

Brian Gaynor Initiatives

Business Writing & Journalism Excellence Award



Terms and Conditions

Brian Gaynor Business Journalism Initiative – Terms and Conditions

The **Brian Gaynor Business Journalism Initiative** was established in June 2023 to **strengthen and promote the quality and appeal of New Zealand business and economic writing and journalism.**

The Initiative offers a contestable financial award (the Financial Award) to support and foster high quality and informed business and economic writing and journalism in New Zealand. It is supported by an endowment fund. These terms and conditions govern the Financial Award offered by the Initiative. By making an application, you accept these terms and conditions.

Aim: To support and foster high quality and informed business and economic writing and journalism in New Zealand.

Eligibility: Journalists, writers and editors, both staff and freelance, as well as news organisations, based in New Zealand.

- Applicants in all forms of media will be considered – text, audio, video, online, electronic and print media.
- Applicants need not be working in business reporting, but the proposal must be related to economic, financial, or business issues.

Applicants must:

Be either:

- working for a New Zealand news or current affairs publisher, OR
- working in New Zealand as a freelance journalist

AND

- Be a member of, or be willing to adhere to the principles established by, the New Zealand Media Council, and
- Agree to adhere to, and be subject to, the Broadcasting Standards Codebook and Broadcasting Standards Authority processes, if applicable.

Applications: Applications are considered annually, but not exclusively. Applications must be submitted on time and be complete and legible to be valid.

Financial Award decisions: This will be a contestable process, to which applicants can apply with bespoke news projects, investigative and research proposals, or educational initiatives (each, a **Proposal**). The successful applicant(s) will be chosen by the selection committee from among all valid applications. The selection committee reserves the right in its sole discretion not to award the Financial Awards in some years.

- All decisions, including the number and value of the Financial Awards, are at the sole discretion of the selection committee and no correspondence will be entered into.
- The selection committee may determine that a Financial Award be paid by way of a series of payments against certain specified milestones or dates.
- Part-funding for a major project may be considered. See the Co-Tenure section below.
- Financial Award decisions, including decisions to expand or alter selection criteria in response to particular Proposals, are at the sole discretion of the selection committee.

Selection criteria: Financial Award recipients are determined by the selection committee. The selection committee may take into account (without limitation):

- The quality of the application, including demonstration of how the funding sought will be applied to produce the intended outcome, and a realistic timeframe for completion.
- The quality of the applicant's previous work.
- The relevance of the Proposal to the enhancement of New Zealand business and economic writing and journalism output.
- Support from the journalist's employer or intended publisher/broadcaster of the output created by the Financial Award.



Conditions attaching to the Financial Award: Financial Award recipients are required to adhere to the following conditions:

- To produce the output accepted by the selection committee as "the Proposal" within the agreed timetable and funding.
- To provide update/status reports on request or as agreed with the selection committee.
- To uphold the highest standards of journalistic ethics.
- Agree to comply with all laws and agree to adhere to, and be subject to, the New Zealand Media Council principles and, if applicable, the Broadcasting Standards Codebook and Broadcasting Standards Authority processes.
- Where appropriate, disseminate findings (and where appropriate learnings of value) to other New Zealand business journalists and publications and, in the case of educational or training funding, to other New Zealand media outlets.
- Advise the selection committee in a timely manner if the Proposal (e.g., an investigative project) is proving too difficult to bring to a conclusion.
- Seek the prior written permission of the selection committee for a Proposal topic change.

Co-Tenure: The Financial Award may be used in conjunction with other funding, with the prior written approval of the selection committee, and is encouraged for major projects.

Application process: Applications will be accepted using the Universities NZ online scholarship application system:

bginitiatives@milfordfoundation.co.nz The online application will request:

- For employed Journalists/Writers' proof of employment by a New Zealand news organisation.
- A letter of support in principle from the editor of that publication for the output from the Proposal to be published.
- Where it is a freelance Proposal, a letter of support in principle from prospective publishers for the output of the proposal to be published.
- Where it is an educational or training Proposal, letters in support in principle from at least two business and news publishers of scale to make use of the output of the Proposal. Judgement of what constitutes "of scale" will be at the sole discretion of the selection committee.

Administration and Payment: The application process will be facilitated by, and the Financial Awards will be administered by, the Milford Foundation on behalf of the Initiative.

Financial Awards will be paid to a New Zealand bank account in the name of the Financial Award recipient and will generally be paid by way of three instalments, unless otherwise agreed by the selection committee. The first instalment will be made upon commencement of the Proposal. To receive the second instalment, the selection committee must receive evidence of satisfactory at least half of the Proposal being satisfactorily completed. The third (and final) instalment will be paid upon satisfactory completion of the Proposal.

