

31 May 2024

[Redacted]
[Redacted]
[Redacted]
Email: [Redacted]

Tēnā koe [Redacted]

Official Information Act Request

Thank you for your request of 6 May 2024, under the Official Information Act 1982, for the following information:

This is a request for clarification of official information under the under the Official Information Act 1982 in relation to the redesigned website and logo.

We request the following information:

•The total cost of designing the new website including a cost breakdown not limited to:

- Website design*
- Website creation*
- Website maintenance*

•Did this go out to tender to find a suitable contractor/consultant to design and host the new website?

-If yes, how many applications were receive for the contract to design and host the new website?

Please provide the documents relating to any tender process.

-If the contractor/consultant was chosen as a result of being on the AOG list, then please provide more information as to why they specifically were selected for the contract.

-What company was employed to redesign the website?

•What are the traffic metrics for the website for the 12 months after the rebrand and the 12 months prior to the rebrand?

•When was the website last redesigned and what date was this redesign implemented?

•The total cost of designing the new logo including a cost breakdown not limited to:

- Design costs i.e. logos, branding and naming*
- Consultation costs*
- Material costs i.e. shirts*
- Marketing costs i.e. brochures, posters and advertising*
- Other costs associated with advertising the logo change.*

Please include what date this redesign was implemented

Your request has been considered under the Official Information Act 1982.

Our responses to your questions are set out below.

Website costs

We are unable to break down the cost of the website design verses the website creation. Please find the costs below.

Website design and creation	\$ 2,867,937
Website maintenance per year (December 2023 onwards)	\$ 206,880

Website tender process

NZQA carried out a closed Request for Quotes (RFQ) procurement process using the All-of-Government (AoG) panel to find a suitable third-party provider. NZQA received two applications to design and host the new website. Please find attached NZQA's RFQ documentation in Appendix 1. Through the RFQ process, NZQA chose Silverstripe Limited, to design and host the new website.

Silverstripe was selected by the evaluation panel due to their strong understanding of NZQA's requirements, which they demonstrated through their written submission and their presentation.

Silverstripe updated their initial response following the discussion held during the presentation, which further enforced their willingness to meet our requirements and deadlines.

The scoring completed by the evaluation panel demonstrated that Silverstripe were the preferred vendor and they comfortably scored above the decision threshold.

Website update and metrics

NZQA's website is its main communications channel, with more than 50 million visitors each year.

NZQA's website was previously designed in 2010, which had become increasingly difficult for our diverse range of stakeholders to navigate and access information on. This website also was not mobile responsive and did not meet the Government's Web Accessibility Standards.

The website refresh was carried out in several phases. The home page for the new website, and the redesign of all main pages, went live on 23 May 2023.

In the 12 months prior to the website improvement, between 23 May 2022 to 23 May 2023, NZQA's website received 59.7 million page views. Between 23 May 2023 and 15 May 2024, NZQA's website received 89.3 million page views.

NZQA's logo

It is not possible to break out the total cost of designing the updated logo from broader rebranding that also occurred. The full costs of rebranding have been publicly released in response to Select Committee Annual Review questions: https://www.parliament.nz/resource/en-NZ/54SCEDUW_EVI_b6b83140-02b5-4feb-4a92-08dbfb701e36_EDUW448/4aa0fc03a969e406ba148acc5f615d5f12174955.

The first part of this question is therefore declined under Section 18(d) of the Official Information Act 1982 as the information is already publicly available.

No costs were incurred from consultation on the rebranding work, including the updated logo.

To reduce costs, new branding is being used as material becomes due to be updated, reprinted or renewed. This means no additional material, marketing or advertising costs have been incurred.

The process of using new branding as material becomes due for updating, reprinting or renewal began in August 2022, and is ongoing.

Your response may be published on our website after five working days. Your name and contact details will be removed before publication.

If you require further assistance or believe we have misinterpreted your request, please contact Elizabeth Templeton in the Office of the Chief Executive, email elizabeth.templeton@nzqa.govt.nz or telephone (04) 463 3339.

You have the right to seek an investigation or review by the Ombudsman of this decision under section 28(3) of the Official Information Act 1982. Details of how to make a complaint can be found

at www.ombudsman.parliament.nz. You can also telephone 0800 802 502 or write to the Ombudsman at PO Box 10152, Wellington, 6143.

Nāku nā

A handwritten signature in black ink, appearing to read 'Grant Klinkum', written in a cursive style.

Dr Grant Klinkum
Pouwhakahaere/Chief Executive

Encl:
Appendix 1: NZQA's Request for Quote documentation

Evaluation Panel Instructions:



<<Project Name>>



Template instructions

These instructions should be tailored to meet the specific needs of your project.

1. Before you start – some key principles about the evaluation process

When evaluation panels are scoring submissions, our top of mind focus must always be on ensuring our individual and collective behaviours meet appropriate standards of probity.

- Everyone involved in the evaluation must have completed/signed a Conflict of Interest & Confidentiality Agreement.
- Confidentiality must be respected and maintained throughout the process
- Contact with suppliers - the panel chairperson is the only person permitted to comment to outside parties about the evaluation process and outcome. The panel should not discuss any element of the process with work colleagues or any other party.



Conflict of Interest / bias: The evaluation process must be free of bias and any perception of bias. Any conflicts of interest (Actual, potential or perceived) and possible issues of bias must be disclosed and discussed with the Panel Chair before commencement of this stage.

2. Instructions – initial evaluation

There are a number of principles that should be applied when you are evaluating the supplier submissions:

- Each evaluator must carry out an independent evaluation. Individual scores will then be reviewed and debated as a panel. Either a consensus will be arrived at or panel members will be asked to carry out a 'second pass' of their evaluations, taking into account the panel discussions. **[Delete this point if not applicable]**
- Our evaluation plan separates the budgetary (price) and non-budgetary parts of the evaluation – the panel members evaluating the non-budgetary aspects do not (and should not) have access to price/cost information. The Panel Chair will act, as a conduit between each of the teams to ensure any transfer of information is managed appropriately. **[Delete this point if not applicable]**
- Tenders must be evaluated in strict accordance with the criteria enclosed/attached to these instructions.
- Only information contained in the tender submission is to be evaluated. You may also take into account information obtained from any early stage of the process. No extraneous views, supposition or assumptions should influence your evaluation.
- You must evaluate each submission on its own merit and not in comparison to another submission. While moderation will involve naturally comparing the evaluation of scores across tenders, evaluators should keep any such comparison to a minimum.
- Clear, succinct but comprehensive notes are required in support of your scores. All evaluation notes and material must be retained for audit purposes.

Next steps:

1	Independently score each proposal	<ul style="list-style-type: none"> • Independently score each submission using the attached 'Tender Evaluation Form'. 						
2	Panel review meetings	<ul style="list-style-type: none"> • Panel review meetings are scheduled as follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Date</th> <th style="width: 33%;">Time</th> <th style="width: 33%;">Venue</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Date	Time	Venue			
Date	Time	Venue						

Meeting 1:
Meeting 2:



2. How to score each submission



Template instructions

This next section should be updated with sufficient guidance to enable panel members to consistently score each submission. Three example rating scales are included. Your agency may also have its own approved evaluation scales.

The following rating scale shall be used to score each qualitative/non-budgetary requirement. The evaluation methodology << doesn't / does >> permit ½ marks (eg. 4.5, etc).

Rating scale 'A'

Assessment	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.	5
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.	4
Acceptable	Satisfies the requirement. Demonstration by the Supplier of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with evidence to support the response.	3
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the Supplier's relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.	2
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the suppliers relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.	1
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.	0

[*Based on OGC rating scale]

(or) Rating scale 'B'

Rating	Definition	Score
Exceeds requirement	The Respondent is able to demonstrate a level of service beyond the Ministry's expectations, stated requirements and business objectives and the level of service proposed by their competitors. The Respondent is offering major enduring benefits in terms of reduced risk and/or a quantifiable value add to the Ministry with little or no increase in costs.	9 – 10
Meets requirement with Major value add	The Respondent demonstrates that they are able to meet the Ministry's requirement and business objectives. Adds some major areas of benefit to the Ministry with little or no risk and/or increased costs	7 – 8
Meets requirement with Minor Value Add	The Respondent demonstrates that they are able to meet the Ministry's requirement and business objectives. Adds some minor areas of benefit to the Ministry with some risk and/or increased cost.	4 - 6
Meets requirement	The Respondent demonstrates that they are able to meet the Ministry's requirement and business objectives to an adequate level .	3
Limited understanding of requirement	The Respondent is unable to meet the Ministry's requirements and business objectives and would require considerable guidance.	1 – 2
No response or does not meet requirement	The Respondent does not offer an explanation or ability to meet the Ministry's requirements and business objectives.	0

(or) Rating scale ‘C’

Compliance	Definition	Deficiency	Definition	Score
Significantly Exceeds	Significantly exceeds the requirement in a way that provides significant 'added value' to MED.			9-10
Exceeds	Exceeds the requirement in some aspects and offers some added value to MED			7-8
Meets Requirements	Has shown an understanding of the requirement to a minimum level.			5-6
	Can provide the requirement to the minimum level.			
Unsatisfactory		Minor	Marginally deficient.	3-4
			Minimal cost or schedule impact to address.	
			Minor negotiation required to achieve requirement.	
Unsatisfactory		Significant	Requirement only partially met.	1-2
			Achievement of the requirement will impact on cost or schedule. Significant negotiation required.	
Unsatisfactory		Critical	Requirement not met to any degree by the solution offered.	0
No information provided.				



Rating scale ‘A’: This basic 5-point scale is appropriate for evaluating low-value, low-risk projects. The odd-number scoring scale means that people can ‘sit on the fence’ and take a neutral position; an even-number scale forces respondents to take a non-neutral position. See Scales B & C below.

Rating scale ‘B’: This 9 or 10-point scale can be used for evaluating most procurement. Setting ‘Meets Requirements’ at 3 allows for greater scrutiny of submissions where it is anticipated that most suppliers are likely to meet the baseline requirements.

Option – 9 Point or 10 Point scale?

- A 9-point scale means that people can ‘sit on the fence’ and take a neutral position.
- A 10-point scale forces respondents to take a non-neutral position.

Rating scale ‘C’: This 10-point scale can be used for evaluating most procurement. It takes a different approach to Scale B by setting ‘Meets Requirements’ at 5. It also goes down to a greater level of granularity in terms of assessing the deficiencies within submissions and the extent to which remedial action could still enable a submission to be an acceptable option.

Request for Quotes (Secondary Procurement)

Customer Experience Improvement Programme: Website Redesign Project – Operating Within the Collaborative Marketplace Agreement

NZQA Ref: RFQ-11200

New Zealand Qualifications Authority [NZQA]
Level 13
125 The Terrace
Wellington 6011

SECTION 1: Key information



1.1 Context

- a. This Request for Quote (RFQ) is an invitation to suitably qualified suppliers to submit a response for the Customer Experience Improvement Programme, Website Design and Development contract opportunity using the Marketplace 'Consultancy and Professional' Channel Catalogues.



1.2 Our timeline

- a. Here is our timeline for this Secondary Procurement, RFQ.

Deadline for Responses:	[5pm Monday 7th June 2021]
Anticipated Contract start date:	[9am Thurs 1st July 2021]
- b. All dates and times are dates and times in New Zealand.



1.3 How to contact us

- a. All enquiries, including any queries, must be directed to our point of contact. We will manage all external communications through this Point of Contact.
- b. Our Point of Contact

Name: NZQA Procurement Unit
Email address: procurement@nzqa.govt.nz
- c. Best endeavours will be used to answer all queries



1.4 Developing and submitting your response

- a. For resources on tendering go to: www.procurement.govt.nz/suppliers.
- b. You must use the 'Response Form' provided and Marketplace Channel, SOW



1.5 Address for submitting your Quote

Quotes must be submitted by email to the following address: -
procurement@nzqa.govt.nz

Quotes sent by post or fax, or hard copy delivered to our office, **will not** be accepted.



1.6 Our RFQ Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Quote the Respondent agrees that their Quote will remain open for acceptance by the Buyer for **three calendar months** from the Deadline for Quotes.
 - b. The Secondary Procurement RFQ is subject to the RFQ Process, Terms and Conditions (shortened to RFQ-Terms), but is not in any way, a process contract. Best endeavours will be used throughout this process.
-

SECTION 2: Our Requirements

2.1 What we require

Utilising the Governments Marketplace Chanel Agreement for, 'Consultancy and Professional Services' as the services/contract framework for this request, NZQA is seeking to partner with a web, 'design and development' agency that will help NZQA on its improved customer experience journey.

NZQA wants to deliver a reimagined customer experience that will transform NZQA's digital presence across its public website (NZQA.govt.nz) and private web applications (e.g. Logged-in Learner and Provider Portals).

We are looking for an adaptable and flexible, suitable provider that will work collaboratively with NZQA within an agile service/s delivery management framework in order to provide design, development and, technical expertise.

It is expected that the whole journey will take approximately three years. This RFQ is for deliverables in Year 1, to include the first major release in February 2022 and subsequent releases up to 30th June 2022, commencing from the contract start date.

A 'discovery phase' has already been completed and the key outcomes from that phase are outlined in Appendix 1.

Appendix 1.

An Indigenous Design Agency¹ will need to be engaged for some elements of this work and the successful vendor will be responsible for this engagement. The response to this RFQ needs to reflect this engagement.

Objectives for the solution to be delivered in Year 1 are:

1. Prioritised for February 2022 launch:

- a) A new NZQA Visual Design System is to be developed to be applied to the Website redesign, however, it could also be applied to all NZQA digital facing services going forwards. Overarching visual design and those elements required for the parts of site launching in February 2022 are to be completed. It is expected that the Design System deliverable will be similar to the Integration Master Guide for NCEA Online exams and associated documents, reusing and adapting appropriate elements as appropriate².
- b) A new Information Architecture (IA) for the top 2 levels that will enable the new site to be set up and a content migration plan established for February 2022 launch.

