.</p>	<p>Number of trees planted by the community The Supplier agrees to plant a minimum of 10,000 native trees. The trees will be planted across a range of land types and are intended to be permanent plantings in the locations confirmed from the planning meeting.</p>
<p>Progress Report Report detailing progress and number of trees successfully planted and events completed due two monthly for duration of contract.</p>	<p>Final Report A report setting out the Supplier's approach to the plantings including the locations, number of trees planted per project, the number of people engaged, results, success of the crowdfunding campaign, and lessons learnt.</p>

Deliverables

Deliverable/Milestone	Performance Standards	Due date	Amount due (exc GST)
Project plan and marketing plans provided	Project plan and marketing plan signed-off by Te Uru Rākau – New Zealand Forest Service	01 June 2023	\$100,000

Interim Progress reports (2)	Reports received	30 June 30 September	N/A
10,000 trees planted	Final report	December	N/A
Total (exc GST)			\$100,000

Performance standards

Key Performance Indicator	Description	Measurement Methodology	Measurement Start Date	Service Level
Natives planted	10,000 plants planted	Percentage of total trees planted	1 June	100%

Supplier's Reporting Requirements Reference Schedule 2 clause 7	Report to:	Type of report	Due date	
	Contract Manager	Project plan (to include a comms and marketing plan)		01 June 2023
		Interim Progress reports (which align with Department of Conservation reporting requirements for Puawānanga). To include: <ul style="list-style-type: none"> • actual progress against planned/forecast progress • a summary of expenditure to date, actual against budgeted, an update on planting progress for each site • plans for the next quarter • any problems arising or expected to arise with the services, deliverables, milestones, interpretation, or performance of this Agreement generally; and • any other information reasonably requested by MPI concerning the services. 		30 June 2023 30 September 2023
		Health and Safety		As/when applicable e.g. if an incident occurs
		Project completion report		15 December 2023

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 Goods and Services. Charges include **Costs**, **Fees**, and where agreed, **Expenses** and **Daily Allowances** (*Services only*). The Charges for this Contract are set out below.

Cost Reference Schedule 2 clause 5	Fixed Cost A fixed cost of \$100,000 excl GST.
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Expenses Reference Schedule 2 clause 5	No expenses are payable.
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Daily Allowance
Reference Schedule 2
clause 5

No daily allowances are payable.

Invoices
Reference Schedule 2
Subject to clauses 5 and
13.10

The Supplier must send the Buyer an invoice for the Charges at the following times:

On the following dates subject to completion of the relevant deliverables

Deliverable/Milestone	Due date	Amount due (exc GST)
The Project Plan will provide an overview of key actions and timeframes, and personnel required for the delivery of planting projects that will see 10,000 trees planted and fundraising for further trees (which will be planted in 2024).	01 June 2023	\$100,000
The plan to also include a marketing and communications plan (noting that this will need to dovetail into a strategic communications plan being co-ordinated by MBIE with contribution from Te Uru Rākau – New Zealand Forest Service).	01 June 2023	
Completion of the MPI Health and Safety form.	01 June 2023	
<i>The Project Plan forms part of this Agreement and any variation to the plan must be agreed in writing between the contract managers. In the event of any conflict between the plan and the rest of this Agreement, the rest of this Agreement will prevail.</i>		
Total (exc GST)		\$100,000

Addresses for invoices

Reference Schedule 2
clause 5

Buyer's address

For the attention of:	MPI Accounts Payable
Physical address:	Charles Fergusson Building, 34-38 Bowen Street, Wellington
Postal address:	PO Box 2526 Wellington 6140
Email:	accountspayable@mpi.govt.nz

The invoice must include:

- an MPI contract number C0035110
- the purchase order number (to be provided by MPI after contract signing).
- the name (enter name) of the MPI Contract Manager who will be responsible for the invoice,
- and any other relevant identifying details

Payments will not be processed if the following are not included.

Insurance

Reference Schedule 2
Clause 10.1

INSURANCE: (clause 10.1 Schedule 2)

The Supplier must have the following insurance:

- a. Public liability insurance of \$5 Million times the total Fees paid and payable under

this Contract.

Health and Safety Requirements

Reference Schedule 2 Clause 2.5

Changes to Schedule 2 and additional clause/s

NEW CLAUSES

Information Security Requirements

Without limiting anything else in this Contract:

- The Supplier will continuously employ during the term of this Contract a person(s) who is responsible for security and information security, and management and protection of personal information.
- The Supplier will have and maintain at all times during the term of this Contract risk-based security policies and plans that meet specific business needs, including in the areas of governance, information (including personal information), personnel and physical security, in relation to the information, data and services being supplied by and to MPI under this Contract.
- The Supplier will during the term of this Contract provide regular information, awareness training and support to its staff to enable them to meet the New Zealand Government's Protective Security Requirements and uphold the Supplier's security and information security policies and plans.
- The Supplier will have and maintain at all times during the term of the Contract processes to identify and manage risks to its people, information and assets as part of engaging subcontractors.
- The Supplier must promptly notify MPI if a situation may arise or has arisen where information provided to or collected by or on behalf of the Supplier (or a subcontractor) in relation to the Services may be or has been disclosed to or accessed by an unauthorised party, including where this may result or has resulted in the information being published, and must provide reasonable assistance to MPI as may be required to respond to or mitigate any breach.
- The Supplier will have or, put in place and maintain at all times during the term of the Contract a suitable plan to manage security capability that is fit for purpose and will promptly supply to MPI a copy of the plan/s, and/or a report on their implementation, if requested by MPI.
- The Supplier will upon request will provide, written evidence of the above and details, as reasonably requested, regarding the collection, storage and/or disposal of any

	<p>MPI information or information collected on behalf of the Ministry including any derived products.</p> <ul style="list-style-type: none">• The Supplier will, upon request, engage with MPI to identify the Supplier's current working practices and any documents or related procedures for information security and data privacy and, if required, work with MPI in good faith to agree practices and procedures to mitigate risks to MPI's information security and data privacy, such agreement not to be unreasonably withheld.• The Supplier must not permit any MPI data to be transferred, stored, or made available to any person, outside New Zealand, unless expressly authorised by MPI in writing in advance, which may be subject to conditions.
Attachments	None

Released under the Official Information Act 1982

APPENDIX: HEALTH AND SAFETY REQUIREMENTS

Select the appropriate set of clauses from the three options set out below (Low, Medium or High risk), and then delete the clauses not being used, and delete the headings in square brackets (e.g. "Low risk clauses"). The clauses may be modified but you should check with Legal before agreeing to any drafting changes. If you have changed any definitions in Schedule 1 or Schedule 2, you may need to cross-check the terminology in this Appendix.

You may also include specific health and safety reporting requirements (and/or a reporting template) in this schedule if you wish – see Schedule 2, clause 7.6. If you do include these, they should be placed in this Appendix after the health and safety

Released under the Official Information Act 1982

HEALTH AND SAFETY PROVISIONS

Low Risk H&S Clauses

1. DEFINITIONS AND INTERPRETATION

1.2. In this [Schedule 2] unless the context requires otherwise:

“**Agreement**” means this agreement including all schedules and attachments, and (if this is a master or panel agreement) includes all Statements of Work entered into under this agreement;

“**Contractor**” means “The Project Crimson Trust”;

“**Control measures**” has the same meaning as in Regulation 3 of the HSWA (GRWM) Regulations;

“**HSWA**” means the Health and Safety at Work Act 2015;

“**HSWA Legislation**” means the HSWA and includes all regulations made under that Act (including but not limited to the HSWA (GRWM) Regulations 2016), and any other health and safety-related legislation relevant to the Contractor’s supply of services to MPI;

“**HSWA (GRWM) Regulations 2016**” means the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016;

“**Worker**” has the same meaning as in section 19 of the HSWA;

“**Serious health and safety incident**” means a notifiable event within the meaning of HSWA that is:

- (a) The death of a person; or
- (b) A notifiable injury or illness

“**Term**” means the term of this Agreement.

1.3. Other terms used but not defined in this [Schedule 2] have the same meaning as in HSWA. References to clauses are to clauses in this Schedule, unless otherwise stated.

2. HEALTH AND SAFETY REQUIREMENTS

Compliance with Health and Safety Legislation and Directions

2.1 During the Term the Contractor will:

- a) Consult, cooperate and coordinate with MPI to ensure that the Parties each comply with their respective obligations under HSWA Legislation as they relate to this Agreement;
- b) Perform its, and ensure that its Workers perform their, obligations under this Agreement in compliance with the HSWA Legislation, including but not limited to:
 - Duties of a PCBU under SS36–43 of HSWA;
 - Obligations relating to the identification of hazards and implementation of control measures under the HSWA (GRWM) Regulations;
- c) Comply with all reasonable directions of MPI relating to health and safety, as notified to the Contractor from time to time, that are reasonably necessary to allow MPI to manage its duties as a PCBU;

Maintenance of Health and Safety Policies and Practices

2.2 During the Term the Contractor will:

- (a) Maintain a general health and safety policy and practices that are appropriate to the nature of the Services provided to MPI;
- (b) Comply with its own health and safety policy and practices, and ensure its Workers so comply.

Notifiable Events

2.3 During the Term the Contractor will notify all notifiable events occurring during delivery of the Services to MPI to WorkSafe NZ within the timeframe and in accordance with the requirements of HSWA.

2.4 Where a notifiable event has been notified to WorkSafe NZ, but not reported to MPI under clause 2.6, the Contractor will ensure it includes a summary of that notifiable event in the next available progress report submitted by the Contractor to MPI. This clause applies only if the Contractor is required under Schedule 1 to submit progress reports to MPI.

