Contract for Goods and/or Services

Contract Details

|  Insert Title for Contract. Add Contract reference if applicable |
| --- |

# **The Parties**

## The Buyer:

| Manukau Institute of Technology Limited (**MIT**) |
| --- |
| NZBN 9429000080323 |
| Otara Road, Otara, Auckland 2023 |

and

| Unitec New Zealand Limited (**Unitec**) |
| --- |
| NZBN 9429048039437 |
| Carrington Road, Mount Albert, Auckland 1025 |

and

## The Supplier:

| Insert the legal name of the Supplier |
| --- |
| NZBN Insert New Zealand Business Number of the Supplier |
| Insert address  |

# **The Contract**

## Agreement

The Buyer appoints the Supplier to supply the Goods and/or deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

### **Parts of this Contract**

The documents forming this Contract are:

1. **Contract Details**: This section
2. **Schedule 1**: Description of Goods and/or Services
3. **Schedule 2**: To the extent that this Contract relates to the supply ofGoods, refer to the Standard Terms and Conditions GMC Form 2 GOODS | Schedule 2 (3rd Edition) available at: [www.procurement.govt.nz](http://www.procurement.govt.nz). To the extent that this Contract relates to the supply ofServices, refer to the Standard Terms and Conditions GMC Form 2 SERVICES | Schedule 2 (3rd Edition) available at: [www.procurement.govt.nz](http://www.procurement.govt.nz).
4. Any other attachments described at Schedule 1.

### **How to read this Contract**

* Together the above documents form the whole Contract
* Any Supplier terms and conditions do not apply
* Clause numbers refer to clauses in Schedule 2
* Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section (Schedule 2).

# **Acceptance**

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

| Signed for and on behalf of the Buyer: | Signed for and on behalf of the Supplier: |
| --- | --- |

| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) |
| --- | --- |

| Name: | Insert name | Name: | Insert name |
| --- | --- | --- | --- |
| Position: | Insert position | Position: | Insert position |
| Date: | Select date | Date | Select date |

Schedule 1
Description of Goods and/or Services

# **Contract Management and Personnel**

| Start Date | Select date | Reference GOODS/SERVICES Schedule 2 clause 1 |
| --- | --- | --- |
| End Date | Select date | Reference GOODS/SERVICES Schedule 2 clause 1  |
| Renewal | The Buyer may renew this Contract up to Insert number times for an additional period of Insert length of renewal**OR** Not applicable. | Reference GOODS/SERVICES Schedule 2 clause 1 |
| Type of contract | Choose an item from this dropdown list. |

## Contract Managers

Reference GOODS Schedule 2 clause 6 / SERVICES Schedule 2 clause 4

|  | Buyer’s Contract Manager | Supplier’s Contract Manager |
| --- | --- | --- |
| Name: | Insert name | Insert name |
| Title / position: | Insert position | Insert position |
| Address: | Insert address | Insert address |
| Phone: | Insert phone number | Insert phone number |
| Email: | Insert email address | Insert email address |

## Addresses for Notices

Reference GOODS/SERVICES Schedule 2 clause 15

|  | Buyer’s address | Supplier’s address |
| --- | --- | --- |
| For the attention of: | Name of contract manager or senior manager | Name of contract manager or senior manager |
| c.c. Contract Manager | cc Name of Contract manager if senior manager above | cc Name of Contract manager if senior manager above |
| Delivery address: | Delivery address | Delivery address |
| Postal address: | **MIT:**Private Bag 94006Manukau Auckland 2241**Unitec:**Private Bag 92025Victoria Street WestAuckland 1142 | Postal address |
| Email: | Email address | Email address |

**[optional – use where there are separate Statements of Work for MIT and Unitec]**

**Note:**

The abovenamed Contract Managers and addresses shall be the first point of contact with respect to this Contract. The Contract Managers and addresses specified in each Statement of Work shall be the first point of contact and relationship manager with respect to the services outlined in each Statement of Work.

# **Description of Goods**

## Context [optional]

Describe the background to the purchase of the Goods

What are the overarching goals, objectives and outcomes you want to achieve?