¹ NZQA has a preference to work with IDIA, however would consider other options if justified

² Available from NZQA on request

- c) Digital Brand, Content and Communication Strategy is developed to support February 2022 launch.
- d) All publicly accessible NCEA information is to be delivered on the new website using the new Visual Design and Information Architecture (IA).
- e) A new structure and design are applied to the Learner Logged in landing area.
- f) Learners will experience an improved service for accessing their 2022 results, including receiving notifications of important information.

2. Prioritised for February-June 2022 delivery:

- a) Completion of Public Site redesign, IA and content migration.
- b) Prioritised Student services.
- c) New NCEA Submission experience. To include landing page for provider portal (e.g. User Experience design for Dynamics 365 CRM backend)
- d) Improved school details management.
- e) Customised public standards information by school or provider available on public site.

These objectives are based on Prioritised Solution Areas outlined in Appendix 2 and identified in the deliverables table as solution areas in the following areas:

Public Information
Private Logged-in – Students
Technical
Private Logged-in – Schools, teachers, markers
Mixed Public/Logged in

This Secondary Procurement RFQ is looking for a reasonably detailed costing, timelines and resource commitments required, for those items prioritised for February 2022 delivery, with estimates for the remaining Year 1 deliverables.

Based on performance for the deliverables for the February 2022 release, the scope and estimate for the remaining year 1 releases will be confirmed in December 2021. The delivery roadmap for Year 2 and 3 will be covered in a separate RFQ in 2022, however, estimates may be required earlier inform the Year 2 and 3 Business Case.

2.2 Specific Channel Service Requirements

The specific deliverables required for February 2022 release are:

	Solution Area	Acceptance Criteria to include:
1.	Information Architecture and Solution Design – by February 2022	
1.1	New Information Architecture for whole site for top two levels.	<ul style="list-style-type: none"> • Functional list/model of current content provided to guide NZQA decision making and Content Audit. • Indigenous Design Agency is engaged to inform IA structural considerations in relation to language requirements. • New site structure is developed for the top 2 levels to the acceptance of the Product Owner.
	Whole-site restructure	

	Solution Area	Acceptance Criteria to include:
1.2	<p>New Information Architecture (IA) for publicly accessible NCEA content. New IA to restructure NCEA information into a more cohesive structure to include content audit across:</p> <ul style="list-style-type: none"> • Understanding NCEA • Entry in to NCEA • NCEA exams and portfolios • NCEA rules and procedures • NCEA results • Student exam hub • Subjects • Vocational Pathways <p>Public NCEA Information rework/restructure</p>	<ul style="list-style-type: none"> • Indigenous Design Agency is engaged to inform IA structural considerations in relation to language requirements. • New NCEA IA is developed and user tested to the acceptance of the Product Owner. • NCEA IA clearly identifies data sources and boundaries across CMS, NZQA (eg eQA or Other) and other Agency data to drive API requirements and Content migration work required (eg extracting data from PDFs). • NCEA content is rewritten to the acceptance of Product Owner.
1.3	<p>New IA for Learner Logging in experience and Landing Page/Dashboard.</p> <p>Learner space re-structure / re-design</p>	<ul style="list-style-type: none"> • IA can be surfaced in new design and future proofed for the addition of new functionality. • Indigenous Design Agency is engaged to inform Learner Logged in IA. • User testing is carried out to the acceptance of the Product Owner.
1.4	<p>New IA for Learner results logged in experience.</p> <p>Accessing results experience for students</p>	<ul style="list-style-type: none"> • Indigenous Design Agency is engaged to inform Learner Results IA. • IA can be surfaced in new Design
1.5	<p>Māori content restructure, integration and Te reo incorporated.</p> <p>Māori content rework/restructure</p>	<ul style="list-style-type: none"> • Indigenous Design Agency is engaged for design and content work as required, alongside appropriate internal NZQA teams. • Māori content is embedded into new IA and design.
1.6	<p>Pasifika content restructure, integration, and languages</p> <p>Pasifika content rework / restructure</p>	<ul style="list-style-type: none"> • Indigenous Design Agency is engaged for design and content work as required, alongside appropriate internal NZQA teams. • Pasifika content is embedded into new IA and design.
2.	Brand and Visual Design – by February 2022	
2.1	<p>Digital Brand, Content and Communication Strategy</p> <p>Content & Communications Strategy</p>	<ul style="list-style-type: none"> • Framework and guidance are provided to enable NZQA to develop/update content strategy and Digital Brand Guidelines to include: logo, Māori and Pasifika motifs, colours, fonts, imagery etc. • Indigenous Design Agency is engaged to provide appropriate cultural input.

	Solution Area	Acceptance Criteria to include:
3.1	<p>Contribute to NZQA Solution Design and Architecture</p> <p>Technical debt & upgrades Notifications service (base functionality) Planning and design input for submissions experience</p>	<p>Expert advice is given in relation to:</p> <ul style="list-style-type: none"> Data sharing and integration for the web (Sites, apps), APIs integration with other NZQA systems (ie eQA), other web applications (eg CRM) and IAM integration. Sustainable development practices Transitional planning for running parallel sites and apps Code naming practices to support data sharing amongst sector partners Accessibility and usability Solution provisioning of notifications service Search design and engineering (utilising Elasticsearch) Planning and design input for submissions experience Mentoring NZQA Silverstripe developer.
3.2	<p>Set up new Silverstripe instance for new site to meet NZQA architectural requirements</p> <p>Technical debt & upgrades</p>	<p>Provide technical assistance to NZQA to enable this to be completed.</p> <p>At a minimum UAT and PROD environments will be required and will need to integrate with appropriate NZQA test and PROD environments.</p>
3.3	<p>Transition and Migration Planning and Implementation</p> <p>Technical debt & upgrades</p>	<p>Contribute to Transition and Content migration plans for each release.</p> <p>Content is migrated programmatically where appropriate.</p>
3.4	<p>For all front and back-end Development:</p> <p>All development work</p>	<p>All NZQA testing requirements (including non-functional requirements, security, PEN and performance testing) are met. As part of this RFQ response the following should be specified:</p> <ul style="list-style-type: none"> What and how is testing completed prior to release to client (e.g. how much testing is automated?) Vendor's release process, to include what environments are used for development and delivery. <p>Accessibility testing is completed to meet the minimum Government mandated standards.</p> <p>All medium and severe PEN test issues are resolved.</p>
3.5	<p>Front and back-end development to support new IA (top 2 levels) and Visual Design.</p> <p>Visual design update Whole-site restructure</p>	<p>All design elements and templates defined in Visual Design System are available in CMS.</p> <p>Suitable development assets (e.g. CSS, HTML etc) are provided to NZQA development team to apply design system to other services.</p>
3.6	<p>Front and Backend Development to support NCEA IA and Visual Design</p> <p>Public NCEA Information rework/restructure</p>	<p>New NCEA IA and Visual Design can be surfaced to the public and integrates with old site as defined in transition plan.</p>

	Solution Area	Acceptance Criteria to include:
3.7	Front and Backend Development to support Learner Logging in experience and Landing page new design and IA. Learner space re-structure / re-design	New Learner Logged in Landing page can be surfaced to external logged in Learners and Learners are able to access all services.
3.8	Front and Backend Development to support Learner results new design and IA. Accessing results experience for students	New Learner results design can be surfaced to the logged in Learners and notifications (e.g. email and SMS) are able to be managed and sent.
3.9	Front and Backend Development to support Notifications service Accessing results experience for students Notifications service (base functionality)	Learners can manage their notification preferences. Learners receive requested notifications. Events that will trigger a notification are accepted from existing and yet to be implemented sources (e.g. a result available for a learner will enable a notification to be sent)

The following are potential Solution Areas to be considered for completion during the first year, estimates are required for these:

4.	Information Architecture, Solution Design, Visual Design and Development – by June 2022
4.1	New Information Architecture completed for whole public site. Whole-site restructure
4.2	New Visual Design System - Completed Visual design update
4.3	Prioritised Student Services to include the following student experiences: Tracking progress experience for students Submissions experience for students Prep for exams/assessments experience for students Accessing records experience for students
4.4	Support submissions end to end workflow, to include landing page for Provider Portal. Will include: <ul style="list-style-type: none"> • Ability to access assessments directly within NZQA logged in areas • Submissions workflow (notifications and visibility etc.) Submissions experience for schools and markers
4.5	Manage school details to include: <ul style="list-style-type: none"> • Update details • Manage roles Improve school details management for schools

4.	Information Architecture, Solution Design, Visual Design and Development – by June 2022
4.5	<p>Ability to:</p> <ul style="list-style-type: none"> • Filter standards by availability at a provider • Show a list of providers where a certain standard is offered • Selection could be automatic if the user is logged in <p style="text-align: center;">Customise public standards information by school or provider</p>

Payment options are Capped, Time and Materials and Discounted, paid monthly on invoice. The successful vendor will need to provide weekly burn down reporting.

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used is weighted and all responses that meet a 65% score will be shortlisted and invited to present to the evaluation panel. The Quote with the highest score will be selected as the successful Respondent.

3.2 Pre-conditions

Each Quote must meet all these pre-conditions:

#	Pre-condition
1.	<p>Must be on AoG Web Services Panel and Digital Experience Professional Services Marketplace for the following services:</p> <ul style="list-style-type: none"> • Visual Design • User Insight • Content Design or Information Architecture • Front and Backend Development
2.	Named Project Resources must be located within Wellington and able to be co-located on Agency site for required delivery iterations.
3.	Two referees supplied where the vendor has implemented a similar scope of work for an organisation of similar scale and complexity, including work with an Indigenous Design Agency.
4.	Ability to produce project ‘burn-down’ financial report for governance purposes

3.3 Evaluation criteria

Quotes which meet all pre-conditions will be evaluated on their merits according to the following evaluation criteria and weightings.

Criterion	Weighting
1. Proposed solution (fit for purpose), does the respondent fully understand the requirements (as defined in section 2) and propose to deliver a fully aligned solution to NZQA's needs – Please submit your response.	25%
2. Capability of the Respondent to deliver - Has the respondent delivered similar projects of complexity and scale and can appropriate references be provided? Please provide evidence of the following behaviors when working with clients: <ul style="list-style-type: none"> • Flexibility and adaptability with working arrangements • Collaborative working relationships with clients and other subcontractors • Ability to manage perfectionism and pragmatism • Resolution of conflicts 	25%
3. Capacity of the Respondent to deliver - Does the respondent provide suitable named resources who will work on this project and are they guaranteed to be available for the timelines required?	40%
4. Can provide Indicative project pricing and financial governance dashboard	10%
Total weightings	100%

SECTION 4: Pricing information

4.1 Pricing information to be provided by Respondents

In submitting preferred project cost utilizing the Marketplace Channel pricing structure for each area of work, the Respondent is to:

- a. Provide a cost breakdown against each requirement/work area
- b. The pricing schedule must show a breakdown of all, fees, expenses and charges associated with the full delivery of the requirements, over the whole of the life of the contract. It must also clearly state the total contract price exclusive of GST.
- c. Where the price, or part of the price, is based on fixed fee rates, T+M or discounted rates, all costs must be specified clearly.
- d. In preparing their full response, Respondents are to consider all risks (see additional information in Section 5 below), contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision within the Quote and pricing information, to manage such risks and contingencies as they see them.
- e. Respondents are asked to give a confidence rating for their pricing information using a best-endeavours concept.
- f. Respondents are to document in their Quote all assumptions, dependencies, constraints and risk profile and qualifications made regarding the delivery of all Requirements, including within the

financial pricing information. Any assumption that the Buyer or a third party¹ will incur cost related to the delivery of the Requirements must be stated, and the cost estimated, if possible.

- g. Prices should be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.

SECTION 5: Our Proposed Contract

5.1 Proposed contract

The proposed contract will be a standard 'Statement of Work' under the AOG Marketplace Consulting - Professional Services Channel.

Please use the Marketplace Channel, Consultancy and Professional Services, 'Statement of Work' with your response and mark it, **Draft V 0.1**.

In submitting your response, you must let us know if you wish to question and/or negotiate any of the terms or conditions in Schedule 2 which is attached. This Schedule is NZQA's governance structure for business as usual business T+C's.

The Response Form contains a section for you to state your position regarding Schedule 2 and its terms. If you do not state your position you will be deemed to have accepted **all** terms and conditions in full.

Please therefore accept all Terms and Conditions within Schedule 2 unless you wish to propose changes for our consideration. These terms are directly linked to the delivery of services at NZQA and do not replace any other terms except those mutually agreed and where applicable.

Post completion of this secondary procurement process, NZQA shall, with its chosen partner, enter negotiations to complete the, 'Statement of Work' to its full and final completion.

Once a Supplier has been selected, NZQA will complete a 'Subscription of Services' notice.

NZQA will act in good faith at all times and will, in due collaboration with the successful supplier, assign appropriate SLA's and KPI;'s to the Contract deliverables where appropriate and in due course.

