

SCHEDULE 1 - DESCRIPTION OF THE GRANT

Grantee: [Grantee Name] ("**Grantee**", "**you**")

Host Institution: [Host Institution]

Research Activity: [Title and short description of the Research Activity] The research activity is further described in the Research Proposal Application attached at Appendix II.

Term: This Agreement will commence on the date it is signed by both parties and the Host Institution has signed Schedule 3, and will remain in force until the Research Activity has been fully completed (including the requirement for post completion reporting) and all payments have been made in accordance with the Payment Schedule, unless terminated earlier in accordance with clause 11 of Schedule 2.

Grant Amount: Up to \$[amount] (including GST, if any), in aid of your performance of the Research Activity and for application to the Specified use (if any), subject to the specific terms and conditions contained in this Agreement.

Specified Use: [Details of specified use, if applicable]

Payment Schedule: The Grant Amount will be paid in accordance with the payment schedule at Appendix I to Schedule 2.

Estimated Completion Date: [date]

SCHEDULE 2 - CONDITIONS OF THE GRANT

This Agreement comprises the Schedules and the Appendices. Unless otherwise defined in this Schedule, any capitalised terms used in the Schedule have the meaning given to them elsewhere in this Agreement (including the covering letter and Schedule 1). References to 'working days' means working days as defined in the Companies Act 1993. If there is any conflict or inconsistency between the parts of this Agreement, the Schedules take priority over the Appendices.

1. **Performance of the Research Activity:** You confirm that you will carry out the Research Activity during the Term and will use your best endeavours to achieve the "**Research Activity Objectives**" and "**Reporting Milestones**" (as described at Appendix I).
2. **Reporting:** You acknowledge that the Foundation is a charitable organisation, and needs to collate certain records regarding application of funding that it grants to third parties. You agree to provide comprehensive and accurate reports to the Foundation in accordance with the reporting requirements set out in Appendix I, to a standard acceptable to the Foundation (acting reasonably).
3. **Application of Grant Amount:**
 - (a) Subject to clause 6(f), the Foundation will pay the Grant Amount to the Host Institution in accordance with the Payment Schedule.
 - (b) The Host Institution must invoice the Foundation for the:
 - (i) Initial Payment (as specified in Appendix I) within 12 months of the commencement of this Agreement; and
 - (ii) Final Payment (as specified in Appendix I) within 3 months of the Final Report being submitted to and accepted by the Foundation,and if invoices are not submitted in accordance with this clause 3(b) then the Foundation will be under no obligation to pay the Grant Amount. The Foundation may, in its sole discretion, grant an extension to the timeframes specified in this clause 3(b) where requested by you in writing. An extension is only valid where it is confirmed in writing by the Foundation.
 - (c) Unless specifically authorised in writing by the Foundation, you agree to apply the Grant Amount solely to the Research Activity and (if applicable) the Specified Use, and in accordance with the terms of this Agreement.
4. **Maximum Amount:** You acknowledge that the Grant Amount is the maximum amount that the Foundation will contribute to the costs of the Research Activity and that the Foundation will not under any circumstances fund any shortfall between the Grant Amount and the actual costs of the Research Activity.
5. **Financial Responsibilities and Record Keeping:** You will keep systematic, accurate, up to date, and complete records of all expenditure relating to the Research Activity and the application of the Grant Amount. The Foundation may, at its own expense, examine, audit, or have audited your records insofar as they relate to this Agreement and activities supported by the Grant and you will fully cooperate with any such audit.
6. **General Obligations:** In performing the Research Activity, you shall ensure that you and any other person you engage to assist you in the performance of the Research Activity:

- (a) only use the Grant Amount for the Research Activity, and apply the Grant Amount to the Specified Use (if any);
 - (b) carry out the Research Activity in an ethical, responsible, diligent and competent manner using your best endeavours to achieve the Research Activity Objectives;
 - (c) ensure that all persons engaged in the Research Activity are bound by terms which are consistent with the obligations under this Agreement and require such persons to participate in the Research Activity in a manner which does not result in any breach of your obligations under this Agreement;
 - (d) ensure that you have rights to use any intellectual property rights owned by any third parties which are necessary for completion of the Research Activity;
 - (e) identify and obtain all consents and approvals necessary to carry out the Research Activity at or prior to the time the consent or approval is necessary;
 - (f) ensure that the Research Activity is approved by a Health Research Council of New Zealand accredited ethics committee (or other appropriate ethics committee) before the Research Activity is commenced (as required) and supply evidence of such ethics approval to the Foundation promptly following receipt of that approval. If an ethics committee declines to approve the Research Activity or grants approval subject to any conditions, you must promptly notify the Foundation. You must comply with any requirements imposed by the relevant ethics committee;
 - (g) have in place policies and processes to ensure that consultation with Māori has occurred and the Research Activity is responsive to the needs and diversity of Māori, where relevant to the Research Activity;
 - (h) comply with all relevant legislation governing the Research Activity; and
 - (i) do not act in a way that could damage or adversely affect the reputation of the Foundation.
7. **Evaluation of the Grant:** The Foundation may, at its own expense, monitor and conduct an evaluation of your performance of the Research Activity under this Grant. Such evaluation may include meetings with you by representatives of the Foundation in order to observe and discuss the Research Activity.
8. **Intellectual Property:** You will:
- (a) own any intellectual property that you create in connection with the Research Activity (**Research Material**), subject to any arrangements between you and the Host Institution;
 - (b) provide to the Foundation a copy of any Research Material in the format reasonably requested by the Foundation, and grant to the Foundation a perpetual, non-exclusive, irrevocable, royalty-free, worldwide licence to use the Research Material for the Foundation's business purposes which may include (but are not limited to) promoting the profile of the Foundation and providing information to donors and potential donors through Foundation marketing and other communications. To avoid doubt, the Foundation confirms that it will not publish any Research Material in any academic journals.

9. Variations:

- (a) If the Research Activity Objectives cannot be achieved in the manner or timeframe contemplated by the Research Activity, there is a change to any information contained in the Research Proposal Application, or the scope of the Research Activity otherwise requires revision, including without limitation any change to the use or application of the Grant Amount or a change to the Specified Use, you shall immediately notify the Foundation in writing.
- (b) Following notification under clause 9(a):
 - (i) if the change relates to use of the Grant Amount and the value of the change is under \$500, that change requires notification only and is deemed to be agreed; or
 - (ii) if the change:
 - (1) relates to the Research Activity in any way (other than application of the Grant Amount) or other performance of this Agreement; or
 - (2) relates to the use of the Grant Amount, and the value of the change is \$500 or over, -then the parties shall seek to agree the change. For the avoidance of doubt there is no obligation on the Foundation to agree to any such change or increase the Grant Amount. If the parties are able to agree the change then it must be recorded in writing, in a form satisfactory to the Foundation (which may be by email).
- (c) If, within 15 working days of the notification under clause 9(a), the parties have been unable to agree on a change that is governed by clause 9(b)(ii), the Foundation may terminate this Agreement immediately on notice.

10. Assignment:

- (a) This Agreement is personal to you and may not be transferred or assigned, or any sub-contract granted (other than to additional investigators specified in the Research Proposal Application which have been approved by the Foundation), without the Foundation's prior written consent (which may be granted via email).
- (b) If you intend to make any change to your affiliation with the Host Institution, you must notify the Foundation. You may propose a new host institution, which the Foundation may, at its sole discretion, approve, provided that the new host institution signs a new copy of Schedule 3 and arrangements are made with the Host Institution for a transfer of unexpended grant funding to the new host institution. Any change to the Host Institution without the Foundation's prior written approval is a breach of this Agreement.

11. Termination:

- (a) The Foundation may terminate this Agreement, and/or suspend payment of any component of the Grant Amount, if:
 - (i) you have failed to comply with any term, condition or duty contained in this Agreement, and where that breach is capable of being remedied, failed to remedy that breach within 10 working days of receipt of notice from the Foundation detailing the breach and requiring you to remedy the breach;

- (ii) you commit any fraudulent act (whether or not that fraudulent act relates to the Research Activity);
 - (iii) you do any act that in the Foundation's opinion brings the Foundation into disrepute;
 - (iv) any information provided in the "Research Proposal Application" (as attached at Appendix II) or subsequent correspondence from you to the Foundation, is found to be misleading or inaccurate in any material respect;
 - (v) the parties have been unable to successfully manage a change to the Grantee or Host Institution in accordance with clause 10;
 - (vi) an event of Force Majeure (as defined in clause 18) continues for a period of 3 consecutive months;
 - (vii) the parties have been unable to agree a change in accordance with clause 9; or
 - (viii) the Foundation is not satisfied with your progress on the Research Activity or the content of any written report from you in relation to the Research Activity and, following notification and discussion with you, no resolution satisfactory to the Foundation is reached within a reasonable period of time.
- (b) You may immediately terminate this Agreement by written notice to the Foundation at any time if:
- (i) you believe that it is not possible, practical or ethical for you to continue the Research Activity; or
 - (ii) the Foundation has failed to comply with any term, condition or duty contained in this Agreement, and where that breach is capable of being remedied, failed to remedy that breach within 10 working days of receipt of notice from you detailing the breach and requiring the Foundation to remedy the breach.