## Description of Goods

Provide a short description of the nature of the Goods being purchased. Include any product codes or serial numbers, and any specific certifications or standards that the Goods must comply with

## Performance standards [optional]

Describe the quality standards or key performance indicators that apply to the Goods or the supply of the Goods

These are in addition to the general obligations set out in clause 2 of Schedule 2.

## Specific code of conduct / policies/ health & safety / protective security / legislative requirement

Unitec’s Code of Conduct, which is available on the Unitec intranet <https://www.unitec.ac.nz/sites/default/files/public/documents/unitec-code-of-conduct.pdf>

*Supplier Code of Conduct* issued by the Procurement Functional Leader – see [www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct/](http://www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct/)

Reference any specific code of conduct (including if applicable, the Supplier Code of Conduct issued by the Procurement Functional Leader, see procurement.govt.nz), policies, health & safety or legislative requirement the Supplier must be aware of in providing the Goods. These can be noted in the ‘Attachments’ box at the end of Schedule 1.

## Transfer of Records [optional]

If appropriate, include details of the Records that the Supplier must transfer to the Buyer during the term of the Contract, or at the end of the Contract

## Delivery

| Delivery time frame: Reference GOODS Schedule 2 clause 2.6 | The Goods must be delivered within Insert number Business Days from the date of order.ORClick or tap to enter a date |
| --- | --- |
| Delivery address:Reference GOODS Schedule 2 clause 2.6 | Unitec Institute of TechnologyGate 4139 Carrington RoadMount AlbertAuckland 1025 |
| Delivery information: | All deliveries must make reference to a purchase order number and, where available, must also include the name of the Buyer’s staff member or department that ordered the Goods. |

# **Description of Services**

## Description of Services

What is the nature of the Services?

How should the Services be delivered?

## Deliverables and Milestones [optional]

What are the key Deliverables or outputs?

What are the specific tasks the Supplier must complete?

| Deliverable/Milestone | Performance Standards | Due date | Invoice date  | Amount payable  |
| --- | --- | --- | --- | --- |
| Insert specific Milestones to be achieved | Insert the quality or standard or key performance indicator required | Select date for completion of Milestone | Select date for invoice | $Insert amount of instalment payable on successful completion of Milestone |
| Insert specific Milestones to be achieved | Insert the quality or standard or key performance indicator required | Select date for completion of Milestone | Select date for invoice | $Insert amount of instalment payable on successful completion of Milestone |
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| Insert specific Milestones to be achieved | Insert the quality or standard or key performance indicator required | Select date for completion of Milestone | Select date for invoice | $Insert amount of instalment payable on successful completion of Milestone |
| Total (excl GST) | $Insert total |

## Specific code of conduct / policies/ health & safety / protective security / legislative requirement

Unitec’s Code of Conduct, which is available on the Unitec intranet <https://www.unitec.ac.nz/sites/default/files/public/documents/unitec-code-of-conduct.pdf>

*Supplier Code of Conduct* issued by the Procurement Functional Leader – see [www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct/](http://www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct/)

Reference any specific code of conduct (including, if applicable, the Supplier Code of Conduct issued by the Procurement Functional Leader – see www.procurement.govt.nz), policies, health & safety, protective security or legislative requirement the Supplier must be aware of in providing the Services. These can be noted in the ‘Attachments’ box at the end of Schedule 1.

## Supplier’s Reporting Requirements [optional]

Reference SERVICES Schedule 2 clause 5.2

| Report to: | Description of report | Due date |
| --- | --- | --- |
| Contract Manager | Interim progress report | Select date |
|  | Monthly progress report | Select date |
|  | Project completion report | Select date |

## Supplier’s Approved Personnel [optional]

Reference SERVICES Schedule 2 clause 2.4

|  | Approved Personnel  |
| --- | --- |
| Name: | Insert name |
| Position: | Insert position |
| Specialisation: | Insert specialisation |

Supplier’s Approved Sub-contractor [optional]

Reference SERVICES Schedule 2 clause 7

|  | Approved Sub-contractor  |
| --- | --- |
| Name: | Insert name |
| Position: | Insert name |
| Specialisation: | Insert name |

# **Charges**

This section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for supply of the Goods and/or delivery of the Services. The Charges for this Contract are set out below.

## Cost [use for GOODS]

Reference GOODS Schedule 2 clause 5

The Cost of the Goods will be calculated as follows:

### **List**

| Item / model / product number | Unit cost (excl GST) |
| --- | --- |
| Insert description of item or model number | $Insert price |
| Insert description of item or model number | $Insert price |
| Insert description of item or model number | $Insert price |
| Total cost (excl GST) | $Insert total |

**OR**

### **Fixed Cost**

A fixed cost of $Fixed cost amount excluding GST.

**OR**

### **Variable Cost**

As set out in the attached Schedule of Pricing

## **Fees** [use for SERVICES]

Reference SERVICES Schedule 2 clause 3

The Supplier’s Fees will be calculated as follows:

### **Fixed Fee**

A fixed Fee of $Fixed fee amount excluding GST.

**OR**

### **Hourly Fee Rate**

For each hour worked an Hourly Fee Rate of $Hourly rate fee excluding GST, up to a total maximum of $Maximum fee excluding GST.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

**OR**

### **Daily Fee Rate**

For each day worked a Daily Fee Rate of $Daily fee rate excluding GST, up to a total maximum of $Maximum fee excluding GST. One day's work is defined as eight hours. If the Supplier works less than a full day the Fee shall be calculated based on the time worked at the agreed Daily Fee Rate; that is, (Daily Fee Rate ÷ 8) x hours worked.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

**OR**

### **Individual Personnel Rates and/or Approved Personnel Rates**

Hourly/Daily Fee Rate for each of the Specialist/Approved Personnel set out below, up to a total maximum of $Maximum fee excluding GST, in accordance with the following table of rates.

The Supplier’s Approved Personnel are named individuals approved by the Buyer, as stated above.

| Specialist or Approved Personnel | Hourly/Daily. Fee Rate (excl GST) | Total hours/days. | Total Fees |
| --- | --- | --- | --- |
| Insert required specialisation or name of Approved personnel | Insert hourly or daily rate as applicable | Insert total maximum chargeable hours/days | $Insert total maximum charge for fees |
| Insert required specialisation or name of Approved personnel | Insert hourly or daily rate as applicable | Insert total maximum chargeable hours/days | $Insert total maximum charge for fees |
| Insert required specialisation or name of Approved personnel | Insert hourly or daily rate as applicable | Insert total maximum chargeable hours/days | $Insert total maximum charge for fees |
| Insert required specialisation or name of Approved personnel | Insert hourly or daily rate as applicable | Insert total maximum chargeable hours/days | $Insert total maximum charge for fees |
| Total chargeable hours/days | Insert total |
| Total chargeable Fees (excluding GST) | $Insert total |

## Expenses [use for SERVICES]

Reference SERVICES Schedule 2 clause 3

### **No Expenses are payable.**

**OR**

### **Actual and reasonable — general Expenses**

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services up to a total maximum amount of $Total maximum amount excluding GST provided that:

* the Buyer has given prior written consent to the Supplier incurring the Expense
* the Expense is charged at actual and reasonable cost, and
* the claim for Expenses is supported by GST receipts.

**OR**

### **Actual and reasonable — specified Expenses**

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services up to the total maximum amounts stated below, provided that the claim for Expenses is supported by GST receipts.

| Item of Expense | Number of items | Cost (ex. GST) | Total max cost (ex. GST) |
| --- | --- | --- | --- |
| Accommodation | Number of nights | $Cost per night | $Total cost |
| Meals | Breakfast, lunch, and dinner | Number of days | $Total cost |
| Airfares | Number of return flights | $Cost per flight | $Total cost |
| Taxi fares | n/a | n/a | $Total cost |
| Mileage for vehicle | n/a | n/a | $Total cost |
| Printing costs | Copies | $Amount per item | $Total cost |
| Total maximum Expenses (excluding GST) | $Overall total cost |

## Daily Allowance [use for SERVICES]

Reference SERVICES Schedule 2 clause 3

### **No Daily Allowances are payable.**

# **Invoices**

Reference GOODS Schedule 2 Subject to clauses 5 and 12.7

Reference SERVICES Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

**On supply of the Goods or completion of the Services.**

**OR**

**At the end of the month, for Goods and/or Services delivered during that month.**

**OR**

**On the following dates subject to completion of the relevant Deliverables/Milestones.**

| Deliverable/Milestone | Due date | Amount due (ex. GST) |
| --- | --- | --- |
| Insert specific Deliverables/Milestones to be achieved | Completion date for Deliverable/Milestone | $Insert specific Deliverables/Milestones to be achieved |
| Insert specific Deliverables/Milestones to be achieved | Completion date for Deliverable/Milestone | $Insert specific Deliverables/Milestones to be achieved |
| Insert specific Deliverables/Milestones to be achieved | Completion date for Deliverable/Milestone | $Amount payable on completion of Deliverable/Milestone |
| Total (exc GST) | $Overall total |

**[optional – use where there are separate Statements of Work for MIT and Unitec]**

The Supplier will invoice the Buyer separately for each Statement of Work. Invoices will be addressed to the Contract Manager for each Statement of Work, and the relevant Accounts Payable department specified below.

## Address for invoices

Reference GOODS Schedule 2 clause 5 / SERVICES Schedule 2 clause 3

|  | MIT: Buyer’s address  |
| --- | --- |
| For the attention of: | MIT Accounts Payable |
| Address: | Private Bag 94006Manukau Auckland 2241**Email:** accounts.payable@manukau.ac.nz |

|  | Unitec: Buyer’s address |
| --- | --- |
| For the attention of: | Unitec Accounts Payable |
| Address: | Private Bag 92025Victoria Street WestAuckland 1142**Email:** accounts@unitec.ac.nz |

### **Other instructions about invoices**

The Supplier must have a valid purchase order number provided by the Buyer in respect of the Goods and/or Services, and the Supplier’s invoice must include that purchase order number. The Buyer will not make any payment to the Supplier without a purchase order number.

# **Insurance**

Reference GOODS Schedule 2 Clause 9 / SERVICES Schedule 2 Clause 8

**The Supplier must have the following insurance:**

1. Public liability insurance of $2 million
2. Professional indemnity insurance of $200,000 per claim and $2 million for all claims in the insurance policy period.
3. Add other insurance specific to the Services

# **Changes to Schedule 2 and attachments**

## Schedule 2 of this Contract is amended as follows:

**[include the below changes and add any others in numerical order]**

**Length of Contract**

A new clause 1.4 is added to GOODS / SERVICES Schedule 2:

If the parties fail to formally renew this Contract but this Contract continues to be performed by the Parties after the End Date, this Agreement is deemed to be renewed on a month-to-month basis on the same terms and conditions and either Party may terminate this Contract on twenty (20) Business Days’ notice.

Supplier Integrity

The following new clause is added as GOODS Schedule 2 clause 2.1A and SERVICES Schedule 2 clause 2.3A:

Without limiting any of the Supplier’s obligations under this Contract, the *Supplier Code of Conduct* and/or any applicable laws or regulations, the Supplier expressly agrees not to engage in the following unacceptable behaviours:

* offer kickbacks, gifts or facilitation fees to the Buyer or any of the Buyer’s Personnel;
* take kickbacks, gifts or facilitation fees from the Buyer or any of the Buyer’s Personnel;
* offer to any of the Buyer’s Personnel a position as an employee, officer, consultant, agent or representative or any directorship or shareholding to any employee, contractor, in the Supplier’s company or organisation;
* tolerate, permit, or engage in any corrupt behaviour;
* engage in any activity which could serve the purpose of money – laundering.

**Supply of Goods – Supplier’s obligations**

A new clause 2.6.e. is added to GOODS Schedule 2:

Provide a packing slip with all Goods. The packing slip must include the Buyer’s purchase order number.

**Payment**

The following sentences are added to GOODS Schedule 2 clause 6.2 and SERVICES Schedule 2 clause 3.2:

The Supplier may send the Buyer an invoice for the Charges after the supply of Goods and/or Services is completed. Partial or progress payments will be made only if such terms are agreed and documented in the Contract. In that event, the following terms shall apply:

* The Supplier must store the Goods in a manner and in a place that enables the Buyer to easily identify the Goods. The Buyer or its representative may inspect or take delivery of the Goods at any time during business hours and on reasonable notice.
* The Goods will be at the Supplier’s risk, and the Supplier accepts all risk of loss and damage to the Goods (irrespective of whether or not such damage is caused by the Supplier).
* The Supplier will not part with the possession of the Goods and will not deal with the Goods in any way that may be prejudicial to the Buyer.
* These terms create a security interest (as defined under the Personal Property Securities Act 1999) in favour of the Buyer in the Goods and their proceeds.

The payment terms specified in GOODS Schedule 2 clause 5.4 and SERVICES Schedule 2 clause 3.3 are amended to reflect that valid tax invoices received by the Buyer from the Supplier will be paid by the Buyer on the 20th day of the month following the month the invoice is received.

**Transfer of rights or obligations**

The following sentence is added to GOODS Schedule 2 clause 8.3 and SERVICES Schedule 2 clause 6.3:

A change in the effective management or control of the Supplier or the sale of all or a substantial portion of the Supplier’s business or assets will be deemed to be a transfer for the purposes of this clause.

**Sector Restructuring**

The following clause is added to GOODS Schedule 2 clause 8.4 and SERVICES Schedule 2 clause 6.4:

The dissolution of Unitec New Zealand Limited and transfer of all rights, assets, and liabilities of Manukau Institute of Technology Limited and/or Unitec New Zealand Limited to Te Pūkenga – New Zealand Institute of Skills and Technology, or another entity wholly owned by and nominated by Te Pūkenga – New Zealand Institute of Skills and Technology, in accordance with Schedule 14 of the Education and Training Act 2020 is a permitted assignment for the purposes of this Contract and shall not require notification to the Supplier. On and after the dissolution date (as that term is defined in Schedule 14 of the Education and Training Act 2020), every reference in this Contract to Manukau Institute of Technology Limited and/or Unitec New Zealand Limited (as applicable) shall be read as a reference to Te Pūkenga – New Zealand Institute of Skills and Technology or their nominee, as the case may be.

**Non-exclusivity**

The following new clause is added as GOODS Schedule 2 clause 17.10 and SERVICES Schedule 2 clause 17.11:

Nothing in this Contract shall be read as creating an exclusive arrangement between the Supplier and the Buyer in respect of the supply of the Goods and/or Services.

**Severability**

The following new clause is added as GOODS Schedule 2 clause 17.11 and SERVICES Schedule 2 clause 17.12:

The illegality, invalidity or unenforceability at any time of any provision of this Contract under any law, will not affect the legality, validity or enforceability of the remaining provisions of this Contract nor the legality, validity or enforceability of that provision under any other law

**Covid-19 Vaccinations**

The following new clause is added as GOODS Schedule 2 clause 17.12 and SERVICES Schedule 2 clause 17.13:

The Buyer’s policy on Covid-19 vaccinations requires that any person coming onsite at the Buyer’s campuses must hold a valid My Vaccine Pass. Without limiting any other of the Supplier’s obligations under this Contract, the Supplier acknowledges and agrees that the Supplier and all of its Personnel shall comply in all respects with the Buyer’s mandatory vaccination policy. The Supplier shall undertake sufficient checks of its Personnel in order to ensure that all of its Personnel hold a valid My Vaccine Pass prior to coming onto at the Buyer’s premises. In addition, any of the Supplier’s Personnel may be required to show proof of their My Vaccine Pass to the Buyer while onsite at the Buyer’s premises.

**Definitions**

The following sentence is added to the definition of **Confidential Information** in GOODS Schedule 2 and SERVICES Schedule 2:

Confidential Information includes all technical specifications, drawings, designs, concepts or other property provided by the Buyer to the Supplier or created for and paid for by the Buyer as part of this Contract.

Attachments

Reference 'Contract documents' described at Page 1

Describe any attachments to this Contract. This includes any specific code of conduct, health & safety, or legislative requirement the Supplier must be aware of in providing the services. Attach a copy and/or provide web address where the document can be located. Otherwise, state ‘None’.