Funding Agreement | Whakaritenga Pūtea

[Insert Agreement Reference Number – Title]

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| **Schedule One – Agreement Details** |
| **Agreement Details** |
| **Start Date:** | **DD/MM/YYYY** | **End Date:** | **DD/MM/YYYY** |
| **Maximum Value:** | **$XX,XXX.XX (excl. GST)** |
| **Parties:** |
| **The Funder:** | **Natural Hazards Commission Toka Tū Ake (NHC)****Level 1, 161 Victoria Street, Wellington Central, Wellington 6011** |
| **The Recipient:** | **[Insert Legal Name]****[Insert NZBN or Charities Number] if relevant****[Insert Physical Address]** |
| **The Funder’s Agreement Manager:** | NAME | **Recipient’s Agreement Manager:** | NAME |
| **Agreement Manager Email:** | EMAIL | **Agreement Manager Email:** | EMAIL |
| **Address for Notices:** | research@naturalhazards.govt.nz | **Address for Notices:** | EMAIL |

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| **Background** |
| The Natural Hazards Commission Toka Tū Ake (formally known as the Earthquake Commission prior to 1 July 2024), a New Zealand Crown Entity, provides natural disaster insurance under the terms of the Natural Hazards Insurance Act 2023 (**Act**).NHC provides grants to facilitate research and education, and to contribute to the sharing of information, knowledge and expertise in relation to:1. natural hazards and their impacts;
2. damage to residential buildings, residential land, and other property as a result of natural hazards, including methods of reducing or preventing such damage;
3. community resilience to natural hazards;
4. natural hazard and risk management;
5. planning for, and recovering from, natural hazards; and
6. natural hazard cover and the operation of the Natural Hazards Insurance Act 2023.

NHC received the Proposal (Attachment One) from the Recipient [as part of a competitive grant process or describe how we received this proposal] [Include any additional background info relevant to this agreement] |
| **Funding Agreement:** |
| This Agreement consists of the following documents in order of precedence:* Schedule One – Agreement Details
* Schedule Two – Terms and Conditions
* Schedule Three – Budget
* Any Purchase Order issued under this agreement
* Attachment One – Proposal
 |
| **Milestones and Deliverables:** |
| **The Associated Funding will be released on completion / acceptance of the following milestones/deliverables.** |
| **Deliverable/Milestone** | **Description** | **Due Date** | **Associated Funding (excl. GST)** |
| Progress Report | The Recipient is to submit a written report detailing progress, risks and roadblocks to date using the supplied template. | Every 6 months starting DD/MM/YYYY | $XX,XXX.XX Per Report$XX,XXX.XX Total |
| Final Report | The Recipient is to submit a written report detailing progress, risks and roadblocks to date using the supplied template. | DD/MM/YYYY | $XX,XXX.XX |
| [ADD ROWS AS REQUIRED] |  |  |  |
| **Peer Review (if required)(Remove for Events/Sponsorships)**NHC may submit the final report for peer review. The Recipient will be notified if a peer review is to be sought. Details of the review will be kept confidential and any matters of concern arising out of the review will be communicated to the Recipient. The peer review comments must be addressed before acceptance of the final deliverable. **Communications Requirements**The Recipient must:* Share communications and engagement activities related to their project with NHC, beforehand wherever possible. This includes a heads up of any media activity and the release of any publication such as journal articles, white papers or other public-facing documents prior to publishing.
* Wherever possible and appropriate, acknowledge NHC as the funding source.
* (Remove for Events/Sponsorships, ensure agreed communications activities are captured in the Milestones/Deliverables) For each year of funding, collaborate with NHC on at least one communications activity (such as writing an opinion piece or giving a presentation to stakeholders)
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| **Invoices:** |
| **Addressed to:** | **Natural Hazards Commission Toka Tū Ake**Physical Address: Level 1, 161 Victoria Street, Wellington 6011orPostal Address: PO Box 790, Wellington 6140 |
| **For the attention of:**  | [Agreement Manager] |
| **Email to:** | invoices@naturalhazards.govt.nz and copy in research@naturalhazards.govt.nz |
|  Invoices will not be paid until NHC has accepted associated Deliverables as satisfactory.  Invoices must include the Purchase Order (**PO**) number, Agreement number/s, and a clear description of goods or services provided that align with the deliverables in the Agreement.Statements and queries should be sent to accounts@naturalhazards.govt.nz and copy in research@naturalhazards.govt.nz |
| **Key Personnel** |
| The Recipient agrees the Project will be conducted by the key personnel named below, unless agreed otherwise.  |
| **Special Conditions: (e.g. Any variance to Schedule Two agreed to by the Parties should be set out in this section)** |
| [No Additional Clauses or Conditions are applied.] OR[Detail Changes] |
| **The Parties agree to comply with the terms set out in this Agreement.**  |

