

DATED

2024

**AGREEMENT FOR FUNDING FOR
[INSERT NAME OF FUND]**

THE ROYAL SOCIETY OF NEW ZEALAND

And

[HOST ORGANISATION]

Agreement number: [specify]

TABLE OF CONTENTS

BACKGROUND	1
AGREEMENT	1
SCHEDULE 1 – KEY TERMS	2
APPENDIX 1 – ELIGIBILITY CRITERIA	6
APPENDIX 2 – BUDGET	7
APPENDIX 3 – TIMELINE	8
SCHEDULE 2 – STANDARD TERMS AND CONDITIONS	9
1. TERM	9
2. PARTIES' OBLIGATIONS	9
3. PAYMENT OF FUNDING BY THE SOCIETY	9
4. CONTINUE TO MEET ELIGIBILITY CRITERIA	9
5. EMPLOYING AND SUPPORTING THE KEY CONTACT PERSON	10
6. KEY PERSONNEL, STAFF AND SUBCONTRACTORS	10
7. COMMENCEMENT AND COMPLETION OF THE PROGRAMME	10
8. USE OF FUNDING AND ACKNOWLEDGEMENT OF FUNDING	11
9. REPORTING	12
10. RESEARCH FINDINGS AND ACCESS TO DATA AND SAMPLES	13
11. NEW ZEALAND RESEARCH INFORMATION SYSTEM	14
12. AUDIT, SOCIETY'S ACCESS TO INFORMATION AND THE HOST ORGANISATION'S PREMISES	14
13. PROTECTION OF PERSONAL INFORMATION	15
14. CHILD PROTECTION POLICY	15
15. RISK ASSESSMENT AND PROTECTIVE SECURITY REQUIREMENTS	16
16. CHANGES TO OWNERSHIP OR CONTROL	16
17. RESPONSIBILITY FOR TAXES, LEVIES, AND CHARGES	16
18. HEALTH AND SAFETY	16
19. MUTUAL WARRANTY	16
20. SOCIETY'S WARRANTIES IN RELATION TO INTELLECTUAL PROPERTY	16
21. HOST ORGANISATION'S WARRANTIES, AND INTELLECTUAL PROPERTY	17
22. CHANGE EVENTS	17
23. TRANSFER OF AGREEMENT	18
24. TERMINATION	18
25. CONSEQUENCES OF TERMINATION	19
26. MISUSE	20
27. LIABILITY	20
28. INDEMNITY	20
29. CONFIDENTIALITY AND PUBLICATION AND DISCLOSURE OF INFORMATION	20
30. DISPUTE RESOLUTION	21
31. FORCE MAJEURE	22
32. ASSIGNMENT	22

33. NATURE OF AGREEMENT	22
34. PARTIAL INVALIDITY	22
35. NOTICES	22
36. ENTIRE AGREEMENT AND VARIATION	22
37. SURVIVAL OF CLAUSES	22
38. PRECEDENCE	23
39. GOVERNING LAW	23
40. DEFINITIONS AND INTERPRETATION	23
APPENDIX A: DECLARATION REGARDING COMPLIANCE WITH THE SOCIETY'S CODE OF PROFESSIONAL STANDARDS AND ETHICS	26

BETWEEN: THE ROYAL SOCIETY OF NEW ZEALAND, a body corporate constituted under the Royal Society of New Zealand Act 1997 at 11 Turnbull Street, Thorndon, Wellington (Society)

AND: [NAME OF INSTITUTION], [description and address] (Host Organisation)

Each a "party" and together "the parties"

BACKGROUND

- A. [Insert name of fund and description]
- B. On behalf of MBIE, the Society is responsible for awarding and managing funding for [insert name of fund].
- C. The Society has [insert a brief description of what has happened in the lead up to this agreement (eg, that the Society has awarded a Fellowship, and who the Key Contact Person is)] and will provide funding to the Host Organisation for the Programme. The Host Organisation has agreed to host [and support] the Key Contact Person in relation to that Programme.
- D. This Agreement records the arrangements reached between the Society and the Host Organisation for the provision of [insert name of fund] funding for [to specify – for example, the Programme research undertaken by the Key Contact Person and Other Key Personnel].

AGREEMENT

The parties agree to be bound by the terms of this Agreement, which include:

- (a) Schedule 1 – Key terms (including any attached Appendices); and
- (b) Schedule 2 – Standard Terms and Conditions
 - (i) Appendix A - Declaration regarding compliance with the Society's Code of Professional Standards and Ethics.

Execution

SIGNED for and on behalf of)
THE ROYAL SOCIETY OF)
NEW ZEALAND by)

Signature

[Print Name]

Position

SIGNED for and on behalf of)
[INSTITUTION] by)

Signature

[Print Name]

Position

SCHEDULE 1 – KEY TERMS

[INSERT NAME OF FUND]

1. Key dates

Start Date of Agreement	[Specify start date of agreement]
Completion Date	[Specify completion date]

2. Key Contact Person

Name	Role	Contact details	FTE
			[To be completed if applicable – if not applicable include "N/A"]

3. Other Key Personnel

Name	Role	FTE
		[To be completed if applicable – if not applicable include "N/A"]

4. Description of Programme

Programme Title	
Application Number	
Overall aim of Programme	

5. Acknowledgement of Funding

For the purposes of clause 8.5 of Schedule 2, the phrase that must be used to acknowledge the provision of funding and support from the New Zealand Government is [insert required wording. For example, "Supported by the [Name of Fund] from Government funding, administered by the Royal Society Te Apārangi"].

6. Reporting dates

Year	Report	Due date
[insert year]	[Interim Report]	
	[Annual Report]	
[insert year]	[Interim Report]	
	[Annual Report]	
[insert year]	[Interim Report]	
	[Annual Report]	
[insert year]	[Interim Report]	
	[Annual Report]	

7. Funding – [populate this table as required, breaking down the components of each year's funding, if applicable]

Year	Amount of Funding (GST excl.)	Purpose of Funding	Payment details
[insert year]			<i>[Eg, in equal instalments on the 2nd Business Day after the 20th day of each month]</i>
			<i>[Eg, on receipt of the 2024 interim / final report]</i>
[insert year]			
TOTAL			

8. Address for notices

Party name	Contact details
The Royal Society of New Zealand	<i>[Contact]</i> <i>[Phone number]</i> <i>[Address / email address]</i>
[Name of Host Organisation]	<i>[Contact]</i> <i>[Phone number]</i> <i>[Address / email address]</i>

9. Additional terms that apply in addition to the terms in Schedule 2 (if any) - [use this table to insert additional terms that are relevant to the fund. You should include a clause number, and the additional term, in the table.

Some example additional clauses for different funds are set out below:

For Fellowships:

Clause	Additional term
[7.4]	<i>The Host Organisation must ensure that the Key Contact Person:</i> <i>(a) participates in hui organised by the Society relating to the [name of Fund] Fellowship; and</i> <i>(b) if requested by the Society, presents their findings, and demonstrates the impact of the research undertaken within the Programme in a forum specified by the Society.</i>
[6.3]	<i>If a postgraduate student is funded from the Funding, the Host Organisation must ensure that:</i> <i>(a) the Key Contact Person is the primary supervisor of that postgraduate student; and</i> <i>(b) if the postgraduate student is a PhD student, the PhD student began their studies within 12 months from the Commencement Date (unless agreed otherwise in writing by the Society)."</i>
[7.5]	<i>Notifies the Society if the Key Contact Person is awarded any other research proposal from the Society or another funding agency which involves a time commitment of greater than, or equal to, 0.1 FTE</i>

For Catalyst Funds:

Clause	Additional term
[7.4]	<i>"The Host Organisation must ensure that the relevant Key Personnel who participate in the Programme have adequate medical and travel insurance before travelling outside of New Zealand."</i>

10. Variations to terms in Schedule 2 (if any) – [use this table to set out any amendments to the terms of Schedule 2].

Clause number	Amendment

11. Appendices attached to Schedule 1 [*insert additional appendices to Schedule 1 here, as required, as well as a term to operationalise the appendix (as described in clause 9). Delete any that do not apply to a particular fund*]

Appendix number	Title
1	Eligibility Criteria
2	Budget
3	Timeline
[X]	[Appendix title]

APPENDIX 1 – ELIGIBILITY CRITERIA

[If applicable, insert any eligibility criteria; otherwise replace this appendix with the Appendix 1 referred to in clause 11 of Schedule 1]

APPENDIX 2 – BUDGET

[If applicable, insert the budget; otherwise replace this appendix with the Appendix 2 referred to in clause 11 of Schedule 1]

APPENDIX 3 – TIMELINE

[If applicable, insert the timeline; otherwise replace this appendix with the Appendix 3 referred to in clause 11 of Schedule 1]

SCHEDULE 2 – STANDARD TERMS AND CONDITIONS

1. Term

- 1.1 This Agreement commences on the Start Date and will end on the Completion Date unless terminated earlier in accordance with clause 24 of this Agreement.

The Parties' obligations

2. Parties' obligations

- 2.1 Each Party agrees to:

- (a) act in good faith and honestly in their dealings with each other;
- (b) discuss matters affecting this Agreement or the Programme with the other, whenever necessary;
- (c) notify each other promptly of any actual or anticipated issues that could:
 - (i) significantly impact on the Programme or the Funding; or
 - (ii) attract external attention (such as receiving media attention), or represent potential risk to the Government; and
- (d) comply with all applicable laws and regulations.

The Society's obligations

3. Payment of Funding by the Society

- 3.1 Subject to the terms of this Agreement, and the Society receiving funding from MBIE to cover the Funding under this Agreement, the Society will:

- (a) provide Funding for the Programme up to the maximum amount shown in clause 7 of Schedule 1; and
- (b) subject to clause 3.2, pay the Funding to the Host Organisation in accordance with the payment details set out in clause 7 of Schedule 1.

- 3.2 The Society may withhold payments of Funding until the Society has received all of the due reports specified in clause 6 of Schedule 1, and the Society has determined that those reports have been completed to a satisfactory standard.

The Host Organisation's obligations

4. Continue to meet Eligibility Criteria

- 4.1 If there are Eligibility Criteria, the Host Organisation must:

- (a) continue to meet the Eligibility Criteria to be a Host Organisation; and
- (b) ensure that the Key Contact Person continues to meet the applicable Eligibility Criteria.

