

DATED 23 JUNE 2023

EFFECTIVE 1 JANUARY 2024

BETWEEN

THE ROYAL SOCIETY OF NEW ZEALAND

AND

THE RESEARCH TRUST OF VICTORIA UNIVERSITY OF WELLINGTON

AND

PROFESSOR GÜNTHER RAIDL

**FUNDING AGREEMENT RELATING TO CATALYST: LEADERS
INTERNATIONAL LEADER FELLOWSHIP**

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FUNDING AGREEMENT RELATING TO CATALYST: LEADERS

Agreement Number: ILF-VUW2301

THIS AGREEMENT is made on this 23rd day of June 2023.

BETWEEN: THE ROYAL SOCIETY OF NEW ZEALAND
11 Turnbull Street, Thorndon, Wellington (the “Society”)

AND: THE RESEARCH TRUST OF VICTORIA UNIVERSITY OF WELLINGTON
Research Office
PO Box 600
WELLINGTON
(the “Host”)

AND: PROFESSOR GÜNTHER RAIDL
Institute of Logic and Computation
Technische Universität Wien
Favoritenstraße 9-11, E192-01
Wien 1040
AUSTRIA
(the “Fellow”)

(The Society and the Host and the Fellow, each a “party” and together “the parties”)

BACKGROUND

- A. The Catalyst Fund supports activities that initiate, develop and foster collaborations leveraging international science and innovation for New Zealand’s benefit. It targets investment in leadership, influence, seeding and strategic cooperation through four funding streams.
- B. Catalyst: Leaders supports incoming and outgoing targeted international fellowships for exceptional individuals that cannot be supported through other means. The Objectives of Catalyst: Leaders are:
 - i. To promote the importance of international cooperation in science and New Zealand’s science and innovation capabilities.
 - ii. To catalyse science and innovation through placement of international experts in key science and innovation hubs.
- C. MBIE has contracted the Society to administer Catalyst: Leaders on its behalf.
- D. The Society has agreed to provide the Host with Funding so that the Host can participate in Catalyst: Leaders. This Agreement records the arrangement reached between the Society and the Host for the provision of Funding.

AGREEMENT

1.0 Interpretation

In this Agreement, unless the context otherwise requires:

"Agreement"	means this agreement, the Schedule/s, any appendices, and any variation agreed to in writing and signed by the parties in accordance with clause 18.2.
"Application"	means the Host's application to the Society for Funding.
"Collaboration Partner(s)"	means the international researcher(s) collaborating with the New Zealand Principal Investigator as specified in the Schedule.
"Completion Date"	means the Completion Date specified in clause 4 of the Schedule, or such other date as the Host and the Society may agree to in accordance with clause 18.2.
"Confidential Information"	<p>means:</p> <ul style="list-style-type: none">(i) any information that is of a sensitive nature or commercially sensitive to either the Society or the Host; or(ii) any secret process or formula, trade secret or any information that is within or may come into the Society's or the Host's knowledge over the course of the Agreement concerning the organisation, methods, business, finances, administration or operation of the Society or the Host; or(iii) any information that comes into the Society's or the Host's knowledge over the course of the Agreement concerning the Host, the Society and/or the Project that has been marked "confidential" by the Host or the Society; or(iv) any information that is within or may come into the Host's knowledge over the course of the Agreement concerning other Hosts to the Society,

but does not include any information that:

- (i) was known to the receiving party before the information was disclosed to that party; or
- (ii) is disclosed to the receiving party on a non-confidential basis by a third party who has the right to make such disclosure; or
- (iii) is generally available to the public through no fault of the receiving party; or
- (iv) is developed by the receiving party independently of the information disclosed by the disclosing party.

