CONTRACT FOR RESEARCH FUNDING: HEALTH RESEARCH COUNCIL OF NEW ZEALAND

CONTENTS

1. PARTIES

1.1 **Health Research Council of New Zealand** established pursuant to the Health Research Council Act 1990 as amended by the Health Research Council Amendment Act 1991.

1.2 **Research Provider** named in Part 1 of the First Schedule.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Contract unless the context requires otherwise:

"Business Day"	means any day of the week other than Saturday, Sunday or public or anniversary holiday in Auckland, New Zealand. The Business Day shall be deemed to commence at 8.30 am and end at 5 pm.
"Completion Date"	means the completion date detailed in the Third Schedule, or such other date as the Research Provider and HRC agree in writing.
"Contract"	means this contract including all schedules.
"Dispute Notice"	means a notice given in accordance with clause 14.2.
"First Named Investigator"	means the lead investigator who as at the date of this Contract is the person listed as First Named Investigator in the Third Schedule.
"Force Majeure"	means Acts of God, natural calamities, 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.
"FTE"	means the equivalent of a full-time employee working a 40-hour week.
"FTE%"	means the time spent or to be spent by a person on the Research Activity expressed as a percentage of the time a FTE would spend.
"Funding"	means the maximum amount (exclusive of GST) that HRC has contributed or agreed to contribute towards the Research Activity (plus any other tax) as set out in the Third Schedule which may include: (a) monthly payments; and (b) reimbursement of third party expenses that HRC has agreed to meet. "Fund" shall have a corresponding meaning.

“GST”	means Goods and Services Tax payable pursuant to the GST Act.
“GST Act”	means the Goods and Services Tax Act 1985.
"HRC"	means the body corporate called the Health Research Council of New Zealand as defined in the Health Research Council Act 1990 and will for the purposes of this Contract include the Council (as that term is defined in the Health Research Council Act 1990) and staff of HRC and any other agents authorized in writing by HRC.
"Intellectual Property Rights"	means all rights in patents (registered or unregistered), registered designs, trademarks, applications and rights to apply for any of the foregoing; copyright and unregistered designs, rights in software, rights in databases and multimedia applications; rights in the layout of integrated circuits, trade names, logos and other unregistered trademarks; rights in inventions, know-how, confidential information, trade secrets and technical information, whether physically recorded or not; all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
"Investigator"	means each investigator named in the Proposal (including without limitation the First Named Investigator), and any subsequent person who becomes an investigator during the term of this Contract. “Investigators” shall have a corresponding meaning.
"Key Person"	means the Investigators and any other person who is required to ensure the successful conduct of the research, including those persons listed in the Third Schedule under the heading "Key Person". “Key Persons” shall have a corresponding meaning.
“National Science Challenges”	means the National Science Challenges funded by the Ministry of Business, Innovation and Employment.
“New IP”	means all Intellectual Property Rights discovered, invented, created or developed during the course of, or in association with, the Research Activity and/or the Research Material.
NRIS	means the national information hub relating to research, science and innovation which at the date of this Agreement is called the National Research Information System, and including any system which replaces it.
“Objectives”	means the research objectives and milestones set out in the Fourth Schedule.

"OIA"	means the Official Information Act 1992.
"Post Completion Reports"	means the reports the Research Provider provides to HRC following completion of the Research Activity in accordance with the Second Schedule.
"Proposal"	means the Research Provider's research proposal to HRC for the Funding.
"Research Material"	means documents, records, software, information, data and other materials or work product in any tangible form created or developed during the course of, or in association with, the Research Activity.
"Research Activity"	means the proposed research programme for which the Research Provider has sought Funding from HRC in its application and which is identified in the Third Schedule and approved by HRC.
"Research Provider"	means the party named as Research Provider in Part 1 of the First Schedule. Where more than one Research Provider is named the term applies to those parties jointly and severally.
"Reporting Dates"	means the dates referred to in the Third Schedule.
"Rules"	means HRC policies and rules, as amended and revised from time to time, relating to the use of HRC Funding as set out on HRC's website.
"Starting Date"	means the starting date detailed in the Third Schedule or such other date as the Research Provider and HRC agree in writing.
"Variation Schedule"	means a schedule so named and signed by the parties recording in writing any variation to the terms and conditions of this Contract, which Variation Schedule will amend and form part of this Contract.

2.2 **Headings:** clause and other headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Contract.

2.3 **Plural and Singular:** words importing the singular number include the plural and vice versa.

