

Date:

Funding Agreement for a
R&D Career Grant
between

Ministry of Business, Innovation and
Employment

and

[]

Contract number:

Signed for and on behalf of **the Sovereign in right of New Zealand acting by and through the Secretary for Business, Innovation & Employment and Chief Executive, te Tumu Whakarae mō Hīkina Whakatutuki** or their authorised delegate:

Signature:

Name:

Date:

Title:

Signed for and on behalf of **[Organisation Name]** by its duly authorised officer:

Signature:

Name:

Date:

Title:

Unless your company constitution requires it, signatures are not required to be witnessed.

In the presence of:

Signature:

Name:

Date:

This Agreement is made between

the Sovereign in Right of New Zealand acting by and through the Secretary for Business, Innovation & Employment and Chief Executive, Te Tumu Whakarae mō Hīkina Whakatutuki (“Ministry”)

(“we”, “us”, or “our”)

and [Organisation name] (“Grant Recipient”)

(“you” or “your”)

BACKGROUND

- A. The Ministry invests in research, development, and commercialisation activities and capabilities to increase New Zealand businesses' investment in research and development to support long term economic growth.
- B. You have made an application to the Ministry for a R&D Career funding grant (**R&D Career Grant**) to employ a Masters or PhD graduate (“**Student**”) to work on a research and development project (“**Application**”). The project is referred to in the schedule in this Agreement (“**Schedule**”) and described in detail in your Application (“**Project**”). The anticipated outcomes of the Project (“**Outcomes**”) are also described in your Application (except as modified in the Schedule).
- C. Your application has been approved, and the Ministry will provide the funding described in the Schedule to facilitate the Student's involvement in the Project (“**Funding**”).
- D. The purpose of this Agreement is to govern the investment of the Funding in the Student's involvement in the Project by:
 - (i) setting out the Ministry's expectations and requirements as to the Project and your use of the Funding; and
 - (ii) acknowledging that we have a mutual interest in ensuring, and being able to demonstrate, that the Project provides value for money, is aligned to priorities established by the Government from time to time, achieves the Outcomes and enhances New Zealand's economic position through increasing research and development activity in New Zealand.

AGREEMENT

1 INTRODUCTION

- 1.1 You have applied to us for a grant under the R&D Career Grant scheme to provide funding towards your Project described in your Application.
- 1.2 Your Application has been approved. By signing this Agreement, you agree to comply with the terms set out in this Agreement.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In this agreement:

"Agreement" means this funding agreement, which includes these terms, the terms in the Schedule, and any variation or additional schedule as agreed by the parties from time to time.

"Application" means your application for a grant under the R&D Career funding Grant Scheme, completed and submitted through our online portal or in such other manner as we may specify or permit from time to time.

"Change in Control" means an event or series of events which result in any person (acting alone) or group of persons (acting in concert) acquiring or ceasing to have the ability:

- (a) to control more than 50% percent of your voting shares;
- (b) to appoint and/or remove the majority of the members of your governing body;
- (c) to otherwise control or having the power to control your affairs and policies; or
- (d) to be in a position to derive the whole or a majority of your benefit.

"Contract Start Date" means the contract start date set out in the Schedule.

"Contract End Date" means the contract end date set out in the Schedule.

"Funding" means the money provided, or to be provided, to you under this Agreement in the amount set out in the Schedule.

"Independent Trustee" means a trustee that is a solicitor, accountant, professional adviser or other person acting in an independent role that is not a beneficiary or settlor of the trust (and whose relatives, spouse or partner, direct or indirect shareholders, directors or other members are not beneficiaries or settlors of the trust).

"Intellectual Property Rights" includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity.

"Invoice" means a single document that includes all Taxable Supply Information.

"Parties" means the Ministry and the Grant Recipient and their respective successors and permitted assigns.

"Personnel" of any person, means all individuals directly or indirectly engaged by that person. Examples include directors, employees, specialists, support staff and co-opted or seconded staff;

"R&D" means research and development.

"Schedule" means the schedule to this Agreement.

"Taxable Supply Information" has the meaning given to that term in section 19E of the GST Act.

"we", "us", "our" and related terms mean the Ministry.

"you" and "your" means the Grant Recipient set out in the Schedule.

