



PARTICIPATION AGREEMENT
KŌKIRI BUSINESS ACCELERATOR PROGRAMME
(The Program)

Between

Te Wānanga o Aotearoa

AND

.....
(The Company)

.....
.....
.....
.....
.....

(Participants – Founders and Team Members)

Initial:

Parties

TE WĀNANGA O AOTEAROA TE KURATINI O NGA WAKA (“TWoA”) having the registered address of 320 Factory Road, Te Awamutu.

AND

THE COMPANY:

TEAM MEMBERS: (Name each one)

..... Founder / Team Member (circle one)

..... Founder / Team Member (circle one)

..... Founder / Team Member (circle one)

..... Founder / Team Member (circle one)

..... Founder / Team Member (circle one)

(“the Team”)

having the registered address of

1. Appointment

TWoA appoints the Team, and the Team accepts the appointment, to participate in the Kōkiri Programme, in accordance with the Terms and Conditions set out in this Agreement for the duration of the Kōkiri Programme.

2. Agreement Documents

The following documents form this Agreement which together form the whole Agreement:

2.1. these Agreement covering pages including execution;

2.2. the Kōkiri Programme Details and Key Dates (Schedule 1)

2.3. the Terms and Conditions – Kōkiri Programme (Schedule 2);

2.4. the Access Areas Plan (Schedule 3);

2.5. the Milestones (Schedule 4); and

2.6. any other documentation attached to, incorporated by reference in, this Agreement.

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Execution

By signing this Agreement, each Team including every Founder and Team Member acknowledges and agrees that it has read and understood the terms and conditions of this Agreement and agrees to be bound by it:

Signed For: TE WĀNANGA O AOTEAROA (TE KURATINI O NGA WAKA)

320 Factory Road, Te Awamutu 3800

Signature: _____

Signature: _____

Date:

Date:

Name:

Name:

Position:

Position:

Signed by:

KŌKIRI PARTICIPATING TEAM:

Founder Name:

Founder Name:

Position:

Position:

Address:

Address:

Signature: _____

Signature: _____

Date:

Date:

Founder Name:

Founder Name:

Position:

Position:

Address:

Address:

Signature: _____

Signature: _____

Date:

Date:

Founder Name:

Position:

Address:

Signature: _____

Date:

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Schedule 1: Kōkiri Accelerator Programme Details and Key Dates

Key Dates:

Selection Wānanga: 16 – 17 April 2021

Letters of Acceptance sent to Selected Teams: 20 April – 23 April 2021

Public announcement of Selected Teams: May 2021

Kōkiri Accelerator Programme Details

Duration of Kōkiri Accelerator Programme: 12 weeks

Start Date: 30 April 2021

End Date: 6 August 2021

Main Team Contact:

Phone:

Email:

2nd Team Contact Person:

Phone:

Email:

TWoA Kōkiri Director: Aubrey Te Kanawa

Phone: 021 810 604

Email: aubrey.tekanawa@twoa.ac.nz

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Schedule 2: Kōkiri Terms and Conditions

1. Duration of Kōkiri Programme

This Agreement and the Kōkiri Programme commences on the Start Date and ends on the End Date referred to in Schedule 1 unless terminated earlier in accordance with the terms of this Agreement.

2. Application and Selection

- 2.1. The Application and selection of Teams will be completed within the application and selection dates outlined in Schedule 1.
- 2.2. The application and selection dates are subject to change at the sole discretion of TWoA upon reasonable notice being provided to the Team or Applicant.
- 2.3. TWoA will follow its created Selection Process but reserves the right to amend the Selection Process at its sole discretion.
- 2.4. The decisions of the Selection Panel will be final and TWoA is under no obligation to provide declined Teams with any reasons for not selecting them into the Kōkiri Programme but may do so at their sole discretion.