Health and Safety Reporting

- 2.5 During the Term the Contractor will comply with any health and safety reporting requirements outlined in Schedule 1.
- 2.6 Without limiting clause 2.4, the Contractor will, within one Business Day of becoming aware of the occurrence of a serious health and safety incident arising from the supply of the Services to MPI, report details of that incident to MPI in writing (including the name and position of any Worker involved, the nature and location of the incident, and the type and extent of the health and safety risk raised by the incident)

Health and Safety Audit and Inspection

- 2.7 MPI may, at any time during the Term:
 - (a) Require information or documentation from the Contractor in relation to any matter concerning the Contractor's health and safety performance or compliance in relation to the Services, or relating to a health and safety incident or risk; or
 - (b) Carry out a paper-based audit of the Contractor's health and safety system as it relates to the Services;
- 2.8 At any reasonable time during Business Hours, MPI may carry out a physical inspection of any place of work that the Contractor is using or intends to use in connection with the supply of Services to MPI.

Released under the Official Information Act 1982

SCHEDULE 1

HEALTH AND SAFETY TERMS

1.1 In this Schedule, unless the context requires otherwise:

“**Control measures**” has the same meaning as in regulation 3 of the HSW (GR&WM) Regulations 2016;

“**Health and Safety Management Plan**” means a written plan agreed between Project Crimson Trust and MPI for the management of risks and hazards relating to Project Crimson Trust’s delivery of services to MPI. A plan may be documented on a template supplied by MPI, or on Project Crimson Trust’s own template. If not completed on MPI’s template, then the plan must at a minimum include the following matters:

- (a) The H&S Risk Register, specific to the contracted work (including identified risks and mitigations, and assigned responsibilities for managing those risks).
- (b) Confirmation of how those risks will be communicated to workers.
- (c) Clearly assigned H&S roles & responsibilities for the Services being provided (the name of the person responsible, rather than position titles).
- (d) Details of regular meetings to discuss H&S matters relating to the Services being provided (this is a requirement for all high risk contracts).
- (e) Details of regular (min. monthly) reporting on H&S incidents (incl. near misses) & corrective actions.
- (f) Required Personal Protective Equipment (PPE), and assigned responsibility for checking equipment.
- (g) Any applicable Standard Operating Procedures (step-by-step instructions on key tasks) in place & how workers access these.
- (h) The name of any and all contractors, subcontractors and if applicable volunteers engaged to assist with the work (and how they will be managed by the contractor).
- (i) The H&S induction process for workers involved in the contract.
- (j) Identification of required training and/or certification to carry out the work (and confirmation of who checks training and/or certification has been completed).
- (k) Emergency procedures, specific to the contracted work.
- (l) Details on how the contractor’s H&S performance will be monitored.
- (m) The process agreed with MPI for regular consultation, co-ordination and co-operation with MPI on health and safety matters, related to the Services provided.

“**HSWA**” means the Health and Safety at Work Act 2015;

“**HSWA Legislation**” means the HSWA and includes all regulations made under that Act, including but not limited to the HSW (GR&WM) Regulations 2016), and any other health and safety-related legislation relevant to Project Crimson Trust’s supply of Services to MPI;

“**HSW (GR&WM) Regulations 2016**” means the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016.

“**Notifiable event**” means a notifiable event within the meaning of section 25 of the HSWA, including but not limited to the following situations as a result of work:

- (a) A death;
- (b) A notifiable illness or injury;
- (c) A Notifiable incident.

“**Notifiable incident**” means a notifiable incident within the meaning of section 24 of the HSWA.

“**PCBU**” means a person conducting a business or undertaking within the meaning of section 17 of the HSWA. For the purposes of this Agreement, both MPI and Project Crimson Trust are PCBUs and are required to consult, cooperate and coordinate their activities to meet their health and safety obligations to workers and others affected by the work in the delivery of the Services;

“**Term**” means the term of this Agreement.

“**Worker**” means an individual who carries out work in any capacity for a PCBU within the meaning of section 19 of the HSWA.

1.2 Other terms used but not defined in this Schedule have the same meaning as in HSWA.

2.

2.1 During the Term each of MPI and Project Crimson Trust will:

- (a) Consult, cooperate and coordinate activities with MPI to ensure that the Parties comply with their respective obligations under HSWA Legislation as they relate to this Agreement, including attending regular meetings with MPI to discuss health and safety matters;
- (b) Perform it's, and ensure its workers perform their, obligations under this Agreement in compliance with HSWA Legislation, including but not limited to the:
 - i. Duties of a PCBU under ss36–43 of HSWA;
 - ii. Duties relating to the identification of hazards and implementation of Control Measures under the HSW (GR&WM) Regulations;'
 - iii. Duties relating to the keeping of records under s57 of HSWA.

2.2 The Contractor will comply with all reasonable directions of MPI relating to health and safety as notified from time to time on any matters not addressed in MPI's or Project Crimson Trust's health and safety policy and procedures, or in the Health and Safety Management Plan.

2.3 MPI acknowledges that any Worker engaged by Project Crimson Trust's in the performance of the Services has a statutory right to cease or refuse to carry out unsafe work, as that term is defined under section 82 of the HSWA.

2.4 During the Term MPI may consult with Project Crimson Trust's on any concerns it has on any matters not addressed in Project Crimson Trust's health and safety policy and procedures. This includes where MPI considers there are new or increased risks or hazards or WorkSafe issues, applicable best practice guidelines or policies.

3. HEALTH AND SAFETY POLICIES, PRACTICES AND PLANS

3.1 During the Term Project Crimson Trust's will:

- (a) Maintain a general health and safety policy and practices that are appropriate to the nature of the Services provided to MPI;
- (b) Comply with its health and safety policy and practices, and ensure its Workers also comply; and
- (c) Consider any concerns raised by MPI under clause 2.4, and make changes to its health and safety documentation and procedures as it deems appropriate.

3.2 Within 10 Business Days after commencing the provision of Services contracted under this Agreement, Project Crimson Trust's will submit to MPI a draft written Health and Safety Management Plan which includes the information required in clause 1.1, identification of all health and safety risks arising from the contracted activities, and outlining how Project Crimson Trust's proposes to mitigate and manage these risks. MPI will have the opportunity to review and comment on the draft plan, and offer suggestions to Project Crimson Trust's

3.3 Having duly considered MPI's comments, Project Crimson Trust's will finalise the Health and Safety Management Plan within a further 10 Business Days (or such longer period as the Parties may agree in writing). The Parties must not unreasonably withhold their agreement to the Health and Safety Management Plan.

3.4 Where a Health and Safety Management Plan is in place, Project Crimson Trust's must comply, and ensure its Workers comply, with the plan. Project Crimson Trust's must also review and if necessary update the Health and Safety Management Plan at intervals no longer than every six (6) months, and

- (a) Following any serious incident; and/or
- (b) At any time Project Crimson Trust's or MPI reasonably considers that new or increased risks or hazards have arisen in the provision of Services.

3.5 If the Parties are unable to agree on the content of the Health and Safety Management Plan, then MPI in its sole discretion may:

- (a) Suspend or terminate all or part of the Services under this Agreement, either permanently or until such time as the Health and Safety Management Plan has been agreed between the Parties; or
- (b) Refer the matter to the dispute resolution clauses under this Agreement.

- 3.6 During the Term MPI may request any changes to Health and Safety Management Plan that MPI considers are reasonably necessary to manage any new or increased risks or hazards. Where new or increased costs would be incurred by the requested change, Project Crimson Trust's may seek an agreed variation to cover those costs. If the change to the plan cannot be agreed, then MPI may exercise any of the options set out in clause 3.5 above.

4. NOTIFYING EVENTS TO WORK SAFE NZ

- 4.1 During the Term Project Crimson Trust's will ensure that all Notifiable events occurring during delivery of the Services are duly notified to:
- (a) WorkSafe NZ in accordance with the requirements of section 56 of the HSWA; and
 - (b) MPI within one Business Day of becoming aware of the event.
- 4.2 Where Project Crimson Trust's notifies WorkSafe NZ of a Notifiable event, Project Crimson Trust's must report the event to MPI within one Business Day of becoming aware of the event (in accordance with clause 4.1) and in addition promptly provide a written summary of that Notifiable event and corrective actions identified to MPI.

5. REGULAR HEALTH AND SAFETY REPORTING TO MPI

- 5.1 During the Term Project Crimson Trust's will comply with the health and safety reporting requirements outlined **Appendix 1** to this Schedule.

6. NON-COMPLIANCE AND CORRECTIVE ACTIONS

- 6.1 If MPI becomes aware of a breach of HSWA Legislation or these health and safety clauses by the Contractor or its personnel or subcontractors in relation to the Services, MPI may, in its reasonable discretion, require the Contractor to do any one or more of the following:
- (a) Remedy any breach of the HSWA legislation or this Agreement;
 - (b) Suspend or terminate all or part of the Services under this Agreement, until such time as the breach has been remedied and/or the health and safety risk eliminated or managed (and during any such period of suspension MPI is not required to make payment to Project Crimson Trust's for the Services);
 - (c) If the breach relates to the acts or omissions of a subcontractor, direct Project Crimson Trust's to terminate or suspend the relevant subcontract;
 - (d) Make an amendment to the Health and Safety Management Plan to manage health and safety risks; and/or
 - (e) Refer the matter to dispute under [Schedule 2: General Terms (Dispute Resolution)].
- 6.2 In the event that Project Crimson Trust's fails to remedy a breach or take any other action required by MPI under clause 6.1, MPI may terminate this Agreement under [Schedule 2] of this Agreement. In this event, MPI's liability is limited to payment for Services performed in accordance with this Agreement up to and including the date on which MPI gave notice of the action required to be taken.

