

Date

Grantee

Address details

Address details

Email: Grantee@Grantee

cc: x

Dear Main Grantee contact,

As part of the Michael and Suzanne Borrin Foundation's work towards our vision:

*'We believe law is essential to a flourishing society – one that is just, inclusive, tolerant and free. Our vision is of an Aotearoa New Zealand where everyone understands the role and value of the law, and everyone enjoys the protection and opportunity that it provides.'*

We are pleased to award Grantee a Grant of \$xxx,000, for 'Grant title', on the basis outlined in the attached Grant Agreement.

The Grant Agreement is a statement of the shared understanding between us about the Grant, the funds, and our respective roles and responsibilities. Please read the Grant Agreement carefully and contact our Chief Philanthropic Officer, Tupe Solomon-Tanoa'i, if you wish to discuss it. We are open to suggestions for improvement of our standard agreement, as well as for how it might be tailored to your specific project.

If the Agreement correctly sets out your understanding of the arrangements made regarding this Grant, please countersign, scan, and email as a PDF to [admin@borrinfoundation.nz](mailto:admin@borrinfoundation.nz). Please keep your scanned copy.

As you know, the Borrin Foundation seeks to achieve a partnership between 'Grantor' and 'doer', in which:

- Your contribution to the vision (through your work) and our contribution to the vision (through our funds) are equally valued
- We will both be open with each other and keep each other informed if there are any issues
- Our relationship is key to the achievement of our shared goals.

We thank you for your time in submitting a proposal. We look forward to working with you to maximise our joint impact on the lives of New Zealanders, through the law.

Ngā manaakitanga, Best wishes

# Michael and Suzanne Borrin Foundation Grant Agreement

With **Grantee**

Month 20xx

Grant title

The Michael and Suzanne Borrin Foundation ('Borrin Foundation') has approved the following Grant (as described under 'Grant Description'). This Agreement sets out information about the Grant, the funds, and our respective roles and responsibilities.

## Grant description

<b>Grantee</b>	<b>Grantee</b>
<b>Grant title</b>	Grant title
<b>Purpose</b>	To support Xxxx
<b>Grant Period</b>	Year to year
<b>Amount</b>	\$xxx,000 subject to the specific terms and conditions contained in this agreement
<b>Payment schedule</b>	Funds will be distributed as per <b>Appendix II</b>
<b>Payment method</b>	Payment will be made into <b>Grantee's</b> bank account: <b>Insert account name</b> <b>Insert bank account number</b>

## Grant terms and conditions

### 1. Purpose

Our shared understanding of the purpose of this Grant is set out above. Funds from the Borrin Foundation may only be used for this purpose. Written consent from the Borrin Foundation is needed for any change to this purpose, or any use of funds for a different purpose.

### 2. Grant period

Our shared understanding of the time frame for this Grant is set out above. **Grantee** will promptly advise the Borrin Foundation if there are any issues with the time frame. Both parties will enter into discussions in good faith about any timing issues. The Borrin Foundation may extend the Grant period at its discretion.

### 3. Payment

The Borrin Foundation will make payments according to the Payments schedule and milestones agreed to in Appendix II.

Any request for future funding must be separately approved by the Borrin Foundation, based on a new proposal and assessment against our Guiding Principles for Grant funding and other factors.

#### **4. Financial responsibility**

The Borrin Foundation's payments to the Grantee will be made based on milestones/reporting, as set out in Appendix II. Although the Borrin Foundation does not require the production of expense receipts for payments unless specifically requested, the Grantee will keep records of all expenditures relating to this Grant sufficient to enable all expenditure to be verified, if required.

The Borrin Foundation may, at its own expense, examine, audit, or have audited the records of The Grantee insofar as they relate to activities supported by this Grant. The Grantee will provide all reasonable assistance in such circumstances.

#### **5. Retention of key personnel**

As you know, the Borrin Foundation aims to fund 'high-performing people and organisations'. We have a focus on the quality and calibre of people involved in projects. We are likely to see certain people as 'key personnel' for funded projects.

In the event of an actual or expected change in the 'key personnel' involved in this Grant Project, the Grantee will give prompt notice to the Borrin Foundation and discuss the implications of the change with us. The Borrin Foundation reserves the right to suspend Grant payments until it is satisfied that the successor of any key personnel has comparable experience, skills, and commitment and is likely to be an effective replacement.

