

ACCESSION AGREEMENT
in respect of a Research Programme Agreement

Date:

BETWEEN

WELLINGTON REGION CIVIL DEFENCE EMERGENCY MANAGEMENT GROUP, a joint standing committee of the regional and territorial authorities set out in schedule 1 to this agreement (each a *Member* and together the *Members*) established under the Civil Defence Emergency Management Act 2002 and the Local Government Act 2002 (the *Additional Participant*)

AND

THE PARTICIPANTS, who from time to time are parties to the Research Programme Agreement (as defined below)

AND

INSTITUTE OF GEOLOGICAL AND NUCLEAR SCIENCES LIMITED, a company incorporated pursuant to the Crown Research Institutes Act 1992, at Lower Hutt (*GNS*)

BACKGROUND

- A GNS has been appointed by the Earthquake Commission, Accident Compensation Corporation and Wellington City Council (the *Participants*) to deliver the research programme known as "It's Our Fault"– a comprehensive study into the likelihood of occurrence and size of large Wellington Earthquakes, and the impact of these earthquakes on the built environment.
- B The Research Programme Agreement anticipates additional Participants being introduced to the Programme from time to time.
- C At a meeting of the Additional Participant on 6 November 2008 the Members resolved to support the "It's Our Fault" project and recommended the funding allocation from each Member set out in schedule 2.
- D The Members of the Additional Participant have each agreed to contribute the amounts set out in schedule 2 to finance the Additional Participant's Funding Commitment for the 2009-2010 and 2010-2011 Financial Years only.
- E The Research Programme Agreement requires:
- (a) an incoming Participant to sign an accession agreement in order for it to become a Participant under the Research Programme Agreement; and
 - (b) the Steering Committee to approve the identity and terms of participation of any Additional Participant.
- F The Additional Participant wishes to sign this agreement and become a Participant under the Research Programme Agreement solely for the 2009-2010 and 2010-2011 Financial Years.

- G The Steering Committee wishes to approve the identity of the Additional Participant the terms on which the Additional Participant will participate in the Programme.

THE PARTIES AGREE AS FOLLOWS:

1 Definitions

In this agreement, unless the context requires otherwise, terms defined in the Research Programme Agreement have the same meanings in this agreement and *Research Programme Agreement* means the "It's Our Fault": Research Programme Agreement dated 11 August 2006 between certain persons as Participants and GNS.

2 Term

The Additional Participant will become a Participant under the Research Programme Agreement from 1 July 2009 until 30 June 2011 (the *Expiry Date*). Without prejudice to any of the Additional Participant's accrued rights and obligations, but subject to clause 4, the Additional Participant will cease to be a Participant under the Research Programme Agreement on the Expiry Date.

3 Observation of Research Programme Agreement

(a) From 1 July 2009 until the Expiry Date the Additional Participant agrees to:

- (i) become a Participant under the Research Programme Agreement as if it had been named as a Participant in that Agreement and had executed it; and
- (ii) observe and perform all of the obligations of a Participant under the Research Programme Agreement and to be bound by the terms of the Research Programme Agreement; and
- (iii) provide a Funding Commitment of \$50,000 for each of the 2009-2010 and 2010-2011 Financial Years, funded by contributions from its Members up to the amounts and in the proportions set out in schedule 2.

(b) For the purposes of clause 7.1(c) of the Research Programme Agreement, the Additional Participant's Funding Commitment for the 2010-2011 Financial Year is deemed to be confirmed by this agreement.

4 Renewal

On or before 30 April 2011 (and, if this agreement is renewed in accordance with this clause 4, on or before 30 April in each subsequent year of the Term of the Research Programme Agreement), the Additional Participant may, in its absolute discretion, renew this agreement and its participation in the Programme by giving notice in writing to each other party of such renewal and confirming its Funding Commitment for the following Financial Year in accordance with clause 7.1(c) of the Research Programme Agreement. In the event that the Additional Participant renews in accordance with this clause 4, the Expiry Date will be last day of the renewal period.

5 **Intellectual property**

- (a) GNS grants to the Additional Participant a perpetual, non-exclusive, transferable, royalty-free, irrevocable licence to use the Created IP and GNS's Existing IP (to the extent that GNS's Existing IP forms part of the Deliverables) for the Permitted Use.
- (b) For the purposes of clause 5(a), *Permitted Use* means to use (including publish, distribute, deal with and exploit) and to permit others to use (including Members) in the furtherance of the Additional Participant's statutory functions.
- (c) From the Expiry Date the Additional Participant will remain entitled to any intellectual property rights arising under clause 5(a) above in respect of completed Phases and Financial Years.

6 **Confidentiality and public announcements**

To avoid doubt, the restrictions contained in clauses 16.1 and 16.3 in the Research Programme Agreement relating to confidentiality and announcements concerning the Research Programme Agreement or its subject matter, including the Deliverables, survive and continue after the Expiry Date.

7 **Steering committee appointees**

The Additional Participant's initial appointee to the Steering Committee is Mr Murray Kennedy, General Manager, Utilities and Services.

8 **Notices**

The address and facsimile number of the Additional Participant for the purposes of clause 18 of the Research Programme Agreement shall be:

Wellington Region CDEM Group
c/- Greater Wellington Regional Council
PO Box 11646
Wellington
Attention: Jane Bradbury
Facsimile Number: 04 3845023

9 **Counterpart**

This agreement may be executed in two or more counterparts (including facsimile counterparts), each of which will be deemed an original, but all of which together will constitute the same document.

10 **Governing law**

This agreement shall be governed by, and construed in accordance with, the laws of New Zealand.

EXECUTION

Signed for and on behalf of the **Wellington Region Civil Defence Emergency Management Group** by:

Hon. Wayne Guppy, Group Chair

Institute of Geological and Nuclear Sciences Limited by:

Director

Director

Signed for and on behalf of the **Earthquake Commission** by:

Chief Executive

Signed for and on behalf of the **Accident Compensation Corporation** by:

Chief Executive

Signed for and on behalf of **Wellington City Council** by:

Chief Executive

SCHEDULE 1**THE MEMBERS**

Greater Wellington Regional Council

Kapiti Coast District Council

Porirua City Council

Hutt City Council

Upper Hutt City Council

Masterton District Council

Carterton District Council

South Wairarapa District Council

Wellington City Council

SCHEDULE 2

ADDITIONAL PARTICIPANT'S FUNDING COMMITMENT

The Additional Participants Funding Commitment is \$50,000 for each of the 2009-2010 and 2010-2011 Financial Years to be funded by its Members as follows:

Financial Year	Amount \$	Proportion %	Member
2009-2010	25,000.00	50	Greater Wellington Regional Council
	4082.50	8.165	Kapiti Coast District Council
	4,555.00	9.11	Porirua City Council
	9,185.00	18.37	Hutt City Council
	3,500.00	7	Upper Hutt City Council
	2,175.00	4.35	Masterton District Council
	660.00	1.32	Carterton District Council
	842.50	1.685	South Wairarapa District Council
	0	0	Wellington City Council*
2011-2012	25,000.00	50	Greater Wellington Regional Council
	4082.50	8.165	Kapiti Coast District Council
	4,555.00	9.11	Porirua City Council
	9,185.00	18.37	Hutt City Council
	3,500.00	7	Upper Hutt City Council
	2,175.00	4.35	Masterton District Council
	660.00	1.32	Carterton District Council
	842.50	1.685	South Wairarapa District Council
	0	0	Wellington City Council*

* The Members have agreed that, as Wellington City Council is a Participant in the Programme in its own right that Member is not required to contribute to the Additional Participant's Funding Commitment.