7. SUBCONTRACTORS

- 7.1 This clause applies in addition to any other clauses in this Agreement relating to Subcontractors.
- 7.2 MPI may, at any time during the Term, require Project Crimson Trust's to:
- (a) Conduct a health and safety pre-qualification process for all, or any particular, subcontractors Project Crimson Trust's proposes to use to deliver the Services; and/or
 - (b) Submit a Health and Safety Management Plan, or amend an existing Health and Safety Management Plan, to address specific health and safety risks posed by the proposed use of the subcontractor.
- 7.3 Project Crimson Trust's must ensure that prior to the delivery of Services by any subcontractor, the subcontractor has been advised of, and complies with:
- (a) Project Crimson Trust's health and safety policy and procedures;

- (b) The Health and Safety Management Plan relevant to the Services provided
- (c) Any specific site based health and safety issues in delivering the Services.
- (d) Any health and safety directions given by MPI to Project Crimson Trust's under clause 2.1(c).

8. RECORDS

8.1 Project Crimson Trust's must keep all records required under the HSWA (and promptly provide them on request to MPI).

8.2 In addition to any records required under HSWA, Project Crimson Trust's must keep records (and provide them on request to MPI) of:

- (a) Any health and safety incidents which have been investigated internally by Project Crimson Trust's, or by WorkSafe NZ, relating to the Services (and the outcome of such investigations);
- (b) Health and safety due diligence processes, and any associated documents, relating to the health and safety compliance and performance of subcontractors used for the Services.

9. HEALTH AND SAFETY AUDIT AND INSPECTION

9.1 MPI may, at any time during the Term:

- (a) Require Project Crimson Trust's to provide information or documentation in relation to any matter concerning Project Crimson Trust's health and safety performance or compliance in relation to the Services, or relating to a health and safety incident or risk; or
- (b) Carry out a paper-based audit of Project Crimson Trust's health and safety system as it relates to the Services;

9.2 At any reasonable time during Business Hours, MPI may carry out a physical inspection of any place of work that Project Crimson Trust's is using or intends to use in connection with the supply of Services to MPI.

Appendix 1: REGULAR HEALTH AND SAFETY REPORTING

Project Crimson Trust's health and safety reporting obligation comprise the following:

1. Notifiable events

As set out in clause 4.1(b), Notifiable events must be reported to MPI within one Business Day of Project Crimson Trust's becoming aware of the event. To clarify under clause 4.2 where WorkSafe has been notified Project Crimson Trust's must also promptly provide a written summary of that Notifiable event and corrective actions to MPI.

2. Contemporaneous reporting of serious incidents

Project Crimson Trust's must report any serious incident to MPI as soon as practicable.

A "serious risk incident" means any health and safety incident relating to the Services provided under this Agreement that has a potential for, or results in serious harm.

For all other contracted activities:

Serious incidents must be reported contemporaneously to your MPI Technical Liaison/Contract Manager via email or phone **and** via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz.

3. Critical risk incidents

The following critical risks apply to the Services provided under this Agreement:

- None identified.

For all other contracted activities:

Serious critical risk incidents must be reported contemporaneously to your MPI Technical Liaison/Contract Manager via email or phone **and** via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz.

All critical risk incidents must be reported monthly to MPI via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz.

4. Monthly summary of all incidents

In addition to other reporting requirements, Project Crimson Trust's must deliver a written monthly report to MPI summarising all health and safety incidents relating to the Services provided under this Agreement. The monthly report must include:

- (a) The identity of the project, response, long-term programme or other piece of work the incident-related to. Where this is not possible the incidents will be classified generally (i.e. general laboratory incidents).
- (b) Corrective actions identified for each critical risk incident and whether these have been implemented, including any corrective actions taken as a result of any MPI or WorkSafe NZ audit or investigation, or any internal investigation resulting from a Notifiable event.
- (c) Any instances [THE CONTRACTOR] becomes aware of where its Workers, in carrying out Services, have not complied with the requirements of this Agreement or HSWA in relation to health and safety, or have not complied with MPI's health and safety policy or practices, or those of Project Crimson Trust's;
- (d) Current status of any injured Workers; and
- (e) Any damaged property or environmental damage or pollution to the extent that it relates to a health or safety risk of the Services.

The monthly report must be delivered to [THE CONTRACTOR'S] MPI Technical Liaison/Contract Manager by the 30th day of each month (or nearest working day) during the Term.

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Schedule 2

Standard Terms and Conditions— Goods and Services

Length of Contract

1.1 **Start Date:** This Contract starts on the Start Date. Goods and Services must not be delivered before the Start Date.

1.2 **End Date:** This Contract ends on the End Date.

1.3 **Renewal:**

- a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
- b. If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

The Goods and Services

2.1 **Both Parties' obligations:** Both Parties agree to:

- a. act in good faith and honestly in their dealings with each other
- b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
- c. notify each other promptly of any actual or anticipated issues that could:
 - significantly impact on the Goods, Services or the Charges, and/or
 - receive media attention, and
- d. comply with all applicable laws and regulations.

2.2 **Buyer's obligations:** The Buyer must:

- a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier has reasonably requested to enable the delivery of the Goods and Services

- b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Goods and Services, within reasonable timeframes, and
- c. pay the Supplier the Charges for the Goods and Services in accordance with this Contract.

2.3 **Supplier's obligations:** The Supplier must:

- a. deliver the Goods and Services:
 - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time, and
 - 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 leading supplier in the relevant industry

-
- b. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Goods and Services
 - c. provide all equipment and resources necessary to deliver the Goods and Services, and
 - d. comply with the [Supplier Code of Conduct issued by the Procurement Functional Leader](#) (see www.procurement.govt.nz) and any other relevant codes of conduct listed in Schedule 1.

2.4 **Approved Personnel:** Where Approved Personnel have been agreed in Schedule 1, the Supplier must:

- a. use those Approved Personnel in delivering the Goods and Services, and
- b. obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.

2.5 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.

2.6 **Health, Safety and Security:** The Supplier must:

- a. consult, cooperate and coordinate with the Buyer regarding the Parties' overlapping obligations under, and what is required from the Supplier to assist the Buyer to comply with, the HSW Act as it relates to, or affects, the Contract
- b. comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the Contract
- c. comply with all reasonable directions of the Buyer relating to health, safety, and security, and
- d. report any of the following that applies to the Supplier or the Buyer, or relates to or affects the Contract:
 - notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and

- Protective Security Incident.

2.7 **Employment standards:** The Supplier must

- a. comply with its obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
- b. report any instances where the Supplier is being investigated by the Labour Inspectorate, or where the Supplier has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 2.7.a.

2.8 **Respect:** The Supplier must deliver the Goods and Services in a manner that:

- a. is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
- b. respects the personal privacy and dignity of all individuals.

Goods

- 2.9 The Supplier must supply Goods which meet the Description of Goods in Schedule 1, the requirements of this Contract, and which are supplied in accordance with orders from the Buyer.
- 2.10 The Supplier must deliver the Goods to the Delivery Address stated in Schedule 1, or such other address the Buyer specifies, on time, and for the Charges. It is essential that Goods are delivered on time.
- 2.11 The Supplier must notify the Buyer immediately in writing if the Supplier becomes aware of any actual or possible delay in delivery of the Goods.
- 2.12 If a warranty or maintenance obligation (including a warranty from a manufacturer) applies in relation to the Goods or any items incorporated into or supplied with the Goods, the Supplier must ensure that the benefit of the warranty or obligation is passed on to the Buyer.

Goods must satisfy criteria

- 2.13 The Goods must:
- a. be of merchantable quality and free from defects in design, materials or construction
 - b. be fit for the purposes for which they are intended to be used
 - c. comply with the Description of Goods stated in Schedule 1
 - d. comply with any sample of the Goods provided by the Supplier, except if the Buyer has agreed otherwise in writing
 - e. be new and unused, unless the Buyer has agreed otherwise in writing, and
 - f. be packaged so as to protect the contents and keep them clean, dry and in a new condition until they are first used, if appropriate.

Orders – Goods: If this Contract is for a one off purchase of Goods, the Supplier will supply the Goods specified in Description of Goods, Schedule 1.

If this Contract is for the ongoing supply of Goods, the Buyer may place orders for the Goods with the Supplier from time to time. Each order must:

- a. be in writing
- b. be sent by post, email, e-procurement system or other electronic means
- c. specify the volume and type of Goods ordered, and

d. be in any form that is agreed between the Buyer and the Supplier.

2.14 The Goods are supplied under the terms of this Contract. Any Supplier terms and conditions stated in its sales order form, delivery receipt, e-procurement system or elsewhere do not apply.

Charges and payment

3.1 **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Goods and Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.

3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:

- a. clearly show all GST due, if any
- b. be in New Zealand currency or the currency stated in Schedule 1
- c. be clearly marked 'Tax invoice'
- d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
- e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
- f. state the date the invoice was issued
- g. name this Contract and provide a description of the Goods and Services supplied, including the amount of time spent in the delivery of the Goods and Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate
- h. contain the Buyer's contract reference or purchase order number if there is one
- i. state the Charges due, calculated correctly, and
- j. be supported by GST receipts if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.

3.3 **Payment:** Subject to clauses 3.4 and 11.4(e), if the Buyer receives a valid tax invoice:

- a. on or before the 5th Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of that month, or
- b. after the 5th Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of the following month.

3.4 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:

- a. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed

- amount if required), and
- b. may withhold payment of the disputed portion until the dispute is resolved.

