

Ārohia Innovation Trailblazer Grant - Funding Agreement (Full Grant)

PARTIES

Callaghan Innovation
[IMS Organisation Name]

EXAMPLE

SIGNATURES

Signed for and on behalf of
CALLAGHAN INNOVATION
by:

Signature

Name

Drafting note – The appropriate signing provisions will be provided based on your entity type

[COMPANY NAME]
(Company Number: [-])
by:

Signature of Director

Name of Director

In the presence of:

Signature of witness

Name of witness

Occupation

City/town of residence

FUNDING AGREEMENT dated [IMS Date] 2023

PARTIES

Callaghan Innovation
[IMS Organisation Name]

BACKGROUND

- A. Callaghan Innovation's main objective is to support science and technology-based innovation and its commercialisation by businesses in order to improve their growth and competitiveness.
- B. The Ārohia Innovation Trailblazer Grant Scheme aims to encourage New Zealand businesses to engage in innovative activity at the global innovation frontier that is likely to generate significant spillover benefits to the rest of the New Zealand innovation system and the economy more broadly.
- C. In particular, the Ārohia Innovation Trailblazer Grant Scheme seeks to achieve this objective by supporting innovative activity that has the potential to generate significant spillover benefits as set out in the Ministerial Direction. This will be done through the provision of a:
 - (a) Ārohia Innovation Trailblazer Full Grant that supports businesses to perform eligible activities associated with engaging in innovation at the global innovation frontier; and
 - (b) Ārohia Innovation Trailblazer Seed Grant that supports businesses to gather evidence necessary to support an application for the Ārohia Innovation Trailblazer Full Grant.
- D. This Agreement is for a Ārohia Innovation Trailblazer Full Grant ("**Ārohia Full Grant**"). The Ārohia Innovation Trailblazer Grant Scheme provides recipients of a Ārohia Full Grant with Funding for 30% of their Approved Eligible Costs (up to the Maximum Grant Amount).
- E. This Agreement sets out the terms on which Callaghan Innovation agrees to provide you Funding for Eligible Activities.
- F. Funding provided under this Agreement must not be used to fund research and development activities.

AGREEMENT

1. INTRODUCTION

- 1.1 You have applied to us for a Ārohia Full Grant under the Ārohia Innovation Trailblazer Grant Scheme to provide Funding towards the Approved Eligible Costs described in your Application.
- 1.2 Your Application has been approved. By signing this Agreement, you agree to comply with the terms set out in this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

"**Agreement**" means this funding agreement, which includes these terms, the terms in the Schedule, and any variation or additional schedule as agreed by the parties from time to time.

"**Application**" means your application for a Ārohia Full Grant under the Ārohia Innovation Trailblazer Grant Scheme, completed and submitted through our online portal or in such other manner as we may specify or permit from time to time.

"**Approved Eligible Costs**" means your total costs on Eligible Activities as approved by us.

"**Ārohia Innovation Trailblazer Grant Scheme**" means the grant scheme established by the Crown and administered by us under which we provide grants to encourage New Zealand businesses to engage in innovative activity at the global innovation frontier that is likely to generate significant spillover benefits to the rest of the New Zealand innovation system and the economy more broadly.

"**Change in Control**" means an event or series of events which result in any person (acting alone) or group of persons (acting in concert) acquiring or ceasing to have the ability:

- (a) to control more than 50% percent of your voting shares;
- (b) to appoint and/or remove the majority of the members of your governing body;
- (c) to otherwise control or having the power to control your affairs and policies; or
- (d) to be in a position to derive the whole or a majority of your benefit.

"**Contract Start Date**" means the contract start date set out in the Schedule.

"**Claim**" means a claim for Funding made in accordance with this Agreement, and "**Claims**" and "**Claimed**" have similar meanings.

"**Crown**" means His Majesty the King in right of New Zealand.