Appendix 1: Outcomes from Discovery Phase

1 Problems

Note: These are not in priority order

<p>1 The website(s) are visually dated and uninviting.</p> <p>Notes:</p> <ul style="list-style-type: none"> NCEA rebranding needs to be included Inconsistent visual experience between exams, logged in, public, documents, etc Very messy CSS in the backend depending on system and context. Visual design 'motifs' intended to reflect different audiences 	<p>2 'Logged-in' space for students is confusing.</p> <p>Notes:</p> <ul style="list-style-type: none"> Users need third party guides/websites to navigate the logged-in experience Functionality has been built up 'feature by feature' over time, not organised well. Difficult to meaningfully track progress Don't know what 'type' of student people are. 	<p>3 'Logged-in' functionality for students does a poor job of supporting key tasks.</p> <p>Notes:</p> <ul style="list-style-type: none"> Timely access to results and records Accessing timetables Preparing for exams Tracking progress (UE, VP, Qualification) Deciding what to study (school clashes, standard info difficult to comprehend, lack of subject-based overview) Poor technical integration with SMS systems Registration can be difficult Can't get in until you're enrolled (1 apr often) 	<p>4 Content is poorly organised and curated</p> <p>Notes:</p> <ul style="list-style-type: none"> Particularly when viewed from the perspective of individual audiences Many different editors adding in different ways Doesn't indicate different areas well logged in vs logged out Time-poor users struggle e.g. NCEA, Scholarship, and UE info Relationship betw Quals, Standards, 'micro' Quals Google is often faster than navigating Calls to contact center due to not finding content. Need to maintain transparency, e.g. marking reports. Often very similar content each time. In different versions. Archiving & legal requirements. Lots of dead and broken links 	<p>5 Search does not work well</p> <p>Notes:</p> <ul style="list-style-type: none"> SEO performance is inconsistent: has not been a focus. Site search is considered very poor.
<p>6 'Logged-in' space for schools is confusing and does a poor job of supporting required tasks.</p> <p>Notes:</p> <ul style="list-style-type: none"> No visibility of workflow, required tasks, dates, etc. Poor technical integration with SMS systems 	<p>7 'Logged-in' space for tertiary providers is confusing and does a poor job of supporting required tasks.</p> <p>Notes:</p> <ul style="list-style-type: none"> Only go in if they absolutely need to. Not seen as valuable. Primarily application space, not a resource Not well used, e.g. not using named contact person who is noted there Profile info not kept up to date No visibility of required tasks, workflow, etc. Lots of use of channels unconnected to system e.g. email. 	<p>8 Standards info is confusing & doesn't support users</p> <p>Notes:</p> <ul style="list-style-type: none"> Achievement and unit standards Current students looking for assessment detail Potential students looking for assessment detail Whānau looking to understand and support Teachers, schools, and providers looking for assessment detail 	<p>9 Content is not written and structured well</p> <p>Notes:</p> <ul style="list-style-type: none"> Particularly when viewed from the perspective of individual audiences No ability to tailor content for audience or 'sub audience', e.g. large tertiary provider vs a small one. Information locked up in PDFs and Word docs Content explaining NCEA, NZQF, and NZQA is baffling, even for teachers. Inconsistent content: 100 different writers Not clear who content is for Not clear if still relevant / up-to-date Time-poor users struggle Content is often written more for NZQA than for the audiences it is targeted at. 	<p>10 Parallel curriculums are poorly reflected</p> <p>Notes:</p> <ul style="list-style-type: none"> English and māori medium not reflected Overall structure of NZ curriculum & māori curriculum (Te Marautanga o Aotearoa) not reflected Sometimes content doesn't exist, sometimes just not findable
<p>11 Registering & logging in can be complex.</p> <p>Notes:</p> <ul style="list-style-type: none"> Involves many different logins and systems. Markers and contractors especially. 	<p>12 The website does not reflect NZQA's equity goals</p> <p>Notes:</p> <ul style="list-style-type: none"> Provide good information to 'challenge' the system, e.g. railroading into or out of subjects. Pasifika and Māori languages Structure of site needs to cater to audience requirements Handoffs to TKI and other sites for some content kauwhatareo site 	<p>13 Content is not accessible to all audiences equally</p> <p>Notes:</p> <ul style="list-style-type: none"> e.g. mobile, disabilities Offline usage is not catered Time-poor users struggle Reduce the complexity of language and structure of our content. Often written for NZQA rather than audience. 	<p>14 Does not provide a good experience across all devices & formats</p> <p>Notes:</p> <ul style="list-style-type: none"> Not responsive Information locked up in PDFs and Word docs Do we follow open data standards? 	<p>15 Whānau trying to understand & support are not well supported</p> <p>Notes:</p> <ul style="list-style-type: none"> NCEA, NZQF, and most other areas
<p>15 Whānau trying to understand & support are not well supported</p> <p>Notes:</p> <ul style="list-style-type: none"> NCEA, NZQF, and most other areas 	<p>16 Website does not play well with other sector sites / resources</p> <p>Notes:</p> <ul style="list-style-type: none"> E.g. careers to NZQA is a 'cold' handover' Not well defined who does what Do we follow open data standards Little integration has been done 	<p>17 Website is not reliable for users</p> <p>Notes:</p> <ul style="list-style-type: none"> E.g. down for eQA releases & patches Not highly available 	<p>18 International students are not well catered for</p> <p>Notes:</p> <ul style="list-style-type: none"> No framework or standards around which information should be provided, what should be translated. Interaction with immigration NZ? Missing content? 	<p>19 Users (e.g. providers, students) are not notified of changes, requirements, etc</p> <p>Notes:</p> <ul style="list-style-type: none"> Often new information is only passively provided. Some hesitance around contacting students in particular, despite students asking for it. Don't know what 'type' of student people are.

Note: These are not in priority order

<p>1 Modernise and improve the visual design of the site (logged-in and public).</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>2 Improve the experience of navigating the public site, for each of its audiences.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Including for staff 	<p>3 Improve the logged-in experience for students, making key activities easier and more efficient.</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>4 Improve the way information about unit standards is provided, improving the experience for all audiences.</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>5 Improve the logged-in experience for schools, making key activities easier and more efficient.</p> <p>Notes:</p> <ul style="list-style-type: none"> •
<p>6 Improve the logged-in experience for tertiary providers, making key activities easier and more efficient.</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>7 Improve the way info about qualifications and NZQF is provided, improving the experience for all audiences.</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>8 Improve the way information about achievement standards is provided, improving the experience for all audiences.</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>9 Improve the way information about NCEA is provided, improving the experience for all audiences.</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>10 Improve handshaking & co-operation across sector</p> <p>Notes:</p> <ul style="list-style-type: none"> • e.g. Warm handover from Careers • Be clear about who does what, who provides what. • Coordinate with different agencies and organisations to provide a good experience.
<p>11 Build reliability and trust</p> <p>Notes:</p> <ul style="list-style-type: none"> • Single source of truth, and confidence in that information 	<p>12 Ensure we build a sustainable site, for the long term</p> <p>Notes:</p> <ul style="list-style-type: none"> • Information stewardship & governance • Stay out of the mess we're currently in • Editing workflow and management • Consistency of writing and editing 	<p>13 Reflect NZQA's equity goals</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>14 Rework our communication style and standards</p> <p>Notes:</p> <ul style="list-style-type: none"> • Modern public service style • Current style is very wordy 	<p>15 No duplication of data between agencies. Be the 'single space' or starting point.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Pull data from other sources into NZQA • Provide data to other sources from NZQA
<p>16 Improve the experience for staff as users and 'owners' of the site</p> <p>Notes:</p> <ul style="list-style-type: none"> • Make the site something to be proud of. • Relates to the sustainability of the content also. • Consider where content 'for staff' currently on the website should end up (e.g. on intranet). • Some public content is also relevant for staff. 	<p>17 Users should be able to succeed in their task 'first time'.</p> <p>Notes:</p> <ul style="list-style-type: none"> • 	<p>18 Ensure users get the information and prompts they need at the right times</p> <p>Notes:</p> <ul style="list-style-type: none"> • 'Just in time' content, • Notifications • Dashboards which expose key tasks and information. 		

Note: These are not in priority order

Key Audiences

- Secondary
- Mixed secondary/tertiary students
- Tertiary
- Māori
- Pasifika
- International
- Pacific realm nations
- Whānau

1	A secondary student trying to decide what to study	2	A student wanting to understand Te Marautanga o Aotearoa and the NZ Curriculum	3	Whānau wanting to understand NCEA, a qual, standard, or subject	4	A student submitting an assessment for external marking	5	An employer trying to understand NCEA or a tertiary qualification
	Considerations: <ul style="list-style-type: none"> what is available at my school? vocational pathway(s) university requirements Sharing / talking with friends & whānau (e.g. blogs) Note: involves other sites, e.g. Careers NZ curriculum and Te Marautanga o Aotearoa Field Māori standards and qualifications 		Considerations: <ul style="list-style-type: none"> How do they interact? Can I study from both? How do my selections impact qualifications and careers? 		Considerations: <ul style="list-style-type: none"> 		Considerations: <ul style="list-style-type: none"> Only relevant to secondary 		Considerations: <ul style="list-style-type: none">
6	A student trying to decide what to study	7	A student trying to understand what they need to do and when	8	A student wanting to see their credit summary	9	A student preparing for an assessment	10	An employer trying to verify a qualification
	Considerations: <ul style="list-style-type: none"> A tertiary student, or potential tertiary student vocational pathway? Flow on from school what is offered at a training provider / who offers this training what do I need for my work / career? 		Considerations: <ul style="list-style-type: none"> Email / text reminders Timetable Workflow 		Considerations: <ul style="list-style-type: none"> 		Considerations: <ul style="list-style-type: none"> Only relevant to secondary 		Considerations: <ul style="list-style-type: none">
11	A student trying to access their results	12	A student wanting to access their record of achievement	13	A secondary student preparing for exams	14	A student wanting to have a result reconsidered	15	A student wanting to track their progress
	Considerations: <ul style="list-style-type: none"> 		Considerations: <ul style="list-style-type: none"> 		Considerations: <ul style="list-style-type: none"> Only relevant to secondary Timetable NCEA Online prep 		Considerations: <ul style="list-style-type: none"> 		Considerations: <ul style="list-style-type: none"> Toward a qualification / NCEA / Vocational Pathway
16	A student trying to understand NCEA	17	A potential immigrant wanting to work in NZ	18	A student sitting an exam.	19	A student who would like a derived grade	20	NZ Student planning to study overseas
	Considerations: <ul style="list-style-type: none"> All students will need to at some point. May be part of deciding what to study. International students Cook Islands, Niue and Tokelau 		Considerations: <ul style="list-style-type: none"> Needs qualification assessed 		Considerations: <ul style="list-style-type: none"> Only relevant to secondary 		Considerations: <ul style="list-style-type: none"> E.g. if they have hardship of some kind, or are representing NZ overseas, bereavement Can pre-apply 		Considerations: <ul style="list-style-type: none"> Assess intended qualification
21	A student (or whānau) looking for information about SAC	22	A student who has a complaint about their education experience	23	Someone wanting info about or released by NZQA	24	A student trying to decide where to study	25	A student wanting to order documentation (e.g. certificates).
	Considerations: <ul style="list-style-type: none"> 		Considerations: <ul style="list-style-type: none"> Give guidance and explain what they should do. Complaining about: <ul style="list-style-type: none"> Provider NZQA Secondary students 		Considerations: <ul style="list-style-type: none"> 		Considerations: <ul style="list-style-type: none"> 		Considerations: <ul style="list-style-type: none"> Requires payment

Note: These are not in priority order

Key Audiences

Education Act

- Tertiary providers:
Universities,
Polytechnics, Māori
providers, Wānanga,
ITOs
- Sector bodies/entities:
MoE, TEC, ERO, Teaching
Council, Immigration,
Universities NZ,
Education NZ, etc
- Advisory bodies:
SQAG, MMSQAG, TOGA,
Nga Kaituhono,
Taupulega
- International
Equivalents to NZQA
(NEIC)
- Iwi
- Pacific Community
- Secondary schools
- Teachers
- Tutors
- Markers
- Exam staff
- Principal
- Principal's
nominees (PN)

<p>1 Provider setting up subjects & standards being offered</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>2 A provider setting up a new qualification or micro credential</p> <p>Considerations:</p> <ul style="list-style-type: none"> • Field Māori qualifications (additional process) • Lack of integration causes delays and problems • 	<p>3 Providing organisational reporting into NZQA.</p> <p>Considerations:</p> <ul style="list-style-type: none"> • Quite different between secondary and tertiary • 	<p>4 A provider or teacher looking for advice, tips or PLD to help them complete an unfamiliar process.</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>5 A school managing SACs</p> <p>Considerations:</p> <ul style="list-style-type: none"> •
<p>6 A school enrolling secondary students for exams.</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>7 A marker providing externally assessed marks.</p> <p>Considerations:</p> <ul style="list-style-type: none"> • Login experience is especially bad 	<p>8 A provider trying to understand what is required, and when.</p> <p>Considerations:</p> <ul style="list-style-type: none"> • Expose status of workflow items • 	<p>9 School providing internally-assessed marks.</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>10 A school accessing review documents</p> <p>Considerations:</p> <ul style="list-style-type: none"> •
<p>11 A PN managing submissions for their students</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>12 A provider looking for regulatory or best practice guidance</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>13 A sector body wanting information about quals or providers</p> <p>Considerations:</p> <ul style="list-style-type: none"> • Currently communication is very sporadic / informal • Lack of integration causes delays and problems 	<p>14 A teacher putting together a course</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>15 A provider looking for information about micro-credentials</p> <p>Considerations:</p> <ul style="list-style-type: none"> •
<p>16 A provider gaining or updating their consent to assess</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>17 A school looking to offer NCEA Online</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>18 A school accessing reports and stats about their students</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>19 A school updating its SMS with updated NZQA data (e.g. externals)</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>20 A tertiary moderator reviewing assessment materials</p> <p>Considerations:</p> <ul style="list-style-type: none"> •
<p>21 A university wanting to confirm UE for a student</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>22 A NZQA contractor wanting training and resources</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>23 A teacher trying to understand and teach NCEA</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	<p>24 A provider updating their organisational details</p> <p>Considerations:</p> <ul style="list-style-type: none"> • 	