5. Employing and supporting the Key Contact Person

5.1 The Host Organisation must:

- (a) employ the Key Contact Person for the duration of this Agreement, as specified in Schedule 1;
- (b) provide such intellectual support, premises, equipment, consumables and facilities as may be necessary to allow the Programme to be undertaken in accordance with this Agreement, and allow the Key Contact Person to complete the Programme in accordance with this Agreement; and
- (c) ensure that the terms and conditions of any agreements or other arrangements that it enters into with the Key Contact Person are consistent with this Agreement, and will allow both parties to this Agreement to exercise their rights and meet their obligations under this Agreement.

6. Key Personnel, staff and subcontractors

6.1 If there is a Budget, the Host Organisation must:

- (a) assign all Other Key Personnel to the Programme for at least the amount of time specified in the Budget, if applicable;
- (b) ensure that the applicable amount of time specified in the Budget for those Other Key Personnel is reflected in any subcontracting and employment arrangements with those Other Key Personnel;
- (c) notify the Society as soon as practicable of any proposal to change the involvement of any of the Other Key Personnel in the Programme from what is specified in the Budget (such a change requires the prior written approval of the Society); and
- (d) obtain written approval from the Society before employing or contracting with any other person to work on the Programme.

6.2 If the Host Organisation enters into a contract for services or a contract of employment with a subcontractor or staff member involved in the Programme (including Key Personnel), the Host Organisation must ensure that:

- (a) each subcontractor or staff member understands that the Society will not directly meet any remuneration or other payments that are to be paid to them;
- (b) each subcontractor or staff member understands that there is no contractual relationship between the Society and the subcontractor or staff member; and
- (c) each contract for services or employment agreement entered into by the Host Organisation in relation to the Programme expressly states that it may be terminated if funding provided by the Society under this Agreement is reduced, suspended, or terminated for any reason.

7. Commencement and completion of the Programme

7.1 The Host Organisation must ensure that the Key Contact Person:

- (a) commences the Programme by the date specified in clause 1 of Schedule 1;

- (b) uses their best endeavours to complete the Programme by the Completion Date, and, if there is a Timeline, comply with that Timeline;
- (c) completes the Programme with due care, skill and diligence, and to an appropriate professional standard;
- (d) complies with any standards and codes relevant to the type of research being undertaken;
- (e) subject to paragraph (f), applies for and obtains all consents, licences, permits, and approvals that are required, including, without limitation, statutory and ethical consents and any approval required under a moratorium, for research or for implementing the Programme;
- (f) notifies the Society as soon as practicable if it becomes apparent or suspected that any required consent or approval is unavailable or if the consent or approval cannot be obtained by the date by which it is required;
- (g) complies with any government policy or directive specified by the Society in a notice to the Host Organisation; and
- (h) notifies the Society immediately if any issue arises that is impacting, or is likely to impact, on the progress of the Programme, or the Host Organisation meeting its obligations under this Agreement.

7.2 The Host Organisation will notify the Key Personnel of the Society's preference that the Key Personnel obtain and maintain an Open Researcher and Contributor ID and write the research to their ORCID profile.

7.3 The Host Organisation must ensure that each Key Personnel (including the Key Contact Person):

- (a) gives the declaration in Appendix A of this Schedule by signing the form in Appendix A;
- (b) provides the signed copy of the declaration to the Host Organisation (which must be provided to Society if so requested); and
- (c) complies with the Society's Code of Professional Standards and Ethics.

8. Use of Funding and acknowledgement of Funding

8.1 The Host Organisation must ensure that:

- (a) the Funding is used only:
 - (i) if there is a Budget, in a manner that is consistent with the Budget;
 - (ii) for the Programme; and
 - (iii) for the specific purposes described in clause 7 of Schedule 1 of this Agreement; and
- (b) not more than \$5,000 (GST inclusive) of the Funding is used for any capital investment that relates to the Programme unless agreed by the parties.

8.2 The Host Organisation must maintain true and accurate records, including appropriate accounting records, of its use of the Funding for at least 7 years after termination or expiry of this Agreement.

- 8.3 The Society may immediately suspend any payments of the Funding if the Funding is used for any purpose other than as specified in this Agreement.
- 8.4 If, on the Completion Date, the Host Organisation holds any Unspent Funding, the Host Organisation must:
- (a) if the amount of Unspent Funding is \$10,000 (GST exclusive) or more, repay the Unspent Funding into a bank account specified by the Society; or
 - (b) if the amount of Unspent Funding is less than \$10,000 (GST exclusive):
 - (i) notify the Society in writing of the amount of Unspent Funding; and
 - (ii) provide the Unspent Funding to the Key Contact Person and ensure that the Key Contact Person only uses that Unspent Funding for a purpose relating to the Programme.
- 8.5 The Host Organisation must acknowledge, and ensure that Key Personnel acknowledge, when and where appropriate, the provision of funding support from the New Zealand Government by using the phrase specified in clause 5 of Schedule 1 or similar wording.
- 8.6 To avoid doubt, the Society is not liable for any costs in relation to the Programme that occurred before the Start Date, or for any such costs incurred by the Host Organisation after the Completion Date.
- 9. Reporting**
- 9.1 The Host Organisation must notify the Society immediately in writing if any issue arises that is impacting, or is likely to impact, on the progress of the Programme, or the Host Organisation meeting its obligations under this Agreement.
- 9.2 The Host Organisation must provide reports to the Society on the Programme by the dates set out in clause 6 of Schedule 1 and using the templates specified by the Society on:
- (a) the progress of the Programme;
 - (b) the use of the Funding; and
 - (c) any other matters relating to the Programme of which the Society has notified the Host Organisation in writing.
- 9.3 In addition to the matters set out in clause 9.2, the Host Organisation must ensure that the final report includes the following matters:
- (a) the data and sample repositories that will be used to store the metadata, data and samples collected as part of the Programme; or
 - (b) if no data or sample repositories are available, where the metadata will be stored.
- 9.4 The Society may request additional information from the Host Organisation in relation to the Programme at any time. In the request, the Society will detail the reasons for the request, and the date by which it requires the information. The Host Organisation must use its best endeavours to give the Society the requested information by the dates specified by the Society.

