



CERTIFIED INDUSTRY SCHEME MEMBERSHIP AGREEMENT

PARTIES	Fonterra Co-operative Group Limited ("Fonterra")	[Insert full name of other party] [Insert company number] (the "Scheme Member")
ADDRESS	109 Fanshawe Street Auckland, 1010 New Zealand	[Insert address]
SIGNATURE BLOCK		
NAME		
POSITION		
SIGNATURE	<hr style="width: 80%; margin-left: 0;"/>	<hr style="width: 80%; margin-left: 0;"/>
	Sign here	Sign here
DATE SIGNED		

The Waikato Regional Plan allows for the use of a Certified Industry Scheme as an alternative to the consented approach to help farmers with their Farm Environment Plan and nitrogen reporting obligations.

Fonterra, as an approved certified industry scheme ("**Scheme**"), offers Fonterra farmers membership of the Scheme.

In consideration of Fonterra providing the Scheme Member with certain services, the Scheme Member agrees to be bound by the terms and conditions of this Agreement. References in this Agreement to "you" or "your" refers to the Scheme Member and "us," "we" or "our" refers to Fonterra.

THE PARTIES AGREE AS FOLLOWS:

1. **Fonterra shall:** Accept you as a member of its certified industry scheme ("**Scheme**"), approved by the Waikato Regional Council (the "**Council**"), to support you with your Waikato Regional Plan ("**Plan**") obligations, and shall:

- a) Support and assist you with the process of preparing and submitting a Farm Environment Plan ("**FEP**") that is compliant with the minimum standards and timeframes set out in the Plan.
- b) Provide you with a monitoring service to check compliance with the FEP against the Plan
- c) Provide you with an annual nitrogen risk assessment service, together referred to as the "**Services**".

2. **You acknowledge and agree:**

- a) To be fully responsible and liable for compliance with the Plan, and any changes made to the Plan (including but not limited to the Waikato Regional Council's Proposed Plan Change 1 – Waikato and Waipa River Catchments ("**PPC1**")).
- b) To work with Fonterra to produce an FEP for your farm property, that meets the minimum standards and timeframes set out in the Plan.
- c) To complete the mitigation actions identified in the FEP within the agreed timeframes.
- d) That where actions identified in an FEP have not been completed within the agreed timeframes, you will complete such mitigation actions as soon as reasonably practicable.
- e) To provide the annual nitrogen risk assessment data for the property (determined by the current version of OVERSEER or an approved alternative model) to Fonterra, including access to input parameter data where held by a third party.
- f) To provide Fonterra (or it's contracted third party service provider) access to your farm for FEP compliance monitoring on [five working days] prior notice from Fonterra.

3. **Term:**

- a) This Agreement shall commence on the date it is signed by both parties the "**Commencement Date**".
- b) This Agreement continues from the Commencement Date until terminated by either party giving not less than [insert period] written notice to the other party.

4. **Liability:**

a) You acknowledge that:

- i. we are not responsible or liable for your non-compliance with the Plan or any other regulatory requirements (including development or compliance with FEPs); and
- ii. the Council maintains responsibility for monitoring and compliance functions in relation to the requirements of the Plan, and in particular rules 3.11.5.3 and 3.11.5.5 of the PPC1.

b) Subject to clause 4(c), under no circumstances shall Fonterra be liable to you for any loss or damage arising under or in relation to this Agreement whether arising in contract, tort (including negligence) or otherwise, including (but not limited to) the following:

- i. any loss of profits, business opportunity, goodwill, legal costs, professional and other expenses, anticipated savings, regardless of whether any of these types of loss or damage are direct, indirect or consequential; or
- ii. any indirect or consequential, exemplary, special or punitive loss or damage suffered or incurred pursuant to this Agreement.

c) Any limitation of liability or exclusion set out in this Agreement shall not apply to any personal injury or death caused by, or any fraud, dishonesty, misrepresentation or willful default of or by, either party or any of their representatives.

5. **Enforcement:**

a) You acknowledge that being a Scheme Member does not prevent the Council from exercising any of its functions or powers under the Resource Management Act, or any other applicable legislation.

6. **Required information/ data sharing:**

- a) You shall be responsible for the accuracy of the data and documentary or other records provided to Fonterra for the purposes of development of the FEP and relevant to the monitoring of compliance with the FEP, (including the calculation of the nitrogen reference point), ("**Farm Data**").
- b) You shall be responsible for providing all Farm Data to us and/or the Council as soon as reasonably practicable following a request in writing by us and/or the Council. [Failure to provide accurate Farm Data

may result in the removal of the Scheme Member from the Fonterra Scheme.]

- c) You agree that we may share certain information and data with the Council including: a copy of your FEP, and any other information relating to your compliance with the Plan (i.e. results of FEP monitoring and/or the nitrogen risk assessment).

7. Non-compliance:

- a) You shall notify us as soon as practicable of any circumstances that may be significant to, or have a material impact on, your ability to comply with your FEP or any other part of the Plan.
- b) You acknowledge that any non-compliance with the Plan will be reported to the Council by us, and any enforcement for breach will be carried out by the Council against you directly.
- c) You acknowledge and agree that failure to complete the mitigation actions identified in the FEP within the agreed timeframes may result in your removal as a Scheme Member, where you cannot show that you have made reasonable efforts to complete outstanding actions on the FEP or address the non-compliance more generally.

8. Confidentiality. All confidential information and any intellectual property provided by us to you shall remain our property, be kept confidential by you and shall be used by you solely for the provision of the Services. All of our confidential information and intellectual property shall be returned to us following the expiry or termination of this Agreement.

9. General:

- a) Being a Scheme Member is not a requirement of the Fonterra Terms and Conditions of Supply, membership of the Scheme is voluntary and, through opting into the Scheme, you agree to comply with this Agreement.
- b) Fonterra may in its sole discretion, at any time, decide to wind up the Fonterra Scheme.
- c) This Agreement may be executed in two or more counterparts, each of which is deemed to be the original and all of which

shall constitute one and the same document.

- d) Assignment. You shall not assign or attempt to assign or otherwise transfer or subcontract any right or obligation in respect of the supply of the products and/or services pursuant to these Terms of Purchase.
- e) Waivers; Modifications. Any modification to or variation or waiver of this Agreement must be in writing and signed by the parties. No failure or delay by any party in exercising any rights, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege.
- f) Disputes: If a party believes that there is a dispute in respect of this Agreement, it will first notify the other party in writing giving details of the dispute. The dispute will then be promptly referred to a senior representative of each party for resolution. If such senior representatives do not resolve the dispute within 10 working days, either party may pursue its legal remedies, provided that a party will consider any alternative dispute resolution process proposed by the other party prior to pursuing such legal remedies. Nothing in this clause 9(g) will prevent either Party from applying for urgent interim relief from a court of competent jurisdiction.
- g) Entire Agreement; Severability. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any previous written or oral agreement or understanding between the parties in relation to the Scheme or membership of the Scheme. If any term of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

PROPERTY DETAILS

SUPPLY NUMBER _____

FARM MAP AS IDENTIFIED IN GIS SOFTWARE

PHYSICAL ADDRESS

FMU _____ SUB-CATCHMENT _____

CERTIFICATE(S) OF TITLE

TOTAL LAND AREA _____

CONTACT DETAILS

FULL NAME _____
TRADING NAME _____
POSTAL ADDRESS _____
E-MAIL ADDRESS _____
PHONE NUMBER _____