

Toi Tōtara Haemata Programme Funding Agreement (as amended)

**Arts Council of New Zealand and
[Organisation Legal Name]
2023 - 2025**

Schedules

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Schedule 1: Agreement Details and Scope of Funding (Pages 5-6)

This section of the Agreement covers:

- How long the Agreement is for
- Who the points of contact are
- When and how much you will be paid
- What outcomes you will deliver

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Schedule 2: Reporting and Monitoring (Pages 7-8)

This section of the Agreement covers:

- Why you report to us
- What you report to us about
- When you report to us
- Development Goals you need to complete

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Schedule 3: Terms and Conditions (Pages 9-13)

This section of the Agreement covers:

- What the words in the Agreement mean, and how it is interpreted
- Disclosure and use of information (including our obligations under the Official Information Act)
- What we both promise to do throughout the Agreement
- How we both promise to act and communicate with each other
- When things don't go as planned
- The Active Engagement procedures
- What can end the Agreement, including the On Notice procedures

Toi Tōtara Haemata Programme Funding Agreement (amended) 2023-2025

Parties

Arts Council of New Zealand Toi Aotearoa,
a Crown Entity set up under the Arts Council of
New Zealand Toi Aotearoa Act 2014 (“the Arts
Council”)

[Organisation Legal Name] (“the Organisation”)

Background

- A.** The Arts Council is established under the Arts Council of New Zealand Toi Aotearoa Act 2014.
- B.** To develop a strong and dynamic arts environment, the Arts Council focuses on achieving the following long-term strategic outcomes:
 - a.** Stronger arts, as shown by:
 - i.** High-quality New Zealand art is developed; and
 - ii.** New Zealand arts gain international success; and
 - b.** Greater public engagement with the arts, as shown by:
 - i.** New Zealanders participate in the arts; and
 - ii.** New Zealanders experience high-quality arts.
 - c.** Stronger arts sector, as shown by:
 - i.** New Zealand’s arts sector is resilient
 - ii.** New Zealand’s arts are valued and supported
- C.** The purpose of the Toi Tōtara Haemata (Tōtara) Programme is to provide longer-term support to arts organisations in order to contribute to building stronger arts communities and arts organisations and facilitate greater public engagement in the arts.
- D.** Organisations within the Tōtara Programme are expected to contribute strongly to all features of Creative New Zealand’s Investment Strategy:
 - a.** Diversity and reach; and

- b.** Dynamic arts; and
 - c.** Resilient arts sector
- E.** The Arts Council has agreed to fund the Organisation to deliver to all of these features.
- F.** The Arts Council will deliver the Funding for the Tōtara Programme.
- G.** The Arts Council decided to include the Organisation within the Tōtara Programme so the Organisation can deliver to Creative New Zealand’s Investment Strategy by delivering the outcomes set out in Schedule I.
- H.** The Arts Council and the Organisation entered into an Agreement in **XX 2019** which set out the terms on which Tōtara funding would be provided to the Organisation for the first three years of the Tōtara Programme. This Agreement sets out the amended terms of funding that will govern the remainder of the Tōtara Programme until the Funding End Date.
- I.** The Arts Council or Creative New Zealand and its representatives are also referred to as “we”, “us”, and “our” in this Agreement.
- J.** The Organisation and its representatives are also referred to as “you” in this Agreement.
- K.** The Arts Council may from time to time make amendments to its corporate documents. Any amendments with potential to affect this Agreement will be communicated to the Organisation with reasonable notice.

Contract Documents

The contractual documents that form this Agreement are:

- a.** Pages I to 4.
- b.** Schedule One: Agreement Details and Scope of Funding.
- c.** Schedule Two: Reporting and Monitoring.
- d.** Schedule Three: Standard Terms and Conditions.

Counterpart

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, shall constitute one and same agreement.