3. Programme Requirements

The Team must comply with the following requirements throughout the Programme:

- 3.1. A Team may consist of Company Founders, team members, or employees. The team size will be a minimum of 2 and no more than 5 members.
- 3.2. Attendance at all Wananga events during programme is compulsory for at least 2 Representative(s) of the Company. Companies must also have a Representative in attendance for at least 90% of online zoom tutorials during program. Failure to meet attendance requirements will result in milestone payments being reduced or withheld.
- 3.3. All Team Members must allow Callaghan Innovation to have access to them and all Team Members must reasonably co-operate with Callaghan Innovation and TWoA for any requests including any requests for information.
- 3.4. All Team Members must upon request at the End Date complete a customer satisfaction survey as provided by Callaghan Innovation and any other review or survey required by TWoA throughout or at the End Date.

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- 3.5. Provide TWA with public statements about their business and any other relevant information relating to their participation in the Kōkiri Programme.
- 3.6. All Team Members must complete a web-form provided by Callaghan Innovation to collect company level information and baseline evaluative data relating the Team upon request from Callaghan Innovation or TWA.
- 3.7. Provide information about the Team's financial status on the Start Date of the Kōkiri Programme and annually thereafter for three years post-completion of the Kōkiri Programme to TWA and/or Callaghan Innovation. This clause will survive the length of this Agreement and the End Date.
- 3.8. All Team Members must only access TWA spaces and facilities confirmed by TWA in accordance with the Access Areas Plan attached to this Agreement in Schedule 3 within usual business hours being between 7.00am to 10.00pm Monday to Friday unless access is granted outside of these hours by invitation and agreement by TWA.
- 3.9. All Team Members must participate and create a ScaleUp NZ profile during the Kōkiri Programme.
- 3.10. The Team each warrant that they will not engage in any conduct which could bring TWA, any Supporting Organisation or the Kōkiri Programme into disrepute and must at all times act in the best interests of those parties.
- 3.11. The team must satisfactorily complete all Milestones referred to in Schedule 4 and do so with all due care and skill and adhere to all reasonable instructions to do so.
- 3.12. Failure to meet the Milestones as set out in Schedule 4, at the sole discretion of TWA, could result in Termination of the Participant Agreement by TWA, withholding of grant payments by TWA or exclusion of the Team from key programme events such as the Investor Showcase or Demo Day.
- 3.13. Satisfaction of Milestones are to be evidenced to the Programme Director or the Programme Manager by the Team before the relevant due dates.
- 3.14. Payments in Schedule 4 will be made as follows:
 - a. Invoices: The Team must submit a valid GST invoice to TWA for payment instalments on the dates set out in Schedule 4. All invoices must contain the Team Name.

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- b. Payment: TWoA shall pay all amounts set out in the invoice that are properly payable by TWoA to the Team on the 20th day of the month following the date the invoice is received by TWoA, provided the invoice is received by TWoA's Finance Department no later than the 5th of the payment month.
- c. GST: Unless otherwise stated all amounts set out or payable pursuant to this Agreement are exclusive of GST.

4. Supply of Information

If the Selection Panel, TWoA or any Supporting Organisation require any further information throughout the Selection Process or during the Kōkiri Programme or after in accordance with requirements in clause 3 above, a TWoA representative will contact the Team directly and request the further information required which must be supplied as soon as possible to the TWoA representative. All further information will be collected, stored, used and shared in accordance with clause 7 of this Agreement.

5. TWoA Obligations

5.1. TWoA agrees to provide the following resources and tools to the Selected Team's participating in the Kōkiri Programme:

- d. The service of the Kōkiri business accelerator programme referred to in clause 3 and Schedule 1 above.
- e. NZ\$10,000.00 excluding GST cash funding for the development of the Team's business or product of which this payment will be paid by TWoA during the programme in accordance with the provisions of Schedule 4 and the other terms of this Agreement.
- f. The opportunity and skills to identify the additional resources needed to grow the Team's Business as part of the programme which unless specifically stated as being provided by TWoA will be the sole responsibility of the Team to source and obtain.
- g. Access to Kōkiri Co-working Space and any other TWoA Access Areas as part of the programme or confirmed by TWoA but otherwise as shown in Schedule 3. The spaces and facilities available to the Teams is subject to change at the discretion of TWoA.
- h. Access to international and local mentors with industry and technical expertise. Mentors will be engaged by TWoA at its sole discretion. Mentors will have the discretion to work only with selected Teams at their election, and vice versa for Teams not wishing to work with certain mentors at their

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discretion. TWoA will liaise with the parties to allocate appropriate Mentors with each Team but the allocation of TWoA will be final.

