

Takutai Moana Financial Assistance Scheme Funding Agreement

Agreement Ref No. [insert no.]

Date

[Provider name]

[Provider address]

[Contact person]

[Contact person title]

By email to: [email]

Tēnā koe [name]

[insert mihi]

We are pleased to advise that [insert entity/person name] (“Kaitono” or “you”) can access grant funding to progress your takutai moana application.

This letter of agreement, including the attached terms and conditions, confirms details of the grant funding to be provided to you and comprises the entire Agreement between [insert entity/person name] and Te Arawhiti (“Agreement”).

Te Arawhiti will provide [\$000] [excluding GST] (“Funds”) to [insert entity/person name] to progress your takutai moana application including for the following activities:

- [insert activities] (“Funding Purpose”)

The start date for this Funding Agreement [date sent] and the End Date is [end date]. You will need to provide us with a Report, by the End Date, which describes how you spent the funding (“Report”). You will need to attach proof of expenditure, e.g. receipts or invoices, to the Report. A template report is attached and available on our [website](#).

Should you accept the details in this letter of agreement and the terms and conditions attached, please sign and return a copy of the signed Agreement to Te Arawhiti by either:

- a) Printing and signing the attached terms and conditions and either scan or take a photo of the Agreement and email it back to Te Arawhiti; or
- b) Adding your electronic signature to the attached terms and conditions and emailing it back to Te Arawhiti.

Please send an invoice for the full amount with your acceptance. If you need an invoice template, you can find one on our [website](#). The grant funding will be paid to you once Te Arawhiti has received your invoice.

If you have any queries please contact the takutai moana funding team fundingtakuta@tearawhiti.govt.nz or call 0800 866 222.

Nāku noa, nā

**[Te Arawhiti Authorised Signatory]
[Title], Māori Crown Relations
Office of Māori Crown Relations – Te Arawhiti**

Terms and conditions for receipt of Takutai Moana Financial Assistance Scheme

1. Kaitono and Te Arawhiti (“the Parties”) will work together during the term of this Agreement and, in particular, agree to act consistently with the following Ngā Mātāpono:
 - a. act honestly, in good faith, and constructively in interactions with each other;
 - b. communicate with each other regularly, openly and on time;
 - c. recognise each other’s responsibilities; and
 - d. use this Agreement as a benchmark for dealing with issues as they arise.
2. Te Arawhiti will make decisions and give approvals reasonably required by Kaitono to enable delivery of the Funding Purpose and make all decisions and give approvals within reasonable timeframes.
3. Te Arawhiti will pay Kaitono the Funds within a reasonable timeframe following receipt of an invoice and will notify Kaitono when the payment has been made.
4. Kaitono will only use the Funds provided for the purpose of progressing the applicant group’s takutai moana application.
5. Kaitono will spend the Funds by the End Date and will return to Te Arawhiti any portion of the Funds that are not spent. If the funding includes GST, the funding recipient must also return the GST component.
6. Kaitono will provide Te Arawhiti with the Report summarising the activities the Funds were used for, including proof of expenditure, by the End Date.
7. Kaitono will inform Te Arawhiti of any changes that affect your ability to deliver the Funding Purpose (e.g. changes to authorised applicant representative, changes to financial situation, or governance structures, or any other significant event).
8. Te Arawhiti will not be liable for any breach by Kaitono of their legal obligations to a third party that occur in the course of using the Funds provided.
9. Kaitono will indemnify Te Arawhiti against claims by any third parties arising out of Kaitono’s breach of obligations to those third parties, in relation to this Agreement, to a maximum value of three times the Funding amount.
10. The Parties agree that Kaitono and Te Arawhiti retain ownership of all intellectual property rights respectively owned before the beginning of this Agreement. All new intellectual property rights created by Kaitono while undertaking the Funding Purpose will be owned by the Kaitono. However, Kaitono grant Te Arawhiti a perpetual, irrevocable, royalty-free, transferable and non-exclusive licence to use, modify, copy and distribute any Reports in relation to the Funding Purpose provided to Te Arawhiti under this Agreement.
11. The parties will not issue public statements or respond to media enquiries about this Agreement without first obtaining the other parties’ consent. Both parties agree that they will not display, including on websites or social media, or report to media any objectionable or derogatory comments about the Funding Purpose, this Agreement or each other.
12. Te Arawhiti may be required to release information related to this Agreement if requested under the Official Information Act 1982, through a Parliamentary Question or any other source where Te Arawhiti is under a legal obligation to respond.
13. Failure to comply with any terms and conditions within this Agreement, or the provision of false information in your application for this Grant Funding may result in Te Arawhiti requiring repayment of all or part of the funding; and imposing additional terms and conditions on any future funding provided to you through the Takutai Moana Grant Funding Scheme.
14. Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties. A Variation may be agreed

through an exchange of emails where the authors have the authority to approve such a Variation.

I confirm that I am authorised by my applicant group to accept these terms and conditions on their behalf, and I declare that:

- I understand and accept the letter of agreement and terms and conditions and acknowledge they will form a legally binding Agreement with Te Arawhiti
- I have notified Te Arawhiti of what the Funds will be used for in my application to the Takutai Moana financial assistance scheme and I agree to provide Te Arawhiti with receipts of the expenditure once the funding is used.
- All funding provided will only be used for the purposes of progressing our applicant groups' takutai moana application.
- I understand that any Funds provided will be deducted from my applicant groups' overall funding limit, unless this Agreement is for agreed activities covered by the collaboration workstream.

Signed for and on behalf of Te Arawhiti

Name of authorised signatory for Kaitono

Name:
Position:
Date:

Name:
Position:
Date:

