

Funding Agreement Variation

Title: Development Phase Funding Agreement for Twin Coast Discovery Route Business Cases
between

the **Ministry:** The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Transport

and

the **Recipient:** New Zealand Transport Agency, having its head offices at 50 Victoria Street, Wellington 6141, New Zealand

Background

- A. The parties entered into an agreement on 22 November 2013 to establish the terms and conditions with regard to funding from the Provincial Growth Fund for the Twin Coast Discovery Route Business Cases (the **Agreement**)
- B. In accordance with Part 2 clause 11.5 of the Agreement, the parties have agreed a variation to the Agreement.
- C. The Rest Area Strategy and Implementation Plan is closely aligned to the Passing and Overtaking Opportunities deliverable as the provision of suitable and well-integrated passing and stopping opportunities contributes to a safer state highway network and helps to improve customer experience. Original delivery dates for these two deliverables were six months apart. To enable delivery of integrated strategies for both passing and stopping opportunities on the Twin Coast Discovery Route, the Recipient requested that the due date for the Rest Area Strategy and Implementation Plan be moved to **Commercial Information**, to align with that for the Passing and Overtaking Opportunities business case.
- D. The parties have agreed to vary the Agreement on the terms and conditions set out in this variation agreement (the **Variation**).

Variation

1. The terms set out in the Agreement are varied as follows:
 - 1.1. in Part 1 item 7 Development Phase Deliverables and Instalments, by replacing the **Commercial Information** **Commercial Information** estimated due date for the Rest Area Strategy and Implementation Plan with **Comm** **Comm**.
2. The Variation is effective from the date of both Parties signing this variation.
3. Subject to the changes made by this Variation, the terms and conditions of the Agreement remain in effect.
4. Words used but not defined in this Variation have the same meaning as they do in the Agreement.

Execution

Signed for and on behalf of
the **Ministry**:

Signed for and on behalf of
the **Recipient**:

Signature

Name:

Position:

Date:

Signature

Name:

Position:

Date:

PROACTIVELY RELEASED