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| **Recipient Name****(the Recipient)** |  | **The Natural Hazards Commission** **(the Funder)** |
| **(Authorised Signatory)****Name:** **Position:** **Date:**  |  | **(Authorised Signatory)****Name:** **Position:** **Date:**  |

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| **SCHEDULE TWO – Terms and Conditions** |
| **The Parties agree to the following:** |
| 1. **Term of Agreement**
	1. Unless terminated earlier in accordance with clause 4 below, this Agreement shall start on the start date and continue until termination on the end date as agreed in Schedule One.
	2. Any extension to the duration of this Agreement shall be at the sole discretion of the Funder.
 |
| 1. **Grant**
	1. The Recipient agrees to manage, administer and disburse the payment/s received from the Funder under this Agreement hereby referred to as the “Grant”.
	2. The Grant is to be used for the sole purpose of conducting the research, event or project as described in the Proposal (Attachment One) hereby referred to as the “Project”.
		1. The Recipient will each ensure that, during the term of the Project, materials and apparatus purchased with grant monies are used exclusively for the purposes of the Project, unless the impact of its use for other purposes is immaterial to the progress and quality of the Project.
2. 2.3 The Recipient will promptly repay to the Funder any and all components of the Grant that have not been expended for the purposes of this Agreement at the time of termination.

2.4 The Funder is not otherwise liable or responsible to the Recipient, or any other person, in connection with the Proposal, the Project, the expenditure of the grant or otherwise in connection with this Agreement.2.5 The Recipient shall, if requested by the Funder, attend meetings with representatives of the Funder to review progress on the Project. These meetings may include, amongst other things, a review of the Recipients’ approach to the Project and confirmation that the objectives of the Project are being met.  |
| 1. **Intellectual Property**
	1. All intellectual property rights arising from or developed during the course of the Project shall vest in the Recipient. However, in consideration of receiving the grant from the Funder, the Recipient shall:
2. grant the Funder an unrestricted, perpetual, non-exclusive, worldwide, royalty free, sub-licensable, irrevocable licence to all intellectual property arising from or developed during the course of the Project as well as any intellectual property required by the Funder to use, copy, modify and distribute this intellectual property.
3. make every endeavour to publicly disseminate the results of research facilitated by this grant, and supply copies or access to the Funder for all outputs.
4. acknowledge the Funder grant in any report, article or any other publication arising directly from the Project.
	1. For the avoidance of doubt, the licence provided to the Funder under clause 3.1 above shall continue to be valid and in effect beyond the termination of this Agreement.
	2. The Supplier warrants that:
5. it is legally entitled to grant the licence in clause 3.1.a, and
6. the Funder’s use of anything provided by the Recipient will not infringe the rights, including Intellectual Property Rights, of any third party.
	1. The Supplier’s liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.
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| 1. **Termination**
	1. the Funder may at its sole discretion, terminate this Agreement by giving ten (10) working days’ written notice to the Recipient if:

a) the Recipient breaches this Agreement and fails to remedy that breach within the notice period; orb) in the opinion of the Funder, the objectives of the Project, as described in this Agreement including the Proposal, are not being met by the Recipient. Termination under this clause shall be without prejudice to any other right or remedy available to the Funder at law or pursuant to the licence granted at clause 3.1 of this Agreement.* 1. If the Agreement is terminated prior to the completion date, the Funder shall promptly pay any grant payments that are payable to the Recipient up to the date of termination. For the avoidance of doubt this refers to services or work already performed by the Recipient which has not yet been paid for by the Funder.
	2. If the Agreement is terminated prior to the completion date, the Recipient will promptly repay to the Funder any and all components of the grant that have not been expended for the purposes of this Agreement at the time of termination and provide to the Funder all results, Project reports, findings and any other information relating to the Project which have been produced prior to the Agreement being terminated.
	3. To avoid doubt, upon expiry or termination of this Agreement for any reason, the Funder will not be required to pay any further part of the grant other than provided for in this clause.
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| 1. **Dispute Resolution**

If there is a dispute between the Parties in relation to this Agreement, or any matter arising from it, the Parties will in good faith use their best endeavours to resolve the dispute themselves. The following process will apply to disputes:a. a Party will notify the other if it considers a matter is in disputeb. the Agreement Managers will attempt to resolve the disputec. if the Agreement Managers have not resolved the dispute, they will refer it to the Parties' relevant managers for resolution, andd. if the managers have not resolved the dispute within 10 Business Days of it being referred to them, it will further escalate to a member of the executive leadership team or equivalent,e. if the dispute is still not resolved within 5 Business Days the parties may either agree to seek external dispute resolution services or else the Funder may unilaterally terminate this agreement. |
| 1. **Events beyond Control**
	1. Should any event occur which:
* is beyond the control of any of the Parties; and
* is neither directly nor indirectly caused by any of the Parties; and
* prevents the Recipient from carrying out the Project,

then the Recipient may request to suspend work on the project. * 1. In the event that the suspension continues for longer than 2 months, then this Agreement may be terminated in accordance with clause 4, at the sole discretion of the Funder.
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| 1. **General**

***Co-Funding*** *–*Where a proposal has indicated co-funding of any part of a project and this co-funding is no longer in place, the Funder reserves the right to terminate this agreement. The Recipient must inform the Funder immediately if co-funding is withdrawn. ***Delay*** - If at any time the Recipient performance falls behind the programme set out in this Agreement, then the Recipient shall notify the Funder and, where due to matters within the control of the Recipient, shall take all practicable steps to remedy such delay.***Duty of Care*** – The Recipient shall exercise reasonable skill, care and diligence in all matters relating to the Project. ***Governing Law and Currency*** *–* This Agreement will be governed by, and construed in accordance with, the laws of New Zealand, and each Party submits to the exclusive jurisdiction of the Courts of New Zealand. Any references to dollars are references to New Zealand dollars unless otherwise stated.***No assignment*** –The Recipient must not assign, transfer, or sub-contract all or part of its rights or obligations under this Agreement without the Funder’s prior written approval.***Notices*** - All demands, notices, requirements and consents this Agreement authorises or requires, or that relate to this Agreement, must be in writing and will take effect from receipt at the Address for Notices (noted in Schedule One) at the recipient’s address. ***Official Information Act 1982 and similar obligations -*** Any information that any party considers to be confidential should be marked and treated as such by that party. However, as a government entity, the Funder has obligations under the Official Information Act 1982 (**OIA**), under other legislation and also under Government conventions to sometimes disclose information regarding its activities (including confidential information if appropriate).The Parties will liaise, prior to releasing any confidential information, should any of them receive a request (or have an obligation) that includes the possible disclosure of information that another Party has identified as confidential. Further, the Recipient will both use reasonable endeavours to assist the Funder to comply with any such information request (or obligation) that the Funder has received (if required by the Funder to do so). ***Relationship*** – Nothing in this Agreement shall give rise to an agency, partnership, or employment relationship between the Funder (on the one hand) and Recipient (on the other).***Variation, modification or waiver*** – No variation, modification or waiver of this Agreement shall be valid unless in writing (see Variation Request Form available on the Funder’s website or upon request to Research@naturalhazards.govt.nz) and agreed by all Parties. |
| 1. **Data**
	1. All data collected and/or managed using the Funder’s funding should adhere to NZ Government Data and Information Management Principles, and FAIR and CARE principles, where appropriate. Where necessary, data access may be managed via registration but should be available to all users in some form without cost.
	2. the Funder supports open data as it acknowledges that we work in the system that works most effectively when data is findable, accessible, interoperable, and reusable. This ensures effective decision making for risk management.
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| 1. **Health & Safety**

