

**UNIVERSITY POST-GRADUATE RESEARCH PROJECTS
RESEARCH FUNDING AGREEMENT**



Dated: _____

Parties

- (1) The EARTHQUAKE COMMISSION, a Crown entity constituted under the Earthquake Commission Act 1993 (*EQC*)

- (2) _____
_____ (*the Researcher*)

- (3) _____
_____ (*the Researcher's Employer*)

Background

- A EQC provides research grants to facilitate research and education about matters relevant to natural disaster damage, methods of preventing and reducing natural disaster damage and the insurance provided under the Earthquake Commission Act 1993.

- B The Researcher has submitted to EQC a research proposal entitled:

and dated _____, and EQC has approved a research grant for that proposal, provisional upon the parties entering into this agreement.

IT IS AGREED BETWEEN THE PARTIES

1. Term of Agreement

This agreement shall commence once it has been signed by all parties or upon the agreed commencement date set out below.

Agreed commencement date: _____

This agreement shall continue for the duration set out in the research proposal submitted by the Researcher to EQC which is annexed to, and forms part of, this agreement. Any extension to the duration of this agreement shall be solely at EQC's discretion.

When the final project report is wholly or substantially a thesis for a higher degree, the project shall be deemed provisionally complete when EQC receives two draft copies of the thesis. A flexible duration of up to 6 months for a master's degree and 9 months for a doctoral degree is then allowed for receipt of 10 bound copies and one loose-leaf copy of the assessed and edited report. \$2,000 of the grant will be withheld pending receipt of the copies of the final report.

2. **Research Grant**

EQC agrees to pay the Researcher a research grant of \$_____ in accordance with the terms of this clause 2.

The research grant is to be used for the sole purpose of conducting the research described in the research proposal annexed to this agreement, including the cost of printing reports. For the avoidance of doubt, the research grant does not include a component for any "Other Travel", described part D of the "Budget" section of the annexed research proposal.

Expenditure under the grant may be made only on the authority of the Researcher for costs directly incurred in carrying out the research project. The Researcher shall be responsible for monitoring expenditure throughout the period of the project.

EQC will not be responsible for budget overruns unless prior written approval for further funding has been granted by EQC. For the avoidance of doubt, EQC is under no obligation to approve any further funding for the research project.

The research grant will be paid to the Researcher in the following manner:

- a) An initial payment will be made by EQC to cover the initial costs of the research project upon receipt from the Researcher of a statement of those initial costs. If the initial costs exceed 25% of the total research grant, EQC may call for additional information justifying the costs claimed.
- b) Further payments will be made quarterly in arrears upon receipt from the Researcher of statements of further costs incurred, provided each statement is accompanied by a satisfactory progress report. All requests for payment by the Researcher must be supported by a tax invoice.

In all cases, grant payments will only be made by EQC to the extent that it is satisfied that the relevant costs are reasonable, and have been legitimately incurred as a necessary expense of progressing the research project. Further, up to 10% of the research grant may, at EQC's discretion, be withheld until the final report is received and has been approved by EQC.

Any part of the research grant not justified or claimed within six months of the agreed date for completion of the research project will lapse.

3. **Progress Reports, Project Modifications**

The Researcher shall provide EQC with a report on the progress of the project, and a statement of costs incurred, at three-monthly intervals.

Where the duration of a project exceeds 12 months, EQC may permit the submission of substantial progress reports at intervals of six months. In those circumstances:

- a) intermediate three-monthly payments may still be made by EQC to the Researcher provided that satisfactory brief progress reports accompany the intermediate statements of costs;
- b) six-monthly progress reports, including any timetable changes, must be provided even when limited or no progress has been made.

EQC may from time to time request a meeting between the Researcher and representatives of EQC to review progress on the project. These meetings may, amongst other things, be required to review the Researcher's approach to the research project and to ensure that the objectives of the research project are being met.

With the agreement of EQC, the Researcher may make some modifications to the proposed procedures and objectives, but not the intent, of the research project. EQC

will only agree to those modifications which it is satisfied will result in a substantially improved project outcome.

4. Materials and Apparatus

Materials and apparatus purchased or constructed with EQC research grant monies shall remain the property of EQC. On completion of the research project, such materials and apparatus may remain in the custody of the Researcher and be available for his/her continued use, subject to the rights of EQC set out below. The Researcher shall be required to take reasonable care of any materials and apparatus that remain the property of EQC.

EQC may at any time up to two years from the date of completion of the research project require that some or all of the materials and apparatus be made available to EQC and/or any other recipient of a research grant from EQC for his/her use.

At the expiry of this two year period, the materials and apparatus, unless in the custody of EQC or another researcher nominated by EQC, shall become the property of the Researcher.

5. Final Report

At the completion of the project, the Researcher shall produce a final report detailing the project's methodology, results and conclusions. The final report shall contain both a technical abstract and a layman's abstract for the convenience of EQC members, and for possible use in non-technical reports or publications.

Four (4) bound copies and one loose-leaf copy of the final report shall be provided to EQC, together with a summary of not more than two pages for possible inclusion on EQC's web page, and in the NZ Society for Earthquake Engineering Bulletin and other publications.

6. Peer Review

At the completion of the research project, EQC shall submit the final report for peer review. The identity of the reviewer may be withheld by EQC but the content of the review will normally be communicated to the Researcher.

The reviewer will be asked to consider the following:

- Have the objectives of the research project, as described in the research proposal, been met?
- Does the final report address adequately the subject matter of the research project?
- Does the final report represent appropriate use of, and good value for, the research grant?
- Following on from the conclusions of the final report, could you recommend other subjects for further research?
- Can you suggest any additional recipients who may find a copy of the final report useful?
- Is the work of sufficient merit or interest to justify preparation of articles for publication in international journals or papers for presentation to learned institutions?

7. Intellectual Property

All intellectual property rights arising from or developed in the course of the research project shall vest in the Researcher/Researcher's Employer. However, in consideration of receiving the research grant from EQC, the Researcher/Researcher's Employer shall:

- a) Grant EQC a perpetual, non-exclusive, worldwide, royalty free, irrevocable licence to:
 - i. use the results of the research project (including but not restricted to the final report and any product developed in conjunction with the project) as soon as they are created in material form;
 - ii. publish and distribute the project reports and findings and any other information relating to the research project, without charge, in any form and through any medium (including EQC's homepage available on the Internet) subject only to the approval of the Researcher as to the accuracy of any summary, commentary or précis prepared by someone other than the Researcher; and
 - iii. sublicense or otherwise deal with any results of the research project (including but not restricted to the final report and any product developed in conjunction with the project) in the event of the Researcher/Researcher's Employer not performing its obligation set out in clause 7 (b) of this agreement (as reasonably determined by EQC), on whatever terms EQC considers appropriate.
- b) Make every endeavour to disseminate the results of the research facilitated by this grant by way of presentation or publication of papers on the topic. One copy of each such paper or papers shall be deposited with EQC.
- c) Acknowledge the research grant of EQC in any report, article or any other publication arising directly from the research, in the form "*A study (part) funded by the Earthquake Commission (EQC)*".

8. Termination

EQC may terminate this agreement by giving fourteen (14) days written notice to the Researcher and/or Researchers' Employer if:

- a) the Researcher and/or Researchers' Employer breaches this agreement and fails to remedy that breach within the 14 day notice period; or
- b) in the opinion of EQC the objectives of the research project, as described in the research proposal, are not being met by the Researcher and/or Researchers' Employer, *provided that* after receiving EQC's notice of termination the Researcher and/or Researchers' Employer shall have seven days in which to object to EQC's decision to terminate and submit written reasons for the Researcher's and/or Researchers' Employer's objection. EQC shall then reconsider its decision to terminate having regard to the reasons put forward by the Researcher and/or Researchers' Employer, and either withdraw its notice of termination or confirm termination to the Researcher and/or Researchers' Employer.

Termination under this clause 8 shall be without prejudice to any other right or remedy available to EQC at law or to EQC's licence (pursuant to clause 7 of this agreement) to republish or distribute any information relating to the research project.

9. Dispute Resolution

If a dispute arises in relation to this agreement, the parties agree to enter into negotiations to resolve the dispute. Either party may initiate negotiations by giving written notice to the other party specifying the nature and details of the dispute.

If the parties cannot resolve the dispute by negotiation within seven days of notice being given, the dispute shall be referred to arbitration under the Arbitration Act 1996 (unless the parties agree otherwise). Either party may initiate arbitration by notifying the other party of its preferred arbitrator. If an arbitrator cannot be agreed between the parties, one shall be appointed by the President of the Wellington District Law Society.

The award in any arbitration shall be final and binding on the parties. Clauses 4 and 5 of the Second Schedule to the Arbitration Act 1996 will not apply to any arbitration under this agreement.

Once a dispute has been referred to arbitration, EQC's obligation to make any further research grant payments under this agreement shall be suspended until the dispute is resolved.

10. General

Duty of Care – The Researcher and/or Researchers' Employer shall exercise reasonable skill, care and diligence in all matters relating to the project.

Warranty/Indemnity – The Researcher and/or Researchers' Employer warrant that all aspects of the research project will be carried out in a manner that does not infringe the intellectual property rights of any other person, and agrees to indemnify EQC against any liability or expense incurred as a result of any breach of this warranty.

Relationship – Nothing in this agreement shall give rise to an agency, partnership or employment relationship between the parties.

No assignment – This agreement is personal to the Researcher and/or Researchers' Employer. The Researcher and/or Researchers' Employer may not assign, charge or transfer any rights or obligations under this agreement.

Variation – No variation, modification or waiver of this agreement shall be valid unless in writing and signed by all parties.

11. Special Conditions

Signed for and on behalf of –

(Researcher's Name)

(Researcher's Employer)

(Signature)

(Signature)

Name: _____

Position: _____

Date: _____

Date: _____

Signed for and on behalf of the EARTHQUAKE COMMISSION (EQC)

(Signature)

Name: _____

Position: _____

Date: _____