AGREEMENT FOR PRODUCT AND SERVICES

For

[ ]

UoA Contract Reference No. C20-[ ]

with

[ ]

[ ] 2020
## CONTENTS

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCHEDULE A - General Information</td>
<td>1</td>
</tr>
<tr>
<td>SCHEDULE B - Products and Prices</td>
<td>4</td>
</tr>
<tr>
<td>SCHEDULE C - Services and Prices</td>
<td>10</td>
</tr>
<tr>
<td>SCHEDULE D - Quality and Other Requirements</td>
<td>15</td>
</tr>
<tr>
<td>SCHEDULE E - Terms of Trade</td>
<td>21</td>
</tr>
<tr>
<td>SCHEDULE F - Code of Conduct</td>
<td>31</td>
</tr>
<tr>
<td>SCHEDULE G – Product Specifications</td>
<td>33</td>
</tr>
<tr>
<td>SCHEDULE H – Product Delivery Schedule</td>
<td>34</td>
</tr>
<tr>
<td>SCHEDULE I – Site Preparation Specifications</td>
<td>35</td>
</tr>
<tr>
<td>SCHEDULE J – Preventive Maintenance Task Sheets</td>
<td>36</td>
</tr>
<tr>
<td>SCHEDULE K – Scheduled Maintenance Forecast</td>
<td>37</td>
</tr>
<tr>
<td>Appendix 1 – Change Order Notice Form Template</td>
<td>38</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PRODUCTS AND SERVICES

For [ ]

SCHEDULE A - General Information

Parties

Customer  The University of Auckland ("UoA"), a body corporate established in accordance with The University of Auckland Act 1961 and Education Act 1989, of 24 Princes Street, Auckland, New Zealand, including any UoA wholly owned subsidiaries.

Products/Services Supplier [ ] ("Supplier"), incorporated at [ ], New Zealand Business Number (NZBN) [ ].

Term

Commencement Date [ ]

Expiry Date [Five years] after Commencement Date

Right of Renewal UoA will be entitled to renew this Agreement for a period of five years from the Expiry Date on giving the Supplier one month’s notice prior to the Expiry Date.

Continuation Following the end of the Right of Renewal Period the Agreement may continue in two-year periods with the written Agreement of both Parties.

Contact Details

UoA – Operational Telephone No: [ ] Email Address: [ ] Contact Person: [ ]

UoA – Agreement Address: Level 09, 49 Symonds Street, Auckland 1010, New Zealand Telephone No: [ ] Email Address: procurement@auckland.ac.nz Contact Person: Procurement Category Manager – [ ]

Supplier - Agreement Company Name: [ ] Address: [ ] Telephone No: [ ] Email Address: [ ] Contact Person: [ ]

Supplier – Customer Support Telephone No: [ ] Email Address: [ ]

Product and Services

Product The Product being supplied is:
[ ]

Services The Services to be provided by the Supplier are:
[ ]

Execution (by authorised signatory)

UoA Signature: __________________________
Name: __________________________
Position: __________________________
Date: __________________________

Supplier Signature: __________________________
<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
The details in Schedule A should be read together with and subject to the other Schedules and Appendices which are attached. All the Schedules and Appendices taken together form the contract between UoA and the Supplier.
SCHEDULE B - Products and Prices

1. PRODUCTS

1.1 The Supplier will supply, deliver, unpack, assemble, install and commission the following Products to UoA, at the prices detailed below plus GST (if any), as and when ordered by UoA on a UoA Purchase Order, in accordance with the Terms and conditions of this Agreement.

<table>
<thead>
<tr>
<th>Product Part No.</th>
<th>Product Description</th>
<th>Quantity</th>
<th>Price per UOM in NZ$ (excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Package Price (including supply, delivery, assembly, installation, commission, warranty and training)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Table 001]

1.2 The Supplier warrants that the Products will comply at all times with the specifications set out in Schedule [G] of this Agreement.

2. PRICE

2.1 UoA will pay the Supplier the prices set out in clause 1.1 above for the provision of the Products.

2.2 (To be used if not purchasing in NZ$ but GST in NZ$ will be applied - NZ companies only):

(a) The GST amount will be invoiced separately in New Zealand Dollars calculated by using the applicable foreign exchange rate, as published by the Reserve Bank NZ: located at http://reservebank.govt.nz/statistics/tables/b1/, called B1 Daily (2014 – Current).xls, and using the mid-market rate on the date the invoice is raised.

(b) The first invoice should mention the full GST amount in NZ$, and record the applicable exchange rate used to convert the full GST amount to NZ$. Any subsequent part payment invoices related to this purchase must not apply any GST amount, but should reference the first invoice number and it's date.

2.3 The price(s) for the Products cannot be increased during the Term of this Agreement. The Supplier shall not apply any premium or seek to Claim any additional costs or expenses in connection with or related to those prices for any special hours or days of work or for any other reason.

2.4 The Supplier acknowledges that UoA will not be required to pay any sums in respect of the Services and/or the Products other than the prices listed in this Agreement. In particular, the Supplier acknowledges that the Supplier's costs and expenses incurred in complying with the Supplier's obligations under each and every Schedule in this Agreement is included in the prices listed in this Agreement.

2.5 The price(s) for the Products and Services include all charges for import, duty, freight, packing, transportation, insurance and all other charges applied to the landing, delivery, unpacking, assembly, installation and commissioning of the Products and all associated works and Services and all costs and expenses incurred by the Supplier to fully and effectively perform the Services, all of which will be
arranged by and be the responsibility of the Supplier. For the avoidance of doubt, all prices for the Products are DDP to UoA as the case may be and the Supplier will provide all management, administration and supervisory personnel, labour materials, equipment and anything else required to provide the Products and Services in accordance with this Agreement.

3. DOCUMENTATION

3.1 The Supplier will provide to UoA on acceptance of a Purchase Order for the Products:

(a) Two copies, (one hard copy and one electronic copy) of the service documentation for the Products, including a comprehensive service manual, circuit diagrams/schematics, and fault diagnosis software (if applicable); and

(b) One of which must be an original, of the operator’s manual(s).

Either or both of the above documents must include installation instructions and details of the recommended planned maintenance and/or quality assurance programmes for the Products. NB: All documentation must be in English.

4. MODIFICATIONS

4.1 The Supplier warrants that the Products will not contain or have activated by the Supplier at any time, without UoA’s consent, any software feature or device that prevents UoA conducting the manufacturer’s standard preventive and corrective maintenance tests and accessing all error logs and fault diagnosis tools available within the Products.

5. WARRANTY OBLIGATIONS

5.1 For a minimum period of 2 years from the time that UoA has accepted in writing that the Products are ready for use (such acceptance will not be unreasonably withheld) the Supplier will:

(a) Remedy, repair, enhance or replace any defective or faulty Products so that they meet and satisfy the warranties set out in clause 8 of Schedule E. Such warranty service obligations shall be provided in a timely manner with the Supplier’s service personnel responding by phone within [sixty] minutes from UoA’s telephone request for service, by being on-site within [forty-eight] hours from any telephone request and by having the Products (or replacement Products) available for use in the minimum time possible; and

(b) Perform the manufacturer’s recommended maintenance inspections and preventive maintenance tasks as detailed in the manufacturer’s service documentation, remedy any non-compliance with performance specifications and report on Services and findings as indicated in Schedule [C, clause 6]; and

(c) Following any service to the Products described in paragraphs (a) and (c) above, complete and return within [seven] days, a detailed Supplier’s Field Service Report (FSR) attaching, where relevant, the preventive maintenance inspection report referred to Schedule [C, clause 2.2].

5.2 The price for Warranty Services is included in the price for the Products and includes all costs associated with packaging, collection, transportation and insurance if any Product has to be returned to the Supplier or manufacturer, and all other charges, including those set out in clause [2] above, for the provision of any replacement Products.

5.3 The price for an annual Preventive Maintenance Service after the warranty period has expired will be paid on receipt of an invoice supplied in accordance with Schedule [C, clause 3].

5.4 Equipment requiring Corrective Maintenance that has been subject to Customer Induced Damage may not be subject to the Warranty conditions mentioned in this [clause 5].
5.5 Any spares or components fitted to the Product after it has been installed, will be subject to a minimum of two years warranty.

6. SPARE PARTS AND SOFTWARE MODIFICATIONS

6.1 The **Supplier** will ensure that all spare parts, accessories and consumables required for the **Products** are and will continue to be available for all **Products** for a period of 7 years from when the Product ceases to be manufactured by the manufacturer and that sufficient stock of all spare parts, accessories and consumables will be held at the **Supplier's** premises in Auckland.

6.2 The **Supplier** will provide to **UoA** during the useful life of the Product, all subsequent mandatory modifications (including software), at the **Supplier's** expense.

6.3 The Spare parts, accessories and consumables required for the operation of the **Products** that have been agreed by the **UoA** and the **Supplier**, that they are to be held by the **Supplier** as in Auckland as **Inventory Items**, are identified in the table below and will be supplied when the **UoA** provides the **Supplier** with a **UoA** Purchase Order.

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Price per each in NZ$ (excluding GST)</th>
<th>Unit of Measure (UOM)</th>
<th>Price per UOM in NZ$ at the time of Agreement execution (excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
[Table 002]

6.4 For the Term of the Agreement, the Supplier will only invoice for spare parts, accessories and consumables using the pricing structure mentioned in Schedule [C, clause 3] in this Agreement.

