

ARTS AND CULTURE EVENT SUPPORT SCHEME

FUNDING AGREEMENT (the Agreement)

between

**MANATŪ TAONGA
MINISTRY FOR CULTURE AND HERITAGE**

and

**Recipient
for**

(the Event)

Agreement number	
Start date	The Agreement commences on the date the Ministry signs the Agreement
End date	
Total financial support	

PARTIES TO THE AGREEMENT

This Agreement is made between:

The Sovereign in right of New Zealand acting by and through the Chief Executive of Manatū Taonga Ministry for Culture and Heritage (the Ministry)

And *First Name, Last Name* (the Recipient).

BACKGROUND

- A. The Ministry administers the Arts and Culture Event Support Scheme (the Scheme). The Scheme's aim is to give arts and culture events confidence to commit and deliver under the New Zealand Government's COVID-19 Protection Framework. In general terms, the Scheme provides financial support to recipients to cover the non-recoverable costs of an event that cannot be delivered, as scheduled, due to the event location being subject to the 'Red' setting under the COVID-19 Protection Framework.
- B. The Ministry agrees to provide financial support to the Recipient under the Scheme, in respect of the Event set out in Schedule 1, due to the inability to deliver the Event at the Scheduled Time. The Ministry will pay the Recipient the amount recorded in clause 1a.

1. The Ministry must:

- a. pay \$0.00 (the Financial Support) to the Recipient within 15 working days of the Ministry receiving written acceptance of this Agreement from the Recipient; and
- b. keep the Recipient's information secure, in particular, personal or commercial information included in the Recipient's event registration form or any requested supporting information - the Ministry must only release it if it is legally required to do so or with the Recipient's written authorisation.

2. The Recipient must:

- a. apply the Financial Support only to Permitted Event Costs, ensuring each Cultural Sector Practitioner and Production Crew Member is paid the same amount they would have received had the Event occurred at the Scheduled Time
- b. be accountable for the payment of the financial support to all contractors and creditors
- c. set up safeguards for administering the Financial Support and keep financial records so that the Recipient can show how the Financial Support was spent
- d. alert the Police and the Ministry immediately if any portion of the Financial Support is stolen; and
- e. be honest when applying for funding from any other source in connection with the Event – additional funding must not be sought for the same costs that this Agreement covers.

3. Ending this Agreement

- a. This Agreement begins when both parties have signed it and will continue until the End Date, unless terminated in accordance with this clause.
- b. This Agreement terminates if:
 - i. the Parties agree in writing;
 - ii. the Recipient breaches or intends to breach the terms of this Agreement and the matter cannot be resolved to the Ministry's satisfaction; or

- iii. the Recipient commits fraud or some other criminal offence in relation to the Ministry or the Agreement, including dishonesty in relation to the original application, or has done or does, some other thing that brings the Ministry into disrepute.
- c. If this Agreement terminates, the Ministry may require the Recipient to refund any amount of the Financial Support that has not yet been spent or has been spent or has been spent on costs that are not Permitted Event Costs.
- d. Clauses 1b, 3c and 4a survive the end or termination of this Agreement.

4. Audit

- a. The Recipient permits the Ministry, at the Ministry's expense, to inspect or audit (using an auditor nominated by the Ministry), until 7 years after termination or expiry of this Agreement, all records relevant to this Agreement, including audit of the Recipient's financial statements, its receipt of any Financial Support, use of any Financial Support, and associated processes.

5. General terms

- a. The entire Agreement between the parties is:
 - i. these terms and conditions (clauses 1-5); and
 - ii. Schedule 1 (Agreed Event Financial Support).
- b. In this Agreement, the following terms have the following meanings:

Cultural Sector Practitioner means a person working as an artist or creative in the arts and culture sector, including, but not limited to, actors, musicians, visual artists, dancers and writers.

End Date is six weeks from the start date of the Agreement, allowing the Recipient time for all contractors and creditors to receive payment.

Event means the event specified in Schedule 1.

Non-Recoverable Costs are costs that cannot be paid or recovered through any other means such as other funders, or a refund or credit note.

Notification Date means the date the Recipient notified the Ministry that the Event was unable to be delivered at the Scheduled Time, and is *Contracted end date*

Permitted Event Costs means:

- (a) Non-Recoverable Costs that have been incurred, or are payable, as at the Notification Date related to the planning, pre-production or delivery of the Event at the Scheduled Time;
- (b) any contractual payment that would have been payable to a Cultural Sector Practitioner had the Event occurred at the Scheduled Time;
- (c) any contractual payment that would have been payable to a Production Crew Member had the Event occurred at the Scheduled Time,

and excludes:

- (d) any operating costs that the Recipient did not directly incur during the planning, pre-production or delivery of the Event;
- (e) any deposits that are, or will be, subject to a credit or transferred forward;
- (f) any loss incurred due to anticipated proceeds from the sale of products to consumers at, or in connection with, the Event, including, but not limited to:
 - (i) the purchase and sale of merchandise or food and drink; and

- (ii) the production and sale of a Cultural Sector Practitioner's products (eg the costs involved in the production and sale of arts and crafts);
- (g) any cancellation fees incurred as a result of a Cultural Sector Practitioner being unable to undertake their work at the Event due to border control measures in any country;
- (h) any anticipated profit margins; and
- (i) any costs related to the delivery of the Event at any date or location that is not the Scheduled Time, including, but not limited to, costs associated with the postponement of the Event to a future date.

Production Crew Member means a person or organisation hired to provide specialised technical support to the production and presentation of the Event, including, but not limited to, stage management, lighting, or sound technicians.

Scheduled Time means the scheduled date(s) and location(s) of the Event as set out in Schedule 1.

- c. Rights and obligations under this Agreement cannot be assigned to any other party.
- d. The Ministry is making conditional Financial Support to the Recipient. It is not purchasing services. The Recipient is independent and is not a consultant, contractor or employee of the Ministry. Neither of the Parties is an agent for the other.
- e. 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 steps.
- f. Neither Party to this Agreement has any liability to the other, including for breach of this agreement, other than payment of the Financial Support.
- g. This Agreement is governed by New Zealand law.
- h. This Agreement may only be varied with the written agreement of the Ministry and the Recipient.
- i. Nothing in this Agreement confers a benefit on any person who is not a Party and nothing in this Agreement is enforceable by any person who is not a Party.

SIGNATURES

For and on behalf of **MANATŪ TAONGA**

MINISTRY FOR CULTURE AND HERITAGE

Name: Paula Dixon

Role: Manager, Investment & Outcomes

Date:

for and on behalf of **Recipient**

Name:

Role:

Date:

EXAMPLE ONLY

Schedule One – Agreed Event Financial Support

The Ministry agrees to provide financial support to the Recipient under the Scheme, in respect of the *Project Name* (the Event), due to the inability to deliver the Event at the Scheduled Time(s) shown in the table below.

Event location	Event start date	Approved amount
		\$
Total Financial Support		\$

EXAMPLE ONLY