Contract management

- 4.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage the Contract, including:
 - a. managing the relationship between the Parties
 - b. overseeing the effective implementation of this Contract, and
 - c. acting as a first point of contact for any issues that arise.
- 4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

Information management

- 5.1 **Information and Records:** The Supplier must:
 - a. keep and maintain Records in accordance with prudent business practice and all applicable laws
 - b. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Goods and Services
 - c. make sure the Records are kept safe and are easy to access
 - d. give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
 - e. co-operate with the Buyer to provide information promptly if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations
 - f. make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier), and
 - g. make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal.
- 5.2 **Reports:** The Supplier must give the Buyer the reports, by the due dates, stated in Schedule 1.

The contractual relationship

- 6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 6.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

Subcontractors

- 7.1 **Subcontracting:** The Supplier must not enter into a contract with someone else to deliver any part of the Goods and Services without the Buyer's prior written approval.
- 7.2 **Supplier responsibilities:** The Supplier:
- a. must ensure that each Subcontractor is suitable and has the capability and capacity to deliver that aspect of the Goods and Services being subcontracted
 - b. must ensure that:
 - each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
 - any subcontract it enters into is on terms that are consistent with this Contract
 - c. is responsible for delivering the Goods and Services under this Contract even if aspects of the Services are subcontracted, and
 - d. is responsible for the acts and omission of any Subcontractor as if they were the acts and omissions of the Supplier.

Insurance

- 8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must:
- a. hold the insurance, with a reputable insurer, as specified in Schedule 1, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
 - b. provide a certificate confirming the nature of the insurance cover and proving that each policy is current, within 10 Business Days of any request from the Buyer.

Conflicts of Interest

- 9.1 **Avoiding conflicts of interest:** The Supplier:
- a. warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
 - b. must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

Resolving disputes

- 10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:
- a. a Party will notify the other if it considers a matter is in dispute
 - b. the Contract Managers will attempt to resolve the dispute through negotiation
 - c. if the Contract Managers have not resolved the dispute within 10 Business 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 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.
- 10.2 **Mediation:** 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 Resolution Institute
 - b. on the terms of the Resolution Institute Mediation Rules, and
 - c. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.
- 10.3 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.
- 10.4 **Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.
- 10.5 **Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless that Party requires urgent relief from a court.

Ending this Contract

- 11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
- a. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
 - b. does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.
- 11.2 **Buyer's termination for convenience:**
- a. The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
 - b. If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Goods and Services performed up to the End Date.
- 11.3 **Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- a. becomes bankrupt or insolvent
 - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - c. becomes subject to any form of external administration
 - d. ceases for any reason to continue in business
 - e. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business or the reputation or business of the Crown
 - f. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Goods and Services, the Buyer or the Crown, or
 - g. provides information to the Buyer that is misleading or inaccurate in any material respect.

11.4 **Termination for breach:**

- a. If a Party breaches this Contract (**defaulting Party**), the non-defaulting Party may give a default Notice to the defaulting Party.
- b. A default Notice must state:
 - the nature of the breach, and
 - the time and date by which it must be remedied.
- c. The period allowed to remedy the breach must be reasonable given the nature of the breach.
- d. The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party

does not remedy the breach as required by the default Notice.

- e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:
- withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
 - if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Goods and Services to the Buyer.

11.5 Supplier's obligations:

- a. On giving or receiving a Notice of termination, the Supplier must:
- comply with any conditions contained in the Notice, and
 - immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

11.6 Accrued rights: The termination or expiry of this Contract does not affect any rights of a Party which:

- a. arose prior to the End Date, or
- b. relate to any breach of this Contract that arose prior to the End Date.

11.7 Buyer's rights: Subject to clause 11.2(b), if this Contract is terminated the Buyer:

- a. will only be liable to pay Charges that were due for Goods and Services delivered before the effective date of termination, and
- b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Goods and Services or Deliverables that have not been provided.

11.8 Handing over the Services:

- a. The Supplier will provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Goods and Services to the Buyer or any person appointed by the Buyer during the term of this Contract and for a period of 10 Business Days after the End Date.
- b. If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Goods and Services, for a period of up to 3 months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

12.1 **Ownership of Intellectual Property Rights:**

- a. Pre-existing Intellectual Property Rights remain the property of their owner.
- b. New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created, and the Supplier agrees to do all things necessary to give effect to this clause 12.1(b).
- c. New Intellectual Property Rights that are not in the Deliverables will become the property of the Party that created them.
- d. The Supplier grants to the Buyer (as the Crown) a perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer to:
 - receive the full benefit of the Goods and Services and Deliverables, and
 - use, copy, modify and distribute the Deliverables.

12.2 **Supplier warranties:** The Supplier warrants that:

- a. it is legally entitled to grant the licence in clause 12.1(d), and
- b. the Crown's use of anything provided by the Supplier and incorporated in the Goods and Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party.

The Supplier's liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

Confidential Information

13.1 **Protection of Confidential Information:** Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:

- a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services
- b. if the other Party gives prior written approval to the use or disclosure
- c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
- d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

13.2 **Obligation to inform staff:** Each Party will ensure that its Personnel:

- a. are aware of the confidentiality obligations in this Contract, and
- b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

13.3 **Security:** Each Party will:

- a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties
- b. notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other Party's Confidential Information, and
- c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

Notices

14.1 **Requirements:** All Notices must be:

- a. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
- b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.

14.2 **Receipt of Notices:** A Notice will be considered to be received:

- a. if delivered by hand or sent by courier, on the date it is delivered
- b. if sent by post within New Zealand, on the 5th Business Day after the date it was sent
- c. if sent by post internationally, on the 9th Business Day after the date it was sent, or
- d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error, but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

Extraordinary Events

15.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.

15.2 **Obligations of affected Party:** 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 Contract
- 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 performance of this Contract.

- 15.3 **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

General

- 16.1 **Variations:** A Variation must be agreed by both Parties and recorded:
- a. in writing and signed by both Parties, or
 - b. through an exchange of emails, where the signatories or authors have delegated authority to approve the Variation.
- 16.2 **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the Goods and Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Goods and Services before this Contract was signed, whether they were oral or in writing.
- 16.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
- a. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
 - b. does not prevent that Party from exercising its rights at a later time.
- 16.4 **New Zealand law, currency and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.
- 16.5 **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities.
- 16.6 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Goods and Services, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 16.7 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 16.8 **No poaching:** During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the other's written consent, deliberately seek to employ or hire any person who is or has been employed by the other and involved in the delivery of the Goods and Services. This does not apply where a person has responded to a legitimate

advertisement.

16.9 **Clauses that remain in force:** The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information), 14 (Notices), 16 (General) and 17 (Definitions).

16.10 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:

1. a Variation
2. Schedule 1
3. any Attachment to Schedule 1, and
4. Schedule 2.

Definitions

When used in this Contract the following terms have the meaning beside them:

Attachment Any supplementary document named in Schedule 1 as an Attachment to this Contract.

Approved Personnel A person who is engaged by the Supplier to deliver the Goods and Services and is named in Schedule 1.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Buyer The Buyer is the Crown, also described as the Sovereign in right of New Zealand who acts by and through the government agency named as the Buyer in the Contract Details section.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Fees and any Expenses and Daily Allowances.

Confidential Information Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

Conflict of Interest A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- actual: where the conflict currently exists
- potential: where the conflict is about to happen or could happen, or
- perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2 and any other Schedule, and any Variation and Attachment.

Contract Manager The person named in Schedule 1 as the Contract Manager.

Crown The Sovereign in right of New Zealand and includes a Minister and a government department but does not include a Crown entity, or a State enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986.

Daily Allowance An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required in order to deliver the Goods and Services or to travel overnight away from their normal place of business, as agreed in Schedule 1.

Daily Fee Rate A fee payable for each day spent in the delivery of Goods and Services. A day is a minimum of 8 working hours.

Deliverables An output resulting from the delivery of the Goods and Services as stated in Schedule 1. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

End Date The earlier of the date this Contract is due to end as stated in Schedule 1, as may be extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date the Contract is to end.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Goods and Services and agreed to in Schedule 1.

Extraordinary Event 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.

Fees The amount payable to the Supplier for the time spent in delivery of the Goods and Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

Goods means the all goods and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

HSW Act means the Health and Safety at Work Act 2015.

Hourly Fee Rate A Fee payable for each hour spent delivering the Goods and Services.

Intellectual Property Rights All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

Milestone A phase or stage in the delivery of Goods and Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

New Intellectual Property Rights Intellectual Property Rights developed under this Contract or in the performance of the Goods and Services.

Notice A communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer or the Supplier, and together they are the **Parties**.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of the Goods and Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants and co-opted or seconded staff.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of, or independently from, this Contract.

Protective Security Incident A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information, or
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

Records All information and data necessary for the management of this Contract and the delivery of Goods and Services. Records include, but are not limited to, reports, invoices,

letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

Schedule An attachment to this Contract with the title 'Schedule'.

Start Date The date when this Contract starts as stated in Schedule 1.

Subcontractor A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

Supplier The person, business, company or organisation named as the Supplier in the Contract Details section.

Variation A change to any aspect of this Contract that complies with clause 16.1.

