

INTANGIBLE HERITAGE GRANT FUND – Guidelines 2020

This Guideline will be followed during the assessment of applications for funding from the Intangible Heritage Grant Fund (the Grant).

Intangible Heritage includes knowledge, stories, histories, memories, traditions, waiata, oral histories, trails and past landscape features. It also includes past events, their associated sites and the people connected to them; hidden archaeology; wāhi tapu; wāhi taonga; ingoa wāhi; music; kapa haka; dance and language.

Intangible Heritage includes the meanings and associations of a place, including historical, social, cultural, spiritual and commemorative values. Intangible and tangible heritage are usually interwoven and exist in heritage places and objects.

The Intangible Heritage Grant Fund supports the vision of the *Our Heritage, Our Taonga - Heritage Strategy 2019-2029*:

Kia kōmiroa, kia whiria ngā weu kia ū, Kia roa, kia pītonga ai te taura

We work together to recognise, protect and celebrate our heritage, which weaves our stories and places together, and is vital to the identity and wellbeing of our communities and the district.

Purpose of the Grant

Heritage Grant funding supports owners, kaitiaki, communities and groups to protect, promote and celebrate the unique stories and places which are our taonga.

Christchurch and Banks Peninsula have a rich and diverse heritage which is a significant part of our identity. The places, memories and stories of all our cultures are treasures to be shared, celebrated and passed on to future generations. Valuing and connecting with our taonga provides individual and community benefits and is a foundation for a vibrant, dynamic and sustainable 21st century city.

Heritage provides our communities with connections to place, culture, identity and to one another. In addition, heritage delivers economic benefits, educational, recreational and tourism opportunities, and contributes to sustainability.

Our heritage is tangible and intangible, built and natural and comprises places, objects, stories, memories and traditions. Tangible and intangible aspects usually co-exist in heritage places and items, and are interwoven.

We have an opportunity to preserve and share the places, stories and memories which are our taonga.

Heritage grant schemes provide financial support to contribute to the protection of the district's heritage now, and for future generations.

Intangible Heritage Grant funding aims to support communities, groups and individuals to recognise, promote and celebrate their unique heritage stories and taonga.

Intangible Heritage Grants support communities, groups and individuals to practice the principles of **Kaitiakitanga** and **Manaakitanga** and to share their own stories and histories.

This grant scheme aims to encourage whanaungatanga, by supporting heritage projects which respect, value and develop our connections to each other.

Intangible Heritage Grants achieve positive heritage outcomes by weaving together, strengthening and providing for all aspects of heritage and taonga tuku iho in Christchurch and on Banks Peninsula.

A successful application to the Fund will need to adhere to the Terms and Conditions of the Grant (**attached as Appendix 1**).

Scope of Projects covered by the Fund:

The primary purpose of the Fund is to support intangible heritage projects (the Project) which strengthen and provide for all aspects of heritage and taonga tuku iho in Christchurch and on Banks Peninsula. The scope of Project components for consideration of a grant shall include, but not be restricted to, the following:

- Projects that encourage whanaungatanga and celebrate heritage as a taonga that respects, values and develops our connections to each other.
- Projects that raise awareness of the value of tangible and intangible heritage as a vital component of the unique identity of the district.
- Projects that are inclusive of the diversity of Christchurch and Banks Peninsula's cultural heritage, including Ngāi Tahu and other iwi, European, Pasifika and people of all ethnic and cultural backgrounds.
- Projects that support the creation of ongoing, accessible heritage resources.
- Projects that recognise stories, people, customs, language, festivals, past events, commemorations, and cultural landscapes as taonga which our communities wish to pass on to future generations.
- Projects that identify, research and document new or untold heritage stories.
- Projects that engage a wide audience and provide a range of accessible opportunities to people of all ages and abilities.
- Projects that focus on themes of Christchurch and Banks Peninsula's diverse history.
- Projects that support cultural wellbeing and other wellbeing outcomes.

Applications to the Fund can be made to cover the costs related to delivery of an approved Intangible Heritage Project within the Christchurch District.

The Fund is **not** available in the following circumstances:

- Projects whose primary purpose is private gain or advancing private business interests without a public good component, and from which there is no community benefit;
- Projects that are considered to be the primary responsibility of local or central government or another funding body;
- Purchase of alcohol;
- Projects that denigrate, exclude or offend parts of the Community;
- Projects that pose significant risk to the public or Council;
- Project providers that have breached previous funding agreements with the Council, including post-project reporting criteria;
- Purchase of insurance cover;
- Retrospective costs, or project or purchase costs incurred or settled before the agreed commencement date of the Grant;
- Debt servicing or re-financing costs;
- Stock or capital market investment;
- Gambling or prize money;
- Payment of any legal expenditure, including costs or expenditures related to mediation disputes, ACC, Employment Tribunal, Small Claims Tribunal, Professional or

Disciplinary Body hearings, fines, court costs, IRD penalties or retrospective tax payments;

- Purchase of land and buildings;
- Operational, service, maintenance and upgrade costs including utilities such as power and phone;
- Activities or initiatives where the primary purpose is to promote religious ministry, political objectives, commercial or profit-oriented interests;
- Money that will be re-distributed as grant funding or sponsorship;
- Purchase of vehicles and any related ongoing maintenance and repair except in the case of significant moveable heritage, or road user charges;

The following will **not** generally be funded, except in exceptional circumstances:

- Projects solely undertaking investigations such as scoping or feasibility.
- Fundraising.
- Air travel, accommodation, hotel/motel expenses.
- Conference fees and costs.

