

THE ROAD SAFETY TRUST

and

The Organisation

AGREEMENT AS TO GRANT FOR A ROAD SAFETY PROJECT

ROAD SAFETY TRUST
P O BOX 11 470
WELLINGTON

THIS AGREEMENT is made the _____ day of _____
2xxx

BETWEEN **THE TRUSTEES FOR THE TIME BEING OF THE ROAD SAFETY**

TRUST constituted by a Deed of Trust dated the 6th day of March
1990
("the Trust")

AND ("the Organisation")

BACKGROUND

- A. The Trust has the function of encouraging the establishment and conduct of road safety projects in New Zealand.
- B. The Organisation has submitted to the Trust an application ("the Application") for a grant towards funding of a road safety project ("the Project"). A copy of the Application together with any agreed amendments to the Project is attached as Schedule I.
- C. In consideration of the Organisation agreeing to comply with the terms of this agreement ("this Agreement") the Trust has agreed to make a grant ("the Grant") available to the Organisation as set out in Schedule II.

IT IS AGREED AS FOLLOWS:

1. THE TRUST'S OBLIGATIONS

- 1.1 The Trust shall provide the Grant to the Organisation on or about the date set out in Schedule II.

2. THE ORGANISATION'S OBLIGATIONS

2.1 Expenditure of Grant

- 2.1.1 The Organisation shall expend the Grant provided to it by the Trust under this Agreement to fund the Project set out in the Application. If the Organisation fails to comply with this clause without written permission from the Trust, the Trust may terminate this Agreement in accordance with Clause 3.

- 2.1.2 In the event that the Organisation fails to complete the Project the Organisation shall on demand repay the Trust any unexpended amount of

the Grant unless otherwise agreed in writing and pending such agreement, if any, the Organisation shall hold the unexpended amount of the Grant in trust for the Trust. Equipment or items purchased with Grant funds are be stored or disposed of in accordance with the Trust's instructions.

2.1.3 Should any portion of the Grant remain unexpended at the completion of the Project the Organisation shall return all such funds to the Trust immediately.

2.2 **Reports**

2.2.1 Subject to the conditions if any described in this Agreement the Organisation shall at the completion of the Project and/or upon request produce written reports to the Trust detailing:

- (a) The progress and outcome of the Project detailed in the Application and
- (b) The Organisation's latest set of audited accounts and a financial statement of the expenditure of the Grant and the Organisation's own funds in funding the Project.

2.2.2 Where no specific reporting conditions have been negotiated, an interim report is to be presented to the Trust at six monthly intervals.

2.3 **Meetings & Information, Conflict of Interest, Financial Irregularity; Organisational Changes & Acknowledgment**

2.3.1 **Meetings & Information**

The Organisation shall meet with the Trust and/or any other persons required by the Trust from time to time at the Trust's request and provide the Trust or any other such persons with such information as the Trust may require and considers necessary to determine whether the terms of this Agreement are being complied with by the Organisation. This will include making available for inspection any files or records that may relate to the expenditure of the Grant.

2.3.2 **Conflict of Interest**

Officers, directors, trustees and members of the organisation must declare any personal or financial interest or any interest of a party related to them, in any matter concerning the awarding of contracts and the approval of expenditure in relation to this grant. On disclosure of interests these persons are be excluded from any discussion or decision-making relating to the matter concerned as appropriate.

2.3.3 **Financial Irregularity**

If there are any grounds for suspecting financial irregularity in any transaction, a complaint must be laid with the Police and the Trust notified immediately. For this purpose "financial irregularity" includes theft,

fraud or other impropriety, mismanagement, and the use of grant for purposes other than those for which it was provided.

2.3.4 **Organisational Changes**

The Trust is to be informed of any changes in the Organisation before the Grant has been fully used or accounted for. (For example, change of postal, physical, email address, telephone number, office holder, key project personnel, financial situation, an intention to wind up or cease operations or any other significant event)

2.3.5 **Acknowledgment**

The Organisation will acknowledge the receipt of a Road Safety Trust Grant in their accounts, annual report and in any media publicity or promotional material arising from the Grant. This may include any output produced for public dissemination or equipment financed partly or in full by the Trust. Grant funding must be acknowledged with the following wording - "Produced (or purchased) with the support of the Road Safety Trust" and include the Road Safety Trust logo. Where it is not possible to include the statement and the logo, the logo should be used.

