Endeavour 2026 Contract Extension Round

## Required amendments to Science Investment Contract

**To ascertain the amendments that MBIE will require be made to your Science Investment Contract as part of any 2026 Variation to Work Programme Agreement, please consult the following table:**

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| --- | --- |
| **Date of Most Recent Work Programme Agreement\*** | **Amendments that will be required to Science Investment Contract** |
| \* Note the “Date of Most Recent Work Programme Agreement” means the Endeavour Fund work programme agreement most recently entered into by your organisation, which may not be the work programme agreement which could, if funding is awarded, be varied in the Endeavour 2026 Contract Extension Round. |
| 2025 or 2024 | The following is to be added as a new clause 5.22:*“*5.22 The Contractor must ensure that, where practicable, all research outputs that have a digital object identifier (DOI) and that relate in any way to the Work Programme, cite the Contract number and the Ministry as the source of funding.” |
| 2023 or 2022 | The following definitions are added to clause 1 (Definitions):“**Gold OA** means a mode of open access where all articles in a journal are made freely available to readers, but authors may be required to pay a one-off charge.”“**Green OA** means a mode of open access where access to publications is provided through an online repository.”“**NZRIS** means the New Zealand Research Information System, the online hub of information about research, science and innovation in New Zealand, (or any system which replaces it), established by government directive outlined in the 2016 Research, Science and Innovation Domain Plan.”“**Personnel** of any person means individuals directly or indirectly engaged by that person. Examples include directors, employees, contract staff, agents, consultants, specialists, support staff and co-opted or seconded staff.”“**Open Access** means free of charge, online access for any person either through Gold OA or Green OA.”The following is to be added as a new clause 5.8A:“5.8A If the Ministry decides to conduct an audit under clause 5.8, the Contractor must:1. give the Ministry or the independent auditor, as applicable, full access to their premises, Personnel, systems, information, data, accounts, documents and records relevant to this Contract;
2. assist the Ministry or the independent auditor, as applicable, in a timely manner with any audit conducted under clause 5.8 and ensure its Personnel and subcontractors and partner research organisations also assist the Ministry or the independent auditor, including by making their relevant premises, Personnel, systems, information, data, accounts, documents and records available if requested.”

The following is to be added as a new clause 5.21:“5.21 The Contractor must ensure all peer-reviewed journal articles and peer-reviewed conference proceedings relating in any way to the Work Programme are made available with Open Access:1. immediately on publication; or
2. in the case of such papers published in a subscription-based publication that requires an embargo period, immediately at the end of the embargo period or 12 months after the date of such publication, whichever is earlier.”

The following is to be added as a new clause 5.22:*“*5.22 The Contractor must ensure that, where practicable, all research outputs that have a digital object identifier (DOI) and that relate in any way to the Work Programme, cite the Contract number and the Ministry as the source of funding.”Clause 8.2 (Confidentiality) is to be amended by deleting the word “and” at the end of clause 8.2(i) and adding the following new subclauses (k) and (l) to clause 8.2:“(k) any Australian and New Zealand Standard Research Classification (ANZSRC) codes assigned to the Contract; and”“(l) the names of individuals in key roles, unless the Contractor or individual concerned has requested these remain confidential.”Clause 8 (Confidentiality) is to be amended by adding the following new clauses 8.7- 8.9:“8.7 The Ministry, as a public funder, has obligations to provide research, science and innovation sector data to NZRIS. The Contractor acknowledges this and must assist the Ministry to comply with these obligations.”“8.8 The Ministry and the Contractor will work together in good faith to ensure the Contractor's Confidential Information (including any personal information) is not made public by NZRIS.”“8.9 Clause 8.7 does not impose any obligation on the Contractor to provide any further information than is otherwise already required under the other terms of this Contract.” |
| 2021 | The definition of “Intellectual Property Rights” in clause 1 (Definitions) is deleted and replaced with the following: “**Intellectual Property Rights**” includes copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, together with all right, interest or licence in or to any of the foregoing, but does not include mātauranga Māori. “The following definitions are added to clause 1 (Definitions):“**Gold OA** means a mode of open access where all articles in a journal are made freely available to readers, but authors may be required to pay a one-off charge.”“**Green OA** means a mode of open access where access to publications is provided through an online repository.”“**NZRIS** means the New Zealand Research Information System, the online hub of information about research, science and innovation in New Zealand, (or any system which replaces it), established by government directive outlined in the 2016 Research, Science and Innovation Domain Plan.”“**Personnel** of any person means individuals directly or indirectly engaged by that person. Examples include directors, employees, contract staff, agents, consultants, specialists, support staff and co-opted or seconded staff.”“**Open Access** means free of charge, online access for any person either through Gold OA or Green OA.”The following is to be added as a new clause 5.8A:“5.8A If the Ministry decides to conduct an audit under clause 5.8, the Contractor must:1. give the Ministry or the independent auditor, as applicable, full access to their premises, Personnel, systems, information, data, accounts, documents and records relevant to this Contract;
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