Released under the Official Information Act 1982

Appendix Two: Procurement Plan

[Project Crimson Trust funding for FIFA WWC 2023 \(Pūawānanga: Stars of our Native Forests\) Procurement Plan](#)

Released under the Official Information Act 1982



PROCUREMENT PLAN	C0035110 – Project Crimson Trust funding (Pūawananga)
To:	Sam Keenan, Acting DDG Te Uru Rākau – New Zealand Forest Service
From:	Ames Donovan, Team Leader – Native Afforestation Nursery Advice
Date:	05/05/2023

Related programmes or projects	<p>Related programmes or projects include: Project Crimson Trust's Trees for Schools contract C0035257</p> <ol style="list-style-type: none"> MBIE's <i>Puawānanga Programme</i> which will maximise the impacts and benefits of FIFA Women's World Cup 2023 for New Zealand The strategic goals of Te Uru Rākau – New Zealand Forest Service "<i>planting trees for a healthy environment</i>" The Fit for a Better World sustainability initiative "<i>refocusing our tree planting partnerships</i>"
Financial Authority	Maximum total estimated value over the life of the contract is \$100,000.
Associated Policy, Legislation, Guidelines etc:	MPI Procurement Policy MPI Procurement Procedures HR & Finance Delegations Capital Expenditure Guidelines Purchase Card Policy Guideline for Managing Health and Safety Risk in Contracting Guide to MPI's Overlapping Duties Framework MPI Organisational Risk Library – including Priority Critical Risks & Controls

REQUESTOR (BUSINESS OWNER)

Name	Role	Signature	Date
Ames Donovan	Team Leader – Native Afforestation Nursery Advice		05/05/2023

In submitting this document for approval, I confirm the following:

- To the best of my knowledge, there is no actual or potential current conflict of interest that will or may arise as a result of my involvement with this procurement.

(Note: If an actual/perceived conflict needs to be declared, please complete and attach a signed copy of a [Conflict of Interest Declaration](#) to this request.)

EXEMPTION INDEPENDENT ADVICE

Name	Role	Signature	Date
Tamsyn Rouse	Manager Procurement & Commercial Management		9/05/23

I support this exemption to MPI's Procurement Policy on the basis that there is only one supplier, for technical reasons there is no competition (Government Procurement Rules 14.9c)

By signing this document, I confirm that, to the best of my knowledge, there is no actual or potential current conflict of interest that will or may arise as a result of my involvement with this procurement.



ENDORSED

Name	Role	Signature	Date
Alex Wilson	Director Forestry Engagement and Advice		16.05.2023

By signing this document, I confirm that there is funding available under cost centre 1269 for this purchase.

I also confirm that, to the best of my knowledge, there is no actual or potential current conflict of interest that will or may arise as a result of my involvement with this procurement.

(Note: If an actual/perceived conflict needs to be declared, please complete and attach a signed copy of a [Conflict of Interest Declaration](#) to this request.)

APPROVAL

It is recommended that you approve the proposed procurement and process be carried out as proposed in this procurement plan.

Name	Role	Signature	Date
Sam Keenan	Acting DDG Te Uru Rākau- New Zealand Forest Service		17 May 2023

By signing this document, I confirm that, to the best of my knowledge, there is no actual or potential current conflict of interest that will or may arise as a result of my involvement with this procurement.

(Note: If an actual/perceived conflict needs to be declared, please complete and attach a signed copy of a [Conflict of Interest Declaration](#) to this request.)

1 BACKGROUND

- The FIFA Women's World Cup 2023 (FIFA WWC) will be held in New Zealand from 20 July - 20 August 2023. It will be the largest women's sporting event in history with an anticipated global broadcast audience between 1.2-1.6 billion. Government aims to maximise the impacts and benefits of the event for New Zealand.
- The Ministry of Business, Innovation and Employment (MBIE) is the lead government agency for this initiative and are coordinating the Crown FIFA team (government cross - agency response team). MBIE is the lead agency for the Crown for FIFA WWC. Minister Robertson is Lead Minister for the FIFA WWC and the Prime Minister is Ministerial Patron.
- In late 2022, Minister Robertson wrote to several of his colleagues, including the former Minister of Forestry, Minister Nash, stating that this will be the largest women's sporting event in history and we have a unique and unprecedented opportunity to drive significant benefits for New Zealand and for Kiwis. He also reiterated his expectation 'that all agencies will lean in and support this mahi for FIFA WWC 2023, from a delivery, resource and financial perspective, including identifying opportunities for funding.'
- The Department of Conservation in partnership with the Crown FIFA Project team have developed a concept for a native-tree planting project to commemorate the event – Pūawananga: Stars of our Native Forest.
- Several partners have now confirmed support including the Pūawananga Leverage and Legacy Fund (administered by MBIE) and Ministry for Primary Industries (through Te Uru Rākau – New Zealand Forest Service).
- This Pūawananga native tree planting initiative will be delivered by Project Crimson through their Trees that Count programme.
- This procurement plan follows a memorandum approved 13 December 2022 by the Deputy-Director General Te Uru Rākau to Request for Funding for FIFA Women's World Cup 2023 Planting Events. The memo recommended:



- i) To enter a contract with Project Crimson Trust to deliver a minimum 25,000 seedlings for the FIFA World Cup 2023 planting events.
 - ii) To support MBIE in their aspirations to maximise the impacts and benefits of FIFA Women's World Cup 2023 for New Zealand through their Pūawananga Programme.
 - iii) To manage the recommended investment of \$250,000 as a cost pressure prior to Cabinet decisions on 1BT returned funds.
8. The financial reprioritisation-put in place by MPI post cyclone Gabrielle in February 2023, means the option for funding to come from 1BT returned funds is no longer possible.
9. A revised funding maximum of \$100,000 was agreed with the DDG – Te Uru Rākau on 19 April 2023 and was confirmed with Project Crimson Trust on 21 April 2023.
10. In parallel, a variation to the Trees for Schools contract has been requested which recommends a 15,000 tree allocation from the 50,000 funded native trees to contribute to the Pūawananga Stars of our Native Forests Project. This ensures that the original Te Uru Rākau – New Zealand Forest Service commitments are met, with no additional costs incurred.

2 WHAT WE ARE BUYING AND WHY

- 2.1 The objective of this procurement is to award a contract for the purchase and planting a minimum of 10,000 seedlings that align with FIFA WWC events across the country at a value of \$100,000.
- 2.2 Under this Agreement the Contractor will:
- a) Coordinate planting events across the country that will align with the FIFA World Cup programme and provide:
 - Communities with the opportunity to participate in native tree planting efforts
 - Opportunities for the community to engage in FIFA WWC-related events
 - b) Utilise the project to deliver strategic objectives shared by both organisations and to maximise and build upon the expertise and skills of each organisation.
- 2.3 The expected benefits and outcomes of this procurement are to support MBIE to leverage the FIFA WWC to achieve sustainability, conservation, and community engagement outcomes, as well as raising the visibility of women in sport, and celebrating our female sporting heroes.
- 2.4 The planting project will be high profile and reach many regions of the country providing opportunities for many New Zealanders to pick up a spade and plant a tree. This has secondary benefits of raising the profile of the work we do within Te Uru Rākau – New Zealand Forest Service and supports our wider social licence.
- 2.5 This project is comparable to the Living Legends project in 2011 and offers the opportunity for further proof of concept for tree planting partnerships to offset large events, sporting and otherwise into the future, offsetting carbon emission for travel etc.
- 2.6 Goods, services or works that are not in-scope for this procurement include business as usual and growing of native trees.

3 BROADER OUTCOMES

- 3.1 This procurement is required to consider and incorporate broader outcomes as defined in the Government Procurement Rules. Broader outcomes are the secondary benefits that are generated by the way a good, service or works is produced or delivered. These outcomes can be social, environmental, cultural or economic benefits, and will deliver long-term public value for New Zealand.



3.2 Broader outcomes require you to consider not only the whole-of-life cost of the procurement, but also the costs and benefits to society, the environment and the economy. The Broader Outcome considered for this procurement is Increasing access for NZ businesses.

3.3 MPI will be seeking businesses who can show:

- a. social enterprises (Increasing access for NZ businesses):
 - i. **Purpose:** the social, cultural and environmental mission provides a public or community benefit and is the primary purpose of the organisation.
 - ii. **Trading:** most of the income is from trading a good and/or service.
 - iii. **Reinvestment:** most of either expenditure or profit is spent in the fulfilment of the purpose of the organisation.
- b. being regionally based (Increasing access for NZ businesses)
- c. on the completion of the contract the ongoing effect of the trees being planted will contribute to reduced emissions.

3.4 The awarded contract will include the stated broader outcome requirements and its deliverables. This awarded contract will also seek the supplier to, where possible, use sub-contractors that deliver the broader outcomes above, such as hapu/marae/community nurseries. This contributes to MPI's indirect spend contributing to supplier diversity and broader outcomes through procurement.

4 SUPPLY MARKET ANALYSIS

4.1 There is currently no All-of-Government, syndicated or other collaborative contract that can meet this requirement.

4.2 There is no external market for the services you wish to procure due to Project Crimson Trust providing the country's only tree marketplace, which connects individual funders to planting projects at a national level.

5 PROCUREMENT APPROACH

5.1 The recommended approach to market is a non-competitive contract.

5.2 This procurement will comply with [MPI's Procurement Policy](#) and the [Government Procurement Rules](#).

6 EXEMPTION

6.1 The exemption from open/closed advertising is being sought due to the absence of other suppliers who operate nationally who could deliver the project within the timeframe.

6.2 The recommended approach is direct engagement and award to Project Crimson Trust, who has a long-standing strategic partnership with Te Uru Rākau – New Zealand Forest Service. Project Crimson Trust is a trusted delivery partner that has been the recipient of Te Uru Rākau – New Zealand Forest Service funding on multiple occasions, including \$6.5m for the establishment of the Trees That Count marketplace and \$650,000 for Trees for Schools (the contract for which a variation is being sought to enable alignment to Pūawananga: stars of our Native Forests).

