

Creative New Zealand Grant Agreement

Te Kirimana mō te Putea Tautoko a Toi Aotearoa

INTRODUCTION

This is a legal agreement. It explains what you need to do when you receive a grant from Creative New Zealand.

It applies to you, the project described below, and your use of the grant offered by us to complete that project:

Name	
Description of the project	
Your application number	
Amount of the grant offered to you	
When you will start your project	
When you will finish your project	

Please read this Agreement carefully. If you don't understand or you are unsure about parts of it, ask someone you trust for advice.

If you have any questions or need any help to accept the Agreement, you can contact your **Contact Person**.

Your Contact Person is:	
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What this Agreement includes

This Agreement has seven sections.

1. How this Agreement applies
2. How we will work together
3. What you need to do when you receive a grant
4. What happens if we can't do what we've agreed to do
5. How to accept the grant and what this means
6. Your payment information so we can pay you the grant
7. How to return this Agreement to Creative New Zealand

Completing and returning this Agreement

You have up to 12 months to complete the information we need, sign and return this Agreement to Creative New Zealand.

If you don't send this Agreement back to Creative New Zealand within 12 months, you might not be able to receive your grant.

Once you have read all the terms of this Agreement, and you agree to the terms, you can accept this Agreement by **signing at section 5. Follow the instructions under section 6 and section 7 to return this Agreement to us.**

1. HOW THIS AGREEMENT APPLIES

1.1 Payment of the grant

- a. We will pay your grant into the bank account that you give Creative New Zealand under section 7 of this Agreement. Please remember to fill in the details.
- b. Creative New Zealand doesn't usually pay grants more than 3 months before your project starts.
- c. Please give Creative New Zealand your GST number, if you are registered for GST, so we can add this to your grant.
- d. You are responsible for paying any taxes relating to this grant.

1.2 Using the grant

- a. You can only use the grant for the project you submitted in your original application (under the listed application number).
- b. If any of the details change from your original application, you need to discuss this with Creative New Zealand as soon as possible. We will decide if we can still offer you the grant and let you know in writing.
- c. The project must be completed within the start and finish dates that are listed. If these details change, you need to let Creative New Zealand know.
- d. The start and finish dates of your project must be within a 12 month period. If your project is going to take longer than 12 months, or you are late getting started, please let Creative New Zealand know why and we can consider giving you more time to finish it.
- e. If you have been offered a smaller grant than you requested, we might ask you to send us a new budget.

- f. Make sure you let Creative New Zealand know if any of your contact details change.

2. HOW WE WILL WORK TOGETHER

2.1 Our values

Under this Agreement, we both agree to:

- act with honesty and in good faith
- keep communication between each other open and ongoing
- work in a collaborative and positive way
- recognise and respect each other's responsibilities, accountabilities and independence
- encourage quality and innovative outcomes.

2.2 If a disagreement happens

Both Creative New Zealand and you agree that, if a disagreement happens between us to do with this Agreement, we will try to find a solution by talking with each other in good faith. If we can't agree on a solution in a reasonable amount of time, Creative New Zealand will ask an independent mediator to help solve the problem.

2.3 Legal relationship between you and Creative New Zealand

This Agreement between you and Creative New Zealand is only about your project as described in section 1. It does not mean we are creating an ongoing partnership, joint venture, employee–employer relationship, or a relationship where Creative New Zealand or yourself can make decisions on behalf of the other.

3. WHAT YOU NEED TO DO WHEN YOU RECEIVE A GRANT

3.1 Make sure you understand your legal responsibilities when you receive a grant and get advice from someone you trust, if you need to

- a. **General responsibilities:** Your project must meet all New Zealand laws, bylaws, regulations, industry codes of practice, ethical and professional standards, as well as any licensing and consent requirements that apply to you and your project.
- b. **Health and safety requirements:** You must make sure you understand, and your project meets, all New Zealand health and safety laws, regulations, industry codes of practice and that you apply best operating

procedures. You agree that you may be responsible for other people who are involved with your project.

- c. **Protection of young people and vulnerable adults:** If your project means you must follow the law under the Children's Act 2014, you agree you will do so including having in place a child protection policy. You also agree to complete appropriate safety checks for existing and new children's workers who you employ or engage.

3.2 Record keeping and reporting responsibilities

- a. You will keep records to show how your grant money was spent.
- b. You will also keep records to show how health and safety requirements and child protection and vulnerable persons requirements (if appropriate) were met.
- c. When you have finished your project, you will complete a report telling Creative New Zealand about it. This needs to be sent through the Creative New Zealand Portal no later than 8 weeks after your project completion date. You can find more information about the Portal in the Portal User Guide: <https://portalhelp.creativenz.govt.nz/help/report>.
- d. In your report, you will need to tell Creative New Zealand:
 - how your project went
 - who was involved
 - financial information
 - any additional support information you might like to share about the project.

3.3 Creative New Zealand's right to check records

- a. Creative New Zealand can ask for the records and report mentioned under section 3.2 and should be able to see them at any time that is reasonable.
- b. The reason for keeping full and accurate records is because your grant is funded by public money and Creative New Zealand has a responsibility to make sure this money is being used well. The report you send Creative New Zealand when you finish your project helps us to understand the benefits of the project to New Zealanders.
- c. If we share this information with others, it will not identify who you are unless you agree we can do this.

- d. If we think we need to, we can ask an independent financial auditor to review your financial information. If this happens, it would be at our expense, but you must provide the auditor with any information they might ask to see.
- e. If we still haven't received your completion report more than 12 weeks after your project is finished, we will describe your project as a '**Default Event**'. This means that:
 - a permanent note will be added to your electronic file history
 - any current or upcoming grants won't be paid to you until your report is received
 - you won't be able to apply for any more grants or other opportunities for at least 6 months after we receive your report
 - we might ask you to repay your grant
 - we might ask a debt collection agency to get back the grant plus collection costs from you.
- f. You must hold on to your records and report even after this Agreement has ended. We may still ask you for these records and the report even after this Agreement has ended.

3.4 Acknowledgment of Creative New Zealand funding

- a. You need to acknowledge Creative New Zealand in all your marketing, promotional activities and published materials that are a result of, or about, your project. This might include things such as advertisements, media releases, posters, books, music scores, film credits, catalogues and album covers.
- b. If you are holding an event and you or someone connected to your project is providing a speech, they need to acknowledge Creative New Zealand. This might include things like openings of festivals, book launches or exhibitions.
- c. If your project is part of a programme of activities, Creative New Zealand should be acknowledged specifically for your project as part of the bigger programme.
- d. You will find guidelines about acknowledging Creative New Zealand support on our website: www.creativenz.govt.nz/about-creative-new-zealand/logos.

- e. If you need help with acknowledging Creative New Zealand's support, please contact your **Contact Person** whose contact details are at the beginning of this agreement.

3.5 Creative New Zealand's publicity rights

- a. You agree that we can publish your name, a description of your project and the amount of your grant. We may also include a short description of and extracts from the project in our media releases and publications including on our website.
- b. If your project is a ticketed event, you need to offer Creative New Zealand a minimum of two complimentary tickets.

3.6 Assignment and people involved

- a. You can't transfer this grant or your rights and responsibilities as outlined in this Agreement to anyone else unless Creative New Zealand agrees in writing.
- b. You will let Creative New Zealand know if anyone listed in your application is no longer involved in the project. If you are a company, partnership or any other incorporated or unincorporated organisation, this includes anyone responsible for managing or governing it.

3.7 Official Information Act responsibilities

As a Crown entity, we comply with the Official Information Act 1982 and may need to share information we hold about you with another person, if they ask for it under this Act.

4. WHAT HAPPENS IF WE CAN'T DO WHAT WE'VE AGREED TO DO

4.1 Force Majeure

- a. Sometimes an event may occur outside of your or Creative New Zealand's control that neither of us could have reasonably expected to happen. Sometimes such an event may stop us from being able to do what we said we would do under this Agreement. This is known as a '**Force Majeure**' event.
- b. Force Majeure events include things like fire, earthquakes and floods as well as pandemics, government restrictions and acts of war.
- c. Force Majeure events do not include:

- things that happen that could have been avoided by having good planning or safeguards, whether by yourself or other people you are responsible for under this Agreement; or
 - a lack of funds in any way, including becoming insolvent or bankrupt.
- d. You or Creative New Zealand will not be expected to complete the responsibilities of this Agreement if either of you are affected by a Force Majeure event, while that event is taking place.
- e. If you or Creative New Zealand experience a Force Majeure event, we must: let each other know as soon as possible, explain what the Force Majeure event is, how it affects our Agreement including any parts that might not be able to be completed or met, and how long this might go on for.
- f. Whichever person is claiming Force Majeure must do everything they can to reduce the impact on the other, including keeping them up to date about what steps have been taken and are planned. They must try to meet the requirements in this Agreement as much as possible.
- g. Once the Force Majeure event has ended, the project needs to begin again within 3 months. If restarting will take longer than this, Creative New Zealand might ask that an extra Agreement is made or, if the project cannot be restarted or completed, that the grant be refunded.

4.2 Default Event

- a. In the 'Creative New Zealand's right to check records' section of this Agreement, we explained what a '**Default Event**' is.
- b. In addition to this, a '**Default Event**' may also occur:
- at any time Creative New Zealand believes you are not meeting any of your responsibilities under this Agreement
 - if you behave in a way that Creative New Zealand believes reflects or could reflect badly on Creative New Zealand, including potentially damaging Creative New Zealand's reputation
 - if you abandon or state your intention to abandon the project.
- c. If a Default Event occurs, we will tell you and give you 14 days to fix it.
- d. If you do not fix it within this time, we might:
- stop your grant for this project or any other project or opportunity we are funding you for
 - cancel this Agreement

- ask you to repay your grant
 - ask a debt collection agency to get back the grant and any collection costs from you.
- e. If a Default Event occurs, we will include a permanent note in your electronic file history that this happened.
- f. You won't be able to receive any other grants or apply for any more grants or opportunities for at least 6 months after you have resolved the Default Event.

4.3 Termination

If Creative New Zealand cancels this Agreement because what you have agreed to do has not occurred, this will not end any responsibilities you might still have to Creative New Zealand, including record keeping and reporting.

5. HOW TO ACCEPT THE GRANT AND WHAT THIS MEANS

5.1 How to accept

- a. You can accept this Agreement by signing in the space provided at section 5.4 of this Agreement.
- b. You can do this by:
- i. signing the Agreement electronically on Adobe Acrobat Reader and emailing the Agreement back to us; or
 - ii. printing the Agreement, signing it with a pen, and scanning and emailing the Agreement back to us.
- c. If you are under 18 years old when you sign this Agreement, you must also have it signed by an adult who you have known for more than 12 months.
- d. The address for returning the Agreement to Creative New Zealand is listed under section 7 of this Agreement.
- e. If you need to, you can download Adobe Acrobat Reader from the Adobe website: <https://get.adobe.com/reader>.
- f. If you need help with signing this Agreement, please contact your **Contact Person** whose contact details are at the beginning of this agreement.

5.2 What you are agreeing to

When you sign this Agreement, you:

- a. agree to all the terms of this Agreement and any extra requirements that might have been included in the email that came with this Agreement

- b. agree you are responsible for meeting the requirements of this Agreement
- c. agree you are not receiving funding for the same project from another funder. If we think this might have happened, you agree we can share information with other funders to check
- d. agree that, if you have received a previous Creative New Zealand grant, you have completed everything we asked you to do
- e. agree that you or anyone else listed in your application for funding has not been convicted of a crime involving fraud or dishonesty in the past seven years or is an undischarged bankrupt. If you are a company, partnership or any other incorporated or unincorporated organisation, this includes anyone responsible for managing or governing it.

5.3 What you are confirming

When you sign this Agreement, you also confirm that now and in the future:

- a. all the information you share with Creative New Zealand is true and complete
- b. you have and will hold the rights, licences and all consents required to enable the project to be completed. This might include permission to film in a public place or the right to access private property
- c. completing the project will not break or ignore the rights of copyright, rights of privacy, moral rights or any other rights of another person or group. Your project will not include anything that is offensive or insulting to others.

5.4 Signature

Your signature to confirm you agree to the terms and accept this Agreement

Signature	
Date	
Full name	

6. YOUR PAYMENT INFORMATION SO WE CAN PAY YOU THE GRANT

Please provide us with the following information so we can pay you the grant.

Your contact details

Your full and legal name	
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The proof must include:

- the GST number
- the registered name of the person or entity.

The proof can be one of:

- a letter from IRD regarding a GST matter
- a copy of the latest GST return
- a printout, print screen or image capture from MyIR identifying GST as a tax type registered.

Payment can't be made unless you give us all the information required.

You don't need to provide proof of GST registration if you aren't GST registered.

7. HOW TO RETURN THIS AGREEMENT TO CREATIVE NEW ZEALAND

When you have signed this Agreement at section 5, filled in your payment details at section 6, and added all the information we need, please send a signed copy back to Creative New Zealand:

- **by email to:** funding@creativenz.govt.nz
- **or post to:** Funding Services, Creative New Zealand, PO Box 1425, Shortland Street, Auckland 1140.