- i. Access to national and international investor groups via your Team being showcased to various funding and investment groups selected by TWoA at its discretion. This does not guarantee any investment or support from these groups.
- j. Business exposure through Kōkiri marketing activities conducted by TWoA at its discretion, based on the promotion of the Kōkiri Programme and the Team's journey. While on occasion your Team may be highlighted in these marketing activities no business or particular advantage is promised or guaranteed as a result of the Kōkiri marketing plan.
- k. Invite the Team to create a ScaleUp NZ profile.

5.2. In addition to the above resources and tools in clause 5.1, TWoA will provide each team with a travel allowance of \$1,000.00 NZ to assist in travel to and from the programme. This amount will be provided for alongside the first grant instalment outlined in clause 5.1 (b). TWoA will provide each team with 3 night's accommodation per Noho Wananga, at the Mangakōtūkutuku accommodation site, located at Glenview, Hamilton should this be required. The provision of accommodation is not redeemable for cash or other forms of value.

5.3. The Team will be solely responsible for all other expenses not supplied by TWoA including but not limited to all food, daily expenses, petrol or any other services incurred or required by all Team Members in attendance and participation in the Kōkiri Programme.

5.4. The Team acknowledges and agrees that the above resources, tools and/or arrangements are all complimentary to their participation in the Kōkiri Programme and are therefore subject to change by TWoA or any of their Supporting Organisations.

5.5. Whilst these Agreement Terms and Conditions do not intend to exclude or limit any statutory rights of the Team, however, to the extent it is permitted by law to do so, TWoA makes no representations or warranties, express or implied, under laws other than the New Zealand Consumer Guarantees Act 1993 regarding the quality or suitability of the Kōkiri Programme as part of the Team's Application and this Agreement and will not be responsible for breach of such representations or warranties.

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6. Conduct and Compliance

6.1. The Team acknowledges and agrees to comply with:

- a. any “house rules”, code of conduct for the Kōkiri Programme issued by TWoA from time to time and also incorporate the TWoA values of Te Aroha, Te Whakapono, Ngā Ture and Kotahitanga.
- b. all rules, bylaws, regulations and governing legislation at all times during their participation in the Kōkiri Programme.
- c. all policies and procedures including but not limited to the Health, Safety and Wellbeing Policy, Data Security Policy and the No Smoking Policy. Copies of any of the policies and procedures referred to will be provided to the Team upon request by TWoA.
- d. The Team acknowledges and agrees to comply with all Health and Safety legislation and TWoA policies as follows:
 - i. promptly notify and provide details to TWoA of any risk or hazards which the Team observes or becomes aware of at the Mangakōtuketuku Site or in connection with the Kōkiri Programme and/or any near miss, notifiable event, incident, injury, illness, or accident it becomes aware of at the Mangakōtuketuku Site or in connection with the Kōkiri Programme whether or not the same involves any TWoA equipment and/or TWoA Personnel;
 - ii. provide TWoA with such assistance as may be necessary to conduct any health and safety review or investigation;
 - iii. consult, cooperate and coordinate activities and facilitate engagement with TWoA any other persons (including all other Personnel, users, suppliers, service providers, and contractors to TWoA) to the extent that the parties have overlapping duties in relation to health and safety; and
 - iv. where the Team is in control of the Mangakōtuketuku Site, take all practicable steps to ensure the safety of Personnel, and any other parties, including visitors, contractors, subcontractors, volunteers, service providers, the public, visitors to the Site and any areas under the control of the with the Team, and any person required to be on the Mangakōtuketuku Site.

6.2. The Team acknowledges and agrees that they will ensure that the Team and any authorised visitors will not disturb or cause any inconvenience to TWoA

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including their Personnel, users, suppliers, service providers, contractors, students and employees and their property.