6.5 The Supplier will hold the spare parts, accessories and consumables mentioned in this Schedule [8, clause 6.3] above in their Auckland warehouse.

6.6 The Supplier will provide spare parts, accessories and consumables on a free of charge basis if they are not subject to Force Majeure in accordance with Schedule [E, clause 1.9] of this Agreement and;

(a) the agreed Inventory Items mentioned in [Table 002] above are not able to be delivered to the UoA within [24] hours from request; or

(b) any item not mentioned in [Table 002] above is unable to be supplied within [14] calendar days from request.

7. SUPPLIER SUPPORT

7.1 Prior to supply of the Products, and for the Term of this Agreement, the Supplier will make available to UoA a toll free number at which the Supplier can be contacted at any time (24 hours, 7 days a week) to provide support to UoA and answer any problem related questions UoA may have in relation to the Products. The Supplier will ensure it has appropriately qualified personnel to provide the aforementioned support to UoA.

7.2 The Supplier will provide the support Services referred to in [clause 7.1] at no cost to UoA.

8. TRAINING

8.1 The Supplier will provide comprehensive initial and, where reasonably requested, on-going and updated operator training to persons nominated by UoA from time to time. This training will be conducted on site at UoA’s premises at a time or times to be agreed between the Parties.

8.2 All costs relating to this training including instructor’s time, and associated expenses will be met by the Supplier.

9. PACKAGING

9.1 On delivery of the Products to UoA, the Supplier will remove all packaging not required by UoA and the Supplier will be responsible for the correct disposal of that packaging immediately following installation.
10. OTHER AGENCY / UNIVERSITY OPTION (OPTIONAL)

10.1 In consideration of UoA entering into this Agreement, the Supplier grants other New Zealand State Entity Universities and Crown Research Institutions (Other Universities), the right to contract for and purchase the Products and Services from the Supplier, at the price(s) detailed in this Agreement and on the same Terms and conditions contained in this Agreement, at any time during the Term of this Agreement. UoA may (without notifying the Supplier) make this Agreement (and associated information) available to other Universities for the purposes of this [clause 10].

10.2 If any Other University elects to take up the above option to purchase the Products and Services from the Supplier, then that Other University and the Supplier will enter into a product and Services supply Agreement for the purchase of the Products and Services on the same Terms and conditions as contained in this Agreement, subject to minor adjustments to reflect revised service delivery times and locations and any other changes the Other University may request and the Supplier agrees to.

10.3 The Supplier acknowledges that the Other University shall have the benefit of the promises made in this Agreement and that the other Universities may take up the option to purchase the Products and Services in accordance with the Terms of this [clause 10] and may enforce the promises made in this Agreement directly against the Supplier under the Contracts (Privity) Act 1982.

11. UPTIME GUARANTEE

11.1 The Supplier guarantees a minimum Uptime on the Product. Uptime is the opposite of downtime:

(a) [Product] 98% uptime p.a.

(b) ‘Downtime’ exists when the Product cannot function as per requirements and agreed specification of the UoA and is receiving contracted preventive maintenance. Unavailability of Product (or spares) caused by damage/breakage by the UoA Staff does not contribute to downtime. Unavailability of parts (awaiting delivery) contributes to downtime.

(c) Downtime measurement begins when a service call indicating that the Product is down is received and recorded by the Supplier’s Service Help Desk. If the Supplier’s service representative is denied immediate access to the Product, the time spent waiting for the Product will not qualify for downtime measurement. Such access may be either on site, or via remote telephone connection at the Supplier’s discretion.

(d) The signature of the relevant UoA personnel on a service report will signify that the downtime condition no longer exists and will cease downtime measurement. If a signature cannot be obtained because of the hour at which the service call was completed, then the hour at which the service call was completed will be used as the end of the downtime episode provided that the downtime condition no longer exists when the Product is next utilised by University personnel.

11.2 Calculation of Uptime

(a) Uptime Measurement Formula:

(Base Hours – Downtime) = Uptime Hours

(Uptime Hours / Base Hours) x 100 = Uptime Percentage

11.3 If the event that the Uptime described below is not achieved for new equipment covered by warranty during the warranty period, an adjustment will be made to the equipment warranty expiration date according to the following schedule:
<table>
<thead>
<tr>
<th>Uptime</th>
<th>Rebate Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product</td>
<td>None</td>
</tr>
<tr>
<td>98% to 100%</td>
<td>2 weeks extension of warranty</td>
</tr>
<tr>
<td>95% to 97.9%</td>
<td>3 weeks extension of warranty</td>
</tr>
<tr>
<td>92% to 94.9%</td>
<td>4 weeks extension of warranty</td>
</tr>
<tr>
<td>&lt;92%</td>
<td>None</td>
</tr>
</tbody>
</table>

In the event that the Uptime specified in clause [11.1] above is not achieved for the Product in any rolling 12 months period after warranty has expired, a discount in accordance to the schedule appearing in Table [004] will be made to the annual Preventive Maintenance payment(s) covering the next Uptime Measurement Period:

<table>
<thead>
<tr>
<th>Uptime</th>
<th>Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product</td>
<td>None</td>
</tr>
<tr>
<td>98% to 100%</td>
<td>5%</td>
</tr>
<tr>
<td>95% to 97.9%</td>
<td>10%</td>
</tr>
<tr>
<td>92% to 94.9%</td>
<td>15%</td>
</tr>
<tr>
<td>&lt;92%</td>
<td>None</td>
</tr>
</tbody>
</table>
SCHEDULE C - Services and Prices

1. DELIVERY SERVICES

1.1 The Supplier will deliver, unpack, assemble, install and commission the Products, the cost of which is included in the price of each Product.

2. MAINTENANCE SERVICES

2.1 The Supplier will provide comprehensive preventive and corrective maintenance and support Services in relation to the Product for the Term of this Agreement (including the renewal period) in accordance with the Terms of this Agreement.

2.2 Preventive Maintenance Services

The Supplier will:

(a) On receipt of a UoA Purchase Order requesting the service, perform the manufacturer’s recommended preventative maintenance as detailed in the manufacturer’s service documentation, remedy any non-compliance with performance specifications and report on Services and findings as indicated in Schedule [C, clause 6];

(b) Ensure that the Product is maintained in a proper functional order and meets all the requirements of electrical, mechanical safety, all applicable laws and meets UoA’s performance requirements for the Product;

(c) Perform the Preventive Maintenance Services where the Product is located at UoA’s premises unless otherwise agreed by UoA, such Services being at a time(s) reasonably convenient to UoA;

(d) Use its best endeavours to ensure that the Product when subject to Preventive Maintenance Services is not unavailable for UoA’s use for more than one Business Day.

(e) Provide the Preventive Maintenance Services and work in accordance with the manufacturer’s recommended preventive maintenance requirements detailed in the manufacturer’s service documentation; including but not limited to one planned preventive maintenance service visits per annum including quality assurance and quality control performance tests, electrical safety tests and system operational tests.

(f) Provide all necessary tools, documentation, diagnostic aids and test equipment (inclusive of software supplied for the purpose of equipment control and fault diagnosis) to ensure proper performance and maintenance of the Product. Such items at all times remain the property of the Supplier.

(g) Be responsible for handing over the Product following any Services (e.g. repairs) in a safe condition and ready for use. The Supplier will inform UoA’s designated representative if any Services (e.g. repairs) are incomplete and supply all necessary details in respect to the further action required to satisfactory complete the Services;

(h) The Preventive Maintenance Services will include all travel, transportation and labour in relation to such Services.

(i) After the warranty period has expired charge for the Preventive Maintenance Service in accordance with the labour cost shown in this Schedule [C], clause [3.1] and the material costs shown in Schedule [B], clause [6.3].
2.3 Corrective Maintenance Services:

(a) The Supplier is to provide Corrective Maintenance Services for the Product when requested by UoA at any time (24 hours, 365 days of the year). The Supplier will remedy, repair, enhance or replace any defective, broken, non-operating or under-performing parts or Product.

(b) The Supplier will provide, at no additional cost, reasonable telephone assistance to assist UoA Staff in identifying and rectifying any fault in the Product when requested by UoA.

(c) The Supplier will perform the Corrective Maintenance Services where the Product is located at UoA's premises, unless otherwise agreed by UoA.

(d) Corrective Maintenance Services will be provided in a timely manner with Supplier’s service personnel responding by telephone following the UoA’s request for service, by being on-site if required and by having the Product (or replacement Product) available for use in the minimum time possible. Minimum response times are shown in the following table:

<table>
<thead>
<tr>
<th>Description</th>
<th>Requirement</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Support / Email / Internet</td>
<td>Normal Working Hours</td>
<td>[1] hour</td>
</tr>
<tr>
<td>Telephone Support / Email / Internet</td>
<td>Non Normal Working Hours</td>
<td>[1] hour</td>
</tr>
<tr>
<td>On-site Support after onsite visit identified</td>
<td>Normal Working Hours</td>
<td>[48] Hours</td>
</tr>
<tr>
<td>On-site Support after onsite visit identified</td>
<td>Non Normal Working Hours</td>
<td>[48] Hours</td>
</tr>
</tbody>
</table>

(Note: Table 005)

(e) The Supplier will provide all necessary tools, documentation, diagnostic aids and test equipment (inclusive of software supplied for the purpose of equipment control and fault diagnosis) to ensure proper performance and maintenance of the Product. Such items at all times remain the property of the Supplier. All software supplied is protected by Copyright and shall be for the sole use of UoA.

