



Unlocking Curious Minds – Funding Agreement

DATED

BETWEEN **THE SOVEREIGN** in right of New Zealand acting by and through the Ministry of Business, Innovation & Employment (“the **Ministry**”)

AND **[FULL LEGAL NAME OR FULL NAME OF NATURAL PERSON]** of [address] (“the **Recipient**”)

BACKGROUND

The Ministry is responsible for administering the “Unlocking Curious Minds contestable fund”, a programme under *A Nation of Curious Minds – He Whenua Hihiri I Te Mahara* – a National Strategic Plan for Science in Society (the Plan). The Recipient has submitted an application for a **[insert type of grant – local or regional/national]** grant under that programme, to assist with the costs of carrying out a project to lift engagement with science and technology for harder-to-reach groups of New Zealanders. The Ministry has approved the Recipient’s application and agrees to contribute to the costs of the project by providing funding from the Engaging New Zealanders with Science and Technology appropriation.

AGREEMENT

The Ministry will pay the Funding to the Recipient, and the Recipient accepts the Funding, on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Standard Terms and Conditions).

Signed for and on behalf of **THE SOVEREIGN** in right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation & Employment or their authorised delegate:

Name and Title

Signature

Date: _____

Signed for and on behalf of **[FULL NAME OF RECIPIENT]** by:

Name and Title

Signature

Date: _____

Schedule 1 – Details

1. Project (Clause 1.1, Schedule 2)

The Recipient will carry out the following Project:

[insert short title], as further described in the Project Plan, as attached at Appendix 1, which includes the Recipient's application for funding and includes any updates or amendments agreed with the Ministry (the "Project Plan").

2. Start Date (Clause 1.1, Schedule 2)

[Insert date]

3. End date (Clause 1.1, Schedule 2)

[insert date]

4. Funding (Clause 1.1 and 2, Schedule 2)

[Use the text below only for local grants or those regional grants with a total contract value up to and including \$30,000 (excl. GST) – delete if not]

The sum of **[insert amount]** (GST exclusive), will be paid by the last day of the month following the date both parties sign this Agreement and received by the Ministry.

[Use the text below only for regional/national grants above \$30,000 (excl. GST) – delete if not]

The sum of **[insert total amount]**, payable in instalments on the payment dates set out below, subject to completion of the relevant Project deliverables to the Ministry's satisfaction:

Amount (GST exclusive)	Project deliverables	Expected date
\$ [Insert amount of instalment (50% of total)]	Agreement signed by both parties and received by the Ministry.	By the last day of the month following the date this Agreement is signed by both parties and received by the Ministry.
\$ [Insert amount of instalment (40% of total)]	Satisfactory Project progress as indicated in the Recipient's progress report due 30 September 2020 as set out in clause 6 of Schedule 1.	By the last day of the month following the date the Recipient's progress report is approved by the Ministry.
\$ [Insert amount of instalment (10% of total)]	Satisfactory Project completion as indicated in the Recipient's final report, as set out in clause 6 of Schedule 1.	By the last day of the month following the date the Recipient's final report is approved by the Ministry.

Additional Terms (*Clause 2.3, Schedule 2*)

In addition to carrying out the Project in accordance with the conditions in Schedule 2 of this Agreement, the Recipient must:

- (a) ensure it carries out the Project in a safe manner that avoids any health or safety risk or harm to people and avoids, mitigates or manages any health and safety risks to property,
- (b) publicise the Project in accordance with communications and branding guidelines provided by the Ministry.

5. Data/information to be Collected, Reporting and Publicity (*Clauses 2.3 and 5, Schedule 2*)

Data to be collected

- 6.1 If directed by the Ministry, the Recipient will assist the Ministry to collect survey data and information from participants involved in the Project, to indicate the results and impact of the Project on their level of engagement (attitudinal and behavioural) with science and technology, in accordance with the Ministry's evaluation framework for the Plan. The Ministry and Recipient will work together to ensure that the Privacy Act 1993 and other requirements are complied with in any such collection.

Reports to be provided by the Recipient

- 6.2 The Recipient must provide a progress report by 30 September 2020 and a final report within 30 Business Days of the End Date.