12. Consequences of termination or expiry:

- (a) On termination or expiry of this Agreement;
- (i) no further Grant Amounts shall be paid to the Host Institution;
 - (ii) the Foundation may require, and you shall provide the Foundation with, a full written report detailing how the Grant Amount has been spent; and
 - (iii) you shall, on demand, return to the Foundation any portion of the Grant Amount over \$500 that has been paid by the Foundation under this Agreement and that is unexpended and uncommitted as at the date of termination or expiry. Where such return is required by the Foundation, the Foundation will notify you in writing and you agree to transfer (or arrange with the Host Institution to transfer) such unexpended and uncommitted funds to an account nominated by the Foundation within five working days of the Foundation's notice.
- (b) Clauses 5, 8, 12, 14 and 15 to 22 will survive termination or expiry of this Agreement.

13. Additional Support: In making this Grant, the Foundation assumes no obligation to provide any additional support to you.

14. **Communications:** Notwithstanding your confidentiality obligations in clause 15 below, you agree to acknowledge the contribution of the Foundation in all publications, presentations and communications about or of the Research Activity. You shall promptly notify the Foundation of each acknowledgement. You shall not say anything detrimental about the Foundation or that may adversely impact the reputation of the Foundation.
15. **Confidentiality:**
- (a) The terms of this Agreement and the fact of its existence are to be treated as confidential by the parties unless otherwise agreed in writing.
 - (b) Notwithstanding clause 15(a):
 - (i) either party may release the terms of this Agreement and the fact of its existence, if and to the extent disclosure is required by law; and
 - (ii) the Foundation may publish information about the Grant on its website and in other communications, which information may include your name, Host Institution details, research title, a lay summary of the Research Activity, the Research Material, and the Grant Amount, unless otherwise agreed with you in writing.
16. **Disputes and issues:**
- (a) If a dispute arises, the party claiming the dispute must give notice to the other party setting out full details of the dispute (**Dispute Notice**). The parties shall meet within 10 working days of receipt of the Dispute Notice to seek to reach an agreement on the matter in dispute.
 - (b) If the parties are unable to reach a settlement of the dispute within 10 working days of the date of the meeting under clause 16(a), then either party may refer the dispute to be determined by way of mediation to be held in Auckland, New Zealand by a single mediator. If the parties are unable to agree on the mediator within 10 working days of reference to mediation the president for the time being of the New Zealand Law Society (or his or her nominee) will, on the application of either party, nominate the mediator.
 - (c) You agree that you will immediately notify the Foundation if you become aware of any complaint, claim, or proceeding made or initiated by any third party in connection with the Research Activities. You acknowledge and agree that you are solely responsible for any liability to a third party that arises in connection with the Research Activities, and you will hold the Foundation harmless in respect of such liability.
17. **Sub-contractors:** You are responsible and liable for the acts, omissions and services of any sub-contractor as if those acts, omissions and services were provided or performed by you.
18. **Force Majeure:** Notwithstanding any of the provisions of the Agreement neither party will be liable for any delay or default due to an act of God, natural disasters, acts or demands from any government agency, wars, riots, strikes, floods, accidents or other unforeseen causes beyond the control of a party and not due to its fault or neglect (**Force Majeure**).
19. **Set-off:** The Foundation may set-off any portion owing to the Foundation from you against any amount payable by the Foundation under this Agreement.

20. **Governing Law:** This Agreement will be governed by New Zealand law and the courts of New Zealand shall have sole jurisdiction.
21. **No Partnership:** Nothing in this Agreement shall constitute a partnership between the parties or constitute the parties as joint venturers or either party as agent for the other party and no party shall be entitled to bind the other. You are independent of the Foundation, are not an employee of the Foundation and your relationship is only that of a grant recipient on the terms and conditions set out in this Agreement.
22. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The provisions of this Agreement are severable, so that if any term or provision is found for any reason to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining term or provision. This Agreement may be amended or modified only by mutual written agreement of the parties.
23. **Execution:** This Agreement may be executed in any number of counterparts (including scanned PDF counterpart), each of which shall be deemed an original, but all of which together shall constitute the same instrument. No counterpart shall be effective until each party has executed at least one counterpart. Each party consents to the use of electronic signatures as a means of legally effective execution, and consents to receiving a counterpart of this Agreement in electronic or digital form.

EXECUTION

SIGNED by
[GRANTEE NAME]

)
)

Signature

Date

SIGNED for and on behalf of
WHAU MENTAL HEALTH RESEARCH
FOUNDATION by

)

Signature

[Print Name]

)

Date

Position

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APPENDIX I: GRANT PARTICULARS

Use of Funds: The Grant Amount will be applied by you solely for the Research Activity and for the Specified Use (if any) and as detailed in the Research Proposal Application as attached at Appendix II.

Payment: Subject to clause 6(f), the Foundation will disburse the Grant Amount to the Host Institution via electronic transfer, upon receipt of a valid invoice, in instalments as indicated below. Payment of each instalment is subject to the Foundation being satisfied, acting reasonably, that you have complied with the terms and conditions of this Agreement and have met any relevant milestones specified in this Agreement.

Disbursement	Amount	Target Date	Requirements for Disbursement to Occur
Initial Payment	[\$amount]	[date]	Signed Agreement Research Activity approved by an appropriate ethics committee and evidence of such provided to the Foundation (in accordance with clause 6(f) of Schedule 2) Commencement of Research Activity
Final Payment	[\$amount]	[date] (which may be adjusted by agreement in writing, including by email)	Acceptance by the Foundation of the Final Report

Research Activity Objectives: [details of Research Activity Objectives]

Reporting Milestones: The milestones have been selected as key indicators of progress and reflect the delivery approach and programme timings for the Research Activity. Proposed changes to the milestones must be approved in writing by the Foundation.

Report	Milestone Date
Progress Report (based on the instructions notified by the Foundation to you and that can be found here: https://whaufoundation.org.nz/apply/)	10 months after the initial Grant Amount is paid to the Host Institution
Final Report, (based on the instructions notified by the Foundation to you and that can be found here: https://whaufoundation.org.nz/apply/), in a form reasonably acceptable to the Foundation	Three months after the Research Activity completion date

All reports and correspondence should be delivered by email to the Grants Administrator grants@whaufoundation.org.nz as appropriate.

APPENDIX II: RESEARCH PROPOSAL APPLICATION

EXAMPLE

SCHEDULE 3 – HOST INSTITUTION OBLIGATIONS

1. The Host Institution acknowledges that:
 - (a) the Foundation and the Grantee are entering into this Agreement, pursuant to which the Grantee will conduct the Research Activities at the Host Institution;
 - (b) the Foundation has agreed to enter into the Agreement on the understanding that the Grantee is (and will remain) a student of, or otherwise affiliated with, the Host Institution during the performance of the Research Activity; and
 - (c) under the Agreement, the Foundation requires that the Grantee procure the Host Institution's agreement to the terms set out in this Schedule 3.
2. Accordingly, and in consideration of the Grant Amount payable by the Foundation to the Host Institution under this Agreement, the Host Institution agrees, acknowledges and represents that:
 - (a) the Host Institution has received the Agreement and is aware of the Foundation's requirements in respect of the Grant funding;
 - (b) the Grantee is a student of, or is otherwise affiliated with, the Host Institution and the Host Institution accepts and supports the Research Activity;
 - (c) it will make available to the Grantee all reasonably required resources and services to enable the Grantee to perform the Research Activity, including (but not limited to), permitting the Grantee to use the Host Institution facilities;
 - (d) it is aware of the invoicing and payment terms set out at Schedule 2 of this Agreement, and it agrees to submit invoices, and manage and distribute funds, in a manner consistent with the requirements of this Agreement;
 - (e) if the Foundation exercises its rights to conduct an audit under this Agreement, the Host Institution will support the Grantee in responding to requests for information and will permit the Foundation to access relevant records to the extent such records are controlled by the Host Institution;
 - (f) it is aware of the intellectual property provisions, and confirms that none of the intellectual property arrangements between the Host Institution and the Grantee prevent the Grantee from providing the Foundation with the licence described in clause 8(b);
 - (g) it will take reasonable steps to ensure that the Grantee complies with its obligations under the Grant Agreement;
 - (h) it will bear responsibility for all risks and claims connected with the Research Activity and will indemnify and hold the Foundation harmless against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to persons or property, or any other losses resulting from or connected with any act or omission of the Grantee or anyone else involved in the Research Activity in the course of performing Research Activity;
 - (i) the Host Institution will observe the confidentiality obligations set out in Schedule 2 of the Agreement as though it were the Grantee; and

- (j) the Host Institution will promptly do everything otherwise reasonably required to give effect to this Agreement.

Execution

SIGNED for and on behalf of
[HOST INSTITUTION] by

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Signature

[Print Name]

)

Date _____

Position

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