Note: These are not in priority order

S	L	Public NCEA information	P	1
rework / restructure				
Elements (what's involved)				
<ul style="list-style-type: none"> Restructure NCEA standards information (a more cohesive structure for users, fit for the audience) <ul style="list-style-type: none"> May need to change or extend data structure in eQA Pull data out of PDF/Word docs Easier access to exams, exemplars, etc Provide API access to data to others Allow filtering and sorting: Subject, Level, VP, etc Integrate Vocational Pathways information Need to accommodate English and Māori medium, both curriculums, both languages. Rewrite / rework 'Understanding NCEA' content. Investigate using data from other sources: E.g. MoE, Careers Show what is available as a digital assessment. Architecture review across different sites (e.g. MoE NCEA site). 				
Options & decisions				
<ol style="list-style-type: none"> Which information, specifically, does NZQA needs to host (and when)? Which data, if any, do we pull in from other sources? Where / how is this content provided to users? <ol style="list-style-type: none"> Section of site e.g. www.nzqa.govt.nz/ncea Subsite of site e.g. ncea.nzqa.govt.nz Separate site e.g. www.ncea.govt.nz 				
Impacted systems				
<ul style="list-style-type: none"> eQA careers NZ Youth guarantee CMS / Silverstripe 				
Problems 1, 4, 5, 8 , 9, 10, 12, 13, 14, 15 , 16				
Goals 1, 2, 8 , 9 , 10, 11, 12, 13, 14, 15, 16, 17				
Student Exp 1, 2, 3 , 5 , 9 , 13 , 16 , 14				
Provider Exp 1, 14 , 22				

S	M	Vocational Pathways information	P	3
rework / restructure				
Elements (what's involved)				
<ul style="list-style-type: none"> Rewrite / rework 'Understanding VP' information. <ul style="list-style-type: none"> Improve explanation of how VP's work (NCEA, Sector standards, Level 2, Literacy, Numeracy). Integrate VP information into NCEA/NZQF standards information <ul style="list-style-type: none"> Allow filtering by VP Add VP details to standards info 				
Options & decisions				
<ol style="list-style-type: none"> 				
Impacted systems				
<ul style="list-style-type: none"> eQA CMS / Silverstripe 				
Problems 4, 5, 8 , 9, 10, 12, 13, 15 , 16				
Goals 2, 4 , 7 , 8 , 9 , 10 , 11, 12, 13, 14, 15, 16, 17				
Student Exp 1, 2, 3 , 5 , 6 , 16				
Provider Exp 1, 2, 13, 14 , 23				

S	XL/L	Whole-site restructure	P	1a
Elements (what's involved)				
<ul style="list-style-type: none"> Content audit: Create a functional list / model of what content is currently there, to help guide decision making. Create new site structure: Navigation, content model, etc Structure content to allow for different audiences to be catered for. 				
Options & decisions				
<ol style="list-style-type: none"> How 'deep' should the restructure go? <ol style="list-style-type: none"> Top-levels only (Size L): Most content is migrated in it's current structure, but under new top-level sections. Site and content restructure (Size XL): Restructure the site properly, down the structure of different types of pages. Should certain sections be done earlier than others? <ul style="list-style-type: none"> Note: Requires 1a at minimum. 				
Impacted systems				
<ul style="list-style-type: none"> CMS / Silverstripe 				
Problems 4 , 5 , 8 , 9 , 10, 12, 13 , 14, 15, 16, 17, 18				
Goals 2 , 4, 7, 8, 9, 10, 11, 12 , 13, 14 , 15, 16 , 17				
Student Exp 1, 2, 3, 5, 6, 9, 13, 16, 17, 20, 21, 22, 23, 24				
Provider Exp 1, 2, 4, 12, 13, 14, 15, 22, 23				

S	XL	Content & Communication Strategy	P	1a
Elements (what's involved)				
<ul style="list-style-type: none"> Create / update content strategy. Create communication guidelines, tone of voice, written brand Strategy for language Strategy for world view, e.g. te ao māori Work out which agencies own what information, and where it's stored Governance models: Who is creating and approving content. Content sustainability Glossaries, e.g. curriculum language 				
Options & decisions				
<ol style="list-style-type: none"> 				
Impacted systems				
<ul style="list-style-type: none"> CMS / Silverstripe Document product systems 				
Problems 2, 4 , 5, 6, 7, 8, 9 , 12 , 13 , 15 , 16, 18 , 19				
Goals 1, 2 , 3, 4 , 5 , 6 , 7 , 8 , 9 , 10, 11, 12, 13 , 14 , 15, 17, 18				
Student Exp 1 , 2 , 3 , 5 , 6 , 7 , 9, 10, 13 , 16 , 17 , 18, 20 , 21 , 22, 23 , 24				
Provider Exp 2, 4, 8, 10, 12, 13, 14, 15, 17, 22, 23				

Note: These are not in priority order

S	S	Notifications service (base functionality)	P	1
Elements (what's involved)				
<ul style="list-style-type: none"> The work to set up a notifications service, capable of sending email and text messages. For each solution that wants to use the service (e.g. Send a notification to students when a result is available) some additional work will be required to set up that functionality. 				
Options & decisions				
<ol style="list-style-type: none"> 				
Impacted systems				
<ul style="list-style-type: none"> eQA 				
Problems 2, 3 , 6 , 7 , 14, 17, 19				
Goals 3 , 5 , 6 , 10, 14 , 16, 18				
Student Exp 4, 7 , 11 , 13, 15, 19, 22				
Provider Exp 3, 8 , 11, 16, 24				

S	L	Public NZQF information	P	3
rework / restructure				
Elements (what's involved)				
<ul style="list-style-type: none"> Restructure NZQF qualifications and standards information (a more cohesive structure for users) <ul style="list-style-type: none"> Change structure in eQA? <ul style="list-style-type: none"> Pull data out of PDF/Word docs Allow filtering and sorting: Subject, Level, qualifications, VP, etc? Integrate Vocational Pathways Add Matāuranga Māori indication Accomodate english and te reo Rewrite / rework 'Understanding NZQF' information. <ul style="list-style-type: none"> Assuming this lives with the standards Provide API access to data to others Investigate using data from other sources: E.g. MoE, Careers Architecture review across different sites (e.g. MoE NCEA site). 				
Options & decisions				
<ol style="list-style-type: none"> 				
Impacted systems				
<ul style="list-style-type: none"> eQA CMS / Silverstripe 				
Problems 4, 5, 8 , 9, 10, 12, 13, 14, 15 , 16, 18				
Goals 2, 4 , 7 , 10, 11, 12, 13, 14, 15, 16, 17				
Student Exp 1, 2, 3 , 5 , 6 , 9 , 17 , 20, 24				
Provider Exp 1, 2 , 13, 14 , 15				

S	S	Māori content	P	2
rework / restructure				
Elements (what's involved)				
<ul style="list-style-type: none"> Restructure content to better cater to audiences (providers, teachers/tutors, students, whānau) Integrate content better within standards information, within other site content, and within site structure and priorities. Ability to have content in te reo māori. <ul style="list-style-type: none"> Sometimes translated, sometimes only in one language. E.g. Te Matauranga o Aotearoa standards only in te reo. 				
Options & decisions				
<ol style="list-style-type: none"> 				
Impacted systems				
<ul style="list-style-type: none"> eQA CMS / Silverstripe 				
Problems 4, 8, 9, 10 , 12 , 13, 15				
Goals 2, 4, 7, 8, 9, 11, 12, 13 , 14, 16				
Student Exp 1, 2 , 3, 6, 16, 21, 7, 24				
Provider Exp 1, 2 , 4, 12, 13, 14, 23				

S	S	Pasifika content	P	2
rework / restructure				
Elements (what's involved)				
<ul style="list-style-type: none"> Restructure content to better cater to audiences (providers, teachers/tutors, students, family) Integrate content better within other site content, and within site structure and priorities. Ability to have content in pasifika languages. <ul style="list-style-type: none"> Sometimes translated, sometimes only in one language. 				
Options & decisions				
<ol style="list-style-type: none"> 				
Impacted systems				
<ul style="list-style-type: none"> eQA CMS / Silverstripe 				
Problems 4, 8, 9, 12 , 13, 15				
Goals 2, 4, 7, 8, 9, 12, 13 , 14, 16				
Student Exp 1, 2 , 3, 6, 16, 21				
Provider Exp 1, 2 , 4, 12, 13, 14, 23				

S	XL	Visual design update	P	1
Elements (what's involved)				
<ul style="list-style-type: none"> Redesign the 'look and feel' of the site as a whole, reinterpreting the brand for the web Imagery NCEA brand refresh will likely need to factor into this Decide how to manage current 'cultural motifs' 				
Options & decisions				
<ol style="list-style-type: none"> Scale of this task depends on some other options. <ol style="list-style-type: none"> New NCEA site? New NCEA subsite? Whole-site restructure level Align public and logged-in? 				
Impacted systems				
<ul style="list-style-type: none"> CMS / Silverstripe 				
Problems 1, 2, 6, 7, 8, 12, 13, 14				
Goals 1 , 2 , 3, 5, 6, 11, 13, 14, 16, 17 , 18				
Student Exp Potentially all				
Provider Exp Potentially all				

S	XL	Technical debt & upgrades	P	1a
Elements (what's involved)				
<ul style="list-style-type: none"> The nature and scale of this is still being decided. For Feb 22 this would need to be a tailored subset of this work. 				
Options & decisions				
<ol style="list-style-type: none"> 				
Impacted systems				
<ul style="list-style-type: none"> 				
Problems 1, 5, 11, 14, 16, 17				
Goals 1, 10, 11 , 12 , 15, 16				
Student Exp None specifically, potentially all indirectly.				
Provider Exp None specifically, potentially all indirectly.				

Note: These are not in priority order

S M	Personalised public standards info by logged-in user	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Filter standards by: <ul style="list-style-type: none"> enrollment/registration upcoming assessment completed vocational pathway preference When viewing a standard, show enrolment, upcoming assessment, etc <p>Options & decisions</p> <ol style="list-style-type: none"> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 5, 8, 10, 12, 16,</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 4, 7, 8, 9, 11, 17, 18,</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 6, 16</td> </tr> <tr> <td>Provider Exp</td> <td>None – N/A</td> </tr> </table>			Problems	1, 2, 3 , 4 , 5, 8, 10, 12, 16,	Goals	1, 2 , 3, 4 , 7 , 8 , 9, 11, 17, 18,	Student Exp	1 , 2, 6 , 16	Provider Exp	None – N/A
Problems	1, 2, 3 , 4 , 5, 8, 10, 12, 16,									
Goals	1, 2 , 3, 4 , 7 , 8 , 9, 11, 17, 18,									
Student Exp	1 , 2, 6 , 16									
Provider Exp	None – N/A									

S L	Personalised subject/standard selection experience for students	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Allow students to select standards and add them to a 'wishlist' / 'cart', when deciding what to study. Allow standards selection to be shared: <ul style="list-style-type: none"> With school / provider With others Store selected standards against profile Ability to select standards based on selected Vocational Pathway (e.g. show running 'total' of effects as they are selected). <p>Options & decisions</p> <ol style="list-style-type: none"> Schools / providers integration level: <ol style="list-style-type: none"> No integration (manual export and send of list only) View student selections within system Conduct workflow tasks (manage exceptions etc) Is a non-logged-in version useful? Allow sharing with others, beyond school? <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19</td> </tr> <tr> <td>Goals</td> <td>2, 3, 4, 5, 8, 9, 10, 16, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 3, 6, 16, 24</td> </tr> <tr> <td>Provider Exp</td> <td>1</td> </tr> </table>			Problems	1, 2 , 3 , 4, 5, 8 , 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19	Goals	2, 3 , 4 , 5, 8 , 9, 10, 16, 17, 18	Student Exp	1 , 2, 3, 6 , 16, 24	Provider Exp	1
Problems	1, 2 , 3 , 4, 5, 8 , 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19									
Goals	2, 3 , 4 , 5, 8 , 9, 10, 16, 17, 18									
Student Exp	1 , 2, 3, 6 , 16, 24									
Provider Exp	1									

S S	Customise public standards info by school or provider	P 2								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Filter standards by availability at a provider Show a list of providers where a certain standard is offered <p>Options & decisions</p> <ol style="list-style-type: none"> Provider selection could be automatic if the user is logged in (extended functionality) <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 5, 8, 9, 10, 13, 14, 15, 16, 18</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 3, 6, 13, 16, 24</td> </tr> <tr> <td>Provider Exp</td> <td>1</td> </tr> </table>			Problems	1, 4, 5, 8, 9, 10, 13, 14, 15, 16, 18	Goals	1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 17, 18	Student Exp	1 , 2, 3 , 6 , 13, 16, 24	Provider Exp	1
Problems	1, 4, 5, 8, 9, 10, 13, 14, 15, 16, 18									
Goals	1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 17, 18									
Student Exp	1 , 2, 3 , 6 , 13, 16, 24									
Provider Exp	1									

Note: These are not in priority order

S XL	P 1								
Learner space re-structure / re-design									
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Note: New functionality is covered in separate cards, this card just covers the overarching structure and design. Rework the way a learner's logged-in area is organised and presented Improve learner's ability to find and access the information and functionality of the logged-in space. Create an extensible structure which allows future functionality to be added without confusion. Exposing key 'dashboard' tasks and information. Workflow status etc. What's coming up, what can i do. Align visual design to public site <p>Options & decisions</p> <ol style="list-style-type: none"> How is the logged-in experience presented? <ol style="list-style-type: none"> Section within public site (like present) Separate area (like 'online banking') Where/how is the logged-in hosted? <ol style="list-style-type: none"> Separate system from public (like present) Part of CMS system <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 8, 13, 14, 19</td> </tr> <tr> <td>Goals</td> <td>3, 5, 6, 7, 8, 9, 10, 17</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 19, 22, 25</td> </tr> <tr> <td>Provider Exp</td> <td>11, 19</td> </tr> </table>		Problems	1, 2, 3, 4, 8, 13, 14, 19	Goals	3, 5, 6, 7, 8, 9, 10, 17	Student Exp	1, 2, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 19, 22, 25	Provider Exp	11, 19
Problems	1, 2, 3, 4, 8, 13, 14, 19								
Goals	3, 5, 6, 7, 8, 9, 10, 17								
Student Exp	1, 2, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 19, 22, 25								
Provider Exp	11, 19								