Content of Reports

- 6.3 The progress report must include:
- (a) status of the project to date, against the project overview and project details contained in the Project Plan;
 - (b) a summary of income received (including details of Co-funding) and expenditure incurred for the Project to date, compared to the Project budget set out in the Project Plan. Any variances will be explained;
 - (c) plans for the next reporting period;
 - (d) any problems arising or expected to arise with the Project or this Agreement (including any delays or expected delays in delivering the projects); and
 - (e) any other information requested by the Ministry.
- 6.4 The final report must include:

(a) a description of the completed Project, against the project overview and project details contained in the Project Plan including:

- i. the numbers of participants in the projects, broken down by school attended, gender, age range and other demographic factors (e.g. Maori, Pasifika, from low decile school, outside school system, from rural community);
- ii. evidence of impact including the results of surveying of participants;
- iii. a high-level list of activities completed as part of the Project in chronological order;
- iv. engagement activities with science and/or technology completed by the participants including the supply of at least one 'story' for publication on the Curious Minds website (see <http://www.curiousminds.nz/stories/> for examples) and links to online and social media channels established for the project;
- v. tools and resources used to deliver the projects;
- vi. details of science and/or technology expertise used in the project, including the names, titles, expertise area and organisations of professionals used (if any);
- vii. details of any other collaborators in the project; and
- viii. any other information requested by the Ministry.

(b) a summary of income received (including details of Co-funding) and expenditure incurred for the Project, compared against the Project budget set out in the Project Plan. Any variances will be explained;

(c) an assessment of the results and success of the Project, including:

- i. whether the target group was reached, and if so, how that was achieved, or if not, what were the barriers;
- ii. the level of engagement from the science and/or technology sector (where applicable);
- iii. elements of the Project design that worked well and lessons learnt;
- iv. the extent to which the original aim of the Project and results (as set out in the Project Plan) were achieved;
- v. the extent to which the Project was successful and how this was measured; and
- vi. any other information requested by the Ministry.

6. Public Statements (Clause 8.4, Schedule 2)

Where the Ministry is making public statements about the Project, it will use the public statement described in the Project Plan details provided under clause 8.4, Schedule 2, and following reference to the Recipient may make public statements about the progress and results of the Project provided in the Recipient's reporting.

7. Trust (clause 9.5, Schedule 2)

[If the recipient is a trust- insert the trust name in here]

8. Address for Notices (clause 12.5, Schedule 2)

Ministry:	Recipient:
Ministry of Business, Innovation & Employment 15 Stout Street PO Box 1473 WELLINGTON Email: helen.sillars@mbie.govt.nz Attention: Helen Sillars	[Insert name] [Insert physical and postal address] E-mail: [Insert details] Attention: [Insert details]

Schedule 2 – Standard Terms and Conditions

1. Interpretation

1.1 In this Agreement, the following terms have the following meanings:

“**Agreement**” means this agreement, including the cover page and Schedules 1 and 2.

“**Business Day**” means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003;

“**Co-funding**” means cash and in-kind co-funding to be invested by the Recipient or third party to assist with the costs of the Project, as detailed in the Recipient’s Project Plan attached as Appendix 1.

“**Start Date**” means the commencement date of the Project, as set out in Schedule 1 or, if no commencement date is set out, the date of this Agreement.

“**End Date**” means the date the Project ends, as set out in Schedule 1.

“**Confidential Information**” includes all information and data (in any form) concerning the organisation, administration, operation, business, clients, finance, and methods of the Ministry, including any information provided by the Ministry under or in connection with this Agreement;

“**Funding**” means the total funding amount payable by the Ministry to the Recipient as set out in Schedule 1;

“**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 trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity;

“**Parties**” means the Ministry and the Recipient and their respective successors and permitted assigns;

“**Plan**” means the strategic plan issued by the Government in July 2014 known as *A Nation of Curious Minds*, which can be accessed at <http://www.curiousminds.nz/assets/Uploads/science-in-society-plan-PDF.pdf>

“**Project**” means the project described in Schedule 1;

“**Project Deliverables**” means the project deliverables (if any) set out in Schedule 1 which must be completed by the Recipient before a Funding payment is made by the Ministry.

1.2 References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.

1.3 The headings in this Agreement are for convenience only and have no legal effect.

1.4 The singular includes the plural and vice versa.

1.5 “Including” and similar words do not imply any limitation.

1.6 References to a statute include references to that statute as amended or replaced from time to time.

1.7 Monetary references are references to New Zealand currency.

1.8 If there is any conflict of meaning between the Details Section and these Standard Terms and Conditions, these terms will prevail.

2. Funding

2.1 The Ministry must pay the Funding at the rate and in the manner set out in Schedule 1. The Funding is the total amount payable by the Ministry for the Project.

2.2 The Recipient must use the Funding only to carry out the Project in accordance with this Agreement and its application submitted to the Ministry.