In the event that a Proposal is proving incapable of completion or that completion will be significantly delayed beyond the original Proposal timeframe, it is incumbent on the Financial Award recipient to advise the selection committee in a timely fashion. The selection committee may, at its sole discretion, choose to withhold further payments in the event of inability to complete. In the event of failure to advise of ability to complete, the selection committee may seek to recover up to 50% of the Financial Award granted, and in this event the Financial Award recipient agrees to repay this money promptly upon demand from the Initiative.

Collection and use of personal information: The Initiative and Milford Foundation each collect personal information about you in order to conduct and manage the application process, including to award, and oversee, a Financial Award. If you do not provide the required information, you may not be able to participate.

- The Privacy Policy available at <https://milfordfoundation.co.nz/privacy-policy/> is incorporated into these terms and conditions, and provides further information about:
 - o how you can seek access to the personal information the Initiative and Milford Foundation holds and seek the correction of such information; and
 - o how you can complain about a breach of privacy and the Initiative or, as the case may be, Milford Foundation will deal with such a complaint.
- By making an application, you consent to the Initiative and Milford Foundation using your name and image, and making reference (including any links) to the output you create, should you be a Financial Award recipient, in any reasonable promotional or advertising activity, including on the webpage titled "Brian Gaynor Initiatives" within the Milford Foundation website, the Milford Foundation's Facebook and Instagram pages, and in any other forum that the selection committee or Milford Foundation considers appropriate. You agree to grant the Initiative and the Milford Foundation a perpetual and irrevocable license to do so without compensation to you.

Confidentiality: You agree to keep confidential and secure, and will not misuse, any information that is designated as, or would otherwise be reasonably understood to be, confidential to the Initiative or Milford Foundation (including in relation to any dispute referred to below). This clause will not apply to information that is already in the public domain, or information that is required to be disclosed by law. This obligation to maintain confidentiality will survive termination of this Agreement.



Disputes:

- The selection committee's decision is final and to be made in its absolute discretion (subject only to the non-exhaustive criteria set out in these terms and conditions).
- Applicants agree the process is to be kept strictly confidential (subject to the selection committee's absolute discretion to promote any entries).
- In the event of any dispute arising in relation to these terms, an entry, a Financial Award, or the competition generally, the party raising the dispute must promptly send a note explaining what your dispute is to the other party. On receipt of that notice, the parties will use all reasonable endeavours to resolve the dispute by discussion, consultation, negotiation or other informal means.
- If the dispute is not resolved within 5 working days of the notice being given, either party may submit the dispute to binding expert determination, subject to the following terms:
 - o the (single) expert is not an arbitrator, and the expert is to set the procedure for dispute resolution in his or her discretion, based on the dispute notice and the other party's response to the dispute notice (which is to be served within 5 working days of receipt of the notice);
 - o the expert is to be a KC or former Judge of the High Court of NZ (if the parties cannot agree within 5 working days of a dispute notice being served on a party, the expert is to be appointed by the President of the NZ Law Society;
 - o the expert process, including the existence of a dispute, is to be kept strictly confidential (and confidentiality orders are to be sought in the event it is necessary to take Court proceedings to enforce the terms of this expert process); and
 - o the expert's costs are initially to be borne equally, subject to any final determination of the expert.

Power to Vary: The selection committee may from time to time vary these terms and conditions provided that such variations are consistent with the general purposes of the Initiative to strengthen and promote the quality and appeal of New Zealand business and economic journalism.

Your obligations to the Initiative:

- To observe the laws of any country in which the Proposal is conducted.
- To protect sources.
- To uphold the highest standards of journalistic integrity.
- To adhere to the principles set by the New Zealand Media Council.
- To adhere to the Broadcasting Standards Codebook and Broadcasting Standards Authority processes.
- To demonstrate that you have taken out an appropriate level of indemnity insurance, in consultation with the selection committee.
- To take out appropriate health, travel and equipment insurance.
- To complete the Proposal, or to advise in a timely fashion that non-completion is a possibility or inevitable.
- To provide a completion report.
- Where appropriate, disseminate findings (and where appropriate learnings of value) to other New Zealand business journalists and publications and, in the case of educational or training output, to other New Zealand media outlets.

The Initiative (and selection committee) obligations to you:

- To hold confidential the subject matter and objectives of your Proposal.
- Copyright for all output rests with the Financial Award recipient and/or their employer or publisher, as agreed between the Financial Award recipient and their employer/publisher.
- Payment of the Financial Award agreed by the selection committee on the dates specified by (or agreed by) the selection committee.

Limitation of Liability: The maximum liability of the Initiative and the Milford Foundation to you for any form of loss or damage that arises out of, or is in connection with, the Initiative is limited to the total grant amount already paid to you.