2.4 **Parties:** references to parties are references to parties to this Contract. References to more than one party is to all or any of those parties. Where a party includes more than one person, the covenants, agreements and warranties on the part of that party shall be deemed to be joint and several.

2.5 **Clauses and Schedules:** references to clauses and schedules are references to clauses of and schedules to this Contract. Each schedule forms part of this Contract.

2.6 **Precedence:** where there is an inconsistency between the terms and provisions set out in:

2.6.1 the main body of this Contract and the terms and provisions set out in the schedules, the terms and provisions set out in the schedules will prevail; and/or

2.6.2 the main body of this Contract and the terms and provisions set out in the Rules, the terms and provisions set out in the main body of this Contract will prevail.

2.7 **Defined Expressions:** expressions defined in the main body of this Contract have the defined meaning in the whole of this Contract.

2.8 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

2.9 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organizations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality.

2.10 **Assigns**: References to any party to this Contract shall include that party's executors, administrators, successors and/or permitted assigns (as the case may be).

2.11 **Gender:** Words denoting one gender shall include all genders.

2.12 **Statutes and Regulations:** references to a statute include references to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulations whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to or incorporating any of its provisions.

3. TERM

3.1 This Contract shall commence on the date this Contract is signed by both parties and remain in force until the Research Activity has been fully completed (including the requirement for post completion reporting) unless terminated earlier in accordance with clause 10.

4. RESEARCH PROVIDER'S OBLIGATIONS AND REPRESENTATIONS

4.1 The Research Provider represents and undertakes to HRC that:

4.1.1 it has full power and authority to enter into this Contract; and

4.1.2 it will, as a material term of this Contract, comply with all obligations set out in the Second Schedule and the Fifth Schedule and it has and will comply at all times with the Rules (except to the extent of any inconsistency with the terms of this Contract, in which case this Contract will prevail).

5. COSTS OF RESEARCH ACTIVITY

5.1 The Research Provider shall promptly pay and discharge all costs incurred in the Research Activity.

5.2 The Research Provider acknowledges that the Funding is the maximum amount that HRC will contribute to the costs of the Research Activity and that HRC will not under any circumstances fund any shortfall between the amount of the Funding and the actual costs of the Research Activity.

6. PAYMENT OF FUNDING

6.1 Subject to clauses 6.4 and 10, HRC will:

6.1.1 fund the Research Provider for the services and outputs defined in the Objectives and the Research Activity to the maximum amount set out in the Third Schedule;

6.1.2 issue appropriate buyer-created GST invoices and pay the amount it has agreed to Fund by direct credit to the Research Provider's nominated bank account on the 20th of each month during the term of the Research Activity by monthly instalments as specified in the table of payments set out in the Third Schedule; and

6.1.3 pay any third-party expenses actually incurred by the Research Provider which it has agreed in the Third Schedule to pay, by direct credit to the Research Provider's nominated bank account within 5 Business Days of receipt by HRC of a claim for reimbursement with supporting GST invoices.

6.2 The Research Provider confirms:

6.2.1 it is GST-registered pursuant to the GST Act, its GST number is as stated in Part 9 of the First Schedule, and it will immediately notify HRC of any change to its registration status;

6.2.2 that, pursuant to the buyer-created tax invoice rules and specifically section 24(2)(b) of the GST Act, it will not issue a tax invoice, credit note or debit note in respect of the funding payments provided for by this Contract; and

6.2.3 it will retain a copy of the buyer-created tax invoices for its own records.

6.3 Notwithstanding the provisions of clause 6.1 HRC shall be entitled to retain an amount equivalent to one month's funding for each year of the term of the Contract from the Funding which HRC will pay to the Research Provider within 1 month of HRC confirming it is satisfied with the Post Completion Reports.

6.4 HRC may withhold, vary or suspend any payment where it reasonably believes, after discussion between the parties, that the Research Provider has not complied with any of its obligations under this Contract.

7. REPAYMENT OF UNSPENT FUNDING

7.1 If the Post Completion Report discloses, or HRC discovers, that the actual expenditure by the Research Provider on the Research Activity is more than $10,000 less than the Funding that has been paid by HRC, the Research Provider shall refund an amount equivalent to the underspend to HRC as soon as possible after completion or termination, but in no event later than 3 months from the termination or Completion Date.

8. INTELLECTUAL PROPERTY

8.1 The provisions of the Fifth Schedule shall apply to all Intellectual Property Rights including, without limitation, New IP.

9. VARIATIONS

9.1 If the Objectives cannot be achieved in the manner contemplated by the Research Activity, or any of the terms of the Research Activity otherwise require revision, including without limitation an extension of the Completion Date, the Research Provider shall immediately notify HRC in writing.

