

CONTRACT VARIATION # 1

Waka Kotahi NZ Transport Agency

Enviro-Mark Solutions Limited (trading as Toitū Envirocare)

Contract: Toitū carbonreduce

Original contract dated: 23/03/2020

Renewal dated: 25/10/2021

VARIATION

Waka Kotahi NZ Transport Agency and Enviro-Mark Solutions Limited are Parties to the Contract.

The Parties agree to extend and vary the Contract. The scope of the Variation is set out in the attached Schedule of Changes.

This Variation is effective from **25/10/2021** or the later of the dates it is signed by both parties.

Subject to the changes made in this and any other Variations, the Contract Details of the Contract and the terms and conditions not varied below remain in place.

Words used but not defined in this Variation have the same meaning as they do in the Contract.

ACCEPTANCE

Signed for and on behalf of
Waka Kotahi NZ Transport Agency:



Signature

Name: Leanne Hartshorne

Position: Manager, Business Operations
Corporate Support

Date: 27/10/2021

Signed for and on behalf of
Enviro-Mark Solutions Limited:

s 9(2)(a)

Signature

Name: s 9(2)(a)

Position: Channel Sales Lead

Date: 25 October 2021

SCHEDULE OF CHANGES

1. CHANGE TO END DATE

- 1.1 The End Date of the Initial Term, as stated in the Contract, is amended to **22/03/2023**.
- 1.2 Additional extensions to the Contract will require a new contract or contract variation as of **23/03/2023**.

2. CHANGE TO DESCRIPTION OF SERVICES

2.1 The description of the Services stated in the Contract is amended as follows:

- a. The Supplier's carbonreduce certification Programme provides assurance that the Buyer has prepared its greenhouse gas emissions inventory in conformance with **ISO 14064-1 (2018)**, developed an emissions management plan, set emissions reduction targets and made progress in reducing emissions.
- b. Buyer's reporting Requirements:

Objective	Toitū carbonreduce Certification in accordance with ISO 14064-1:2018 (organisation inventory).
Scope	All relevant sources as required by the Programme (i.e. All Category 1 and 2 emissions; Category 3 emissions associated with business travel and freight paid for by the organisation; Category 4 emissions associated with waste disposed of by the organisation, and the transmissions and distribution of electricity and natural gas where appropriate; and any Sector specific mandatory emissions sources as outlined by the Programme, within the boundary indicated for the operations of the nominated legal entity inside or outside New Zealand.
Criteria	Technical Requirements (organisation) version 3.0, Certification Mark Guide version 2.0, ISO 14064-3:2019 (verification).
Consolidation Approach	Operational control or equity share.
Materiality	Errors, omissions and exclusions when aggregated do not exceed 5% of the total inventory.
Level of Assurance	Reasonable Assurance for Category 1 and 2. Limited Assurance for Category 3, 4, 5 and 6.

3. CHANGE TO CONTRACT TERMS AND CONDITIONS

In the “**Changes to Schedule 2 and attachments**” part of the Contract the following amendments are made to the terms and conditions:

1. In the section **Attachment 1 to Schedule 1**

(a) The following new clause 4.1A is added to clause 4, Audit and Verification:

4.1A (a) The following new clause 4.1A is added to clause 4, Audit and Verification:

4.1A “Prior to the Audit the Supplier will send the Buyer a pre-audit engagement letter and the Buyer must agree to comply with any requirements specified in that letter as they may supersede and will take precedence over the terms of Schedule 1. The pre-audit engagement letter will be deemed to be incorporated by reference in these Certification Terms.”

(b) Existing clause 4.3 is amended by deleting the struck out text and adding the underlined text:

“4.3 The date for conducting the Audit will be arranged in consultation with the Buyer. If the Buyer postpones or cancels the Audit after it has agreed the date with the Supplier, the Buyer will pay the Supplier any unrecoverable disbursement costs. Notwithstanding the provisions under Schedule 2, if the Buyer cancels the Audit less than five20 Days before the agreed date, the Buyer will also pay the Supplier a cancellation fee of 50% of the Certification Fee.”

(c) Clause 4.4b is amended by deleting the struck out text and adding the underlined text:

[The Buyer will:]

“4.1b provide the Auditors with such information and data as reasonably required by the Auditors to conduct the Audit ~~at least five Days prior to the agreed date for the Audit.~~ If the Buyer has not submitted the required information and data at least five20 Days prior to the agreed date for Audit, an additional Audit may be required and the Buyer will pay the Supplier for additional time and disbursement costs;”