6.3 Project Crimson Trust has the capability to deliver the required services within the required timeframe and are the country's only tree marketplace provider (Trees That Count) that can connect individual funders to planting projects at a national level.

6.4 Exemption from open advertising based on Rule 14.9(c) Only one supplier. For technical reasons there is no actual competition. This includes:

- There is a need to match with an existing supply chain and event function which includes planting events.
- There are niche logistics required to deliver this programme. The chosen supplier has over time built up their stakeholder relationships and is uniquely positioned to leverage of their national network.



- They are required to source under limited supply options due to time constraints and the scarcity of plants due to Cyclone Gabrielle.

7 DATA SECURITY, PRIVACY AND INFORMATION CONSIDERATIONS

- 7.1 MPI is responsible for how we collect, use, share and manage all information and data including personal information, and for ensuring it is kept secure. How we manage the data and information we gather, and use is fundamental to ensuring public trust, maintaining the integrity of the public service, and supporting our ability to deliver services to New Zealanders and businesses in order to protect and grow New Zealand. This also applies where MPI employs or contracts someone (individual or organisation) to collect, use or process information and data including personal or confidential information on our behalf to support our regulatory or administrative functions. Where we contract out work to another organisation, including where they may subcontract out to another entity (whether in New Zealand or any other country), we remain accountable for how they manage any information and data including personal or confidential information on our behalf.
- 7.2 The work being undertaken by the successful supplier may include capture and storage of personal and/or privacy related information. We are unsure what information the tool will capture. If the information includes personal information MPI will endure the appropriate Data Security and privacy Steps are undertaken in due diligence and contracting.
- 7.3 It is expected that any data being collected will be provided to MPI on an ad-hoc basis over the life of the contract.
- 7.4 In order for MPI to meet its obligations to ensure that any data and information and in particular information relating to individuals, is carefully managed, the proposed supplier will be asked to provide information on:
- Policies, processes and procedures for accessing of information and data provided to them or collected by them by their employees or subcontractors.
 - How any product produced by them as part of the engagement will be stored within MPI's system and/or systems directly controlled by the supplier.
 - Process they use or will use to obtain MPI's permission for the release of information by third parties, including by third party ICT suppliers.
 - How they secure, maintain or will maintain any non-MPI systems where they store and/or process the data and information related to the proposed engagement to ensure only their appropriate staff, including any subcontractors have access to the information held by the supplier.
 - In addition, respondents will be required to certify that any information provided to them or held by them or product they produce because of the engagement will only be processed within New Zealand and that no data will be taken offshore without prior written approval by MPI. Finally, respondents will be advised that upon completion of the engagement or upon request by MPI, they will be obligated to ensure that all information provided to them by MPI, including any copies (physical or digital) be returned to MPI and/or securely destroyed to ensure no reasonable likelihood of reconstruction can occur.

8 HEALTH AND SAFETY CONSIDERATIONS

- 8.1 The Health and Safety (H&S) risk for this procurement is Low.
- 8.2 Under the Health and Safety at Work Act 2015, MPI is a "person conducting business or undertaking" (or PBCU). As a PBCU, MPI has a primary duty to ensure, so far as practicable, the health and safety of:
- its own employees.
 - other workers whose activities it influences or directs (e.g. contractors and their staff).
 - other persons who could be affected by its work (e.g. visitors and the public).

As part of meeting this obligation, MPI considers the health and safety aspects of any work it intends to engage a contractor to carry out. This includes ensuring that the businesses it engages have appropriate processes



in place to mitigate and manage the health and safety risks associated with the work they have been engaged to do.

- 8.3 Any contract awarded that is classified as high risk will include the requirement of a Health & Safety plan to be developed during the project planning phase. This would need to include all the requirements of the MPI H&S Checklist.

9 RISK

- 9.1 Overall this procurement is deemed high value, low risk.

- 9.2 Key risks to be managed:

Risk	Mitigation	Responsible	Who is to be consulted
Seedling availability across the regions.	Project Crimson Trust has good connections with nurseries and has confirmed that they can meet seedling volumes.	Ames Donovan, Team Leader – Native Afforestation Nursery Advice	Project Crimson
The exemption would create a false belief that MPI is limiting the competitive tendering opportunities within the market and stifling competition	If the exemption is granted a GETS notice shall be published documenting the decision.	Procurement	Ames Donovan, Team Leader – Native Afforestation Nursery Advice

10 BUDGET & FINANCIAL IMPACT

- 10.1 The approved budget for this procurement is up to \$100,000 excluding GST over financial year/s 2022/23 and 2023/2024.
- 10.2 All expenditure will be approved by the DFA for cost centre 1219.

11 NEGOTIATION/ CONTRACT MANAGEMENT

- 11.1 The MPI Contract Manager will be Ames Donovan, Team Leader – Native Afforestation Nursery Advice. The Contract Manager will be responsible for monitoring the supplier performance, reporting and delivery of agreed milestones.
- 11.2 The contract will include:
- Project inception meeting;
 - Regular reporting, milestones and project meetings;
 - A draft final report for MPI feedback and final report; and
 - A project close out meeting.
- 11.3 The Contract Agreement that will be used is MPI Services Model Contract.
- 11.4 The term of the contract is expected to be one year from signing of the contract.



- 11.5 The Procurement Specialist will draft the contract in liaison with the project team. Any requested deviations from standard terms and conditions will be reviewed and negotiated by the Procurement Specialist in liaison with MPI Legal, as required.
- 11.6 Financial management and supplier payments will be managed by Te Uru Rākau – New Zealand Forest Service. A Purchase Order(s) will be raised following signing of the contract. Goods and services will be receipted against the Purchase Order(s) upon delivery of the goods/services following Ames Donovan confirming the required standards are met.
- 11.7 The timeframes for delivery are outlined in clauses 4.4 and 4.7 of the contract C0035110. Specific reporting requirements are outlined in clause 4.7 of the contract.
- 11.8 Payment will be based on the supplier's successful completion of milestones as detailed in the Agreement.
- 11.9 New intellectual property arising as a result of the Contract will be the property of MPI.
- 11.10 Lifting Health & Safety Capability (Broader Outcome):
- a. Consider longer term contracts to support suppliers to invest in H&S risk control.
 - b. Consider including milestones and associated payments for H&S capability uplift in contracts with small and medium enterprises
 - c. Consider what can be done to lift the H&S performance of a supplier who can't immediately meet MPI's organisational H&S risk controls and develop a clear plan on how and when the supplier will come to this standard. If you need to do this, you must seek regular assurance from the contractor that the risk control plan is being completed.
 - d. Ensure an appropriate H&S Management Plan and Risk Register is in place before work commences that controls risks to health and safety at least as well as MPI's organisational health and safety risk controls, and review/update it regularly with the supplier.
 - e. Work with suppliers to ensure that they have appropriate systems and processes in place to manage overlapping H&S duties with other parts of the supply chain, and provide assurance of this to MPI.
 - f. Work with the supplier to monitor and manage our contractual and legislative H&S commitments.
- 11.11 Results of all procurements over \$100,000 will be notified on the Government Electronic Tender Services ([GETS](#)) website by the Procurement Specialist.

12 COMMUNICATIONS & PUBLICATIONS

- 12.1 Ames Donovan, the project lead, will be the key person to advise on internal and external communications.
- 12.2 A communications plan will not be required for this procurement.
- 12.3 A Kotahi story and external communications may be released once this work is complete.



MEMORANDUM TO THE DEPUTY DIRECTOR-GENERAL

To: Jason Wilson, Deputy Director-General

From: Alexandra Wilson, Director Forestry Engagement and Advice

Request for Funding for FIFA Women's World Cup 2023 Planting Events

Date	13 December 2022
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Decision required	Date decision required by
YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	16 December 2022

Recommendations
Agree to enter into a contract with Project Crimson Trust to deliver 25,000 seedlings for the FIFA World Cup 2023 planting events.
Agree to support MBIE in their aspirations to maximise the impacts and benefits of FIFA Women's World Cup 2023 for New Zealand through their <i>Puawānanga</i> Program.
Agree to manage the recommended investment of \$250,000 as a cost pressure prior to Cabinet decisions on 1BT returned funds.
Note <i>Puawānanga</i> would support the FIFA Women's World Cup but that FIFA cannot, at this stage, be directly connected to the project due to IP.
Note <i>Puawānanga</i> will contribute to the wider Government outcomes to leverage the FIFA event and aligns with Te Uru Rākau – New Zealand Forest Service's business plan to support more tree planting.

Contact for discussion (if required)		
Name	Position	Contact number
Alex Wilson	Director Forestry Engagement and Advice	9(2)(a)
Marion Schrama	Manager Sector Partnerships	
Jessica Law	Senior Adviser Matariki Tu Rākau	

Key messages

The purpose of this memorandum is to seek your agreement to enter into a Contract for Services with Project Crimson Trust to the value of \$250,000. This funding will be used to purchase 25,000 seedlings for 10 planting events which will celebrate the FIFA Women's World Cup in winter 2023.

MBIE will contribute towards the event costs and site preparation through other funding streams such as corporate sponsorship. MBIE and the Department of Conservation (DOC) are currently in discussions with corporate businesses and charities who may support the project, but these contributions are not yet confirmed.

