



**Biennial Contestable Grants Programme
RESEARCH FUNDING AGREEMENT**

Dated: _____

Parties

- (1) The EARTHQUAKE COMMISSION, a Crown entity constituted under the Earthquake Commission Act 1993.
- (2) _____
_____ (the Researcher)
- (3) _____
_____ (Host Institution)

Background

- A The Commission 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 the Commission a research proposal entitled:

dated _____, and the Commission has approved a research grant for that proposal, provisional upon the parties entering into this agreement.
- C The Host Institution has agreed to manage and administer the research grant provided by the Commission.

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: _____

Unless terminated earlier in accordance with clause 8 below, this agreement shall continue for the duration set out in the research proposal submitted by the Researcher to the Commission which is annexed to, and forms part of, this agreement. Any extension to the duration of this agreement shall be solely at the Commission's discretion.

2. Research Grant

The Commission agrees to pay the Host Institution a research grant of up to \$..... plus GST (if any) in accordance with the terms of this clause 2.

The Host Institution agrees to manage, administer and disburse the research grant payments received from the Commission under this agreement.

The research grant is to be used for the benefit of the Researcher and the Host Institution and 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, and the Commission is not liable 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 and/or Host Institution for costs directly incurred by the Researcher and/or the Host Institution in carrying out the research project. The Researcher and Host Institution shall each be responsible for monitoring expenditure throughout the period of the project.

The Commission will not be responsible for budget overruns unless prior written approval for further funding has been granted by the Commission. For the avoidance of doubt, the Commission is under no obligation to approve or provide any further funding for the research project. The Commission is not otherwise liable or responsible to the Host Institution, the Researcher or any other person, in connection with the research proposal, the research project, the expenditure of the research grant or otherwise in connection with this agreement.

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

- a) An initial payment will be made by the Commission to cover the initial costs of the research project which have already been incurred by the Host Institution and/or the Researcher or which are anticipated to be incurred in connection with the set-up and commencement of the research project. The Host Institution will submit a statement of those initial costs. If those initial costs exceed 25% of the total research grant, the Commission may require additional information demonstrating (to the reasonable satisfaction of the Commission) that such costs are reasonably necessary in connection with the set-up and commencement of the research project.
- b) Further payments will be made quarterly in arrears upon receipt from the Host Institution of statements of further costs incurred, provided each statement is accompanied by a satisfactory progress report.
- c) All requests for payment by the Host Institution must be supported by a tax invoice. If any GST is payable on the relevant amount that invoice must be a valid GST invoice and the Host Institution will ensure that it is registered for the purposes of GST.

In all cases, grant payments will only be made by the Commission to the extent that it is satisfied that the relevant costs are reasonable, and have been (or will be, in the case of sub-clause (a) above) legitimately and directly incurred by the Researcher and/or the Host Institution as a necessary expense of progressing the research project. Further, up to 10% of the research grant may, at the Commission's discretion, be withheld until the final report is received and has been approved by the Commission in accordance with clause 5 below.

Any part of the research grant not justified or claimed in accordance with this clause 2 within six months of the date for completion of the research project (as set out in the research proposal annexed to this agreement) will lapse.

3. Progress Reports

The Host Institution shall ensure that the research project is carried out by, or under the direct supervision of, the Researcher. The Researcher shall provide the Commission 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, the Commission 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 the Commission to the Host Institution 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.

The Commission may from time to time request a meeting between the Researcher and representatives of the Commission 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.

4. Materials and Apparatus

The Researcher and Host Institution will each ensure that, during the term of the research project, materials and apparatus purchased with research grant monies are used exclusively for the purposes of the research project, provided that such materials and apparatus may be used for other purposes where the impact of such use on the progress and quality of the research project is immaterial.

5. Final Report

At the completion of the project, the Researcher shall notify the Commission of their final reporting intentions. The specific form of reporting may vary according to the nature of the study, but in all cases the reporting must document the project's methodology, results and conclusions and meet standards of peer review and public dissemination, by such means as the Commission reasonably considers appropriate. A technical abstract and a separate layperson's abstract must be provided to the Commission regardless of other reporting intentions.

