



Cultural Installations & Events FUNDING AGREEMENT

between

MANATŪ TAONGA

MINISTRY FOR CULTURE AND HERITAGE

and

[RECIPIENT]

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

[Full legal name of approved applicant, address] (the Recipient)

BACKGROUND

- A. The Ministry administers the Cultural Sector Regeneration Fund (the Fund). The Fund's aim is to provide support for the cultural sector to create new employment and skill development opportunities, promote innovation and enhance New Zealanders' access to inspiring cultural experiences.
- B. The Ministry has agreed to fund the Project as agreed between the parties in Schedule 1. The Ministry will pay the Recipient the amounts recorded in Schedule 2 (Payment Schedule). These payments are the Grant and are the Ministry's contribution towards the Project.

1. The Recipient must:

- a. apply the Grant only to the costs set out in the delivery of the Project
- b. be accountable for the use of the Grant to the Recipient's members, to any collaborators, and to people or organisations the Recipient represents
- c. advise the Ministry immediately of any changes that could impact on the Recipient's ability to deliver the Project - changes will only take effect if the Ministry agrees in writing
- d. set up safeguards for administering the Grant and keep complete financial records so that the Recipient can prove how the Grant was spent
- e. alert the Police and the Ministry immediately if any portion of the Grant is stolen
- f. be honest when applying for funding from any other source for the Project – additional funding must not be sought for the same costs to which the Ministry is contributing funding
- g. tell the Ministry if for any reason the Project becomes unviable
- h. meet all requirements as set out in this Agreement to the satisfaction of the Ministry

- i. acknowledge the Ministry in any statement or communication about the Project and use the Ministry logo on any promotional material.

2. The Ministry must:

- a. make each payment of the Grant as set out in Schedule 2 (Payment Schedule), providing the Recipient continues to comply with this Agreement
- b. consider any changes the Recipient requests to the Project promptly and in good faith - changes will only take effect if the Ministry agrees in writing
- c. keep the Recipient's information secure, in particular, personal or commercial information included in the Application, and only release it if it is legally required to do so or with the Recipient's written authorisation.

3. Ending this Agreement

- a. This Agreement begins when both Parties have signed it and will continue until the Agreement End Date set out in Schedule 1, unless terminated in accordance with this clause.
- b. This Agreement terminates if:
 - i. the Parties agree in writing, or
 - ii. the Recipient breaches or intends to breach the terms of this Agreement and the matter cannot be resolved to the Ministry's satisfaction.
 - iii. the Recipient advises that the Project has become unviable in accordance with clause 1g.
 - iv. the Recipient commits fraud or some other criminal offence in relation to the Ministry or the Project, 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 Grant that has not yet been spent or has been spent on costs that are not related to the Project.
- d. The Ministry's obligations under 2c survive the end or termination of this Agreement.

4. General terms:

- a. The entire Agreement between the Parties is:
 - i. these terms and conditions
 - ii. **Schedule 1** (Grant Summary)

- iii. **Schedule 2** (Payment Schedule)
 - iv. **Schedule 3** (Reporting and Monitoring)
 - v. **Appendix A** (Reporting Template)
- b. Rights and obligations under this Agreement cannot be assigned to any other party.
 - c. The Ministry is making a conditional Grant 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.
 - d. Any notice to be given under this Agreement must be in writing and sent to the relevant party's address as set out Schedule 1.
 - e. The Recipient retains any intellectual property it held before signing the Agreement, and the Ministry does not own any new intellectual property that is created by the Project. If the Ministry asks for permission to reproduce content, images or work from the Project for publicity or reporting purposes the Recipient must consider the request in good faith and confirm that it is legally able to give permission.
 - f. 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.
 - g. 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.
 - h. Neither party has any liability to the other, including for breach of this Agreement, other than payment of the Grant.
 - i. This Agreement is governed by New Zealand law.
 - j. This Agreement may only be varied with the written agreement of the Ministry and the Recipient.
 - k. 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

By [Name], [Position]

Date:

for and on behalf of **[RECIPIENT]**

By [Name], [Position]

Date:

Schedule 1 - Grant Summary

Agreement details:	
Agreement number:	
Project title:	
Project Summary:	
Agreement start date:	
Agreement end date:	
Grant value (GST Excl.):	

Contact Information for Notices

	Ministry Details:	Recipient Details:
Contact Person:		
Address for notices:		
Contact Phone:		

Schedule 2 – Payment Schedule

Type of payment	Payment conditions	Payment date	Payment amount (excluding GST)
Upfront payment	TBC	TBC	
Progress payment	TBC	TBC	
Scheduled payment	TBC	TBC	
Final payment	TBC	TBC	
Total Grant			

EXAMPLE ONLY

Schedule 3 – Reporting and Monitoring

Reporting and Monitoring will be required. The requirements will be determined once funding has been approved.

EXAMPLE ONLY

Appendix A – Reporting Template

The Reporting Template will be determined once funding has been approved.

EXAMPLE ONLY