



CHRISTCHURCH CITY COUNCIL

and

NAME

**SUSTAINABILITY FUND
GRANT FUNDING AGREEMENT**

Version: 2018-06-6

AGREEMENT

This Agreement is made on the **XX** day of **XX** Month 2020

PARTIES

Christchurch City Council (Council)

NAME (Recipient)

A: The Council is willing to make funding available to the Recipient to fund the Project on the terms of this Agreement. The Recipient will apply the funding solely to deliver the Project as described in the Fund Request application summarised in Schedule 2 and Appendix 1 of this Agreement.

Execution	
Dated	
Signed by Christchurch City Council by: Signature Name Position	Signed by NAME , by: Signature Name Position
In the Presence of: Signature Name	In the Presence of: Signature Name

Note: If an individual signs, the signature is to be witnessed. If a company signs, and there is only one director, the signature is to be witnessed. If two directors sign, no witness is necessary. If an authorised signatory signs, the signature is to be witnessed.

CONDITIONS OF FUNDING AGREEMENT

DEFINITIONS AND INTERPRATION

1. In this agreement, defined terms have capital initials.

Agreement means this agreement, schedules, and appendices.

Grant means the Council funding allocated to the project as set out in Schedule 1 of this Agreement

Reporting Obligations means the reporting obligations set out in Schedule 2 of this Agreement.

Funding Date means the date on which the Council advances funds to the Recipient as set out in Schedule 1 of this Agreement.

Project means the project described in Schedule 1 and Appendix 1 of this Agreement.

Project Costs means costs that have been reasonably and directly incurred by the Recipient in relation to the Project and which have been approved for the purpose of this Grant in accordance with Schedule 1 of this Agreement.

Termination Date means the first to occur of the following:

- (a) The date on which the Council terminates this Agreement; or
- (b) The date on which the Council confirms to the Recipient that the Council is satisfied with the final report on the Project (which must be provided by the Recipient to the Council in accordance Schedule 2 of this Agreement).

2. RECIPIENT RESPONSIBLE FOR PROJECT AND PROJECT COSTS

- 2.1 The Recipient acknowledges that it is responsible for the Project and the payment of all Project Costs (including any cost overruns in respect of the Project).
- 2.2 The Council does not guarantee, or provide any form of comfort to any person for, any of the Recipient's obligations under or in connection with the Project.
- 2.3 The Council does not undertake to make any payments whatsoever to any contractor to the Project, and does not take any responsibility for any amounts that may otherwise become due to any person under or in connection with the Project.
- 2.4 Equally the Council does not undertake to make any payments whatsoever to any subcontractor or any other person that may be engaged by the Recipient, any contractor to the Project or another party under or in connection with the Project.

3. GRANT

- 3.1 The Council agrees to make the Grant (an unconditional gift not liable for GST) available to the Recipient as described in Schedule 1 and in accordance with the terms of this Agreement.
- 3.2 Any amount of the Grant, which has not been used for the approved purpose of the Grant upon Completion of the Project, shall be immediately reimbursed to the Council.

4. PURPOSE

- 4.1 The Recipient will use the Grant received from the Council solely to fund Project Costs described in the Fund Request as approved by the Council. Until so applied, the Recipient will hold the funds received (including interest accrued) on trust for the benefit of the Council.

5. REPORTING OBLIGATIONS

- 5.1 If aspects of the Project application are confidential and should be kept out of the public domain in accordance with the Local Government Official Information and Meetings Act, the Recipient must inform the Council of this confidentiality as well as when the information will no longer be confidential. If the Council is not informed, the application form and funding decision will be publically released.
- 5.2 The Recipient agrees to keep and maintain accurate project records at all times (including, but not limited to receipts, bank statements and invoices) and to complete within three months of the project completion or end of the funding term, the Project Report described in Schedule 2 of this Agreement.
- 5.3 On request from the Council, the Recipient shall facilitate a review of the application and expenditure of the Grant by:
- (a) Making its documents, records and premises available for inspection;
 - (b) Providing any information in relation to the expenditure and application of the Grant within 14 days of a request by the Council;
 - (c) Making available personnel to discuss the application and expenditure of the Grant with the Council's Representative or any person designated by the Council's Representative; and
 - (d) Doing all other things reasonably necessary to facilitate a review of the expenditure and application of the Grant.