Executed as an Agreement

<p>Arts Council of New Zealand Toi Aotearoa</p> <hr/> <p>Signature</p> <p>Stephen Wainwright Chief Executive</p> <p>/ /</p> <hr/> <p>Date</p> <hr/> <p>Signature</p> <p>Haniko Te Kurapa Senior Manager, Te Kaupapa o Toi Aotearoa</p> <p>/ /</p> <hr/> <p>Date</p> <hr/> <p>Signature</p>	<p>[Organisation Legal Name]</p> <hr/> <p>Signature of Authorised Person</p> <hr/> <p>Name of Authorised Person</p> <hr/> <p>Office Held</p> <p>/ /</p> <hr/> <p>Date</p> <hr/> <p>Signature of Authorised Person</p> <hr/> <p>Name of Authorised Person</p> <hr/> <p>(Office Held)</p> <p>/ /</p> <hr/> <p>Date</p>
<p>Important Note All parties are encouraged to seek legal advice before entering into this Agreement.</p>	

An Electronic Signed Copy

This Agreement may be executed via electronic signature where:

- a. The electronic signature is a scanned copy of the Authorised Person's handwritten signature
- b. The scanned signed copy is a PDF of the whole Agreement.

Schedule 1: Agreement details and scope of funding

1. Term of Agreement

Start Date	01 January 2023
Funding End Date	31 December 2025
Agreement End Date	30 June 2026

1.1. As per Schedule 3, clause 3, regardless of the date or dates of signing, the Funding covers the period from the Start Date to the Funding End Date. Accordingly, this Agreement expires on the Agreement End Date when the final Six Month Report and Financial Year End Report has been received by us.

2. Address for service

2.1. Each party's address for service is set out below.

<p>Postal Delivery Creative New Zealand PO Box 3806 Wellington 6140</p> <p>Physical Delivery Level 2, 2 Allen Street Wellington 6011</p> <p>Email: investments@creativenz.govt.nz</p>	<p>Postal Delivery [Postal Address]</p> <p>Physical Delivery [Physical Address]</p> <p>Email [email of main contact]</p>
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3. Special conditions of funding

There are no special conditions applying to this Funding Agreement.

OR

3.1. This funding is conditional on the following:

4. Amount of funding

4.1. The Arts Council agrees to provide a total of \$XXX,XXX (exclusive of NZ GST and inclusive of all other taxes if applicable).

4.2. The annual funding amounts are as follows:

Annual funding amount	Year
\$XXX,XXX	2023
\$XXX,XXX	2024
\$XXX,XXX	2025

5. Drawdown of funds

5.1. The drawdown schedule of your funding is as follows:

Payment Amount	Due Date
\$XXX,XXX	04/01/2023
\$XXX,XXX	01/04/2023
\$XXX,XXX	01/07/2023
\$XXX,XXX	01/10/2023
\$XXX,XXX	03/01/2024
\$XXX,XXX	01/04/2024
\$XXX,XXX	01/07/2024
\$XXX,XXX	01/10/2024
\$XXX,XXX	03/01/2025
\$XXX,XXX	01/04/2025
\$XXX,XXX	01/07/2025
\$XXX,XXX	01/10/2025

5.2. The first payment due each year under this Agreement is subject to an Agreed Programme and Agreed Budget being in place and any Special Conditions of Funding being met.

5.3. If we have offered you an extension in respect of the Agreed Programme and Agreed Budget, then the Agreed Programme and Agreed Budget must be in place before you can draw down the next payment following the approved extension. We will not offer you any further extensions. Failure to have the Agreed Programme and Agreed Budget in place by the extended date will be a breach of this Agreement and we may take action under Schedule 3, clause 17.1.

6. Activities funded under this Agreement

6.1. Funding under this Agreement is towards activities that deliver to the following investment feature outcomes:

Investment Feature	Outcomes
Diversity and reach	<ul style="list-style-type: none"> ▪ Arts practices reflect New Zealand's growing diversity ▪ Communities across New Zealand participate in and experience the arts ▪ Under-represented communities engage with New Zealand arts ▪ International opportunities expand New Zealand arts practices and demand for New Zealand art ▪ Participation is grown through digital channels
Dynamic Arts	<ul style="list-style-type: none"> ▪ Innovation in contemporary New Zealand arts practice ▪ New Zealand arts develop in New Zealand and internationally
Resilient arts sector	<ul style="list-style-type: none"> ▪ Long-term capacity for the arts sector is built, including new models of value creation that drive resilience ▪ The arts sector is strengthened by ensuring it is relevant and meets the needs of its current and changing communities.

6.2. The exact activities funded in each subsequent Funding Year will be approved annually via the Agreed Programme and Agreed Budget submitted in accordance with Schedule 3, clause 12.1.

Schedule 2: Reporting and Monitoring

1. Why you need to report

- 1.1. The funds awarded to you under this Agreement are public funds, and we are accountable for ensuring these public funds are managed responsibly and to good effect.
- 1.2. As a crown entity we have legislative requirements to report on the impacts and outcomes of our funding. The reporting requirements outlined in this schedule allow us to do that.
- 1.3. Regular reporting also means we have the most current information, allowing us to advocate on behalf of your organisation and the sector.
- 1.4. We may also use your reporting under this Agreement to monitor delivery against Creative New Zealand's Te Hā o Ngā Toi Māori Arts Strategy, Pacific Arts Strategy, and our strategic priorities.

2. What we monitor

We monitor your performance in several areas:

- Agreed Programme and Agreed Budget
- Investment Feature Outcomes
- Financial and Organisational Health
- (if applicable) Development Goals

2.1. Your Agreed Programme and Agreed Budget

We monitor your performance against your delivery to your Agreed Programme and Agreed Budget, which you submit to us by 20 November of the year prior.

2.2. Investment Feature Outcomes

We monitor your delivery to the outcomes of Creative New Zealand's Investment Strategy (outlined in Schedule 1, Section 6) via your delivery to your Agreed Programme.

2.3. Financial and Organisational Health

We monitor the financial and organisational health of your organisation to ensure you remain viable and maintain the resources required to deliver the Agreed Programme.

2.4. Development Goals

There are no Development Goals associated with this Agreement.

As per Schedule 3, clause 12.9 Creative New Zealand may vary this Agreement by instating a Development Goal for your organisation if an area of improvement is identified. This will not be done without prior consultation with you.

OR

Development Goals are put in place to improve your delivery to the Investment Strategy. Your Development Goals, Measures, and associated milestones and due dates are set out in the following table.

Your Development Goal(s) and measure(s)	Milestone Due Date	Investment Feature
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3. Financial Year End Reporting

- 3.1. The level of Financial Year End Reporting we require from your organisation depends on your organisation's annual expenditure.
- 3.2. Regardless of what level of reporting is required, you are expected to follow good practice financial management, and follow advice from your professional financial adviser/s.
- 3.3. Your Financial Year End Report must be submitted to Creative New Zealand no later than six (6) months following your Financial Year End Date.
- 3.4. If your organisation expends \$1,000,000 or more per year, for two consecutive years, you must provide Creative New Zealand with your Audited Annual Accounts, and an Audit Report. This must be signed by two Board Members (if your organisation is a Charitable Trust).
- 3.5. If your organisation expends between \$500,000 and \$1,000,000 per year, for two consecutive years, you must provide Creative New Zealand with your Annual Accounts that have been either audited or reviewed by a qualified auditor. This must be signed by two Board Members (if your organisation is a Charitable Trust).
- 3.6. If your organisation expends between \$75,000 and \$500,000 per year, for two consecutive years, you must provide Creative New Zealand with your Financial End of Year (EOY) Accounts. This must be signed by at least one authorised representative of your organisation.

4. When and how you need to report

- 4.1. All reporting requirements under this Agreement will be completed in the Creative New Zealand Portal.
- 4.2. Our strategic documents and/or directives from central government/responsible minister(s) may change over time, which may result in changes to your reporting requirements over the course of this Agreement. Any changes will be communicated in advance of a reporting due date.
- 4.3. Detailed guidance and instructions for your reporting requirements will be located on the Creative New Zealand Portal User Guide.
- 4.4. We will communicate with you ahead of every reporting period to ensure you are aware of what is required.
- 4.5. You will need to complete all the required sections for each report at the times set out in the table below. Failure to submit your reports on time and in the correct format, without the prior approval of Creative New Zealand, may result in your report being assessed as not meeting expectations.
- 4.6. As per Schedule 3, clause 12.3, if you fail to submit your reports on time and in the correct format without prior approval, three times during this Agreement, you will be in breach of this Agreement and we may take action under Schedule 3, clause 17.1
- 4.7. Your reporting schedule is as follows:

31/01/2026	Six Month Report: July – December	2025
30/06/2026	Financial Year End Report	2025

Report due no later than	Report	Funding Year
20/11/2022	Programme and Budget	2023
31/01/2023	Six Month Report: July – December	2022
30/06/2023	Financial Year End Report	2022
31/07/2023	Six Month Report: January – June	2023
20/11/2023	Programme and Budget	2024
31/01/2024	Six Month Report: July – December	2023
30/06/2024	Financial Year End Report	2023
31/07/2024	Six Month Report: January – June	2024
20/11/2024	Programme and Budget	2025
31/01/2025	Six Month Report: July – December	2024
30/06/2025	Financial Year End Report	2024
31/07/2025	Six Month Report: January – June	2025

Schedule 3: Standard Terms and Conditions

1. Definitions and interpretations

- 1.1. The definitions used in this Funding Agreement (“Agreement”) are set out in clause 22 of this Schedule (Words used in this Agreement).
- 1.2. The schedules to this Agreement form part of the Agreement.
- 1.3. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, shall constitute one and same Agreement.
- 1.4. The provisions of this Schedule will override any conflicting provision in any schedule to this Agreement, unless expressly stated otherwise.
- 1.5. The parties agree that in this Agreement:
 - a. references to clauses and schedules are to clauses and schedules in this Agreement
 - b. a reference to current legislation, documents or agreements (including this Agreement) includes any future versions
 - c. a reference to a person is not limited to a person, but includes a partnership, a corporate body, an association, or an agency
 - d. a reference to either party to this Agreement includes their executors, administrators, successors, and permitted assigns
 - e. any reference to not being allowed to do something includes not causing some other person or entity to take that action
 - f. headings are a guide only and do not affect the meaning of this Agreement
 - g. “written” or “in writing” includes every way you can present words, figures and symbols in a permanent visible form, including if stored in an electronic form.

2. What this Agreement covers

- 2.1. This agreement is a legally binding contract that applies to Funds we advance you, whether pursuant to the Toi Tōtara Haemata (Tōtara) Programme or other initiatives from time to time.
- 2.2. The provisions of this Agreement and its Schedules are the entire agreement between us, and replace and override any earlier discussions and documents and versions of this Agreement.

3. Term of this Agreement

Regardless of the date or dates of signing, the Funding covers the period from the Start Date to the Funding End Date as described in clause 1 of Schedule 1. Accordingly this Agreement expires on the Agreement End Date when the final Six Month Report and Financial Year End Report has been received by us.

4. Assignment or Charging

You cannot assign this Agreement or dispose of any rights or obligations under it without our prior written consent. You cannot mortgage or charge any of your rights under this Agreement.

5. Amendment

Except for the changes we can make to provisions in clauses 12, 18, 19 and 20, both parties must agree (in writing) to any other change to this Agreement.

6. Disclosing information

You will get our permission before disclosing any provision in this Agreement to a third party other than your professional advisers.

7. Official Information Act

We comply with the provisions of the Official Information Act 1982. Under this Act, we may be required to give information that we hold about you to another person if they ask for it under this Act.

8. Notices

Each party agrees to give any notice in writing and to hand deliver, post, or email such notice to the other party at the addresses for service set out in clause 2 of Schedule 1. If hand delivered, the notice will be acknowledged as received on delivery to the address for service.

If emailed, the notice will be acknowledged as received on the first business day after the notice is emailed. If posted, the notice will be acknowledged as received on the third business day after the notice is posted.

9. Your representations and warranties to us

You represent and warrant to us that you have the power to enter into this Agreement. You also represent and warrant to us that you have all necessary consents to sign and carry out the provisions of this Agreement.

10. When you draw down Funding

- 10.1.** If you continue to meet the terms and conditions set out in this Agreement, we will pay you the Funds in the amount and as set out in this Agreement and in Schedule 1, clause 5 (Drawdown of funds).
- 10.2.** You can draw down Funds from us when:
 - a. you have signed and returned this Agreement to us;
 - b. you have an Agreed Budget and Agreed Programme with us, set within the agreed time frame; and
 - c. you have met any Special Conditions for the drawdown of Funds.
- 10.3.** If you fail to deliver your Agreed Programme without good reason you will be in breach of this Agreement, and we may take actions under clause 17.1.

11. How you agree to use the funds

You will use the Funds as set out in your funding schedules, Agreed Budget, and Agreed Programme.

12. Financial and programme accountability

You agree to:

- 12.1.** provide us a final proposed programme and budget for each Funding Year in the required format by 20 November of the previous year (or another date we agree to).
- 12.2.** provide us with the details of any material change you wish to make to the Agreed Programme or the Agreed Budget. You must get our written consent to any proposed material change before making that change. Our consent to a proposed change will not be withheld unreasonably.
- 12.3.** use the required format to give us Reports by the set dates as specified in Schedule 2 so we can report on the effectiveness of our funding for each Funding Year. Where a report has been submitted after its due date, without prior agreement from Creative New Zealand, three or more times during the term of this Agreement, you will be considered to be in breach of this Agreement and the provisions in clause 17 may apply.
- 12.4.** provide us with your ratified Board Minutes and any updated strategic plan and /or organisational chart (attached via the Creative New Zealand Portal) as part of your reporting submission, or as they become available.
- 12.5.** tell us within two Working Days of your governing board or body resolving or deciding on a matter

that could materially affect the Funding or your continued existence as an entity.

- 12.6.** allow us (where we have deemed this to be necessary as part of our duty to effectively manage public funds), or our delegate, to conduct our own audit of your expenditure in relation to the Funding and Agreed Programme and Budget and to cooperate with any on-site audit and investigations by making available all relevant records and accounts to us, or our delegate.
- 12.7.** allow us to discuss you, or the Programme and Funding with any other agency that funds you; and use your best efforts to gain the necessary consents from individuals required for this.

We agree to:

- 12.8.** discuss the specific requirements we intend to set for you, before putting them in place.
 - 12.9.** seek your agreement before making any changes to specific requirements that apply to you. If we cannot agree on proposed changes, we can make the final decision on the specific requirements that apply to you. If we choose to do so, we must give you reasonable notice of any change and when it will take effect.
 - 12.10.** reimburse actual and reasonable auditor costs arising from clause 12.6.
 - 12.11.** consult with you before discussing your commercially sensitive information with external parties.
- ## 13. Extra or on-going funding
- 13.1.** If we decide to give you Additional Amounts, this does not mean that we are committed to giving you the increased level of funding on an ongoing basis.
 - 13.2.** The provisions of this Agreement do not mean that we will continue to give you funds after this Agreement ends.

14. Our relationship

Both parties to this Agreement will work together to make sure that the Programme and any other initiatives supported under this Agreement are effective, accessible and support the Outcomes outlined in Schedule 2. The parties agree to:

- a. act with honesty and trust
- b. keep communication between each other open and ongoing
- c. work in a collaborative and positive way; and
- d. recognise and respect each other's responsibilities, accountabilities, and independence

15. Your Responsibilities

You agree to meet your obligations set out in this agreement. You will:

- a. Fulfil your requirements as set out in Schedules 1 and 2
- b. promote and celebrate the arts of the diverse cultures of New Zealand and remove barriers to access to the arts for practitioners, participants and attendees
- c. comply with all laws, bylaws, regulations, industry codes of practice, ethical and professional standards and necessary licensing and consent requirements that apply to you and your Approved Programme
- d. give effect to any current Creative New Zealand Policies and use your best efforts to give effect to future Creative New Zealand Policies
- e. acknowledge our Funding by including our most recent logo in all the printed and online material you publish, in line with our conditions of use (on our website at www.creativenz.govt.nz)
- f. acknowledge our Funding as a separate entry in your accounts, or in any note to your accounts
- g. grant us the right in compliance with copyright legislation to use your name and logo, images and extracts of your work in any printed and online material we publish for promotional purposes of either party
- h. give us a minimum of two tickets or entries to any activities in your Agreed Programme (if we ask for it within a reasonable timeframe), or one copy of any publication funded under this Agreement.