S L	P 3								
Tracking progress experience for students									
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> See how I'm tracking towards vocational pathways See how I'm tracking towards NCEA levels <ul style="list-style-type: none"> Literacy and numeracy Tracking towards UE See how I'm tracking towards an NZQF qualification Prompt for "you're close to achieving X" "You're this many credits away". Lag between SMS & system <p>Options & decisions</p> <ol style="list-style-type: none"> Integration to SMS? <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>7, 8, 9, 11, 12, 13, 15, 16, 20, 24</td> </tr> <tr> <td>Provider Exp</td> <td>1, 6, 7, 8, 9, 11, 18, 19</td> </tr> </table>		Problems	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19	Goals	1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18	Student Exp	7, 8, 9, 11, 12, 13, 15, 16, 20, 24	Provider Exp	1, 6, 7, 8, 9, 11, 18, 19
Problems	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19								
Goals	1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18								
Student Exp	7, 8, 9, 11, 12, 13, 15, 16, 20, 24								
Provider Exp	1, 6, 7, 8, 9, 11, 18, 19								

S M	P 1								
Improve accessing results experience for students									
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Easier access to my external assessment results Includes looking at how students know results are available Scanned copies of paper results & digital scripts Access to the reviews and reconsiderations experience Easier access to wellbeing information, incl "what do i do if..." Notifications of results (requires base functionality) <p>Options & decisions</p> <ol style="list-style-type: none"> Could we push the actual result out to them? <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 4, 5, 7, 8, 9, 11, 14, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>8, 11, 12, 14, 15, 16, 25</td> </tr> <tr> <td>Provider Exp</td> <td>11, 19, 8, 9, 7, 21</td> </tr> </table>		Problems	1, 2, 3, 4, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19	Goals	1, 2, 3, 4, 5, 7, 8, 9, 11, 14, 15, 17, 18	Student Exp	8, 11, 12, 14, 15, 16, 25	Provider Exp	11, 19, 8, 9, 7, 21
Problems	1, 2, 3, 4, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19								
Goals	1, 2, 3, 4, 5, 7, 8, 9, 11, 14, 15, 17, 18								
Student Exp	8, 11, 12, 14, 15, 16, 25								
Provider Exp	11, 19, 8, 9, 7, 21								

S L	P 3								
Submissions experience for students									
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Prompts for required submissions Submit assessments directly within NZQA logged-in area Can still upload if standard not added by school yet Status of uploaded submissions Results and reconsiderations <p>Options & decisions</p> <ol style="list-style-type: none"> How much provider / marker functionality is built at the same time? <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 3, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>4, 7, 9, 11, 14, 19</td> </tr> <tr> <td>Provider Exp</td> <td>11</td> </tr> </table>		Problems	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19	Goals	1, 3, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18	Student Exp	4, 7, 9, 11, 14, 19	Provider Exp	11
Problems	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19								
Goals	1, 3, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18								
Student Exp	4, 7, 9, 11, 14, 19								
Provider Exp	11								

S L	P 3								
Prep for exams/assessments experience for students									
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Easier, personalised access to resources (exemplars (digital and paper), exams) for the standard I have exams / assessments for Easier access to my exam/assessment schedule Easier access to exam admission slip Easier access to wellbeing information Easier access to the exam itself Information about 'how' to sit exams: What can i bring, how to record submissions, how to study, stimulus mats <p>Options & decisions</p> <ol style="list-style-type: none"> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>4, 7, 9, 13, 15, 18, 19, 20</td> </tr> <tr> <td>Provider Exp</td> <td>6, 8</td> </tr> </table>		Problems	1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19	Goals	1, 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18	Student Exp	4, 7, 9, 13, 15, 18, 19, 20	Provider Exp	6, 8
Problems	1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19								
Goals	1, 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18								
Student Exp	4, 7, 9, 13, 15, 18, 19, 20								
Provider Exp	6, 8								

S L	P 3								
Accessing records experience for students									
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Easier access to my RoA, credit summary, endorsements, qualifications, documents <p>Options & decisions</p> <ol style="list-style-type: none"> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 5, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>8, 11, 12, 14, 15, 16, 20, 25</td> </tr> <tr> <td>Provider Exp</td> <td>1, 5, 6, 7, 8, 9, 11, 19, 21</td> </tr> </table>		Problems	1, 2, 3, 4, 5, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19	Goals	1, 2, 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18	Student Exp	8, 11, 12, 14, 15, 16, 20, 25	Provider Exp	1, 5, 6, 7, 8, 9, 11, 19, 21
Problems	1, 2, 3, 4, 5, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19								
Goals	1, 2, 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18								
Student Exp	8, 11, 12, 14, 15, 16, 20, 25								
Provider Exp	1, 5, 6, 7, 8, 9, 11, 19, 21								

Note: These are not in priority order

S XL	Improve workflow management & visibility and compliance activity, e.g. PNs	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Relevant dates, tasks, etc quickly available Workflow status News Notifications (requires base functionality) Personalised to specific institution Compliance activities: <ul style="list-style-type: none"> e.g. Attestations Access to reports and statistics Access to moderation outcomes <p>Options & decisions</p> <p>1.</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 5, 6, 9, 13, 14, 16, 17, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 6, 9, 10, 11, 12, 15, 16, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>8</td> </tr> <tr> <td>Provider Exp</td> <td>1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 14, 16, 17, 18, 19</td> </tr> </table>			Problems	1, 4 , 5 , 6 , 9, 13, 14, 16, 17, 18, 19	Goals	1, 2, 6 , 9 , 10 , 11, 12, 15, 16 , 17 , 18	Student Exp	8	Provider Exp	1, 2, 3 , 4 , 5 , 6 , 8, 9, 10, 11, 12, 14, 16, 17, 18 , 19
Problems	1, 4 , 5 , 6 , 9, 13, 14, 16, 17, 18, 19									
Goals	1, 2, 6 , 9 , 10 , 11, 12, 15, 16 , 17 , 18									
Student Exp	8									
Provider Exp	1, 2, 3 , 4 , 5 , 6 , 8, 9, 10, 11, 12, 14, 16, 17, 18 , 19									

S L	Improving student management experience for schools	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Registration of students with school / institution Registration of students for entries (standards, qualifications) <p>Options & decisions</p> <p>1. Integrate with SMS system(s)? This is apparently underway in some form already.</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 5, 6, 8, 9, 10, 11, 13, 14, 16, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>4, 7, 8, 11, 12, 13, 15, 19, 18</td> </tr> <tr> <td>Provider Exp</td> <td>6, 5, 11, 9, 19</td> </tr> </table>			Problems	1, 4, 5, 6, 8, 9, 10, 11, 13, 14, 16 , 18, 19	Goals	1 , 2, 3 , 5 , 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18	Student Exp	4 , 7, 8 , 11 , 12 , 13, 15 , 19 , 18	Provider Exp	6 , 5, 11, 9, 19
Problems	1, 4, 5, 6, 8, 9, 10, 11, 13, 14, 16 , 18, 19									
Goals	1 , 2, 3 , 5 , 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18									
Student Exp	4 , 7, 8 , 11 , 12 , 13, 15 , 19 , 18									
Provider Exp	6 , 5, 11, 9, 19									

S L	Results provision experience for schools	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Experience for providing internal marks (externals are provided to NZQA direct from markers) Access to moderation outcomes <p>Options & decisions</p> <p>1. Integrate with SMS system(s)? Apparently this is already underway to some extent.</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>4, 5, 6, 9, 13, 14, 16, 17, 19</td> </tr> <tr> <td>Goals</td> <td>1, 5, 8, 9, 11, 12, 13, 14, 16, 17</td> </tr> <tr> <td>Student Exp</td> <td>8, 11, 12, 15, 19</td> </tr> <tr> <td>Provider Exp</td> <td>3, 7, 9, 11, 18, 19</td> </tr> </table>			Problems	4, 5, 6 , 9, 13, 14, 16, 17, 19	Goals	1, 5 , 8 , 9, 11 , 12, 13, 14 , 16, 17	Student Exp	8 , 11 , 12 , 15, 19	Provider Exp	3, 7, 9, 11, 18, 19
Problems	4, 5, 6 , 9, 13, 14, 16, 17, 19									
Goals	1, 5 , 8 , 9, 11 , 12, 13, 14 , 16, 17									
Student Exp	8 , 11 , 12 , 15, 19									
Provider Exp	3, 7, 9, 11, 18, 19									

S M	Simplify registration and login experience for markers	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Marker login experience is currently confusing enough to require a decision tree to navigate. Improve submissions experience (separate card) Streamlined means to get to the right place <p>Options & decisions</p> <p>1. Implement SSO where possible.</p> <p>2. Can we use ESL for any other logins? Can we pass credentials between systems?</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 11, 13, 14, 16, 17, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 5, 8, 9, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>11, 14</td> </tr> <tr> <td>Provider Exp</td> <td>7, 22</td> </tr> </table>			Problems	1, 4 , 11 , 13, 14, 16, 17, 19	Goals	1, 2, 5, 8, 9, 17, 18	Student Exp	11, 14	Provider Exp	7, 22
Problems	1, 4 , 11 , 13, 14, 16, 17, 19									
Goals	1, 2, 5, 8, 9, 17, 18									
Student Exp	11, 14									
Provider Exp	7, 22									

S L	Submissions experience for schools and markers	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Access assessments directly within NZQA logged-in area Submissions workflow (notifications etc) Can still upload if standard not added by school yet Status of submissions visible, across students <p>Options & decisions</p> <p>1. How much student functionality is built at the same time</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>4, 5, 6, 9, 11, 12, 13, 14, 16, 17, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 5, 9, 11, 12, 13, 14, 15, 16, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>4, 14, 15, 19</td> </tr> <tr> <td>Provider Exp</td> <td>11</td> </tr> </table>			Problems	4 , 5, 6 , 9, 11, 12, 13, 14, 16 , 17, 19	Goals	1, 2, 3 , 5 , 9, 11, 12, 13 , 14 , 15, 16 , 17 , 18	Student Exp	4 , 14, 15, 19	Provider Exp	11
Problems	4 , 5, 6 , 9, 11, 12, 13, 14, 16 , 17, 19									
Goals	1, 2, 3 , 5 , 9, 11, 12, 13 , 14 , 15, 16 , 17 , 18									
Student Exp	4 , 14, 15, 19									
Provider Exp	11									

S S	Improve school details management for schools	P 2								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Update details Manage roles: <ul style="list-style-type: none"> Senco PN Contact <p>Options & decisions</p> <p>1.</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 6, 9, 13, 14, 16, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 5, 10, 7, 9, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>None - N/A</td> </tr> <tr> <td>Provider Exp</td> <td>3, 5, 24</td> </tr> </table>			Problems	1, 4 , 6 , 9, 13, 14, 16, 19	Goals	1 , 2 , 5 , 10, 7, 9, 15, 17 , 18	Student Exp	None - N/A	Provider Exp	3, 5, 24
Problems	1, 4 , 6 , 9, 13, 14, 16, 19									
Goals	1 , 2 , 5 , 10, 7, 9, 15, 17 , 18									
Student Exp	None - N/A									
Provider Exp	3, 5, 24									

S M	Provide ability to register / manage ad-hoc involvement	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Information requirements vary depending E.g.: Digital practice exams: <ul style="list-style-type: none"> Teachers Timetables At minimum: <ul style="list-style-type: none"> Yes, interested Contact person Secure storage for credentials, documents etc related to trials and ad-hoc experiences <p>Options & decisions</p> <p>1.</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 5, 6, 9, 11, 12, 13, 14, 16, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 5, 9, 11, 12, 13, 14, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>4, 13, 18</td> </tr> <tr> <td>Provider Exp</td> <td>3, 4, 10, 12</td> </tr> </table>			Problems	1, 4 , 5, 6 , 9 , 11 , 12, 13, 14, 16, 19	Goals	1 , 2, 3 , 5 , 9, 11, 12, 13, 14, 17, 18	Student Exp	4, 13 , 18	Provider Exp	3, 4, 10, 12
Problems	1, 4 , 5, 6 , 9 , 11 , 12, 13, 14, 16, 19									
Goals	1 , 2, 3 , 5 , 9, 11, 12, 13, 14, 17, 18									
Student Exp	4, 13 , 18									
Provider Exp	3, 4, 10, 12									

S L	Improve application experience for schools	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Applying to be a signatory under code of pastoral care: Have international students. Might involve documents Extension of consent Expose workflow status to users SACs Derived grades Status application, become a: Exam center, Kura, <p>Options & decisions</p> <p>1.</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA Workflow systems (like D365) CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 5, 6, 9, 12, 13, 14, 16, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 7, 10, 11, 12, 13, 14, 16, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>4, 19</td> </tr> <tr> <td>Provider Exp</td> <td>1, 2, 5, 6, 8, 14, 16</td> </tr> </table>			Problems	1, 4 , 5, 6 , 9 , 12, 13, 14, 16, 18, 19	Goals	1, 2, 7, 10 , 11, 12, 13 , 14, 16 , 17 , 18	Student Exp	4, 19	Provider Exp	1, 2, 5 , 6, 8 , 14, 16
Problems	1, 4 , 5, 6 , 9 , 12, 13, 14, 16, 18, 19									
Goals	1, 2, 7, 10 , 11, 12, 13 , 14, 16 , 17 , 18									
Student Exp	4, 19									
Provider Exp	1, 2, 5 , 6, 8 , 14, 16									