(f) The Supplier will maintain a Service log book for all equipment on site at UoA, such book being signed and dated by the nominated UoA member of Staff after the successful completion of each service event.

(g) The Supplier will attend to all problems of Product malfunction and ensure that all repairs are of a standard compatible with the design and specification of the Product manufacturer.

(h) The Supplier will be responsible for handing over the Product following any Services (e.g. repairs) in a safe condition and ready for use. The Supplier will inform UoA’s designated representative if any Services (e.g. repairs) are incomplete and supply all necessary details in respect to the further action required to satisfactorily complete the Services.

(i) Corrective Maintenance Services will include all parts, travel, transportation and labour in relation to such Services.

2.4 Support Services:

(a) The Supplier will make available to UoA a toll free telephone number at which the Supplier can be contacted at any time (24 hours, 365 days of the year) to provide support to UoA with regard to the Products and Services. The Supplier will ensure it has
appropriately qualified personnel to provide the foregoing support to UoA. The Supplier will provide this telephone Service at no cost to UoA.

3. PRICE

3.1 The prices for the Preventive Maintenance Service and Corrective Maintenance and Support Services will be:

(a) For the initial two year Warranty Period provided under clause 5 in Schedule B, the price of the Corrective Maintenance, Preventive Maintenance and Support Services is included in the price for the Products; and

(b) For the Term of the Agreement (including any renewed period), UoA will pay the Supplier the sums mentioned in the [Table 006] below, plus GST, for the Preventive Maintenance Service.

<table>
<thead>
<tr>
<th>Description</th>
<th>Requirement</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Maintenance Service</td>
<td>[Annual], on-site Warranty Period</td>
<td>FOC</td>
</tr>
<tr>
<td>Preventive Maintenance Service</td>
<td>Annual, on-site</td>
<td>$[ ] per hour</td>
</tr>
<tr>
<td></td>
<td></td>
<td>capped at [ ] hours</td>
</tr>
</tbody>
</table>

[Table 006]

3.2 The price for the Corrective Maintenance Service and Support Service is shown in [Table 007];

<table>
<thead>
<tr>
<th>Description</th>
<th>Requirement</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone/Email/Internet Support</td>
<td>Normal Working Hours</td>
<td>Free of Charge</td>
</tr>
<tr>
<td>Telephone/Email/Internet Support</td>
<td>Non Normal Working Hours</td>
<td>Free of Charge</td>
</tr>
<tr>
<td>On-site Support after onsite visit</td>
<td>Normal Working Hours</td>
<td>$[ ] per hour</td>
</tr>
<tr>
<td>identified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site Support after onsite visit</td>
<td>Non Normal Working Hours</td>
<td>$[ ] per hour</td>
</tr>
<tr>
<td>identified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Time</td>
<td>Normal Working Hours</td>
<td>Not Charged</td>
</tr>
<tr>
<td>Travel Time</td>
<td>Non Normal Working Hours</td>
<td>Not Charged</td>
</tr>
</tbody>
</table>

[Table 007]

3.3 Preventive Maintenance and Corrective Maintenance will be calculated and invoiced by the Supplier to the nearest 30 minutes time period.

3.4 Spare parts, accessories and consumables that are not subject to warranty conditions will be invoiced at no more than the New Zealand list price less 25%.

3.5 The price for the Preventive Maintenance and Corrective Maintenance and Support Services is fixed for the Term of this Agreement. The Supplier shall not apply any premium or seek to Claim any additional costs or expenses in connection with or related to those prices for any special hours or days of work or for any other reason.
3.6 The Supplier may provide a revised hourly labour rate to take effect on each anniversary date of the Agreement. The Supplier will submit the revised rate to the University not less than thirty days before each anniversary date. The revised rate may be an increase or a decrease of the existing hourly rate, but any increase must not be more than the sum calculated using the NZ labour Cost Index (Salary and Wage Rate (LCIQ SG51M1) - Table 4.1, All Sectors Combined, MN1 Professional, Scientific and Technical Services), published by Statistics New Zealand. The price review formula shown below indicates that the revised price is equal to the current labour rate divided by the base year labour cost index, multiplied by the average annual labour cost index:

\[ P_n = \left( \frac{P_o}{B_l} \right) \times \ln \]

Where:

- \( P_n \) = Revised Rate
- \( P_o \) = Current Labour Rate
- \( B_l \) = 1187 (Base year labour cost index).
  (The base year labour cost index is the average of the labor cost indices for four quarters of 2018).
  (MN1 Professional, Scientific and Technical Services (LCIQ SG51M1))
- \( \ln \) = Labour Cost Index (Salary and Wage Rates), stated as an average of the previous calendar year’s four quarters:
  (MN1 Professional, Scientific and Technical Services (LCIQ SG51M1))

Example:

- \( P_o = $235.00 \)
- \( B_l = 1187 \) (average of the labour cost indices for the four quarters of 2018)
- \( \ln = 1200 \) (calculated as an average of the labor cost indices for the previous four quarters)

\[ P_n = \left( \frac{235}{1187} \right) \times 1200 \]
\[ P_n = $241.00 \]

4. SERVICE LEVELS

4.1 The Supplier undertakes that all Services will:

(a) Be supplied with the prime aim of being an effective response to UoA’s needs where these are readily identifiable and attainable within the limitations which may be reasonably set by UoA;

(b) Meet the required standards of acceptability where defined by professional, legal or other codes of practice. In cases where these are not defined the result must meet UoA’s reasonable expectations;

(c) Be readily accessible to those persons entitled to such assistance and requests for service or information on the options available must be handled in a courteous and professional manner;

(d) Be carried out efficiently and, where necessary and practicable, all efforts will be taken to minimise the disruption to UoA’s workload through appropriate scheduling of the tasks to be performed;
(e) Be performed in accordance with current safety standards or, if these do not exist, to the standards set by UoA in codes of practice, protocols or similar internal documentation;

(f) Be reviewed by the Supplier, by the Supplier undertaking regular surveys to determine UoA's perception of the Supplier's level of service and take any necessary and practicable steps to ensure that any identified shortcomings are addressed; and

(g) Be supported by the Supplier promoting the importance and need for its entire Staff to develop and maintain positive customer relations, portray a professional image and be sensitive to UoA's needs.

5. QUALIFIED STAFF AND TRAINING

5.1 The Supplier will ensure that all of its Staff who provide Services are suitably qualified and have the necessary expertise to provide the Services, including relevant training in accordance with clause [5.2].

5.2 At the request of UoA, and at mutually agreed time or times, the Supplier will ensure that those of its Staff who provide Services first attend any training course run by the manufacturer of the Product or any other applicable organisation in order for the Supplier's Staff to be suitably qualified to perform the Services. All costs associated with such training shall be met by the Supplier.

6. SERVICE REPORT

6.1 Within [seven] days of completion of any Services, the Supplier will complete and provide to a nominated UoA member of Staff a detailed Supplier's Field Service Report (FSR) which will record where appropriate:

(a) A description of the Product serviced and a serial/registration number;

(b) The location of the Product;

(c) The nature of the Services carried out (for example, Preventive Maintenance Services, Corrective Maintenance Services or other types of Services);

(d) The manner in which the Services were initiated;

(e) A summary of the Services performed;

(f) The time taken;

(g) Details of parts/materials and any associated costs (such as freight/travel), in relation to completion of the Services; and

(h) The name of the Supplier's Staff performing the Services.
SCHEDULE D - Quality and Other Requirements

1. LICENCES AND AUTHORISATIONS

1.1 The Supplier will obtain at its own risk and expense any import licence and other official authorisation and carry out all customs formalities for the importation of the Products and, where necessary, for their transit through another country.

1.2 The Product will be certified as fit for service by the manufacture before despatch from their premises.

1.3 After installation UoA may at their discretion instruct a suitable third-party to perform a fit for purpose and inspection with a view to providing a certificate for service. If such a third-party inspection finds reason not to issue a certificate for service, the Supplier will make every possible endeavour to put right the inhibiting conditions, including if necessary, providing replacement equipment.

2. QUALITY

2.1 The Supplier will ensure that the Products are of a high quality and standard and in accordance with best industry practice.

2.2 The Supplier will provide the Products and Services in compliance and in a manner that is consistent with all applicable and accepted standards (including, without limitation, health and safety standards), codes of practice, regulations and all applicable law.

2.3 Without limiting clause [2.2] of this Schedule D, the Services will be provided in compliance and in a manner that is consistent with any New Zealand legislated health and safety Standards, and any other standards advised by UoA from time to time.

3. HEALTH AND SAFETY

3.1 The Supplier will accept responsibility for the safety of personnel employed or engaged by the Supplier for the purposes of providing the Products or Services and persons affected by or associated with the Products or Services. The Supplier warrants that:

(a) The Supplier will take all practicable steps to ensure the safety of all personnel of UoA, the Supplier and third Parties in connection with the supply of the Products and Services;

(b) So far as is applicable to the Products and Services, the Supplier will take all practicable steps to ensure that no act or omission:

(i) causes a hazard, significant hazard, harm or serious harm to any employee of the Supplier or any person on UoA’s sites; or

(ii) is a breach of any duty or obligation of the Supplier under the Health and Safety at Work Act 2015 and associated regulations (“HSEA”); or

(iii) does or is likely to give rise to the issue of any enforcement proceedings or a prosecution under the Act against the Supplier or UoA;

(c) The Supplier will comply with UoA’s reasonable health and safety requirements and health and safety policies.