The Parties must:* 1. consult, cooperate and coordinate with each other regarding any overlapping obligations under, and what is required from each other to assist them to comply with, the HSW Act as it relates to, or affects, the Agreement.
	2. comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the Agreement.
	3. comply with all reasonable directions of the Funder relating to reporting of health, safety, and security, and
	4. report to the Funder any of the following that applies to the Parties, or relates to or affects the Agreement; notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and Protective Security Incident.
	5. Where any other person is the beneficiary of the funding, then safe systems of work and supporting assurance processes must be put in place to ensure any funding beneficiary maintains fit-for-purpose health and safety management systems, that are appropriate for the hazards or risks present.
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| 1. **Conflicts of interest:**

The Recipient must maintain a high standard of honesty and integrity at all in times in the performance of this Agreement and must not enter into any agreement or arrangement that will, or is likely to:* 1. Prejudice the Recipient’s ability to meet its obligations under this Agreement; or
	2. Create a conflict of interest for the Recipient.
	3. the Recipient warrants that as at the date of this Agreement, it has no undeclared conflict of interest in providing the services or entering into this Agreement.
	4. the Recipient must:
1. Immediately notify the Funder in writing if the Recipient is, or is likely to be, conflicted in the performance of its obligations under this Agreement; and
2. Take all actions reasonably required by the Funder to resolve any such conflict.
	1. if the Recipient does not take the actions required by the Funder under clause 10.2b, or the Funder considers that it cannot satisfactorily manage the conflict of interest, the Funder, at its sole election, may terminate the Agreement.
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| **SCHEDULE THREE – Research Budget** |
| **PERSONNEL** | **Name and FTE** | **Total Cost** | **Overhead cost**  | **In-kind contribution** | **Other source contribution**  | **Requested from NHC Toka Tū Ake** |
| 1. Principal Investigator(s) |  |  |  |  |  |  |
| 2. Associate Researcher(s) |  |  |  |  |  |  |
| 3. Post Doctoral Fellow |   |   |   |   |   |   |
| 4. Students |   |   |   |   |   |   |
| 5. Other |   |   |   |   |   |   |
|  |  |  **Total salary costs:** |   |   |   |   |   |

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| **STUDENT ENROLMENT FEES**  | **Description**  | **Total Cost** |  | **Other Source contribution**  | **Requested from NHC Toka Tū Ake** |
| 1 |   |   |  |   |  |
| 2 |   |   |  |   |  |
| **PERMANENT EQUIPMENT** |   |   |  |   |  |
| 1 |   |   |  |   |  |
| 2 |   |   |  |   |  |
| **MATERIALS AND SERVICES** |   |   |  |   |  |
| 1. Materials and supplies |   |   |  |   |  |
| 2. IT/Comms Services |   |   |  |   |  |
| 3. Publication and reporting costs |   |   |  |   |  |
| 4. Consulting services |   |   |  |   |  |
| 5. Subcontracts |   |   |  |   |  |
| 6. Other |   |   |  |   |  |
| **FIELD EXPENSES** |   |   |  |   |  |
| 1. Travel |   |   |  |   |  |
| 2. Accommodation |   |   |  |   |  |
| 3. Other |   |   |  |   |  |
| **Total expenses:** |   |   |  |   | **$0.00** |
|   |   |  | **Total amount requested** |  |

**Attachment One – The Proposal**