"**Eligible Activities**" means the eligible activities for the Ārohia Full Grant set out in the guidance document "Eligible Activities for the Ārohia Innovation Trailblazer Full Grant" published on our website as at the date of this Agreement.

"**Final Claim**" has the meaning in clause 4.4 of this Agreement.

"**Final Payment**" has the meaning in clause 4.4 of this Agreement.

"**Final Report**" has the meaning in clause 4.4 of this Agreement.

"**Funding**" means the money provided, or to be provided, to you under this Agreement.

"**Funding Amount**" means 30% of your Approved Eligible Costs (subject to the Minimum Grant Amount and Maximum Grant Amount), which we have agreed to fund, as set out under 'Funding Amount' in the 'Approval Details' section of the Schedule.

"**Grant Period**" has the meaning in clause 7 of this Agreement.

"**Independent Trustee**" means a trustee that is a solicitor, accountant, professional adviser or other person acting in an independent role that is not a beneficiary or settlor of the trust (and whose relatives, spouse or partner, direct or indirect shareholders, directors or other members are not beneficiaries or settlors of the trust).

"**Maximum Grant Amount**" means the maximum amount available under this Ārohia Full Grant as specified by us from time to time.

"**Minimum Grant Amount**" means the minimum amount available under this Ārohia Full Grant as specified by us from time to time.

"**Ministerial Direction**" means the Ministerial Direction to Callaghan Innovation entitled "Administration of the Ārohia / Innovation Trailblazer Grant" published in the *Gazette* on 16 November 2022.

"**R&D**" means the set of activities classified as research and development activities under the Research and Development Tax Incentive.

"**Required Co-Funding**" has the meaning in clause 3.3 of this Agreement.

"**Schedule**" means the schedule to this Agreement.

"**we**", "**us**", "**our**" and related terms mean Callaghan Innovation.

"**you**" and "**your**" means the grant recipient set out in the Schedule.

2.2 In addition, in this Agreement and unless the context requires otherwise:

- (a) headings and examples are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any document or agreement, including this Agreement, includes that document or agreement as amended, assigned, novated, supplemented, restated or substituted from time to time, except to the extent prohibited by this Agreement;
- (d) a reference to any monetary amount is to New Zealand currency;
- (e) a party to this Agreement or another agreement includes its successors and its permitted assignees and transferees;
- (f) any legislation includes a modification and re-enactment of, legislation enacted in substitution for, and a regulation, order-in-council and other instrument from time to time issued or made under, that legislation;
- (g) a reference to "in writing" (or equivalent) includes provision by email or through online services operated by us (including the online grants portal); and
- (h) if you are the trustees of a trust or otherwise do not have separate legal personality, the terms "you" or "your" (unless the context requires otherwise) also include each of your trustees or members jointly and severally, and you are still

bound by this Agreement despite any changes to your membership or formation, including by death, incapacity, or retirement of any trustee or member, the admission of any new trustee or member, or in any other way.

3. FUNDING

- 3.1 We will make the Funding available to you following receipt of valid Claims submitted in accordance with this Agreement.
- 3.2 The Funding is only available to you, and you must use the Funding:
- (a) in accordance with the declarations, representations and statements made in your Application;
 - (b) to fund the costs of Eligible Activities incurred during the Grant Period; and
 - (c) for no other purpose.
- 3.3 The Funding Amount is up to a maximum of 30% of your Approved Eligible Costs (up to the Maximum Grant Amount). You must fund, or secure funding for, the remainder of your Approved Eligible Costs ("**Required Co-Funding**").
- 3.4 You must arrange this Required Co-Funding within 6 months of the Contract Start Date (as defined in clause 7.1 below) or such other date as permitted by us at our discretion.

4. PAYMENT

- 4.1 We will pay you the Funding in accordance with clauses 4.2 to 4.4 below.
- 4.2 You must submit a Claim at least once every six months during the Grant Period. You may submit Claims more frequently, but not less frequently. Each Claim must be made in the form specified by us from time to time and must include the details set out in the Schedule.
- 4.3 If we find the Claim satisfactory in all respects, we will pay the Claim at the next available payment date. The amount we pay in respect of each Claim:
- (a) will be 30% of the Approved Eligible Costs which you have incurred and are the subject of that Claim; and
 - (b) is subject to any maximum amount specified by us from time to time in respect of any particular types of costs.
- 4.4 No later than 3 months after the end of the Grant Period, you must submit to us a final Claim that includes:
- (a) a valid GST invoice for the final amount of the Funding for which you are claiming;
 - (b) invoices evidencing expenditure on your Eligible Activities as set out in the Schedule; and
 - (c) a final report on your Eligible Activities ("**Final Report**") as set out in the Schedule,

("Final Claim").

If we find the Final Claim satisfactory in all respects, we will pay the Final Claim at the next available payment date ("Final Payment").

- 4.5 We will not pay you the Final Payment if you have not submitted a valid Final Claim within 3 months after the end of the Grant Period.
- 4.6 By submitting your Final Claim, you agree that we are not liable to pay any further amounts under this Agreement.

5. REPORTING AND RECORD KEEPING

5.1 Monitoring your Eligible Activities and Approved Eligible Costs enables us to:

- (a) identify and report on the benefits to New Zealand arising from your Eligible Activities; and
- (b) ensure we can take appropriate action if you do not comply with this Agreement.

5.2 You must provide us, or our authorised agents, with the reports in accordance with the Schedule, and any other reporting, at any other time upon our reasonable request.

5.3 All reports must:

- (a) be accurate;
- (b) be provided in a timely manner;
- (c) be in the form and manner specified by us from time to time; and
- (d) include all information specified in the Schedule, and any other information that we may request from time to time.

5.4 You must:

- (a) keep full, accurate and up-to-date records of your Approved Eligible Costs (including supporting documentation for all amounts payable by us), in accordance with generally accepted accounting standards and any other standards notified by us from time to time;
- (b) retain such records for 7 years from the expiry or termination of this Agreement; and
- (c) on our request, and at no cost to us, provide us with copies of any such records and any information or materials as we may reasonably request.

6. INVESTIGATION AND VISIT

6.1 We are entitled at any time to investigate:

- (a) your compliance with this Agreement (including by way of auditing any Claims we receive from you at our discretion); and
- (b) whether you met the criteria to be eligible to participate in the Ārohia Innovation Trailblazer Grant Scheme at the time you made your Application.

6.2 In conducting an investigation under clause 6.1, we may give you written notice requiring you to provide us or our authorised agent with:

- (a) any information we reasonably require, including reasonable access to your staff, third parties and third party research contractors, premises and equipment used; and
- (b) such copies of your books, records and accounts, and any other information, that are relevant to your participation in the Ārohia Innovation Trailblazer Grant Scheme, including your compliance with this Agreement and the Eligible Activities specified in your Application.

6.3 You must:

- (a) take all reasonable steps to co-operate with us or our authorised agent if we carry out an investigation under clause 6.1 and otherwise take all reasonable steps to facilitate that investigation, including (but without limitation) by permitting us or our authorised agent to have access to and to inspect the premises at which the Eligible Activities specified in your Application are carried out; and
- (b) comply with a notice given under clause 6.2 above.

6.4 If the investigation reveals a breach by you, we may advise you of our decision to do one or more of the following at our sole discretion:

- (a) take no further action;
- (b) provide you with notice of the remedial actions you must take to address any issues identified by the investigation (whether or not those issues constitute a breach of this Agreement), and any reports or information you must provide to us about those actions;
- (c) terminate this Agreement; and/or
- (d) recover all or part of the Funding pursuant to clause 9.

6.5 We may suspend payment of the Funding from the date of the notice provided under clause 6.2 if we consider that you may have breached this Agreement. In such case:

- (a) we will give notice specifying that payment of the Funding has been suspended; and
- (b) if the investigation shows that you have not breached this Agreement, we will pay any unpaid approved Claims.

6.6 Nothing in clause 6.2 or 6.3 requires you to disclose to us or our authorised agent any privileged document or any personal information if such disclosure would breach the Privacy Act 2020.

6.7 Notwithstanding anything in this clause 6, at any point during the Grant Period, upon our reasonable request, you must facilitate a visit from us to check your progress with carrying out the Eligible Activities specified in your Application.

7. GRANT PERIOD

7.1 The grant period starts on the date set out in the Schedule ("**Contract Start Date**") and ends on the earlier of:

- (a) the date 24 months after the Contract Start Date; and
- (b) the date this Agreement is terminated under clauses 6.4(c) or 8, ("**Grant Period**").

8. TERMINATION, REDUCTION AND SUSPENSION OF FUNDING

8.1 Either party may terminate this Agreement by providing 2 months' written notice to the other party at any time.

8.2 We may terminate this Agreement immediately by providing written notice to you if:

- (a) you have breached this Agreement; or
- (b) a Change in Control occurs without our prior written consent.

8.3 For the avoidance of doubt, a breach of this Agreement includes, but is not limited to:

- (a) a breach of the requirement to arrange the Required Co-Funding within the applicable timeframe under clause 3.4 above;
- (b) a breach of any of the representations or warranties under clause 11 below; and
- (c) a breach of any of the undertakings in clause 12 below.

8.4 If funding allocated to us for the Ārohia Innovation Trailblazer Grant Scheme is reprioritised, reduced, suspended or terminated, for any reason, or exhausted, we may give you notice of our decision to:

- (a) reduce the Funding;
- (b) suspend the Funding; or
- (c) terminate this Agreement.

9. RETURN AND REPAYMENT OF FUNDING (CLAWBACK)

9.1 You must return all or some of the Funding (as determined by us) if:

- (a) you breach this Agreement;
- (b) you misappropriate the Funding;
- (c) you provide us with incorrect information;
- (d) you Claim and receive Funding for which you were not eligible (including receiving Funding for an expense that you have already received Funding for); or
- (e) a Change in Control occurs without our prior written consent.

9.2 Without limiting anything in clause 9.1, we reserve the right to require you to return all or some of the Funding provided under this Agreement in one or more of the following circumstances:

- (a) **Shared infrastructure:** Funding is provided for Eligible Activities involving expenditure to establish shared infrastructure (such as plant, facilities or equipment) with a specific focus on supporting the New Zealand innovation ecosystem, and, in our reasonable view, your Eligible Activities have not generated the stated benefits to the rest of the New Zealand innovation ecosystem.
- (b) **Overseas expenditure:** Funding is provided for Eligible Activities performed overseas (where a good or service is consumed in an overseas location), but, in our reasonable view:
 - (i) it is possible (and is relevant to your innovation) to perform the activities in New Zealand; and/or
 - (ii) the activities are not integral to the success of your innovation project; and/or
 - (iii) performing the activities overseas will detract from generating benefits to the New Zealand innovation ecosystem.

9.3 At the end of the Grant Period, you must return all Funding that is unspent and that you have not incurred contractual liabilities for.

10. INDEMNITY AND LIABILITY

10.1 You indemnify us against any claim, liability, loss or expense, including without limitation, damages, legal fees, costs, and disbursements, brought or threatened against or incurred by us, excluding economic or consequential loss, ("**Loss**"), caused by an act or omission by you and arising from this Agreement, except to the extent that the Loss was caused by an act or omission by us (other than the provision of Funding by us).

10.2 Your liability under this indemnity is limited to the amount of Funding you have Claimed and received as at the time of Loss.

10.3 Notwithstanding anything in this Agreement, and to the maximum extent permitted by law, we will not be liable to you or any third party, whether in contract, tort (including negligence), under statute, or otherwise, for any direct or indirect loss caused directly or indirectly by any act or omission carried out by us in accordance with this Agreement.