9.2 Following notification under clause 9.1 the parties shall seek to agree revised Objectives or revision to the terms of the Research Activity and any consequent variation in the monthly instalments. For the avoidance of doubt there will be no increase in the Funding.

9.3 If the parties are able to agree revised Objectives or revision to the terms of the Research Activity the variations shall be recorded in a Variation Schedule, which shall then form part of this Contract.

9.4 If, within 15 Business Days of the notification under clause 9.1, the parties have been unable to agree on the terms of a variation, HRC may give immediate notice terminating the Contract.

9.5 If the Research Provider fails to give notice under clause 9.1 within 10 Business Days of becoming aware of any matter giving rise to a requirement for change, HRC shall be under no obligation to meet or agree to revise the Objectives and shall be entitled to terminate this Contract immediately.

9.6 Until such time as a Variation Schedule has been agreed, HRC is entitled to withhold further payments of Funding for the Research Activity.

9.7 If an Investigator ceases to be engaged by the Research Provider and/or transfers to another New Zealand based institution the parties will explore the possibility of retaining the involvement of the Investigator in the Research Activity by way of the Research Provider subcontracting the Investigator's services.

10. TERMINATION

10.1 HRC may immediately terminate this Contract by written notice to the Research Provider if:

10.1.1 the Research Provider breaches any term or condition of this Contract (and where that breach is capable of being remedied, fails to remedy that breach within 10 Business Days of receipt of notice from HRC detailing the breach and requiring the Research Provider to remedy the breach); or

10.1.2 an Investigator commits any fraudulent act (whether or not that fraudulent act relates to the Research Activity); or

10.1.3 an Investigator misleads HRC (whether by action or omission); or

10.1.4 the Research Provider is, in HRC's opinion, breaching its obligations under the Health and Safety in Employment Act 1992 and the Health and Safety at Work

Act 2015 or the Research Provider is not acting in a manner which HRC deems fit in respect of the Research Provider's health and safety obligations; or

10.1.5 the Research Provider or an Investigator does any act that in HRC's opinion brings HRC into disrepute; or

10.1.6 a receiver is appointed in respect of the Research Provider or a resolution passed or order made for the winding up of the Research Provider, or the Research Provider makes or attempts to make a compromise with its creditors or the Research Provider becomes insolvent, or comes under any form of external administration; or

10.1.7 there is a change in effective control of the Research Provider (or any Research Provider where there are multiple Research Providers) without HRC's prior written consent (which can be withheld at its absolute discretion); or

10.1.8 any information provided in the Proposal or subsequent correspondence from the Research Provider to HRC, or provided by the Research Provider in the course of the Contract, is found to be misleading or inaccurate in any material respect; or

10.1.9 the parties have been unable to agree a Variation Schedule in accordance with clause 9; or

10.1.10 the Research Provider fails to give notice as required by clause 9.1; or

10.1.11 an event of Force Majeure continues for a period of 6 consecutive months; or

10.1.12 HRC's available funding is reduced or stopped or frozen for any reason so that HRC is unable to meet its obligations to the Research Provider or to any other person; or

10.1.13 HRC is dissatisfied with the conduct or quality of any part of the Research Activity for any reason and the Research Provider has failed to remedy this to HRC's satisfaction within 10 Business Days of HRC giving written notice to the Research Provider setting out details of the matters they are dissatisfied with and requiring them to be remedied; or

10.1.14 there is a change in law or government policy which makes it illegal for HRC to comply with its obligations under this Contract.

10.2 The Research Provider may immediately terminate this Contract by written notice to HRC at any time if the Research Provider believes, in its opinion, that it is not possible, practical or ethical for the Research Provider to continue.

11. CONSEQUENCES OF TERMINATION

11.1 On termination, no further Funding shall be paid to the Research Provider and HRC may require, and the Research Provider shall, if required:

11.1.1 provide HRC with a full written report detailing how the Funding has been spent and refund to HRC an amount equivalent to the amount of any Funding which has not been spent or in respect of which contractual liabilities have not been incurred by the Research Provider at the date of termination except where such termination occurs as a result of the events referred to in Clauses 10.1.10 and 10.1.11; and/or

11.1.2 transfer the Research Activity and an amount equivalent to the unspent balance of Funding to another person nominated by HRC upon such terms as HRC directs in writing; and/or

11.1.3 provide the Post Completion Reports in the form required by HRC within 3 months of termination; and/or

11.1.4 deliver to HRC all records, notes, books, methodology, research materials, equipment, intellectual property and other documentation associated with the Research Activity including those in digital format.