3.2 Prior to the Commencement Date the Supplier will establish, and during the Term (including during any renewed period) of this Agreement the Supplier will implement and maintain, a written Health and Safety Management Plan (“Plan”) that is tailored specifically to the Products and Services which promotes health and safety of people associated with or affected by the Products and Services, and a system of auditing compliance with the Plan. The Plan will include (as a minimum) the following items:

(a) Hazard identification procedures;
(b) A list of all the hazards associated with the Services;

(c) Details of how each hazard will be managed by the Supplier;

(d) Incident and accident reporting procedures;

(e) Details of how health and safety monitoring, auditing and reporting in relation to the Services will be undertaken;

(f) The names and positions of the Supplier’s key Staff responsible for implementing the Plan; and

(g) Details of how the Plan will be communicated to the Supplier’s employees, agents and representatives.

The Supplier will provide a copy of the Plan to UoA upon request from UoA.

3.3 Should the Supplier fail to meet the requirements detailed in this clause [3 of Schedule D], the Supplier’s failure shall constitute a breach of this Agreement and UoA shall be entitled to suspend immediately the performance of any part or all of the Services at the Supplier’s expense for such period as is necessary until the Supplier has remedied the failure and UoA shall be entitled to exercise the remedies set out in clause [13 and 15 of Schedule E].

3.4 If the Supplier becomes aware that the Supplier or the Supplier’s Staff are or may be in breach or are likely to be in breach of this clause [3 of Schedule D] (without operating as a release in favour of the Supplier in respect of any responsibility or liability pursuant to this Agreement) then the Supplier will immediately notify UoA of such breach or anticipated breach and the Supplier will follow all UoA’s directions to avoid, remedy or mitigate such breaches or anticipated breach.

4. TRAINING AND SUPERVISION

4.1 The Supplier will ensure that all its employees, agents and representatives associated with provision of the Products and Services are adequately trained and supervised in the safe use of all vehicles, machinery, tools, processes, substances, protective clothing and equipment, which they may be required to be used in relation to supply of the Products and Services.

5. OTHER QUALITY REQUIREMENTS

5.1 Supplier’s installing technical equipment on any UoA site must abide by the requirements of our Health the Wellbeing Department, and the Property Services Department. Relevant guides and documents are located on the UoA internet site located at Health and Safety.

5.2 The Supplier will not make any alterations of any kind to UoA property nor affix any items to any UoA property or sites without the prior written consent of UoA. In the event that any affixation or alteration is approved, it shall be on the basis that at the expiry of the Term of this Agreement or earlier Termination, such affixation or alteration will be removed and UoA’s property reinstated and made good.

5.3 Any damage caused by the Supplier to UoA’s sites or to any UoA property or to any person lawfully on UoA’s sites will be made good by the Supplier at the Supplier’s own expense.

5.4 The Supplier will ensure that areas in which Staff are or have been carrying out the Services in attendance are at all times kept in a clean and tidy condition for use and occupation by UoA, to UoA’s satisfaction.

5.5 The Supplier must apply the necessary resources to remove all waste material from UoA sites as expeditiously as possible in order to avoid unsightly and potentially hazardous accumulation of such materials.
5.6 The **Supplier** will ensure that if required by **UoA**, all **Staff** wear an identification card approved by **UoA**, visibly affixed to their clothing at all times while at any **UoA** site.

5.7 Except in relation to supply of the **Products** and **Services**, neither the **Supplier** nor any **Staff** will carry out any business or trading activity at any **UoA** site and no advertisement, sign or notice of any description will be displayed by the **Supplier** or **Staff** without the prior written approval from **UoA**.

5.8 The **Supplier** will ensure that all equipment required to carry out the **Services** or associated with the **Products** is well and safely maintained and that all materials and other consumables are safely and securely stored when not in use, and without limitation the **Supplier** will comply with the Electricity Act 1992 and any **UoA** rules or regulations relating to electrical interference and earthing.

5.9 The **Supplier** will ensure that all **Staff** maintain high standards of personal hygiene while working at any **UoA** site.

5.10 The **Supplier** will co-operate fully with any other contractors or sub-contractors who are engaged by **UoA** to carry out any work at **UoA**'s sites.

5.11 The **Supplier** will supply suitable uniforms to **Staff** and will ensure that the uniforms are laundered at appropriate intervals at the **Supplier**'s expense. The **Supplier** will ensure **Staff** uniforms meet the prior approval of **UoA** at all times.

5.12 The **Supplier** will maintain to **UoA**'s satisfaction a process for screening all **Staff** on an ongoing basis to ensure **UoA**'s requirements for security and confidentiality are met.

5.13 The **Supplier** will comply with or better all **UoA**'s policies and procedures with respect to health and safety, security, quality of service and infection control as shown in the **UoA** On Site Health and Safety Plan.

5.14 The **Supplier** will ensure that any person to whom **UoA** has objected will not provide or be directly or indirectly associated with the supply of the **Products** or **Services**.

6. **BUSINESS REVIEWS**

6.1 The purpose of a business review ("Business Review") is to provide a forum for **UoA** (including the Procurement department of **UoA**) and the **Supplier** to review and align expectations, report progress on initiatives, review accomplishments, set future direction and strengthen the relationship between the **Parties**.

6.2 The objective of the Business Reviews will be to:

   (a) Align **UoA** and **Supplier** expectations and strategic direction;

   (b) Review past performance, progress towards agreed goals, discuss future planning;

   (c) Measure performance against expectations;

   (d) Review and evaluate key performance indicators;

   (e) Review roles for responsibility and accountability;

   (f) Canvas new technology and research;

   (g) Identify business improvements and initiatives; and

   (h) Review contingency plans.
6.3 Business Reviews will be held every twelve months as follows:

(a) Business Review meeting dates need to be confirmed at least three weeks before the meeting is scheduled by the Supplier;

(b) The agenda will be completed by the Supplier and sent to UoA no later than two weeks before the meeting;

(c) The Supplier is responsible for compiling the information on the agenda and leading discussion on the items on the agenda; and

(d) The Supplier is responsible for recording the minutes of the Business Review meeting and providing the minutes to UoA within 14 calendar days from the applicable meeting.

6.4 The Business Review agenda will include the following matters:

(a) Sales review by Products, value, volume, quarterly and year to date;

(b) Services review by Products, value, volume, quarterly and year to date;

(c) Supplier personnel changes;

(d) Performance against UoA expectations and KPIs;

(e) Supplier / UoA business issues (for example, ordering, service, delivery);

(f) New technology and research;

(g) Business initiatives;

(h) Contingency plans;

(i) General items and outstanding issues; and

(j) Next Business Review (date, time and venue).

6.5 The information relating to the matters referred to in clause 6.4 above will be compiled by the Supplier and provided to UoA, in a form as directed by UoA from time to time by the Supplier a reasonable time before each Business Review meeting.

7. KEY PERFORMANCE INDICATORS

7.1 For the purpose of reviewing the Supplier’s performance under this Agreement, the following expectations will be documented in KPIs and agreed between the Parties prior to the Commencement Date or and such KPIs shall be deemed to form part of this Agreement:

(a) Assured Supply:

   I. Demonstration that deliveries under this Agreement have met agreed lead times;

   II. Validated contingency or business continuity plan in the event of the Supplier’s business being disrupted.

   III. Quality, Excellent Service and Lowest Total Cost of Ownership (TCO);

   IV. Clarification of how the Products and Services are priced;

   V. Validation that UoA is provided lowest TCO Products and Services;

   VI. Validated process controls and management systems to measure and optimise cost and quality.
(b) Technical Excellence

I. Review of Approved Quality Management Programme that includes certification and audit by a third party;

II. Demonstrate controls and capabilities to assure safe and consistent Products and Services;

III. Meet the future needs of UoA and provide Products and Services compatible with UoA's delivery of service plan;

IV. Demonstrate use of up to date technology.

(c) Process Management

I. An established process to determine UoA's requirements for new or modified Products and Services;

II. An established process for improving the Services and Products;

III. An established process that communicates all changes to the Products and Services, the Product's packaging and manufacturing processes and the performance of the Services.

(d) Relationship

I. Open communication;

II. Commitment to providing UoA customer satisfaction and meeting future expectations;

III. Joint planning and sharing of objectives/initiatives;

IV. Commitment to adding value by demonstrating continuous improvement over time.

8. THE SUPPLIER'S CONTRACTS MANAGER

8.1 The Supplier's account manager ("Contracts Manager") will be nominated by the Supplier and approved by UoA.

8.2 The Contracts Manager will:

(a) Be a dedicated representative of the Supplier who will manage the account with UoA;

(b) Take responsibility for the implementation of this Agreement and co-ordinate business plans as agreed between the Supplier and UoA;

(c) Take responsibility for the overall management and performance of this Agreement including attaining agreed Delivery Dates, key performance indicators, service levels and supply chain initiatives as well as co-ordinating communication between the Parties; and

(d) Work with designated UoA representatives (including Procurement personnel) on Product and Service initiatives and market information to ensure that UoA needs are aligned with the commercial supply environment.
9. QUALITY ASSURANCE

9.1 The Supplier is required to become an approved or certified Supplier to UoA. In order to become approved or certified, the Supplier may be required to provide evidence to UoA as at the Commencement Date that the Supplier holds (operates) an approved and third party audited quality management programme based on an appropriate industry standard (i.e. ISO 9001:2008) ("Quality Management Programme"), and the Supplier must ensure that they continue to hold and comply with the Quality Management Programme for the Term of this Agreement (including any renewed period).