S M	Improve experience for contractors	P 3								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Key issue: access to secure resources E.g. <ul style="list-style-type: none"> Exam center managers, supervisors Exam assistants Panel leaders Panel assistants Exam creation staff <p>Options & decisions</p> <p>1.</p> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 5, 9, 11, 13, 14, 16, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 9, 10, 11, 12, 13, 14, 16, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>1, 4</td> </tr> <tr> <td>Provider Exp</td> <td>7, 22</td> </tr> </table>			Problems	1, 4 , 5, 9, 11 , 13, 14, 16, 19	Goals	1, 2, 9 , 10, 11, 12, 13, 14, 16 , 17 , 18	Student Exp	1, 4	Provider Exp	7, 22
Problems	1, 4 , 5, 9, 11 , 13, 14, 16, 19									
Goals	1, 2, 9 , 10, 11, 12, 13, 14, 16 , 17 , 18									
Student Exp	1, 4									
Provider Exp	7, 22									

Note: These are not in priority order

S	M	P	3								
Institution details / registration experience for providers											
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Register Update details 											
<p>Options & decisions</p> <p>1.</p>											
<p>Impacted systems</p> <ul style="list-style-type: none"> eQA: EdOrg, Secure, SPARQL, Contacts CMS / Silverstripe? 											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #fff9c4;">Problems</td> <td>1, 4, 7, 9, 11, 13, 14, 16, 19</td> </tr> <tr> <td style="background-color: #fff9c4;">Goals</td> <td>1, 2, 6, 10, 11, 12, 15, 16, 17, 18</td> </tr> <tr> <td style="background-color: #e1f5fe;">Student Exp</td> <td>None – N/A</td> </tr> <tr> <td style="background-color: #e1f5fe;">Provider Exp</td> <td>1, 6, 8</td> </tr> </table>				Problems	1, 4, 7 , 9, 11 , 13, 14, 16, 19	Goals	1, 2, 6 , 10 , 11 , 12, 15, 16 , 17 , 18	Student Exp	None – N/A	Provider Exp	1, 6, 8
Problems	1, 4, 7 , 9, 11 , 13, 14, 16, 19										
Goals	1, 2, 6 , 10 , 11 , 12, 15, 16 , 17 , 18										
Student Exp	None – N/A										
Provider Exp	1, 6, 8										

S	L	P	3								
Improving Application experience for providers											
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> All products should be able to be applied for Add pre-filled application forms Forms can be easily managed (not hard wired) File uploads supporting applications → Some uploads need to become web forms instead Some don't exist: Approx 1/3 of application types, approx 15% of applications Expose workflow / status to customer Linked to guidance, snippets Invoiced for some applications 											
<p>Options & decisions</p> <p>1. Where do these forms live, and how are they managed?</p>											
<p>Impacted systems</p> <ul style="list-style-type: none"> eQA: EdOrg, Secure Microsoft D365, Sharepoint CMS / Silverstripe? 											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #fff9c4;">Problems</td> <td>1, 4, 5, 7, 9, 13, 14, 16, 18, 19</td> </tr> <tr> <td style="background-color: #fff9c4;">Goals</td> <td>1, 2, 6, 11, 12, 13, 14, 15, 16, 17, 18</td> </tr> <tr> <td style="background-color: #e1f5fe;">Student Exp</td> <td>None – N/A</td> </tr> <tr> <td style="background-color: #e1f5fe;">Provider Exp</td> <td>2, 4, 8, 16</td> </tr> </table>				Problems	1, 4 , 5, 7 , 9 , 13, 14, 16, 18, 19	Goals	1 , 2 , 6 , 11, 12, 13, 14 , 15 , 16, 17 , 18	Student Exp	None – N/A	Provider Exp	2, 4, 8 , 16
Problems	1, 4 , 5, 7 , 9 , 13, 14, 16, 18, 19										
Goals	1 , 2 , 6 , 11, 12, 13, 14 , 15 , 16, 17 , 18										
Student Exp	None – N/A										
Provider Exp	2, 4, 8 , 16										

S	XL	P	3								
Improve workflow management and compliance activity											
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Dashboard of relevant dates, tasks, etc quickly available Push out notifications when tasks are required: <ul style="list-style-type: none"> e.g. Annual attestations, financial EOY returns Linked to guidance & guidelines Displaying 'Intelligence' products, insights etc (does not include the work to generate these insights). Accomodate LMS: e.g. notifications can feed people into LMS 											
<p>Options & decisions</p> <p>1. How would notifications be managed?</p>											
<p>Impacted systems</p> <ul style="list-style-type: none"> eQA: Secure, edorg D365, sharepoint LMS CMS / Silverstripe 											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #fff9c4;">Problems</td> <td>1, 4, 5, 7, 8, 9, 13, 14, 16, 19</td> </tr> <tr> <td style="background-color: #fff9c4;">Goals</td> <td>1, 2, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18</td> </tr> <tr> <td style="background-color: #e1f5fe;">Student Exp</td> <td>22</td> </tr> <tr> <td style="background-color: #e1f5fe;">Provider Exp</td> <td>3, 4, 8, 12, 16, 20</td> </tr> </table>				Problems	1 , 4 , 5, 7 , 8, 9, 13, 14, 16, 19	Goals	1, 2, 6, 10 , 11, 12, 13, 14, 15, 16 , 17 , 18	Student Exp	22	Provider Exp	3, 4, 8 , 12, 16, 20
Problems	1 , 4 , 5, 7 , 8, 9, 13, 14, 16, 19										
Goals	1, 2, 6, 10 , 11, 12, 13, 14, 15, 16 , 17 , 18										
Student Exp	22										
Provider Exp	3, 4, 8 , 12, 16, 20										

S	M	P	3								
Customised 'knowledge base'											
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> What is available depends on organisation type Some website content can move here Often related to a push notification Accomodate LMS: e.g. notifications can feed people into LMS 											
<p>Options & decisions</p> <p>1. Confirm if content will be hosted on the CMS, and how/if it would be brought into the logged in space.</p>											
<p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe 											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #fff9c4;">Problems</td> <td>1, 4, 5, 7, 8, 9, 13, 14, 16, 18</td> </tr> <tr> <td style="background-color: #fff9c4;">Goals</td> <td>1, 2, 4, 7, 8, 9, 10, 11, 12, 13, 15, 16</td> </tr> <tr> <td style="background-color: #e1f5fe;">Student Exp</td> <td>4, 7, 13, 18, 19, 20, 21</td> </tr> <tr> <td style="background-color: #e1f5fe;">Provider Exp</td> <td>2, 3, 4, 8, 10, 12, 15, 17, 22, 23</td> </tr> </table>				Problems	1, 4 , 5, 7 , 8 , 9 , 13, 14, 16, 18	Goals	1, 2 , 4, 7, 8, 9 , 10 , 11, 12, 13, 15 , 16	Student Exp	4, 7, 13, 18, 19, 20, 21	Provider Exp	2, 3, 4 , 8 , 10 , 12, 15, 17, 22, 23
Problems	1, 4 , 5, 7 , 8 , 9 , 13, 14, 16, 18										
Goals	1, 2 , 4, 7, 8, 9 , 10 , 11, 12, 13, 15 , 16										
Student Exp	4, 7, 13, 18, 19, 20, 21										
Provider Exp	2, 3, 4 , 8 , 10 , 12, 15, 17, 22, 23										

Appendix 2: Prioritised Solution Areas

11 with extensions
Year 1 – Feb 2022 – Priority Solution Areas
P 1 – Complete by Feb 2022
P 1a – Complete part-of by Feb 2022
P 2 – Aim to complete by Feb 2022 / Start by Feb 2022

S	L	Public NCEA information rework / restructure	P 1								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Restructure NCEA standards information (a more cohesive structure for users, fit for the audience) <ul style="list-style-type: none"> May need to change or extend data structure in eQA Pull data out of PDF/Word docs Easier access to exams, exemplars, etc Provide API access to data to others Allow filtering and sorting: Subject, Level, VP, etc Integrate Vocational Pathways information Need to accommodate English and Māori medium, both curriculums, both languages Rewrite / rework 'Understanding NCEA' content Investigate using data from other sources: E.g. MoE, Careers Show what is available as a digital assessment Architecture review across different sites (e.g. MoE NCEA site) <p>Options & decisions</p> <ol style="list-style-type: none"> Which information, specifically, does NZQA needs to host (and when)? Which data, if any, do we pull in from other sources? Where / how is this content provided to users? <ol style="list-style-type: none"> Section of site e.g. www.nzqa.govt.nz/ncea Subsite of site e.g. ncea.nzqa.govt.nz Separate site e.g. www.nzqa.govt.nz <p>Impacted systems</p> <ul style="list-style-type: none"> eQA ncea.education.govt.nz CMS / Silverstripe careers NZ Youth guaranteee <table border="1"> <tr> <td>Problems</td> <td>1, 4, 5, 8, 9, 10, 12, 13, 14, 15, 16</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 9, 10, 11, 12, 13, 14, 15, 16, 17</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 3, 5, 9, 13, 16, 14</td> </tr> <tr> <td>Provider Exp</td> <td>1, 14, 22</td> </tr> </table>				Problems	1, 4, 5, 8, 9, 10, 12, 13, 14, 15, 16	Goals	1, 2, 3, 9, 10, 11, 12, 13, 14, 15, 16, 17	Student Exp	1, 2, 3, 5, 9, 13, 16, 14	Provider Exp	1, 14, 22
Problems	1, 4, 5, 8, 9, 10, 12, 13, 14, 15, 16										
Goals	1, 2, 3, 9, 10, 11, 12, 13, 14, 15, 16, 17										
Student Exp	1, 2, 3, 5, 9, 13, 16, 14										
Provider Exp	1, 14, 22										

S	XL	Visual design update	P 1a								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Redesign the 'look and feel' of the site as a whole, reinterpreting the brand for the web Imagery NCEA brand refresh will likely need to factor into this Decide how to manage current 'cultural motifs' <p>Options & decisions</p> <ol style="list-style-type: none"> Scale of this task depends on some other options. <ol style="list-style-type: none"> New NCEA site? New NCEA subsite? Whole-site restructure level Align public and logged-in? <p>Impacted systems</p> <ul style="list-style-type: none"> CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 6, 7, 8, 12, 13, 14</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 5, 6, 11, 13, 14, 16, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>Potentially all</td> </tr> <tr> <td>Provider Exp</td> <td>Potentially all</td> </tr> </table>				Problems	1, 2, 6, 7, 8, 12, 13, 14	Goals	1, 2, 3, 5, 6, 11, 13, 14, 16, 17, 18	Student Exp	Potentially all	Provider Exp	Potentially all
Problems	1, 2, 6, 7, 8, 12, 13, 14										
Goals	1, 2, 3, 5, 6, 11, 13, 14, 16, 17, 18										
Student Exp	Potentially all										
Provider Exp	Potentially all										

S	XL	Learner space re-structure / re-design	P 1								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Note: New functionality is covered in separate cards, this card just covers the overarching structure and design. Rework the way a learner's logged-in area is organised and presented Improve learner's ability to find and access the information and functionality of the logged-in space. Create an extensible structure which allows future functionality to be added without confusion. Exposing key 'dashboard' tasks and information. Workflow status etc. What's coming up, what can I do. Align visual design to public site <p>Options & decisions</p> <ol style="list-style-type: none"> How is the logged-in experience presented? <ol style="list-style-type: none"> Section within public site (like present) Separate area (like 'online banking') Where/how is the logged-in (for students) hosted? <ol style="list-style-type: none"> Separate (e.g. Java) system from public site (like present) Part of CMS system <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 8, 13, 14, 19</td> </tr> <tr> <td>Goals</td> <td>3, 5, 6, 7, 8, 9, 10, 17</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 19, 22, 25</td> </tr> <tr> <td>Provider Exp</td> <td>11, 19</td> </tr> </table>				Problems	1, 2, 3, 4, 8, 13, 14, 19	Goals	3, 5, 6, 7, 8, 9, 10, 17	Student Exp	1, 2, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 19, 22, 25	Provider Exp	11, 19
Problems	1, 2, 3, 4, 8, 13, 14, 19										
Goals	3, 5, 6, 7, 8, 9, 10, 17										
Student Exp	1, 2, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 19, 22, 25										
Provider Exp	11, 19										

S	M	Accessing results experience for students	P 1								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Easier access to my external assessment results Includes looking at how students know results are available Scanned copies of paper results & digital scripts Access to the reviews and reconsiderations experience Easier access to wellbeing information, incl 'what do I do if...' <p>Options & decisions</p> <ol style="list-style-type: none"> Notifications service for results available? Could we push the result out to them? <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 2, 3, 4, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 4, 5, 7, 8, 9, 11, 14, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>8, 11, 12, 14, 15, 16, 25</td> </tr> <tr> <td>Provider Exp</td> <td>11, 19, 8, 9, 7, 21</td> </tr> </table>				Problems	1, 2, 3, 4, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19	Goals	1, 2, 3, 4, 5, 7, 8, 9, 11, 14, 15, 17, 18	Student Exp	8, 11, 12, 14, 15, 16, 25	Provider Exp	11, 19, 8, 9, 7, 21
Problems	1, 2, 3, 4, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19										
Goals	1, 2, 3, 4, 5, 7, 8, 9, 11, 14, 15, 17, 18										
Student Exp	8, 11, 12, 14, 15, 16, 25										
Provider Exp	11, 19, 8, 9, 7, 21										

S	S	Pasifika content rework / restructure	P 1a								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Restructure content to better cater to audiences (providers, teachers/tutors, students, family) Integrate content better within other site content, and within site structure and priorities. Ability to have content in pasifika languages. <ul style="list-style-type: none"> Sometimes translated, sometimes only in one language. <p>Options & decisions</p> <ol style="list-style-type: none"> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>4, 8, 9, 12, 13, 15</td> </tr> <tr> <td>Goals</td> <td>2, 4, 7, 8, 9, 12, 13, 14, 16</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 3, 6, 16, 21</td> </tr> <tr> <td>Provider Exp</td> <td>1, 2, 4, 12, 13, 14, 23</td> </tr> </table>				Problems	4, 8, 9, 12, 13, 15	Goals	2, 4, 7, 8, 9, 12, 13, 14, 16	Student Exp	1, 2, 3, 6, 16, 21	Provider Exp	1, 2, 4, 12, 13, 14, 23
Problems	4, 8, 9, 12, 13, 15										
Goals	2, 4, 7, 8, 9, 12, 13, 14, 16										
Student Exp	1, 2, 3, 6, 16, 21										
Provider Exp	1, 2, 4, 12, 13, 14, 23										