2.2. In addition, in this Agreement and unless the context requires otherwise:

- (a) headings and examples are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any document or agreement, including this Agreement, includes that document or agreement as amended, assigned, novated, supplemented, restated or substituted from time to time, except to the extent prohibited by this Agreement;
- (d) a reference to any monetary amount is to New Zealand currency;
- (e) a party to this Agreement or another agreement includes its successors and its permitted assignees and transferees;
- (f) any legislation includes a modification and re-enactment of, legislation enacted in substitution for, and a regulation, order-in-council and other instrument from time to time issued or made under, that legislation;
- (g) a reference to "in writing" (or equivalent) includes provision by email or through online services operated by us (including the online grants portal); and

- (h) if you are the trustees of a trust or otherwise do not have separate legal personality, the terms "you" or "your" (unless the context requires otherwise) also include each of your trustees or members jointly and severally, and you are still bound by this Agreement despite any changes to your membership or formation, including by death, incapacity, or retirement of any trustee or member, the admission of any new trustee or member, or in any other way.

1. THE STUDENT, THE PROJECT AND YOUR OPERATION

1.1 You must be one of the following entity types for the duration of the Agreement:

- (a) a company incorporated in New Zealand and registered under the Companies Act 1993;
- (b) a limited partnership registered under the Limited Partnerships Act 2008;
- (c) a Māori incorporation or a trust established under the Te Ture Whenua Māori Act 1993, a trust established on behalf of Māori claimants to receive and manage assets as part of the settlement of a claim under the Treaty of Waitangi, a Māori statutory body, or a business that is controlled by one or more of these types of Māori entities,
- (d) but may not be an entity that is:
 - (i) listed in Schedule 1 of the State Owned Enterprises Act 1986, Schedule 4A of the Public Finance Act 1989, or an entity established under or governed by the Education Act 1989, Crown Research Institutes Act 1992, Local Government Act 2002, Local Government (Auckland Council) Act 2009, the New Zealand Public Health and Disability Act 2000, or the Crown Entities Act 2004; or an entity that is 50 per cent or more owned by one or more of those types of entities; or a company that was incorporated in another country but is registered to do business in New Zealand (registered on the Overseas Register – ASIC or NON-ASIC); or
 - (ii) in the opinion of the Ministry, likely to bring the reputation of the Ministry or the R&D Career Grant programme into disrepute.

1.2 You must:

- (a) have an active R&D programme;
- (b) employ the Student on a fixed term full-time basis where the Student is employed for a minimum of 30 hours Monday to Friday for a minimum period of 6 months and be on your business/organisation's payroll as a PAYE employee and ensure the Student participates in the Project as set out in the Application;
- (c) ensure the Student has recently completed a Masters or PhD degree, submitted a thesis for a Masters or PhD, or submitted for marking their course requirements for a taught Masters in science, technology, engineering, design or business no more than 12 months prior to the submission date of the Application;
- (d) ensure the Student is legally permitted to work in New Zealand for the duration of this agreement, and if the Student is not a New Zealand citizen, confirm that the study was undertaken at a New Zealand tertiary education institute;
- (e) ensure that the Student has not been previously or is not currently employed under a professional arrangement related to their area of study, except temporary, part-time or at a tertiary organisation.
- (f) ensure that the Student has not been previously employed by you unless this was short-term temporary employment (e.g. under an R&D Experience internship over the summer break). If the Student has worked in your business as a paid employee in a role related to their Masters/PhD for more than three months, in either a full-time or part-time role, they are ineligible;
- (g) in accordance with clause 2 below, provide evidence of the payments made to the Student by way of payslips, which clearly display hours and hourly rate at the time of claiming