"Fellow, or Leader"	means the individual named as Fellow or Leader in this Agreement who is in receipt of an award as listed in the Schedule.
"Financial Year"	is the period between 1 July of any specified year and 30 June of the following year, inclusive.
"Funding"	means the maximum amount paid or payable to the Host as specified in clause 2 of the Schedule.
"Host/s"	means the New Zealand or international research organisation that will be hosting the Fellow.
"Intellectual Property"	means all intellectual property and proprietary information pertaining to material brought into existence, or required to be brought into existence, as part of, or for the purposes of, the Project, including inventions, registered and unregistered trade marks, patents, registered designs, copyright, confidential information and scientific discoveries.
"Key Personnel"	means the key personnel listed in clause 6 of the Schedule, either individually or collectively as the context requires.
"New Zealand Principal Investigator"	means the New Zealand individual nominated by the Host Institution, who is responsible for the proposed activity.
"Partner Institution(s)"	means the international research organisation of the Fellow or Leader, and the research organisation of other Key Personnel.
"Project"	means the unique research collaboration proposed by the Application.
"Project Expenses"	means the expenses in the agreed Budget attached as an appendix to this Agreement.
"Research Findings"	means all information arising from, and all findings and scientific discoveries arising from or in relation to, the Project.
"Schedule"	means the Schedule to this Agreement.
"Society"	means the Royal Society of New Zealand, as defined in the Royal Society of New Zealand Act 1997, and for the purposes of this Agreement includes the Council and employees of the Society and any other agent of the Society.
"Starting Date"	means the Starting Date specified in clause 3 of the Schedule or such other date as the Host and the Society may agree to in accordance with clause 18.2.
"Working day"	means a day of the week other than a Saturday, a Sunday, or any public holiday as defined under section 44(1) of the Holidays Act 2003.

2.0 **Nature of Agreement**

This Agreement is for the supply of funding from Catalyst: Leaders. The relationship between the parties is one for the supply of funding only, on the terms and conditions set out in this Agreement. Nothing in this Agreement shall be construed as establishing a contract of employment, a partnership or a joint venture between:

- (a) The Society and the Host; or
- (b) The Society and the Fellow

3.0 **Term**

This Agreement commences on the Starting Date and will expire on the Completion Date unless earlier terminated in accordance with this Agreement or at law.

4.0 **Duties**

4.1 Duties of the Society

The Society must provide the Host with Funding for the Project up to the maximum amount set out in clause 2 of the Schedule, subject to the terms and conditions of this Agreement.

4.2 Duties of the Host

The Host must:

- (a) commence the Project by the Starting Date, work responsibly, and use the Host's best endeavours to complete the Project by the Completion Date; and
- (b) ensure that the Project is delivered as described in the Application to achieve the overall aims of the research as set out in the Schedule to this Agreement; and
- (c) make every reasonable endeavour to ensure that the Fellow and the New Zealand Principal Investigator works towards completing the Project, and meeting the Milestones, on or before the Completion Date and will make every reasonable endeavour to ensure that the Fellow and the New Zealand Principal Investigator fulfil the obligations set out in clause 5 of the Schedule; and
- (d) assist the Fellow in meeting any New Zealand Immigration Service requirements; and
- (e) during visits to New Zealand, the Host must provide the Fellow with the office space and resources (including access to a computer) necessary to enable the Fellow to achieve the milestones of the Project.
- (f) use the Funding only for the Project Expenses; and
- (g) provide reports to the Society by the dates set out in clause 5 of the Schedule that include the following:
 - (i) an explanation of the work carried out by the Host and Fellow towards the Project, including an explanation of any differences between the

- work expected to be carried out in the Project and the work actually carried out; and
 - (ii) an account of the Host's use of the Funding to date; and
 - (iii) whether the Host and/or Fellow has complied with the terms and conditions of this Agreement; and
 - (iv) if the Host and/or Fellow has not complied with the terms and conditions of the Agreement, the reasons for the non-compliance; and
- (h) provide any information about the Project and the use of the Funding to the Society, as requested by the Society from time to time; and
- (i) provide reasonable access and information to the Society or its authorised agents to:
- (i) allow inspection of the conduct of the Project so that the Society may satisfy itself that the Host is complying with the terms and conditions of this Agreement; and
 - (ii) enable the Society to reasonably satisfy the Society's own duties to report on and be accountable for the Society's provision of the Funding; and
- (j) apply for and obtain any consents and approvals required to implement the Project or to undertake research that is part of the Project, including, but not limited to, statutory and ethical consents and any approval required under a moratorium; and
- (k) comply with the Society's Code of Professional Standards and Ethics and with any other applicable recognised codes relevant to the type of research being undertaken; and
- (l) notify the Society in writing and as soon as practicable if:
- (i) there is a change in the active involvement, or in the employment relationship with either the Partner Institution or the Host, of any Key Personnel in the Project; or
 - (ii) it becomes apparent to the Host, or the Host suspects, that any consent or approval required to implement the Project or to undertake research that is part of the Project is either unavailable or unable to be obtained by the date by which the consent or approval is required; or
 - (iii) it becomes apparent to the Host, or the Host suspects, that the Host will be unable to comply with any of the terms and conditions in this Agreement; and
- (m) ensure that all Research Findings are made public within a reasonable period of time of the Research Finding being finalised; and

