

## GRANT TERMS

### A. Your Obligations

1. The Grant is to be used solely for the Work specified in the letter of confirmation.

#### **Workplan and Schedule of Payments**

2. Before proceeding with the Work, you are required to submit and have approved your proposed schedule of Grant payments, linked to a workplan.
  - a. This workplan should detail:
    - the stages of the project based on your grant Application;
    - the proposed dates by which completion of each stage is due;
    - the proposed schedule of reports on progress, and
    - the expenditure likely to be incurred at the end of each stage.
  - b. The payments schedule should:
    - be based on the timetable set out in your grant Application. If that timetable is no longer accurate, you are required to submit a revised version;
    - set out reasonable installments that reflect the costs of the stages of your workplan and are linked to stage completion; and
    - reflect the fact that payments are only made after the expense has been incurred,  
(together the 'Workplan').
3. Once agreed between the parties, the Workplan (as varied from time to time by written agreement) will attach to and form part of this agreement.

#### **Progress Reports**

4. You agree to give the Foundation progress reports in relation to the Work in accordance with the timetable for the stages of your project as specified in the Workplan.
5. You will provide the Foundation with information in relation to the application of the Grant and the progress with respect to the Work as reasonably required, including as specified in the Workplan. As a minimum you will provide the Foundation with reports at least three weeks prior to the quarterly Foundation board meetings.
6. As a guide, the dates for submission of these quarterly reports are 1 March, 10 May, 10 August and 10 November. Any change to these dates will be advised to you.

#### **Completion**

7. You agree to undertake and complete the Work within the Term in accordance with the Grant Terms and any further terms specified in the letter of confirmation.

## **B. Payment of Grant**

8. The Grant will be paid in arrears in progress payments as specified and agreed in the Workplan.
9. The Grant will be paid by cheque or direct credit to your nominated bank account.
10. The Foundation may suspend payment of the Grant or any progress payment at any time pending the achievement of an agreed milestone or receipt of any report in accordance with the Workplan.
11. Where payment has been made based on your estimate of expenses:
  - a. you will hold any unspent balance of the Grant as trustee on our behalf and will repay the balance to us within 10 days of the calculation of your actual total expenses (such calculation to be undertaken as soon as reasonably practicable); and
  - b. you will give us copies of all receipts for expenses paid (e.g. printing costs, subscriptions, conference fees, equipment hire etc).
12. Claims for reimbursement must be submitted quarterly, with a final claim to be submitted within six months of calculation of final expenses.
13. If the Grant has not been paid to you in full at the expiry of the Term, any balance remaining to be paid shall be forfeited unless the Foundation agrees in writing to extend the Term.
14. In the event of termination of the Grant in accordance with clause 25 the Foundation is not required to make any further payment of the Grant and in the event that any payment or part payment has already been made the Foundation may at its sole discretion require immediate refund of some or all of the Grant funding.

## **C. Intellectual Property in the Materials**

15. Unless expressly agreed otherwise, the Foundation acknowledges that it is not the owner of the Intellectual Property in the Materials produced by you.
16. You agree to give the Foundation copies of the completed Materials for our records within one month of the completion of such Materials. Additional copies may be requested for our Board.
17. You acknowledge that the Foundation in consultation with you may make and distribute copies of the Materials.

#### **D. Acknowledgement of the Foundation's Contribution to the Work**

18. You will tell the Foundation how you propose to acknowledge its support and settle the final means and form of acknowledgement in consultation with the Foundation, which in any case will be in accordance with this part D of the Grant terms.
19. In any published Materials you will acknowledge the financial assistance of the Foundation by a written acknowledgement in a form to be approved by us.
20. In the event that the letter of confirmation does not establish any contrary requirements, we require the Foundation logo on the spine and front (or back) cover and internal title page of any published Materials, together with the words, "published with the assistance of the New Zealand Law Foundation" or similar wording approved by the Foundation, with the nature of the contribution more fully described in the foreword. You will need to ensure you have your publisher's acceptance and understanding of this requirement.
21. You will ensure that in your contacts with the media relating to the Work, reference is made to Foundation support.
22. You will comply (at no cost to the Foundation) with reasonable requests from the Foundation to participate in media interviews or marketing promotional events that will promote dissemination of the outcomes of the Work or distribution of the Materials, or for the purpose of promoting the Foundation's objectives and to acknowledge our contribution to the Work.
23. You agree that the Foundation may attend any marketing promotional events, or other activities associated with the Work for the purpose of promoting the Foundation's objectives and to acknowledge our contribution to the Work. You will display our marketing materials, such as a Foundation banner, at these events when requested by us.
24. You acknowledge that details of the Grant (including identification of you as the recipient) may be published on the Foundation's website and/or in other marketing materials.