Assessment of Applications

Each Grant will need to support the delivery of the Heritage Strategy's pou. These are the values of:

- **Manaakitanga** – Celebrating and sharing Our Heritage, Our Taonga
- **Tohungatanga** – Identifying, understanding and valuing Our Heritage, Our Taonga
- **Kaitiakitanga** – Protecting and caring for Our Heritage, Our Taonga
- **Rangatiratanga** – Leadership and respect for Our Heritage, Our Taonga
- **Wairuatanga** – Spiritual connections with Our Heritage, Our Taonga.

Each Grant will also need to align to the principles of:

- **Accessibility;**
- **Respect for all cultures;** and
- **Heritage conservation principles.**

The following factors will be considered when assessing each Grant application and determining the amount of each Grant:

- How the Project will add to the understanding of the district's diverse heritage.
- How the Grant will increase the quality and diversity of the available information on the district's history.
- The extent to which the Project weaves together and/or includes different stories and perspectives.
- How the Grant will help share and enhance the participants' experience.
- How well the Project aligns with the Heritage Strategy pou and principles.
- The extent to which the Project will provide a permanent accessible record of an aspect of the district's heritage.
- The extent to which the Project supports community wellbeing and the Council's Strategic Priorities.
- The amount of funding received from other sources, including additional grants received from the Council and other agencies or funding bodies.

Determining the amount of the Grant

If an application is successful then the amount of the Grant shall equate to a percentage between 0 - 100% of the value of the scope of works for the Project as detailed in the Grant Application. The percentage of the value will be determined at the sole discretion of the Committee, who shall consider how the application meets the overriding purpose of the Fund.

Intangible Heritage Grants of over \$5,000 will be presented to the Committee for their consideration on a quarterly basis. Reports can be presented other than on a quarterly basis at the specific discretion of the Committee or the Council, having regard to any special circumstances which may apply.

Approval of Grants

- Grants of up to and including \$5,000 will be assessed by the Heritage Grants Group, which will consist of at least two members of the Heritage Team, a representative of Mana Whenua/Christchurch City Council Senior Advisor Ngāi Tahu Relationships, and where appropriate representatives from other Council units.
- Grants up to and including \$5000 will be approved by the Head of Urban Design, Regeneration and Heritage, or direct upward report.
- Grants over \$5,000 will require approval by the Sustainability and Community Resilience or relevant equivalent committee ('the Committee') of the Council.
- The Committee has delegated authority to approve each Intangible Heritage Grant of over \$5,000. Determining if any grant will be made is at the sole discretion of the Committee.
- Recommendations for grants to Projects of significance to iwi and mana whenua will be provided by the Ngāi Tahu Principal Advisor and included in the staff report to the Committee. The Committee has delegated authority to approve grants for mana whenua heritage.
- Recommendations for grants to Projects of significance to ethnic communities will be agreed with appropriate representatives from other Council units.

Expiry of Grant

The award of the Grant will expire 18 months from the date of written approval of the Grant. This period will only be extended with the written consent of the Committee.

Retrospective Grant Approvals

Where Projects have been undertaken without consultation with Council with regard to a grant application, and where there has been no prior written agreement as to the scope of works applicable to the Project for consideration of a grant, then no grant application will be accepted for the Project other than at the specific discretion of the Committee or the Council having regard to any special circumstances which may apply.

INTANGIBLE HERITAGE GRANT TERMS AND CONDITIONS

Consent

The Christchurch City Council (Council) has adopted these terms and conditions to apply to your application to the Intangible Heritage Grant Fund (Fund) for a funding grant (Grant) relating to a Heritage Project (Project).

Your application to the Fund is governed by these terms and conditions (Terms).

Upon being awarded a Grant you agree to be bound by these Terms.

These Terms must be read together with any Terms and Conditions specific to the Grant. If there is any conflict between these Terms and any Terms and Conditions specific to the Grant, then these Terms will prevail to the extent of the inconsistency.