9.2 The Supplier shall meet its own costs of any programme and any other costs incurred in developing and maintaining a Quality Management Programme.

10. COMPETITIVENESS AND MODIFICATIONS

10.1 For the Term of this Agreement the Supplier will maintain its competitiveness. This means in particular that any product or service optimisation or changes in technology which can be used to improve the efficacy of the Products and delivery of the Services, or reduce the price of the Products or the Services, will be utilised and such improvements or reduction in costs will be passed to UoA as soon as they become available. In such an event, the prices detailed in Schedules B and C will be adjusted accordingly (notwithstanding that the Products and Services may be recorded elsewhere in this Agreement as being on a fixed price basis). In the case of Products using computer software, the Supplier will provide to UoA subsequent modifications software for fault diagnosis at the Supplier’s expense.
SCHEDULE E - Terms of Trade

1. DEFINITIONS AND INTERPRETATION

1.1 “Agreement” means this contract signed by the Parties and comprising the Schedules and Appendices, as amended from time to time.

1.2 “Business Day” means any day excluding Saturday or Sunday and public holidays in Auckland.

1.3 “Claim” means any Claim, action, proceeding, demand, judgment, damage, loss, costs, expenses or liability (including legal and expert costs and expenses incurred on a solicitor/client basis) whatsoever incurred or suffered by or brought or made or recovered and however arising (whether or not presently ascertained, immediate, future or contingent).

1.4 “Customer Induced Damage” means Product that has been subject to damage due to misuse or negligence caused by the UoA and is not caused as a result of normal usage. If there is any dispute regarding a Claim of Customer Induced Damage the UoA will be solely responsible for deciding the validity of the Customer Induced Damaged Claim. No invoice for Customer Induced Damage may be raised without written authorisation from the UoA.

1.5 “Delivery Date” means the date upon which the Products will be delivered to UoA pursuant to clause [5.1] or such other date as agreed between the Parties.

1.6 “DDP” means Delivered Duty Paid to the UoA’s site.

1.7 “FOC” means without payment.

1.8 “Final Release of Services” means the acknowledgement in writing by UoA that all Services required to be carried out and fulfilled by the Supplier in accordance with this Agreement have been completed by the Supplier.

1.9 “Force Majeure event” means any event beyond the reasonable control of the Party affected by it, in consequence of which that Party cannot perform its obligations under this Agreement. The expression, without prejudice to the foregoing, includes fire, outbreaks of war, acts of hostility and acts of nature. The expression does not include financial management difficulties or other like difficulties or delay caused by or in connection with contractual relations between the Supplier and its employees, agents, sub-contractors or Suppliers or any risk or event, including those listed above, the effects of which the Party affected could have prevented, overcome or ameliorated by taking reasonable care, including having in place a risk management process to deal with foreseeable risk.


1.11 “Intellectual Property” means all intellectual and industrial property, property rights and interests of any person (including common law rights and interests).

1.12 “Inventory Item” means any spare part, accessory or consumable that has been agreed by both Parties to be held at all times by the Supplier in readiness for use for fitment to the Product.

1.13 “Landed in New Zealand Cost” means the Supplier’s discounted purchase price and the proportional freight costs. No administration cost or local delivery fee is included.

1.14 “Normal Working Hours” means 08:00 to 18:00 on any Business Day.

1.15 “Parties” means both UoA and the Supplier and “Party” means either one of them.

1.16 “Products” means the Products listed in Schedule B.

1.17 “Purchase Order Number” means the number shown on the purchase order used by UoA when requesting supply of the Products or Services.

1.18 “Services” means the Services listed in Schedule C.

1.19 “Staff” means the Supplier, its employees, agents, Suppliers and representatives.

1.20 “TCO” means the total cost of ownerships and in this definition refers to all purchase costs and operating costs associated to capital investment over the product life cycle.
“Term” means the Term of this Agreement as set out in Schedule A and includes any renewed period.

“UOM” means Unit of Measure and is used as the minimum ordering quantity for any Product.

Terms which are defined in Schedule A shall have the same meaning throughout the rest of this Agreement.

In this Agreement, unless the context requires otherwise: references to clauses and schedules and appendices are to clauses and schedules and appendices of this Agreement; the headings to clauses will be ignored in construing this Agreement; the plural includes the singular and vice versa; references to gender include each other gender; a statute includes that statute as amended from time to time and any regulations, orders in council and other instruments issued or made under that statute from time to time and legislation passed in substitution for that statute; an obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done; derivatives of any defined word or Term have a corresponding meaning; all references to dollars are references to New Zealand dollars unless provided otherwise; and “including” and similar words do not imply any limitation.

“Labour Cost Index” (LCI) is a short-Term indicator showing the short-Term development of hourly labour costs incurred by employers, the total cost on an hourly basis of employing labour. In other words, the LCI measures the cost pressure arising from the production factor “labour”. The LCI used in this Agreement must be taken from Labour Cost Index, Salary and Wage Rate (LCIQ SG51M1) - Table 4, All Sectors combined, MN1 Professional, Scientific and Technical Services, published by Statistics NZ (www.stats.govt.nz). The base year labour cost index is the average of the labour cost indices for four quarters of 2018. Labour Cost Index (Salary and Wage Rates), is calculated as an average if the previous calendar year’s four quarters.

2. SUPPLY

2.1 The Supplier agrees to supply the Products and the Services to UoA on the Terms and conditions set out in this Agreement. Each Party will appoint a representative to liaise with the other.

The Services will be performed at times which cause the least possible disruption to UoA and/or the relevant or service.

UoA may postpone any Service on 24 hours’ notice to the Supplier and the Supplier will reschedule the postponed Service to occur as soon as reasonably practicable.

Nothing in this Agreement will prevent UoA purchasing Products and Services similar to, or the same as, the Products and Services from any other person.

Other than as specifically set out in UoA’s purchase order(s), UoA does not guarantee the Supplier any specific volume of business under this Agreement. All estimates provided by UoA are estimates only, and the Supplier confirms that it will not rely on these estimates in any case.

In the event of an emergency or disaster affecting UoA, the Supplier will use its best endeavours to provide the Products and/or Services as requested by UoA.

3. INVOICING AND PAYMENT

3.1 Products: The Supplier will submit an invoice to UoA on or before the last Business Day of the calendar month in which the Products were delivered and the calendar month in which UoA has accepted in writing that the Products are ready for use (such acceptance not to be unreasonably withheld). The invoice will be in a form directed by UoA from time to time. Each invoice will state the Contract Reference Number, the Supplier’s delivery-note reference number, UoA’s Purchase Order, Release Number, the net amount payable, any discount given, and full details of the Products supplied to UoA under this Agreement (including the UoA Item Codes, quantity and price as per the agreed UOM and total cost for all Products supplied to UoA). All invoices for part payment of Products must also state the amount invoiced to date, the amount payable for that invoice and the amount remaining to be paid for the Products. Invoices will be supported by such information as UoA determines is necessary for costing or other purposes.
Invoices related to installation or commissioning must be accompanied by the signed acceptance paperwork. All invoices must be emailed to: invoices@auckland.ac.nz

3.2 Services: The Supplier will submit on or before the last Business Day of each calendar month an invoice for Services provided during that month. The invoice will be in a form directed by UoA from time to time. Each invoice will state the Contract Reference Number, a Purchase Order Number (requested by the Supplier from the UoA in advance of any servicing) the net amount payable, any discount given, and full details of the Services supplied to UoA under this Agreement (including the total cost for all Services supplied to UoA). All invoices for Services must also state the amount invoiced to date, the amount payable for that invoice and the amount remaining to be paid for the Services. Invoices will be supported by such information as UoA determines is necessary for costing or other purposes.

3.3 Products: UoA will pay the Supplier on or before 20th (twentieth) of the month for Products delivered during the previous month, provided that invoices are received in accordance with clause 3.1.

UoA will pay the Supplier as follows:

(a) 80 percent of the total price of the delivered Products following delivery; and

(b) 20 percent of the total price following acceptance in writing by UoA that those Products are ready for use (such acceptance not to be unreasonably withheld).

The relevant amounts will be paid on or before the 20th of the month following the occurrence of each event, provided that invoices are received in accordance with clause [3.1].

3.4 Services: UoA will pay the Supplier on or before the 20th (twentieth) of the month for the Services provided during the previous month, provided that invoices are received in accordance with clause [3.2].

3.5 The Supplier will render, in addition to any other invoices required under this Agreement, GST invoices in such form as may reasonably be required by UoA.

3.6 UoA may pay the Supplier by electronic funds transfer or such other method acceptable to UoA. Failure by UoA to dispute any invoice prior to payment will not prejudice UoA’s right to subsequently dispute the correctness of such invoice.

