

**FUNDING AGREEMENT FOR THE
UNIVERSITY RESEARCH PROGRAMME 2024-26**



Dated:

DD/MM/YYYY

Parties:

The Earthquake Commission, a Crown entity continuing under the Earthquake Commission Act 1993

(Toka Tū Ake EQC or the *Commission*)

.....

(the *Host Institution*)

Programme Director/Researcher:

.....

(the *Researcher*)

Programme for which funding is granted:

“.....” (Identified as **Contract Reference No.**) (the *Programme*) as described in the attached research proposal dated submitted by the *Researcher*, and which forms part of this University Research Programme Funding Agreement.

Background:

- Since the 1990s, Toka Tū Ake EQC has provided funding to tertiary institutions across New Zealand, and in 2020, endorsed a new three-year University Research Programme to specifically fund Universities to align with the Commission’s Resilience Strategy and its Research Investment Priorities. Key components of this University Research Programme include the delivery of:
 - New capability development – including support of postgraduate students, postdoctoral fellows and early career researchers
 - research that is targeted to Toka Tū Ake EQC goals and priorities
 - contributing to better outcomes for New Zealanders
 - end user and/or stakeholder collaboration and partnerships
 - a greater partnering approach with Toka Tū Ake EQC.
- Toka Tū Ake 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 (to be replaced shortly by the Natural Hazards Insurance Act).
- The Commission has approved a research grant for the attached research proposal, provisional upon the Commission and the Host Institution executing this Agreement.
- The Host Institution has agreed to manage and administer the research grant provided by the Commission.

Funding Agreement:

- This Agreement consists of this document, the attached Schedule One (setting out the further terms of this Agreement), the attached Schedule Two (if applicable), and the attached research proposal entitled “.....; dated DD/MM/YYYY” (together the Agreement). Any other documents that are also part of the Agreement must be specified here:
 - [Nil, or describe document]

- If there is any conflict between this document and any of the other documents making up this Agreement, this document has precedence (followed by Schedule One).
- This Agreement shall commence upon the agreed commencement date and end on the agreed completion date.

Agreed commencement date: 1 January 2024

Agreed completion date: 31 December 2026

Amount of research grant: Up to \$450,000.00 plus GST (if any)

Deliverables:

The Commission wishes to ensure that the research we fund is visible and accessible to a wide range of audiences. To help support this, for each year of funding, researchers are required to collaborate with the Commission on:

- One communications/stakeholder engagement activity. The Commission requires researchers to collaborate with it on one communications/stakeholder engagement activity each year of funding (this is in addition to the social media posts).
- Two social media posts each year of funding.

Examples of such activities are: media releases, video stories, presentations to a lay audience, presentations to the Commission, visits to research end-users or other agreed activities. Social media posts may be made through any app or channel relevant to the subject matter and from a user account owned by the Commission, a host institution, or the researcher themselves (if public).

The Researcher and Team Members who are funded by this Toka Tū Ake EQC University Research Programme grant will be invited and encouraged to attend science communications or science to policy/practice workshops when the workshops are available. These workshops will aim to support researchers to prepare communication to engage a wide range of audiences.

In addition to the above, the Host Institution, must provide:

- Annual 6-monthly progress reports due by 30 June 2024, 2025, and 2026 - see Clause 4
- Host an in person/online Annual programme meeting update with the Commission's Research Team by 31 October 2024, 2025, and 2026. In addition to a summary presentation by the Researcher, other team members are encouraged to present their research.
- An annual report submitted by 31 December 2024 and again on 31 December 2025. These reports to include links to Paper/s, Reports, Event presentations and Media written in relation to the Programme's current year.
- Final Programme Report to be submitted by 31 December 2026 that includes a brief, plain-English summary for a wide public audience, with a link or identifiable reference to the location of the relevant publication/s.

Special Conditions: (e.g., Any variance to the attached research proposal and agreed to by the Parties should be set out in this section)

[insert if required]

The Parties agree to comply with the terms set out in this Agreement and the attached schedule 1.

Signed for and on behalf of:

(Host Institution)

Toka Tū Ake EQC (the Commission)

(Authorised Signatory)

(Authorised Signatory)

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

SCHEDULE ONE

The Parties agree to the following:

1. Term of Agreement

Unless terminated earlier in accordance with clause 8 below, this Agreement shall continue for the duration set out in this Agreement. Any extension to the duration of this Agreement shall be solely at the Commission's discretion.

2. Research Grant

The Host Institution agrees to manage, administer and disburse the research grant payment/s received from the Commission under this Agreement.

