



**MINISTRY OF BUSINESS,  
INNOVATION & EMPLOYMENT**  
HĪKINA WHAKATUTUKI



# The New Zealand Science Media Centre Funding Agreement

*Between*

**Contractor name**

*And*

**The Ministry of Business, Innovation and  
Employment**

*Contract number*

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# FUNDING AGREEMENT

## DATED

**BETWEEN**        **The Sovereign in right of New Zealand**, acting by and through Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation & Employment and Chief Executive of the Ministry of Business, Innovation and Employment ("**the Ministry**")

**AND**                [insert Contractor name] (the "**Contractor**")  
together referred to as the "**Parties**".

## Background

- A. The Ministry is responsible for implementing the Government's "A Nation of Curious Minds – A National Strategic Plan for Science in Society". Supporting initiatives are funded from Vote Business, Science and Innovation: "Science in Society" Appropriation, including a Science Media Centre.
- B. The New Zealand Science Media Centre is a unique part of the Research, Science and Innovation (RSI) and media system in New Zealand, and the current programme has proven to be effective, trusted and globally connected. [\[Evaluation Report\]](#).
- C. The New Zealand Science Media Centre:
- a. fulfils a crucial need to provide accurate, evidence based information to the media. It does this through offering a trusted and independent programme, linking scientists and researchers to journalists;
  - b. facilitates a wider visibility of Mātauranga Māori and Kaupapa Māori research;
  - c. ensures our research and media voices reflect our diverse population, and
  - d. is a member of the International Science Media Centre network and a signatory to the network's Science Media Centre Charter and upholds the Charters principles.
- D. The Contractor has applied for funding to deliver and host the New Zealand Science Media Centre. The New Zealand Science Media Centre will facilitate and strengthen links between the media and the science community.
- E. The purpose of this Agreement is to:
- a. set out the terms under which Funding is provided to the Contractor;
  - b. recognise that the Parties to this Agreement have a mutual goal of delivering the New Zealand Science Media Centre Objectives;
  - c. deal with any change in the deliverables, outcomes or risks to potential achievement of outcomes of the delivery of the New Zealand Science Media Centre Work Programme; and
  - d. ensure that the Ministry can get information about the delivery of the New Zealand Science Media Centre's Work Programme from the Contractor.

# 1. Definitions

1.1. In this Agreement, the following definitions apply, unless the context otherwise requires:

**Advisory Group** means a group of independent advisors, which comprise representatives from the media and research sectors.

**Business Day** means any day other than a Saturday, Sunday, any public holiday within the meaning of section 44 of the Holidays Act 2003, and the period from 27 December to 31 December (inclusive) each year.

**Committed Funds** means funding that has been spent with a third party or that the Contractor has contractually agreed to spend with a third party for the purpose of delivering and operating the New Zealand Science Media Centre and the Contractor, after using reasonable endeavours, is unable to secure a refund or release from its obligation to the third party in relation to that funding.

**Confidential Information** means any information that is disclosed to the Contractor by or on behalf of the Ministry in connection with this Agreement and that the Ministry notifies the Contractor is confidential or that would reasonably be expected to be confidential.

**End Date** means the end date of this Agreement as specified in Schedule 1, or the date that the Agreement is terminated (whichever is the earlier).

**Funding** means the funding amount paid or payable to the Contractor as set out in Schedule 2, and interest earned by the Contractor on the above amounts.

**GST** means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

**Intellectual Property Rights** includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trademarks and designs, circuit layouts, plant varieties, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity anywhere in the world and Intellectual Property has a corresponding meaning.

**Implementation Plan** means a description of how the New Zealand Science Media Centre Work Programme will be delivered to achieve the Objectives of the New Zealand Science Media Centre as outlined in the Terms of Reference as set out in Annex 1. This plan will provide for continuity of the delivery of the programme from 1 July 2022.

**Key Performance Indicators** means the defined quantifiable measures used to assess how well the Contractor is performing in delivery of the New Zealand Science Media Work Programme as set out in Schedule 5.

**Minister** means the Minister of Research, Science and Innovation.

**New Zealand Science Media Centre** means a work programme, to facilitate and strengthen links between the media and the science community which is supported by the New Zealand Government through the Ministry as part of a set of initiatives to implement the Government's "A Nation of Curious Minds – A National Strategic Plan for Science in Society" (the Plan), funded from Vote Business, Science and Innovation: Science in Society Appropriation.

**New Zealand Science Media Centre Work Programme** means an agreement entered into by the Parties in respect of a Work Programme, which details the deliverables and performance expectations of the New Zealand Science Media Centre under this Agreement in the form set out in Schedule 4 of this Agreement.

**Notice** means a notice given in accordance with clause 22.

**Objectives** mean the objectives and outcomes, as set out in Schedule 4.

**Parties** mean both the Ministry and the Contractor.

**Payments** means the payments as set out in Schedule 2 of this Agreement.

**Reports** means any reports the Contractor is required to provide under this Agreement, including those required under clause 8 and Schedule 5 of this Agreement.

**Start Date** means the start date of this Agreement as specified in Schedule 1.

**Terms of Reference** means the description of the background, objectives and operation of the New Zealand Science Media Centre Work Programme as set out in Annex 1.

**Uncommitted Funds** means any Funding that is not Committed.

- 1.2. In this Agreement, unless the context requires otherwise:
- 1.2.1. the singular includes the plural and vice versa;
  - 1.2.2. clause and other headings are for ease of reference only and will not affect the interpretation of this Agreement;
  - 1.2.3. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
  - 1.2.4. references to a person includes a company, body of persons (corporate or unincorporated associations or partnerships), government department or municipal authority;
  - 1.2.5. references to a Party to this Agreement include that Party's successors and permitted assignees;
  - 1.2.6. any obligation not to do anything also constitutes an obligation not to suffer or permit or cause that thing to be done;
  - 1.2.7. including and similar words do not imply any limitations;
  - 1.2.8. where a payment or other obligation is due on a day that is not a Business Day, that payment or other obligation shall be deemed to be due on the Business Day immediately following; and
  - 1.2.9. any reference to any statute or regulation is a reference to that statute or those regulations as amended or replaced from time to time.

## 2. Term

- 2.1. This Agreement commences on the Start Date, and unless terminated earlier in accordance with this Agreement, will continue until the End Date (as set out in Schedule 1).

## 3. Relationship Management

- 3.1. Each Party will perform their obligations and exercise their rights under this Agreement in good faith and encourage open and honest communication and mutual trust and cooperation at all levels of the relationship between the Parties.
- 3.2. Each Party will maintain the appointment of suitably experienced staff in the roles of Relationship Manager and will notify the other Party of a change of Relationship Manager.
- 3.3. Relationship meetings will be held as required from time to time. Meetings will be attended by relevant staff of the Ministry and the Contractor. The primary focus of these meetings will be to discuss strategic issues, including reporting requirements, content of reports submitted under this Agreement, achievements of objectives, trends, priorities for the next year and any performance issues or risks. The Ministry will use its best endeavours to ensure one meeting will be held twelve months prior to the End Date of this Agreement.
- 3.4. The Contractor must, to the extent practicable, advise the Ministry about:

- 3.4.1. any issue affecting the Contractor relating to this Agreement that is likely to attract external attention or represent potential risk to the Government; and
  - 3.4.2. the content of any significant public communication relating to this Agreement .
- 3.5. The Ministry will, where appropriate, advise the Contractor of any decision made by the Ministry, any Minister of the Crown or the Government that may significantly affect the Contractor.

## 4. Ministry's Obligations

- 4.1. Subject to the terms and conditions of this Agreement, the Ministry will pay to the Contractor the Payments as set out in Schedule 2. Payments are conditional upon the Contractor meeting its obligations under this Agreement.
- 4.2. The Ministry will provide the Payments in accordance with the payment schedule set out in Schedule 2.
- 4.3. All Payments under this Agreement exclude GST. Where applicable, GST will be added to Payments made by the Ministry to the Contractor.
- 4.4. The Ministry may change the Payments to give effect to any changes in an appropriation or reprioritisation approved by the Government or the Minister, provided that the Ministry will first consult with the Contractor prior to any such changes and the Ministry will use best endeavours to ensure that any changes to the Payments will not result in the Contractor breaching its obligation under this Agreement or its contractual obligations. Where changes to Payments are made, the Parties will do anything necessary to give effect to those changes, including by entering into a variation in accordance with clause 21 of this Agreement.

## 5. Contractor's Obligations

- 5.1. The Contractor will perform the role of the host to deliver and operate the New Zealand Science Media Centre and enable the delivery of the New Zealand Science Media Centre Work Programme as set out in Schedule 4 of this Agreement.
- 5.2. The Contractor will use all reasonable endeavours to maximise achievement of the Objectives.
- 5.3. The Contractor will use the Funding only:
  - 5.3.1. for the costs that meet the intent of the New Zealand Science Media Centre incurred between the Start Date and the End Date;
  - 5.3.2. to deliver the New Zealand Science Media Centre in accordance with the New Zealand Science Media Centre Work Programme set out in Schedule 4;
  - 5.3.3. to meet Performance Management and Reporting Requirements;
  - 5.3.4. to carry out activities that are reasonably necessary to deliver a New Zealand Science Media Centre;
  - 5.3.5. to meet the Contractor's reasonable costs of providing access, information, and reports to the Ministry if the Ministry undertakes an audit as set out in clauses 8.1, 8.6 and 8.7, or an evaluation as set out in clause 8.5; and
  - 5.3.6. to carry out the any other activities directly relating to the New Zealand Science Media Centre as agreed between the Parties.

- 5.4. The Contractor must allocate the Funding promptly and efficiently, with reasonable skill and care using suitably skilled, experienced and qualified personnel, in accordance with:
  - 5.4.1. this Agreement;
  - 5.4.2. all applicable laws, regulations, rules and professional codes of conduct or practice; and
  - 5.4.3. the Ministry's reasonable directions.
- 5.5. The Contractor will acknowledge, as appropriate, provision of Payments made by the Ministry.
- 5.6. The Contractor will appoint and use an independent Advisory Group to provide strategic guidance and editorial oversight for the New Zealand Science Media Centre. The Advisory Group will be responsible for hearing and resolving any public complaints concerning the New Zealand Science Media Centre.

## 6. Cash Management

- 6.1. The Contractor will ensure that all Funding is retained as set out in Schedule 2.
- 6.2. The Contractor acknowledges that it holds the Funding on trust for the Ministry and will take all necessary steps to identify the Funding as such, including:
  - 6.2.1. maintaining an appropriate financial management system to ensure that the Funding is separately identified and managed within its accounts; and
  - 6.2.2. the Contractor must ensure that the Funding is only used in accordance with this Agreement and no Funding is used to pay for the Contractor's performance.
- 6.3. At the End Date of this Agreement, all Funding may carry forward into any subsequent agreement between the Ministry and the Contractor for the Funding or at the Ministry's sole discretion be handled as otherwise directed by the Ministry which may include the Ministry directing the Contractor to refund to the Ministry:
  - 6.3.1. all Funding in respect of this Agreement, provided that the Ministry will use all reasonable endeavours to distribute the Funding in accordance with any Funding Contracts in force at the date of termination.
- 6.4. The Contractor's obligations under this Agreement are intended to be fully funded by the Funding. Accordingly, if the Contractor wishes to supplement the Funding with any other moneys it may only do so with the Ministry's prior written consent.
- 6.5. Other than the Payments detailed in this Agreement, no cost or expense incurred by the Contractor in performing its obligations or exercising its rights under this Agreement is chargeable to the Ministry.
- 6.6. When funding non-government organisations, this must be in accordance with the Office of the Auditor General's good practice guide titled "Principles to Underpin Management by Public Entities of Funding to Non-Government Organisations".

## 7. Information And Records

- 7.1. The Contractor will promptly provide the Ministry with true, accurate and complete information relating to this Agreement that the Ministry requests from time to time, during the Term and for a period of up to seven years after the termination or expiry of the Agreement.

- 7.2. The Contractor must maintain true and accurate records in connection with the Agreement sufficient to enable the Ministry to meet its obligations under the Public Finance Act 1989 and the Public Records Act 2005 and retain such records for at least seven years after termination or expiry of the Agreement.

## 8. Reporting Requirements And Performance Management

- 8.1. The Contractor must appoint a reputable firm of chartered accountants as auditors to audit, as part of the annual audit of the Contractor's financial statements, its receipt of any Funding, allocation and distribution of any Funding, and associated processes.
- 8.2. The Contractor will provide the Ministry with the documentation and reports referred to in Schedule 5 on or before the dates set out in Schedule 5, together with any additional reports required under the Agreement. From time to time, the Ministry will notify the Contractor of its requirements regarding the format and content of the reporting required under this Agreement and the Contractor will comply with these requirements.
- 8.3. All reports provided in accordance with this Agreement must contain the information required, be clear, concise, accurate and up to date, meet the Ministry's format requirements notified to the Contractor sufficiently in advance. Any report of the Contractor containing financial information must be prepared in accordance with generally accepted accounting practices. Financial reports in respect of Funding will be prepared exclusive of GST.
- 8.4. The Ministry will provide the Contractor with written feedback on the reports.
- 8.5. The Ministry may require periodic evaluations of any aspect of the Contractor's performance under this Agreement, including the Contractor's effectiveness and meeting the Objectives.
- 8.6. Without prejudice to its obligations under this Agreement, the Contractor will permit the Ministry or its authorised representative (in any case the Auditor) on at least 5 Business Days' prior written Notice from time to time, until seven years after the termination or expiry of this Agreement, to have access to the Contractor's premises, officers and/or personnel in order to examine any records, documents or information relating to this Agreement, and ask for and receive explanations in respect of the Contractor's obligations under this Agreement, to the extent necessary for the Auditor to satisfy itself that the Contractor's obligations under this Agreement and any contractual terms, regulations, statutory provisions and the like affecting the Ministry and relating to this Agreement have been and are being complied with. Access to the Contractor's premises will be granted to the Auditor at any time during which the premises are ordinarily open for business. The Contractor must fully co-operate with the Auditor, and ensure its officers and personnel do the same. The Auditor must comply with the Contractor's reasonable security requirements when conducting the audit.
- 8.7. The Ministry will use its best endeavours to ensure that any audit carried out under clause 8.6 minimises:
- 8.7.1. disruption to the Contractor; and
  - 8.7.2. overlap with any other audit and/or review that has been carried out in respect of the Contractor's use of the Funding.

## 9. Tax

- 9.1. The Contractor is responsible for all taxes, duties and charges that may arise in connection with this Agreement, including GST and income tax, and all penalties thereon.



## 10. Intellectual Property

- 10.1. Except as set out in clause 10.2, the Ministry will not obtain any Intellectual Property Rights in relation to anything created or provided by the Contractor in the course of the performance of this Agreement.
- 10.2. The Contractor grants or must obtain for the Ministry, at no charge, a non-exclusive, transferable, sub-licensable, perpetual, royalty-free, fully-paid, irrevocable licence for the Ministry to use (which includes copying, modifying, developing, disseminating, marketing, assigning or licensing) as it thinks fit any Intellectual Property Rights in anything created by or provided to the Ministry by or on behalf of the Contractor under this Agreement (including any third party's Intellectual Property Rights incorporated in anything provided to the Ministry by or on behalf of the Contractor under this Agreement).
- 10.3. The Contractor must ensure that the rights, including the Intellectual Property Rights, of any person are not infringed by the Contractor in the course of performing this Agreement.

## 11. Access To Publications And Data

- 11.1. If any Government policy on access to publications and data is approved during the Term, both Parties will work together to agree an implementation plan covering implementation by the Contractor of any relevant aspects of the approved Government policy.

## 12. Confidentiality

- 12.1. The Contractor must:
  - 12.1.1. keep the Confidential Information confidential at all times;
  - 12.1.2. not disclose any Confidential Information to any person other than its employees or contractors to whom disclosure is necessary for purposes of this Agreement;
  - 12.1.3. effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons; and
  - 12.1.4. ensure that any employees or contractors to whom it discloses the Confidential Information are aware of, and comply with, this clause.
- 12.2. The obligations of confidentiality in this Agreement do not apply to any disclosure of Confidential Information:
  - 12.2.1. to the extent that such disclosure is expressly necessary for the purposes of this Agreement;
  - 12.2.2. required by law; or
  - 12.2.3. where the information has become public other than through a breach of the obligation of confidentiality in clause 12.1 by the Contractor, or its employees or contractors; or
  - 12.2.4. where the information was disclosed to the Contractor on a non-confidential basis by a third party.
- 12.3. Nothing in clause 12.12 prevents the Ministry from disclosing the Contractor's confidential information to the Minister, any department, office or agency of the New Zealand Government (including their servants and agents and any Crown Entities).

- 12.4. Regardless of any other provision of this Agreement, the Contractor acknowledges that information contained in, provided under or relating to this Agreement may be official information under the Official Information Act 1982 and, in accordance with that Act, such information may be released to the public. The Contractor will provide timely advice and assistance to the Ministry to enable it to respond to any Official Information Act requests relevant to this Agreement.

## 13. Termination

- 13.1. The Ministry may terminate all or any part of this Agreement immediately on written Notice to the Contractor if the Contractor:
- 13.1.1. commits or is likely to commit a material breach of the terms and conditions of this Agreement which is not capable of being remedied;
  - 13.1.2. commits or is likely to commit a material breach of this Agreement that is capable of being remedied, but fails to remedy the breach to the Ministry's satisfaction within any reasonable time specified by the Ministry in a Notice;
  - 13.1.3. fraudulently misuses or misappropriates any part of any Funding or engages in misleading or deceptive conduct;
  - 13.1.4. ceases to conduct any substantial part of its business; is or is deemed to be unable to pay its debts as they fall due; becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors; has any of its assets subject to any form of seizure; goes into liquidation, either voluntary or compulsory; has a receiver, administrator or any similar officer appointed; is wound-up; or suffers any analogous event; or
  - 13.1.5. the Government reduces, stops, or freezes funding to the Ministry.

## 14. Effect Of Termination

- 14.1. Termination of this Agreement is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.
- 14.2. On termination of this Agreement the Ministry may require the Contractor to refund to the Ministry all or any part of the Funding, provided that if the Ministry requires payment of Committed Funds under this clause, the Ministry will use all reasonable endeavours to distribute those Committed Funds in accordance with the Contractor's agreements.
- 14.3. If this Agreement is terminated under clause 13.1.3 the Ministry may require the Contractor to return all Funding paid up to the date of termination under this Agreement, together with interest on all sums due, which will be charged on a daily basis at a rate that is the same as the credit and debit rate that is charged by Inland Revenue on each day on which interest is charged by the Ministry. Interest will apply from the date on which the Contractor received the Payments from the Ministry to the date the Contractor returns the money, or set off the amount against any payment to be made to the Contractor under any other contract, existing or future, with the Ministry.

## 15. Misuse

- 15.1. Without limiting any other rights contained in this Agreement, if any Funding is stolen, misused or misappropriated, the Contractor must notify the Ministry and take such action to recover that money as the Ministry directs.

## 16. Dispute Resolution

- 16.1. If any dispute arises between the Parties in relation to this Agreement, then a Party may give notice in accordance with clause 22.1 to the other Party of the initiation of the dispute resolution process set out in clauses 16.2 to 16.4.
- 16.2. The Parties will attempt in good faith to settle the dispute amicably.
- 16.3. If the Parties cannot settle the dispute amicably within 10 Business Days of Notice being given, they will refer it to the Parties' senior managers for resolution; and if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties may refer the dispute to mediation.
- 16.4. If the Parties agree to attend mediation, they will agree upon a mediator, or failing agreement within 5 Business Days of the Notice regarding mediation, a mediator will be nominated, on the application of a party, by the Chair of Resolution Institute or their nominee.
- 16.5. Each Party will pay its own costs under this clause.

## 17. Hand-over

- 17.1. The Contractor will 12 months before the End Date of the Agreement, or if the Agreement is terminated, provide support as the Ministry requests to close down the New Zealand Science Media Centre Work Programme or transfer the New Zealand Science Media Centre to the Ministry or an alternative provider as determined by the Ministry (Hand-Over Services). The Hand-Over Services include, as determined by the Ministry:
  - 17.1.1. promptly assisting the Ministry to prepare a transition plan specifying the tasks to be performed by each Party to enable the orderly closure of the New Zealand Science Media Centre Work Programme or transition of the New Zealand Science Media Centre and the timeframes for the performance of such tasks;
  - 17.1.2. assignment or novation of any contracts in place in respect of the New Zealand Science Media Centre (including those that relate to the New Zealand Science Media Centre Work Programme) to the Ministry or another party, at the Ministry's direction;
  - 17.1.3. providing the Ministry with reasonable resources and assistance necessary for the closure or transition;
  - 17.1.4. providing reasonable assistance to acquire and/or transfer (where applicable) rights to access and use third party software, facilities, equipment, documentation, licences, Intellectual Property Rights and other resources previously used by the Contractor to operate the New Zealand Science Media Centre;
  - 17.1.5. providing copies of all data, procedures and other information that the Contractor generated as part of providing the New Zealand Science Media Centre;
  - 17.1.6. providing a final financial report.
- 17.2. Hand-over services will, as required by the Ministry, be provided for a reasonable period prior to the date of closure or transfer and for a reasonable period thereafter.

## 18. Warranties

- 18.1. Each Party warrants to the other Party that it:
  - 18.1.1. has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with its terms; and
  - 18.1.2. will act lawfully with respect to all matters relating to this Agreement.

18.2. The Contractor warrants that:

- 18.2.1. as at the date of this Agreement, it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency or administration in relation to the Contractor;
- 18.2.2. all information provided by it to the Ministry in connection with this Agreement will, at the time it is provided, be true, complete and accurate in all material respects; and
- 18.2.3. it is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry to enter into this Agreement.

## 19. Impact On The Crown

- 19.1. The Contractor will take all reasonable steps to avoid any situation that might reflect adversely on the Crown or compromise the Crown's standing or integrity.

## 20. No Conflicts

- 20.1. The Contractor must make all reasonable endeavours to ensure that no interest of the Contractor creates an actual, potential or perceived conflict of interest in relation to the performance of its obligations under this Agreement. However, if such an issue arises, the Contractor must immediately disclose the conflict to the Ministry and take such reasonable steps as the Ministry requires to resolve or manage the conflict.

## 21. Liability

- 21.1. Subject to clause 21.3, neither Party is liable to the other for any loss of profit, revenue or opportunity or for any indirect loss (meaning loss that does not arise in the ordinary course as a direct, natural or probable consequence of the act or omission complained of) arising under or in connection with this Agreement.
- 21.2. Subject to clause 21.1 and 21.3, each Party's liability to the other under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise will, except in the case of fraud, recklessness or intentional wrong, be limited in aggregate to the total amount of the Payments paid or payable by the Ministry under this Agreement.
- 21.3. The Contractor indemnifies the Ministry against any claim, liability, or expense (including, without limitation, legal fees, costs, and disbursements) ("loss") brought or threatened against, or incurred by the Ministry, arising directly or indirectly from a breach of this Agreement, negligence, or wilful misconduct by the Contractor, except to the extent that loss arises out of an act or omission by the Ministry.

## 22. Variations

- 22.1. No variation of this Agreement, will be effective and binding on the Parties unless made in writing and signed by the Parties.

## 23. Notices

- 23.1. Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or post to the Parties' respective addresses as set out in clause 22.2. Any notice is deemed to be received:
- 23.1.1. if personally delivered, when delivered;
  - 23.1.2. if posted, three Business Days after posting; or
  - 23.1.3. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error;
  - 23.1.4. provided that any notice received after 5pm or on a day which is not a Business Day is deemed not to have been received until the next Business Day.
- 23.2. The Parties' address for Notices is:
- 23.2.1. In respect of the Ministry, Notices will be sent to:
 

**Manager – Specialised Investments, Science System Investment Performance**  
Ministry of Business, Innovation and Employment  
PO Box 1473, Wellington 6140

Notices given by email will be to the Ministry's Relationship Manager.
  - 23.2.2. In respect of the Contractor, Notices will be sent to:
 

**Executive Director**  
Notices given by email will be to the Contractor's Relationship Manager.

## 24. No Employment Relationship

- 24.1. This Agreement does not create a relationship between the Parties of employer and employee, principal and agent, partners, or joint ventures.
- 24.2. The Contractor will not lead any person to believe that remuneration for work or any other payment received by that person in relation to the Funding is met directly by the Ministry.

## 25. Entire Agreement

- 25.1. This Agreement, represents the entire contract between the Parties and supersedes and extinguishes all prior agreements, discussions, and arrangements between the Parties that relate to the subject matter contained in this Agreement.

## 26. Force Majeure

- 26.1. No Party will be liable for any delay or default due to natural calamities, acts or demands of government or any government agency, wars, riots, strikes, floods, accidents or any other unforeseen cause beyond its control and not due to that Party's or those Parties' fault or neglect (Force Majeure Event).

- 26.2. If an event described in clause 25.1 occurs, in which resources employed in this Agreement are required for public good purposes in relation to the event, the Parties will negotiate a reasonable variation to this Agreement to take account of the diversion of resources.

## 27. Partial Invalidity

- 27.1. The illegality, invalidity, or unenforceability of a provision of this Agreement under any law, will not affect the legality, validity, or enforceability of any other provision of this Agreement.
- 27.2. If any clause of this Agreement is held to be illegal, invalid or unenforceable, the illegal, invalid or unenforceable clause will be replaced with a clause which, as far as possible, accomplishes the original purpose of the clause.

## 28. Assignment

- 28.1. The rights and obligations of the Contractor under this Agreement are personal to the Contractor and may only be assigned, delegated or subcontracted with the prior approval in writing of the Ministry (which may be given, declined, or given subject to conditions, at the Ministry's sole discretion). In all cases where the Ministry has given its consent, the Contractor will ensure that the terms of any subcontracts or assignments are consistent with this Agreement. The Contractor remains liable for performance of its obligations under this Agreement and any approved assignment, subcontracting or delegation.

## 29. Waivers

- 29.1. A waiver by either Party of any rights arising from any breach of any term of this Agreement will not be a continuing waiver of any other rights arising from any other breaches of the same or other terms or conditions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or remedy in this Agreement will operate as a waiver. No single or partial exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy. A waiver will only be effective if provided in writing.

## 30. Counterparts

- 30.1. This Agreement may be signed in any number of counterparts and provided that each Party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.

## 31. Third Party Benefits Excluded

- 31.1. Except as expressly provided in this Agreement, this Agreement will not and is not intended to confer any benefit on or create any obligation enforceable by any person not a Party to this Agreement.

## 32. Survival Of Clauses

- 32.1. The termination or expiry of this Agreement will not affect any provision intended to have continuing effect, including clause 5 (Contractor's Obligations), 7 (Information and Records), 8 (Reporting Requirements and Performance Management), 9 (Tax), 10 (Intellectual Property), 11 (Access to Publications and Data ), 12 (Confidentiality), 14 (Effect of Termination), 16 (Dispute Resolution), 20 (Liability), 22 (Notices), 28 (Waivers) 31 (Survival of Clauses) and 32 (Governing Law).

## 33. Governing Law

- 33.1. This Agreement will be governed by and construed in accordance with the laws of New Zealand, and the Parties submit to the jurisdiction of the Courts of New Zealand.

TEMPLATE

## 34. Execution

Signed on behalf of the **Contractor** – (Contractor) by its authorised signatory:

Name: \_\_\_\_\_

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

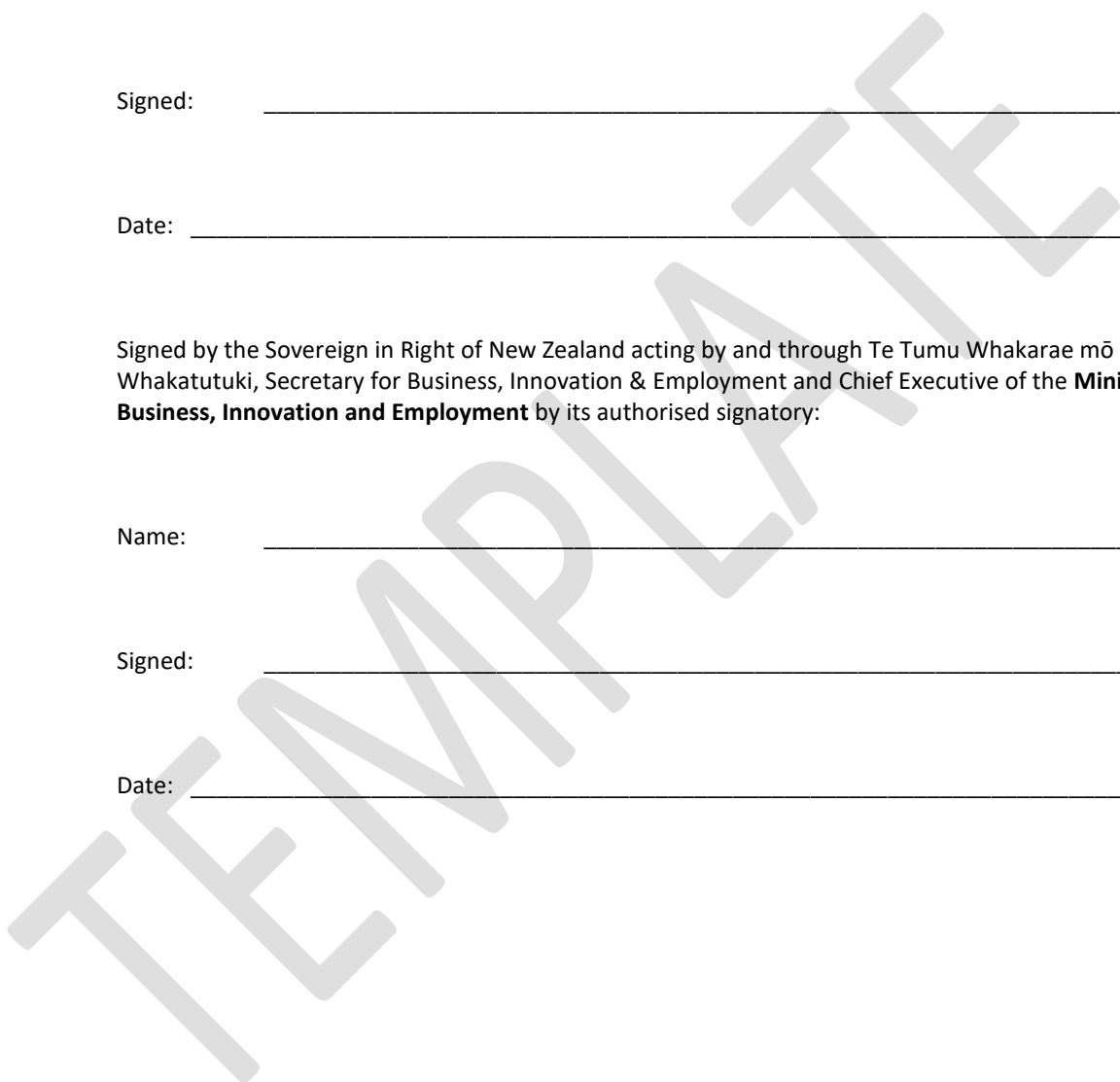
Date: \_\_\_\_\_

Signed by the Sovereign in Right of New Zealand acting by and through Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation & Employment and Chief Executive of the **Ministry of Business, Innovation and Employment** by its authorised signatory:

Name: \_\_\_\_\_

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

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





## Schedule 1 – Agreement Details

The New Zealand Science Media Centre	
Contract Number	
Start Date	
End Date	
Total Annual Funding (GST Exclusive)	
Contractor	
Contractor's Contract Manager	
Contact email:	
Contact Phone	

## Schedule 2 – Payment Schedule

Payments Commence July 2022 Payments cease April 2027	
BANK ACCOUNT DETAILS	
ACCOUNT NAME	
Payment Frequency Quarterly (20 Equal Payments in Total)	Payment Amount Excluding GST \$000,000
Year Total 2022/23	
Year Total 2023/24	
Year Total 2024/25	
Year Total 2025/26	
Year Total 2026/27	
TOTAL	

## Schedule 3 – Implementation Plan

The Implementation Plan will be taken from the Contractors proposal as submitted and accepted by the Ministry. This plan will provide for continuity for the delivery of the Science Media Centre’s Work Programme from 1 July 2022.

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## Schedule 4 – New Zealand Science Media Centre Work Programme

This Work Programme will detail the deliverables and performance expectations of the New Zealand Science Media Centre as agreed by the Parties. The Work Programme will be designed to meet the requirements outlined in the Terms of Reference. The Objectives as set out in the Terms of Reference are repeated below:

1. Work with the media to enhance the quality, depth and breadth of coverage of science related topics, particularly coverage of New Zealand RSI.
2. Ensure research, including Mātauranga Māori and Kaupapa Māori research, is able to be accessed by the media through meaningful and usable avenues.
3. Enable scientists, researchers and research organisations to work effectively with media by providing resources and training.
4. Encourage responsible and evidence based science news reporting from journalists by providing resources and training.
5. Maintain networks and manage relationships between the key components of the science system, including Māori researchers and Māori organisations, and Māori media.

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## Schedule 5 – Reporting and Key Performance Indicators

Report	Due Date	Required Content
Annual Report to the Ministry for the full year (*)	Annually Due 31 August	<b>Activity:</b>
		High level summaries of significant activities during the reporting period (1 July to 30 June), including: <ul style="list-style-type: none"> <li>• a narrative on the overall performance of the New Zealand Science Media Centre</li> <li>• Progress against the milestones as set out in the Work Programme</li> <li>• any key personnel changes</li> </ul>
		<b>Financials (including prior year comparison):</b>
		<ul style="list-style-type: none"> <li>• Total costs incurred and revenue received by the New Zealand Science Media Centre categorised</li> <li>• Total Overhead costs categorised</li> <li>• Opening and closing cash balances for the funding (broken down by Committed and Uncommitted Funds)</li> <li>• Funding and interest income, other income</li> </ul>
		<b>Statistical Information (including prior year comparison):</b>
		Statistics showing the following for the reporting period and forecast performance of the next reporting period: <ul style="list-style-type: none"> <li>• The number of media enquiries responded to by the New Zealand Science Media Centre, the number of the New Zealand Science Media Centre media items and the number of papers/resources accessed.</li> <li>• The number of journalists registered for embargoed access to scientific papers.</li> <li>• Website statistics for the New Zealand Science Media Centre website showing the number of unique page visitors, page views and average time spent viewing the website.</li> <li>• Statistics above together with results for the previous three years or longer where appropriate.</li> </ul> <b>SCIMEX</b> <ul style="list-style-type: none"> <li>• website traffic by New Zealand registered users</li> <li>• Number of articles and papers featured on Scimex compared to the previous five years</li> <li>• Number of Māori related listings in the new Scimex indigenous research category</li> </ul>
<b>Performance Indicators:</b>		
<ul style="list-style-type: none"> <li>• A brief description against performance indicators that demonstrate progress as outlined below.</li> </ul>		

Report	Due Date	Required Content
		<b>Annual Work Plan</b> <ul style="list-style-type: none"> <li>Brief forecast plan for the next year covering July 1-June 30 – a high level summary of any expected significant changes to the way the work programme is managed, including future activities being considered.</li> </ul>
		<b>Complaints</b> <ul style="list-style-type: none"> <li>Number of complaints received and a brief description of what they concerned and how they were resolved.</li> </ul>
Strategic Plan	27 Jan 2023  1 July 2025	<ul style="list-style-type: none"> <li>A strategic plan to provide a comprehensive view of how the New Zealand Science Media Centre functions including the capacity and capability to recognise and adapt to changing media and communication needs in an agile way.</li> <li>The strategic plan will be refreshed in 2025.</li> <li>A strategic plan should not be more than 500 words.</li> </ul>
Implementation Report	29 October 2022	<p>The Implementation Report should not be more than 1000 words.</p> <p>Refer Special Condition Schedule 6</p>

For those reports marked with an asterisk (\*) the recipient of a Report is “the Ministry only”, Contractor will not provide a copy of the Report to any other person or entity without the Ministry’s written consent. From time to time, the Ministry will provide guidance to Contractor regarding the format and content of the reporting required under this Agreement.

## Key Performance Indicators

Key Performance Indicators will be negotiated during the pre-contract period and are likely to include the following:

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Performance Area	Performance Indicators	Annual Performance Measures
Public Awareness (Media coverage of newsworthy RSI)	1. Media outlets throughout New Zealand, including non-mainstream media, use the New Zealand Science Media Centre and experts as facilitated by the Centre in their science coverage.	Number of the New Zealand Science Media Centre outputs (expert reactions, Q&As, Scimex/Picks tip sheets, media query replies) compared to the previous five years.  High-level analysis of media outlets using the New Zealand Science Media Centre programme compared to the previous five years.
Accessibility	2. Registered journalists have timely access to scientific information for use in media reporting.	Number of registered journalists  Scimex – website traffic by New Zealand registered users  Number of New Zealand articles and papers featured on Scimex compared to the previous five years.  Number of Māori related listings in the new Scimex indigenous research category.
Capability	3. Researchers communicate science effectively via the media.  4. Journalists are confident covering a broader range of science-related issues, and in particular Mātauranga Māori and Kaupapa Māori Research.  5. Journalists to produce responsible and insightful science news reporting and analysis that is relevant to the New Zealand public, using a range of mechanisms, including training.	Results of a biennial survey of researchers and journalists.  Number of participants in the New Zealand Science Media Centre SAVVY and other training activities compared to the previous five years.  Details and numbers of the New Zealand Science Media Centre newsroom workshops and other development activities.
Collaboration (Connectivity)	6. The New Zealand Science Media Centre fosters linkages and cooperation between science organisations and the media.	The Science Media Centre expert database – number of records updated  Increased linkages between Māori researchers and the media.
Diversity	7. Improved information access to diverse communities with inequitable access to RSI reporting.	Number of surveyed journalists confident in reporting on Mātauranga Māori and Kaupapa Maori Research news.
Independence	8. The New Zealand Science Media Centre will operate as an editorially and operationally independent unit responsible for its own strategic direction, operational matters and its communications and branding activities.	Number of surveyed journalists and researchers confident in the New Zealand Science Media Centre's independence.  The New Zealand Science Media Centre will remain a signatory to the Global Charter of Science Media Centres.



## Schedule 6 – Special Conditions

### Interim Implementation Report

The Contractor must provide a one off Interim Implementation Report. The report is due by 29 October 2022 and must provide confirmation of successful delivery of the Implementation Plan for the organisational and service arrangements applicable from 1 July 2022.

The report must outline:

- How the Work Programme is being delivered by the New Zealand Science Media Centre,
- Operational arrangements including any staff appointments,
- What independent advisory functions are in place, and
- Any operational risks or concerns.

The Ministry will discuss this report with the Contractor and may require further information.

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# Annex 1 –Terms Of Reference: The New Zealand Science Media Centre

## OBJECTIVES

The Ministry of Business Innovation and Employment (the Ministry) is responsible for implementing the Government’s “A Nation of Curious Minds – A National Strategic Plan for Science in Society” . Initiatives supporting the Plan are funded from Vote Business, Science and Innovation: Science in Society Appropriation, which includes the New Zealand Science Media Centre (NZSMC). The NZSMC will contribute to the outcomes set out in the Plan, by facilitating and strengthening links between the media and the science community.

While the NZSMC does not operate at the media/public interface directly, the expected impact from the NZSMC’s activities includes:

- Increased public awareness about the role Research, Science and Innovation (RSI) can play in society.
- An informed public when new science issues emerge.
- Improved public access to New Zealand science content.
- Increased public visibility of Mātauranga Māori and Kaupapa Māori research.
- Improved information access to diverse communities with inequitable access to science reporting.
- Informed public debate on RSI issues; and
- Enhanced connections between media and Kaupapa Māori researchers in RSI.

The NZSMC will work inclusively with Māori media and Māori researchers in support of Kaupapa Māori principles across all objectives.

### The Objectives are to:

1. Work with the media to enhance the quality, depth and breadth of coverage of science related topics, particularly coverage of New Zealand RSI.
2. Ensure research, including Mātauranga Māori and Kaupapa Māori research, is able to be accessed by the media through meaningful and usable avenues.
3. Enable scientists, researchers and research organisations to work effectively with media by providing resources and training.
4. Encourage responsible and evidence based science news reporting from journalists by providing resources and training.
5. Maintain networks and manage relationships between the key components of the science system, including Māori researchers and Māori organisations, and Māori media.

### **The NZSMC will achieve the Objectives above by:**

- Providing a first port of call for media requesting RSI information related to science.
- Proactively providing timely information and material on RSI.
- Working to develop RSI reporting capability within the New Zealand media.
- Assisting scientists, researchers and research organisation to become better able to deal with the media's queries, and to communicate their science effectively, using a range of mechanisms.
- Assisting journalists to produce responsible and insightful science news reporting and analysis.
- Establishing and maintaining networks and managing relationships between the key components of the science system and media.

## **NEW ZEALAND SCIENCE MEDIA'S OPERATION**

### **Scope:**

- The NZSMC will assess the needs of the media and the science community, including Māori media, researchers and research organisations, and identify ways to improve their respective capabilities and linkages. It will structure its operations to ensure these improvements can be made.
- The focus of the NZSMC will be solely upon matters related to RSI.
- The NZSMC will primarily deal with New Zealand based RSI. International RSI can be included where there is relevance to New Zealand.
- The NZSMC must add unique value over and above the activity already occurring within the RSI sector.
- The NZSMC may co-ordinate, facilitate, enhance and/or complement but not duplicate the communication activities undertaken by other science based organisations.
- The NZSMC will not provide a service for the public, or for the education community, although some resources will be able to be accessed and used by them.
- The NZSMC will provide training and resources to assist researchers, scientists and their institutions to become better able to deal with the media's queries, to communicate their science effectively.

### **Operating Principles:**

- The NZSMC will not take any particular standpoint or position RSI issues.
- The NZSMC will not lobby on behalf of the government or the RSI sector.
- The NZSMC will be neutral in matters of policy and politics. It will not act in a way that could reasonably be perceived to be supporting or opposing any aspect of government policy or any other issues subject to political debate.
- The NZSMC will be open and transparent about its funding sources.
- The NZSMC will operate to the highest ethical standards.
- The NZSMC will operate in a way that is responsive and transparent.

- These principles will apply to the NZSMC and any other activities funded by the NZSMC.
- The Host must ensure that the NZSMC gives effect to The Treaty of Waitangi/Te Tiriti o Waitangi (Te Tiriti) through its work programme and activities.
- The Host must ensure that the NZSMC, as a signatory to the Global SMC Charter, is able to abide by the principles of the Charter.

### **Independence:**

- The NZSMC will operate as an editorially and operationally independent unit (where hosted by another organisation) or organisation responsible for its own strategic direction, operational matters and its communications and branding activities.
- The Host's name and brand will not form any part of the activity that relates to the NZSMC and the NZSMC should not form part of the Host's operations.
- The manager of the NZSMC will report to the chief executive or nominee of the Host.
- In its work the NZSMC will be editorially independent from: the Ministry, and any other government agency; the host (if any); and from any organisation that funds, provides content to or in any way supports the NZSMC.
- Reflecting that public funds are invested in the NZSMC, the Host will be accountable to the Ministry for the efficient operation of the NZSMC.
- The NZSMC will ensure it does not appear to favour any particular medium, media outlet/s or institution/s.
- The NZSMC will use an independent Advisory Group to help provide strategic guidance and editorial oversight for the NZSMC. Arrangements for operating the Advisory Group are determined by the Host but may not extend to directing the operations of the NZSMC.
- The Advisory Group will be responsible for hearing and resolving any public complaints concerning the NZSMC. The Host will be informed of any complaint received.
- The NZSMC may draw on expertise from the Host organisation or elsewhere in the RSI sector.

### **Annual Work Plan**

The NZSMC will operate in line with its Work Programme as approved by the Ministry annually.

July 2022