

**FUNDING CONTRACT
FOR
HORIZON EUROPE TOP-UP FUND
XXXXXXXXXX**

DATED

BETWEEN The Sovereign in Right of New Zealand acting by and through Secretary for Business, Innovation and Employment and Chief Executive of the Ministry of Business, Innovation and Employment, Te Tumu Whakarae mō Hīkina Whakatutuki (the “**Ministry**”)

AND xxxxx, xxxxx, xxxxxxxx, Wairoa 4193, Wairoa 4193 (the “**Contractor**”)

BACKGROUND

The Ministry wishes to contribute to the Project by providing funding as set out in the Details on the terms set out in this Contract.

CONTRACT

The Ministry will pay the Funding to the Contractor, and the Contractor accepts the Funding, on the terms and conditions set out in Schedule 1 (**Details**) and Schedule 2 (**Funding Contract Standard Terms and Conditions**).

SIGNED by the **SOVEREIGN IN RIGHT OF NEW ZEALAND**, acting by and through Secretary for Business, Innovation and Employment and Chief Executive of the **MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT**, Te Tumu Whakarae mō Hīkina Whakatutuki or their authorised delegate:

) _____
)
) _____
) Signature
) _____
) Print Full Name
) _____
) Print Title
) _____
) Date

SIGNED by **XXXXXXXXXXXXXX** by its authorised signatory:

) _____
)
) _____
) Signature
) _____
) Print Full Name
) _____
) Print Title
) _____
) Date



SCHEDULE 1 – DETAILS

1 **Contract ID**

XXXXXXX

2 **Project** (*clause 2, 3, Schedule 2*)

["Project title" as further described in the Project Plan, as attached as Appendix 2]

The Contractor has acceded to a grant agreement between [Insert organisation from Between section of Grant Agreement Annex 3] and the European Research Executive Agency, under powers delegated by the European Commission, dated [Insert Grant Agreement signing date found in Article 44], by an accession form dated [Insert signing date from Grant Agreement, Annex 3] (the "Horizon Europe Contract") under which the Contractor receives funding for its contribution to the project described in the "Project summary" section of the Data Sheet attached as annex 1 to this Contract. The Funding under this Contract is to cover indirect costs of the Contractor, such as administrative and institutional running costs, incurred in carrying out its obligations under the Horizon Europe Contract.

Marets Test 09 May

3 **Start Date** (*clause 4.1, Schedule 2*)

XXXX

4 **End Date** (*clause 2.5(b), Schedule 2*)

XXXX

5 **Funding** (*clause 2, Schedule 2*)

The total amount of the Funding is \$xxxxxxx excluding GST.

6 **Fund and Appropriation**

Funding for the Horizon Europe is available through the Catalyst: Strategic fund for New Zealand partners in Horizon Europe Pillar II projects.

7 **Public Statement**

The Contractor must prepare, and submit to the Ministry for approval, a public statement for the Project within 30 days of the date of this Contract. Such statement will, subject to approval by the Ministry, be the "Public Statement" for the purposes of this Contract.

8 **Payment terms** (*clause 2, Schedule 2*)

The Ministry makes Funding payments on the 1st, 20th or last day of the month (payment date). The first instalment will be \$xxxx. The first instalment will be made on the first available payment date, being at least two working days after the date the Contract is signed by both parties.

The remainder of the Funding will be paid in equal instalments over xxx months. The second payment date will be one month after the first payment date

9 Reporting Requirements (clause 5.1Schedule 2)

- a. An annual progress report that covers the progress of the Project up to the last day of the month before the progress report is due (Progress Report).
- b. A final report no later than 1 month after the End Date that covers the delivery of the Project (Final Report).The Contractor will provide additional reports or information reasonably required by the Ministry.

10 Content of Report (clause 5.1, Schedule 2)

The Progress Report must include:

- (a) a declaration that the grant agreement between the Contractor, the European Research Executive Agency under powers delegated by the European Commission and the Coordinator (the “**Horizon Europe Contract**”) remains in full force and effect;
- (b) a declaration that the research is progressing as expected and all commitments towards relevant Work Packages are being met, as assessed by the European Commission; and additional commentary supplied where there has been a significant departure from the Work Packages;
- (c) a copy of annual reporting to the European Commission (if requested);
- (d) any other information requested by the Ministry.

The Final report must include:

- (a) a declaration as to whether the Horizon Europe Contract was successfully completed as assessed by the European Commission; and additional commentary supplied where there has been a failure to meet the contracted outcomes under the Horizon Europe Contract;
- (b) statistical information including basic profiling data as reasonably required by the Ministry;
- (c) information that would enhance the Ministry’s understanding of the research performance as appropriate;
- (d) a copy of final reporting to the European Commission (if requested by the Ministry);
- (e) any additional performance management and reporting requirements specified.

The report should include confirmation from the person making the declaration that they are authorised to make it.

11 Special Conditions

- 11.1 If the European Commission (EC) adopts a decision imposing a pecuniary obligation on the Contractor under Article 12 of the Agreement between the European Union and New Zealand on

the participation of New Zealand in Union programmes entered into on 9 July 2023 (the Treaty) and notifies the Contractor of such decision under Article 13 of the Treaty, the Contractor must pay the EC the amount of such pecuniary obligation within the period prescribed by the EC. If the Contractor fails to pay such obligation within the prescribed period, and the Government of New Zealand pays such amount to the EC, the Contractor must, within 10 Working Days, reimburse the Ministry for such amount paid on the Contractor's behalf.

- 11.2 In addition to the termination events listed in clause 4.3 of Schedule 2, the Ministry may terminate this Contract immediately by giving notice to the Contractor if the Horizon Europe Contract is terminated.

13 **Address for Notices** (clause 13.5, Schedule 2)

Ministry:	Contractor:
Ministry of Business, Innovation & Employment 15 Stout Street PO Box 1473 WELLINGTON Email address: imssupport@mbie.govt.nz Attention: The General Manager of Science System Investment & Performance	[Insert name] [Insert physical and postal address] Email address: [Insert details] Attention: [Insert details] [Insert name]

SCHEDULE 2 - FUNDING CONTRACT STANDARD TERMS AND CONDITIONS

1. Definitions & Interpretation

- 1.1 In this Contract, the following definitions apply, unless the context otherwise requires:

“Confidential Information” means, in relation to a party, all information concerning the organisation, administration, operation, business, customers, clients, finances, and methods (including any secret process or formula or other trade secret) of that party and the content of this Contract. For the avoidance of doubt, “Confidential Information” does not include:

- (a) the name of the Contractor;
- (b) the Contract ID;
- (c) the title of the Project;
- (d) the Public Statement set out in the Details;
- (e) the research fund from which the Project is funded;
- (f) the relevant sector(s);
- (g) the total amount of Funding paid to the Contractor in the current financial year and previous years;
- (h) the total amount of Funding payable to the Contractor over the duration of this Contract for the Project;
- (i) the year Funding was approved in respect of the Project;
- (j) the period of time for which Funding will be provided in respect of the Project;
- (k) any Australian and New Zealand Standard Research Classification (ANZSRC) codes assigned to the Project;
- (l) the names of individuals in key roles, unless the Contractor or individual

concerned has requested these remain confidential;

(m) the progress of the Project; and

(n) the benefits to New Zealand from this investment.

“Contract” means this agreement, including the Schedules and Appendices.

“Details” means Schedule 1.

“End Date” has the meaning given in the Details.

“Funding” means the funding amount set out in the Details.

“Gold OA” means a mode of open access where all articles in a journal are made freely available to readers, but authors may be required to pay a one-off charge.

“Government Agency” means any governmental, local governmental, semi-governmental, judicial, statutory or regulatory entity, authority, body or agency or any person charged with the administration of any law.

“Green OA” means a mode of open access where access to publications is provided through an online repository.

“GST” means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

“Intellectual Property Management Plan” means a plan that sets out how the Contractor anticipates managing the Intellectual Property Rights generated by the Project to maximise the benefit of that Project for New Zealand.

“Intellectual Property Policies and Principles” means the policies and principles relating to the management of Project Intellectual Property Rights that the Contractor must adopt pursuant to principle 2 of Appendix 1.

“Intellectual Property Rights” includes copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trademarks, registered or

unregistered designs, circuit layouts, plant varieties, data or databases, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, together with all right, interest or licence in or to any of the foregoing, but does not include mātauranga Māori.

“NZRIS” means the New Zealand Research Information System, the online hub of information about research, science and innovation in New Zealand, (or any system which replaces it), established by government directive outlined in the 2016 Research, Science and Innovation Domain Pl.

“Open Access” means free of charge, online access for any person either through Gold OA or Green OA.

“Parties” means the Ministry and the Contractor and their respective successors and permitted assigns.

“Personnel” of any person, means all individuals directly or indirectly engaged by that person. Examples include directors, employees, contract staff, agents, consultants, specialists, support staff and co-opted or seconded staff.

“Project” means the project described in the Details.

“Project Outcomes” means the project outcomes (if any) set out in the Details.

“Public Statement” means the public statement described in the Details.

“Start Date” means the start date set out in the Details or, if no start date is set out, the date of this Contract.

“Working Day” means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003, nor a day in the period commencing 25 December in a year and ending with 2 January in the following year.

- 1.2 References to clauses and Schedules are to clauses and Schedules of this Contract and references to persons include bodies

corporate, unincorporated associations or partnerships.

- 1.3 The headings in this Contract are for convenience only and have no legal effect.

- 1.4 The singular includes the plural and vice versa.

- 1.5 “Including” and similar words do not imply any limitation.

- 1.6 References to a statute include references to that statute as amended or replaced from time to time.

- 1.7 Monetary references are references to New Zealand currency.

- 1.8 If there is any conflict of meaning between the Details and Schedule 2, Schedule 2 will prevail.

2. Funding

- 2.1 The Ministry must pay the Funding at the rate and in the manner set out in the Details. The Funding is the total amount payable by the Ministry for the Project.

- 2.2 Payments will be made to the credit of a bank account to be designated in writing by the Contractor.

- 2.3 The Funding is inclusive of all taxation except GST. The Ministry will be entitled to deduct any withholding tax required to be withheld by law from payments made to the Contractor and will not be required to gross-up or increase any such payments in respect of such amounts withheld.

- 2.4 The Contractor must use the Funding only to carry out the Project in accordance with this Contract.

- 2.5 In consideration of the Funding, the Contractor must:

- (a) achieve each Project Outcome (if any) by any relevant payment date set out in the Details;
- (b) complete the Project to the Ministry’s satisfaction by the End Date;
- (c) carry out the Project in accordance with:

- (i) the methodology (if any) set out in the Details;
 - (ii) the best currently accepted principles and practice applicable to the field(s) of expertise relating to the Project; and
 - (iii) all applicable laws, regulations, rules and professional codes of conduct or practice;
- (d) ensure all peer-reviewed journal articles and peer-reviewed conference proceedings relating in any way to the Project are made available with Open Access:
- (i) immediately on publication; or
 - (ii) in the case of such papers published in a subscription-based publication that requires an embargo period, immediately at the end of the embargo period or 12 months after the date of such publication, whichever is earlier; and
- (e) refund any unspent Funding to the Ministry within 10 Working Days of the End Date.
- 2.6 Where all of the monies received by the Contractor to carry out the Project (including the Funding) exceeds the total cost of the Project, the Contractor must refund to the Ministry the excess amount. The Contractor is not required to refund, under this clause 2.6, any amount that exceeds the total amount of Funding.
- 2.7 The Contractor must comply with principles 1 to 5 of Appendix 1, including by adopting Intellectual Property Policies and Principles as required by principle 3 of Appendix 1.
- 2.8 The Contractor's Intellectual Property Policies and Principles must be made available if requested by a member of the public, and, if appropriate, published on the Contractor's website. However, the Contractor is not required to publish

individual agreements relating to its Intellectual Property Rights on its website.

- 2.9 The Contractor must maintain the Intellectual Property Management Plan, provide a copy of that plan to the Ministry if requested, and manage any Intellectual Property Rights arising from the Project in accordance with that plan, in order to deliver the Project as described in Schedule 1.

- 2.10 The Contractor must comply with the data management principles set out in principles 8 of Appendix 1.

- 2.11 The Contractor must comply with the risk management principles set out in principles 10, 12 and 13 of Appendix 1.

3. Project Progress

3.1 If:

- (a) the Ministry is not satisfied with the progress of the Project;
 - (b) the Contractor does or omits to do something, or any matter concerning the Contractor comes to the Ministry's attention, which, in the Ministry's opinion, may damage the business or reputation of the Ministry; or
 - (c) the Contractor breaches any of its obligations under this Contract,
- the Ministry may (without limiting its other remedies):
- (d) renegotiate this Contract with the Contractor; or
 - (e) terminate this Contract immediately by notice to the Contractor, and clause 4.4, 4.5 and 4.6 will apply.

4. Term and Termination

- 4.1 Subject to clauses 4.2 and 4.3, this Contract will commence on the Start Date and expire when:

- (a) the final report is completed and provided to the Ministry; and
 - (b) the Project is completed,
- to the satisfaction of the Ministry.

4.2 The Ministry may terminate this Contract at any time by giving at least 10 Working Days' notice to the Contractor.

4.3 The Ministry may terminate this Contract immediately by giving notice to the Contractor, if the Contractor:

- (a) is in breach of any of its obligations under this Contract and that breach is not capable of being remedied;
- (b) fails to remedy any breach of its obligations under this Contract within 5 Working Days of receipt of notice of the breach from the Ministry;
- (c) does or omits to do something, or any matter concerning the Contractor comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
- (d) has given or gives any information to the Ministry which is misleading or inaccurate in any material respect; or
- (e) becomes insolvent, bankrupt or subject to any form of insolvency action or administration.

4.4 Termination of this Contract is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.

4.5 On termination of this Contract, the Ministry may (without limiting any of its other rights or remedies):

- (a) require the Contractor to provide evidence of how the Funding has been spent; and/or
- (b) require the Contractor to refund to the Ministry:
 - (i) any of the Funding that has not been spent or committed by the Contractor. For the purposes of this clause, Funding is committed where it has been provided or promised to a third party for the purpose of carrying out the Project and the Contractor, after using reasonable endeavours, is unable to secure a refund or release from

that promise (as the case may be); or

(ii) the proportion of the Funding that equates to the uncompleted part of the Project, as reasonably determined by the Ministry; and/or

(c) if the Funding has been misused, or misappropriated, by the Contractor, require the Contractor to refund all Funding paid up to the date of termination, together with interest at the rate of 10% per annum from the date the Contractor was paid the money to the date the Contractor returns the money.

4.6 The provisions of this Contract relating to termination (clause 4), audit and record-keeping (clause 5.2 and clause 5.3), warranties (clause 6), intellectual property (clause 7), confidentiality (clause 8), and liability and insurance (clause 9) will continue after the expiry or termination of this Contract.

5. Reporting Requirements and Audit

5.1 The Contractor must report on the progress of the Project to the Ministry:

- (a) as set out in the Details;
- (b) as otherwise reasonably required by the Ministry; and
- (c) in any format and on any medium reasonably required by the Ministry.

5.2 The Contractor must:

- (a) maintain true and accurate records in connection with the use of the Funding and the carrying out of the Project sufficient to enable the Ministry to meet its obligations under the Public Finance Act 1989 and retain such records for at least 7 years after termination or expiry of this Contract;
- (b) allow the Ministry reasonable access to the Contractor's premises or other premises where the Project is being carried out.

5.3 There are no scheduled audits planned in respect of this Contract. However, the

Ministry may appoint an independent auditor to audit all records relevant to this Contract:

- (a) if the Ministry has cause to believe that the Contractor is in breach of its obligations under this Contract;
- (b) in order to satisfy its obligations as a Government funder; or
- (c) if directed to do so by the Minister responsible for the Vote (as defined in the Public Finance Act 1989) from which the Funding originates.

5.4 If the Ministry decides to conduct an audit under clause 5.3, the Contractor must:

- (a) give the Ministry or the independent auditor, as applicable, full access to their premises, Personnel, systems, information, data, accounts, documents and records relevant to this Contract;
- (b) assist the Ministry or the independent auditor, as applicable, in a timely manner with any audit conducted under clause 5.3 and ensure its Personnel and subcontractors and partner research organisations also assist the Ministry or independent auditor, including by making their relevant premises, personnel, systems, information, data, accounts, documents and records available if requested.

5.5 If an audit reveals any material non-compliance with this Contract, the Contractor will bear all of the Ministry's costs in carrying out that audit, in addition to any other rights and remedies the Ministry may have in respect of the non-compliance.

5.6 The Contractor grants to the Ministry a perpetual, non-exclusive, sub-licensable, transferable, fully paid and irrevocable

licence to use the reports provided under clauses 5.1 in whole or in part for any purpose in the Ministry's sole discretion which includes the right to use, store, copy, disseminate, or modify such reports.

6. Warranties

6.1 Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Contract which, when executed, will constitute binding obligations on it in accordance with this Contract's terms.

6.2 The Contractor warrants that:

- (a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency administration in relation to the Contractor;
- (b) all information provided by it to the Ministry in connection with this Contract was, at the time it was provided, true, complete and accurate in all material respects; and
- (c) it is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the Funding.

7. Intellectual Property

7.1 Unless otherwise specified in the Details, the Ministry agrees that all Intellectual Property Rights arising from this Project are the property of the Contractor, and will make no claim to ownership of any Intellectual Property Rights arising from this Project.

7.2 The Contractor must ensure that material created or developed in connection with the Project does not infringe the Intellectual Property Rights of any person.

8. Confidentiality

8.1 Except as required by law, and subject to clauses 8.3 to 8.5, each of the parties will keep Confidential Information of the other Party confidential and will not use, or allow the use of, the other party's Confidential Information other than for the purpose for which it was disclosed.

- 8.2 The Contractor recognises that from time to time the Ministry may proactively release information that is not Confidential Information relating to the Project.
- 8.3 Notwithstanding clause 8.1, the Ministry may disclose Confidential Information:
- (a) to a Minister;
 - (b) to any of the Ministry's advisors (including relevant third parties) or any other Government agency (including any Crown entity), provided that any person to whom Confidential Information is disclosed under this clause 8.3(b) is bound in writing by obligations no less onerous than those contained in this clause 8 prior to such disclosure;
 - (c) if required by the Official Information Act 1982 or any other statutory or evidentiary requirement; or
 - (d) where such information has become public other than through a breach of the obligations of confidentiality in this clause 8 by the Ministry or its employees or contractors, or was disclosed to the Ministry on a non-confidential basis by a third party.
- 8.4 The Contractor must obtain the Ministry's prior written agreement over the form and content of any public communications made by the Contractor relating to this Contract, the Funding, or the Project.
- 8.5 The Ministry may release any information in an aggregated form that does not specifically identify the Contractor.
- 8.6 The Ministry, as a public funder, has obligations to provide research, science and innovation sector data to NZRIS. The Contractor acknowledges this and must assist the Ministry to comply with these obligations.
- 8.7 The Ministry and the Contractor will work together in good faith to ensure the Contractor's Confidential Information (including any personal information) is not made public by NZRIS.

8.8 Clause 8.6 does not impose any obligation on the Contractor to provide any further information than is otherwise already required under the other terms of this Contract.

8.9 Notwithstanding anything else in this Agreement, the Ministry may release any information in an aggregated form that does not specifically identify the Contractor.

9. Liability and Insurance

9.1 The Ministry is not liable for any loss of profit, loss of revenue or other indirect, consequential or incidental loss or damage arising under or in connection with this Contract.

9.2 The maximum liability of the Ministry under or in connection with this Contract whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Contract if the Project had been carried out in accordance with this Contract.

9.3 The Contractor (including its employees, agents, and contractors, if any) is not an employee, agent or partner of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to meet any of the Contractor's obligations under the Health and Safety at Work Act 2015 or to pay to the Contractor:

- (a) holiday pay, sick pay or any other payment under the Holidays Act 2003; or
- (b) redundancy or any other form of severance pay; or
- (c) taxes or levies, including any levies under the Accident Compensation Act 2001.

9.4 If required by the Ministry, the Contractor must effect and maintain for the term of this Contract:

- (a) adequate insurance to cover standard commercial risks; and
- (b) other insurance reasonably required by the Ministry.

The Contractor must, upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

10. Dispute Resolution

- 10.1 The Parties will attempt to resolve any dispute or difference that may arise under or in connection with this Contract amicably and in good faith, referring the dispute to the Parties' senior managers for resolution if necessary.

11. Force Majeure

- 11.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract by reason of any cause or circumstance beyond the Party's reasonable control including, acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Contract ("Force Majeure Event"). The Party affected must:
- (a) notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
 - (b) use its best endeavours to overcome the Force Majeure Event; and
 - (c) continue to perform its obligations as far as practicable.

12. Health and Safety

- 12.1 The Contractor must promptly notify the Ministry of any notifiable events under the Health and Safety at Work Act 2015 that occur in the performance of the Contract or that have the potential to impact the performance of the Contract.
- 12.2 The Ministry may suspend this Contract by giving written notice to the Contractor if the Ministry has what it considers are material concerns about the Contractor's health and safety practices. Upon notice of the suspension, the

Contractor will have the opportunity to rectify the health and safety issue(s) specified in the notice to the satisfaction of the Ministry. If the health and safety issue(s) specified in the notice are not rectified to the satisfaction of the Ministry within 20 Working Days, the Ministry may terminate this Contract immediately under clause 4.3.

13. General

- 13.1 A waiver by either Party of any rights arising from any breach of any term of this Contract will not be a continuing waiver of any other rights arising from any other breaches of the same or other terms or conditions of this Contract. No failure or delay on the part of either Party in the exercise of any right or remedy in this Contract will operate as a waiver. No single or partial exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy.
- 13.2 Assignment:
- (a) The Contractor must not assign, delegate, subcontract or transfer any or all of its rights and obligations under this Contract without the prior written approval of the Ministry. The Contractor remains liable for performance of its obligations under this Contract despite any approved subcontracting or assignment. The Contractor must ensure that an appropriate written agreement is in place between the Contractor and any subcontractor that is consistent with the terms of this Contract in all material respects (including as to record keeping and audit, confidentiality and health and safety) and acknowledges the benefit to the Ministry for the purposes of the Contract and Commercial Law Act 2017.
 - (b) If the Contractor is a company, any transfer of shares, or other arrangement affecting the Contractor or its holding company which results in a change in the effective control of

the Contractor is deemed to be an assignment subject to clause 13.2(a).

- 13.3 This Contract may be varied only by agreement in writing signed by the Parties.
- 13.4 If any part or provision of this Contract is held to be invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Contract will be binding on the Parties.
- 13.5 Any notice to be given under this Contract must be in writing and hand delivered or sent by email or registered post to the Parties' respective email address, postal address as set out in the Details. A notice is deemed to be received:
- (a) if personally delivered when delivered; or
 - (b) if posted, three Working Days after the date of posting;
 - (c) if sent by email, at the time the email enters the Contractor's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error,

provided that any notice received after 5pm or on a day which is not a Working Day shall be deemed not to have been received until 9:00am the next Working Day.

- 13.6 This Contract sets out the entire agreement of the Parties and supersedes all prior agreements, discussions and arrangements between the Parties relating to the subject matter of this Contract.
- 13.7 This Contract may be signed in any number of counterparts (including emailed copies) and, provided that each Party has signed a counterpart, the counterparts (when taken together) will constitute a binding and enforceable agreement between the Parties.
- 13.8 Each Party consents to this Contract (or any counterpart of it) being executed by a Party by applying an electronic signature (as defined in section 209 of the Contract and Commercial Law Act 2017) (and, where witnessing of a signature is required, such signature being electronically witnessed), and being delivered in electronic form by means of an electronic communication, all in accordance with sections 222 to 227 of the Contract and Commercial Law Act 2017.
- 13.9 Where the Contractor has transmitted to the Ministry an electronic copy of this Contract (whether by email or otherwise) the Ministry is entitled to rely on the contents of that electronic copy as accurately reproducing the original and on that electronic copy (including the signatures) being authentic and complete.
- 13.10 This Contract will be governed by and construed in accordance with the laws of New Zealand.

APPENDIX 1 – POLICIES AND PRINCIPLES

In the following principles, “should” indicates a non-obligatory best practice.

INTELLECTUAL PROPERTY

1. The Contractor must ensure that all persons involved in the delivery of the Project are aware of, and comply with, the Contractor’s obligations under principles 2 to 5 of this Appendix 1.
2. The Contractor must use its best endeavours to maximise the benefits to New Zealand of each Project through its management of any Project Intellectual Property Rights.
3. The Contractor must, at the Start Date and at all times during the term of this Contract, have a set of Intellectual Property Policies and Principles in place in respect of this Contract.
4. The Contractor’s Intellectual Property Policies and Principles must:
 - (i) determine the ownership and/or any rights of assignment, if any, of Project Intellectual Property Rights and require all persons involved in the delivery of the Project to acknowledge the relevant ownership and rights associated with Project Intellectual Property;
 - (ii) ensure that all persons involved in the delivery of the Project are aware of the potential value of Project Intellectual Property Rights and of the options available to them to add value to those rights;
 - (iii) ensure that all persons involved in the delivery of the Project are aware of any actual or potential confidentiality issues relating to Project Intellectual Property Rights;
 - (iv) set out a review process to identify protectable and potentially valuable Project Intellectual Property Rights and associated commercial activities, and to prevent the infringement of existing protected Project Intellectual Property Rights and associated commercial activities;
 - (v) provide guidance on the prompt disclosure and resolution of potential conflicts of interest concerning the generation, ownership, management and use of Project Intellectual Property Rights, including guidance:
 - (a) regarding employees and contractors’ financial interests in external firms that contract with the Contractor, particularly where these involve research contracts and the exchange of Intellectual Property Rights;
 - (b) on the nature and terms of institutional support for any start-up companies incorporated as part of the Project; and
 - (c) for the shareholders of the Contractor, and its employees and contractors.
 - (vi) satisfy all legal and regulatory obligations and be promptly amended to ensure any relevant changes or additions to legal or regulatory obligations are satisfied; and

- (vii) define good scientific conduct, including sound record keeping and human and animal experimentation ethics.
- 5. The Intellectual Property Policies and Principles must ensure that cultural, Treaty of Waitangi and Māori rights and interests are properly understood and taken into consideration.
- 6. The Contractor should give preferential access to competent New Zealand-based firms to develop the Project Intellectual Property Rights. Where a Contractor believes that it is best to commercialise the Project Intellectual Property Rights outside of New Zealand, the Contractor should seek to retain ongoing research, science, and technology in New Zealand and reinvest any net income derived from the commercialisation of the Project Intellectual Property Rights in research, science, and technology in New Zealand.
- 7. The Contractor should, wherever possible:
 - (i) provide assistance to researchers in fulfilling Project Intellectual Property Rights obligations and responsibilities;
 - (ii) encourage participation by researchers in any subsequent commercialisation process of any Project Intellectual Property Rights; and
 - (iii) develop policies that incentivise staff and other stakeholders to generate benefits to New Zealand from the work.

DATA MANAGEMENT

- 8. The Contractor must, at the Start Date and at all times during the term of this Contract, have a data management plan in place in respect of this Contract. The data management plan must set out how the Contractor will manage, access, analyse, protect and share data held as a result of the Project via appropriate systems and tools to maximise the benefit of that data for New Zealand. It should ensure that the data management principles are properly taken into consideration.
- 9. The data management plan should set out which of the following policies are guiding the Contractor's data management approach:
 - (i) the New Zealand Government Open Access and Licensing Framework. This framework advocates the use of creative commons licenses;
 - (ii) the Ministry's Environmental Data Management Policy Statement. If the Contractor receives new funding for research that includes environmental science it must agree to license copyright works produced under a Creative Commons Attribution 3.0 New Zealand licence (CC-BY);
 - (iii) principles for safe and effective use of data and analytics when appropriate. These principles were developed by the Privacy Commissioner and Government Chief Data Steward and are designed to support safe and trusted use of data and analytics by New Zealand government agencies;

- i. the FAIR data principles for scientific data management and stewardship; Findable, Accessible, Interoperable and Reusable; and
- ii. any other policies relevant to the Project.

RISK MANAGEMENT

10. The Contractor must, at the Start Date and at all times during the term of this Contract, have a risk management plan in place in respect of this Contract. The risk management plan should set out how all actual and potential identified risks in relation to the Project will be mitigated and/or managed.
11. The risk management plan should consider risks associated with:
 - (i) delivery of excellent science;
 - (ii) availability of key personnel;
 - (iii) duplication of research, internationally and domestically;
 - (iv) collaborations, internationally and domestically;
 - (v) attraction or retention of required capability;
 - (vi) unintended or improper use of research technological application that is contrary to responsible and ethical scientific conduct; and
 - (vii) the misuse of the research to develop technology with dual use applications.
12. The Contractor must maintain a register that identifies actual and potential risks in relation to the Project, and how the risk was mitigated and/or managed. The register must be updated annually and at the time a risk or potential risk is identified. The Ministry may request a copy of the risk register at any time.
13. The Contractor must take steps to consider risks associated with sensitive technologies. Where such risks are identified, the Contractor must:
 - (i) assess the need or potential need to satisfy legal and regulatory obligations under New Zealand's export controls regime;
 - (ii) assess the need to limit access to sensitive technology that could be used in ways contrary to the responsible conduct of research and the principles of research integrity; and
 - (iii) notify the Ministry as soon as is practicable.

Horizon Europe Top-Up Scheme additional information - Catalyst Fund

Please provide the following information in relation to your organisation's role in the Horizon Europe project.

Section 1: Key Information

1.1 Research Keywords

Search for and select in the drop-down box in Pītau up to 15 key words (each between 3 and 55 characters in length) that describe the nature of your research.

Do not include phrases, acronyms, or abbreviations.

Enter your answers here...

1.2 Public Statement (300 words maximum)

Provide us with a public statement (using the introductory starting content below and expanding on it) about your organisation's role in the project ensuring any confidential information is not included. Your public statement should be understandable to the general public.

You may include publishable contact details. Do not include confidential information, references, hyperlinks, images, video, or audio files.

Your Public Statement will be published on our website and may be used in the public arena by us. By providing this statement you agree to its public release.

Public statement template starting text:

This funding was used to pay for overheads associated with a New Zealand organisation's participation in a Horizon Europe Pillar 2 project (insert the short title of your project). Further information about this Horizon Europe Pillar 2 project is here (insert link) or contact xwz@abc.com.

Enter your answer here...

Section 4: Classifications

Field of Research

Please identify the Field of Research codes relevant to your organisation's role in the Horizon Europe project according to the Australian and New Zealand Standard Research Classifications (ANZSRC). The Field of Research (FoR) codes can be found in Stats NZ's classification management system Aria [Field of Research 2020](#).

You can provide a **maximum of three** FoR codes to categorise the research and development activities associated with your application. The relative proportion of total expenditure attributed to each of these must total 100%. Please use as few codes as possible.

MBIE may contact you if:

- you have provided more than three codes, or
- we identify a potentially inaccurate coding.

Enter your answers here...

Code			
Percentage			

4.2 Socio-Economic Objective

Please identify the Socio-Economic Objectives relevant to your organisation's role in the Horizon Europe project according to the Australian and New Zealand Standard Research Classifications (ANZSRC). The Socio-Economic Objective (SEO) codes can be found in Stats NZ's classification management systems Aria [Socio-Economic Objective 2020](#).

You can provide a **maximum of three** SEO ANZSRC codes to categorise the research and development activities associated with *your organisation's role* in the project. The relative proportion of total expenditure attributed to each of these must total 100%. Please use as few codes as possible.

MBIE may contact you if:

- you have provided more than three codes, or
- we identify a potentially inaccurate coding.

Enter your answers here...

Code			
Percentage			

4.3 Mātauranga Māori

Please indicate what percentage the proposal makes to a significant contribution to Māori research and innovation (total must equal 100%).

Category	Percentage %
Not specifically relevant to Māori and not involving Māori	
Specifically relevant to Māori	
Research involving Māori	
Māori centred research	
Kaupapa Māori research	
Total	

4.4 Type of Research Activity

Provide information relating to the ANZSRC Type of Research Activity, including the relative proportion of total expenditure attributed to each type (adding up to 100%).

Research Type	Percentage %
Applied research	
Experimental development	
Not relevant to a Research Type	
Pure basic research	
Strategic basic research	
Total	

4.5 Gene Technologies of Special Interest

Identify any gene technologies of special interest relevant to your research project.

If you select "yes" you will need to answer all questions regarding the type of gene technologies (one of these must also be "yes").

If you select "no" complete all questions regarding other technologies of special interest.

Does the research involve use of gene technologies?

Yes/No

Does the research involve changing DNA sequences by inserting foreign DNA?

Yes/No

Does the research involve changing DNA sequences without inserting foreign DNA?

Yes/No

**Does the research involve using gene technologies to regulate gene functioning by other means?
For example, RNAi.**

Yes/No

Does the research involve making synthetic organisms?

Yes/No

Are you planning to develop a product intended for release into the environment?

Yes/No

Another use of gene technology not described above?

Yes/No

4.6 Other Technologies of Special Interest

Identify any other technologies of special interest relevant to your research project. Complete all questions.

Live animal testing

Yes/No

Working with children or vulnerable adults

Yes/No

Developing algorithms which predict human behaviour or automate decision-making impacting humans for example, Artificial Intelligence

Yes/No

Human data mining

Yes/No

Industrial fermentation

Yes/No

Nanotechnology

Yes/No

Xenotransplantation

Yes/No

Technologies that could have military or security applications

Yes/No

SAMPLE