The research grant is to be used for the benefit of the Host Institution and for the sole purpose of conducting the research described in the research proposal annexed to this Agreement. For the avoidance of doubt, the research grant does not include a component for attendance at or travel to conferences (unless this Agreement states otherwise). Unless this Agreement states otherwise, any expenditure in this regard is to be applied for separately.

The University Research Programme grant cannot be used to pay overheads. The Commission requires the Host University to pay the annual costs of administrative support, occupancy and overheads, and any management and human resources costs in relation to the Researcher.

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

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 Programme. The Commission is not otherwise liable or responsible to the Host Institution, the Researcher or any other person, in connection with the attached research proposal, the Programme, the expenditure of the research grant or otherwise in connection with this Agreement.

The Host Institution will submit two tax invoices per year (in January and July 2024, January and July 2025 and January and July 2026) to EQCInvoices@eqc.govt.nz, that references the unique purchase order number issued to this grant.

- b) The Commission will issue payments to the Host Institution provided satisfactory progress and annual reports have been received and are up to date. Unless otherwise agreed between the Parties, it is expected that payments will be made at 6-monthly intervals after the commencement of the Programme for the duration of the Programme (in January and July).
- c) All requests for payment by the Host Institution must be supported by a tax invoice referencing the EQC issued purchase order number. 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, research 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 Host Institution as a necessary expense of progressing the Programme.

Any part of the research grant not justified or claimed in accordance with this clause 2 within six months of the completion date of the Programme will lapse. Further, if a lapsed research grant (or part) has already been paid to either the Host Institute it is repayable to the Commission upon demand.

3. Materials and Apparatus

The Host Institution will ensure that, during the term of the Programme, materials and apparatus purchased with research grant monies are used exclusively for the purposes of the Programme, unless the impact of its use for other purposes is immaterial to the progress and quality of the Programme

4. Regular Reporting Requirements

The Host Institution shall ensure that the Programme is carried out by, or under the direct supervision of, the Researcher. Using the templates and/or advice provided by the Commission, the Host Institution shall:

- provide the Commission with a brief half-year progress report - due by 30 June 2024, 2025, and 2026 that describes the progress of the Programme and statements of costs incurred to date. Progress reports, including any timetable changes, must be provided even when limited or no progress has been made.
- provide the Commission with an annual report due by 31 December 2024 and 31 December 2025 for Year 1 and 2 of the University Research Programme. These reports to include links to Paper/s, Reports, Event presentations and Media written in relation to the Programme's current year. A Final Programme Report will be submitted in Year 3 (see Clause 5).
- Host an in person or online Annual programme meeting to update the Commission's Research Team on progress to date. This will include a summary presentation by the Researcher, and they will encourage other team members to present their research conducted under the programme. The Commission will contact the Researcher to arrange a suitable date/time for these meetings. These meetings must be held no later than 31 October 2024, 2025, and 2026.

The Commission may from time to time request a meeting between the Researcher and representatives of the Commission to review progress on the Programme. These meetings may include, amongst other things, a review of the Researcher's approach to the Programme and confirmation that the objectives of the Programme are being met. The Host Institution will be notified prior to any such meeting and furnished with meeting notes.

5. Final Programme Report

Before this agreement's completion date, the Host Institution must provide the Commission a final programme report using the template provided by the Commission. This report will provide a summary of the Programme's:

- New capability development – including support of postgraduate students, postdoctoral fellows and early career researchers
- research that targeted Toka Tū Ake EQC goals and priorities
- contributions to better outcomes for New Zealanders
- end user and/or stakeholder collaborations and partnerships
- greater partnering approach with Toka Tū Ake EQC.

Papers relating to the Programme intended for publication in peer reviewed journals should be submitted to the publisher and the Commission notified. The Host Institution must then provide to the Commission a reprint of the final article(s) on publication. The Commission will consider any requests for financial assistance to enable appropriate journals etc. to be accessed (i.e. if there is an access fee).

6. Peer Review

The Commission shall decide whether to submit the Final Programme Report for 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 Host Institution 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 Host Institution.

7. Intellectual Property

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

- a) shall each grant the Commission an unrestricted, perpetual, non-exclusive, worldwide, royalty free, irrevocable licence to:
- use the results of the Programme (including but not restricted to the final report and any product developed in conjunction with the Programme) as soon as they are created in material form;
 - publish and distribute the Programme reports and findings and any other information relating to the Programme but excluding raw data (together, the “Programme Materials”), without charge, in any form and through any medium (including EQC’s website, internal networks and communications) subject only to
 - the approval of the Host Institution as to the accuracy of any summary, commentary or précis of, or changes or additions to, the Programme Materials prepared by someone other than the Host Institution;
 - attaching a copyright statement that reserves copyright to the Host Institution (if applicable);
 - If publishing an extract from any report or results, ensuring that extract is a fair reflection of the report and results as a whole and is not misleading in any way; and
 - any appropriate disclaimer that may be agreed the Parties on a case-to-case basis.
 - sublicense and/or otherwise deal with any results of the Programme (including but not restricted to the final report and any product developed in conjunction with the Programme) 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),
- b) shall each make every reasonable 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. The obligation to provide one copy to the Commission applies to all documentation including reports, conference presentations, guidance and any other papers.
- c) shall each acknowledge the research grant of the Commission in any report, article or any other publication arising directly from the Programme, in the form “*A study [part] funded by the Earthquake Commission*”.
- d) shall each advise the Commission in advance of any media activity or publicity regarding the Programme (i.e. the Commission requires a “no surprises approach”).
- e) shall each advise media or interested parties of the Commission’s funding for the Programme.