Terms

1. GRANT
 - 1.1 Grant - The Council agrees that it shall make payment of the Grant to you upon receipt of the completed Grant Acceptance Form.
 - 1.2 In consideration of payment of the Grant you agree that you shall apply the Grant solely for the purposes described in the Intangible Heritage Grant Guidelines, and the Grant Acceptance Form.
 - 1.3 Any amount of the Grant which has not been used for the approved purpose of the Grant upon completion of the Project shall be immediately reimbursed to the Council.
 - 1.4 Payment will be effected by Electronic Funds Transfer (EFT) (direct credit).
2. CONDITIONS OF THE GRANT
 - 2.1 Accountability - you shall:
 - a. Provide an Intangible Heritage Grant Summary (Accountability Report) on or before the relevant reporting dates;
 - b. Acknowledge receipt of the Grant in your annual report and in any publicity material produced in conjunction with the Grant;
 - c. Keep and maintain accurate records of the application and the expenditure of the Grant including but not limited to receipts, bank statements and invoices;
 - d. Notify the Police and the Council immediately if you have reason to believe that the Grant or any part of the Grant has been stolen or misappropriated;
 - e. Notify the Council immediately if you experience any issues or difficulties which may compromise the use of the Grant for the purposes specified in the Intangible Heritage Grant Guidelines, the Fund Application Form and the Grant Agreement Letter; and

- f. You must disclose to the Council if a Christchurch City Councillor, local Community Board member, a Council employee or their immediate family has any interest or involvement in the activity for which this Grant is being provided.
- 2.2 No assignment: You shall not assign, sublicense or otherwise dispose of your rights and obligations under these Terms.
- 2.3 Review - On request from the Council, you shall facilitate a review of the application and expenditure of the Grant by:
 - a. Making your documents, records and premises available for inspection;
 - b. Providing any information in relation to the expenditure and application of the Grant within 14 days of a request by the Council;
 - c. Procuring the availability of personnel to discuss the application and expenditure of the Grant with the Council's Representative or any person designated by the Council's Representative; and
 - d. Doing all other things reasonably necessary to facilitate a review of the expenditure and application of the Grant.
- 3. GRANT PUBLICITY AND INTELLECTUAL PROPERTY
 - 3.1 You acknowledge that the Council may include details of the Grant in public announcements or statements.
 - 3.2 You acknowledge that the Council may include images and information provided in the Accountability Report in communications.
 - 3.3 You warrant that you have the authority, copyrights, permissions or licences that may be required for the purposes of the Grant and shall indemnify and keep indemnified the Council from and against all claims, liabilities, losses, damage and expenses suffered or incurred by the Council in connection with any breach by you of the warranties contained in this clause.
- 4. MEETINGS BY REPRESENTATIVES
 - 4.1 You shall appoint a representative who shall be authorised to give and receive all directions and instructions in connection with the matters set out in these Terms.
- 5. HEALTH AND SAFETY
 - 5.1 So far as is reasonably practical you must ensure the health and safety of participants, workers and other persons in relation to any purpose to which the Grant is to be applied.
 - 5.2 You must maintain standards of health, safety, security and environmental practice that at all times meet, or exceed, the requirements of the Health and Safety at Work Act 2015, as applicable, and any other applicable codes, legislation, policy and regulations. Failure to do so will constitute a material breach of this Agreement.
 - 5.3 Where applicable under the Health and Safety at Work Act 2015, you must ensure that you consult, cooperate and coordinate their activities with all other 'Persons Conducting a

Business or Undertaking' (PCBUs) who have a duty in relation to the purpose to which the Grant is to be applied.

6. TERMINATION

6.1 The Council may terminate the Grant and these Terms immediately if:

- a. You fail to comply with your obligations under these Terms;
- b. the Council considers there are any unsafe conditions or activities arising from the purpose to which the Grant is to be applied;
- c. By any means whatsoever, you cause the image or reputation of the Council to fall into disrepute; or
- d. the Council determines that in its reasonable opinion the provision of the purpose to which the Grant is to be applied will not proceed or be completed, for any reason whatsoever, whether or not within the control of the Council.

7. INDEMNITY

7.1 Indemnity – you indemnify the Council in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortuous, criminal, reckless or dishonest errors, acts or omissions in the performance of your obligations under these Terms.

8. GENERAL

- 8.1 Council as Local Authority – you acknowledge that the Council in terms of its regulatory function as a Local Authority, is obliged to act as a Local Authority and not as a party to this Agreement. Nothing in these Terms will affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority.
- 8.2 Force majeure event - A party will not be liable for any failure to perform its obligations under these Terms to the extent that failure is due to factors outside its reasonable control, including but not limited to acts of God, war, fire, electricity failure, pandemic, or third party industrial actions.
- 8.3 No partnership: Nothing in these Terms and Conditions shall be deemed to constitute an agency, partnership or joint venture between the parties.
- 8.4 All Grants are in New Zealand dollars. Applications from legal entities are preferred, however applicants seeking up to and including \$10,000 can be made by an individual. Applicants seeking more than \$10,001 must be a legal entity registered in New Zealand such as an incorporated society, charitable trust or limited liability company. Individuals seeking more than \$10,001 will need to partner with a legal entity and include in their application, a letter from the entity endorsing this arrangement.