Postgraduate student research may be completed by thesis and should be reported to the Commission, together with the final academic grade and examination report. Papers otherwise intended for publication in peer reviewed journals should be submitted to the publisher and the Commission notified within the term of the Agreement. The Researcher must then provide to the Commission a reprint of the final article(s) on publication.

In the event that the study is considered more suited to separate reporting to the Commission, the Researcher shall provide :

- an electronic copy of the whole report in its original final form (e.g. Word / LaTeX),
- one unstapled, unbound copy with photographs whose colour is considered a true representation by the author;
- four (4) bound copies
- a technical abstract and an abstract suitable for laypersons
- separate electronic copies of any photographs and diagrams at higher resolution and different format, if specifically requested by the Commission;

6. Peer Review

Where a separate final report is presented, the Commission shall decide whether to submit it to a peer review. If the Commission requires such peer review, this will be facilitated by the Commission in such manner as the Commission reasonably considers appropriate. The Researcher will be notified if a peer review is to be sought. Details of the review will be kept confidential to the Commission and its advisers and any matters of concern arising out of the review will be communicated to the Researcher.

7. Intellectual Property

All intellectual property rights arising from or developed in the course of the research project shall vest in the Researcher and/or Host Institution (depending on any arrangements between those two parties). However, in consideration of receiving the research grant from the Commission, the Researcher and Host Institution:

- a) each grant the Commission 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 (together, the "Project Materials"), without charge, in any form and through any medium (including EQC's pages on the Internet) subject only to the approval of the Researcher as to the accuracy of any summary, commentary or précis of, or changes or additions to, the Project Materials prepared by someone other than the Researcher; and
 - iii. sublicense and/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 and/or Host Institution not performing the obligations set out in clause 7 (b) of this agreement (as reasonably determined by the Commission), on whatever terms the Commission considers appropriate.
- b) shall each 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 the Commission together with full details for bibliographic citation.

- c) shall each acknowledge the research grant of the Commission in any report, article or any other publication arising directly from the research, in the form "*A study [part] funded by the Earthquake Commission*".

8. Termination

The Commission may terminate this agreement by giving fourteen (14) days written notice to the Researcher and/or Host Institution if:

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

Researcher and/or Host Institution may terminate this agreement by giving fourteen (14) days written notice to EQC if EQC breaches this agreement and fails to remedy that breach within the 14 day notice period.

Termination under this clause 8 shall be without prejudice to any other right or remedy available to the Commission at law or to the Commission's licence granted pursuant to clause 7 of this agreement.

To avoid doubt, upon expiry or termination of this agreement for any reason, the Commission will not be required to pay any further part of the research grant.

9. Dispute Resolution

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

If the parties cannot resolve the dispute by negotiation within seven days of the Dispute Notice being given, any party may refer the dispute to mediation by giving written notice to each other party. The mediation will be conducted under the LEADR New Zealand Inc Standard Mediation Agreement, and by a mediator (and at a fee) agreed by the parties or, failing such agreement, by a mediator (and at a fee) determined by the President of LEADR New Zealand Inc (or his or her nominee).

If the parties cannot resolve the dispute by negotiation and/or mediation within fourteen days of the Dispute Notice being given, the dispute shall be referred to arbitration under the Arbitration Act 1996 (unless the parties agree otherwise). Any party may initiate arbitration by notifying the other parties 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.

Signed for and on behalf of –

(Researcher's Name)

(Host Institution)

(Signature)

(Signature)

Name: _____

Position: _____

Date: _____

Date: _____

Signed for and on behalf of the
EARTHQUAKE COMMISSION

(Signature)

Name: _____

Position: _____

Date: _____

ANNEXURE – RESEARCH PROPOSAL

[To be attached]

SPECIMEN