3.7 In making payment for the Products or the Services, UoA may withhold or deduct or set off the amount of any overpayment or any amount recoverable by UoA from the Supplier under this Agreement from any future payment.

4. PURCHASE ORDER(S)

4.1 UoA will confirm all orders for Products and Services by issuing purchase orders and the Supplier will confirm receipt of all purchase orders. The Purchase Order Number must be quoted on all related delivery notes, packing lists, tax invoices and statements.

5. DELIVERY INSTALLATION AND COMMISSIONING

5.1 The Products will be delivered to UoA on such days, at such times, to such places and in such quantities as required by UoA. A delivery note in duplicate (stating the UoA Purchase Order Number, each Product item purchased and the quantity delivered) will be furnished with each supply. If the quantities appear to be correct on preliminary inspection by UoA, the Supplier will ensure that UoA legibly signs both copies of the delivery note and the person who signs the delivery note legibly writes his or her name and position on such delivery note. One copy of the delivery note will be retained by UoA and the other will be returned to the Supplier.

5.2 The Supplier will liaise with the UoA to ensure that the site is in readiness in accordance with the Site Preparation Specification sheet shown in [Schedule I], before arriving to perform the installation.

5.3 The Supplier will package the Products in an appropriate manner having regard to the type of the Products and the transportation used.

5.4 Risk in the Products will pass to UoA upon signing of the delivery note furnished with the Products. Unencumbered title in the Products will also pass to UoA upon signing of the delivery note furnished with the Products. The receipt or signature of a delivery note will not be taken as acceptance of either the quality or quantity of the Products and acceptance by UoA of the Products will be subject to UoA's subsequent inspection and use of the Products.

5.5 The Supplier will start the installation and commissioning the Products at UoA's premises in accordance with the timings shown in Schedule [H] Product Delivery Schedule, unless otherwise required by UoA. Such installation and commissioning will be at the Supplier's expense and includes the cost of providing any labour, expertise, materials, structural alterations or modifications and any other costs associated with installing and commissioning the Products in accordance with UoA's requirements, all of which will be arranged by and be the responsibility of the Supplier. The Supplier will provide a detailed written Field Service Report (FSR) within 7 days of commissioning and for all subsequent service activities needing to be carried out at the commissioning stage.

5.6 Late Delivery Clause: In case of deliveries of the Product mentioned in [Schedule B, paragraph 1.1] that are not delivered in accordance with the Delivery Schedule mentioned in [Schedule H] and/or agreed upon in writing by both the UoA and the Supplier, and if the delay in delivery is not due to any of the unforeseen events described in the Force Majeure clause shown in [Schedule E, paragraph 14] the UoA may at their sole discretion, and without prejudice to any other remedies which it may have, apply a non-performance fee calculated using 1% of the amount of the total Package Price mentioned in [Schedule B, paragraph 1.1] by operation of law and without requiring a notice of default, for each completed 7 calendar days of delay beyond the Delivery Scheduled period. This amount is limited to a maximum of 10% of the amount of the total Package Price before taxes. The UoA will issue to the Supplier a written credit note request for the calculated fee after the product has been delivered. The calculated fee will be credited to the UoA within 60 days from when the credit note request is received by the Supplier.

6. DEFECTIVE AND UNDELIVERED PRODUCT

6.1 If any Product fails to comply with the requirements of this Agreement or the Sale of Goods Act 1908 such Product may be rejected and not paid for by UoA. Any Product rejected by UoA pursuant to this Agreement will, upon demand, be returned to the Supplier at the Supplier's risk and expense.

6.2 On rejection of any Product or if the Supplier defaults in delivering any Product as required by UoA in accordance with this Agreement or if any Product is recalled as contemplated by clause [6.3], without prejudice to any other remedies which it may have, UoA may immediately cancel all or part of its order for the Products on giving notice to the Supplier and UoA may purchase alternative Products elsewhere. Any additional costs incurred by UoA in purchasing such alternative Products including any difference between the contract price and the actual cost of purchase of the alternative Products (if it is higher), will be paid to UoA by the Supplier on demand and will be recoverable from the Supplier as a debt due to UoA.

6.3 In the event that the Supplier is required by government or any other authorities to recall or modify any or all of the Products, the Supplier will notify UoA immediately. The Supplier will also similarly notify UoA if it becomes aware of any manufacturer supplied or independently sourced reputable reports of non-compliance that affect or have the potential to affect the safety of the Products. The Supplier will use its best endeavours to provide replacement Products to UoA as soon as possible provided that UoA reserves its right to purchase alternative Products elsewhere in accordance with clause [6.2].

6.4 In the event that any Product is rejected under clause [6.1] or if any Product is recalled as contemplated by clause [6.3], the Supplier shall immediately refund to UoA all money paid by UoA to the Supplier for or on account of such Products and such money will be recoverable from the Supplier as a debt due to UoA.
unless the Supplier has provided replacement Products to the satisfaction of UoA.

7. PRODUCT WARRANTIES

7.1 The Supplier warrants that:

(a) It has obtained all necessary rights and permits to sell the Products to UoA and the Products will be delivered free of any encumbrance, adverse interest or Claim by any third party;

(b) It is the sole owner or licensee of all the proprietary rights and Intellectual Property in the Products and it is not in breach of any Intellectual Property rights of any third party;

(c) The Products are of merchantable quality, free from faults and defects and are fit for UoA’s intended purpose;

(d) All labels on the Products are clearly and indelibly inscribed in English;

(e) The Products are new and unused;

(f) The Products comply in all respects with all laws, regulations, standards and codes of practice in force in New Zealand including any regulations, standards and codes of practice issued under the Electricity Act 1992 and the Radiation Protection Act 1965 and any industry standards applicable to pressure vessels;

(g) The Products, being mains operated equipment, operate satisfactorily when supplied with either 230V (+/-10%), 50Hz, single-phase or 400V (+/-10%), 50Hz, 3-phase;

(h) The Products comply with the quality requirements, specifications and other requirements set out in this Agreement; and

(i) The Supplier will carry out its obligations under this Agreement, with reasonable care, skill and diligence and will employ techniques of a high quality and standard and in accordance with best industry practices.

8. SERVICES WARRANTIES

8.1 The Supplier warrants that:

(a) It will carry out its obligations under this Agreement, including providing the Services, with reasonable care, skill and diligence and will employ techniques of a high quality and standard and in accordance with best industry practices;

(b) It will carry out its obligations under this Agreement so as to ensure routine and systematic performance of the Services with the objective of maintaining day to day operational efficiency and to ensure compliance with statutory health and safety requirements;

(c) It has obtained all necessary rights and permits to provide the Services to UoA;

(d) It is the sole owner or licensee of all the proprietary rights and Intellectual Property in the Services and it is not in breach of any Intellectual Property rights of any third party;

(e) The Supplier’s Staff involved in providing the Services are competent, appropriately qualified and are, where relevant, registered with or licensed by the appropriate statutory or professional body;

(f) The Services comply with and will be carried out in compliance in all respects, with the laws, regulations, standards and codes of practice in force in New Zealand; and

(g) The Services comply with and will be carried out in compliance with the quality and other requirements set out in this Agreement.

9. SUPPLIER WARRANTIES

9.1 The Supplier warrants that:

(a) It is duly incorporated and the person signing this Agreement on behalf of the Supplier is duly authorised to do so and bind the Supplier to the Terms of this Agreement;
(b) The Supplier is not in any litigation, employment dispute or any other dispute or issue which could affect its performance under this Agreement; and

(c) It will make reasonable endeavours to maintain a good record of industrial relations and to preserve a constructive and co-operative working relationship with Staff and their bargaining agents throughout the Term of this Agreement (including during any renewed period).

10. LIABILITY

10.1 The Supplier indemnifies UoA against any Claims suffered by UoA that arise from or are in respect of the Products and/or the Services and are attributable in whole or in part to any act or omission of the Supplier or its employees, agents or representatives including:

(a) Any failure to comply with the Terms contained in or implied by this Agreement;

(b) Any breach of any of the warranties contained in or implied by this Agreement; and/or

(c) Any failure to comply with any laws or regulations in force in New Zealand.

10.2 Without limiting clauses [10.1 or 10.3] of this [Schedule E], the Supplier indemnifies UoA from all Claims incurred or suffered by UoA in respect of any breach of the Health and Safety at Work Act 2015 and its associated regulations ("HSEA"), and conviction or proceedings instigated against UoA pursuant to the HSEA, directly or indirectly related to a breach by the Supplier of any of the Supplier’s obligations under this Agreement. This indemnity extends to any court costs, reparation order, prosecution witness costs and expenses and prosecution solicitors’ costs imposed by the court on UoA upon conviction for any offence under HSEA but does not include any fine or infringement fee.

10.3 Without limiting clauses [10.1 or 10.2] of this [Schedule E], the Supplier will remedy any defects arising from any defective materials and/or workmanship associated with the Products and Services at no extra cost to UoA during the Term of this Agreement and up to the Final Release of Services.

11. INSURANCE

11.1 The Supplier will affect and maintain public liability insurance for the duration of the Term of this Agreement and for a period of six years thereafter on the following minimum Terms:

(a) The sum insured shall not be less than NZ$3,000,000 per Claim.