11.2 For the avoidance of doubt, on termination the Research Provider shall, and shall continue to, comply with its obligations under the Fifth Schedule.

11.3 If the Research Provider fails to comply with its obligations on termination and HRC is required to take action to enforce the Research Provider's obligations, the Research Provider shall reimburse HRC's costs of enforcement (including without limitation solicitor client costs on a full indemnity basis) within 10 Business Days of demand for payment.

11.4 The Research Provider must comply with its obligations under clause 11 within 10 Business Days of receipt of notice from HRC.

12. NOTICES

12.1 Unless HRC otherwise directs:

12.1.1 Notices and notification given to HRC are to be in writing, delivered to the Health Research Council of New Zealand at Third Floor, 110 Stanley Street, Auckland or sent by ordinary pre-paid post, fast post or courier, addressed to the Chief Executive of the Health Research Council of New Zealand, PO Box 5541, Wellesley Street, Auckland or sent by email to info@hrc.govt.nz, and addressed to the Chief Executive of the Health Research Council of New Zealand;

12.1.2 Notices and notifications given by HRC to the Research Provider will be delivered or sent in the same manner, but addressed as shown in Part 6 of the First Schedule (Research Provider's Address for Notices);

12.1.3 Notices and notifications if sent by post will be deemed to be received not later than 9:00 am on the fifth Business Day following posting; if delivered, faxed or emailed during a Business Day when received and if delivered, faxed or emailed after the close of a Business Day will be deemed to be received not later than 9:00 am on the Business Day following dispatch or transmission.

13. CONFIDENTIALITY

13.1 The Research Provider will:

13.1.1 use any information supplied by HRC solely for the purposes of the Research Activity; and

13.1.2 keep all information supplied by HRC confidential and not disclose the same to any third party, except with the prior written consent of HRC and subject to

equivalent obligations of confidence (enforceable by HRC) to those contained in this clause 13.

13.2 The provisions of clause 13.1 will not apply in respect of material or information which is generally available to the public at the date of this Contract, or which becomes generally available to the public after the date of this Contract through no fault of the Research Provider.

13.3 Subject to clauses 13.4 and 13 5 HRC may make publicly available all information regarding the Research Activity disclosed to it pursuant to the terms of this Contract with the exception of information marked "confidential" by the Research Provider. Subject to clause 13.4 HRC will not disclose information marked as confidential unless the Research Provider has agreed in writing or the disclosure is required by law. Where the Research Provider has marked such information “confidential” the Research Provider will supply a written statement setting out the grounds on which the Research Provider believes such information should remain confidential.

13.4 The Research Provider authorises HRC to disclose and consents to HRC disclosing to the NRIS all information regarding the Research Activity disclosed to it pursuant to the terms of this Contract (including without limitation any information marked “confidential”).

13.5 All information received by HRC in relation to this Contract will upon such receipt, become official information in terms of the OIA and requests for such information must be dealt with in accordance with the OIA, subject to the following:

13.5.1 Where the Research Provider is subject to the OIA:

(a) HRC will transfer to the Research Provider pursuant to Section 14 of the OIA (transfer of requests) any information request that HRC receives under the Act relating to information provided to HRC by the Research Provider;

(b) the Research Provider will be required to deal with that request promptly in accordance with the OIA;

(c) where any such information request under the OIA has been transferred to the Research Provider, the Research Provider will not transfer that official information request back to HRC; and

(d) the Research Provider will not disclose any information under the request until it has advised HRC of the information it is intending to disclose and confirmed with HRC that it has no objection to the disclosure;

(e) where HRC wishes to object to the disclosure, it shall notify the Research Provider of the objection in writing and the Research Provider shall follow HRC’s instructions in relation to that objection, provided that any costs relating to the objection shall be payable by HRC.

13.5.2 Where the Research Provider is not subject to the OIA:

(a) if HRC proposes to withhold any official information which it holds concerning or relating in any way to the Research Provider, including the Proposal and/or this Contract in response to a request under the OIA it will give the Research Provider notice in writing of this and the Research Provider will upon request, assist HRC at HRC’s expense in

any proceedings contesting whether or not good reason exists for withholding the official information;

(b) HRC may release any information HRC holds regarding the Research Provider, the Proposal and this Contract if HRC is satisfied that such information should not be withheld in terms of the OIA; and

(c) Neither party will be liable to the other for any losses, costs, expenses, claims, damages, proceedings suffered or incurred by the other party in any way due to the release of information by HRC as a result of a request made pursuant to the OIA.

14. DISPUTE RESOLUTION

14.1 Any dispute arising between the parties about:

14.1.1 the interpretation of this Contract; or

14.1.2 anything contained in or arising out of this Contract;

must be dealt with in accordance with this clause.

14.2 The party claiming the dispute must give notice to the other party setting out full details of the dispute. The parties shall meet within 10 Business Days of receipt of the Dispute Notice to seek to reach an agreement on the matter in dispute. Each party must appoint a representative to attend that meeting who has full power and authority to settle the dispute.

14.3 If the parties are unable to reach a settlement of the dispute within 10 Business Days of the date of the meeting under clause 14.2, 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 Business 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.

14.4 If the parties are unable to reach a settlement of the dispute within 10 Business Days of the date of the mediation under clause 14.3, then either party may refer the dispute to be determined by way of arbitration to be held in Auckland, New Zealand under the Arbitration Act 1996 by a single arbitrator.

14.5 If the parties are unable to agree on the arbitrator within 10 Business Days of reference to arbitration 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 arbitrator.

14.6 For the avoidance of doubt HRC may exercise any of the discretionary powers provided in this Contract notwithstanding that the decision relates to a dispute which has or may in the future be referred to mediation or arbitration in accordance with this clause 14.

15. AUDIT

15.1 The Research Provider grants HRC, its employees and agents the right, at all reasonable times, to enter onto the Research Provider's premises for the purpose of inspecting and auditing the books and records of the Research Provider as they relate to the Research Activity to confirm compliance with the terms of this Contract; and

15.2 The Research Provider shall provide HRC and/or its authorised agents with its books and records, Research Material and any other information reasonably requested by HRC within 10 Business Days of receipt of a request from HRC to enable HRC to conduct its audit.

16. INDEMNITY

16.1 Subject to clause 16.2, the Research Provider indemnifies HRC, and will keep HRC indemnified, from any claims, demands, costs, actions or proceedings of any nature which may arise at any time from the Research Activity, or carrying out of the research, or from the results or products of the Research Activity, or any claim that any New IP or its use infringes the Intellectual Property Rights of any third party, or on account of death or injuries to persons or property or arise in any manner from anything done or omitted to be done under this Contract.

16.2 Nothing in clause 16.1 shall apply to any Research Provider which is a Crown Entity as defined in the Crown Entities Act 2004.

17. GENERAL

17.1 Clauses 7 (repayment of unspent funding), 8 (intellectual property), 11 (consequences of termination), 13 (confidentiality), and 14 (dispute resolution) and the Research Providers obligations set out in the Fifth Schedule survive expiry or termination of this Contract.

17.2 Notwithstanding any of the provisions of this Contract neither party will be liable for any delay or default due to Force Majeure.

17.3 If any amount due to be paid by the Research Provider to HRC under this Contract is not paid by the due date interest shall accrue on that amount at 5% above HRC's bank's home loan floating interest rate from the due date for payment until payment is received in full.

17.4 The Research Provider shall pay to HRC, upon demand by HRC, all costs and expenses on a full indemnity basis (including but not limited to costs as between solicitor and own client) incurred by HRC in connection with enforcement or preservation of, or the attempted enforcement or preservation of any rights under this Contract, or suing for or recovering any sum due from the Research Provider under this Contract.

17.5 HRC does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy shall be in writing and signed by HRC.

17.6 This Contract is personal to the Research Provider and may not be transferred or assigned, or any sub-contract granted (other than those in the Proposal which have been approved by HRC), without HRC's prior written consent (which HRC may withhold at its absolute discretion with the requirement to provide reasons). Any change in the effective control of the Research Provider will be deemed a transfer or assignment (as appropriate) requiring HRC's prior written consent.

17.7 The Research Provider is responsible and liable for the acts, omissions and services of any sub-Research Provider as if those acts, omissions and services where provided by the Research Provider.

17.8 This Contract represents the entire agreement between the parties. No modification of this Contract will be effective unless in writing and signed by the parties.

17.9 Each party will execute such further documents and do such further acts within its power as may be reasonably necessary to give effect to the terms and intentions of this Contract.

17.10 Nothing in this Contract 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.

17.11 The Research Provider is independent of HRC, is not an employee of HRC and its relationship is only that of a Funder and a Recipient of funding on the terms and conditions set out in this Contract.

17.12 If any provision of this Contract is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.13 The rights, powers and remedies provided in this Contract are cumulative and not exclusive of any rights, powers or remedies provided by law.

17.14 This Contract may not be amended, modified or supplemented except by a written agreement of the parties.

17.15 Nothing in this Contract shall be binding upon any party until this Contract has been executed by all parties.

17.16 This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy of this Contract, or pdf attached to an email, showing a representation of the signature of any party shall be deemed to be an original counterpart.

17.17 This Contract shall be governed by and construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand Courts.

EXECUTED as an Agreement

SIGNATURES

Date: _____

Signed by: _____ *Signature*

being a person with the authority of the Research Provider, to enter obligations, who confirms that he/she has read and understood the terms of this Contract and the Rules

Print full name and title of signatory

In the presence of: _____

Witness signature

Witness full name: _____

Witness occupation: _____

Witness address: _____

_____

Signed by: _____ *First Named Investigator Signature*

being the First Named Investigator, who confirms that he/she has read and understood the terms of this Contract and the Rules

Print full name and title of First Named Investigator Signatory

Date: _____

Signed by: _____ *Signature*

being a person with the authority of the Health Research Council of New Zealand, to enter obligations on its behalf

Print full name and title of signatory

In the presence of: _____

Witness signature

Witness full name: _____

Witness occupation: _____

Witness address: _____

_____

FIRST SCHEDULE
RESEARCH PROVIDER DETAILS

Part 1	Name of Research Provider	
Part 2	Physical Address	
Part 3	Postal Address	
Part 4	Phone number	
Part 5	Fax number	
Part 6	Address for notices	Physical: Postal: Email:
Part 7	Nominated bank account	
Part 8	Special Conditions	
Part 9	GST Number	

SECOND SCHEDULE
RESEARCH PROVIDER'S OBLIGATIONS

The Research Provider will:

Quality and Deliverables

1. Commence the Research Activity by the Starting Date.

2. Carry out the Research Activity in an ethical, responsible, diligent and competent manner using the Research Provider's best endeavours to achieve the Objectives by the Completion Date.

3. Ensure the conduct and quality of the research is to the high standard expected of a leading institution in New Zealand and meets all rules and regulations relating to the particular research.

Personnel

4. Prior to the Starting Date procure the support and agreement of:

    4.1 all necessary heads of department to:

        4.1.1 carry out the Research Activity within his or her department;

        4.1.2 provide workload relief for research staff working on the Research Activity;

        4.1.3 provide confidential assessment of the research during the term of the Contract; and

    4.2 each Investigator to the FTE% contribution stated in the Third Schedule, and provide evidence of these agreements to HRC upon request.

5. Employ sufficient qualified and experienced staff to complete the Research Activity.

6. Make available to HRC staff professional input for reviewing and/or assessing applications made to HRC for funding in the Research Provider's area of expertise as and when required by HRC.

7. Ensure that all persons engaged in the Research Activity are bound by terms which comply with the obligations under this Contract including amongst other things the provisions relating to Intellectual Property Rights, Confidential Information and including the ability for HRC to publish specified personal information in relation to the person for statutory and publicity purposes.

8. Ensure the Investigators level of active involvement in the Research Activity is not less than the FTE% specified for the Investigator in the Third Schedule and is in accordance with the representations set out in the Research Activity.

9. Ensure that funding for each Investigator from all sources will not exceed that for a FTE.

10. Procure that any sub-Research Provider complies with the terms of this Contract as if it were a party to it.

Resources

11. Make available all basic facilities, including accommodation, necessary for carrying out and completing the Research Activity.

12. Ensure, to the best of its knowledge, that it has rights to use any Intellectual Property Rights owned by any third parties which are necessary for completion of the Research Activity.

13. Identify and obtain all consents necessary to carry out the Research Activity (including but not limited to all biosafety, regulatory, human and animal ethical consents) at or prior to the time the consent is necessary.

14. Ensure that the research is, or will be approved, where necessary, by the appropriate institutional biosafety committee and/or other regulatory agencies before the research is commenced.

15. Establish procedures, acceptable to HRC, for the management of the scientific research related to the Research Activity and its reporting and the financial management.

16. 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.

Health and Safety

17. Comply with all health and safety obligations arising under the Health and Safety in Employment Act 1992 and the Health and Safety at Work Act 2015 and report any breach of its health and safety obligations to HRC within 10 Business Days of a breach occurring or if it is a severe breach within 24 hours of the severe breach occurring.

Reporting

18. Produce such report(s) on the Research Activity as are reasonably requested by HRC and furnish these to HRC not later than the Reporting Dates (or where no Reporting Date has been specified within 1 month of request from HRC) including without limitation:

    18.1 Progress reports on the progress of the research;

    18.2 Annual financial reports on the use of the Funding as against budget;

    18.3 Annual reports on the interaction between the Investigators and relevant National Science Challenges;

    18.4 Final reports on completion of the Research Activity:

        18.4.1 detailing the research activities undertaken,

        18.4.2 accounting for actual use of Funding as against budget; and

        18.4.3 outcomes of the research.

    18.5 Where a funding partner or partners have been involved, a deliverable report evaluating the outcomes of the research activities.

    18.6 Post completion reports as may be required.

Reports shall be certified as a true and accurate record by a senior member of the Research Activity team and be in the form available on HRC's website (or where no form is available in such other form as required by HRC).

Funding

19. Use the Funding only for the Research Activity, (in the opinion of HRC) in a manner that does not unreasonably or materially depart from that identified in the Objectives.

20. Deposit Funding into a bank account and maintain separate accounting ledgers for each Research Activity.

21. Not lead any person to believe that any remuneration or other payments will be met by HRC directly.

22. Ensure none of the Objectives or results to be developed through the Research Activity are or will be the subject of any contractual arrangement, application for funding, exploitation, development or Intellectual Property Rights of any third party that has not been disclosed in writing to HRC.

Record Keeping

23. Maintain complete and accurate records of all activities undertaken for the Research Activity.

24. Maintain complete and accurate records of expenditure of the Funding in accordance with all applicable New Zealand accounting standards.

25. Provide all records to HRC within 10 Business Days of request from HRC.

Intellectual Property

26. Comply at all times with the provisions of the Fifth Schedule.

Notifications

27. Include a written acknowledgement of the provision of Funding by HRC in all publications or public statements relating to the Research Activity or its findings and in any other material as reasonably required by HRC from time to time.

28. Notify HRC immediately:

    28.1 if it is known or suspected that the Objectives cannot be met, or cannot be met by the Completion Date. HRC acknowledges that the results of research may be uncertain and preliminary results may require revised methods and changed lines of inquiry. For the avoidance of doubt however, the Objectives of the Research Activity may not be altered unless agreed by the parties in writing (provided such agreement will not to be unreasonably or arbitrarily withheld by either party) and properly documented in a Variation Schedule;

    28.2 on becoming aware of a change or likely change of the effective control of the Research Provider;

    28.3 any change from that described in the Proposal of the level of active involvement of Key Persons in the Research Activity including any temporary absences of any Key Persons of one or more months in duration;

28.4 any change in any Key Person (including a Key Person ceasing to be employed by or contracted to the Research Provider for any reason);

28.5 on the Research Provider becoming aware that any required consent cannot be obtained by the date by which it is required or is or might become unavailable or withdrawn;

28.6 on the Research Provider becoming aware of, or suspecting prejudice to, the survival or operation of any national database or collection, registered on a national register of databases, which relates to the Research Activity, for which the Research Provider has any responsibility;

28.7 of any possible conflict of interests in relation to the Research Activity;

28.8 prior to entry into any formal or informal arrangement or of the types referred to in 22 which may affect the fulfilment by the Research Provider of its obligations under this Contract;

28.9 of any conflicts of interest or potential conflicts of interest that may interfere with the Research Provider's ability to perform its obligations under this Contract.

General

29. Comply in all respects with the Rules provided that where there is any conflict or contradiction between the Rules and the Contract the terms of the Contract will prevail.

30. Take out and maintain appropriate insurance taking into account the Research Activity that is being undertaken under this Agreement, in an amount which is sufficient to cover the risks under this Agreement and provide evidence of that insurance to HRC upon request.

31. Comply with all applicable legislation, statutes and regulations governing the research.

32. Comply with any special conditions contained in Part 8 of the First Schedule.

THIRD SCHEDULE
RESEARCH ACTIVITY DETAILS AND FUNDING

Research Provider		
Contract Type		
Contract Number		
First Named Investigator		
Investigators		
Title		
Start Date	Completion Date	Term
Organisations sharing in funding		
Reporting Dates		

Budget notes	Notes: Third Party Expenses that HRC will reimburse for:	
Budget Outline (GST Exclusive)	$	Key Persons
Budget Less amounts Administered by HRC already		
Total budget Available for funding		Total FTE Person marked * have a time commitment only

Monthly Payment Schedule (Clause 6.1.2)

Payment Amount	**Date**

FOURTH SCHEDULE
RESEARCH OBJECTIVES INCLUDING MILESTONES

FIFTH SCHEDULE
INTELLECTUAL PROPERTY RIGHTS

1. The Research Provider acknowledges that HRC's functions include:

   1.1 Administering funding for the purpose of implementing national health research policy;

   1.2 Fostering the recruitment, education, training and retention of those engaged in health research in New Zealand; and

   1.3 Promoting and disseminating the results of health research in ways that will be most effective in encouraging their contribution to health science, health policy and health care delivery.

