



VARIATION AGREEMENT

DATE: 11/3/2022

BETWEEN The Sovereign in Right of New Zealand acting by and through Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation and Employment and Chief Executive of the Ministry of Business Innovation and Employment (the **Ministry**)

AND Landcare Research New Zealand Limited trading as Manaaki Whenua of 54 Gerald Street, Lincoln, New Zealand 7608 (the **Contractor**)

BACKGROUND

- A. The parties entered into a Strategic Science Investment Fund – Programmes Investment Contract C09X1817 - *Ngā Rākau Taketake - Myrtle Rust and Kauri Dieback Research*, dated 14 May 2019 (the **Agreement**).
- B. The parties have agreed to vary the Agreement on the terms and conditions set out in this variation agreement (the **Variation**).

EXECUTION

Signed by the Sovereign in Right of New Zealand acting by and through Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation and Employment and Chief Executive of the Ministry of Business Innovation and Employment or by his or her authorised delegate:

Signature

Print Full Name **Leonie Kerver**

Print Title **Acting Manager Strategic Investments**

Date **11 March 2022**

Signed for and on behalf Landcare Research New Zealand Limited trading as Manaaki Whenua by:

Signature **Richard Francis Starforth Gordon**

Print Full Name **Chief Executive Officer**

Print Title **9 March 2022**

Date



TERMS

1. Definition

- 1.1 In this Variation, unless the context requires otherwise:
- a. words and expressions have the meanings given to them in the Agreement and the Definitions clause applies to this Variation; and
 - b. references to clauses and schedules are to the clauses and the schedules of the Agreement.

2. Variation

- 2.1 With effect on and from the date on which this Variation is signed by both parties (the **Effective Date**), the Agreement is varied as follows:

Schedule 1 – Summary - Overview

- a. The end date of the contract is extended from 30 June 2023 to 30 March 2024.
- 2.2 Subject to clause 2.1, all other terms and conditions contained in the Agreement will continue in full force and effect.

3. Governing law

- 3.1 This Variation is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.

4. Counterparts

- 4.1 This Variation may be executed in any number of counterparts (including electronic copies), each of which will be deemed an original, but all of which together constitute one instrument. No counterpart is effective until each party has executed at least one counterpart.