6. HEALTH AND SAFETY

- 6.1 The Recipient, and their relevant contractors and subcontractors are PCBUs for the Project (Person Conducting a Business or Undertaking), as defined in section 17 of the Health and Safety at Work Act 2015, and must comply at all times with that Act and its regulations. Nothing in this Agreement shall be taken to limit the duties owed by any person under the Health and Safety at Work Act 2015.

7. DEFAULT

- 7.1 If at any time the Recipient fails to perform or comply with any of its obligations under this Agreement and, in the case of a failure that is capable of remedy, that failure is not remedied to the satisfaction of the Council within 30 days of the date that the Recipient first became aware of it then the Council may, by notice to the Recipient, immediately terminate this Agreement.
- 7.2 On termination of this Agreement for reason of default the Recipient must immediately return to the Council any amount of the Grant, which it is holding on trust for the benefit of the Council.

8. MEDIA ENGAGEMENT AND PUBLICITY

- 8.1 In respect of any promotion, advertising and signage in respect of the Project, the Recipient must develop a plan for the acknowledgement of the contribution of the Council in providing the Grant, such plan to be agreed between the Recipient and the Council.
- 8.2 The Recipient will acknowledge receipt of the Grant in its annual report and in any publicity material produced in conjunction with the Project.
- 8.3 The Recipient acknowledges that the Council may include details of the Grant in public announcements or statements.

9. INDEMNITY

- 9.1 The Recipient will indemnify the Council in respect of all costs, damages, losses and expenses suffered by the Council arising out of or in relation to this Agreement or the Project, unless such costs, damages, losses or expenses arise from the Council's own misconduct. This clause 9 survives termination of this Agreement.

10. DISPUTE RESOLUTION

- 10.1 In the event of a dispute, disagreement or difference of opinion arising under the Agreement as to:
- (a) The meaning or application of any part of this Agreement; or
 - (b) Any other matter arising from this Agreement,

The party claiming that a dispute has arisen agree in good faith to endeavour to resolve the dispute by consultation and negotiation between representatives of each party.

If the dispute cannot be resolved by representatives of each party then they must issue a dispute notice in writing to the other party, specifying the nature of the dispute. On receipt of such a notice, the parties shall endeavour to resolve the dispute amicably and promptly and meet within ten (10) Business Days.

- 10.2 If the dispute is not resolved within twenty (20) Business Days of a party's or their nominee's receipt of a Dispute Notice, the dispute must be referred to senior officers of the parties or their nominees, who must meet and endeavour to resolve the dispute.

11. NOTICES

- 11.1 All notices under this Agreement may be given in writing by personal delivery or email.
- 11.2 The initial email address for service for the parties are as follows:

Council:

Attention: Tony Moore

Email: SustainabilityFund@ccc.govt.nz

Phone: 03 941 6426

Recipient:

Attention: **Name**

Email: **Email**

Phone: **Number**

12. COUNCIL AS A REGULATORY BODY

- 12.1** This Agreement does not bind the Council in its regulatory capacity as a Local Authority.
- 12.2** The Recipient acknowledges that the Council, when acting in its regulatory function as a Local Authority, is obliged to and shall act as an independent Local Authority and not as a party to this Agreement.
- 12.3** The Recipient shall have no right or claim against the Council in its capacity as a party to this Agreement as a result of any lawful action or decision made by the Council in the performance of its regulatory function, except in the case of bad faith in its capacity as a party to this Agreement.
- 12.4** Any decision of the Council acting in its regulatory capacity shall not be construed as an approval by the Council as a party to this Agreement or as a Variation unless otherwise expressly agreed in writing.

13. GENERAL

- 13.1** The Recipient may not assign or novate its rights under this Agreement without the prior written consent of the Council (to be given at the Council's sole discretion).
- 13.2** Nothing in this Agreement constitutes the parties as partners or as agents for each other. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.
- 13.3** No amendment to this Agreement will be effective unless it is writing signed by and on behalf of both parties.
- 13.4** If any one or more of the provisions contained in this Agreement are declared invalid by an order, decree or judgment of any Court of competent jurisdiction, this Agreement will be read as if such provision(s) had not been inserted.
- 13.5** Each party is responsible for its own costs (including legal costs) of and incidental to the negotiation, preparation and execution of this Agreement.
- 13.6** This Agreement may be signed in any number of counterparts all of which, when taken together will constitute one and the same instrument. A party may enter this Agreement by executing any counterpart.
- 13.7** This Agreement is governed by the laws of New Zealand.