2.3.6 **Intellectual Property & Copyright**

- (a) All intellectual property resulting from the carrying out of this project shall belong to the party who developed it.
- (b) Intellectual property may include technical information, know-how, copyrights, software models, patterns, drawings, specifications prototypes, inventions, innovations and discoveries.
- (c) The Organisation shall allow the Trust to distribute to any person or make such use as it sees fit of any intellectual property from the project belonging to the Organisation. The Organisation shall assert no rights of, and seek no payment for, intellectual property (including copyright) in respect of that distribution or use.

3. TERMINATION OF AGREEMENT

3.1 If the Trust considers the Organisation is failing to meet any of its obligations which are capable of remedy under this Agreement it shall notify the Organisation in writing of such breach ("Breach Notice") and the course of action required to remedy it.

3.2 If:

- (a) the Organisation fails, in the Trust's opinion, to comply with the course of action outlined in the Breach Notice within fourteen (14) days of receipt of it; or
- (b) the Organisation commits any other breach of this Agreement which, in the Trust's opinion, is not capable of remedy; or
- (c) the Organisation is, in the Trust's opinion, insolvent, wound-up or any steps are taken for the winding-up dissolution or termination of the Organisation; or
- (d) any change occurs in the business, function, assets or financial condition of the Organisation which may, in the opinion of the Trust, have a material adverse effect on the ability of the Organisation to perform its obligations under this Agreement or on

the ability of the Trust to exercise any rights or remedies it may have against the Organisation; the Trust may, by notice in writing to the Organisation, immediately terminate this Agreement.

- 3.3 Upon termination of this Agreement, the Organisation shall on demand repay the Trust an amount equivalent to the balance of the Grant not expended by the Organisation in carrying out the Project and pending such repayment the Organisation shall hold such amount on trust for the Trust.
- 3.4 The Trust will, if deemed necessary, engage the services of a debt recovery agent and the Organisation shall be liable for all collection fees, legal fees and administration costs incurred by the Trust.
- 3.5 The Trust reserves the right to disclose the content, conduct and outcome of this contract to interested parties.

4. DISPUTES

- 4.1 If the Trust or the Organisation cannot resolve any difference or dispute arising out of this Agreement, either party may refer the matter to arbitration in accordance with the Arbitration Act 1996 and any modification or re-enactment of that Act currently in force. If the parties are unable to agree on an arbitrator, then one shall be appointed by the President, for the time being, of the Wellington District Law Society whose decision shall be final and binding.

5. VARIATION OR MODIFICATION

- 5.1 No oral or written modification or variation of this Agreement shall be of any force or effect until such modification or variation is in writing and signed by both the Trust and the Organisation.

6. COMPLETE AGREEMENT

- 6.1 This Agreement constitutes the entire Agreement between the Trust and the Organisation with respect to the matters dealt with in this Agreement and supersedes all or any prior oral or written understanding, representations or commitments of any kind express or implied.

7. AUTHORITY TO EXECUTE

- 7.1 Each of the signatories executing this Agreement on behalf of the Trust and the Organisation hereby warrants that they hold full and valid authority on behalf of the Trust and the Organisation respectively which authority has not been revoked at the date of this Agreement.

SCHEDULE I

[Here append a copy of the Application and any agreed amendments to the Project in writing]

SCHEDULE II

THIS AGREEMENT is executed as follows:

SIGNED by _____)
Name.....)

for and on behalf of the
) **Position**.....)
Trustees for the time being)
of **THE ROAD SAFETY TRUST**)
in the presence of:
) **Date**.....)

SIGNED by _____)
Name.....)

for and on behalf of the
) **Position**.....)
Organisation)
in the presence of:
) **Date**.....)