7.2 For the avoidance of doubt, the licence provided to the Commission under clause 7.1 above shall continue to be valid and in effect beyond the completion date or beyond the termination of this Agreement (under clause 8 or clause 10).

7.3 The licence in this clause does not apply to any publication of the research (where contemplated by this Agreement) if copyright in that publication is required to be assigned to the publisher as a condition of publication.

8. Termination

The Commission may terminate this Agreement by giving fourteen (14) days’ written notice to the Host Institution if:

- a) the 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 Programme, as described in this Agreement including the attached research proposal, are not being met by the Host Institution, *provided that* after receiving the

Commission's notice of termination the Host Institution shall have seven (7) working days in which to object to the Commission's decision to terminate and submit written reasons for the Host Institution's objection. The Commission shall then reconsider its decision to terminate having regard to the reasons put forward by the Host Institution, and either withdraw its notice of termination or confirm termination to the Host Institution.

The Host Institution may terminate this Agreement by giving fourteen (14) days' written notice to the Commission if the Commission 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.

If the Agreement is terminated prior to the completion date, the Commission shall promptly pay any research grant payments that are payable to the Host Institution up to the date of termination. For the avoidance of doubt this refers to services or work already performed by the Host Institution which has not yet been paid for by the Commission.

If the Agreement is terminated prior to the completion date, the Host Institution will promptly repay to the Commission any and all components of the research grant that have not been expended for the purposes of this Agreement at the time of termination and provide to the Commission all results, Programme reports, findings and any other information relating to the Programme which have been produced prior to the Agreement being terminated.

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 other than provided for in this clause.

9. Dispute Resolution

If there is a dispute between the Parties in relation to this Agreement, or any matter arising from it, the Parties will in good faith in the first instance use their best endeavours to resolve the dispute themselves.

If the dispute cannot be resolved by the Parties themselves within a reasonable time, then they must explore whether the dispute can be resolved by use of mediation or other alternative resolution technique.

If the Parties cannot resolve the dispute by mediation within a reasonable time, the dispute shall be referred to arbitration under the Arbitration Act 1996 (if both Parties agree). 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 New Zealand Law Society.

The award in any arbitration shall be final and binding on the Parties.

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

If the Parties do not agree to arbitration, a party may pursue any other dispute resolution mechanism or remedy available to it.

10. Events beyond Control

Should any event occur which:

1. is beyond the control of any of the Parties; and
2. is neither directly nor indirectly caused by any of the Parties; and
3. prevents the Host Institution from carrying out the Programme,

then the Host Institution will suspend work on the research Programme until such time that it becomes practicable to recommence work on the Programme. This does not include events personal to any Party, such as ill-health or lack of funding or resources.

In the event that the suspension continues for longer than 2 months, then this Agreement may be terminated by the Commission. In this case, in accordance with the provisions of Clause 8, the Host Institution must

promptly repay to the Commission any and all components of the research grant that have not been expended for the purposes of this Agreement at the time of termination.

11. General

Address for service of the Commission – Research@eqc.govt.nz

Address for service of the Host Institute –

Address for service of the Researcher -

Delay - If at any time the Host Institution's performance falls behind the programme set out in this Agreement (as amended from time to time), then the Host Institution shall notify the Commission and, where due to matters within the control of the Host Institution, shall take all practicable steps to remedy such delay.

Duty of Care – The Host Institution shall exercise reasonable skill, care and diligence in all matters relating to the Programme.

Governing Law and Currency – This Agreement will be governed by, and construed in accordance with, the laws of New Zealand, and each Party submits to the exclusive jurisdiction of the Courts of New Zealand. Any references to dollars are references to New Zealand dollars unless otherwise stated.

Limitation of liability: To the extent permitted by law, the total aggregate liability of the Host Institution and the Researcher (combined) to the Commission, under or in connection with this Agreement, whether arising in contract (including under any indemnity), tort (including negligence), legislation (including under the Fair Trading Act 1986 for or any unintentional errors or omissions) or otherwise, shall not exceed a sum equivalent to twice the total amount of the grant payable by the Commission to the Host Institution under this Agreement.