S	S	Improve school details management for schools	P 2								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Update details Manage roles: <ul style="list-style-type: none"> Senco PN Contact <p>Options & decisions</p> <ol style="list-style-type: none"> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 6, 9, 13, 14, 16, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 5, 10, 7, 9, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>None - N/A</td> </tr> <tr> <td>Provider Exp</td> <td>3, 5, 24</td> </tr> </table>				Problems	1, 4, 6, 9, 13, 14, 16, 19	Goals	1, 2, 5, 10, 7, 9, 15, 17, 18	Student Exp	None - N/A	Provider Exp	3, 5, 24
Problems	1, 4, 6, 9, 13, 14, 16, 19										
Goals	1, 2, 5, 10, 7, 9, 15, 17, 18										
Student Exp	None - N/A										
Provider Exp	3, 5, 24										

S	S	Planning & design input for submissions experience	P 2								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> There is a separate project to deliver improvements and expansions to digital submissions project, in July 2022. Improvements for schools and markers is the priority. May involve proving input into the student logged-in experience <p>Options & decisions</p> <ol style="list-style-type: none"> How much student functionality will be delivered for July? <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>-</td> </tr> <tr> <td>Goals</td> <td>-</td> </tr> <tr> <td>Student Exp</td> <td>-</td> </tr> <tr> <td>Provider Exp</td> <td>-</td> </tr> </table>				Problems	-	Goals	-	Student Exp	-	Provider Exp	-
Problems	-										
Goals	-										
Student Exp	-										
Provider Exp	-										

Sizing assumes option 3a or 3b

To be partially completed: Overarching design, and what is needed for the parts of the site launching Feb 2022.

S	S	Notifications service (base functionality)	P 1								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> The work to set up a notifications service, capable of sending email and text messages. For each solution that wants to use the service (e.g. Send a notification to students when a result is available) some additional work will be required to set up that functionality. <p>Options & decisions</p> <ol style="list-style-type: none"> <p>Impacted systems</p> <ul style="list-style-type: none"> - <table border="1"> <tr> <td>Problems</td> <td>2, 3, 6, 7, 14, 17, 19</td> </tr> <tr> <td>Goals</td> <td>3, 5, 6, 10, 14, 16, 18</td> </tr> <tr> <td>Student Exp</td> <td>4, 7, 11, 13, 15, 19, 22</td> </tr> <tr> <td>Provider Exp</td> <td>3, 8, 11, 16, 24</td> </tr> </table>				Problems	2, 3, 6, 7, 14, 17, 19	Goals	3, 5, 6, 10, 14, 16, 18	Student Exp	4, 7, 11, 13, 15, 19, 22	Provider Exp	3, 8, 11, 16, 24
Problems	2, 3, 6, 7, 14, 17, 19										
Goals	3, 5, 6, 10, 14, 16, 18										
Student Exp	4, 7, 11, 13, 15, 19, 22										
Provider Exp	3, 8, 11, 16, 24										

S	XL	Technical debt & upgrades	P 1a								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> The nature and scale of this is still being decided. For Feb 22 this would need to be a tailored subset of this work. Technology design / architecture work is needed. <ul style="list-style-type: none"> APIs, gateways, who owns and manages these Platforms and overall approach. Figure out who 'owns' which systems. e.g. S5 Cloud hosting. Feed in data and experience requirements. <p>Options & decisions</p> <ol style="list-style-type: none"> <p>Impacted systems</p> <ul style="list-style-type: none"> - <table border="1"> <tr> <td>Problems</td> <td>1, 5, 11, 14, 16, 17</td> </tr> <tr> <td>Goals</td> <td>1, 10, 11, 12, 15, 16</td> </tr> <tr> <td>Student Exp</td> <td>None specifically, potentially all indirectly.</td> </tr> <tr> <td>Provider Exp</td> <td>None specifically, potentially all indirectly.</td> </tr> </table>				Problems	1, 5, 11, 14, 16, 17	Goals	1, 10, 11, 12, 15, 16	Student Exp	None specifically, potentially all indirectly.	Provider Exp	None specifically, potentially all indirectly.
Problems	1, 5, 11, 14, 16, 17										
Goals	1, 10, 11, 12, 15, 16										
Student Exp	None specifically, potentially all indirectly.										
Provider Exp	None specifically, potentially all indirectly.										

S	XL/L	Whole-site restructure	P 1a								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Content audit: Create a functional list / model of what content is currently there, to help guide decision making. Create new site structure: Navigation, content model, etc Structure content to allow for different audiences to be catered for. <p>Options & decisions</p> <ol style="list-style-type: none"> How 'deep' should the restructure go? <ol style="list-style-type: none"> Top-levels only (Size L). Most content is migrated in it's current structure, but under new top-level sections. Site and content restructure (Size XL): Restructure the site properly, down the structure of different types of pages. Should certain sections be done earlier than others? <ul style="list-style-type: none"> Note: Requires 1a at minimum. <p>Impacted systems</p> <ul style="list-style-type: none"> CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>4, 5, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18</td> </tr> <tr> <td>Goals</td> <td>2, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 3, 5, 6, 9, 13, 16, 17, 20, 21, 22, 23, 24</td> </tr> <tr> <td>Provider Exp</td> <td>1, 2, 4, 12, 13, 14, 15, 22, 23</td> </tr> </table>				Problems	4, 5, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18	Goals	2, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17	Student Exp	1, 2, 3, 5, 6, 9, 13, 16, 17, 20, 21, 22, 23, 24	Provider Exp	1, 2, 4, 12, 13, 14, 15, 22, 23
Problems	4, 5, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18										
Goals	2, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17										
Student Exp	1, 2, 3, 5, 6, 9, 13, 16, 17, 20, 21, 22, 23, 24										
Provider Exp	1, 2, 4, 12, 13, 14, 15, 22, 23										

S	XL	Content & Communication Strategy	P 1a								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Create / update content strategy. Create communication guidelines, tone of voice, written brand Strategy for language Strategy for world view, e.g. te ao māori Work out which agencies own what information, and where it's stored Governance models: Who is creating and approving content. Content sustainability Glossaries, e.g. curriculum language <p>Options & decisions</p> <ul style="list-style-type: none"> - <p>Impacted systems</p> <ul style="list-style-type: none"> CMS / Silverstripe Document product systems <table border="1"> <tr> <td>Problems</td> <td>2, 4, 5, 6, 7, 8, 9, 12, 13, 15, 16, 18, 19</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 3, 5, 6, 7, 9, 10, 13, 16, 17, 18, 20, 21, 22, 23, 24</td> </tr> <tr> <td>Provider Exp</td> <td>2, 4, 8, 10, 12, 13, 14, 15, 17, 22, 23</td> </tr> </table>				Problems	2, 4, 5, 6, 7, 8, 9, 12, 13, 15, 16, 18, 19	Goals	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18	Student Exp	1, 2, 3, 5, 6, 7, 9, 10, 13, 16, 17, 18, 20, 21, 22, 23, 24	Provider Exp	2, 4, 8, 10, 12, 13, 14, 15, 17, 22, 23
Problems	2, 4, 5, 6, 7, 8, 9, 12, 13, 15, 16, 18, 19										
Goals	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18										
Student Exp	1, 2, 3, 5, 6, 7, 9, 10, 13, 16, 17, 18, 20, 21, 22, 23, 24										
Provider Exp	2, 4, 8, 10, 12, 13, 14, 15, 17, 22, 23										

S	S	Māori content rework / restructure	P 1a								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Restructure content to better cater to audiences (providers, teachers/tutors, students, whānau) Integrate content better within standards information, within other site content, and within site structure and priorities. Ability to have content in te reo māori. <ul style="list-style-type: none"> Sometimes translated, sometimes only in one language. E.g. Te Mātauranga o Aotearoa standards only in te reo. <p>Options & decisions</p> <ol style="list-style-type: none"> <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>4, 8, 9, 10, 12, 13, 15</td> </tr> <tr> <td>Goals</td> <td>2, 4, 7, 8, 9, 11, 12, 13, 14, 16</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 3, 6, 16, 21, 7, 24</td> </tr> <tr> <td>Provider Exp</td> <td>1, 2, 4, 12, 13, 14, 23</td> </tr> </table>				Problems	4, 8, 9, 10, 12, 13, 15	Goals	2, 4, 7, 8, 9, 11, 12, 13, 14, 16	Student Exp	1, 2, 3, 6, 16, 21, 7, 24	Provider Exp	1, 2, 4, 12, 13, 14, 23
Problems	4, 8, 9, 10, 12, 13, 15										
Goals	2, 4, 7, 8, 9, 11, 12, 13, 14, 16										
Student Exp	1, 2, 3, 6, 16, 21, 7, 24										
Provider Exp	1, 2, 4, 12, 13, 14, 23										

S	S	Customise public standards info by school or provider	P 2								
<p>Elements (what's involved)</p> <ul style="list-style-type: none"> Filter standards by availability at a provider Show a list of providers where a certain standard is offered <p>Options & decisions</p> <ol style="list-style-type: none"> Provider selection could be automatic if the user is logged in (extended functionality) <p>Impacted systems</p> <ul style="list-style-type: none"> eQA CMS / Silverstripe <table border="1"> <tr> <td>Problems</td> <td>1, 4, 5, 8, 9, 10, 13, 14, 15, 16, 18</td> </tr> <tr> <td>Goals</td> <td>1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 17, 18</td> </tr> <tr> <td>Student Exp</td> <td>1, 2, 3, 6, 13, 16, 24</td> </tr> <tr> <td>Provider Exp</td> <td>1</td> </tr> </table>				Problems	1, 4, 5, 8, 9, 10, 13, 14, 15, 16, 18	Goals	1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 17, 18	Student Exp	1, 2, 3, 6, 13, 16, 24	Provider Exp	1
Problems	1, 4, 5, 8, 9, 10, 13, 14, 15, 16, 18										
Goals	1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 17, 18										
Student Exp	1, 2, 3, 6, 13, 16, 24										
Provider Exp	1										

To be partially completed: Only what is needed for other functionality to launch Feb 2022.

To be partially completed: Option 1a, or something reasonably similar.

To be partially completed: Just the elements needed for Feb 2022 release.

Schedule 2

Standard Terms and Conditions—Services

Length of Contract

- 1.1 **Start Date:** This Contract starts on the Start Date. Services must not be delivered before the Start Date.
- 1.2 **End Date:** This Contract ends on the End Date.
- 1.3 **Renewal:**
- a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
 - b. If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

The Services

- 2.1 **Both Parties' obligations:** Both Parties agree to:
- a. act in good faith and honestly in their dealings with each other
 - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
 - c. notify each other promptly of any actual or anticipated issues that could:
 - significantly impact on the Services or the Charges, and/or
 - receive media attention, and
 - d. comply with all applicable laws and regulations.
- 2.2 **Buyer's obligations:** The Buyer must:
- a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier has reasonably requested to enable the delivery of the Services
 - b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services, within reasonable timeframes, and
 - c. pay the Supplier the Charges for the Services in accordance with this Contract.
- 2.3 **Supplier's obligations:** The Supplier must:
- a. deliver the Services:
 - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time, and
 - with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry

- b. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Services
 - c. provide all equipment and resources necessary to deliver the Services, and
 - d. comply with the [Supplier Code of Conduct issued by the Procurement Functional Leader \(see \[www.procurement.govt.nz\]\(http://www.procurement.govt.nz\)\)](#) and any other relevant codes of conduct listed in Schedule 1.
- 2.4 **Approved Personnel:** Where Approved Personnel have been agreed in Schedule 1, the Supplier must:
- a. use those Approved Personnel in delivering the Services, and
 - b. obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.
- 2.5 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.
- 2.6 **Health, Safety and Security:** The Supplier must:
- a. consult, cooperate and coordinate with the Buyer regarding the Parties' overlapping obligations under, and what is required from the Supplier to assist the Buyer to comply with, the HSW Act as it relates to, or affects, the Contract
 - b. comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the Contract
 - c. comply with all reasonable directions of the Buyer relating to health, safety, and security, and
 - d. report any of the following that applies to the Supplier or the Buyer, or relates to or affects the Contract:
 - notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and
 - Protective Security Incident.
- 2.7 **Employment standards:** The Supplier must
- a. comply with its obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
 - b. report any instances where the Supplier is being investigated by the Labour Inspectorate, or where the Supplier has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 2.7.a.
- 2.8 **Respect:** The Supplier must deliver the Services in a manner that:
- a. is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
 - b. respects the personal privacy and dignity of all individuals.

Charges and payment

- 3.1 **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.

- 3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:
- a. clearly show all GST due, if any
 - b. be in New Zealand currency or the currency stated in Schedule 1
 - c. be clearly marked 'Tax invoice'
 - d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
 - e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
 - f. state the date the invoice was issued
 - g. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate
 - h. contain the Buyer's contract reference or purchase order number if there is one
 - i. state the Charges due, calculated correctly, and
 - j. be supported by GST receipts if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.
- 3.3 **Payment:** Subject to clauses 3.4 and 11.4(e), if the Buyer receives a valid tax invoice:
- a. on or before the 5th Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of that month, or
 - b. after the 5th Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of the following month.
- 3.4 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:
- a. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
 - b. may withhold payment of the disputed portion until the dispute is resolved.