7. Confidentiality and Privacy

- 7.1. The Team acknowledges and agrees to keep confidential and not use, publish, disseminate, share, or discuss with others any business or confidential information of other Team Members, Teams, TWoA, Supplier Organisations or any other authorised or related entities, contractors, employees or other students of TWoA and the Kōkiri Programme, unless express written approval is provided. This clause will survive the End Date of this Agreement.
- 7.2. TWoA may collect and retain personal information relating to a Team Member directly from the individual or via another Team Member as well as from the Application Form or any other documentation completed or provided on behalf of a Team Member in the Team and throughout the completion of the Kōkiri Programme in order to participate and complete the Kōkiri Programme.
- 7.3. Under the applicable Privacy legislation, each Team Member has rights and obligations and in particular rights of access to, and correction of, personal information (except insofar as it relates to any exemption provided by the Privacy Legislation).
- 7.4. TWoA may, from time to time, share personal information about a Team Member or the Team (including their contact details) with third parties. This is for the purposes of undertaking ensuring compliance with contractual obligations with funding providers, sharing with any of the Supporting Organisations (including an affiliated Iwi or Hapu), marketing and offering business opportunities (including any business opportunities provided by an affiliated Iwi or Hapu), debt collection and credit reporting or assessment and for any other directly related purposes in connection with which the information was obtained relating to the Team's Application and participation in the Kōkiri Programme. The member's personal information will at all times be treated strictly confidentially and in accordance with the Privacy legislation.
- 7.5. TWoA may transfer personal information about the Team Member or Team to third parties to increase efficiencies and opportunities in its Kōkiri Programme systems and/or for other operational purposes including marketing and offers.
- 7.6. TWoA may retain and/or use such information for as long as reasonably required for the above purposes.
- 7.7. In all instances, personal information will be collected, held and used in accordance with TWoA's Privacy Policy located at

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<https://www.twoa.ac.nz/Pages/Privacy> and the Privacy Acknowledgement completed as a part of the Team's Application.

7.8. A Team may request access to and correction of any personal information held by TWoA at any time by contacting the TWoA privacy officer at Taumatua, PO Box 151, Te Awamutu 3840 in accordance with the Privacy Legislation.

7.9. Any confidential or personal information provided by the Team to TWoA which is on-forwarded to Callaghan Innovation will have the same protections as those stated in the Contract between Callaghan Innovation and TWoA.

8. Intellectual Property

8.1. With the exclusion of clause 10 below, all intellectual property of the parties will be and remain their separate property whether developed before, during or after the End Date of this Agreement and the Kōkiri Programme and otherwise stated in clause 10 below, in all cases neither party grants to the other any licence to use, copy or modify any intellectual property of the other.

9. Disclaimer and Limitation of Liability

9.1. The Team acknowledges and agrees that acceptance into the Kōkiri Programme does not guarantee, imply or predict the success of the Team's Business at the Application, during the Kōkiri Programme or following the End Date and the Team have applied and enter into this Agreement at their own risk and based on their own due diligence and investigations.

9.2. TWoA will not be responsible for the success or failure of the Team and/or the Business or any decision relating to the Team and/or the Business based on or arising from the Services or the Team's involvement in the Kōkiri Programme.

9.3. TWoA (including its directors, officers, employees, contractors, and agents) will not be responsible for any loss or damage (including loss of opportunity, profits, goodwill or business revenues, and any other special, indirect or consequential losses) arising in any way out of the Application or participation in the Kōkiri Programme including, but not limited to, loss or damage which arises as a result of any of the following:

- a. electronic or human error, or the processing of Applications or the Kōkiri Programme;
- b. any variation in the Services to this Agreement or the Kōkiri Programme and in these Terms and Conditions; and

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c. any tax liability incurred by the Team.

except to the extent that such loss or damage cannot be excluded by law.

10. Consent to Photography/Filming for Promotional Purposes

By applying and entering into this Agreement to participate in the Kōkiri Programme, each Team Member:

10.1.acknowledges and accepts that TWOA, its Supporting Organisations, or nominees may take photographs and short videos of the Team and/or Team members for marketing purposes;

10.2.gives his or her unconditional and irrevocable consent to being photographed and/or filmed at any workshop or event related to the Kōkiri Programme by TWOA, its Supporting Organisations or nominees, without compensation or credit; and

10.3.confirms that TWOA, its Partners and nominees, will own all rights (including copyright) in all photographic/video images taken by TWOA, its Supporting Organisations or nominees respectively at any workshop or event related to the Kōkiri Programme (Works) and will have full permission to use and reproduce the Works for any purpose related to the media exploitation, marketing or promotion of TWOA, its Supporting Organisations or the Kōkiri Programme.

