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28 April 2023

s9(2)(a)

Dear s9(2)(a)

## Official Information Act 1982 request – information on the March 2023 applications for the New Zealand-China Tripartite Fund

I refer to your Official Information Act request to Education New Zealand, received on 30 March 2023, seeking information as below:

*Dear Education NZ,*

*I noted,*

<https://aus01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.enz.govt.nz%2Fassets%2FUploads%2F2023-NZ-China-Tripartite-Fund-Guidance-and-Call-for-Proposals.pdf&data=05%7C01%7Cenz.ministerials%40enz.govt.nz%7C0f38272212814045410708db2ec3358e%7C7fab8d821c854170acb74e098fcca29%7C0%7C0%7C638155188182777064%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ik1hYWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=z8oLbRHIL7DyPBpkVP%2FrdSut1NZkO71IKm0GgOSA70%3D&reserved=0>

*“The proposal deadline for the Financial Year 2023/2024 round is Wednesday 01 March 2023”, can you please let me know how many application of proposals you have received.*

*“Assessors will consider to what extent a proposal provides confidence that the assessment criteria have been met.” can you please provide the name of your assessors.*

*“50% of approved funding will be disbursed on signing of the Funding Agreement”, can you please provide me with a template funding agreement.*

I will answer each of your questions in turn.

*Can you please let me know how many application of proposals you have received.*

Education New Zealand Manapou ki ti Ao received 16 applications for the New Zealand-China Tripartite Partnership Fund for the 2023/24 financial year.

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*Can you please provide the name of your assessors.*

The assessment panel for the New Zealand-China Tripartite Fund consisted of

- Emily Robinson, Ministry of Business, Innovation and Employment
- Erin Morriss, Ministry of Foreign Affairs and Trade
- Michael Zhang, Education New Zealand
- Wendy Hart, Ministry of Education.

*Can you please provide me with a template funding agreement.*

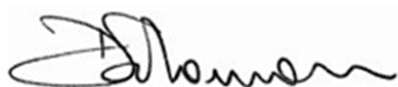
Please find attached a copy of the latest funding agreement template for the New Zealand-China Tripartite Partnership Fund.

In preparing this information release ENZ has considered the public interest considerations in section 9(1) of the Official Information Act. You have the right to seek an investigation and review by the Ombudsman of this decision.

Information about how to make a complaint is available at <https://www.ombudsman.parliament.nz/> or freephone 0800 802 602.

Please note that it is our policy to proactively release our responses to official information requests, where possible. We do not publish requesters' personal information. Please contact us if you have any questions about this.

Yours sincerely



Di Solomon  
General Manager  
Government Relations



# Tripartite Partnership Funding Agreement 2022/23

Parties to this Agreement and Programme

**Between**

Education New Zealand (ENZ or we)

**And**

[Recipient] (the recipient or you)

**Name of programme**

[Insert programme name] (the Programme)

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## Purpose of this Agreement

We will provide up to NZ\$25,000 excluding GST to develop and strengthen your collaborative tripartite relationship in China (the 'Funding'). You will do this by collaborating on research in [describe field].

The amount is based on your application and proposed activities.

[Party X and Party Y have signed a memorandum of understanding (MOU) on tripartite collaboration.]

(If necessary) You have appointed your wholly owned subsidiary, Auckland UniServices Limited (UniServices), as your exclusive agent on research performance. They will procure and enter agreements for research services on your behalf.

The rest of the Agreement contains:

- background to the programme
- details specific to your Agreement
- terms and conditions
- your completed application form.

## Background to the Programme

The New Zealand government has approved funding for Education New Zealand to initiate and develop education relationships between New Zealand and China. This programme builds on the Two Brothers programme that China's Ministry of Education created in 2001, partnering prestigious Eastern universities with universities developing in the Western Inlands of China.

The New Zealand and Chinese Ministries of Education agreed in 2005 to formally support and fund a bilateral initiative promoting tripartite relationships between the two countries. Under the arrangement, a New Zealand university would become the 'third brother' with two partner institutions in China.

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## Details specific to your Agreement (Details)

This section says what we are funding you to do and how we pay.

### What the funding is for

We fund you to collaborate on research with your Partner institutions, as detailed in Section Three of your New Zealand–China Tripartite Fund application (attached as Appendix A).

### When the Project starts and ends

This Agreement starts on when both parties sign this Agreement and ends on 30 May 2023, unless ended earlier.

Activities and deliverables	Due date
Submit interim report	6 months after both parties sign this Agreement
Submit budget update	
Activity/Deliverable	
Activity/Deliverable	
Activity/Deliverable	
Activity/Deliverable	
Submit final report	30 May 2023

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**When we pay (Payment terms and invoice claim dates)**

We will pay you in two parts, when you invoice us or as both parties agree.

Invoice 1 — fifty percent of the funding (NZ\$12,500) when you sign this Agreement, before the end of financial year 2022/2023.

Invoice 2 — fifty percent of the funding (NZ\$12,500) at the end of the project, when we receive:

- a satisfactory final report by 30 May 2023, in accordance with the Details
- evidence that you have paid for agreed deliverables and activities in the final report by the end of financial year 2022/23.

**Where to send invoices**

<b>Attention</b>	International Market Manager – Greater China
<b>Email</b>	china@enz.govt.nz AccountsInvoices@enz.govt.nz
<b>Physical address</b>	Education New Zealand Level 5, 160 Lambton Quay Wellington
<b>Postal address</b>	PO Box 12041 Wellington 6144

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## Terms and conditions

Both parties agree on the terms and conditions in this section.

### 1. Your obligations

- 1.1. To receive the Funding, you must do the following:
- a. deliver the work and deliverables (the Programme) to our satisfaction, as specified in the Details and by those due dates
  - b. follow our reasonable directions
  - c. meet with us about the Programme when we reasonably require
  - d. keep up-to-date records and information about the Funding and the Programme and allow us and appointed evaluators unrestricted access to all records and information
  - e. send us written reports as specified in the Details, by those due dates and as we otherwise reasonably require.
- 1.2. In carrying out the Programme, you must:
- a. behave professionally, following the best practices that currently apply to an organisation in your industry
  - b. follow all applicable laws, regulations, rules and professional codes of conduct.
- 1.3. 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.
- 1.4. You must refund Education New Zealand any unspent Funding within 10 business days of the Agreement ending.
- 1.5. You are responsible for the staffing (including volunteers or contractors) and resources for the Programme according to Health and Safety at Work Act 2015. This includes all payroll and any associated staff costs, such as:
- ACC levies
  - PAYE contributions
  - staff uniforms
  - holiday pay and sick leave
  - redundancy compensation, severance payments, or other amounts payable to your staff, agents and contractors.
- 1.6. You allow us to use photos and your reports to promote the Education New Zealand Tripartite Partnership Funding programme, provided you approve the promotion and publicity on a case-by-case basis.
- 1.7. We will only reimburse economy class travel.



## 2. Our obligations

- 2.1. We will fund you as specified in the Details, subject to the Government's annual Budget process.
- 2.2. We do not guarantee we will renew this Agreement.
- 2.3. We may use your reports as specified in the Details to:
  - monitor and evaluate how you deliver the Programme
  - assess ENZ funding programmes generally.

## 3. Both parties confirm

- 3.1. You confirm that:
  - a. you are fully authorised to enter into this Agreement and perform its obligations
  - b. you acknowledge that the Agreement has enforceable legal, valid and binding obligations
  - c. you are not insolvent or bankrupt, and no one has initiated any insolvency action against you
  - d. all the information you gave us for this Agreement was true, complete and accurate in all important ways when you gave it to us
  - e. you have not intentionally withheld any important information that might make us decide against funding you
- 3.2. We confirm we are fully authorised to enter into this Agreement and perform its obligations. We acknowledge that this Agreement gives us enforceable legal, valid and binding obligations.

## 4. Parties will consult each other

- 4.1. Parties will consult on anything to do with the Programme with each other, if either party wants to.

## 5. Both Parties can vary the Agreement

- 5.1. Either party can vary the Agreement if both parties agree.

## 6. Both parties monitor the Programme

- 6.1. You will continually monitor and evaluate the Programme and modify it as needed.
- 6.2. We may also audit or evaluate the Programme, or both.

- 6.3. Education New Zealand has the right to appoint an evaluator, at its cost, relating to the Programme.
- 6.4. We can observe and review your Programme, as does any evaluator we contract. You will give us or our evaluator full access to the premises where you are carrying out the Programme so we can observe and review.

## **7. We can renegotiate or end this Agreement**

- 7.1. We will review this Agreement and the Programme at mid-term and at full term to see if you are achieving the expected outcomes specified in the Details.
- 7.2. We may renegotiate or end this Agreement at any time in these situations.
  - a. We have reasonable reasons to be dissatisfied with your progress or the quality of your Programme.
  - a. You do (or fail to do) something that may hurt our business or reputation.
  - b. You breach any obligations under this Agreement.
- 7.3. We can take one of the following actions if 7.2 applies, without disadvantaging ourselves under this Agreement or under the law.
  - a. Renegotiate this Agreement with you.
  - b. End this Agreement immediately by giving you written notice. Clause 14.3 (notice to end Agreement early) will apply.

## **8. You own your intellectual property (IP)**

- 8.1. You must ensure that material you develop for the Programme respects any third-parties IP rights under legislation The Copyright Act 1994 and The Copyright Regulations 1995.
- 8.2. Either party can use the other party's name, trademark, or logo to promote their association with the Programme, as long as they have the other party's written approval.
- 8.3. You own any material you develop for this Programme.

## **9. You will use public money responsibly**

- 9.1. You acknowledge you are using public money to deliver the Programme. You will ensure:
  - a. you use the Funding only for the Programme
  - b. you do not use any Funding for bribes for the Programme.

## **10. You will consider reasonable risks and minimise them**

- 10.1. You confirm you have taken all reasonable steps to identify and minimise risks to the programme and our reputation. This includes ensuring that you:
- a. protect data and IP
  - b. keep your staff, agents, contractors, and property safe in line with the current New Zealand Health and Safety legislation.
  - c. ensure those involved in the Programme behave professionally and ethically

## **11. Both parties have limited liability — you will need insurance**

- 11.1. The total Funding amount is the maximum either party is liable to the other, whether that liability arises in contract, tort, or otherwise.
- 11.2. Neither party is liable to the other party for any loss of profit, loss of revenue, or indirect loss related to this Agreement.
- 11.3. You must have the following insurance throughout this Agreement:
- a. enough insurance to cover standard commercial risks for the Programme
  - b. other insurance we reasonably require

## **12. Either party can resolve disputes**

- 12.1. Both parties will take all reasonable steps to resolve disputes about this Agreement.
- 12.2. Either party can ask a New Zealand court to help resolve a dispute urgently.

## **13. Parties must keep information confidential**

- 13.1. Both parties may only use the other party's confidential information for this Agreement.
- 13.2. Both parties must keep the existence and terms of this Agreement confidential except in these cases:
- a. The information is public knowledge (but not because of a breach of this Agreement) or the party has independently created the information.
  - b. The law requires a party to disclose information — this includes requests under the Official Information Act 1982, the Privacy Act 2020, and requests from a regulatory body (including a relevant stock exchange).
  - c. A third party must have the information for the purposes of this Agreement, and the person agrees to keep the information confidential.

## 14. This Agreement can be ended early in three situations

- 14.1. Either party can give notice to end this Agreement immediately, if the other party:
- breaches their obligations significantly in a way that cannot be remedied
  - breaches their obligations significantly and does not remedy the breach within 10 business days of being told of the breach
  - becomes insolvent, bankrupt or subject to any form of insolvency action or administration.
- 14.2. We can end this Agreement if government policy changes are likely to affect the Programme or our ability to fund the Programme. We will give you at least two (2) months' notice in writing.
- 14.3. We can give you notice to end this Agreement immediately, if you:
- do (or fail to do) something that may damage our business or reputation or the government's reputation
  - give us information that is misleading or inaccurate
- 14.4. When we end the Agreement under this clause we may require you to do one or more of the following. Taking these actions will not disadvantage us under this Agreement or under the law.
- Show evidence of how you have spent the Funding.
  - Refund any Funding you have not spent or committed — 'committed' means given or promised to a third party for the Programme. You must make reasonable efforts to get a refund.
  - Refund what we consider to be Funding for the uncompleted part of the Programme, if you have not spent or committed the Funding.
  - Refund all Funding if you have misused or misappropriated it.
- 14.5. Ending this Agreement does not imply anything about the rights and obligations owing to the parties.

## 15. Neither party is liable in a *force majeure* event

- 15.1. Neither party will be liable to the other if a *force majeure* event stops or delays them from meeting their obligations.
- 15.2. A *force majeure* event is an event beyond a party's reasonable control. This includes the effects of COVID-19 but excludes a lack of funds for any reason.



## 16. Other conditions you need to know

- 16.1. **You cannot delegate your rights and obligations** — You must not transfer or delegate any rights or obligations under this Agreement without our written approval.
- 16.2. **Parties have their rights** — If either party waives any rights by breaching a term in this Agreement, the party still has its other rights. Also, if either party fails to exercise any rights or delays exercising any rights, it does not mean they give up those rights.
- 16.3. **Removing terms does not affect the rest of the Agreement** — If any term or provision of this Agreement is considered illegal, invalid or unenforceable, it will be removed from this Agreement. Its removal will not affect the legality, validity or enforceability of the rest of the Agreement.
- 16.4. **This Agreement may comprise two parts** — The parties may sign this Agreement in two parts. Each part will be considered an original but both parts together will be considered one contract.
- 16.5. **Notices to the other party** — Each party will give written notices to the other party at the addresses in Clause 16.7 (Addresses for service). Notices can be delivered, posted, or emailed, and notices will be considered received as follows.
- a. If hand delivered — received when it is delivered
  - b. If emailed — received on the first business day after it is emailed
  - c. If posted — received on the seventh business day after it is posted
- 16.6. **New Zealand law applies** — New Zealand law applies to this Agreement and how it is interpreted. Both parties accept that New Zealand courts have exclusive jurisdiction for hearing and ruling on disputes or other matters related to this Agreement.
- 16.7. **Addresses for service**

Education New Zealand

XXX

Level 5, 160 Lambton Quay

PO Box 12041

Wellington 6144

Attention: International Market Manager –  
Greater China

Attention: xxx

Email: xxx

Email: china@enz.govt.nz



## Signatures

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Signed on behalf of  
Education New Zealand

[Name]

Director — Greater China  
Education New Zealand

Signed on behalf of  
[Recipient]

[Name]

[Designation]

---

Date

Date

## Appendix A: New Zealand–China Tripartite Fund 2022 Application Form

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# New Zealand-China Tripartite Partnership Fund 2023

## Proposal Form

### Applicant and Partner Institution Information

New Zealand University	
Contact person	
Position	
Faculty	
CV <i>Provide a link to your CV on the university website (please include as attachment if the university directory doesn't allow public access)</i>	
Phone	
Email	
Postal address	
Website	

### Partner Universities in China

First University	
Faculty/contact person	
Position	
Second University	
Faculty/Contact person	
Position	



**Proposal**

**Alignment to Fund Objectives – Abstract**

<p>Title of Research Project Proposal</p>	
<p>Tripartite Relationship Status <i>Is this a new Tripartite Relationship? Provide letters of intent or similar documentation from all parties committing to collaboration if proposal is accepted.</i> <i>Is this an existing Tripartite Partnership? Provide MoU or evidence of established relationship</i></p>	<p><input type="checkbox"/> New or emerging Tripartite Relationship Evidence: <input type="checkbox"/> Existing Tripartite Relationship Evidence:</p>
<p>Subject Area</p>	<p><input type="checkbox"/> Arts <input type="checkbox"/> Humanities <input type="checkbox"/> Social Sciences <input type="checkbox"/> Sciences <input type="checkbox"/> Applied Science</p>
<p>Abstract (250-300 words) <i>Provide a brief outline of the research project and what the funding will help achieve.</i></p>	

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## Alignment to Fund Objectives – Partnership

1. To what extent does the proposal support the Tripartite Partnership Programme to enhance international research relationships with Chinese partners? **(250 words)**

- Provide information on areas including, but not limited to:
- Details on relationship between two Chinese partners e.g. establishment, collaboration.
- Details on current engagement with the Chinese universities. Nature of collaboration.
- Do the Chinese partners have appropriate support and funding from their institutions?
- Nature of current and proposed relationship (university-wide, faculty-faculty etc.)
- Will the partnership promote further collaboration between institutions?

## Impact – Intended Outcomes

2. Research focus of existing or proposed collaboration; possible project outline. **(250 words)**

- Deliverables for the relationship development or research project outcomes.
- Will joint collaboration actively involve both Chinese partners? How?
- How will this collaboration benefit New Zealand?
- What are the longer term objectives as the relationship matures and plans for further development.

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## Impact – Ability to Deliver

3. How will the funding be used and how will it facilitate the development of the tripartite relationship? **(250 words)**

- Provide a budget breakdown of costs with the deliverables/activities proposed.
- Funding will be limited to a maximum of NZ\$20,000-30,000 including GST per proposal.
- For proposed travel, include Plan A with the current border settings at the time of proposal and Plan B with international travel included.
- The assessment panel are looking for innovative ideas and viable solutions to encourage facilitation of partnerships. Examples of activities and deliverables accepted in previous Tripartite proposals include:
  - Increase IT capability with secure communication platforms
  - Translation costs
  - Journal Access
  - Communication and website platforms
  - Professional capability in publishing
- Demonstrate the likelihood of success of the proposed project through a detailed budget and proposed activities
- Has the project received funding from other sources?
- Is it innovative and different?

Activities and deliverables	Due date	Budget (incl. GST)
Submit interim report outlining progress on all deliverables to date	6 months after both parties sign this Agreement	
Submit budget update		
Activity/Deliverable:		
Activity/Deliverable:		
Activity/Deliverable:		
Plan A (Collaboration with current border settings)		
Plan B (Proposed International Travel included)		
Submit final report	30 May 2024	

Total Budget Requested (incl. GST):

**3.1 Risk mitigation plan (200 words)**

*Include a plan to address issues or concerns including:*

- *Intellectual property*
- *Any reputational risk for New Zealand*
- *Ethics and safety*
- *Disruption to research or collaboration due to COVID-19 pandemic*
- *Have the challenges to delivery been identified and mitigated?*

*I declare I have read [Trusted Research: Guidance for Institutions and Researchers](#)*

I declare the information in the proposal is accurate at the time of submission and the appropriate stakeholders at the university are aware of the submission.

---

*Applicant Name*

*Title*

*Institution*

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*Name of Signatory*

*Title*

*Dean of School or University Research*

*Office*

Proposal must be signed by applicant and Dean of School or University Research Office. Digital signatures are accepted.

Completed proposals supporting documents are due to Education New Zealand by 01 March 2023. The proposal should be emailed in PDF format to the ENZ China team at [china@enz.govt.nz](mailto:china@enz.govt.nz).

Please email [china@enz.govt.nz](mailto:china@enz.govt.nz) with any questions.

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