(b) Cover must extend to personal injury to or death of any person resulting from any act or omission on the part of the Supplier or any of its employees, agents or representatives.

11.2 If required by UoA, the Supplier shall send a copy of the relevant certificates of currency and a copy of the policy renewals each year to UoA’s Contracts Performance Manager.

12. AUDIT

12.1 UoA may from time to time audit the Supplier’s compliance with this Agreement. The Terms and manner of any audit shall be first agreed between the Parties. The Parties agree to act reasonably for this purpose. For this purpose the Parties shall discuss the provision of any relevant documentation, inspection of the Supplier’s premises and other property, and co-operation with any person or persons authorised by UoA to carry out any audit. The Supplier agrees to promptly answer any queries by UoA with respect to any aspect of the Supplier’s compliance with this Agreement.

12.2 If any audit reveals an area of non-compliance with this Agreement, UoA will notify the Supplier, who will have 10 days to remedy the non-compliance (unless [clause 13.1(b)] is applicable).

13. TERMINATION

13.1 In addition to its rights of cancellation arising under the Contractual Remedies Act 1979, UoA will have the right to Terminate this Agreement immediately by notice in writing to the Supplier in the event of:

(a) The Supplier being or stating that it is insolvent or unable to pay its debts as they fall due, entering
into any composition or arrangement with its creditors, being wound up or doing any act which would render it liable to be wound up, or having a liquidator, provisional liquidator, receiver or official manager appointed over all or any of its property; or

(b) The Supplier committing any breach of the Terms of this Agreement where the breach is material and not capable of being remedied; or

(c) The Supplier committing any breach of the Terms of this Agreement where the breach is capable of being remedied and the Supplier fails to remedy the breach within 10 days after notice has been given to the Supplier requiring such remedy; or

(d) The Supplier indicating to UoA, by words or conduct, that it does not intend to perform some or all of its future obligations under the Agreement; or

(e) The Supplier failing to remedy any area of non-compliance in accordance with clause 12.2 above; or

(f) Termination being necessitated by a decision of a regulatory authority which is binding on UoA.

13.2 The Supplier will have the right to Terminate this Agreement immediately by notice in writing to UoA in the event of:

(a) UoA being or stating that it is insolvent or unable to pay its debts as they fall due, entering into any composition or arrangement with its creditors, being wound up or doing any act which would render it liable to be wound up, or having a liquidator, provisional liquidator, receiver or official manager appointed over all or any of its property; or

(b) UoA committing any breach of the Terms of this Agreement where the breach is material and not capable of being remedied; or

(c) UoA committing any breach of the Terms of this Agreement where the breach is capable of being remedied and UoA fails to remedy the breach within 10 days after notice has been given to UoA requiring such remedy.

14. FORCE MAJEURE

14.1 Neither Party will be liable to the other for any delays or non-performance of contractual obligations under this Agreement caused by a Force Majeure event provided each Party has taken all reasonable steps to minimise any loss, damage or delay resulting from a Force Majeure event.

14.2 When a Force Majeure event occurs which causes delays in delivery of the Products and/or Services and such delays continue or are likely to continue for a period greater than 21 days past the specified Delivery Date UoA may by notice to the Supplier cancel any Products and/or Services affected by the Force Majeure event. In such event UoA shall have the option to secure alternative Products and/or Services elsewhere.

15. UOA MAY PERFORM

15.1 In the event of the Supplier failing to perform any part of the Services or any express or implied Term of this Agreement, without prejudice to any other rights and remedies UoA may have, UoA may immediately cancel all or part of its order for the Services on giving notice to the Supplier and UoA may (but is not obliged to) perform or arrange the performance by a third party of that obligation of the Supplier. Any additional costs incurred by UoA in purchasing such alternative Services (including any difference between the contract price and the actual cost of the alternative Services (if it is higher)) will be paid to UoA by the Supplier on demand and will be recoverable from the Supplier as a debt due to UoA.

16. FINAL RELEASE OF SERVICES

16.1 After the expiry of this Agreement, UoA will issue a Final Release of Services to the Supplier once UoA is reasonably satisfied that all the Services have been carried out and fulfilled in accordance with this Agreement, and provided that:
(a) The Supplier has provided to UoA all required operating information necessary to ensure the effective continuity of the Services;

(b) The Supplier has on completion of the Services left UoA’s sites in a clean and tidy state for use and occupation by UoA;

(c) The Supplier has confirmed to UoA in writing that to the best of the Supplier’s knowledge the Supplier has complied with all legal and safety requirements in its provision of the Services;

(d) The Supplier has made all Claims for payment for Services completed in accordance with this Agreement; and

(e) Neither Party has notified the other that a matter is in dispute or difference under this Agreement.

17. CONDUCT OF SUPPLIER

17.1 The Supplier will ensure that when any of its Staff enter onto UoA sites or premises, they:

(a) Will behave and speak in a manner appropriate to the university environment;

(b) Will comply with UoA’s Code of Conduct as set out in Schedule F, and any reasonable orders or instructions issued by UoA; and

(c) Are aware of and will comply with all fire and emergency management plans and other security and safety measures from time to time in force at UoA’s premises.

18. AMENDMENTS

18.1 The Terms of this Agreement may be amended by Agreement in writing between the Parties using the Change Order Notice Form shown in [Appendix 1].

18.2 If UoA is required to vary the Terms of this Agreement to give effect to its obligations under its funding Agreement with the Crown, or any directive issued to it, then UoA will give the Supplier notice of such variation by issuing a Change Order and of the date on which such variation is to take effect (Effective Date).

18.3 If any Change Order is, in the Supplier’s opinion, adverse to its interests and UoA cannot immediately agree on an acceptable means of resolving that adversity, the Supplier may, within 25 Business Days of the date of the Variation Notice, give UoA notice of Termination of this Agreement (Termination Notice). Such Termination will take effect on the later of:

(a) The date 10 Business Days from the date of the Termination Notice; and

(b) The Effective Date.

If a Termination Notice is given, then the Terms of the Change Order will have no effect.

18.4 If the Supplier fails to provide UoA with a Termination Notice within 25 Business Days of the date of the Variation Notice, then the Supplier will be deemed to be bound by the contents of the Change Order from the Effective Date, and, unless otherwise specified in the Change Order, the Terms of this Agreement will be deemed to have been amended in accordance with the Change Order.

19. DISPUTE RESOLUTION

19.1 The Parties shall discuss in good faith any dispute or difference between them arising in connection with this Agreement and shall give consideration to adopting alternative dispute resolution processes, such as mediation, if the dispute or difference is not resolved by discussion.

19.2 Nothing in this clause [19] shall restrict the right of either Party to initiate litigation before a court of competent jurisdiction to resolve a dispute, enforce a right or obligation or seek damages.

19.3 Both Parties will continue to comply with their obligations under this Agreement until the dispute is resolved, but payments may be withheld to the extent that they are disputed.

20. MISCELLANEOUS PROVISIONS

20.1 Notices: Any notice under this Agreement may be made by letter or facsimile to the addresses set out in Schedule
20.2 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes and nullifies any negotiations, Agreements or promises in respect thereof which have been made prior to the execution of this Agreement, and in particular anything in the Supplier’s own invoices or the Parties’ correspondence or purchase orders.


20.4 Governing Law: This Agreement will be governed by the laws of New Zealand and the Parties submit to the jurisdiction of the courts of New Zealand.

20.5 Agreement Paramount: Notwithstanding any Terms of supply of the Supplier or recorded on the Supplier’s quotations, invoices or in credit arrangements entered into, this Agreement will be paramount and will apply to the exclusion of any of the Supplier’s documentation, even if at some later date UoA signs or otherwise purports to accept, the Terms of that documentation other than in the manner outlined in this Agreement.

20.6 Assignment: Neither Party will, without the prior written consent of the other Party (such consent not to be unreasonably withheld), assign or sub-contract all or any part of its rights and obligations under this Agreement. Any corporate reorganisation or reconstruction, including without limitation an amalgamation or merger of UoA, will not be deemed to be an assignment for the purposes of this Agreement.

20.7 Confidentiality and Advertising: Neither Party will disclose to any person any information concerning this Agreement and any subject matter to which it relates (except as may be required by law) without the prior written approval of the other Party. Neither Party will use the other Party’s name in advertising its business or activities without the prior written consent of the other Party and will comply with all reasonable Terms and conditions upon which such permission may be given.

20.8 Withholding Tax: In respect of all payments UoA is liable to make to the Supplier under this Agreement, UoA will be entitled to deduct any withholding tax required to be deducted from those payments and forward that withholding tax to the New Zealand Inland Revenue Department in the manner required by New Zealand Law. The net amounts paid by UoA to the Supplier shall be a complete and final discharge by UoA of its obligation to make the relevant payments.

20.9 No Waiver: No failure or delay on the part of either Party in exercising any power or right under this Agreement will operate as a waiver, nor will any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power contained in this Agreement.

20.10 Severability: Should any part or provision of this Agreement be held unenforceable or in conflict with the applicable laws or regulations, the invalid or unenforceable part or provision will be replaced with a provision which accomplishes, to such extent as possible, the original business and purpose of such part or provision in a valid and enforceable manner and the remainder of this Agreement will remain binding on the Parties.

