

Terms and Conditions for the use of Creative New Zealand Contestable Grant Funding

1. Introduction

1.1 About these terms and conditions

These terms and conditions explain what you can do with the **contestable grant funding** you receive from Creative New Zealand. It also explains what you need to do when you have finished using the funding.

In addition to these terms and conditions, there may be additional terms that we notify you of and that apply specifically to you and your funding. The additional terms become part of these Terms and Conditions for the use of Creative New Zealand Contestable Grant Funding. You and Creative New Zealand will be bound by those additional terms.

Please read all terms and conditions and any information we send to you carefully.

1.2 Support is available

If there is anything you don't understand in these terms and conditions, you can contact us and ask any questions by speaking with one of our funding advisers. www.creativenz.govt.nz/speak-with-an-adviser

You can also seek independent advice or ask someone you trust if you need further support.

1.3 How these terms and conditions apply

These terms and conditions apply when you use any contestable grant funding awarded to you by Creative New Zealand from 7 March 2024 onwards, unless we specify otherwise.

You can use this funding for eligible costs according to the criteria of the fund or opportunity you applied for. These criteria are listed under the fund or opportunity information page on our website. Alternatively, you can use the funding according to a budget approved by Creative New Zealand. These uses are called **eligible activity**.

The terms and conditions apply to you for the period of time that you are allowed to use the funding. This is called the **fund period** and will be communicated to you by us.

You must only use the funding for eligible activity during the fund period, according to these terms and conditions.

1.4 New Zealand law applies

These terms and conditions and any disputes arising out of or in connection to these terms and conditions are governed by New Zealand law.

2. What you are agreeing to

When you accept these terms and conditions:

- You agree to use the funding according to these terms and conditions.
- You confirm that now and in the future:
 - all the information you share with Creative New Zealand is true, complete, and not misleading (including by omission)
 - you have and will hold all the rights, licences and consents or other authorities required to undertake any eligible activity
 - you will not break or ignore any intellectual property rights, rights of privacy, moral rights or any other rights of another person or group while undertaking any eligible activity
 - you will not do anything that is defamatory or include any defamatory material in your eligible activity.

3. How we will work together

3.1 Our values

In relation to your funding and how you use the funding under these terms and conditions, we both agree to:

- act with honesty and in good faith

- keep communication open and ongoing by keeping each other up to date with things that are happening that may impact on the funding and the responsibilities under these terms and conditions
- work in a collaborative and positive way
- recognise and respect each other's responsibilities, accountabilities, and independence.

3.2 If a disagreement happens

If a disagreement happens between us about these terms and conditions, we both agree to try to find a solution by talking with each other in good faith.

If we can't agree on a solution in a reasonable amount of time, we will ask an independent mediator to help solve the problem.

Creative New Zealand can only address issues between you and us in relation to these terms and conditions. We can't provide advice or investigate complaints about other parties.

3.3 Legal relationship between you and Creative New Zealand

These terms and conditions between you and Creative New Zealand are only about your funding and how and when you can use it.

Nothing in these terms and conditions creates an ongoing partnership, joint venture, employer-employee relationship or relationship where Creative New Zealand or yourself can make decisions on behalf of the other.

3.4 Any changes to what was agreed

If there is a change to your eligible activity such as:

- you need more time
- your circumstances change significantly
- your activity or funding is no longer suitable,

please talk to us and we will work with you on your options.

We may update these terms and conditions from time to time. If we do, we will let you know. We will give you a reasonable notice period for any changes that may affect you.

4. What you need to do when you receive funding

4.1 Make sure you understand your responsibilities

All eligible activity that you carry out with the funding must comply with all New Zealand laws, bylaws and regulations. This includes, for example, but is not limited to, things such as:

- tax
- health and safety
- employment
- intellectual property
- laws and regulations relating to the protection of young people and vulnerable adults.

We also expect you to comply with best practice standards for all eligible activity. This includes, for example, but is not limited to, things such as:

- following industry codes of practice
- following industry ethical and professional standards
- having appropriate policies and procedures in place
- conducting safety checks on individuals who work with children or vulnerable adults.

It is your responsibility to check what laws and standards apply to you and make sure you comply. You are also responsible for anyone who is working with you on any eligible activities.

You can seek independent advice if you are not sure about your responsibilities.

4.2 Record keeping and reporting

Keep full and accurate records

You must keep full and accurate records for all matters relating to your eligible activity, including, but not limited to:

- how your funding was spent
- any legal requirements or industry standards which apply to your eligible activity and how these were met.

Creative New Zealand's right to check records

You must hold onto your records for at least 7 years after these terms and conditions end. We may ask you for copies of these records anytime during that period. You must provide Creative New Zealand with reasonable access to these records if we request them during that period.

The reason for keeping full and accurate records is that your funding comes from public money. Creative New Zealand has a responsibility to make sure this money is being used well.

Reporting

At the end of the fund period, you must provide Creative New Zealand with a completion report. Depending on your fund, you may also need to provide Creative New Zealand with additional reports during your fund period. You must include all the content, and in the formats Creative New Zealand reasonably requests in the report. You must provide Creative New Zealand with the report within the advised deadline.

What reports are used for

Any report you share with us helps us to understand what was achieved with our funding for New Zealanders. We may share aspects of the report with others to meet our own public sector reporting accountabilities. If we share details of your report with others, it will not identify who you are unless you agree we can do this. This commitment is separate from the publicity rights in paragraph 4.3 below.

Intellectual Property Rights in reports

The content of any report created by you will belong to you (or to any third party who has given you the right to use that content). You agree to give Creative New Zealand an ongoing, royalty-free right to use and copy any intellectual property in that content for our own reporting and in our publications. You confirm that you have the ability to grant us this right, including in respect of any third party content you have included. We will ensure you are appropriately credited in any use by us. You can let us know if you don't wish to be identified or if you don't wish to appear in any publications.

Report responsibilities continue

If we request a report under these Terms and Conditions, you are still required to provide this to Creative New Zealand, even if your funding is stopped or cancelled.

4.3 Acknowledgements and publicity

Acknowledging Creative New Zealand

You need to acknowledge Creative New Zealand in all your marketing, promotional activities and published materials that are a result of, or about, your funding. These activities and materials might include things such as advertisements, media releases, posters, books, music scores, film credits, catalogues and album covers.

Creative New Zealand should also be acknowledged in any speeches relating to your eligible activity, such as openings of festivals, book launches or exhibitions.

If you use your funding to carry out an activity that is part of a larger programme of activities, Creative New Zealand should be acknowledged specifically for your part in the larger programme.

You can find information about acknowledging Creative New Zealand and how to use our logos on our website. www.creativenz.govt.nz

Creative New Zealand's publicity rights

You agree that we can publish your name, a brief description of what you will use your funding for, and the amount of your funding.

You agree we may include short descriptions or extracts from any eligible activity in our media releases and publications.

If you put on a ticketed event using your funding, you need to offer Creative New Zealand a minimum of two complimentary tickets.

4.4 People involved in your eligible activity

You can't transfer your funding or your rights and responsibilities under these terms and conditions to anyone else unless Creative New Zealand agrees in writing.

You are responsible for ensuring any people or groups that work with you on your eligible activity also comply with these terms and conditions.

You must let Creative New Zealand know if there are any significant changes to people involved in any eligible activity that you had planned. For example, if there are changes to the leadership of an organisation or group, or you are working in collaboration with new parties.

5. What happens if things don't go to plan

5.1 Situations we will not fund

We will not fund you if you:

- do anything that is not allowed under these terms and conditions
- don't do something that is required by these terms and conditions
- are already in breach of an existing funding agreement with Creative New Zealand
- have behaved in a way that Creative New Zealand reasonably believes reflects or could reflect badly on Creative New Zealand, including damaging, or potentially damaging Creative New Zealand's reputation
- have been convicted of a crime involving fraud or dishonesty
- have any reasonable indication to suggest that you are insolvent, at risk of becoming insolvent, or unable to pay your debts when they are due.

If any of these situations arise in connection to the fund period, Creative New Zealand will ask you to resolve the issue within 14 days.

If you don't or can't resolve the issue within 14 days, Creative New Zealand can:

- stop your funding or any other activity or opportunity that we are funding you for
- cancel your funding
- ask you to repay your funding.

If the issue is not resolved, then without limiting its other rights or remedies, Creative New Zealand will include a permanent note on your electronic file history that this situation occurred.

If we ask you to repay your funding and you do not do so within a reasonable time from our request, we may ask a debt collector agency to get back the funding and any reasonable collection costs from you.

If you don't provide your completion report within 12 weeks of the advised deadline you won't be able to receive any other funding or apply for any more funding or opportunities for at least 6 months until after the completion report is received.

5.2 Events outside of our control

Sometimes an event may occur outside of your or Creative New Zealand's control that neither of us could have reasonably expected to happen.

Sometimes such an event may stop us from being able to do what we said we would do under these terms and conditions. It may include things such as a natural disaster, civil disturbance, national emergency, pandemic, governmental action, or similar event.

You or Creative New Zealand don't need to complete the responsibilities under these terms and conditions if either of us are affected by an event outside of the affected party's control, while that event is taking place.

Matters which are within a party's control include:

- things that happen that could have been avoided by having good planning or safeguards, whether by yourself or other people you are responsible for under your eligible activity; or
- a lack of funds in any way, including becoming insolvent or bankrupt.

If you or Creative New Zealand do experience an event outside of either of our control, we must let each other know as soon as possible and explain:

- what the event is
- how it affects each of our responsibilities under the terms and conditions including any parts that might not be able to be completed or met
- how long this event might go on for.

The affected party must do everything it reasonably can to reduce the impact of the event on the other party, including keeping each other up to date about

what steps have been taken and are planned. The affected party must still try to meet the requirements in these terms and conditions as far as it can. Creative New Zealand may decide to pause the fund period if such an event occurs.

Once the event has ended, the fund period and the application of these terms and conditions needs to begin again within 3 months. If restarting will take longer than 3 months, Creative New Zealand might ask that extra terms and conditions are agreed to reflect the circumstances, or that the funding must be repaid.

5.3 When these terms and conditions end

These terms and conditions end and no longer apply when you have provided your completion report to Creative New Zealand or if your funding is cancelled.

Some specific responsibilities may continue after the terms and conditions end if we've said this clearly, such as record keeping and reporting responsibilities.