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| Between: *(SPONSOR(S))*And: *(RESEARCHER)*Collectively referred to herein as the “Parties” and individually as a “Party” |
| Project: | Sponsor’s agent: |
| Description of research deliverables:*or attach* |
| Timetable of work to be provided by the Researcher:*or attach* |
| Fees & timing of payments:*or attach* |
| *The Sponsor engages the Researchers to provide the Research described above and the Researcher agrees to perform the Research for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Agreement for Research Projects (overleaf). Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.* |
| Variations to the conditions of short form agreement for Research projects (see over):*or attach* |
| SPONSORS Authorised Signatory (ies):Print name(s) and organisations:Date:  | RESEARCHERS Authorised Signatory (ies):Print name(s) and organisations:Date:  |

**CONDITIONS OF ENGAGEMENT FOR THE SHORT FORM AGREEMENT FOR RESEARCH PROJECTS**

1. The Researcher shall perform the Research as described in the attached documents.
2. The Sponsors and the Researcher agree that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to that Research.
3. In providing the Research the Researcher shall exercise the degree of skill, integrity and diligence normally expected of a competent research professional. The Researcher further agrees to indemnify the Sponsors from all claims relating to a breach of the Copyright Act 1994 relating to the research.
4. The Sponsors’ may provide to the Researcher, in a cost-neutral manner, such information reasonably in their power to obtain which relates to the Research. The Researcher shall not, without the Sponsors’ prior consent, use information provided by the Sponsors for purposes unrelated to the Research. In providing the information to the Researcher, the Sponsors shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
5. The Researcher shall provide the Sponsors with regular progress reports against the timetable of work. The Sponsors may require the Researcher to attend meetings (at the Sponsors cost) to report progress. Where actual progress does not match the timetable of work the Sponsors may either order Variations to the Research or suspend or cancel the research.
6. The Sponsors may order Variations to the Research in writing or may request the Researchers to submit proposals for variation to the Research. Where the Researcher considers a direction from the Sponsors or any other circumstance is a Variation the Researcher shall notify the Sponsors Agent as soon as practicable.
7. The Sponsors shall pay the Researcher for the Research the fees and expenses at the times and in the manner set out in the attached documents. Where a delay in the provision of deliverables is anticipated the Researcher shall advise the Sponsors Agent at the earliest opportunity. Where a delay in the provision of payment is anticipated the Sponsors Agent shall advise the Researchers at the earliest opportunity. Any delay greater than 30 days shall constitute a Breach of this agreement.
8. Where Research is carried out on a time charge basis, the Researcher may purchase such incidental goods and/or Services as are reasonably required for the Researcher to perform the Research up to a value of no more than 10% of the total time charge cost. Where incidental costs exceed this, the Researchers shall obtain the written approval of the Sponsors Agent. The cost of obtaining such incidental goods and/or Services shall be payable by the Sponsors. The Researcher shall maintain records which clearly identify time and expenses incurred.
9. Where the Researcher breaches this Agreement, the Researcher is liable to the Sponsors for reasonably foreseeable claims, damages, liabilities), losses or expenses caused directly by the breach. The Researcher shall not be liable to the Sponsors under this Agreement for the Sponsors indirect, consequential or special loss, or loss of profit, however arising (except where the Researcher is in breach of copyright) whether under contract, in tort or otherwise.
10. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, other than those relating to copyright shall be the lesser of five times the fee (exclusive of GST and disbursements) or $NZ250,000.
11. Neither Party shall be liable for any loss or damage occurring after a period of six years from the date on which the Research was completed except where that loss arises due to a breach of copyright by the Researchers.
12. The Researcher acknowledges that the Researcher currently holds a policy of Professional Indemnity insurance for the amount of liability under clause 9. The Researcher undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
13. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
14. The ownership of data, models, diagrams, specifications, prototypes, documents, inventions, programs and reports created or collated by the Researcher and paid for by the Sponsors shall, after final payment by the Sponsors, lie jointly with the Sponsors. The Researchers may reproduce or re-purpose this material for publication only with the permission of the Sponsors. The Sponsors shall have no right to use any of these documents where any or all of the fees and expenses remain payable to the Researcher.
15. The Sponsors have not and will not assume any obligation which may be imposed upon the Researchers from time to time pursuant to the Health and Safety in Employment Act 1992 (“the Act”) arising out of this engagement. The Sponsors and Researchers agree that in terms of the Act, the Sponsors will not be the person who controls the place of work.
16. The Sponsor may suspend all or part of the Research by notice to the Researcher who shall immediately make arrangements to stop the Research and minimise further expenditure and advise the Sponsor of its accrued liability. The Sponsor and the Researcher may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
17. The Parties shall attempt in good faith to settle any dispute by mediation.
18. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars at an exchange rate fixed at the time of the Agreement.