11. Termination

11.1.TWoA may terminate this Agreement by giving not less than 5 working days' notice to the Team.

11.2.In addition to the right to terminate in clause 11.1 above, either party may terminate this Agreement at any time and with immediate effect by written notice to the other party, if the other party has committed any material breach of this Agreement, which is not reasonably capable of being remedied by the other party within 10 working days of receiving a written notice.

11.3.Without limiting the rights of TWoA in the above clauses 11.1 and 11.2, TWoA may terminate this Agreement at any time and with immediate effect by written notice to the Team if:

a. the Callaghan Innovation, Tertiary Education Commission, or any similar body ceases including but not limited to the Supporting Organisations the

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provision of any funding to TWoA for the matters in respect of which TWoA requires and also to implement the Kōkiri Programme;

- b. the New Zealand Qualifications Authority (or equivalent authority), advises TWoA of a material issue with operations of TWoA which impact the operation and implementation of the Kōkiri Programme.

11.4. The consequences of the termination of the Agreement prior to the End Date are that:

- a. the termination will not affect either parties' rights and remedies for any breach of this Agreement by the other party or any clauses which are specified as surviving the length and End Date of this Agreement;
- b. TWoA will not be required to pay, meet or pro-rata any of their obligations in clause 5 of this Agreement upon the Termination of this Agreement, however, TWoA may request from the Team to pay back or return any reasonable costs or payments provided to them but TWoA must have regard to the stage of the Kōkiri Programme in their assessment of any return of any reasonable costs.
- c. The Team will at the request of TWoA, return any information, resources or tools and complete any information or surveys required by TWoA or their Supporting Organisations including but not limited to the return of all confidential information and intellectual property.

12. Dispute Resolution

12.1. In the first instances, the parties agree to meet and discuss in good faith any dispute between the parties arising out of this Agreement or the Kōkiri Programme. If those discussions fail to resolve the dispute, the TWoA Kōkiri Director may refer the dispute to senior management for resolution. Failing any resolution by senior management, the parties agree to attempt to resolve the dispute by Mediation and then Arbitration.

12.2. Neither party may issue legal proceedings (other than interlocutory relief) in response of any such dispute, unless that party has first taken reasonable steps to comply with clause 12.1.

13. Further Terms

13.1. Variation: TWoA reserves the right to amend this Agreement at any time at its sole discretion and any such changes will, unless otherwise noted, be effective immediately.

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- 13.2. Severance: If any provision of this Agreement shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected.
- 13.3. Entire Agreement: The parties each acknowledge that this Agreement and any agreement agreed in writing between the parties which expressly refers to these Terms and Conditions (including any order which is accepted by TWoA), contain the entire understanding and agreement between them and that there have been no representations made by either party to the other except as expressed in these Terms and Conditions.
- 13.4. Force Majeure: TWoA will not be liable for any default under these Terms and Conditions due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or any other event beyond its reasonable control.
- 13.5. Governing Law: These Terms and Conditions will be deemed to be made in New Zealand and will be construed and governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand.

14. Definitions

Ahikōmako – Centre of Māori Innovation and Entrepreneurship means the site within the Mangakōtūkūtuku campus, 254 Ohaupo Road, Glenview, Hamilton.

Application means the Application Form completed online by the authorised personnel including the accepted terms and conditions and privacy statement.

Company means the Team's business, start-up, innovation, or product as described in its Application.

Founder means a person who has created, and has an ownership of the company. In addition means the key team member selected and authorised to liaise with TWoA in relation to the Kōkiri Programme (being the person listed as the "Team's Contact Person" on the Application).

Kōkiri Programme means the service provided to the Team and undertaken by the Team for 12 weeks from the Start Date to the End Date.

Mangakōtūkūtuku Site means the TWoA Campus on Ohaupo Road, Glenview Hamilton. This including the accommodation facility.

Supporting Organisations means entities that have entered into an agreement with TWoA for the provision of the Services or funding to contribution and support the Kōkiri Programme and any resources or tools included.

Selection Panel means the judging panel to be convened by TWoA as selected by TWoA and who will be responsible for determining selection of the successful Teams and Team Members into the Kōkiri Programme.

Selection Process means the process designated by TWoA for selecting teams to participate in the Kōkiri programme. This process is subject to change at the discretion of TWoA.

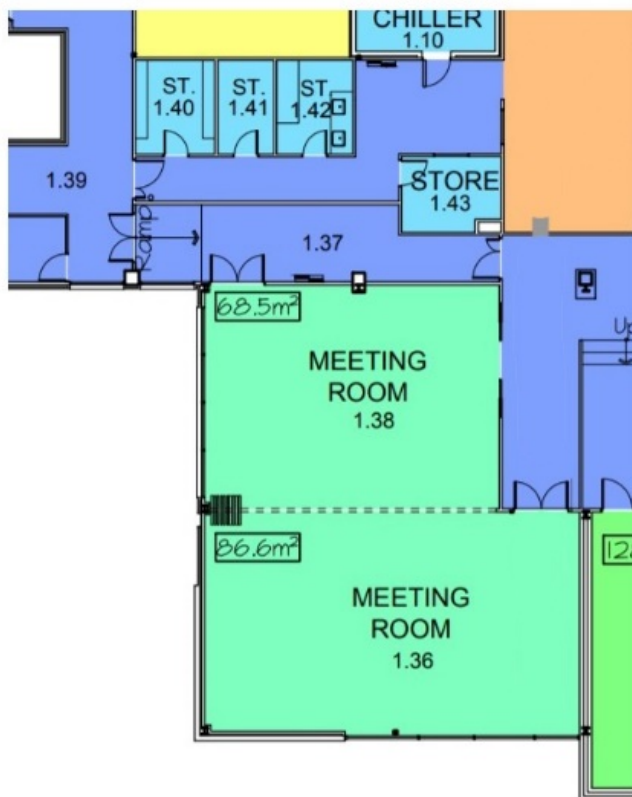
Services means the provision of support, expert advice, mentoring and related services through the Kōkiri Programme by TWoA and any Supporting Organisations.

Team means the Business and all named Team Members in the Application, including Founders. For the avoidance of doubt, any reference to the Team means all Team Members whether severally or jointly.

Schedule 3: Kōkiri Team Access Areas

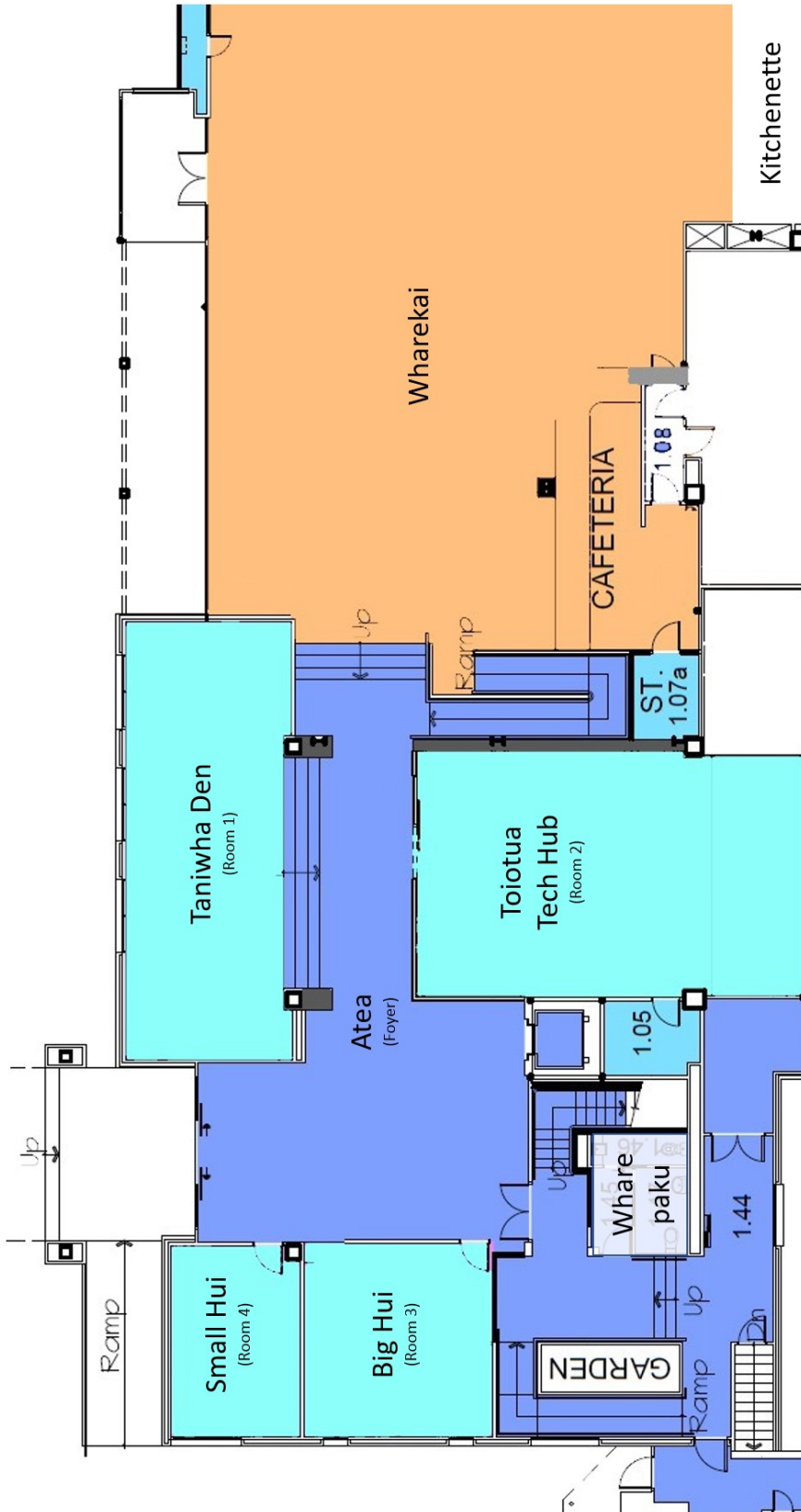
Kōkiri Teams shall have shared access to the list of areas in Schedule 3. This list should be read in conjunction with the attached floor plan. Teams will also have access to common areas equivalent to enrolled taura of TWoA during normal business hours.

Room Name	Pre-Booking Required	Room Code
Ahikomako - Classroom / Event Area		1.03
Small Hui Room	Yes	1.49
Large Hui Room	Yes	1.48
Tech Hub (Te Toiotua)		1.04
Ahikomako - Coworking Space		1.36 - 1.38



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AHIKOMAKO – SITE PLAN



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Schedule 4: Milestones

Part One: Programme Attendance

There must be a representative(s) of the Team in attendance at programme for 90% of programme days.

Part Two: Grant & Travel Allowance Payment Schedule

Milestone	Grant & Travel Allowance Payment Milestones	Due Date	Payment Date	Payment Amount
1	Signed participation agreement	25 th April 2021	7 th May 2021	\$2,000
	Signed FIN25 supplier details form			
	Certificate of Incorporation			
	Validation Report Iteration 1			
2	Solution Design Presentation	30 th May 2021	11 th June 2021	\$1,500
	Prototype product in development or completed			
	Validation Report Iteration 2			
3	Validated Business Model	20 th June 2021	3 rd July 2021	\$1,500
	Unit Economic & Market Size Calculations			
	Competitor Analysis			
	Business Plan Iteration 1			
4	Digital Marketing Strategy / Plan	18 th July 2021	30 th July 2021	\$1,500
	Sales Strategy / Plan			
5	Business Development Roadmap	8 th August 2021	20 th August 2021	\$1,500
	Financial Model			
	Capitalization Plan			
	Investor Pitch Presentation*			
6	Minimum attendance requirements Achieved	8 th August 2021	20 th August 2021	\$3,000
TOTAL (excl. GST)				\$11,000

Payments will be processed and paid within 2 weeks of receipt of the milestone requirements being met and evidenced by the Program.

Part Three: Presentations

Teams must have developed an appropriate pitch presentation in a format required by the Programme in order to participate in the final investor showcase event.

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