SCHEDULE 1 – PROJECT OVERVIEW

The Project	
Project name	“PROJECT NAME”
Project summary	THE PURPOSE OF THE “PROJECT NAME” PROJECT IS TO: PROJECT PURPOSE.
Project deliverables or milestones	THE RECIPIENT IS RESPONSIBLE FOR THE DELIVERY OF “THE PROJECT” THAT INCLUDES THE DELIVERY OF THE FOLLOWING: <ol style="list-style-type: none"> 1. MILESTONE, DATE 2. MILESTONE, DATE 3. PROJECT REPORT SUBMITTED TO THE COUNCIL WITHIN THREE MONTHS OF PROJECT COMPLETION OR END OF THE FUNDING TERM (DESCRIBED IN SCHEDULE 2)
The Grant	
Term:	Start date and completion date
Grant Sum:	Value This Grant is a non-conditional gift and not liable for GST
Payment Date(s):	

APPENDIX 1 – PROJECT APPLICATION MATRIX

SUMMARY OF PROJECT PROPOSAL

SCHEDULE 2 – REPORTING OBLIGATIONS

- 1.1 The Recipient will provide to the Council a Project Report promptly and no later than three months after the completion of the Project or end of the grant funding term using the Council's Reporting Template (Appendix 2).
- 1.4 The Recipient will notify the Council in writing immediately if it experiences and issues or difficulties which may compromise the use of the Grant or the successful delivery of the Project or if a Default occurs or is likely to occur.
- 1.5 The Recipient will ensure that, at all times until the Termination Date, reasonable insurance cover is in place in respect of the Project. The Recipient may be asked to provide evidence of insurance cover to the Council.
- 1.6 The Council may reasonably request from time to time information about the Project and Grant. The Recipient will promptly provide such information to the Council and, in any case, by no later than 5 Business Days after receiving an information request from the Council.

INNOVATION AND SUSTAINABILITY FUND REPORTING TEMPLATE

SECTION ONE: RECIPIENT'S DETAILS

1. Name of Recipient/Organisation

2. Main contact (for this project)

Full Name

Position held in group (*i.e. project lead*)

Phone

Email address

SECTION TWO: PROJECT DELIVERY REPORT

3. NAME OF PROJECT:

4. PROJECT COMPLETION. Tell us if the Project works have been completed. Please explain.

4. QUANTITY. Tell us about the scale of impact you have achieved, the number of people who benefited or were involved, the number of events or activities hosted, the amount of waste, carbon, energy, water reduced, what measureable outcomes were achieved?

5. QUALITY. Tell us about how well you did, levels of customer satisfaction, positive responses from those involved, recognition or awards received. How was quality maintained and delivered?

6. IMPACT. Tell us about the impact your project had, who benefited, how did things improve or change, how was innovation and/or sustainability in Christchurch advanced by your project?

7. FUTURE. Tell us about what will happen next, how your project will continue to deliver benefits beyond Council funding, what lessons have you learnt, what would you do differently, how could others learn from what you have done?

SECTION THREE: FINANCIAL REPORT

8. FINANCIAL ACCOUNTABILITY. Please attach a final and full project budget detailing how Council funds were used for the purpose granted and any other contributions made such as sponsorship, donations, other funding, volunteer time or pro bono support. You can use the original budget submitted and update this to show the final amounts. It should indicate reasons for variance between what was expected, and what actually occurred.

9. Is there any CCC funding to be reimbursed, if so how much?

RECEIPTS ATTACHED: YES / NO

SECTION FOUR: DOCUMENTATION AND MEDIA

10. VISUAL DOCUMENTATION: Provide visual documentation that tells the story of the project, its progress, impact or uptake by the community. This can include photos, videos, printed material, websites, etc. Images should be 300 dpi resolution and approved for public release.

Please tick any below that apply and attach documents.

- Media release(s)
- Printed material – fliers, posters, etc.
- Online – provide web links below where possible
- Media coverage: articles, interviews – attach copies, or include links below

SECTION FOUR: CONFIDENTIALITY

11. PUBLICALLY RELEASING INFORMATION. Per 5.1 of the Grant Funding Agreement and in accordance with the Local Government Official Information and Meetings Act:

12. Do any aspects of your application remain confidential?

- Yes
- No

13. If yes, describe the confidentiality.

14. When will the information no longer be confidential (i.e. date or milestone)?