- reimbursement;
- (h) notify the Ministry as soon as practicable if the Student ceases to be employed by you, or there is a material change to the Project or the Student's work on the Project;
 - (i) ensure that all consents, approvals, licences and permits required to carry out the Project including, without limitation, any special ethical regulatory requirements, statutory consents, appropriate ethics committee approvals, Environmental Risk Management Authority approvals, Environmental Protection Agency approvals, and informed consents (if a person is the subject of any research undertaken as part of the Project) are obtained and kept up-to-date;
 - (j) ensure that the terms and conditions of any agreements or other arrangements that you enter into with third parties to undertake the Project are consistent with this Agreement;
 - (k) ensure that appropriate monitoring of the Project is undertaken;
 - (l) comply with all applicable laws;
 - (m) comply with the Health and Safety at Work Act 2015 and notify the Ministry, as soon as reasonably possible, of any notifiable events related to the Student or Project that occur under the Act during the contract period;
 - (n) ensure that at all times none of your directors are persons who are prohibited from being a director by any applicable law;
 - (o) notify the Ministry as soon as reasonably possible after becoming aware of any breach of clause 1.1 or 1.2(i); and
 - (p) notify the Ministry as soon as reasonably possible if any changes in your business could adversely affect New Zealand or the Ministry's reputation.

1.3 You represent and warrant to us that:

- (a) all invoices submitted by you to the Ministry under this Agreement will have been certified correct by a duly authorised officer of your organisation;
- (b) all information (including declarations, representations, statements, consents, confirmations, evidence and other materials) provided by you or on your behalf in your Application or otherwise in connection with this Agreement is true and accurate, and there are no facts or circumstances which have not been disclosed to us which would make that information untrue, inaccurate or misleading;
- (c) any person completing your Application and/or signing this Agreement and delivering it to us on your behalf has authority to do so;
- (d) (if you are not a natural person) you are duly established, registered (to the extent applicable) and existing under the laws of New Zealand, and your board or committee or equivalent has been correctly and validly appointed;
- (e) (if you are a natural person acting as a trustee of a trust) you have full mental capacity, are not a minor and are physically located and legally working in New Zealand (allowing for temporary absences);
- (f) no action has been taken for or with a view to:
 - i. (if you are not a natural person) your dissolution, termination, disestablishment, deregistration, winding up or other end;
 - ii. (if you are a limited partnership) removing your general partner; or
 - iii. the appointment of a liquidator, statutory manager, administrator, receiver, bankruptcy official or similar officer in respect of you or any of your assets;
- (g) (if you are the trustee(s) of a trust) you have not lost, limited or prejudiced your right to be reimbursed from the trust property;
- (h) you have the power to enter into and perform your obligations under this Agreement, have taken all necessary action, to authorise that entry and performance, and hold all necessary authorisations and consents for that entry and performance; and
- (i) your entry into, and the performance of your obligations, under this Agreement, do not and will not breach any agreement or instrument binding upon you or any of your assets (including any

other agreement).

2. FUNDING

- 2.1 The Ministry will pay you the Funding in accordance with the payment schedule set out in Schedule ("Payments Schedule") on receipt of an invoice(s) that meets the requirements specified in the Schedule. We are not obliged to make any payment under this Agreement until an invoice that has complied with this Agreement and the Schedule has been received by us from you.
- 2.2 You must use the Funding to pay the Student as specified in the Schedule.
- 2.3 You are responsible for all taxation liabilities, kiwi saver employer contributions, ACC and any other levies payable in relation to the Funding.
- 2.4 You will acknowledge, as appropriate and as requested by the Ministry, provision of Funding by the Ministry.

3. INTELLECTUAL PROPERTY

- 3.1 All Intellectual Property Rights in the reports provided under clause 4 and in accordance with the Schedule will be owned by the Ministry from the date the reports are created or developed.
- 3.2 The Ministry acknowledges that it is not the author or commissioning party for any intellectual property arising from the Project (other than in the reports per clause 3.1), and that it has no claim to ownership of any intellectual property rights arising from the Project (other than in the reports per clause 3.1).