9.5 The Host Organisation grants to the Society and MBIE a perpetual, non-exclusive, sub-licensable, transferable, fully paid and irrevocable licence to use the reports provided under clauses 9.2, 9.3, and 9.4 of this Agreement in whole or in part for any purpose in the Society or MBIE sole discretion which includes the right to use, store, copy, disseminate, or modify such reports.

10. Research Findings and access to data and samples

10.1 The Host Organisation must ensure that:

- (a) all peer-reviewed journal articles and peer-reviewed conference proceedings relating in any way to the Programme are available with Open Access:
 - (i) immediately on publication; or
 - (ii) in the case of such papers published in a subscription-based publication that requires an embargo period, immediately at the end of the embargo period, or 12 months after the date of such publication, whichever is the earlier;
- (b) the Open Research Policy, which is published and updated from time to time by MBIE, is implemented and complied with in relation to the Programme; and
- (c) data and information generated as a result of this Agreement meets the New Zealand Data and Information Management Principles (**NZDIM Principles**), and makes discoverable, accessible and reusable data that is not personal, classified, or Confidential Information.

10.2 Without limiting the Society's rights under this Agreement, if the Society considers that the Host Organisation has not complied with clause 10.1(a), the Open Research Policy or the NZDIM Principles, the Society may notify the Host Organisation of this, and the Host Organisation must provide the Society with written reasons as to why the Research Findings have not been made public, or the Open Research Policy or the have not been complied with.

10.3 The Host Organisation will use reasonable endeavours to ensure that the following policies guide its data management approach:

- (a) the New Zealand Government Open Access and Licensing Framework, which advocates for the use of creative commons licenses;
- (b) MBIE's Environmental Data Management Policy Statement. The Host Organisation acknowledges that, if the Programme for which Funding is given includes environmental science, it will seek to agree to license the produced copyright works under a Creative Commons Attribution 4.0 New Zealand licence (CC-BY);
- (c) when appropriate, principles for safe and effective use of data and analytics principles which were developed by the Privacy Commissioner and Government Chief Data Steward;
- (d) Findable, Accessible, Interoperable and Reusable (FAIR) data principles for scientific data management and stewardship; and
- (e) any other policies relevant to the Programme.

10.4 Subject to clause 10.5, the Host Organisation must establish adequate and reasonable access to metadata, data and samples collected as part of the Programme within twelve months of the Completion Date of the Agreement to:

- (a) people carrying out research; and
- (b) national and international repositories.

10.5 The Host Organisation does not have to comply with clause 10.4 if:

- (a) the Host Organisation is prohibited from complying with that clause under any required ethical consent or approval; or
- (b) the Society has granted the Host Organisation an exemption in accordance with clause 10.6.

10.6 The Host Organisation may seek an exemption from the requirement in clause 10.4 by providing the Society with written reasons as to why that clause cannot be complied with.

10.7 If the Society receives a written request from the Host Organisation under clause 10.6, the Society will grant an exemption if the Society considers that it would be unreasonable to require the Host Organisation to comply with clause 10.4.

11. New Zealand Research Information System

11.1 The Host Organisation must ensure that it:

- (a) provides any information requested by the Society that the Society is required to/intends to put into the New Zealand Research Information System (**NZRIS**);
- (b) either, at the times specified by the Society:
 - (i) confirms the details relevant to the Programme that the Society included in the NZRIS; or
 - (ii) advises the Society of any errors in the information included in the NZRIS; and
- (c) inputs any further information into the NZRIS that the Society requires.

12. Audit, Society's access to information and the Host Organisation's premises

12.1 The Host Organisation agrees to co-operate, assist and give, and ensure that the Key Personnel co-operate, assist and give, full access to the Host Organisation's Personnel, systems, information, data, accounts, documents and records relevant to this Agreement, and provide any information requested by the Society, to the Society or its authorised agents to:

- (a) allow the Society to inspect the conduct and progress of the Programme and use of the Funding so that the Society can determine whether the Host Organisation is complying with the terms of this Agreement; and
- (b) enable the Society to reasonably satisfy its own duties to report and be accountable for its provision of the Funding, including to provide any information requested by MBIE in relation to the Programme (**Audit**).

12.2 If an Audit reveals any material non-compliance with this Agreement, the Host Organisation will bear all of the Society's costs in carrying out that Audit, in addition to any other rights and remedies the Society may have in respect of the non-compliance.