XXX has been identified as key personnel for the purposes of this clause.

#### **6. Reporting, evaluation, and visits**

The Grantee will provide report/s, as detailed in Appendix II, to be shared with the Borrin Foundation. The reports are an opportunity to reflect on what has worked well and what has not, and should be treated as an opportunity for sharing your learnings. We understand that certain high-risk projects will have failures, and we embrace failures and mistakes as an opportunity to learn.

The Borrin Foundation may, at its own expense, conduct an evaluation of the operations/project under this Grant. Evaluation may include independent assessment by a third party.

In addition to the report/s and any evaluation, we are likely to also stay in touch with each other through face-to-face meetings and visits, phone calls, and emails.

#### **7. Relationships and contact points**

Both parties will endeavour to continue to build and maintain a positive and collaborative relationship, especially in the context of a multi-year Grant. We are both open to talking openly and honestly about any issues we encounter.

For the duration of the Grant, the key contacts for both parties are:

Tupe Solomon-Tanoa'i, Chief Philanthropic Officer, for the Borrin Foundation.

Megan Sety, Operations & Programme Associate, for the Borrin Foundation.

[Name, Title, Email, phone number], for Grantee.

If for any reason the key contact changes, we will notify each other of the new key contact.

## 8. Sharing of details/information

The Grantee agrees that their contact details and other information will be retained by the Borrin Foundation and that such details may be shared with third parties to promote the Grantee's and the Borrin Foundation's shared goals.

For example, the Borrin Foundation may from time to time wish to set up a simple contacts/ mailing list for grantees in order to facilitate communication between grantees and the Borrin Foundation, or the Borrin Foundation may wish to share the Grantee's details with other funders.

Both the Borrin Foundation and Grantee will endeavour to conform with accepted standards for good personal information handling. Both parties will discuss, in good faith, any issues that may arise regarding privacy matters.

## 9. Publicity, acknowledgement, and communications

Any use of the Borrin Foundation's name and logo must be agreed to by the Borrin Foundation prior to use. Correspondingly, the use of the Grantee's name and logo must be agreed to by the Grantee prior to any use by the Borrin Foundation.

The Grantee will ensure, in consultation with the Borrin Foundation, that the Borrin Foundation's contribution to the Project is suitably acknowledged in any dissemination, in all publications and publicity concerning the Project or the Grant.

We will consult each other about all publicity, promotional activity, and press statements that may be issued about the Project or the Grant.

## 10. Public good and intellectual property

The Borrin Foundation acknowledges that it is not the owner of the Intellectual Property created by the Grantee pursuant to this Grant.

Both the Borrin Foundation and Grantee are committed to maximising the impact of this Project. This means we both commit to making some form of the work freely and publicly available for the 'public good'.

## 11. Scope of agreement

The Grant provided for in this agreement is a 'donation' or 'gift', made for the purpose specified above. This agreement sets out the basis on which the Grant will be made, and governs how funds provided are to be used. To avoid doubt, Grantee is not contractually obliged to carry out the project, and the Borrin Foundation is not contractually obliged to provide any funding for the project.

Nothing in this Agreement creates any legal partnership or joint venture or agency relationship between us. Nothing in this Agreement will give rise to any obligations between us apart from those obligations expressly stated in this Agreement or imposed by law.

## 12. Stopping this grant/gift

- (a) The Borrin Foundation has the right at its sole and unfettered discretion to terminate this agreement, and/or suspend funding of this Grant, by notice in writing to **Grantee**. **Grantee** accepts that no reason for such a decision needs to be given. Without limiting that discretion in any way, a Grant is likely to be suspended or terminated if:
- The Borrin Foundation is not satisfied with the progress on the Grant;
  - The Borrin Foundation considers that funds are not being used for the purpose for which they were provided; or
  - The Borrin Foundation considers that **Grantee** is undertaking the work in a manner that is contrary to the Borrin Foundation's vision and mission, or that the Borrin Foundation considers may harm its reputation.
- (b) Without limiting paragraph (a), the Borrin Foundation confirms that it will normally give at least one month's notice in writing before exercising its power to terminate this agreement, to provide an opportunity for the parties to enter into good faith discussions to resolve any issues that may have arisen, unless it considers (in its sole and unfettered discretion) that earlier termination is appropriate.
- (c) Where the Borrin Foundation terminates this agreement it may (in its sole and unfettered discretion) decide to make a termination payment to **Grantee** to reimburse **Grantee** for costs incurred in good faith in connection with the project.
- (d) **Grantee** has the right at its sole and unfettered discretion to terminate this agreement by notice in writing to the Borrin Foundation. If **Grantee** terminates the agreement it must repay all funds received under the agreement within 30 days of termination, except to the extent that the Borrin Foundation (in its sole and unfettered discretion) agrees in writing that **Grantee** may retain all or part of the funds received to cover costs incurred in good faith in connection with the project.

## 13. Unused funds and reversion

As the Grant is intended to support a particular project and purpose (as set out above under 'Grant title' and 'Grant Purpose'), any funds not required for this purpose must be returned to the Borrin Foundation. **Grantee** must return to the Borrin Foundation any unexpended and uncommitted funds within 30 days of the end of the Grant period, unless otherwise agreed in writing.

## 14. Entire Agreement

This Agreement constitutes the whole agreement between **Grantee** and the Borrin Foundation and supersedes all prior written or oral agreements or representations in connection with the Project. This Agreement may only be amended by a written amendment agreed by the Borrin Foundation and **Grantee**.

## 15. Goods and services tax (GST)

Borrin Foundation grants are unconditional gifts and are to cover 'real costs' of a project. No GST is payable in addition to the Grant amounts set out above.

## 16. Applicable law and jurisdiction

This Agreement is governed by New Zealand law. **Grantee** submits to the non-exclusive jurisdiction of the New Zealand courts. Any claim against the Borrin Foundation must be brought before the courts of New Zealand, which will have exclusive jurisdiction to hear such claims.

## Signatures

I, [insert name], on behalf of the Michael and Suzanne Borrin Foundation\*, offer this Grant to **Grantee**.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of **[insert Grantee organisation if relevant – delete if irrelevant]**, I, **[insert name]** declare that I have read this Grant Agreement, and that the terms and conditions herein are acceptable, and I will comply with them. I accept your offer of a Borrin Foundation Grant.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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\*Michael and Suzanne Borrin Foundation is a registered charity pursuant to the Charities Act 2005 (Registration No. CC10699). Its sole trustee is the Nikau Foundation. The Nikau Foundation is a body corporate and is also a registered charity pursuant to the Charities Act 2005 (Registration No. CC24793). Richard Caughley is authorised to sign this Agreement by the Trustee of the Borrin Foundation.

## APPENDIX I: USE OF FUNDS and REPORTING

**Use of funds:** The Grant funds will be applied by **Grantee** as detailed in the Proposal, which in summary is:

xxxx.

**Reporting:** **Grantee** will produce the following reports for the Borrin Foundation during the Grant Period and prior to the expiry of the Grant Agreement:

1. Progress/Update report
2. Wrap up and Reflections Report

Please note that the 'Progress/Update report' may include these aspects:

- A written report about what has been done, developments with the project – you may wish to use the Borrin Foundation's template report;
- Face-to-face reporting/catch up meeting or phone discussion (i.e. a meeting in person between the key personnel)
- Financial summary update – actuals against budget.

Please note that the 'Wrap up and Reflections Report' should include these aspects:

- A brief written report on how the project went, including reflections and learnings, and feedback for the Borrin Foundation
- Financial summary final – actuals against budget
- Outputs produced must also be provided to the Borrin Foundation for our use, or a link to the publicly and freely accessible content.

All reports and correspondence should be delivered by email to the Borrin Foundation key contact listed above and to [admin@borrinfoundation.nz](mailto:admin@borrinfoundation.nz). Any hard copies should be mailed to: Borrin Foundation, PO Box 24-220, Manners Street, Wellington 6142.

## APPENDIX II: PAYMENT AND REPORTING SCHEDULE

The Borrin Foundation will disburse Grant funds to **Grantee** via electronic transfer in instalments as indicated below upon the satisfactory completion by **Grantee** of all the requirements, including any milestones identified, contained in this Grant Agreement according to the schedule below.

**Grantee** will also provide either a valid bank deposit slip or a bank statement confirming that the bank account listed under the Grant Description section belongs to **Grantee**.

Payment	Amount	Anticipated date	Milestones
1: Initial payment	\$xx,000	xx	- Signed Grant Agreement
2: Progress payment	\$xx,000	xx	- xxxx Progress Report on xxxx