4. REPORTING AND RECORD KEEPING

- 4.1 The Ministry needs to monitor its provision of Funding for the Student's involvement in the Project so that it can identify and report the benefits to New Zealand arising from the Student's involvement in the Project, and take appropriate action if you do not comply with this Agreement.
- 4.2 You must provide the Ministry or its authorised agents with the reports specified in the reporting schedule specified in the Schedule.
- 4.3 All reports and information provided by you must be:
 - (a) provided in the form and manner specified by the Ministry from time to time;
 - (b) accurate; and
 - (c) provided in a timely manner.
- 4.4 You must:
 - (a) keep full, accurate and maintain up-to-date records in connection with the use of the Funding (including supporting documentation for all amounts payable by us), in accordance with recognised research and generally accepted accounting standards (and any other standards as notified by us from time to time) sufficient to enable us to meet our obligations under the Public Finance Act 1989;
 - (b) permit the Ministry (or an independent auditor appointed by the Ministry), at the Ministry's expense, to inspect or audit, from time to time until 7 years after termination or expiry of this Agreement, all records relevant to this Agreement;
 - (c) allow the Ministry reasonable access to your premises or other premises where the Funding is being used to carry out R&D Career activities and to you and your Personnel;
 - (d) appoint a reputable firm of chartered accountants as auditors to audit its financial statements in relation to the use of the Funding; and
 - (e) on our request, and at no cost to us, provide us with copies of any such records and any information or materials as we may reasonably request in any format and on any medium reasonably required by us.
- 4.5 If the Ministry decides to conduct an audit under clause **Error! Reference source not found.Error! Reference source not found.**, then you must:

- (a) give the Ministry or the independent auditor, as applicable, full access to their premises, Personnel, systems, information, data, accounts, documents and records relevant to this Agreement; and
 - (b) assist the Ministry or the independent auditor, as applicable, in a timely manner with any audit conducted under clause 4.4(b) and ensure its Personnel also assist the Ministry or the independent auditor, including by making their relevant premises, personnel, systems, information, data, accounts, documents and records available if requested.
- 4.6 If an audit reveals any material non-compliance with this Agreement, you will, if required by the Ministry, bear the Ministry's reasonable costs in carrying out that audit, in addition to any other rights and remedies the Ministry may have in respect of the non-compliance.

5. REVIEW

- 5.1 The Ministry may at any time between the Contract Start Date and the date that is 3 years after the Contract End Date, carry out a review of the Student's involvement in the Project and the Ministry's investment in the Student's involvement in Project ("**Review**"). You must participate in any Reviews as reasonably required by the Ministry, including by providing information requested by the Ministry.
- 5.2 If a Review is carried out before the Contract End Date and is not satisfactory to the Ministry, the matter may be considered and managed in accordance with the Change Event provisions of this Agreement.

6. CONFIDENTIALITY

- 6.1 You acknowledge that the Ministry is required to release information relating to this Agreement, its investment in the Project, the progress of the Project, the delivery of Outcomes from the Project and the benefits to New Zealand from the Project, from time to time.
- 6.2 If you provide confidential information to the Ministry you must advise the Ministry in writing that the information is confidential information.
- 6.3 You agree that the Ministry may release the following information relating to this Agreement, the Project, and the Outcomes:
- (a) your name and contact details;
 - (b) the Contract ID;
 - (c) the title of the Project;
 - (d) the fund from which Funding for the Student's involvement in the Project is provided;
 - (e) the relevant sector;
 - (f) the total amount of Funding paid in the current financial year and previous years;
 - (g) the total amount of Funding payable over the duration of this Agreement;
 - (h) the year Funding was approved;
 - (i) statistics relating to the Student's involvement in the Project in aggregated form;
 - (j) information about the Student specified in the Schedule; and
 - (k) if the Ministry has terminated this Agreement pursuant to clause 8.1, a summary of the reasons for the termination.
- 6.4 You acknowledge that the Ministry may release information relating to this Agreement to its duly appointed agents and advisors, including New Zealand Trade and Enterprise and to New Zealand host tertiary education institution(s).
- 6.5 Except as provided for in clauses 6.3 and 6.4, the Ministry will not release information relating to this Agreement unless the Ministry is obliged to release that information under the Official Information Act 1982, the Privacy Act 2020, at law, under any regulation or to provide an answer to

any parliamentary questions, meet any parliamentary requirements, or provide information to a Minister.

- 6.6 The Ministry will advise you if it receives a request under the Official Information Act 1982 or the Privacy Act 2020 for any information relating to this Agreement and will consult with you before responding to the request.

7. CHANGE EVENTS

- 7.1 A change event ("**Change Event**") occurs if, either party during the term of the Project, receives new information or an event occurs that materially affects this Agreement, the Project or the Student, including, but not limited to, that the information or event:
- (a) prevents, or is reasonably likely to prevent, either party from being able to meet its obligations under this Agreement, including obligations relating to:
 - (i) the Funding or the Student; or
 - (ii) your ability to carry out and complete the Project and ensure that the Outcomes are achieved.
 - (b) may bring the reputation of the Ministry or the R&D Career Grant Programme into disrepute;
 - (c) constitutes a "notifiable event" under the Health and Safety at Work Act 2015
- 7.2 If a Change Event occurs:
- (a) the party with knowledge of the Change Event must immediately advise the other party of the Change Event by written notice; and
 - (b) the Parties will discuss options to resolve the Change Event in good faith, which may include taking no action, negotiating a variation to this Agreement or terminating this Agreement.
- 7.3 If the Parties are unable to resolve a Change Event within one month of the date of Notice in clause 7.2(a) either Party may immediately terminate this Agreement by notice.
- 7.4 Nothing in this clause prevents either of us from exercising our powers under clause 8.

8. TERMINATION AND REDUCTION OR SUSPENSION OF FUNDING

- 8.1 The Ministry may terminate this Agreement at any time by providing at least 10 business days written Notice to you.
- 8.2 The Ministry may terminate this Agreement immediately by Notice to you if:
- (a) the Student ceases to be employed with or contracted by you;
 - (b) the Student ceases working on the Project as specified in this Agreement;
 - (c) the Project ends or is put on hold;
 - (d) you use some or all of the Funding for purposes other than as set out in this Agreement, including misappropriation or fraud;
 - (e) you give any information, representation, or statement to the Ministry that is misleading or inaccurate in any material respect;
 - (f) you become or are presumed to be bankrupt, insolvent, are wound up, have a receiver, manager, or administrator appointed, or go into liquidation or receivership;
 - (g) a notifiable event (as defined in the Health and Safety at Work Act 2015) occurs in connection with the Student or Project;
 - (h) you are in breach of your obligations under this Agreement and that breach is not capable of being remedied;
 - (i) you fail to remedy any breach of your obligations under this Agreement within five Business Days of receipt of notice of the breach from us;
 - (j) you do or omit to do something or any matter concerning you comes to our attention which in our opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;

- (k) you have given or give any information to the Ministry which is misleading or inaccurate in any material respect; or
- (l) you have any conflict of interest that:
 - (i) in our opinion is so material as to impact adversely on your participating in the R&D Career Grant Scheme, the Ministry or the New Zealand Government;
 - (ii) you fail to notify us of; or
 - (iii) in our opinion you are unable or unwilling to resolve or deal with as required by us acting reasonably.

8.3 If the Ministry terminates this Agreement, the Ministry is not required to pay the Funding to you.

8.4 Termination of this Agreement is without prejudice to the rights and obligations that the parties have accrued up to and including the date of termination.

9. RETURN AND REPAYMENT OF FUNDING

9.1 On termination of this Agreement, we may (without limiting any of our other rights or remedies):

- (a) require you to provide evidence of how the Funding has been spent; and/or
- (b) require you to refund to the Ministry:
 - i. any of the Funding that has not been spent or committed by you. For the purposes of this clause, Funding is committed where it has been provided or promised to a third party for the purpose of carrying out your R&D Career activities and you, after using reasonable endeavours, are unable to secure a refund or release from that promise (as the case may be); or
 - ii. the proportion of the Funding that equates to the uncompleted part of your R&D Career activities as reasonably determined by the Ministry; and/or
 - iii. If the Funding has been misused or misappropriated by you, require you to refund some or all of the Funding for the R&D Career Grant scheme paid up to the date of termination, together with interest on that amount calculated at the Official Cash Rate of the Reserve Bank of New Zealand plus 5%, from the date you were paid the Funding to the date you repay the amount determined by the Ministry.

10. INDEMNITY, LIABILITY, AND INSURANCE

10.1 You indemnify the Ministry against any claim, liability, loss or expense, including, without limitation, legal fees on a solicitor own client basis, brought or threatened against or incurred by the Ministry arising from or in connection with this Agreement by you, or from the negligence or wilful misconduct of you or your Personnel.

10.2 To the maximum extent permitted by law, the maximum liability of the Ministry under or in connection with this Agreement whether arising in contract, tort (including negligence), or otherwise, is the total amount which would be payable under this Agreement.

10.3 The Ministry is not liable for any loss of profit, loss of revenue or other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement.

10.4 Where any person has entered into this Agreement as an independent trustee of the trust and are identified as an independent trustee, the Ministry acknowledges that provided the independent trustee has no interest in any of the assets of the trust other than as trustee and, except where the independent trustee acts fraudulently, they are liable under this Agreement only to the extent of the value of the assets of the trust available to meet your liability, plus any amount by which the value of those assets has been diminished by any breach of trust caused by the independent trustee's wilful default or dishonesty.

10.5 Where any person enters into this Agreement as a trustee of a trust, then (in addition to their warranty in clause 10.4) they warrant that:

- (a) they have signed this Agreement in accordance with the terms of the trust;
- (b) they have the right to be indemnified from the assets of the trust; and

(c) all trustees of the trust have approved entry into this Agreement.

10.6 You must effect and maintain for the term of this Agreement:

- (a) adequate insurance to cover standard commercial risks; and
- (b) other insurance reasonably required by the Ministry.

10.7 You must, upon request by the Ministry, provide the Ministry with evidence of its compliance with clauses 10.5 and 10.6

11. ENTIRE AGREEMENT

11.1 This Agreement sets out the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

12. NOTICES

12.1 Any notice given under this Agreement ("**Notice**") will be given by post or by email. Notices given by email will be deemed to have been given one Business Day after sending and Notices given by post will be deemed to have been given 3 Business Days after posting.

12.2 For the purposes of this clause, "**Business Day**" means any day not being a Saturday, a Sunday, or a public holiday as the term public holiday is defined in the Holidays Act 2003.

12.3 Notices to the Ministry will be sent to the following addresses, or any other address advised by the Ministry from time to time:

- (a) by post, to Funding and Contract Operations, Business and Consumer Branch, Te Whakatairanga Service Delivery, Ministry of Business, Innovation and Employment, PO Box 1473, Wellington 6140; or
- (b) by email, to the Manager, Contract and Funding Operations at fcmoperations@mbie.govt.nz

12.4 Notices to you will be sent to the person and to the address nominated in the Schedule.

13. SURVIVAL OF CLAUSES

13.1 Expiry or termination of this Agreement for any reason does not affect the validity and enforceability of this clause, clause 3 (Intellectual Property), clause 4 (Reporting and Record Keeping), clause 5 (Review), clause 6 (Confidentiality), clause 8 (Termination), clause 10 (Indemnity, Liability, and Insurance), clause 12 (Notices), clause 18 (Governing Law) and clause 19 (Waiver) and the provisions of the Payment Schedule and any Special Conditions set out in the Schedule, which that, by their nature, continue to be relevant (or expressly survive termination).

14. FORCE MAJEURE

14.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including, acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement ("**Force Majeure Event**"). The Party affected ("**affected party**") must:

- (a) notify the other Party ("non-affected party") as soon as practicable after the Force Majeure Event occurs of the nature and expected duration of the Force Majeure Event and keep the non-affected party reasonably informed of the steps the affected party is taking to mitigate and remedy the Force Majeure Event;
- (b) use reasonable endeavours to mitigate the effect of the Force Majeure Event; and
- (c) continue to perform its obligations under this Agreement to the extent reasonably practicable; and
- (d) resume full performance of its obligations under this Agreement as soon as reasonably practicable.

15. NATURE OF RELATIONSHIP

15.1 This Agreement does not create a relationship between the Parties of employer and employee, principal and agent, partners, or joint venturers.

16. VARIATIONS

16.1 The terms of this Agreement are varied as set out in the Schedule (if applicable).

16.2 This Agreement may be varied only by agreement in writing signed by the parties.

17. ASSIGNMENT & TRANSFER

17.1 You are not permitted to assign or transfer any of your rights or obligations under this Agreement without our prior written consent.

17.2 Any change affecting the control of your organisation will be deemed a transfer and an assignment.

17.3 We may:

- (a) assign or transfer any of our rights, powers and obligations under this Agreement without your consent; and
- (b) disclose to any potential assignee or transferee as such information (including personal information) about you and this Agreement as we consider appropriate. Any assignee or transferee may use such information for the same purposes and in the same manner as we can.

18. GOVERNING LAW

18.1 This Agreement will be governed by and construed in accordance with the laws of New Zealand and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.

19. WAIVER

19.1 No failure on our part to exercise and no delay in exercising, any right under this Agreement operates as a waiver of that right, nor shall any single or partial exercise of any right under this Agreement prevent any other or further exercise thereof or the exercise of any other right. The remedies provided under this Agreement are cumulative and not exclusive of any remedies provided by law.

20. PARTIAL INVALIDITY

20.1 The illegality, invalidity, or unenforceability of a provision of this Agreement under any law, does not affect the legality, validity, or enforceability of any other provision of this Agreement.

20.2 If any clause of this Agreement is held to be unenforceable or in conflict with the law, the invalid or unenforceable clause will be replaced with a clause, which as far as possible, accomplishes the original purpose of the clause.

21. HEALTH AND SAFETY

21.1 You must promptly notify us of any notifiable events under the Health and Safety at Work Act 2015 that occur in the performance of the Agreement or that have the potential to impact the performance of the Agreement.

21.2 We may suspend this Agreement immediately by giving written notice to you if we have what we consider are material concerns about your health and safety practices. Upon notice of the suspension, you will have an opportunity to rectify the health and safety issue(s) specified in the notice to the satisfaction of us. If the health and safety issue(s) specified in the notice are not rectified to our satisfaction within 20 business days, we may terminate the Agreement immediately under clause 8.1.

22. CONFLICT OF INTEREST

22.1 You must maintain a high standard of honesty and integrity at all times in the performance of this Agreement and must avoid Conflicts of Interest.

22.2 You warrant that, as at the Contract Start Date, you have no Conflict of Interest, other than any that you have declared to us and which we have accepted in writing on the basis that you have implemented an appropriate management plan for such Conflict of Interest.

22.3 Without limiting clause 0, you must:

- (a) immediately notify us in writing if a Conflict of Interest arises; and
- (b) take all actions reasonably required by us to manage any such Conflict of Interest.

EXAMPLE

SCHEDULE

Agreement Details – R&D Career Grant

Company's Details:

Name	
Postal Address	
Courier Address	
Contact person	
Contact phone	
Contact Email	

Student Details:

Name	
Email	

Approval Details:

Contract ID	
Proposal ID	
Project Title	
Funding	<p>The Ministry will contribute up to a maximum of \$[Contract value] (excluding GST) as set out in the Payment Schedule.</p> <p>You must pay the student the funding as a salary over a six-month period.</p> <p>You can top-up the salary to meet your employment agreement with the student, should it be more than the amount stated above.</p>
Contract Start Date	

Contract End Date	
Variations to Terms and Conditions document	<p>Please note that the Ministry has approved a duration of 8 months for administration purposes, however the timeframe of support remains as the first 6 months of the student’s annual salary.</p> <p>The following variations to the Terms and Conditions document apply:</p>

Payment Schedule	<ol style="list-style-type: none"> 1. The Funding will be paid upon receipt of a valid Invoice, issued by you, in the name of the Ministry: <ol style="list-style-type: none"> (a) monthly; (b) quarterly; or (c) together with the final report on the Project, no later than 2 months after the Contract End Date. 2. The Invoice must specify the amount of Funding claimed and include: <ol style="list-style-type: none"> (a) evidence of the wage/salary you have made to the Student; and (b) a report that covers the reporting schedule. 3. If the invoice and report is satisfactory to the Ministry in all respects, the Ministry will pay the invoice within 20 Business Days after receipt of the invoice and report. 4. A final invoice and report must be issued to the Ministry no later than 2 months after the Contract End Date 5. If you do not provide a final Invoice and report in accordance with this Payment Schedule, within 2 months after the Contract End Date, the Ministry is not liable to pay any Funding.
Reporting Schedule	<p>You must provide a report on the Student's involvement in the Project in the form and manner specified by the Ministry, through the online portal.</p> <ol style="list-style-type: none"> 1. A report must accompany an invoice as detailed in the Payments Schedule.

Special Conditions

Condition	Type	Due Date	Date Satisfied