Background to the FIFA Women's World Cup 2023

1. The FIFA Women's World Cup 2023 (FIFA WWC) is a large event for New Zealand, and it is the aim of the Government to maximise the impacts and benefits of the event for New Zealand.
2. The FIFA WWC will be held in Australia and New Zealand from 20 July – 20 August 2023. This will follow an earlier playoff tournament in February.
3. The tournament is made up of 32 teams who will play in four New Zealand host cities (Auckland, Hamilton, Wellington and Dunedin) and five host cities in Australia.
4. New Zealand will host the opening game and opening ceremony and two quarterfinals and a semi-final (a total of 24 group matches and 5 knock-out matches).
5. The FIFA WWC will be the largest women's sporting event in history.
6. The anticipated global broadcast audience is between 1.2-1.6 billion across 205 territories. The global audience for the FIFA WWC in 2019 was more than twice that of the 2019 Men's Rugby World Cup in Japan.

Proposal of the FIFA WWC planting event (*Puawānanga*)

7. *Puawānanga* (the Crown's outcome framework for the tournament which was set up collaboratively across Government and is led by MBIE refer Appendix One) is the Government's program to leverage the FIFA WWC event. It is important to note that, without specific engagement and agreement from FIFA, the planting project will not be able to use the name or the IP of the tournament. We will be supporting and celebrating the FIFA WWC rather than directly being part of it (refer Appendix Two for relationship diagram).
8. MBIE (the Major Events team) is the lead agency for the Crown for FIFA WWC. MBIE does not deliver any projects but coordinates and connects across Crown agencies to ensure the operational delivery of the tournament and to maximise the benefits for New Zealand and New Zealanders. MBIE is exploring the concept for a native-tree planting project as part of Crown's leverage and legacy programme – *Puawānanga*.
9. MBIE has requested Project Crimson Trust coordinate the planting project and have approached Te Uru Rākau – New Zealand Forest Service for funding support. The

intention is to deliver a programme similar to the national tree planting programme that took place for the Rugby World Cup in 2011 called “Living Legends.” Living Legends was a partnership between Project Crimson Trust, The Tindall Foundation, DOC and Meridian. The programme saw 170,000 trees planted over three years and celebrated living ex-All Blacks.

10. The aim of the project is to leverage the FIFA WWC to achieve sustainability, conservation and community engagement outcomes, as well as raising the visibility of women in sport, and celebrating our female sporting heroes.
11. Native trees will be planted around the country by volunteers and Kiwi female sporting heroes in the lead up to, during, and after, the tournament.
12. As a national project with a regional focus, the planting project will be designed to help engage people in the tournament, encouraging them to learn about, celebrate, and engage with our wāhine toa athletes.
13. It will also help New Zealanders learn about sustainability, conservation and responsible tourism (e.g. contributing positively to the country you are visiting by planting trees to help offset the impact of flying to New Zealand).
14. Planting sites will likely be in host cities (Auckland, Hamilton, Wellington and Dunedin), and potentially in training base regions (Napier, Tauranga, Rotorua, Christchurch, Palmerston North) and will be dedicated to and championed by our country’s female football and sporting heroes.
15. The concept is in its early stages, so details such as the exact number of native trees, and the number and location of planting sites still need to be worked through with potential partners.
16. As a legacy project, while it will start in the lead-up to FIFA WWC, it may continue for a year or two afterwards – depending on the budget and priorities of *Puawānanga*. However, the \$250,000 provided by Te Uru Rākau – New Zealand Forest Service will enable Project Crimson Trust to purchase trees for the planting events between 20 July and 20 August 2023 and will need to be spent by 30 June 2023.
17. It will be a key conservation and sustainability project, with strong community engagement and social connectedness.

Why should Te Uru Rākau – New Zealand Forest Service support the FIFA WWC planting events?

Alignment to the key portfolios (Tourism and Forestry) for Minister Nash and Government’s wider support for Puawānanga

18. MBIE is the lead agency for the Crown for FIFA WWC. Minister Robertson is Lead Minister for the FIFA WWC and the Prime Minister is Ministerial Patron.
19. Minister Robertson has written to a number of his colleagues, including Minister Nash, reiterating this will be the largest women’s sporting event in history and we have a unique and unprecedented opportunity to drive significant benefits for New Zealand

and for Kiwis. He also reiterated his expectation *'that all agencies will lean in and support this mahi for FIFA WWC 2023, from a delivery, resource and financial perspective, including identifying opportunities for funding.'*

20. This project will form part of Crown's all of government FIFA Leverage and Legacy programme to drive outcomes for Aotearoa and maximise the benefits for New Zealand and New Zealanders.

Alignment with our business plan to 'support more tree planting' and provide access for New Zealanders to plant

21. The planting project will be high profile and reach many regions of the country providing opportunities for many New Zealanders to pick up a spade and plant a tree. This has secondary benefits of raising the profile of the work we do within Te Uru Rākau – New Zealand Forest Service and supports our wider social licence.
22. Te Uru Rākau – New Zealand Forest Service have proven experience in leading community planting initiatives. Examples include the Matariki Tu Rākau programme which has enabled communities to plant more than 850,000 native trees over the past four years, the Arbor Day Fund with funding support from the Arbor Day Foundation which enabled 32,590 native trees to be planted in the Nelson region this year and our ongoing partnership with Project Crimson Trust to deliver Trees for Schools project.
23. This project will be delivered similar to the Living Legends project in 2011 and offers the opportunity for further proof of concept for tree planting partnerships to offset large events, sporting and otherwise into the future, offsetting carbon emission for travel etc. This concept would need to be explored with MBIE and partners such as the Arbor Day Foundation to ensure projects could be funded in a sustainable way in the future.

Connecting with our customers

24. Whilst there is no direct reference to FIFA WWC through this project, due to the IP restrictions, the link to planting trees with female sporting heroes during the tournament will enable us to leverage our brand in a positive way.
25. MBIE will explore with FIFA how the project will be permitted to be promoted. Examples of promotion wording that may be permitted to be used include *'running alongside the FIFA WWC'* or *'celebrating the FIFA WWC'*. The actual wording will need to be confirmed with FIFA early in the new year once the funding has been secured for the project to go ahead.
26. The project also offers opportunities for storytelling. For example:
 - a) Celebrating female athletes who are at the top of their game and in many cases are currently not well known in New Zealand.
 - b) Showcasing international manuhiri coming to New Zealand for FIFA who can leave their legacy in New Zealand by planting a tree.
 - c) Profiling community planting events that help the conservation estate of Aotearoa and the environment through offsetting carbon in the process.

- d) Highlighting events that bring volunteers and communities together to plant native trees and celebrate our female sporting heroes around the country.

Project costs and our offerings

27. Project Crimson Trust anticipate the project to cost \$918,000.00 excluding GST. This figure is based on;

Total cost of trees (estimated at 3000 seedlings, 18 sites @ \$10 per seedling)	\$540,000
Total event costs (for up to 18 events)	\$108,000
Other costs for site preparation, weed control, plant guards and mulch where required	\$270,000
Total Cost	\$918,000

28. Based on the above budget and following discussions with our finance team, it was decided that if Te Uru Rākau – New Zealand Forest Service supports this project, it is appropriate to contribute funding for trees, which aligns with our strategic goals to support more tree planting.
29. Project Crimson Trust suggested planting 3,000 trees at 18 planting locations across the country, equating to 2 events in each host city and training base region.
30. We suggest, due to budget allowance, to support the funding of 2,500 trees at 10 planting locations across the country, equating to 1 event in each host city (2 in Auckland) and training base region.
31. This will reduce the total cost of trees from \$540,000 to \$250,000 while continuing to provide access for all participating cities to be involved.
32. MBIE will contribute towards the running of events and site preparation through other funding streams such as corporate sponsorship.
33. DOC and MBIE have been engaged in funding conversations. These are quite far advanced however contributions are not yet confirmed.
34. It has been discussed with MBIE that if Te Uru Rākau – New Zealand Forest Service contributes to the cost, full disclosure of other contributors would be a requirement prior to us committing funds.
35. If approved, we will enter into a contract for services with Project Crimson Trust subject to additional partners being appointed by MBIE and approved by Te Uru Rākau – New Zealand Forest Service.
36. Funding this project will benefit Te Uru Rākau – New Zealand Forest Service through brand exposure, Ministerial announceables and engagement with more people to promote tree planting.

Risks and Issues

37. The following risks and issues have been identified with supporting this project.
- a) FIFA WWC may not align with this project and if this occurs, we will not be able to use their IP. The planting project aligns closely to the FIFA sustainability plan however approval has not yet been given for the project to be connected directly to the FIFA WWC. MBIE are working directly with FIFA to get confirmation on this connection. The project will still go ahead whether connected to FIFA or not.
 - b) Confirmation of sponsors/funders will be required before the end of the year, for the project to secure plant orders.
 - c) Seedling availability across the regions. Project Crimson Trust has good connections with nurseries around New Zealand which will reduce this risk.

Finances

38. A Cabinet paper is being prepared requesting that a portion (\$250,000) of the 1BT returned funding is allocated to this project. MBIE has requested confirmation of funding prior to the end of the 2022 to enable trees to be ordered and paid for this financial year.
39. Note that the timing of the draft Cabinet paper and possible additional funds does not align with MBIE's timeframes.
40. Should the 1BT returned funds not be approved, the Finance Team is comfortable that this funding can be internally managed as a cost pressure risk for 2022/23 within the Sector Partnerships Team.
41. We are seeking your approval to manage the costs as a cost pressure prior to Cabinet decisions on the 1BT returned funds.
42. Should the 1BT returned funds be confirmed in 2023, this will be allocated to the project to alleviate that cost pressure risk.
43. The option of supplying plants (rather than sponsorship to purchase plants) was considered, however feedback was that local regions wanted to plant locally raised seedlings. This option could be explored further for planting events in Rotorua and Tauranga.
44. The delegation for the Contract for Services will sit with the Deputy Director General, Te Uru Rākau – New Zealand Forest Service.

Next steps

45. We will enter into an agreement with MBIE to confirm the details of supporting their aspirations to maximise the impacts and benefits of FIFA WWC for New Zealand through their Puawānanga Program.

46. Subject to your approval, we will then enter into a Contract for Services with Project Crimson Trust, to the value of \$250,000 to fund the purchase of 25,000 trees to be planted in 2023 to leverage the FIFA WWC.

Recommendations

47. It is recommended that you:

- a) **Agree** to enter into a contract with Project Crimson Trust to deliver 25,000 seedlings for the FIFA World Cup 2023 planting events. ~~YES/NO~~
- b) **Agree** to support MBIE in their aspirations to maximise the impacts and benefits of FIFA Women's World Cup 2023 for New Zealand through their *Puawānanga* Program. ~~YES/NO~~
- c) **Agree** to manage the recommended investment of \$250,000 as a cost pressure prior to Cabinet decisions on 1BT returned funds. ~~YES/NO~~
- d) **Note** *Puawānanga* would support the FIFA Women's World Cup WWC but that FIFA cannot, at this stage, be directly connected to the project due to IP. ~~YES/NO~~
- e) **Note** *Puawānanga* will contribute to the wider Government outcomes to leverage the FIFA event and aligns with Te Uru Rākau – New Zealand Forest Service's business plan to support more tree planting. ~~YES/NO~~



Alexandra Wilson
Director
Forestry Engagement and Advice



Jason Wilson
Deputy Director-General
Te Uru Rākau – New Zealand Forest Service

13 / 12 / 2022

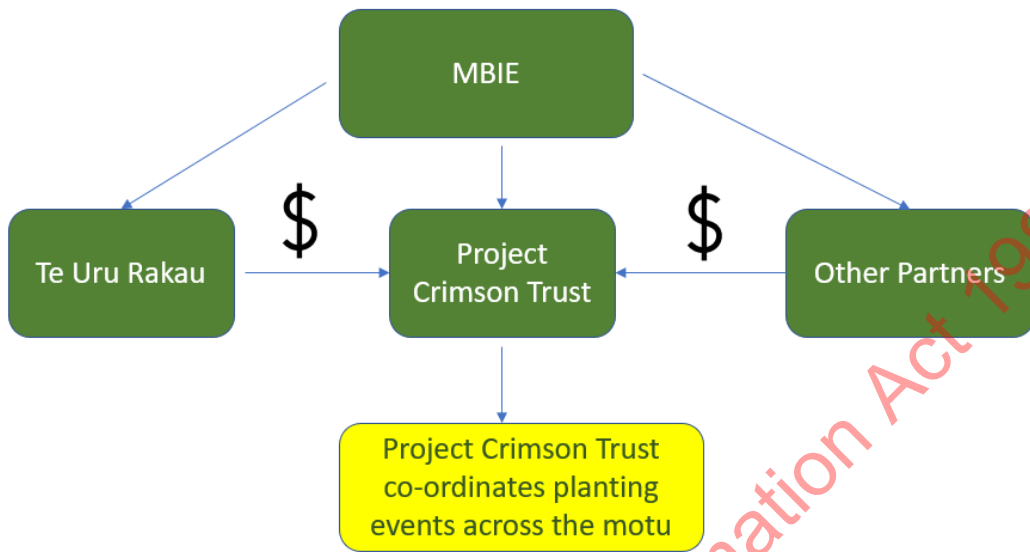
Deputy Director-General's comments

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Appendix One: Puawānanga

<h1 style="text-align: center;">Puawānanga</h1> <p style="text-align: center;">Maximising the impacts and benefits of FIFA Women’s World Cup 2023 for Aotearoa New Zealand</p>				
<p>FIFA Tournament Vision Uniting the world through a unique experience that will inspire people and transform lives.</p>		<p>FIFA Tournament Mission Showcase the world’s best female players, engage audiences with a world class event, exceptional storytelling and blaze a trail for women’s empowerment.</p>		<p>Crown’s Hosting Mission Through the world’s largest women’s sporting event – celebrate and empower women and girls in Aotearoa New Zealand, embraces our visitors and tell our story to the world.</p>
<p>NEW ZEALAND STORY VALUES</p>	<p>Pōtikitanga Our curious, ingenious, and adventurous spirit.</p>	<p>Tiaki Our drive to care for people, place and planet for our future.</p>	<p>Manaaki We warmly welcome others and build relationships based on respect, care and reciprocity.</p>	<p>Pono Acting with integrity, honesty, and transparency.</p>
<p>OUR KAUPAPA – CROWN WAYS OF WORKING</p>	<p>Mahi lahi We work in unity.</p> <p>Whakapuāwai We nurture success.</p>	<p>Kohahitanga We value partnerships to achieve the best outcomes.</p> <p>Kaihiakitanga We actively care for our place, our environment, and our people.</p>		
<p>OUR POU</p>	<p>Mana wāhine Women and Girls</p>	<p>Te Tangata Thriving Communities</p>	<p>Te Ao Together with the World</p>	<p>Ōhanga Prosperity</p>
<p>TE AD MĀORI OBJECTIVE</p>	<p>The strength of wāhine Māori is recognised and upheld.</p>	<p>Collective strength benefits everyone.</p>	<p>Sharing culture and building connections.</p>	<p>Stimulating enterprise contributes to prosperity.</p>
<p>CONNECTION TO STORYTELLING</p>	<p>A celebration of women and girls in sport and wider society.</p>	<p>A celebration of the people and places that make Aotearoa New Zealand unique.</p>	<p>Enhancing international relationships and partnerships that have ongoing benefits for Aotearoa New Zealand and our people.</p>	<p>Delivering benefits for Aotearoa New Zealand and New Zealanders from the Government’s investment in the event.</p>
<p>OUTCOMES</p>	<ul style="list-style-type: none"> ƒ Increased women and girls’ participation and engagement in football, sport and active recreation in Aotearoa New Zealand and the Pacific. ƒ Increased visibility of, and value placed on, women in sport and wider society. ƒ More women and girls are leading, working, coaching and volunteering in sport and the community. ƒ Increased opportunities for wāhine Māori to deliver cultural-based initiatives around the tournament. 	<ul style="list-style-type: none"> ƒ Tamariki and rangatahi are inspired to enhance their wellbeing and reach their potential through sport ƒ Ensure all New Zealanders can be part of or feel a connection to the event. ƒ People feel a greater sense of belonging and connectedness through the tournament. ƒ Teams and their communities feel welcomed, celebrated and part of Aotearoa New Zealand. 	<ul style="list-style-type: none"> ƒ Improved national and international connections and relationships. ƒ Improved international awareness of The New Zealand story. ƒ Increased awareness and interest of Aotearoa New Zealand as a tourism destination. ƒ Increased profile of Māori and Māori culture on the world stage. 	<ul style="list-style-type: none"> ƒ Increased economic benefit from investment, trade and employment. ƒ Increased access to quality community sporting facilities. ƒ ~30,000 international visitors are welcomed to Aotearoa New Zealand through the tournament.* ƒ Enhanced international reputation as a major events host. ƒ Increased global exposure for Māori businesses. *subject to Draw
<p>SHORT-TERM ASPIRATIONS</p>	<ul style="list-style-type: none"> ƒ Tell the story of wāhine and wāhine Māori in Aotearoa, showcasing notable New Zealand firsts. ƒ Leverage ambassadors, sporting heroes and role models to inspire the next generation. ƒ Celebrate and grow the legacy of wāhine and leadership, through sport, business and the community. ƒ Increase access to quality sports facilities that meet the needs of women and girls. ƒ Celebrate and enhance the role of wāhine Māori in helping shape a new future. ƒ Encourage Māori events, to ensure cultural experiences are available to manuhiri (visitors) and encourage generational participation. ƒ Increase opportunities for wāhine Māori to deliver cultural-based initiatives around the tournament. 	<ul style="list-style-type: none"> ƒ Celebrate and showcase Aotearoa New Zealand’s unique identity. ƒ Act as responsible guardians of our land, environment and people through sustainable partnerships and practices. ƒ Raise the profile of the Tiaki Promise. ƒ Enable the diverse communities of Aotearoa New Zealand to engage with the tournament. ƒ Partner with Football to maximise participation and engagement outcomes. ƒ Create connections and engagement with tangata whenua to enrich outcomes for Māori. ƒ Support and enhance tournament sustainability initiatives. 	<ul style="list-style-type: none"> ƒ Tell The New Zealand story, using the tournament to deliver powerful and authentic stories about our people, our place. ƒ Activate local, offshore engagement opportunities through posts and events within participating nations and key markets. ƒ Showcase Aotearoa New Zealand’s role as a leader and champion in gender equity. ƒ Enable the authentic integration of Aotearoa New Zealand’s culture into the tournament. ƒ Showcase the uniqueness of Aotearoa New Zealand’s indigenous people and culture on the world stage. 	<ul style="list-style-type: none"> ƒ Support business, tourism and trade initiatives to maximise the economic impact of co-hosting. ƒ Invest in stadia and community facility upgrades that support legacy outcomes for long-term improvements for football and sport, as well as to secure events over the long-term. ƒ Create a seamless, exceptional visitor experience through our spirit of manaakitanga and care. ƒ Deliver an operationally excellent and successful tournament that strengthens Aotearoa New Zealand as a world-leading events destination. ƒ Create connections and engagement with tangata whenua to deliver economic outcomes for Māori.

Appendix Two: Relationship diagram



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