11. WARRANTIES AND REPRESENTATIONS

11.1 You represent and warrant to us that:

- (a) all information (including declarations, representations, statements, consents, confirmations, evidence and other materials) provided by you or on your behalf in your Application or otherwise in connection with this Agreement is true and accurate, and there are no facts or circumstances which have not been disclosed to us which would make that information untrue, inaccurate or misleading;
- (b) any person completing your Application and/or signing this Agreement and delivering it to us on your behalf has authority to do so;
- (c) (if you are not a natural person) you are duly established, registered (to the extent applicable) and existing under the laws of New Zealand, and your board or committee or equivalent has been correctly and validly appointed;
- (d) (if you are a natural person acting as a trustee of a trust) you have full mental capacity, are not a minor and are physically located and legally working in New Zealand (allowing for temporary absences);
- (e) no action has been taken for or with a view to:
 - (i) (if you are not a natural person) your dissolution, termination, disestablishment, deregistration, winding up or other end;
 - (ii) (if you are a limited partnership) removing your general partner; or
 - (iii) the appointment of a liquidator, statutory manager, administrator, receiver, bankruptcy official or similar officer in respect of you or any of your assets;
- (f) (if you are the trustee(s) of a trust) you have not lost, limited or prejudiced your right to be re-imbursed from the trust property;
- (g) you have the power to enter into and perform your obligations under this Agreement, have taken all necessary action, to authorise that entry and performance, and hold all necessary authorisations and consents for that entry and performance;
- (h) your entry into, and the performance of your obligations, under this Agreement, do not and will not breach any agreement or instrument binding upon you or any of your assets (including any other agreement);
- (i) you have not received any support for your Approved Eligible Costs through any other government initiative;

- (j) prior to entering into this Agreement, you have not received funding under a Ārohia Full Grant as part of the Ārohia Innovation Trailblazer Grant Scheme in respect of the Eligible Activities set out in your Application; and
- (k) you have not done, nor have any intention to do, anything (by action or omission) likely to bring the reputation of the Ārohia Innovation Trailblazer Grant Scheme, Callaghan Innovation or the government into disrepute.

11.2 The representations made above are deemed to be repeated by you on each day during the Grant Period and until any Final Claim is made under clause 4.4.

12. UNDERTAKINGS

12.1 You must undertake the Eligible Activities as described in your Application and this Agreement.

12.2 In undertaking the Eligible Activities, you must comply with all applicable laws, regulations, rules and professional codes of conduct or practice.

12.3 You undertake to us that, during the Grant Period and until any Final Claim is issued under clause 4.4, you will:

- (a) be an Eligible Entity as defined in the Ministerial Direction;
- (b) promptly obtain, comply with and do everything needed to maintain any authorisations required to enable you to perform your obligations under this Agreement;
- (c) not permit any of the following events to occur without our prior consent:
 - (i) a Change in Control; or
 - (ii) you cease to carry on the business in connection with which the Eligible Activities were carried out; or
 - (iii) any change to your business that could adversely affect the reputation of the Ārohia Innovation Trailblazer Grant Scheme, Callaghan Innovation or the government; and
- (d) comply with each declaration, statement, agreement and undertaking made in your Application and this Agreement including in relation to (without limitation):
 - (i) use of the Funding (including restrictions as to application and distribution of proceeds); and
 - (ii) keeping of evidence, materials or other records, and provision to us for audit purposes (as required).

12.4 You undertake to us that you will not receive support for your Approved Eligible Costs through any other government initiative.

12.5 You undertake to us that you will only apply the Funding towards the Eligible Activities described in your Application, which, for the avoidance of doubt, excludes R&D.

13. CONFIDENTIALITY, PRIVACY AND OFFICIAL INFORMATION ACT

13.1 You acknowledge that we will collect information relevant to the administration, enforcement, monitoring and evaluation of the Ārohia Innovation Trailblazer Grant Scheme, policy development more generally, analysis of business performance, assisting you with innovation beyond funding under the Ārohia Innovation Trailblazer Grant Scheme and other related research, including business-level information on all applicants for funding under the Ārohia Innovation Trailblazer Grant Scheme. For these purposes we may obtain personal information about you from your Application, our own records, and other government departments and government agencies and (where reasonably necessary) from third party organisations.

13.2 You consent and agree to us sharing the information described in clause 13.1 and any other information collected or generated as a consequence of administering the Ārohia Innovation Trailblazer Grant Scheme to:

- (a) our authorised agents and advisers for the purposes of administering this Agreement (including publication of material under clause 14.4(b) below);
- (b) the Ministry of Business, Innovation and Employment upon request, for the purposes of monitoring, evaluation of the Ārohia Innovation Trailblazer Grant Scheme and policy development more generally;
- (c) Statistics New Zealand, on an annual basis, for the purpose of making it available to researchers on a de-identified basis through its longitudinal business database (for business-level information) or the integrated data infrastructure (for individual-level information);
- (d) other government departments or agencies for the purposes of achieving wider government policy objectives and/or assisting with innovation beyond funding under the Ārohia Innovation Trailblazer Grant Scheme;
- (e) any debt recovery organisation or similar agency for the purposes of collection or enforcement, and with any credit reporting agency; and
- (f) any other person as required at law, under any regulation or to provide an answer to any parliamentary questions, meet any parliamentary requirements, or provide information to a Minister.

13.3 You acknowledge that we are subject to the Official Information Act 1982 and that we are obliged to disclose information under that Act if requested to do so and provided there are no grounds under that Act to withhold the information. You agree that we may release the following information relating to this Agreement:

- (a) your name and business location;
- (b) the Contract ID;
- (c) the short title of your Application;

- (d) the grant type; and
- (e) the Contract Start Date and the date the Grant Period ends.

13.4 When sharing your information under clauses 13.2 and 13.3, we will take reasonable steps to protect your personal, confidential and/or commercially sensitive information, including where necessary, de-identifying and/or redacting information that is not necessary to share to meet our obligations.

14. GENERAL

14.1 Notices:

- (a) Any communication to be made under this Agreement must be made in writing and shall be:
 - (i) provided through our online portal or any other online service as we may designate from time to time;
 - (ii) delivered or sent to the address or email address of the relevant party, and marked for the attention of the person or office holder, set out in your Application (in the case of communications from us to you) or for that purpose on our website (in the case of communications from you to us); or
 - (iii) such other address or email address as that party may from time to time designate to the other.
- (b) Any communication to be made under or in connection with this Agreement shall be deemed to have been made:
 - (i) if delivered through our online service or by hand, upon delivery;
 - (ii) if sent by pre-paid post, 3 business days after posting; and
 - (iii) if sent by email, when actually received in the recipient's inbox in readable form.

14.2 **Amendment:** We may amend the terms of this Agreement from time to time by at least 30 days' notice to you.

14.3 **Independent Trustees:** The liability of any Independent Trustee under this Agreement is limited to the trust property available to meet that liability. However, this limitation does not apply if the relevant Independent Trustee loses its right to be indemnified out of the trust property, or diminishes the value of the trust property through its fraud or wilful breach of trust (in which case we can claim against that Independent Trustee personally to the extent we are unable to recover amounts due to us from the trust property).

14.4 Publicity:

- (a) You must:

- (i) not produce or contribute to any media release or other public statement or material that refers to us or includes quotes from our staff without our prior written approval (such approval being sought no less than 48 hours before the proposed time of release or publication);
 - (ii) use any branding material we provide to you solely for the purpose specified by us;
 - (iii) refer to your participation in the Ārohia Innovation Trailblazer Grant Scheme in any media release or other public statement or material produced by you that refers or otherwise relates to your Approved Eligible Costs (unless you have good reason to exclude such a reference); and
 - (iv) notify us of any enquiry made by the media to you or your staff relating to your Approved Eligible Costs.
- (b) You authorise us to use your name and information relating to your involvement in the Ārohia Innovation Trailblazer Grant Scheme for the purposes of:
- (i) marketing, advertising or promotion of the Ārohia Innovation Trailblazer Grant Scheme;
 - (ii) with your prior consent, any case study published by us;
 - (iii) our services; or
 - (iv) other government initiatives.

14.5 Assignment:

- (a) You are not permitted to assign or transfer any of your rights or obligations under this Agreement without our prior written consent.
- (b) We may:
 - (i) assign or transfer any of our rights, powers and obligations under this Agreement without your consent; and
 - (ii) disclose to any potential assignee or transferee such information (including personal information) about you and this Agreement as we consider appropriate. Any assignee or transferee may use such information for the same purposes and in the same manner as we can.

14.6 No waiver: No failure on our part to exercise and no delay in exercising, any right under this Agreement operates as a waiver of that right, nor shall any single or partial exercise of any right under this Agreement prevent any other or further exercise thereof or the exercise of any other right. The remedies provided under this Agreement are cumulative and not exclusive of any remedies provided by law.

14.7 Partial invalidity: The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision.

- 14.8 **Governing law:** This Agreement is governed by New Zealand law. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 14.9 **Offences:** The Crown may take action against you or prosecute you for offences under the Crimes Act 1961. You may be liable to pay penalties, fines or subject to imprisonment as a result. Such prosecution does not stop other legal actions being taken against you.
- 14.10 **Survival of clauses:** Expiry or termination of this Agreement for any reasons does not affect the validity or enforceability of this clause 14.10, clause 5 (*Reporting and Record Keeping*), clause 6 (*Investigation*), clause 9 (*Return and Repayment of Funding (Clawback)*), clause 10 (*Indemnity and Liability*), clause 13 (*Confidentiality, Privacy and Official Information Act*), clause 14.1 (*Notices*), clause 14.6 (*No waiver*) and clause 14.8 (*Governing Law*).

SCHEDULE

Agreement Details — Ārohia Full Grant

Drafting note: Formatting for this Schedule is used to input information into our grants portal – IMS. Where possible, the same terms are used as in the Agreement but there may be minor inconsistencies.

| Your Details | | | | | | | | | | | |
|--|--|---------------------|---|--|-------|---|-----|----------------|-------|---------------------|-------|
| Organisation name | | | | | | | | | | | |
| NZBN | | | | | | | | | | | |
| Physical Address | | | | | | | | | | | |
| Address for Notices | | | | | | | | | | | |
| Contact Person | | | | | | | | | | | |
| Contact Phone | | | | | | | | | | | |
| Contact Email | | | | | | | | | | | |
| Approval Details | | | | | | | | | | | |
| Application Reference | | | | | | | | | | | |
| Grant Period (clause 7) | <table border="1"> <tr> <td>Contract Start Date</td> <td></td> </tr> <tr> <td>Contract End Date (ie the date that is 24 months from the Contract Start Date, unless the Agreement is terminated earlier)</td> <td></td> </tr> </table> | Contract Start Date | | Contract End Date (ie the date that is 24 months from the Contract Start Date, unless the Agreement is terminated earlier) | | | | | | | |
| | Contract Start Date | | | | | | | | | | |
| Contract End Date (ie the date that is 24 months from the Contract Start Date, unless the Agreement is terminated earlier) | | | | | | | | | | | |
| Funding (clause 3) | <table border="1"> <tr> <td></td> <td style="text-align: center;">Ārohia Full Grant Contract ID: [●]</td> </tr> <tr> <td>Approved Eligible Costs</td> <td style="text-align: center;">\$[●]</td> </tr> <tr> <td>Co-funding rate % (the percentage to be funded by us)</td> <td style="text-align: center;">30%</td> </tr> <tr> <td>Funding Amount</td> <td style="text-align: center;">\$[●]</td> </tr> <tr> <td>Required Co-Funding</td> <td style="text-align: center;">\$[●]</td> </tr> </table> | | Ārohia Full Grant Contract ID: [●] | Approved Eligible Costs | \$[●] | Co-funding rate % (the percentage to be funded by us) | 30% | Funding Amount | \$[●] | Required Co-Funding | \$[●] |
| | Ārohia Full Grant Contract ID: [●] | | | | | | | | | | |
| Approved Eligible Costs | \$[●] | | | | | | | | | | |
| Co-funding rate % (the percentage to be funded by us) | 30% | | | | | | | | | | |
| Funding Amount | \$[●] | | | | | | | | | | |
| Required Co-Funding | \$[●] | | | | | | | | | | |
| Reporting | | | | | | | | | | | |
| Payment (clause 4.2) | <p>With each Claim and invoice (minimum 6 monthly), for Funding, you must provide a report (in the form specified by Callaghan Innovation via the online portal) that includes the following:</p> <ul style="list-style-type: none"> your performance of the Eligible Activities specified in your Application to date; | | | | | | | | | | |

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| | <ul style="list-style-type: none"> the costs incurred by you to date in the form specified by Callaghan Innovation; your GST invoice must be accompanied by all invoices for: <ul style="list-style-type: none"> any expenditure over NZ\$2,500; and all international invoices or invoices in foreign currencies in respect of overseas labour regardless of value. <p>If your invoice is for items that are all below NZ\$2,500 (and not international or in a foreign currency), please provide a listing of expenses incurred;</p> for all international invoices or invoices in foreign currencies (including, but not limited to, those for overseas labour costs), proof of payment showing a NZ\$ transaction (eg a bank statement) so that we can validate the NZ\$ amount being Claimed; any matter that may affect your ability to complete your Eligible Activities; and such other information that we may request from time to time. |
| Due date | At the time you submit the Claim and no less than 6 monthly |
| Final Report (clause 4.4) | <p>You must provide a Final Report on your Eligible Activities, together with your Final Claim and invoice, no later than 3 months after the date the Grant Period ends (Contract End Date).</p> <p>This Final Report must be in the form specified by Callaghan Innovation (via the online portal) that includes the following:</p> <ul style="list-style-type: none"> your performance of the Eligible Activities specified in your Application to date; the costs incurred by you to date in the form specified by Callaghan Innovation; your GST invoice must be accompanied by all invoices for any expenditure on Eligible Activities during the Grant Period; for all international invoices or invoices in foreign currencies, proof of payment showing a NZ\$ transaction (eg a bank statement) so that we can validate the NZ\$ amount being Claimed; any matter that may affect your ability to complete your Eligible Activities; and such other information that we may request from time to time. <p>If the Final Report is not received by the due date, Callaghan Innovation is not liable to make the payment to you.</p> |
| Due date | No later than 3 months after the Contract End Date |
| Additional Reporting (clause 5.2) | <p>You must, if requested by Callaghan Innovation, provide the following (included as examples):</p> <ul style="list-style-type: none"> a financial report/statements at the end of each financial half year/financial year during the Grant Period and for the two financial years after the Grant Period; a completed survey response about your Eligible Activities, which may require you to provide information about the benefits to New Zealand arising from your Eligible Activities; or <p>a remedial report, as part of remedial action sought following an</p> |

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| | investigation (refer clause 6). | | | |
| Due date | Upon request | | | |
| Additional Conditions | | | | |
| Additional Conditions | Condition | Type | Due Date | Date Satisfied |
| | [Note you will be advised if any conditions to your Funding are required] | | | |
| Feedback | | | | |
| This section is used to provide you with specific feedback on your Application in the grants portal. | | | | |