12.3 The Society may undertake an Audit up to seven years after the termination or expiry of this Agreement.

13. Protection of personal information

13.1 If the Host Organisation or any Key Personnel have access to Personal Information under or in connection with this Agreement or the Programme, the Host Organisation must ensure that:

- (a) the Personal Information is only used, accessed, stored, processed or transmitted to the extent necessary to undertake the Programme;
- (b) the Personal Information is protected against loss, access, use, modification, or unauthorised disclosure;
- (c) all information and assistance reasonably required by the Society is provided to the Society to enable the Society to comply with its obligations under the Privacy Act 2020 in relation to this Agreement; and
- (d) it complies with the Privacy Act and does not do anything under this Agreement that would cause the Society to breach the Privacy Act.

13.2 The Host Organisation must ensure that, if any Key Personnel become aware of any Privacy Breach, they immediately notify the Host Organisation.

13.3 If the Host Organisation becomes aware of any material Privacy Breach in relation to this Agreement (including following a notification from one or more Key Personnel), it must notify the Society immediately after becoming aware of the breach and take all reasonable steps:

- (a) to identify the person or persons affected;
- (b) if required by the Society, to undertake its own investigation; and
- (c) to stop, and/or mitigate the impact of, any Privacy Breach and prevent its reoccurrence.

14. Child protection policy

14.1 The Society is fully committed to safeguarding the welfare of all children who participate in programmes in which the Society is involved.

14.2 If the Programme includes research that involves children, the Host Organisation will ensure that:

- (a) one of the following apply:
 - (i) it has a written child protection policy that is consistent with the objectives of the Children's Act 2014, and that contains provisions on the identification and reporting of child abuse and neglect; or
 - (ii) it adopts the Society's child protection policy; and
- (b) if applicable, people involved in working with the children are safety checked in the manner set out in Part 3 of the Children's Act 2014.

15. Risk assessment and Protective Security Requirements

- 15.1 The Host Organisation must take steps to consider risks associated with sensitive technologies as defined by the Government's Protective Security Requirements.
- 15.2 If the Host Organisation identifies risks associated with sensitive technologies, the Host Organisation must:
- (a) assess the need or potential need to satisfy legal and regulatory obligations under New Zealand's export controls regime;
 - (b) assess the need to limit access to sensitive technology that could be used in ways contrary to the responsible conduct of research and the principles of research integrity; and
 - (c) notify the Society as soon as is practicable of steps taken.

16. Changes to ownership or control

- 16.1 If the Host Organisation becomes aware of a change or likely change of ownership or control of the Host Organisation, the Host Organisation must notify the Society as soon as possible.

17. Responsibility for taxes, levies, and charges

- 17.1 The Host Organisation:
- (a) must ensure that, if required, it is GST registered; and
 - (b) is responsible for all taxes, duties and charges that may arise in connection with a payment of the Funding, including GST and income tax, and any related penalties.

18. Health and Safety

- 18.1 The Host Organisation will have in place processes for identifying and assessing the extent of health and safety risk and the available ways to eliminate or minimise the risk to ensure health and safety as required under the Health and Safety at Work Act 2015.
- 18.2 The Host Organisation must promptly notify the Society 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.
- 18.3 The Society may suspend this Agreement immediately by giving notice to the Host Organisation if the Society has, in its reasonable opinion, material concerns about the Host Organisation's health and safety practices.

Warranties and Intellectual Property

19. Mutual warranty

- 19.1 Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.

20. Society's warranties in relation to Intellectual Property

- 20.1 The Society warrants and undertakes to the Host Organisation that the Society:

- (a) will make no claim to ownership of any Intellectual Property arising from, or in relation to, the Programme; and
- (b) agrees that all Intellectual Property arising from, or in relation to, the Programme is the property of the Key Contact Person, the Host Organisation, or any third party as determined between them.

21. Host Organisation's warranties, and Intellectual Property

21.1 The Host Organisation warrants and undertakes to the Society that it will:

- (a) be responsible for determining the ownership of Intellectual Property arising from, or in relation to, the Programme between itself and any third parties (including the Key Personnel) that may seek to claim ownership; and
- (b) use reasonable endeavours to ensure that Intellectual Property developed from the Programme is exploited to the benefit of New Zealand.

21.2 The Host Organisation warrants that:

- (a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency administration in relation to the Host Organisation;
- (b) all information provided by it to the Society in connection with this Agreement was, at the time it was provided, true, complete and accurate in all material respects; and
- (c) it is not aware of any material information that has not been disclosed to the Society which may, if disclosed, materially adversely affect the decision of the Society whether to provide the Funding.

21.3 To enable the Society to meet its obligations to MBIE, the Host Organisation grants, or will obtain for the Society, at no charge, a non-exclusive, transferable, perpetual, royalty-free, fully-paid, irrevocable licence for the Society to use as it thinks fit (which includes, without limitation, copying, modifying, developing, disseminating, marketing, assigning or licensing) any Intellectual Property in any reports, documents or material provided to the Society by or on behalf of the Host Organisation under this Agreement. This includes any third party's Intellectual Property incorporated in anything provided to the Society by or on behalf of the Host Organisation under this Agreement.

21.4 To avoid doubt, the Host Organisation acknowledges that the Society may transfer or assign the licence referred to in clause 21.3 to MBIE, as required.

Change events and termination of this Agreement

22. Change Events

22.1 Each of the following is a Change Event for the purpose of this Agreement:

- (a) the Society is dissatisfied, on reasonable grounds, with the quality of the Host Organisation or with any of the Key Personnel's conduct in carrying out the Programme (including meeting any Timeline, or the use of the Funding by the Host Organisation);
- (b) there is a change to the ownership or control of the Host Organisation;

- (c) there is a change to the involvement of any of the Key Personnel (including the Key Contact Person) or subcontractors in the Programme without the Society's prior written approval;
- (d) the Society is dissatisfied on reasonable grounds with the quality or timeliness of the Host Organisation's reporting on the Programme;
- (e) the Host Organisation breaches any other material term of this Agreement and fails to correct the breach within the time specified by the Society in a notice to the Host Organisation; or
- (f) there is a policy change by the Government that reduces or stops some or all of the Funding.

22.2 If a Change Event occurs:

- (a) the Society may give notice to the Host Organisation of the Change Event;
- (b) the parties will, in good faith, discuss options to try and resolve the Change Event, which could include trying to agree on a variation to this Agreement to reflect the Change Event (for example, a change in the scope of the Programme or reduction in the amount of Funding); and
- (c) the Society may suspend payment of the Funding from the date of notice of the Change Event.

22.3 If the Society fails to take any particular action on the happening of a Change Event, its inaction will not be deemed to be a waiver of its rights to take action on the Change Event at a later date.

22.4 The Parties agree that:

- (a) neither Party may raise a dispute under clause 30 if a Change Event is notified under clause 22; and
- (b) nothing in this clause 22 prevents the Society from terminating this Agreement (as the case may be) under clause 24.

23. Transfer of Agreement

23.1 If the Key Contact Person requests to change host organisation, and the Society agrees to that request, the Society may notify the Host Organisation that this Agreement is to be transferred to a new host organisation.

23.2 If the Host Organisation receives a notification from the Society under clause 23.1, the Host Organisation must take all steps practicable to enable that transfer, including repaying any amount of Funding paid but not used for the purposes of, and in accordance with, this Agreement.

24. Termination

24.1 The Society may terminate this Agreement by giving notice to the Host Organisation, and no further payments will be made by the Society, if:

- (a) the Society and the Host Organisation are unable to resolve a Change Event within 2 months after the date of the notice given in accordance with clause 22.2 of this Schedule;
- (b) any information given, or representation, or statement made, to the Society in the Application and subsequent correspondence, or made in the course of the Programme, is found to be misleading, or inaccurate in any material respect;

- (c) the Host Organisation commits, or is likely to commit, a material breach of this Agreement that is not capable of being remedied;
- (d) the Host Organisation commits, or is likely to commit, a material breach of this Agreement that is capable of being remedied, but fails to remedy the breach to the Society's satisfaction within any reasonable time specified by the Society in a notice;
- (e) the Key Contact Person requests to change host organisation, and the Society agrees to that request;
- (f) the Key Contact Person's employment with the Host Organisation ends or is terminated;
- (g) the Host Organisation:
 - (i) ceases to conduct any substantial part of its business;
 - (ii) is or is deemed to be unable to pay its debts as they fall due;
 - (iii) becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors;
 - (iv) has any of its assets subject to any form of seizure;
 - (v) goes into liquidation, either voluntary or compulsory;
 - (vi) has a receiver, administrator or any similar officer appointed;
 - (vii) is wound-up; or
 - (viii) suffers any analogous event;
- (h) the funding available to the Society is reduced or withdrawn or suspended for any reason beyond the control of the Society (including if there is a change of Government policy or priorities affect the Funding), so that the Society is unable to meet its obligations to the Host Organisation;
- (i) the Host Organisation does or omits to do anything in relation to this Agreement that in the Society's reasonable opinion may cause damage to the business or reputation of the Society or of the Government; or
- (j) the Society is advised that there has been an adverse audit finding for any current or prior agreements entered into between the Parties.

24.2 If the Society fails to take any particular action on the happening of an event detailed in clause 24.1 its inaction will not be deemed to be a waiver of its rights to take action on that event at a later date.

25. Consequences of termination

25.1 In the event of termination under clause 24.1 the Society may:

- (a) require the Host Organisation to return all Funding not spent or in respect of which contractual liabilities have not been incurred by the Host Organisation at the date of termination; or
- (b) if termination occurs under clause 24.1(b) or 24.1(c), or on the basis that the Host Organisation has breached clause 8, require the Host Organisation to return all Funding paid

up to the date of termination, together with interest in all sums due, at the same credit and debit rate that is charged by Inland Revenue on each day on which interest is charged by the Society, from the date on which the Host Organisation was paid the money by the Society to the date the Host Organisation returns the money, or set off the amount against any payment to be made to the Host Organisation under any other contract, existing or future, with the Society.

25.2 To avoid doubt, if this Agreement is terminated, the Society is not required to pay any Funding suspended from the Host Organisation under this Agreement.

26. Misuse

26.1 Without limiting any other rights contained in this Agreement, if any amount of the Funding is stolen, misused or misappropriated, the Host Organisation must notify the Society and take such action to recover that money as the Society directs.

Other terms and conditions

27. Liability

27.1 Under no circumstances will the Society be liable to the Host Organisation, the Key Personnel, or any other party, for:

- (a) any loss, damage, injury or cost (direct or consequential) arising from the conduct of the Programme, or from the results or products of the Programme; or
- (b) the suitability, safety, proper performance, commercial viability or marketing of the results or products of the Programme.

28. Indemnity

28.1 The Host Organisation undertakes to indemnify the Society from any claims, liability, demands, costs, legal fees, actions or proceedings of any nature, brought or threatened against or incurred by the Society, which may arise at any time from the Programme, or from the results or products of the Programme.

29. Confidentiality and publication and disclosure of information

29.1 Subject to clause 29.2, the parties will not disclose another party's Confidential Information to any third party (including a subcontractor) unless:

- (a) such disclosure is necessary to perform the party's obligations under this Agreement; and
- (b) the third party is bound by obligations in writing no less onerous than those contained in this clause prior to any disclosure.

29.2 The Host Organisation acknowledges that the Society:

- (a) may disclose and publish the following information:
 - (i) names and roles of Key Personnel, the Host Organisation, Application number, Funding panel, Funding category, amount of Funding, Programme title, Programme abstract or description, and research area;

- (ii) the report summary, which is part of the final report required under clause 9 of this Schedule; and
 - (iii) Schedule 2 of this Agreement on its website;
- (b) may disclose Confidential Information and other information relating to the Programme (including anonymised data of a statistical nature) to MBIE, Ministers, and as required by law (including if required to respond to any requests made to MBIE under the Official Information Act 1982); and
- (c) will work together with MBIE in good faith to ensure that Confidential Information is not made public on the New Zealand Research Information System. However, the Host Organisation acknowledges that MBIE, as a public funder, has obligations to provide research, science and innovation sector data to the New Zealand Research Information System.

29.3 The parties will not use, or allow third parties that have been given information under clause 29.1 to use, the other party's Confidential Information other than for the purposes for which it was disclosed and where such use is necessary to perform a party's obligations under this Agreement.

29.4 Except as provided for in this Agreement, each party must not publicise any of the terms of this Agreement or any other matters related to it without obtaining the prior written consent of the other party.

29.5 By agreement, the parties can jointly publish Research Findings and other matters arising from, or in relation to, the Programme.

29.6 Nothing in this clause 29 prevents the Society from using any Confidential Information for the purposes of providing the Confidential Information as evidence in a dispute, or for the purposes of enforcing this Agreement.

30. Dispute resolution

30.1 The parties will, in the first instance, attempt to resolve any disputes arising in connection with this Agreement by discussion between the parties.

30.2 If a dispute arising in connection with this Agreement cannot be resolved by discussion, either party may notify the other, in writing, of its intention to request a meeting to try and resolve the dispute.

30.3 If such matter is not resolved within 20 Business Days of the meeting or such extended period as the parties may agree upon, either party may, after giving notice to the other party, refer the matter to mediation or, if agreed by the parties, some other form of alternative dispute resolution.

30.4 If a dispute is referred to mediation, the mediation will be conducted:

- (a) by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute;
- (b) on the terms of the Resolution Institute Mediation Rules; and
- (c) at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.

30.5 Each party will pay its own costs of mediation or alternative dispute resolution under this clause.

30.6 If there is a dispute, each party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.

31. Force majeure

31.1 Despite any provisions of this Agreement, neither party will be liable to the other for any delay or default due to natural calamities, acts or demands of governments or any government agency, wars, riots, strikes, floods, accidents or other unforeseen events beyond its control and not due to its fault or neglect.

31.2 If a party is unable to perform its obligation under this Agreement because of an event of the type described in clause 31.1 for a period of 2 months or more, the other party may terminate this Agreement immediately by notice.

32. Assignment

32.1 Unless specifically provided for elsewhere in this Agreement, this Agreement may not be transferred, or assigned, or subcontracted without the prior consent in writing of both parties, which consent shall not be unreasonably withheld.

33. Nature of Agreement

33.1 Nothing in this Agreement can be construed as establishing a contract of employment, a partnership, agency, or a joint venture between the Society and the Host Organisation, or between the Society and any of the Key Personnel.

34. Partial Invalidity

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

34.2 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.

35. Notices

35.1 All notices must be:

- (a) in writing and delivered by hand, by post or by email to the recipient's address for notices stated in clause 8 of Schedule 1; and
- (b) signed, or in the case of email sent, by the appropriate manager or person having the authority to do so.

36. Entire Agreement and variation

36.1 This Agreement represents the entire agreement between the parties.

36.2 No modification, variation or waiver of this Agreement or any of its provisions will be effective or binding on any of the parties unless recorded in writing and signed by the authorised representatives of the parties.

37. Survival of clauses

37.1 The expiry or termination of this Agreement for any reason does not affect the validity and enforceability of this clause and the relevant obligations of the Host Organisation (clauses 8.4, 9.1,

9.4, 10, 12.1), intellectual property (clause 21), consequences of termination (clause 25), confidentiality (clause 29), indemnity (clause 28), dispute resolution (clause 30), and governing law (clause 39) clauses of this Agreement.

38. Precedence

38.1 If there is any conflict or difference between the key terms in Schedule 1, and this Schedule 2, the key terms in Schedule 1 take precedence.

39. Governing law

39.1 This Agreement will be governed by and construed in accordance with New Zealand law.

40. Definitions and Interpretation

40.1 In this Agreement, unless the context otherwise requires:

"Agreement"	means this agreement, the Schedules, any appendices, and any variation agreed to in writing between and signed by the parties under clause 36.2
"Application"	means the application to the Society for Funding, which includes the full research proposal, specified as "Application Number" in clause 4 of Schedule 1
"Budget"	means any budget for the Programme that is attached as an Appendix of Schedule 1
"Business Day"	means Monday to Friday inclusive but excluding any public holiday as defined under section 44(1) of the Holidays Act 2003
"Change Event"	means one of the events described in clause 22 of this Schedule
"Completion Date"	means the Completion Date specified in clause 1 of Schedule 1, or such other date as the parties may agree to in writing
"Confidential Information"	means: <ul style="list-style-type: none">(i) any information relating to the business or financial affairs of the Society, the Host Organisation, or the Key Personnel; and(ii) any secret process or formula, trade secret or any information which is within or may come into the knowledge of the parties during the course of the Agreement concerning the organisation, methods, business, finances, administration or operation of the Society or the Host Organisation, or concerning other contractors to the Society; and(iii) any information that is within or may come to the knowledge of the parties during the course of the Agreement concerning the parties and/or the Programme, if such information has been marked "confidential" by the Host Organisation, the Key Personnel, or the Society; and(iv) any information that is within or may come to the knowledge of the Host Organisation or the Key Personnel during the course of the Agreement concerning other contractors to the Society but does not include: <ul style="list-style-type: none">(i) the name of the Host Organisation;(ii) the Host Organisation ID;

- (iii) the title of the Programme;
- (iv) description of the Programme set out in Schedule 1;
- (v) the research fund;
- (vi) the relevant sector(s);
- (vii) the total amount of Funding paid to the Host Organisation in the current financial year and previous years;
- (viii) the total amount of Funding payable to the Host Organisation over the duration of this Agreement for the Programme;
- (ix) the year Funding was approved in respect of the Programme;
- (x) the period of time for which Funding will be provided in respect of the Programme;
- (xi) any Australian and New Zealand Standard Research Classification (ANZSRC) codes assigned to the Agreement;
- (xii) the progress of the Programme;
- (xiii) the benefits to New Zealand from this investment; and
- (xiv) any information that enters the public domain other than directly through a breach of this Agreement by either party.

"Eligibility Criteria"	means any criteria specified as eligibility criteria that are attached as an Appendix to Schedule 1.
"Funding"	means the amount paid or payable to the Host Organisation as specified in clause 7 of Schedule 1 (which is an amount excluding Goods and Services Tax and any other tax or levy).
"Host Organisation"	means the party named as Host Organisation in this Agreement
"Intellectual Property"	means all intellectual property and proprietary information pertaining to material brought into existence, or required to be brought into existence, as part of, or for the purposes of, the Programme, including includes copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered or unregistered designs, circuit layouts, plant varieties, data or databases, confidential information, know-how, and all other rights resulting from intellectual activity.
"Key Contact Person"	means the person specified in clause 2 of Schedule 1 who is primarily responsible for undertaking the research to complete the Programme
"Key Personnel"	means the Key Contact Person and the Other Key Personnel listed in clause 3 of Schedule 1(as the context requires)
"MBIE"	means the Ministry of Business, Innovation, and Employment (or any successor Ministry)
"Other Key Personnel"	means the people listed in clause 3 of Schedule 1
"Personal Information"	has the meaning given to that term in the Privacy Act 2020

"Privacy Breach"	means any unauthorised or accidental access to or use of, or disclosure, alteration, loss, or destruction of, any Personal Information
"Programme"	means the work or activities the Key Personnel will undertake as described in the Application and the Budget (if applicable), in so far as it has been approved by the Society
"Research Findings"	means all information, findings and scientific discoveries arising from, or in relation to, the Programme
"Society"	means the Royal Society of New Zealand, as defined in the Royal Society of New Zealand Act 1997 and, for the purpose of this Agreement, includes the Council and employees of the Society and any other agent of the Society
"Start Date"	means the Start Date specified in clause 1 of Schedule 1 or such other date as the parties may agree to in writing
"Timeline"	means any timeline that is attached as an Appendix to Schedule 1, which highlights the dates by which parts of the Programme must be completed
"Unspent Funding"	means any Funding remaining at the Completion Date, after the Host Organisation's contractual commitments and other amounts owing that relate to the Programme have been satisfied.

**APPENDIX A: DECLARATION REGARDING COMPLIANCE WITH THE SOCIETY'S CODE OF
PROFESSIONAL STANDARDS AND ETHICS**

Your details, and details of Programme

Name (in full)

Application Number

Title of research ("Programme")

Declaration

By signing below, I declare that:

- (a) I have been assigned to work on the Programme; and
- (b) I have read the Society's Code of Professional Standards and Ethics, and I agree to comply with that Code when working on the Programme.

Signature

Date