



AUCKLAND MUSEUM INSTITUTE POSTGRADUATE SCHOLARSHIP AWARD AGREEMENT

THIS AGREEMENT is made the _____ day of _____

BETWEEN Auckland Museum Trust Board, Private Bag 92018, Auckland (the “Museum”), The Domain, Grafton, Auckland.

AND (the Award Recipient)

(THE PARTIES)

BACKGROUND

- A. The Auckland Museum is established under the Auckland War Memorial Museum Act 1996 and is responsible for the ownership and possession of the Auckland Museum’s buildings, content and assets.
- B. The Museum wishes to award a postgraduate research award. The purpose is to support postgraduate research aligned to the research priorities of Auckland Museum.
- C. The Museum is not obligated to grant an Award or the full award amount if the panel determines there is no candidate that meets the criteria and/or no research proposal of sufficient merit.
- D. The Postgraduate Scholarship is of a voluntary nature and the awardee is not classed as an employee under the Employment Relations Act and any other legislation governing employment in New Zealand. Nothing contained or implied in this arrangement will create an employer employee relationship.
- E. The parties wish to record the Postgraduate Scholarship Agreement in writing below.

TERMS OF THE AGREEMENT

This Agreement shall not bind any party until signed by both Parties.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

“**Agreement**” means this Agreement, and includes the Schedules to the Agreement;

“**Intellectual Property Rights**” includes all statutory and other proprietary rights in respect of copyright and neighbouring rights, registered and unregistered trademarks, registered and unregistered designs, Confidential Information, pending applications for, and the right to apply for, any registrable rights, and all other rights in the nature of “intellectual property” as defined in Article 2 of the July 1967 Convention Establishing the World Intellectual Property Organisation;



“Key Outcomes” means the itemised research projects as set out in Schedule 1 of this **Agreement**;

“Museum” means the Auckland Museum Trust Board and includes their employees, agents, contractors, subcontractors’ and advisers;

“Parties” means the Museum and the Award Recipient and **Party** means each of them;

“Pre-Existing Intellectual Property” means all physical and intellectual outputs and materials created prior to the Commencement Date;

“Work” means all physical, research and intellectual outputs or materials (irrespective of the medium in which it may be recorded) created, produced, published, delivered or supplied from the use of Museum’s facilities, documents, information and collection objects, under this Agreement.

“Working Days” means any day of the week other than Saturday, Sunday, and excluding any recognised public holidays.

“Auckland Museum Worker” means all employees, external contractors and volunteers working in or on behalf of Auckland Museum.

2. COMMENCEMENT DATE AND TERM

- 2.1. This Agreement shall commence on XX/XX/XXXX (**“Commencement Date”**) and remain in force until XX/XX/XXXX (**“Expiry Date”**) subject to clause 3.1 of this Agreement unless terminated earlier under the provision of this Agreement (the **“Term”**).

3. RECIPIENT TO RECEIVE

- 3.1. The recipient of an Auckland Museum postgraduate award will be provided with a mentor at Auckland Museum to support their research and their experience with Auckland Museum. If appropriate, the recipient will have access to agreed-upon collections or objects, under the supervision of their mentor and with agreement of the relevant Head of Department;
- 3.2. The recipient of the Auckland Museum Institute Postgraduate Scholarship will receive an award of \$(TBC) to support an agreed postgraduate research project that is aligned to the research priorities of Auckland Museum. The award and associated mentorship and museum access will last for up to 12 months. Funds may only be used for research purposes as detailed in the application and may not be used for personal use outside of the research project or for university overheads or tuition fees. Unless the Museum and Auckland Museum Institute otherwise agree, the Scholarship will begin in the year(s) for which it is granted;
- 3.3. The recipient will have the opportunity to create research outputs (in the form of an Auckland Museum blog or other agreed upon format) on the topic of their research project and will receive support in the development of this output from their Auckland Museum mentor.
- 3.4. The Parties agree that the principal purpose of the scholarship is to contribute to Student outcomes, and agree to use their best endeavours to ensure that the design and execution of the scholarship best supports those outcomes.

4. BENEFITS TO THE AWARD RECIPIENT



The Museum shall:

- 4.1. Appoint an Auckland Museum Mentor to support the research and Work contemplated by this Agreement;
- 4.2. Provide reasonable access to the Museum Library;
- 4.3. Provide the Award Recipient with an identification card and access fob permitting entry into the Museum if this is required for their research;
- 4.4. Provide access to specified Museum facilities, documents, and collections reasonably required by the Award Recipient subject to the prior written approval by the Head of Department and supervision by the responsible Auckland Museum Mentor.
- 4.5. Auckland Museum agrees that the primary purpose of the Scholarship for the recipient is to permit the recipient to complete a certain course of study at the University. Auckland Museum will not prevent the recipient from being able to adequately present the Project and any Results in order to meet the academic requirements necessary to complete the course of study in which he or she is enrolled in a reasonable time.

5. REQUIRED OUTPUTS

- 5.1. Upon completion of the award a written report (no longer than 1000 words) should be sent to the Auckland Museum research manager at research@aucklandmuseum.com , covering:
 - 5.1.1 An overview of the research completed including key findings;
 - 5.1.2 A list of publications, presentations, or secondary research outputs (including media coverage) produced through the research;
 - 5.1.3 A summary of how the Postgraduate Scholarship benefited the research and recipient's postgraduate experience;
- 5.2. Along with their final report to Auckland Museum recipients will be expected to give a presentation to Auckland Museum Institute members and staff on their research project and to prepare a research blog article (or equivalent research output) suitable for publication on the Auckland Museum website;
- 5.3. Award recipients should present a copy of their bound thesis or dissertation to the Museum Library
- 5.4. Any publication or presentation arising from work supported by an AWMM Award should include an acknowledgement within the publication. The acknowledgement should include the name of the scholarship (The Auckland Museum Institute Postgraduate Scholarship Programme at Auckland Museum). One copy of any such publication to be forwarded to the AWMM Research Manager, at research@aucklandmuseum.com
- 5.5. Award recipients must also participate (unless otherwise negotiated) in any potential Auckland Museum Institute and/or Auckland Museum publicity regarding the Postgraduate Scholarship, knowing that publicity may include material in or supplied with the application.

6. RESPONSIBILITIES OF AN AWARD RECIPIENT



The Award Recipient shall:

- 6.1. Maintain professional collaboration with Auckland Museum Workers;
- 6.2. Contribute to the Museum's research and /or the enhancement of the Museum's research profile consistent with the Museum's Annual Plan, Research Strategy and Collection Development Plan (attached as appendix 1);
- 6.3. Permit the Museum to be associated with the Award Recipient's Work and research undertaken as part of the award;
- 6.4. Be responsible to their Auckland Museum Mentor and/or Head of Department when using Museum facilities, documents, and collections;
- 6.5. Adhere to all Museum policies, procedures and behaviour applicable to Award Recipients and Auckland Museum Workers, both within the Museum and elsewhere, when representing the Museum (all policies are available from the Museum intranet);
- 6.6. Provide reasonable advance notice to their Auckland Museum Mentor and/or the Auckland Museum Publications Working Group before publishing research and Work that relates to the award recipient's research;
- 6.7. Seek the Museum's written agreement prior to the use of the Museum's names and logos or other intellectual property (such written agreement is not to be unreasonably or arbitrarily withheld.);
- 6.8. Report on their activities at the end of the Award period, and in a format approved by the Research Manager;
- 6.9. Warrant that the delivery of any Work under this Agreement will not infringe any rights of any third person including any intellectual property rights;
- 6.10. Exercise the degree of skill, care and diligence reasonably expected of suitably qualified and experienced Postgraduate Students in similar circumstances;
- 6.11. Adhere to currently accepted professional standards, codes of conduct, ethics and practices applicable to the Award Recipient's field of research and field of expertise;
- 6.12. Comply with the Museum's reasonable instructions;
- 6.13. Not, directly or indirectly, engage in conduct which is likely to be detrimental to the reputation or image of the Museum and in conflict with the interests of the Museum;
- 6.14. All research must be carried out with appropriate permissions or permits; including but not limited to cultural permissions, human participant ethics requirements, animal ethics, local and central government permits.
- 6.15. Where an Award is used, all, or in part for work involving the collection of animals or tissue samples, a representative series from such collection should be offered to the Museum unless to do so would



contravene the conditions of a collecting permit or unless this condition is explicitly waived by the Museum at the commencement of the Award year.

- 6.16. Prior to payment, all Award recipients are required to provide the following documentation:
- 6.16.1. Auckland Museum supplier registration form – to be completed by the institution/university
 - 6.16.2. Letter/Statement of support from place of study acknowledging the method of fund administration
 - 6.16.3. A valid tax invoice from the institution or university administering the funds. Payments can only be made by Electronic Funds Transfer to a nominated bank account. Details must be provided prior to transfer of funds
- 6.17. Be responsible for organising their own travel to Auckland Museum (if site visits are necessary).
- 6.18. Comply with the Museum's Health and Safety Policy and Procedures; all Health and Safety Legislation
and, upon appointment, attend the Museum's Health and Safety training;
- 6.19. Comply with all security requirements imposed by Auckland Museum.

7. CONFIDENTIALITY

- 7.1. The Museum and the Award Recipient shall treat any information exchanged during negotiation of this Agreement or the contents of this Agreement, or the arrangements contemplated in it as confidential information and must not disclose them to any other third party except with the prior written consent of the other Party, subject always to the Museum's obligations under the Local Government Official Information and Meetings Act 1987 or any other enactment or rule of law.
- 7.2. All transactions, records and information pertaining to the business and operations of the Museum shall be held in strict confidence by the Award Recipient both during the term of this Agreement and after its termination.
- 7.3. The Award Recipient shall not copy, disclose or use any information about the business and operations of the Museum that may become known to them during the performance of this Agreement for their personal benefit or the benefit of any other person or body during the term of this Agreement and after its termination.
- 7.4. The personal information shared through the application process (name, academic background and research information) will be shared with the Auckland Museum Institute and select Auckland Museum staff involved with the selection of the Award Recipient. Information will not be shared outside of these institutions

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Subject to clause 8.2 below, the Intellectual Property Rights in all Pre-existing Intellectual Property shall continue to be owned by the Award Recipient, or the Museum, or any third party, as the case may be.



- 8.2. Award recipients retain copyright in copyright material such as a monograph, journal article, book or conference paper, created as a result of their appointment. However, the Museum shall have a non-exclusive, royalty free, worldwide and irrevocable licence to reproduce, modify or use that work when the copyright is still held by the Award recipient.
- 8.3. The Parties agree to explore in good faith any opportunities for collaborative development of any developed intellectual property arising from the award
- 8.4. The Award Recipient agrees that, in the absence of a written agreement to the contrary, the Award Recipient does not have the right or licence to use or exploit any Intellectual Property Rights owned or licensed to the Museum.
- 8.5. Nothing in this Agreement shall be construed to limit the freedom of the University, the Academic Supervisor(s) or the recipient from engaging in similar research carried out independently under other grants, contracts or agreements with parties other than the Partner.

9. RETURN OF MUSEUM PROPERTY

- 9.1. Upon termination of this Agreement the Award Recipient shall return all Museum documents, materials, equipment, assets and any other documents, materials or equipment obtained by the Award Recipient under this Agreement or otherwise acquired by it during the term of the Agreement and all copies and duplicates of those items.

10. TERMINATION

- 10.1. The award may be terminated if there are unsatisfactory reports on progress from the student's relevant academic institution or Auckland Museum, or if the recipient withdraws from their degree of study without completing the degree requirements. Termination may also occur if a recipient otherwise conducts themselves in a manner that would bring the Postgraduate Scholarship, the Auckland Museum Institute or the Museum into disrepute. In the case of termination, the recipient would not be allowed to apply for any other Auckland Museum scholarships or research awards in the future, and the award may have to be returned.
- 10.2. Renegotiation of the award time frame due to unavoidable circumstances (e.g. illness, museum closure, COVID complications etc.) will be at the discretion of Museum staff and the Auckland Museum Institute.
- 10.3. Upon termination of this Agreement:
 - 10.3.1. The Parties shall each deliver to the other, as soon as reasonably practicable, all property in their possession or control that belongs to the other party;
 - 10.3.2. The Award Recipient shall perform their outstanding obligations up to the point of termination or expiry and beyond in the case of particular obligations that are intended, expressly or implicitly, to survive termination or expiry.
- 10.4. Clauses 6 and 7 and any other relevant provisions, will survive the termination or expiry of this Agreement.

11. AMENDMENTS IN WRITING



No amendment or modification of any provision to this Agreement will be effective unless it is in writing and signed by the Parties.

12. ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties regarding its subject matter, and supersedes all previous agreements, understandings and negotiations regarding its subject matter

13. NOTICES

Any notice or communication to be given under this Agreement is to be in writing and sent by mail, fax or email to the last known address of the intended recipient. A notice by mail will be deemed to have been delivered two days after the date of posting and a notice by fax or email will be deemed to have been sent on completion of successful transmission.

EXECUTION

Signed and agreed by

Signed:

Name:.....

Signed for and on behalf of the Auckland War Memorial Museum by:

Signed

Name:

Date

**Schedule 1:
Key Outcomes**