

**ADDENDUM A TO THE COLLABORATION AGREEMENT FOR
NEW ZEALAND'S BIOLOGICAL HERITAGE NATIONAL SCIENCE CHALLENGE
NGĀ KOIORA TUKU IHO**

**Application of Collaboration Agreement to Ministry for Primary Industries (MPI) and
Department of Conservation (DOC)**

- A. The Ministry for Business, Innovation and Employment has provided Funding for New Zealand's Biological Heritage National Science Challenge by entering into the NSC Investment Contract (NSCIC) with the Challenge Contractor. The NSCIC specifies that the Challenge Contractor must:
- (1) agree the terms of a Collaboration Agreement for the operation of the NZBH Challenge; and
 - (2) commit to working together with the Challenge Members (being all Crown Research Institutes and Universities listed in Schedule 1 of the NSCIC) to deliver Challenge Programme Agreements.
- B. The Collaboration Agreement fulfils the dual purpose of documenting:
- (1) How the Challenge Parties will work together to deliver the Mission, objectives and aims of the Challenge; and
 - (2) How the Challenge Contractor and Challenge Members will use Challenge Funding to deliver Research Plans in accordance with the NSCIC and Challenge Programme Agreements.
- C. As government agencies, MPI and DOC are unable to receive Challenge Funding directly therefore the NSCIC does not apply to them. However, the Challenge is of critical strategic importance to both MPI and DOC and all Parties recognise the value MPI and DOC can provide to biodiversity and biosecurity outcomes for New Zealand and the role that they have in supporting the delivery of these outcomes.
- D. Because of the different roles and functions of each of MPI and DOC compared with the research provider agencies, this Addendum A records those provisions and clauses in the Collaboration Agreement that either do not apply or are not legally appropriate to MPI and DOC for the respective roles that they have under the Collaboration Agreement. To avoid doubt, other Parties are not affected by these special conditions.
- E. In acknowledgement that MPI and DOC are not subject to the NSCIC the following clauses of the Collaboration Agreement in relation to MPI and DOC as Parties will be interpreted as described below:
- (1) The definition of "*Collaborating Organisation*" in clause 30.1 will generally be read as excluding MPI and DOC, but each remains within the definition of "Party" under that subclause.
 - (2) Background clauses 1.4(b) and 1.7 do not apply to MPI and DOC.
 - (3) The principle of delivering on the NSCIC in clause 5.1(a) does not apply to MPI and DOC.

- (4) The Collaborating Organisations' obligations concerning the NSCIC in clause 7.1, 7.4 and 7.5 do not apply to MPI and DOC.
- (5) Clause 8.1 is amended in relation to MPI and DOC by replacing that clause with:
"DOC and MPI will use all reasonable endeavours to provide access to their equipment and facilities, at reasonable times, on reasonable notice for research staff from Parties working on Challenge funded research."
- (6) Clause 9 (except for clauses 9.1(a), (c) and (d)) does not apply to MPI and DOC.
- (7) Clause 13 applies to DOC and MPI as follows. DOC and MPI will use their best endeavours to align their research (and related activities) to the Challenge programmes; subject to MPI's and DOC's respective obligations to their portfolio Ministers, and to the specific requirements set under appropriations governing a range of MPI's and of DOC's existing research programmes. Where either MPI and/or DOC is unable to align one or more of its/their respective research programmes to the Challenge, it/ they will notify the other Challenge Parties in a timely manner and discuss possible solutions.
- (8) Clauses 14 (project funding), 15 (financial management) and 16 (subcontracting) do not apply to MPI and DOC.
- (9) Clause 20 (audits under NSCIC) does not apply to MPI and DOC.
- (10) Clause 21.2 is amended in relation to MPI and DOC as follows: "The relationship between the Parties is that of a participant in a research challenge with all Parties working to a common purpose (the Mission)."
- (11) Clause 21.3 is amended in relation to MPI and DOC as follows: "The Parties agree to collaborate to implement the Mission".
- (12) Clauses 23.3 and 31.2 concerning variations to the NSCIC and Challenge Programme Agreements do not apply to MPI and DOC.
- (13) Clause 24 (assignment and subcontracting) does not apply to MPI and DOC.
- (14) Clause 26 will apply to MPI and DOC except where exit from the Agreement is required as a result of a Ministerial or political direction or policy decision, or as a result of a restructuring, merger or reorganisation of either MPI or of DOC (or both)
- (15) The NSCIC does not apply to MPI and DOC for the purposes of clause 29(c) (entire agreement), or for any other purpose.
- (16) Clause 31.3 does not apply to DOC and MPI as, if there is any conflict, Addendum A will take precedence over the Collaboration Agreement.

Expectations regarding treatment of Intellectual Property

As a general principle, DOC and MPI wish to see any Intellectual Property arising from the Challenge made publicly available to the greatest extent practicable, consistent with the objectives of the Challenge, and any obligations of confidentiality under the Agreement.