- (n) include the following matters in the final report to the Society required under clause 4.2 (g):
 - (i) details of the data and sample repositories that will be used to store the metadata, data and samples collected as part of the Project; and
 - (ii) where the metadata, data, and samples will be stored if no data or sample repositories are available; and
- (o) unless prohibited by any consent or approval required to implement the Project or to undertake research that is part of the Project, and subject to the Privacy Act 2020, establish adequate and reasonable access to metadata, data and samples collected as part of the Project within twelve months of the Completion Date of the Agreement to:
 - (i) people carrying out research; or
 - (ii) national and international repositories; and
- (p) if the Host cannot comply with clauses 4.2(m), 4.2(n) or 4.2(o), seek an exemption from the requirement to comply with those clauses from the Society, and provide the Society with written reasons why the Host cannot comply with those clauses. The Society may grant an exemption from clauses 4.2(m), 4.2(n) and/or 4.2(o) only if the Society considers that it would be unreasonable to require the Host to comply with them; and
- (q) acknowledge, when and where appropriate, the provision of funding support from the New Zealand Government by using the phrase, “Catalyst: Leaders funding is provided by the New Zealand Ministry of Business, Innovation and Employment and administered by the Royal Society Te Apārangi” or similar wording; and
- (r) where the Host has entered into contracts for service or contracts of employment with personnel involved in the Project:
 - (i) not lead any person to believe that any remuneration or other payments to personnel are to be met by the Society directly; and
 - (i) make clear to the personnel that there is no contractual relationship between the Society and the personnel; and
 - (ii) expressly state in all contracts for services or employment entered into by the Host in relation to the Project that the contract may be terminated where funding by the Society under this Agreement is reduced, stopped or frozen; and
- (s) if the Society gives the Host notice that the Host must comply with government policy or directive, comply with that government policy or directive; and
- (t) Connect the Fellow beyond its own institution.

4.3 Duties of the Fellow

The Fellow must:

- (a) acknowledge in all of their external references to the Project (including in publications), the provision of funding through this scheme: “Catalyst: Leaders funding is provided by the New Zealand Ministry of Business, Innovation and Employment and administered by the Royal Society of New Zealand” or similar wording; and
- (b) commence the Project no later than the Starting Date of this Agreement and work diligently towards achieving the Project, and meeting the milestones, by the Project Completion Date; and
- (c) notify the Host and the Society if it becomes apparent to the Fellow, or the Fellow suspects, that the Fellow will be unable to comply with any of the terms and conditions in this Agreement; and
- (d) agrees that he/she will not undertake any work in New Zealand that will interfere with achieving the Project; and
- (e) agrees to visit other relevant research groups and the Society, at least once during the term of their Project; and
- (f) with the New Zealand Principal Investigator, to establish contact with a representative of the Ministry of Business, Innovation and Employment, Wellington to arrange a meeting during the final year of their fellowship, to discuss their experience of the Project.
- (g) prepare reports, as detailed in clause 5 of the Schedule, for comment and endorsement by the Host Organisation, that include the following:
 - (ii) an explanation of the work carried out by the Host and Fellow towards the Project, including an explanation of any differences between the work expected to be carried out in the Project and the work actually carried out; and
 - (iii) an account of the Fellow’s use of the Funding to date; and
 - (iv) whether the Host and/or Fellow has complied with the terms and conditions of this Agreement; and
- (h) to ensure that s/he is adequately covered for medical and travel insurance before undertaking any visit to and/or within New Zealand; and
- (i) comply with the Society’s Code of Professional Standards and Ethics and with any other applicable recognised codes relevant to the type or research being undertaken.