16. Our responsibilities

We agree to meet our obligations set out in this Agreement. We will:

- a. respond within five Working Days to any communication from you, or by such later date as we advise you
- b. provide feedback to you as a result of our monitoring of the Agreed Programme
- c. attend or participate in your Agreed Programme where appropriate
- d. from time to time, share with you information on relevant developments in your sector and the wider New Zealand arts sector
- e. encourage, promote and support the arts for the benefit of all New Zealanders

- f. advise you as soon as reasonably practicable of any decisions made by us that may affect your Funding under this Agreement.

17. If you break any provision in this Agreement

- 17.1. If you break any provision in this Agreement and you can fix that breach, we can require you to fix the breach within 10 Working Days. If you fail to fix the breach, or we believe that you are unable to fix the breach, we may:
 - a. require you to pay back some or all of the Funds, except those Funds paid out and used to deliver the Agreed Programme in line with the Agreed Budget
 - b. stop or suspend any future payments
 - c. place you on Active Engagement specifying the reasons, and the provisions of clause 19 will then apply
 - d. notify you that you are On Notice specifying the reasons, and the provisions of clause 20 will then apply
 - e. end this Agreement immediately.
- 17.2. We will decide what action to take and the amount (if any) you must repay. You may not receive further Creative New Zealand funding or capability building support, or partake in Creative New Zealand initiatives, while you are in breach of this Agreement.
- 17.3. We can also take the actions set out in sub clauses 17.1(a)–(e) if a material or adverse change occurs in your position including:
 - a. you become insolvent, have a receiver or liquidator appointed over any of your assets
 - b. you close down your business
 - c. you act illegally or negligently in a way that we reasonably believe will affect the Agreed Programme or our reputation.
- 17.4. If you break this Agreement, we can treat this action as breaking any other agreement you might have with us. This means that we can take the same actions under that other agreement that we may take under this Agreement.

18. Other Actions we can take

- 18.1. Our funding comes from various sources, including from Parliament and under the Gambling Act 2003. If we are told this funding will reduce or stop, we must advise you as soon as reasonably possible that we intend to reduce the Funding, stop the Funding, or end this Agreement.

- 18.2. The actions set out in clause 18.1 may also apply if you get what we consider to be significant funding for the same purpose direct from the Crown.
- 18.3. No action taken by us under clause 17 or clause 18 will limit our power to seek other remedies from you.

19. Active Engagement

- 19.1. We may place you on Active Engagement if we have concerns that you may be facing systemic or material issues in any of your four main areas of operation (quality of delivery of your Approved Programme, delivery to the Investment Strategy features, financial stability, and/or organisational capability).
- 19.2. If we place you on Active Engagement We will:
 - a. meet with you as soon as reasonably practicable to discuss our concerns and the potential consequences for you of Active Engagement status
 - b. support you to take actions to address the concerns, noting that the achievement of improvements in performance remain your responsibility

You will agree to:

- c. notify us in writing within 21 Working Days of receiving our offer of Active Engagement support, of your acceptance of the offer
- d. work with us to prepare and agree a milestone plan within three calendar months of acceptance of your Active Engagement status
- e. accept a variation to this Agreement to implement the required changes to Schedule 2 and Schedule 3 as a result of your milestone plan (including monthly reporting and payments unless otherwise agreed)
- f. meet the terms of the milestone plans within an agreed time frame
- g. allow us to discuss you, the Programme and Funding, or your Active Engagement status with any other agency that funds you and any national and international presenters who have booked tours with you.
- 19.3. If you accept your Active Engagement status, without limiting our rights under this Agreement, we will:
 - a. prioritise you for training and capability building opportunities on a case-by-case basis

- b. meet with you regularly so we can discuss your progress towards Active Engagement milestones
- c. take your Active Engagement status and progress into account in deciding on the outcome of future funding decisions

- 19.4. If you do not accept your Active Engagement status we will, without limiting our rights under this Agreement, put you On Notice and the provision of clause 20 will apply.
- 19.5. If you meet the provisions of clause 19.2 and the reasons for the Active Engagement are addressed, we will let you know when we have removed the Active Engagement status.
- 19.6. If you do not meet the provisions of clause 19.2(d), we will, without limiting our rights under this Agreement, put you On Notice.
- 19.7. If you do not meet the provisions of clause 19.2(e) – (f) or the reasons for the Active Engagement support are not addressed we will, without limiting our rights under this Agreement, stop or suspend future payments until change occurs. If insufficient change occurs to give us confidence about your continued performance, our senior management will meet with you to specify our concerns and fully understand your situation. If the concerns are still not met, we will put you On Notice.
- 19.8. If we place you on Active Engagement, we may discuss you, the Programme and Funding, and/or your Active Engagement status with any other agency that funds you and any national and international presenters who have booked tours with you.

20. On Notice

- 20.1. If we put you On Notice, we will let you know:
 - a. the reasons you have been put On Notice
 - b. the confirmed new end date for this Agreement
 - c. your eligibility for future funding
 - d. your participation/receipt of other funding opportunities until the conclusion of this Agreement, including capability and international opportunities
 - e. reporting requirements until the end of this Agreement (if applicable)
- 20.2. If we put you On Notice, we may discuss you, the Programme and Funding, and/or your On Notice status with any other agency that funds you and any national and international presenters who have booked tours with you.

21. Waiver

- 21.1.** Any failure to or decision to delay or not use any right, power or remedy in this Agreement wholly or partly will not prevent the later use of any such right, power or remedy.
- 21.2.** Any waiver of a breach will only be effective once this has been confirmed in writing and such waiver does not limit the power to take action for any other breach.

Words Used in this Agreement

When used in this Agreement, the following terms have the meaning beside them:

Word(s)	Meaning
Active Engagement	the status we give you under clause 19.1 if we are concerned about any aspect of your operation
Additional Amounts	any extra funds that we may give you during the term of this Agreement, except for funds you get from us under any other agreement
Agreed Budget	your budget that we agree to (and any changes we approve)
Agreed Programme	your programme that we agree to (and any changes we approve)
Authorised Person	a person with the necessary authority to enter into a contract on behalf of their organisation.
Creative New Zealand Portal	Creative New Zealand's secure website where you can prepare and submit applications, reports and other information to Creative New Zealand.
Development Goals	Development Goals set out in Schedule 2 (Reporting and Monitoring), or as amended under this Agreement
Drawdown Schedule	the schedule of payments to you from us as set out in Schedule 1
End Date	the earliest of the date this Agreement is due to end as stated in Schedule 1, the date of termination as set out in an On Notice notification or other Notice of termination or any other date agreed between us as the date the Agreement is to end
Funds/Funding	the amounts from our Arts Council as set out in the Drawdown Schedule that we give you over the Term, including any Additional Amounts.
Funding Period	the period from the Start Date to the Funding End Date as stated in Schedule 1.
Funding Year	a calendar year within the term of this Agreement
GST	Goods and Services Tax as set by section 8(1) of the Goods and Services Tax Act 1985
Investment Strategy	Refers to Creative New Zealand's Investment Strategy Te Ara Whakamua 2018-2023, Pacific Arts Strategy 2018-2023, and Te Hā o Ngā Toi Māori Arts Strategy 2019-2024
On Notice	the status we give you under clause 20.1 if the Arts Council resolves to stop funding you in line with the provisions in clause 20
Programme	your general business operations and programme of activities
Programme and Budget Expectations	the agreed minimum standards that must be included in your Programme and Budget submitted in each Funding Year
Special Conditions	the special conditions applying to your Funding, as set out in clause 3 Schedule 1
Reports	the reports as set out in Schedule 2 (Reporting and Monitoring)
Start Date	the date when this Agreement starts as stated in Schedule 1
Working Day	Monday to Friday (except Public Holidays and regional holidays in Wellington and in the region where you are located)