No assignment – This Agreement is personal to the Host Institution. The Host Institution must not assign, transfer, or subcontract all or part of its rights or obligations under this Agreement without the Commission's prior written approval.

Notices - All demands, notices, requirements and consents this Agreement authorises or requires, or that relate to this Agreement, must be in writing and will take effect from receipt at the recipient's address.

Official Information Act 1982 and similar obligations. - Any information that any party considers to be should be marked and treated as such by that party. However, as a government entity, the Commission has obligations under the Official Information Act 1982 (OIA), under other legislation and also under Government conventions to sometimes disclose information regarding its activities (including confidential information if appropriate).

The Parties will liaise, prior to releasing any confidential information, should any of them receive a request (or have an obligation) that includes the possible disclosure of information that another Party has identified as confidential.

Further, the Host Institution and the Researcher will both use reasonable endeavours to assist the Commission to comply with any such information request (or obligation) that the Commission has received (if required by the Commission to do so).

Relationship – Nothing in this Agreement shall give rise to an agency, partnership, or employment relationship between the Commission (on the one hand) and the Researcher or Host Institution (on the other).

Variation, modification or waiver – No variation, modification or waiver of this Agreement shall be valid unless in writing (see Variation Request Form available on EQC's website or upon request to Research@eqc.govt.nz) and agreed by all Parties prior to the Agreement's end date.

Warranty/Indemnity – The Researcher and Host Institution warrant that all aspects of the Programme will be carried out in a manner that does not infringe the intellectual property rights of any other person and agrees to indemnify the Commission against any liability or expense incurred as a result of any breach of this warranty, up to twice the total amount of the grant.

Researcher awareness and compliance: The Host Institution will ensure the Researcher is made aware of the obligations under this agreement so that the Researcher does not do or omit to do anything that would cause the Host Institution to be in breach of this Agreement.

12. NZRIS

NZRIS— means the New Zealand research information system online hub of information about research, science and innovation in New Zealand or any system which replaces it (being the system which is established by government directive outlined in RSI domain plan for organisations that are distributing, receiving or utilising public funds to undertake RSI activities to supply RSI data to NZRIS).

RSI – Research, Science and Innovation

RSI Data—means all data which the Commission is required to provide to NZRIS which may include all information in relation to or arising under this Agreement including the Key Persons, Proposal, Research Materials, Research Activity, Research Provider, Post Completion Reports, and New IP

12.1 In relation to NZRIS the Host Institution:

12.1.1 Acknowledges that NZRIS is a government directive outlined in the RSI domain plan and the Commission, as an organisation that distributes, receives, or utilises public funds to undertake RSI activities may be required to provide data to NZRIS;

12.1.2 Will, in relation to RSI Data arising under this Agreement, assist the Commission (as reasonably necessary) to comply with its obligations under NZRIS.

12.1.3 Consents and authorises the Commission to supply RSI Data to NZRIS (excluding personal information and where necessary) on the basis that the Commission will prior to submission of the RSI Data apply protection patterns to the RSI Data detailed in clause 7 of Schedule one so that specified data is required to be suppressed by NZRIS rather than published.

13. Data

All data collected and/or managed using the Commission’s funding should adhere to NZ Government Data and Information Management Principles, FAIR and CARE principles, where appropriate. Where necessary, data access may be managed via registration but should be available to all users in some form without cost.

The Commission supports open data as it acknowledges that we work in the system that works most effectively when data is findable, accessible, interoperable, and reusable. This ensures effective decision making for risk management.

14. Health & Safety

The Parties must:

14.1 consult, cooperate and coordinate with each other regarding any overlapping obligations under, and what is required from each other to assist them to comply with, the HSW Act as it relates to, or affects, the Agreement;

14.2 comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the Agreement;

14.3 comply with all reasonable directions of the Commission relating to health, safety, and security, and

14.4 report any of the following that applies to the Parties or the Researcher, or relates to or affects the Agreement:

14.4.1 notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and

14.4.2 Protective Security Incident.

SCHEDULE TWO

ACKNOWLEDGEMENT OF RESEARCHER

[This schedule is to be used if the Researcher will own any IP rights to the Programme outputs (other than copyright)]

1. I acknowledge that I own/ will own the following intellectual property rights in the Programme outputs:
 - [list]
2. I acknowledge and agree that I am bound by the terms of part seven (7) of this Agreement as if I am a party to this Agreement.

Researcher:

(Signature)

Name: _____

Date: _____

ANNEXURE – UNIVERSITY RESEARCH PROGRAMME PROPOSAL

[To be attached]