2.3 In consideration of the Funding, the Recipient must:

(a) complete each Project Deliverable (if any) by the relevant date set out in clause 4, Schedule 1;

(b) complete the Project to the Ministry’s satisfaction by the End Date;

(c) carry out the Project
(i) in accordance with the best currently accepted principles and practice applicable to the field(s) of expertise relating to the Project; and

(ii) in accordance with all applicable laws (including the Employment Relations Act 2000, the Immigration Act 2009 and the Health and Safety at Work Act 2015), ethics approvals (where applicable), regulations, rules and professional codes of conduct or practice; and

(iii) to meet the objective and outcomes and applicable criteria of the Unlocking Curious Minds contestable fund;

(iv) in compliance with any additional terms set out in Schedule 1;

(d) ensure that (where the Recipient is in receipt of a regional/national grant):

- (i) the Co-funding is committed and used in accordance with the Project Plan; and
 - (ii) the Ministry's Funding does not exceed 80% of the total costs of the Project (including cash and in-kind costs); and
 - (iii) in the instance the Ministry's Funding exceeds 80% of the total costs of the Project (including cash and in-kind costs), refund to the Ministry an amount to make the amount of Ministry Funding retained not exceed 80% of the total costs of the Project (including cash and in-kind costs);
- (e) refund any unspent Funding to the Ministry within 10 Business Days of the End Date.
- 2.4 Where all of the monies received by the Recipient to carry out the Project (including the Funding) exceeds the total cost of the Project, the Recipient must refund to the Ministry the excess amount of the monies received by the Recipient to carry out the Project. However, the Recipient is not required to refund, under this clause 2.4, any amount that exceeds the total amount of Funding.
- 3. Project Progress**
- 3.1 If:
- (a) the Ministry is not satisfied with the progress of the Project;
 - (b) the Ministry believes on reasonable grounds that the project is not being carried out in accordance with this Agreement or the Recipient's Project Plan;
 - (c) the Recipient does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which, in the Ministry's opinion, may damage the business or reputation of the Ministry; or
 - (d) the Recipient breaches any of its obligations under this Agreement,
- the Ministry may (without limiting its other remedies):
- (e) renegotiate this Agreement with the Recipient; or
 - (f) terminate this Agreement immediately by notice to the Recipient, and clause 4.5 will apply.
- 4. Term and Termination**
- 4.1 Subject to clauses 4.2 and 4.3, this Agreement will commence on the Start Date and expire when:
- (a) the final report is completed and provided to the Ministry; and
 - (b) the Project is completed, to the satisfaction of the Ministry.
- 4.2 If the government reduces, stops, or freezes funding to the Ministry relating to this Agreement (including through a change in Government policy or reprioritisation or change in appropriation approved by the Government, Minister or Ministry), the Ministry may, on giving at least 20 Business Days' written notice to the Recipient, terminate all or any part of this Agreement.
- 4.3 The Ministry may terminate this Agreement immediately by giving notice to the Recipient, if the Recipient:
- (a) is in breach of any of its obligations under this Agreement and that breach is not capable of being remedied;
 - (b) fails to remedy any breach of its obligations under this Agreement within 5 Business Days of receipt of notice of the breach from the Ministry;
 - (c) does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
 - (d) has given or gives any information to the Ministry which is misleading or inaccurate in any material respect; or
 - (e) becomes insolvent, bankrupt or subject to any form of insolvency action or administration.
- 4.4 Termination of this Agreement is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.
- 4.5 On termination of this Agreement, the Ministry may (without limiting any of its other rights or remedies):
- (a) require the Recipient to provide evidence of how the Funding has been spent; and/or
 - (b) require the Recipient to refund to the Ministry:

- (i) any of the Funding that has not been spent or committed by the Recipient. For the purposes of this clause, Funding is committed where it has been provided or promised to a third party for the purpose of carrying out the Project and the Recipient, after using reasonable endeavours, is unable to secure a refund or release from that promise (as the case may be); or
 - (ii) the proportion of the Funding that equates to the uncompleted part of the Project, as reasonably determined by the Ministry; and/or
 - (c) if the Funding has been misused, or misappropriated, by the Recipient, require the Recipient to refund all Funding paid up to the date of termination, together with interest at the rate of 10% per annum from the date the Recipient was paid the money to the date the Recipient returns the money.
- 4.6 The provisions of this Agreement relating to termination (clause 4), audit and record-keeping (clause 5.2(b), (c) and (d)), warranties (clause 6), intellectual property (clause 7), confidentiality (clause 8), and liability and insurance (clause 9) will continue after the expiry or termination of this Agreement.

5. Reporting Requirements and Audit

- 5.1 The Recipient must report on the progress of the Project to the Ministry:
- (a) as set out in Schedule 1;
 - (b) as otherwise reasonably required by the Ministry; and
 - (c) in any format and on any medium reasonably required by the Ministry.
- 5.2 The Recipient must:
- (a) maintain true and accurate records in connection with the use of the Funding and the carrying out of the Project sufficient to enable the Ministry to meet its obligations under the Public Finance Act 1989 and retain such records for at least 7 years after termination or expiry of this Agreement;
 - (b) permit the Ministry, at the Ministry's expense, to inspect or audit (using an auditor nominated by the Ministry), from time to time until 7 years after termination or expiry of this Agreement, all records relevant to this Agreement, including audit of the Recipient's financial statements, its receipt of any Funding, allocation, use and distribution of any Funding, and associated processes;

- (c) allow the Ministry reasonable access to the Recipient's premises or other premises where the Project is being carried out; and
- (d) if an audit under clause 5.2(b) reveals any material non-compliance with this Agreement, bear all of the Ministry's costs in carrying out that audit, in addition to any other rights and remedies the Ministry may have in respect of the non-compliance.

6. Warranties

- 6.1 Each Party warrants to the other Party that it 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 this Agreement's terms.
- 6.2 The Recipient warrants that:
- (a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency administration in relation to the Recipient;
 - (b) all information provided by it to the Ministry in connection with this Agreement was, at the time it was provided, true, complete and accurate in all material respects; and
 - (c) 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 whether to provide the Funding.

7. Intellectual Property

- 7.1 The Intellectual Property Rights of the parties in the following materials (including any modification, enhancement or derivative work of those materials) remain the property of the current owner, regardless of its use in anything created or provided by the Recipient in carrying out its obligations under this Agreement:
- (a) materials that existed prior to the date of this Agreement; and
 - (b) materials that were developed independently of this Agreement.
- 7.2 New Intellectual Property. All Intellectual Property Rights in relation to anything created or provided to the Ministry by the Recipient in carrying out its obligations under this Agreement (including any reports the Recipient is required to provide to the Ministry under this Agreement) will be owned by the Recipient from the date the Intellectual Property Rights are created or developed.

7.3 The Recipient grants or must obtain for the Ministry, at no charge, a non-exclusive, transferable, perpetual, royalty-free, irrevocable worldwide licence for the Ministry for use (which includes copying, modifying, developing, disseminating, marketing, assigning or licensing) relating to the outcomes of the Plan, any Intellectual Property Rights in anything created or provided to the Ministry by the Recipient in carrying out its obligations under this Agreement (including any third party's Intellectual Property Rights incorporated in anything provided to the Ministry by the Recipient under this Agreement).

7.4 The Recipient must ensure that the rights, including the Intellectual Property Rights, of any person are not infringed by the Recipient in the course of performing this Agreement or by the Recipient's provision of anything under this Agreement or by the Ministry's use of anything provided under this Agreement in accordance with the licence at clause 7.3 of this Schedule.

8. Confidentiality, no surprises and media statements

8.1 The Recipient must:

- (a) keep the Confidential Information confidential at all times;
- (b) not disclose any Confidential Information to any person other than its employees or contractors to whom disclosure is necessary for purposes of the Project or this Agreement;
- (c) effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons; and
- (d) ensure that any employees or contractors to whom it discloses the Confidential information are aware of, and comply with, the provisions of this clause 8.

8.2 The obligations of confidentiality in clause 8.1 do not apply to any disclosure of Confidential Information:

- (a) to the extent that such disclosure is necessary for the purposes of completing the Project;
- (b) required by law; or
- (c) where the information has become public other than through a breach of the obligation of confidentiality in this clause 8 by the Recipient, or its employees or contractors, or was disclosed to a Party on a non-confidential basis by a third party.

8.3 In addition to the specific reporting requirements under this Agreement, the Recipient must, to the extent practicable, ensure that the Ministry is adequately advised in advance about:

- a) any issue affecting the Recipient relating to this Agreement, or the Project that is likely to attract external attention or represent potential reputational or other risk to the Government; and
- b) the content of any significant public communication relating to this Agreement.

8.4 The Ministry may (without further reference to or consultation with the Recipient) make public the following information: the name of any Recipient, the names of others participating in the Project, the title and description of the Project as set out in clause 1 of Schedule 1, the total amount of funding applied for; the total amount of Funding, the timing of the Project, the public statement provided in the Project Plan and the fact that the Project has been funded.

8.5 The Recipient will comply with any guidance issued by the Ministry when making public statements about the Project, the Funding, or any aspect related to the Project or Funding.

8.6 The Recipient will acknowledge, as appropriate, provision of Funding by the Ministry.

8.7 Regardless of any other provision of this Agreement, the Recipient 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 Recipient will provide timely advice and assistance to the Ministry to enable it to respond to any Official Information Act requests relating to this Agreement.

9 Liability and Insurance

9.1 The Ministry is not liable for any loss of profit, loss of revenue or other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement.

9.2 The maximum liability of the Ministry under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if the Project had been carried out in accordance with this Agreement.

- 9.3 The Recipient (including its employees, agents, and contractors, if any) is not an employee, agent or partner of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to meet any of the Recipient's obligations under the Health and Safety at Work Act 2015 or to pay to the Recipient:
- (a) holiday pay, sick pay or any other payment under the Holidays Act 2003; or
 - (b) redundancy or any other form of severance pay; or
 - (c) taxes or levies, including any levies under the Accident Compensation Act 2001.
- 9.4 The Recipient indemnifies the Ministry against any claim, liability, loss or expense (including legal fees on a solicitor own client basis) ("loss") brought or threatened against, or incurred by the Ministry, arising from or in connection with a breach of this Agreement by the Recipient or the Project, or from the negligence or wilful misconduct of the Recipient, its employees or contractors.
- 9.5 Where the Recipient is a trustee, the Ministry acknowledges that the Recipient has entered into this Agreement as a trustee of the trust named in Schedule 1 in an independent capacity without any interest in any of the assets of the trust other than as trustee. Except where the Recipient acts fraudulently, the Recipient is liable under this Agreement only to the extent of the value of the assets of the trust available to meet the Recipient's liability, plus any amount by which the value of those assets has been diminished by any breach of trust caused by the Recipient's wilful default or dishonesty.
- 9.6 The Recipient must effect and maintain for the term of this Agreement:
- (a) adequate insurance to cover standard commercial risks; and
 - (b) other insurance reasonably required by the Ministry.
- The Recipient must, upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

10. Dispute Resolution

- 10.1 The Parties must use their best efforts to resolve any dispute under, or in connection with, this Agreement through good faith negotiations and informal dispute resolution techniques such as mediation, expert determination or similar techniques agreed by them.
- 10.2 If any dispute arising between the Parties under, or in connection with, this Agreement, cannot be settled under clause 10.1 within 20 business days, then the following process will apply:
- (a) Party must notify the other if it considers a matter is in dispute;
 - (b) the Parties will attempt to resolve the dispute through direct negotiation;
 - (c) if the Parties have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution; and
 - (d) 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.
- 10.3 If a dispute is referred to mediation, the mediation will be conducted:
- (a) by a single mediator agreed by the Parties or if they cannot agree, appointed by the Chair of the Resolution Institute (or their nominee);
 - (b) on the terms of the Resolution Institute standard mediation agreement; and
 - (c) at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Chair of Resolution Institute (or their nominee).
- Each Party will pay its own costs under this clause.
- 10.4 The Parties must continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter.
- 10.5 Nothing in this clause shall preclude either Party from taking immediate steps to seek urgent relief before a New Zealand Court.

11 Force Majeure

- 11.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including, acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement ("Force Majeure Event"). The Party affected must:
- (a) notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
 - (b) use its best endeavours to overcome the Force Majeure Event; and
 - (c) continue to perform its obligations as far as practicable.
- 12 General**
- 12.1 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.
- 12.2 Assignment:
- (a) The Recipient must not assign, delegate, subcontract or transfer any or all of its rights and obligations under this Agreement without approval from the Ministry. The Recipient remains liable for performance of its obligations under this Agreement despite any subcontracting or assignment approved by the Ministry.
 - (b) If the Recipient is a company, any transfer of shares, or other arrangement affecting the Recipient or its holding company which results in a change in the effective control of the Recipient is deemed to be an assignment subject to clause 12.2(a).
- 12.3 This Agreement may only be varied by agreement in writing signed by the Parties.
- 12.4 If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.
- 12.5 Any notice to be given under this Agreement must be in writing and delivered personally or sent by registered post or email to the relevant party's address as set out in Schedule 1. A notice is deemed to be received:
- (a) if personally delivered, when delivered;
 - (b) if posted, three Business Days after posting;
 - (c) if emailed, three Business days after dispatch (provided that a valid email address has been used and no delivery failure notice has been received by the sender)
- provided that any notice received after 5pm or on a day which is not a Business Day shall be deemed not to have been received until the next Business Day.
- 12.6 This Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.
- 12.7 This Agreement may be signed in any number of counterparts (including electronic pdf copies) and provided that each Party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.
- 12.8 This Agreement is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

Appendix 1 – Project Plan