20.11 Status of the Parties: The Supplier acknowledges that the Supplier is an independent contractor to UoA and nothing in this Agreement may be construed to make either Party a partner, servant, agent, employer or employee of the other.

20.12 Costs: Each of the Parties will bear its own costs of negotiating, preparing and executing this Agreement.

20.13 Counterparts: This Agreement may be executed in counterparts, which, when executed, will constitute and be read as one document.

20.14 Continuation: Notwithstanding the Termination or expiry of this Agreement, [clauses 1.2, 2.2, 4, 5 and 6 of Schedule B, and clauses 3.7, 6, 7, 8, 9, 10, 11, 12, 15, 19, 20.7 and 20.8] of Schedule E of this Agreement will remain in full force and effect.
20.15 **Further Assurances:** Each Party agrees to execute any further documents and do any further acts within its power as may be reasonably necessary from time to time to give effect to the Terms and intentions of this Agreement.

20.16 **Parking:** Notwithstanding anything else in this Agreement, UoA does not guarantee the availability of parking at any of its sites. Should the Supplier or the Supplier’s Staff park a vehicle at an UoA site, then the Supplier and the Supplier’s Staff shall pay for parking at the then current rates charged by UoA at the time of parking, and the Supplier and the Supplier’s Staff shall comply with all of UoA’s parking policies. In the event that UoA becomes aware of any vehicle parked in breach of this clause it may forthwith and without notice have the vehicle towed away and the cost of removal shall be paid by the Supplier.

20.17 **Time of Essence:** Time will be of the essence in relation to the Supplier’s performance of its obligations under this Agreement.

20.18 **University of Auckland Policies on Gifts and Hospitality and Sponsorship:** Any Gifts or Hospitality or Sponsorships provided to the UoA by the Supplier will be in strict accordance with the UoA gifts, hospitality and sponsorship policies shown on the UoA internet site www.auckland.ac.nz.

20.19 **Ethical Procurement:** The Supplier is to comply with the Ethical Procurement Statement set out in the UoA internet site www.auckland.ac.nz.
SCHEDULE F - Code of Conduct

1. INTRODUCTION

1.1 This Code of Conduct documents the standard of behaviour for all Suppliers and their Staff who attend UoA's premises.

1.2 Staff means the Supplier, its employees, agents and representatives.

2. RESPONSIBILITIES

2.1 The Supplier is responsible for:

(a) Ensuring this Code of Conduct is effectively communicated to all its Staff who are to attend UoA premises;

(b) Monitoring the behaviour of its Staff attending UoA premises and ensuring that behaviour is at all times in accordance with this Code of Conduct; and

(c) Providing any special clothing and protective devices required by the Staff engaged by the Supplier to comply with UoA's rules and regulations.

2.2 UoA is responsible for:

(a) Communicating to all Staff any UoA rules and regulations applying to the facilities and premises where work is being performed;

(b) Promptly reporting to the Supplier any observed breaches of the Code of Conduct; and

(c) Ensuring reasonable protection is provided for all Staff engaged by the Supplier working in such conditions that puts their health or safety at risk.

3. CONFIDENTIALITY

3.1 There is an obligation on all Staff working on UoA premises not to divulge any confidential UoA business that may be seen or heard.

3.2 A breach of [clause 3.1] above will result in the Staff member(s) being refused further access to UoA premises and may be grounds for Termination of this Agreement.

4. PERSONAL APPEARANCE AND CONDUCT

4.1 All Staff will wear clothing appropriate to premises in which they are required to work.

4.2 UoA will provide sterile protective clothing and the Supplier will provide, at the Supplier's expense, all other protective clothing as deemed necessary by UoA's representative or, required by statute or regulation and in such conditions that put Staff members' health or safety at risk. The Supplier will ensure that its Staff wear such clothing where appropriate.

4.3 When working in areas where food is handled or stored all Staff must ensure that they adopt standards of cleanliness appropriate to the environment.

4.4 No Staff member who is aware that he/she is suffering from infectious or contagious medical conditions including, but not limited to, influenza will work in UoA properties.

4.5 All Staff will at all times conduct themselves in a manner that is appropriate to the environment in which they are working and which is mindful of the sensitivities of UoA employees and members of the public (e.g. Staff will not exhibit or practice racist, sexist or any other behaviour that might reasonably be considered offensive).

4.6 The removal by a Staff member of any property that is belonging to UoA or belonging to any UoA employee, sub-contractor, agent or student or any member of the public will result in that Staff member being refused further access to UoA premises. The Supplier may also take further action as it deems necessary and the Staff member may also face prosecution.

4.7 No Staff working on site at UoA will receive for any reason, directly or indirectly, a fee, reward, or gratuity from any student. Any Staff infringing this will be refused further access to UoA premises.
4.8 Whenever there is due cause to doubt the propriety of any proposed action or behaviour, the Staff member should seek prior approval from an appropriate UoA Staff member before proceeding.

5. PERFORMANCE OF DUTIES

5.1 All Staff will perform their duties in a manner that will cause minimum disruption to UoA Staff and operations.

5.2 While in the vicinity of UoA properties, Staff will not create a noise nuisance by the use of loud or unnecessary speech, radios, or any other source of noise not strictly required for the performance of the Supplier’s responsibilities under this Agreement. UoA retains the right to take any initiative or action in ensuring that students are not unduly distressed by “work noise” (including, but not limited to, requesting the Staff member(s) to cease work during any lesson times).

5.3 All Staff will at all times be mindful of the safety of UoA Staff, students and the public.

5.4 All Staff will abide by all advertised UoA rules and regulations applying to the site and premises on which duties are being performed including, but not limited to, speed restrictions, parking restrictions, restrictions on access to defined areas and the use of security passes.

5.5 On completion of every piece of work performed, all Staff will ensure that the premises are left in a tidy and clean state.

5.6 While on UoA premises, Staff may be required to wear (at the Supplier’s expense), in a clearly visible fashion, an identification badge which includes a photograph of the Staff member. Such a requirement will be communicated to the Supplier in writing by UoA’s representative.

6. COMMUNICATIONS WITH UOA STAFF

6.1 All Staff will be courteous in all dealings with UoA Staff.

6.2 All Staff will obey all reasonable instructions given by UoA Staff who possess the apparent authority to give such instructions.

6.3 All Staff will keep appropriate UoA Staff informed of the progress of work if deemed necessary by UoA’s representative.

7. BREACHES OF CODE OF CONDUCT

7.1 Failure of any Staff member to observe/comply with any of the provisions contained herein may result in the appropriate disciplinary action being taken against the Supplier.

7.2 In addition to any action which may be taken against the Supplier in relation to a breach of this Code of Conduct, UoA retains the right to refuse access to all UoA premises for any Staff member who breaches any of the provisions contained herein.

8. EMERGENCY MANAGEMENT

8.1 In the event of an emergency on UoA premises, the Staff member will immediately report the emergency by telephone or in person to a UoA Staff member and will then follow the instructions of the UoA Staff.
SCHEDULE G – Product Specifications

The Products will comply with the following specifications:

[insert relevant brochures and tender spec sheet]
SCHEDULE H – Product Delivery Schedule

On receipt of a UoA Purchase Order by the Supplier the lead time for the Products will comply with the following schedule:
SCHEDULE I – Site Preparation Specifications

(Insert copy of vendors Site Preparations Specification Sheet)
SCHEDULE J – Preventive Maintenance Task Sheets

(Insert copy of vendors Preventive Maintenance Task Sheet)
SCHEDULE K – Scheduled Maintenance Forecast

For the **Term** of the **Agreement**, in accordance with the original equipment manufacturer’s recommendation, Preventive Maintenance will be performed annually by the **Supplier**. On the request of the **Supplier** the **UoA** will confirm time and dates for the maintenance visit and raise a Purchase Order in advance of such visit if it is chargeable. The following table records the scheduled maintenance dates.

Maintenance dates will be added to this Schedule after the Product has been successfully installed at the **UoA** site. The maintenance dates may be amended by mutual **Agreement** between the **UoA** and the **Supplier**.

<table>
<thead>
<tr>
<th>Year</th>
<th>Maintenance date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td></td>
</tr>
<tr>
<td>2022</td>
<td></td>
</tr>
<tr>
<td>2023</td>
<td></td>
</tr>
<tr>
<td>2024</td>
<td></td>
</tr>
<tr>
<td>2025</td>
<td></td>
</tr>
</tbody>
</table>
### Change Order Notice Form Template

<table>
<thead>
<tr>
<th>1/ Change No:</th>
<th>2/ Contract Ref:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3/ Contract Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4/ Supplier:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5/ Date of Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6/ Title of Change:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7/ Type of Change(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>(e.g. service; price; Terms...)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8/ Reason for Change:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9/ Description of Change:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10/ Change effect section / clause:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11/ Details of change impact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(e.g. financial, delivery, functionality, training...)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12/ Section / Clause Changes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(amendments in bold)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13/ Approval of proposed Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

In accordance with clause [18 in Schedule E] of the **Agreement**, the University and the **Supplier** confirm that they have each read the information contained in this Change Order and approve the proposed change as set out and agree that the **Agreement** shall be treated as having been amended accordingly:

**Effective date of change:**

For and on behalf of University of Auckland

Signed: (Authorised Signatory)
Name:
Title:
Date:

For and on behalf of Supplier

Signed: (Authorised Signatory)
Name:
Title:
Date: