

# Creative Spaces Initiative – Funding Agreement

This is an agreement between your organisation and the Ministry for Culture and Heritage (MCH). It sets out the terms and conditions for MCH to fund your proposal. Please read this agreement carefully and make sure your organisation agrees to each term. Once you have signed it, return a signed copy to MCH and retain a copy for future reference.

1. The Ministry for Culture and Heritage (**MCH**) has approved your organisation's **Application** and will pay you the amounts recorded in Schedule 1. These payments are the **Grant**. The purpose of the Grant is to fund the proposal described in the Application.
2. Your organisation agrees to:
  - 2.1. apply the Grant only to the costs set out in the Application
  - 2.2. not use the Grant to make further Grants unless grant-making was approved in the Application
  - 2.3. be accountable to your members, and to the people or organisations your organisation represents, for example if your organisation is an umbrella organisation you will be accountable in accordance with any underlying agreement, for the use of the Grant
  - 2.4. contact MCH promptly if your Creative Spaces' needs change or stop, or if you wish to make any changes to the proposal – any substantial changes to your project or your Application must be agreed by MCH in writing before you spend any of the Grant on them
  - 2.5. advise MCH promptly of changes to your organisation including changes to personnel, contact information, or organisational structure
  - 2.6. set up safeguards for administering the Grant, including requiring two signatories for bank account transactions, and keeping complete financial records so that you can prove how the Grant was spent
  - 2.7. alert the Police and MCH immediately if any portion of the Grant is stolen
  - 2.8. advise MCH if your organisation receives funding from any other source for the project – if you receive funding for the same costs you will need to decide which one to repay
  - 2.9. tell us if for any reason your proposal budget later becomes unviable. MCH may withdraw the Grant if your budget is no longer viable
  - 2.10. provide MCH with invoice(s) and bank account deposit slip to direct credit the Grant payment(s). Bank account verification is required – such as a pre-printed deposit slip, copy of an original bank statement or other original bank generated document showing bank logo, account name and number.
  - 2.11. be responsible for any and all tax obligations and check with Inland Revenue or a professional adviser if you need guidance or information. GST is payable in addition to the Grant if:
    - 2.11.1. your organisation is registered for GST
    - 2.11.2. the Grant is to be applied to the registered activity
    - 2.11.3. you provide the registered details
    - 2.11.4. you provide any other documented evidence MCH requires to fulfil its obligations.

- 2.12. declare any conflicts of interest relating to your Application and to manage any such risk using established good practice. If you are unsure what such good practice looks like, you must seek MCH's advice
  - 2.13. deliver all reports and materials listed in Schedule 2 to the satisfaction of MCH and cooperate with any audit that MCH initiates
  - 2.14. acknowledge MCH in any statement or communication about the project, your annual report and similar documents and contact MCH if you wish to use other versions of the MCH logo that are not available on our website. Refer to the Grant as "a grant from Manatū Taonga's Creative Arts Recovery and Employment (CARE) Fund".
3. MCH agrees to:
- 3.1. make each payment of the Grant as set out in Schedule 1, providing your Organisation continues to comply with this agreement
  - 3.2. consider any changes your organisation requests to the project timely and in good faith – the changes only take effect if MCH agrees in writing
  - 3.3. keep your organisation's information secure, in particular any personal or commercial information included in the Application, and only release it if it is legally required to do so or with written authorisation from your organisation.
4. General terms:
- 4.1. This agreement begins when both parties have signed it and continues until the project is complete and the entire Grant has been applied to your project and accounted for. The agreement can end early only if both parties agree in writing.
  - 4.2. The entire agreement between the parties is:
    - 4.2.1. this agreement
    - 4.2.2. Schedule 1 (Grant amount(s), condition dates, payment dates and invoicing requirements)
    - 4.2.3. Schedule 2 (Parties, contact details, brief description of the project, payment conditions including deliverables, milestones and reporting requirements).
    - 4.2.4. Schedule 3 (copy of the Application and any agreed variations)
  - 4.3. This agreement cannot be assigned to any other party.
  - 4.4. MCH is making a conditional Grant to the organisation. It is not purchasing services. The organisation is independent and is not a consultant, contractor or employee of MCH. Neither party is an agent for the other.
  - 4.5. Notices or requests must be made in writing to the email address set out in Schedule 2.
  - 4.6. Your organisation retains any intellectual property it held before signing this agreement, and MCH does not own any new intellectual property that is created by the project. If MCH asks for permission to reproduce content, images or work from the project for publicity or reporting purposes you must consider the request in good faith and confirm that you are legally able to give permission.
  - 4.7. If there is any dispute about the operation or interpretation of this agreement the parties must discuss it in good faith before taking any other step.
  - 4.8. No party to this agreement is liable to the other for any breach of its obligations where the breach is caused by an **Uncontrollable Event**. An Uncontrollable Event is one that the party in breach could not have foreseen and cannot control. For avoidance of doubt, disruption caused by the COVID-19 pandemic

is deemed to be an Uncontrollable Event and impacted timeframes will be discussed by the parties in good faith.

4.9. Neither party has any liability to the other, including for breach of this agreement, other than payment of the Grant.

**Signature**

You may sign electronically.

**Date**

**Name and position**

**Signature**

You may sign electronically.

**Date**

**Name and position**

EXAMPLE ONLY

# Schedule 1

## Payment of the Grant

### MCH payments to [Creative Space or Umbrella Organisation]

This table details the payment instalments on/from [date(s)].

Payment Date	Grant (ex-Gst / inc-GST)	Condition(s)	Condition date	Invoice date [Optional, if different from due date]	Amount payable (exc GST)
30 June 2021	\$00,000	Quarterly report	[date]	Select date for invoice	\$(amount ex/incl-GST)
30 September 2021	\$00,000	Quarterly report	[date]	Select date for invoice	\$(amount ex/incl-GST)

### Invoicing requirements

List details of MCH requirements for invoicing

Reporting template may be provided.

## Schedule 2 and attachments

Attachments: [list]

### Parties

#### Contract Managers

	MCH	Grantee / Umbrella Organisation
<b>Name:</b>		Name
<b>Title / position:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Email:</b>		

### Addresses for Notices

	MCH	Grantee / Umbrella Organisation
<b>For the attention of:</b>		As above
<b>c.c. Contract Manager</b>		
<b>Delivery address:</b>		
<b>Postal address:</b>		

	<b>MCH</b>	<b>Grantee / Umbrella Organisation</b>
<b>Email:</b>		

### **Brief description of Proposal**

Create [X] new jobs in XYZ Creative Space using arts tutoring/therapy and culture as a tool to improve the wellbeing of those most in need, by employing [X] full time creative professional(s) / increasing the hours of [X] art tutors.

<b>Payment Date</b>	<b>Payment Condition(s)</b>	<b>Deliverables and Milestones</b>	<b>Reporting Requirements</b>
30 June 2021	X by date	XYZ	ABC
30 Sept 2021	B by date	BCD	[789]

## Schedule 3 and attachments

**Attachment:** Copy of Application by Creative Spaces Trust (Registered Charity CC0123)

EXAMPLE ONLY