#### **E. Termination**

25. The Foundation may terminate this agreement and/or cease payment of the Grant immediately by notice in writing if:
  - a. you use the Grant money for any purpose other than that specified in the letter of confirmation; or
  - b. the Work is undertaken in a manner which is unacceptable, or if the quality of the Work is unacceptable or the Work is not in accordance with the Application or the Workplan, in each case as determined by the Foundation in its sole discretion; or

- c. you breach any of the terms of this agreement and you fail to remedy such breach within 14 days of notification of breach by the Foundation; or
- d. you do not commence the Work, or if you fail to maintain the Work for any period of more than six months; or
- e. you give or have given the Foundation any information, or make or have made any representation or statement to the Foundation which is misleading or inaccurate or deemed to be misleading or inaccurate in any material respect; or
- f. you become or are deemed to be insolvent, liquidated or bankrupt; or
- g. you go into receivership or have a receiver, trustee and/or manager (including a statutory manager) appointed in respect of all or any of your property.

## **F. Final Report and Evaluation**

26. At the conclusion of the Work you must provide a written report to the Foundation. The final report will
- Summarise the Work;
  - Identify the outcome of the Work;
  - Describe the extent to which the outcome reflects the initial aims of the Work;
  - Identify the extent of distribution of the Materials; and
  - Identify the actual and anticipated impact of the Work.

This final report will be taken into account by the Foundation when considering future grant applications from you. If requested to do so by us, you will complete an evaluation form to assist us to determine the impact of our funding activities.

## **G. General Terms**

27. If there is any conflict between these Grant Terms and the letter of confirmation, the letter of confirmation will prevail.
28. The Foundation reserves the right to vary these Grant Terms and any terms and conditions in the letter of confirmation by notifying you in writing.
29. If at any stage you wish to vary the structure, budget, timetable or any other aspect of the Work, you must discuss this with the Foundation Executive Director and have any changes approved before proceeding.
30. The Foundation is not registered for GST. For the purposes of the GST Act, the Grant can be treated as an "unconditional gift" and as such there is no provision for a GST component and the Grant will be paid net of GST. The Foundation does not require an invoice to accompany any request for payment.
31. The Foundation reserves the right to audit the project at any time during the course of the Work.

## Definitions

For the purposes of this agreement the words shall have the following meaning:

<b>Word</b>	<b>Meaning</b>
<b>Application</b>	the written application for the Grant as submitted by you to the Foundation.
<b>Foundation</b>	the New Zealand Law Foundation, also called, "we", "us" and "our".
<b>Grant</b>	the sum specified in the letter of confirmation as being payable to you.
<b>Intellectual Property</b>	all ideas, processes, systems, methods, discoveries, innovations, inventions, plans, drawings, original works of authorship, copyright works or information capable of ownership or protection at law.
<b>Materials</b>	all materials written or otherwise which are a direct outcome of the Grant.
<b>Term</b>	Two years from the date of the letter of confirmation unless extended in writing by the Foundation or varied in the letter of confirmation.
<b>Work</b>	the purpose specified in the letter of confirmation and includes conference funding, seminars, presentation of seminars, undertaking of research and publication of all materials which contain the results of such research.
<b>You</b>	the recipient of the Grant as identified in the letter of confirmation, also called "I", "you" and "your".

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I have read the Letter of Confirmation and the attached Grant Terms. I accept your offer of a Law Foundation Grant on these conditions and agree to comply with them.

Signed: \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Date: \_\_\_\_\_