5.0 Intellectual Property

- 5.1 The Society warrants and undertakes to the Host and Fellow that the Society will make no claim to ownership of any Intellectual Property arising from, or in relation to, the Project.
- 5.2 The Host and Fellow acknowledge and agree that the Society is not responsible for determining the ownership of Intellectual Property arising from, or in relation to, the Project.
- 5.3 The Host and Fellow must use reasonable endeavours to ensure that Intellectual Property developed from the Project is exploited to the benefit of New Zealand.
- 5.4 For the purposes of clause 5.3, "exploited to the benefit of New Zealand" means generates value for New Zealand, including generating economic, environmental and social benefits in the ways identified in the Host's Application.

6.0 Payment of Funding

- 6.1 Subject to clauses 6.2, 8.1 and 8.2, the Society must pay the Funding to the Host on the dates specified and in accordance with the payment process detailed in clause 2 of the Schedule.
- 6.2 The Host is not entitled to, and the Society is not obliged to make, payments of Funding until the Host has completed all reports due under clause 4.2(g) to a satisfactory standard, and those reports have been received by the Society.
- 6.3 As soon as possible after the Completion Date of the Contract, if requested by the Society in writing, the Host shall return to the Society any Funding remaining after the Host's contractual commitments and other amounts owing that relate to the Programme have been satisfied if the Funding remaining is over \$10,000 (GST exclusive). If the Host has less than \$10,000 (GST exclusive) remaining, the Host may use that Funding for any purpose that relates to the Programme.

7.0 GST Registration

- 7.1 The Host must ensure that the Host is GST registered, if required.
- 7.2 The Host is responsible for paying any taxes or levies that arise in relation to the Funding, including, but not limited to, ACC levies.

8.0 Change Events

- 8.1 The parties agree that the following events are "Change Events" for the purposes of this clause:
 - (a) the Society is dissatisfied, on reasonable grounds, with the Host's conduct in carrying out the Project, the Host's use of Funding, or the level of active involvement of Key Personnel; or
 - (b) the Society is dissatisfied, on reasonable grounds, with the quality or timeliness of the Host's reporting on the Project under clause 4.2(g); or
 - (c) the Host or Fellow breach any other material term or condition of this Agreement and fails to correct the breach within the time specified by the Society in a notice to the Host; or
 - (d) there is a change in the employment relationship with either the Partner Institution, or with the New Zealand Host, of any Key Personnel in the Project unless prior approval by the Society has been granted.

- 8.2 If, in the Society's opinion, a Change Event has occurred, the Society will give notice to the Host and Fellow of the Change Event.
- 8.3 The Society, the Host, and the Fellow:
- (a) must attempt to discuss the Change Event in good faith; and
 - (b) may agree to vary this Agreement, including to, without limitation, reduce the scope of the Project or reduce the amount of Funding provided by the Society.
- 8.4 If the Society, the Host, and the Fellow do not resolve the Change Event by one month after the date of notice given under clause 8.2, either may terminate this Agreement.
- 8.5 If the Society fails to take any particular action on the happening of a Change Event, the Society's inaction will not be deemed to be a waiver of the Society's rights to take action on that Change Event at a later date.
- 8.6 This clause does not apply if the Society terminates this Agreement under clause 9.0 below, and nothing in this clause prevents the Society from exercising its powers under clause 9.0 below.

9.0 Termination

9.1 Termination by the Society

- (a) The Society may terminate this Agreement by giving notice to the Host and Fellow, and no further payments will be made by the Society, if:
 - (i) any information given, or representation or statement made by the Host to the Society in the Application or during the course of this Agreement, is misleading or inaccurate in any material respect; or
 - (ii) the Society considers, on reasonable grounds, that the Host or Fellow have not used their best endeavours to perform the Host's and Fellows obligations under this Agreement; or
 - (iii) the Society considers on reasonable grounds that the Host has used the Funding other than in accordance with this Agreement or has misused or misappropriated the Funding; or
 - (iv) an order of a Court is made or an effective resolution is passed for the liquidation or dissolution of the Host or any analogous proceedings are taken in respect of the Host, or the Host ceases or threatens in writing to cease to carry on the whole or a substantial part of its business, or a receiver is appointed in respect of the Host, or the Host makes or attempts to make a compromise with its creditors; or
 - (v) the Catalyst: Leaders funding available to the Society is reduced, stopped or frozen for any reason beyond the control of the Society, so that the Society is unable to meet its obligations to the Host.
 - (vi) If the Society fails to take any particular action on the happening of an event detailed in clause 9.1(a), the Society's inaction will not be deemed to be a waiver of the Society's rights to take action on that event at a later date.

9.2 Termination by the Host or Fellow

- (a) Subject to clause 9.2(b), the Host or Fellow may terminate this Agreement by giving 20 Working Days notice to the other parties if another party commits a serious breach of this Agreement and the breach is not remedied within that 20 Working Day period.
- (b) If the Fellow elects, for reasons of changed personal circumstances, not to pursue the Programme, the Fellow may terminate this Agreement by giving the Host and Society 20 Working Days notice.
- (c) The Fellow's ability to terminate this Agreement under clause 9.2(b) does not affect the Society's right to request repayment of monies under clause 10.1.

10.0 Consequences of Termination

- 10.1 In the event of termination under clause 9.1, except under clause 9.1(a)(v), or in the event of termination under clause 8.4 or clause 16.5, the Society may require the Host to return all Funding that the Host has not spent and in respect of which the Host has not incurred contractual liabilities at the date of termination.
- 10.2 In the event of termination under clause 9.1(a)(i) or 9.1(a)(iii), the Society may require the Host to return, as a debt due to the Society:
 - (a) all Funding paid by the Society to the Host up to the date of termination; and
 - (b) interest on all Funding due to the Society under clause 10.1 of this clause from the date of termination to the date the Funding is repaid to the Society, at the same rate as the Bank of New Zealand Commercial Base Lending Rate or any equivalent or replacement rate determined by the Society.

11.0 Notices

- 11.1 For the purposes of this Agreement, the Society's contact person is the Director - Research Funding, and the Host's contact person is specified in clause 8 of the Schedule.
- 11.2 Unless the Society otherwise directs, notices given to the Society are to be in writing, delivered to the Society at 11 Turnbull Street, Thorndon, Wellington 6011, or sent by ordinary pre-paid post or fastpost, addressed to PO Box 598, Wellington 6140, or sent by email to International.Applications@royalsociety.org.nz and are to be addressed to the Society's contact person.
- 11.3 Notices given to the Host under this Agreement are to be delivered or sent to the addresses set out in clause 8 of the Schedule and are to be addressed to the Host's contact person.

12.0 Liability and Insurance

- 12.1 Under no circumstances will the Society be liable to the Host or Fellow for:
 - (a) any loss, damage, injury or cost (direct or consequential) arising from the Host's or Fellow's conduct of the Project, or from the results or products of the Project; or
 - (b) the suitability, safety, proper performance, commercial viability or marketing of the results or products of the Project.

13.0 Confidentiality

- 13.1 Each party must not disclose the other party's Confidential Information to any third party (including a contractor), unless:
- (a) such disclosure is necessary to perform the party's obligations under this Agreement or both parties agree to the disclosure, and before any Confidential Information is disclosed to the third party the third party is bound by obligations in writing no less onerous than those contained in this clause 13.0; or
 - (b) disclosure is required by law; or
 - (c) the disclosure is to the Ministry of Business, Innovation and Employment or to the Minister of Science and Innovation.
- 13.2 The parties must not use, or allow third parties that have been given information under clause 13.1(a) to use, the other party's Confidential Information other than for the purposes for which it was disclosed.
- 13.3 Neither party may publicise any of the terms of this Agreement or any other matters related to this Agreement without obtaining the prior written consent of the other party, unless the matter being publicised is:
- (a) the Project Agreement Number, set out in the Schedule; or
 - (b) the name(s) of the Partner Institution(s) as set out in the Schedule; or
 - (c) the name(s) of Key Personnel; or
 - (d) the Project Title, as set out in the Schedule; or
 - (e) the amount of Funding payable or paid to the Host under this Agreement; or
 - (f) the description of the Project set out in the Schedule.
- 13.4 Nothing in this clause 13.0 prevents the Society from using any Confidential Information for the purposes of providing the Confidential Information as evidence in a dispute or for the purposes of enforcing this Agreement.

14.0 Indemnity

- 14.1 The Host and Fellow undertake to indemnify the Society against any claims, demands, costs, losses, liabilities or expenses that may arise at any time from the Project, or from the results or products of the Project.

15.0 Subcontracting and Assignment

- 15.1 The Host may subcontract a third party to deliver some aspects of the Project. However, the entry by the Host into a subcontract will not relieve the Host from liability for the performance of any obligations under this Agreement. The Host is liable to the Society for the acts and omissions of each of its subcontracts as if they were acts or omissions of the Host.
- 15.2 Unless specifically provided for in the Project, neither party may assign or subcontract this Agreement or any of its obligations under this Agreement, without the prior consent in writing of both parties, who must not unreasonably withhold their consent.

16.0 Force Majeure

- 16.1 Notwithstanding any of the provisions of this Agreement, neither party shall be liable for any delay or default due to natural calamities, acts or demands of Governments or any Government agency, wars, riots, strikes, floods, accidents or other unforeseen causes beyond the party's control and not due to the party's fault or neglect (a Force Majeure Event).
- 16.2 In the case of a Force Majeure Event, the party unable to fulfil its obligations due to the Force Majeure Event must immediately notify the other party in writing of the reasons for its failure to fulfil its obligations and specify the nature, extent and expected duration of the circumstance giving rise to the Force Majeure Event.
- 16.3 On service of the notice and subject to clause 16.4, the party claiming force majeure will, for so long as the Force Majeure Event continues, have no liability in respect of the non-performance of its obligations to the extent that performance of those obligations is prevented or delayed by the Force Majeure event.
- 16.4 The party claiming to be prevented from performing any of its obligations under this Agreement by reason of a Force Majeure Event must use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of that party's obligations under this Agreement, and must keep the other party fully informed about the status of the Force Majeure Event and the extent to which that event is preventing the party claiming Force Majeure from performing its obligations.
- 16.5 If a party is unable to comply with an obligation imposed on it under this Agreement as a result of a Force Majeure Event for 20 consecutive Working days or for an aggregate of 50 Working days in any 12 month period, the other party may terminate this Agreement by giving notice.

17.0 Dispute Resolution

- 17.1 The parties must, in the first instance, attempt to resolve any disputes arising in connection with this Agreement by discussion between the parties.
- 17.2 In the event that any dispute arising in connection with this Agreement cannot be resolved by discussion, either party may notify the other, in writing, of its intention to request a meeting to try and resolve the dispute. The parties must use their best endeavours to meet within 15 Working days of a party receiving such notice.
- 17.3 If the dispute is not resolved within 30 Working days of the notice of the dispute or an extended period agreed to by the parties, either party may, by giving notice to the other party, refer the dispute to mediation. The mediator and the mediator's fees will be agreed upon by the parties. The parties will bear the mediator's fees equally. If the parties cannot agree on a mediator or the mediator's fees within 5 Working days of a party receiving notice referring a dispute to a mediation, the mediator will be appointed, or the fees set, by the chair of Resolution Institute (or his/her nominee).
- 17.4 Any mediation must be held in Wellington, New Zealand, or by videolink if the parties agree.
- 17.5 Mediation proceedings must be conducted under the Resolution Institute standard mediation agreement.
- 17.6 If the parties fail to resolve the dispute at mediation, either party may terminate the Agreement immediately by giving notice to the other party.
- 17.7 To avoid doubt, this clause 17.0 does not apply if the Society terminates this Agreement under clause 9.1.

18.0 Entire Agreement

- 18.1 This Agreement represents the entire Agreement between the parties.
- 18.2 No modification, variation or waiver of this Agreement or any of its provisions shall be effective or binding on either of the parties unless recorded in writing and signed by the authorised representatives of the parties.

19.0 Survival of Clauses

- 19.1 Expiry or termination of this Agreement for any reason does not affect the validity and enforceability of this clause and the relevant duties of the Host or Fellow (clauses 4.2(g), (h), (m), (n), (o), (p) and (q)), intellectual property (clause 5.0), payment of funding (clause 6.0), consequences of termination (clause 10.0), confidentiality (clause 13.0), indemnity (clause 14.0), dispute resolution (clause 17.0), and governing law (clause 20.0) clauses of this Agreement.

20.0 Governing Law

- 20.1 This Agreement shall be governed by and construed in accordance with New Zealand law.

Signed by The Research Trust of Victoria University of Wellington
(for and on behalf of the Host)


(Signature)

Dan Thompson. Manager, Contracts & Systems, Research Office
(Name & Title)

in the presence of:


Witness:
(signature)

Full Name:

Occupation:

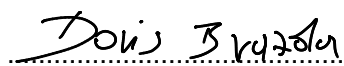
Address:

Signed by Professor Günther Raidl


(Signature)

Univ.-Prof. Dr. Günther Raidl
(Name & Title)

in the presence of:

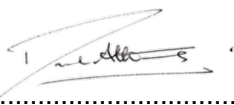
Witness: 
(signature)

Full Name: Mag. Doris Brazda

Occupation: Office manager

Address: Institute of Logic and Computation, TU Wien, Favoritenstr.9/1921, 1040 Vienna

Signed for and on behalf of the Royal Society of New Zealand

A handwritten signature in black ink, appearing to read 'Paul Atkins', written over a dotted line.

(Paul Atkins, Tumu Whakarae | Chief Executive)

A handwritten signature in black ink, appearing to read 'Mark Stagg', written over a dotted line.

(Dr Mark Stagg, Tumu Pūtea Maruārangī Director—Research Funding)

SCHEDULE

Project Agreement Number: ILF-VUW2301

Project Title: Machine Learning for Combinatorial Optimisation: An Evolutionary Computation Approach

Award: International Leader Fellowship

Special Terms: The Fellow must spend a minimum of 4 weeks per year in New Zealand with the Host institution.

1. Application Number(s): 23-VUW-005-ILF

2. Total approved funding and payment process:

Year	Invoice No.	Sum NZD (excl. GST)	Payment Purpose (excl. GST)	Payment Date
1	ILF-VUW2301-1	\$50,000	Up to \$20,000 Fellow Stipend Up to \$20,000 Research, travel and associated costs Up to \$10,000 Host administration costs	Upon signing of this contract
2	ILF-VUW2301-2	\$50,000	Up to \$20,000 Fellow Stipend Up to \$20,000 Research, travel and associated costs Up to \$10,000 Host administration costs	Upon provision of Report 1; refer to clause 5 in the Schedule
3	ILF-VUW2301-3	\$35,000	Up to \$20,000 Fellow Stipend Up to \$10,000 Research, travel and associated costs Up to \$5,000 Host administration costs	Upon provision of Report 2; refer to clause 5 in the Schedule
4	ILF-VUW2301-4	\$15,000	Up to \$10,000 Research, travel and associated costs Up to \$5,000 Host administration costs	Upon provision of Final Report; refer to clause 5 in the Schedule
Total Payment		\$150,000		

The Society will pay funds into the Host's nominated bank account as follows:

Account Number: 06-0507-0102655-00

Account Name: Research Trust of Victoria University of Wellington

3. Starting Date: 01 January 2024
4. Completion Date: 31 December 2026
5. Reporting dates:

Report	Due date
Activity Report 1	31 December 2024
Activity Report 2	31 December 2025
Activity Report 3 (Final)	31 January 2027

6. Key Personnel:

	Name	Organisation
Fellow:	Professor Günther Raidl	Technische Universität Wien AUSTRIA
New Zealand Principal Investigator:	Associate Professor Yi Mei	Victoria University of Wellington

7. Ownership Details: The Research Trust of Victoria University of Wellington

8. Host's Address for notices:

Postal address:
Victoria University of Wellington
Research Office
PO Box 600
WELLINGTON

Host's contact details:

Contact person:	Manager VUW
Phone No:	04-463 6848
Email:	research-contracts@vuw.ac.nz

9. Appendices attached (*delete if not applicable*):

1. Public Summary
2. Exchange Details
3. Milestones
4. Budget

Appendix 1: Public summary

Combinatorial optimisation is ubiquitous with real-world applications such as supply chain and transportation, which are high priorities in New Zealand to save cost and utilise the limited resources more efficiently. Designing effective combinatorial optimisation solvers highly demands domain expertise. Enabling computers to automatically design combinatorial optimisation solvers will be game changer and completely shift the paradigm of combinatorial optimisation. Although this is not a completely new research area, the existing research have limitations on very strongly restricted form of solvers (e.g., mathematical programming or local search heuristics), and the solvers trained by machine learning typically have poor scalability and can only be applied to a very narrow range of future problem scenarios. This project will address the above challenges by proposing novel evolutionary computation and machine learning algorithms incorporating advanced techniques such as surrogate and multi-fidelity models, transfer learning and parallel computing. We expect the outcome of the project to make significant contributions to the automatic design of combinatorial optimisation solvers in terms of effectiveness, efficiency and generality.

Appendix 2: Exchange Details

Contract	TRAVELLER	DESTINATION COUNTRY	Start	DURATION (DAYS)
ILF-VUW2301	Prof. Günther Raidl	New Zealand	1/12/2026	30
ILF-VUW2301	Prof. Günther Raidl	New Zealand	1/12/2025	30
ILF-VUW2301	Prof. Günther Raidl	New Zealand	1/12/2024	30

Appendix 3: Milestones

Year 1	<ol style="list-style-type: none"> 1. Understand the current state-of-the-art techniques in the groups of the Leader and Host and discuss how the techniques can complement with each other. 2. To narrow down the scope of the project, explore the common problems of interests for both sides, which represent significant strategic benefit for both New Zealand and the Europe. 3. Exchange the codebase/computational platforms to facilitate studies. 4. Organise seminars/meetings with other colleagues (e.g., A/Prof. Hui Ma and Dr.Aaron Chen) and students in the Research Group at Victoria University of Wellington to find common research interests.
Year 2 (if applicable)	<ol style="list-style-type: none"> 1. Have meetings to share the research progress and new knowledge obtained during the year. Meet with colleagues and students in the Research Group 2. Discuss an application to Horizon Europe, including the proposed research topics (encompassed in Cluster 7 of the Work Programme for 2023-2024) and team, in partnership with other EU full and associate members. Plan to submit the application to the Horizon Europe as early as March 2024. 3. The Leader visits other New Zealand researchers in related areas (e.g., A/Prof. Michael O'Sullivan from University of Auckland, Prof. Richard Green from University of Canterbury, A/Prof. Grant Dick from University of Otago) to seek for mutual research interests that better leverage the Leader for the capacity and capability development of New Zealand.
Year 3 (if applicable)	<ol style="list-style-type: none"> 1. Have meetings to share the research progress and new knowledge obtained during the year. Meet with colleagues and students in the Research Group. 2. Continued engagement with the Horizon Europe consortia, and further collaborations and exchange of students and staff members between the partners in Europe and New Zealand. 3. Co-organise activities in the international research community, such as special sessions in international conferences and special issues on international journals. 4. The Leader meets with the New Zealand industrial partners, such as the Wellington Free Ambulance, Wellington Harbour, NZ Post, as well as Māori stakeholders to discuss about potential opportunities to commercialise the outcome of the project for the benefit of New Zealand.

Appendix 4: Budget

Proposal Leaders	Contact PI's Surname	Initials	Application Number	Panel
	Mei		23-VUW-005-ILF	January
	Year 1 (excl GST)	Year 2 (excl GST)	Year 3 (excl GST)	
(a) Travel Costs: <i>Flights, transport, accommodation and daily allowance inclusive</i>				
Prof. Günther Raidl	15000	15000	15000	
Total Travel Costs (a)	15000	15000	15000	
(b) Research Activities: <i>Consumables and other research expenses</i>				
Field trips w Leader to NZ Researchers	2000	2000	2000	
Total research related costs (b)	2000	2000	2000	
(c) Expenses for holding Symposiums, Seminars, and Meetings:				
Workshop organisation	3000	3000	3000	
Total other costs (c)	3000	3000	3000	
Additional Cost for applications towards an International Leader Fellowship or a Julius von Haast Fellowship.				
Leader Stipend (up to \$20,000) (d)	20000	20000	20000	
Host Administration (up to \$10,000) (e)	10000	10000	10000	
Total Annual funding (a-e)	50000	50000	50000	
Total Funding Requested (Y1+Y2+Y3)	150000			