2. In relation to the Research Material, the Research Provider acknowledges that it is expected to:

   2.1 Ensure that the Research Material is assessed for any potential value beyond the peer review publication of the Research Material. Wherever possible, the Research Material shall be developed and/or disseminated so that the potential benefits of any New IP flow to health science, health policy, and health care delivery. Where any Research Material contains anything that can be commercially and economically protected as New IP the Research Provider shall take reasonable steps to seek formal protection of this New IP;

   2.2 Encourage third party commercialisation of any New IP to obtain an economic return of HRC's research investment; and

   2.3 Generally, maximise the impact of any New IP on health and economic outcomes, for the benefit of New Zealand.

3. Subject to clause 7 of this Schedule, and acknowledging the matters set out in clauses 1 and 2 of this Schedule, the Research Provider will own all New IP strictly on the basis that the Research Provider will:

   3.1 Ensure that the Research Provider's employees, sub-Research Providers and agents engaged in the Research Activity (**Researchers**) agree with the Research Provider in writing that the Research Provider owns all New IP immediately upon creation and to the extent required, the Researcher assigns, or will assign, all New IP and all moral rights in the New IP, to the Research Provider;

   3.2 Maintain resources in place to undertake the processes and procedures for the discovery, invention, creation, assessment and development of New IP;

   3.3 Pursue all reasonable steps to secure protection of the New IP (including, without limitation, the registration of patents or trademarks) as soon practicable after they arise, balancing in each case the estimated commercial value of the New IP against the costs of different forms and degrees of protection;

   3.4 Ensure that the Researchers do not disclose the New IP (except to those within the Research Provider who must be informed on a need to know basis) or use the New IP in any manner which is inconsistent with the Research Provider's obligations under this Contract;

3.5 Provide to HRC a copy of any Research Material in the format reasonably requested by HRC in a reasonable timeframe on request from HRC (provided that shall be no longer than 20 Business Days from the request);

3.6 Acknowledge the contribution of HRC in any publication or public statements relating to the New IP;

3.7 Report annually to HRC, and more often if requested by HRC (acting reasonably) on its progress on the impact generated by the development and dissemination of the realised and potential benefits of the New IP that flow to health science, health policy, and health care delivery. It will also report progress, including amount invested in commercialising New IP, and, if required minutes of decisions taken at meetings of the Research Providers processes and procedures during the commercialisation process, from triage, proof of concept and pre-seed investment through to licensing and spin-out company formation;

3.8 The Research Provider will, following the submission of Research Provider progress reports, provide to HRC as soon as practicable such additional information on the nature and details of commercialisable New IP as HRC may reasonably request; and

3.9 Keep all matters relating to the New IP and its commercialisation in absolute confidence except where any part of that information is in the public domain, or is required by law to be disclosed, or it is necessary to disclose that information for the purpose of the Research Provider fulfilling its obligations under this Schedule;.

4. The Research Provider must ensure that any third party who is involved in the commercialisation of the New IP, is bound by the same obligations as the Research Provider as set out in this Schedule and that such obligations are expressed to be for the benefit of and enforceable by HRC (and the Research Provider must provide evidence of that to HRC upon request).

5. Where the Research Provider decides not to commercialise any New IP within 24 months of the New IP being discovered, invented, created or developed, or following the end of that period ceases to invest in the advancement of the New IP, the Research Provider shall upon request by HRC, assign the New IP to any third party nominated by HRC, at no cost, but otherwise on usual commercial terms for the purpose of that third party seeking to commercialise the New IP for the benefit of New Zealand. HRC shall pay any legal and other out-of-pocket costs associated with documenting the assignment of the New IP.

6. The Research Provider grants to HRC a permanent, non-exclusive, irrevocable, royalty-free, worldwide licence (including a right to sub-licence) to use, reproduce, publish and adapt the Research Material and any New IP for research purposes.

7. Where there is a deed of agreement relating to Intellectual Property Rights (**Deed of Agreement**) in place between HRC and the Research Provider, to the extent that there is an inconsistency between the terms of this Schedule and the terms of that Deed of Agreement, the terms of that Deed of Agreement shall prevail during the term of that Deed of Agreement. On expiry or termination of that Deed of Agreement the terms in this Schedule shall prevail.