Contract management

- 4.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage the Contract, including:
- a. managing the relationship between the Parties
 - b. overseeing the effective implementation of this Contract, and
 - c. acting as a first point of contact for any issues that arise.
- 4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

Information management

- 5.1 **Information and Records:** The Supplier must:
- a. keep and maintain Records in accordance with prudent business practice and all applicable laws

- b. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Services
- c. make sure the Records are kept safe and are easy to access
- d. give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
- e. co-operate with the Buyer to provide information promptly if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations
- f. make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier), and
- g. make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal.

5.2 **Reports:** The Supplier must give the Buyer the reports, by the due dates, stated in Schedule 1.

The contractual relationship

- 6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 6.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

Subcontractors

- 7.1 **Subcontracting:** The Supplier must not enter into a contract with someone else to deliver any part of the Services without the Buyer's prior written approval.
- 7.2 **Supplier responsibilities:** The Supplier:
 - a. must ensure that each Subcontractor is suitable and has the capability and capacity to deliver that aspect of the Services being subcontracted
 - b. must ensure that:
 - each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
 - any subcontract it enters into is on terms that are consistent with this Contract
 - c. is responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted, and
 - d. is responsible for the acts and omission of any Subcontractor as if they were the acts and omissions of the Supplier.

Insurance

- 8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must:
- a. hold the insurance, with a reputable insurer, as specified in Schedule 1, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
 - b. provide a certificate confirming the nature of the insurance cover and proving that each policy is current, within 10 Business Days of any request from the Buyer.

Conflicts of Interest

- 9.1 **Avoiding conflicts of interest:** The Supplier:
- a. warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
 - b. must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

Resolving disputes

- 10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:
- a. a Party will notify the other if it considers a matter is in dispute
 - b. the Contract Managers will attempt to resolve the dispute through negotiation
 - c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
 - d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.
- 10.2 **Mediation:** If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
 - b. on the terms of the Resolution Institute Mediation Rules, and
 - c. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.
- 10.3 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.
- 10.4 **Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

- 10.5 **Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless that Party requires urgent relief from a court.

Ending this Contract

- 11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
- a. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
 - b. does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.
- 11.2 **Buyer's termination for convenience:**
- a. The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
 - b. If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date.
- 11.3 **Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- a. becomes bankrupt or insolvent
 - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - c. becomes subject to any form of external administration
 - d. ceases for any reason to continue in business
 - e. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business or the reputation or business of the Crown
 - f. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services, the Buyer or the Crown, or
 - g. provides information to the Buyer that is misleading or inaccurate in any material respect.
- 11.4 **Termination for breach:**
- a. If a Party breaches this Contract (**defaulting Party**), the non-defaulting Party may give a default Notice to the defaulting Party.
 - b. A default Notice must state:
 - the nature of the breach, and
 - the time and date by which it must be remedied.
 - c. The period allowed to remedy the breach must be reasonable given the nature of the breach.
 - d. The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
 - e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:

- withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
- if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Services to the Buyer.

11.5 Supplier's obligations:

- a. On giving or receiving a Notice of termination, the Supplier must:
 - comply with any conditions contained in the Notice, and
 - immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

11.6 Accrued rights: The termination or expiry of this Contract does not affect any rights of a Party which:

- a. arose prior to the End Date, or
- b. relate to any breach of this Contract that arose prior to the End Date.

11.7 Buyer's rights: Subject to clause 11.2(b), if this Contract is terminated the Buyer:

- a. will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
- b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Services or Deliverables that have not been provided.

11.8 Handing over the Services:

- a. The Supplier will provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer during the term of this Contract and for a period of 10 Business Days after the End Date.
- b. If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services, for a period of up to 3 months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

Intellectual Property Rights

12.1 Ownership of Intellectual Property Rights:

- a. Pre-existing Intellectual Property Rights remain the property of their owner.
- b. New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created, and the Supplier agrees to do all things necessary to give effect to this clause 12.1(b).
- c. New Intellectual Property Rights that are not in the Deliverables will become the property of the Party that created them.
- d. The Supplier grants to the Buyer (as the Crown) a perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer to:
 - receive the full benefit of the Services and Deliverables, and

- use, copy, modify and distribute the Deliverables.

12.2 Supplier warranties: The Supplier warrants that:

- a. it is legally entitled to grant the licence in clause 12.1(d), and
- b. the Crown's use of anything provided by the Supplier and incorporated in the Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party.

The Supplier's liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

Confidential Information

13.1 Protection of Confidential Information: Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:

- a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services
- b. if the other Party gives prior written approval to the use or disclosure
- c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
- d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

13.2 Obligation to inform staff: Each Party will ensure that its Personnel:

- a. are aware of the confidentiality obligations in this Contract, and
- b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

13.3 Security: Each Party will:

- a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties
- b. notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other Party's Confidential Information, and
- c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

Notices

14.1 Requirements: All Notices must be:

- a. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
- b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.

14.2 Receipt of Notices: A Notice will be considered to be received:

- a. if delivered by hand or sent by courier, on the date it is delivered

- b. if sent by post within New Zealand, on the 5th Business Day after the date it was sent
- c. if sent by post internationally, on the 9th Business Day after the date it was sent, or
- d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,

but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

Extraordinary Events

- 15.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.
- 15.2 **Obligations of affected Party:** A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event
 - b. the extent of that Party's inability to perform under this Contract
 - c. the likely duration of that non-performance, and
 - d. what steps are being taken to minimise the impact of the Extraordinary Event on the performance of this Contract.
- 15.3 **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

General

- 16.1 **Variations:** A Variation must be agreed by both Parties and recorded:
- a. in writing and signed by both Parties, or
 - b. through an exchange of emails,
- where the signatories or authors have delegated authority to approve the Variation.
- 16.2 **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were oral or in writing.
- 16.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
- a. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
 - b. does not prevent that Party from exercising its rights at a later time.
- 16.4 **New Zealand law, currency and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.
- 16.5 **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities.

- 16.6 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Services, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 16.7 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 16.8 **No poaching:** During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the other's written consent, deliberately seek to employ or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate advertisement.
- 16.9 **Clauses that remain in force:** The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information), 14 (Notices), 16 (General) and 17 (Definitions).
- 16.10 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:
1. a Variation
 2. Schedule 1
 3. any Attachment to Schedule 1, and
 4. Schedule 2.

Definitions

When used in this Contract the following terms have the meaning beside them:

Attachment Any supplementary document named in Schedule 1 as an Attachment to this Contract.

Approved Personnel A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Buyer The Buyer is the Crown, also described as the Sovereign in right of New Zealand who acts by and through the government agency named as the Buyer in the Contract Details section.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Fees and any Expenses and Daily Allowances.

Confidential Information Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

Conflict of Interest A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- actual: where the conflict currently exists
- potential: where the conflict is about to happen or could happen, or
- perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2 and any other Schedule, and any Variation and Attachment.

Contract Manager The person named in Schedule 1 as the Contract Manager.

Crown The Sovereign in right of New Zealand and includes a Minister and a government department but does not include a Crown entity, or a State enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986.

Daily Allowance An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required in order to deliver the Services or to travel overnight away from their normal place of business, as agreed in Schedule 1.

Daily Fee Rate A fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

Deliverables An output resulting from the delivery of the Services as stated in Schedule 1. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

End Date The earlier of the date this Contract is due to end as stated in Schedule 1, as may be extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date the Contract is to end.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in Schedule 1.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care.

Fees The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

HSW Act means the Health and Safety at Work Act 2015.

Hourly Fee Rate A Fee payable for each hour spent delivering the Services.

Intellectual Property Rights All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

Milestone A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

New Intellectual Property Rights Intellectual Property Rights developed under this Contract or in the performance of the Services.

Notice A communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer or the Supplier, and together they are the **Parties**.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants and co-opted or seconded staff.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of, or independently from, this Contract.

Protective Security Incident A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information, or
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

Records All information and data necessary for the management of this Contract and the delivery of Services. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

Schedule An attachment to this Contract with the title 'Schedule'.

Start Date The date when this Contract starts as stated in Schedule 1.

Subcontractor A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

Supplier The person, business, company or organisation named as the Supplier in the Contract Details section.

Variation A change to any aspect of this Contract that complies with clause 16.1.



Collaborative Marketplace Agreement

Part 2 – Channel Terms for Consultancy and Professional Services and Managed Services (C&PS/MS Terms) (Standard)

Contents

Channel Terms	1
Subscription Agreement components.....	10
Annexure A: Subscription Form template	11
Annexure B: Core Services Terms (and Statement of Work templates)	16
Annexure C: Extra Terms (if any)	71

Channel Terms

1. Introduction	1
2. Definitions	2
3. Ordering Services	3
4. Agreements with Purchasing Agencies for Services	3
5. Amending and supplementing the Core Services Terms and any applicable Extra Terms	4
6. Changes to Services Listings	4
7. Additional pricing terms	5
8. Reporting	6
9. Administration Fee	7
10. Subcontractor field in Services Listings not to be publicly available.....	8
11. Tier 1 Security Assurance and Risk Rating	8

1. Introduction

1.1 These Channel Terms apply to the Consultancy and Professional Services Channel (the **C&PS Channel**) and the Managed Services Channel (the **MS Channel**). These Channels are part of the New Zealand Government Marketplace as described in, and are subject to, the terms of the Collaborative Marketplace Agreement (the **Marketplace Agreement**).

These are the standard channel terms for Consultancy and Professional Services and for Managed Services.

- 1.2 These particular terms apply in relation to Services:
- (a) for which there is *no* Eligible Pre-existing Agreement that governs the terms on which Eligible Agencies are to procure the Services; and
 - (b) for which we have not expressly permitted industry standard contract templates to be used.
- 1.3 When we use the terms **you** and **your**, we are referring to any provider that applies to be a Member of and list services in either the C&PS Channel or the MS Channel.

2. Definitions

- 2.1 These Channel Terms incorporate all definitions included in the General Terms in Part 1 of the Marketplace Agreement. In addition, for the purposes of these Channel Terms:

The terms defined here have special meaning. Further terms are defined in the Core Services Terms in Annexure B.

Consultancy and Professional Services and **C&P Services** mean the consultancy and professional services in relation to which you have sought and obtained consent for Services Listings in the Marketplace pursuant to the On-boarding Process for the C&PS Channel;

Core Services Terms means the general terms that apply to the procurement of all services within the C&PS Channel and the MS Channel that are governed by these Channel Terms, as set out in Annexure B;

Eligible Pre-existing Agreement has the meaning in clause 24 of the General Terms;

Extra Terms means terms that apply by default to certain categories of services within the C&PS Channel and/or the MS Channel to which these Channel Terms apply, and form part of a Subscription Agreement when a Purchasing Agency procures these categories of Services. They apply in addition to the Core Services Terms and, if applicable to the Services you have sought to have listed in the Marketplace, will be attached in Annexure C;

Managed Services means the managed services in relation to which you have sought and obtained consent for Services Listings in the Marketplace pursuant to the On-boarding Process for the MS Channel;

Pre-existing Agreement has the meaning in clause 24 of the General Terms;

Services means C&P Services and/or Managed Services, as applicable;

Services Rates means the rates charged for Services, when a Provider charges on a time, materials and/or other unit-based basis, as set out in the applicable Marketplace Catalogue;

Statement of Work means a statement of work for Services, based on one of the templates in the Schedule to the Core Services Terms or otherwise available on marketplace.govt.nz;

Subscription Form means the form the parties complete to create a Subscription Agreement, as set out in Annexure A;

Subscription Agreement has the meaning in clause 4.1 below; and

Tier 1 Security Assurance and Risk Rating means the highest level of security assurance that a provider can obtain for a Services Listing in the Marketplace.

Further terms used in the Core Services Terms in Annexure B are defined in those Core Services Terms.

3. Ordering Services

3.1 If an Eligible Agency decides to purchase Services, it will select the relevant service(s) and provider(s) and, where relevant:

- (a) request from relevant providers any additional information it may require;
- (b) have any discussions with providers it may require; and
- (c) submit a Subscription Form to the relevant provider(s),

as further described in the applicable Ordering Process for the Services on marketplace.govt.nz.

4. Agreements with Purchasing Agencies for Services

4.1 The contract that applies between you and a Purchasing Agency for the Purchasing Agency's consumption of your Services shall be an agreement that comprises:

- (a) the Subscription Form (the template for which is in Annexure A to these C&PS/MS Terms);
- (b) the Core Services Terms (in Annexure B to these C&PS/MS Terms);
- (c) any additional Extra Terms that apply to the category/ies of Services being procured (in Annexure C to these C&PS/MS Terms); and
- (d) each Statement of Work once executed by both parties.

We call this agreement a **Subscription Agreement**. It is a type of Agency Purchase Agreement.

4.2 The Subscription Agreement is formed when you and the Purchasing Agency fill out and sign (physically or electronically) a copy of the Subscription Form template found in Annexure A.

Agencies can compare competing services on offer in the relevant Marketplace Catalogue, seek further information from you if required, and then proceed.

If an Eligible Agency wishes to procure Services, it does so through an Ordering Process that creates a Subscription Agreement between you and the relevant Eligible Agency. When that Subscription Agreement is formed, the Eligible Agency becomes a Purchasing Agency.

4.3 This clause 4 is intended to confer a benefit on and to be enforceable by all Purchasing Agencies that submit a Subscription Form to you for Services (for which there is no Eligible Pre-existing Agreement).

5. **Amending and supplementing the Core Services Terms and any applicable Extra Terms**

5.1 To avoid doubt, you and a Purchasing Agency may agree to amend or supplement the Core Services Terms in Annexure B and any applicable Extra Terms in Annexure C, in either your Subscription Form or a Statement of Work.

You and a particular Purchasing Agency may agree to amend the default terms of a Subscription Agreement.

6. **Changes to Services Listings**

6.1 You acknowledge that Marketplace Catalogue Services Listings for Services can contain both descriptions of services (and their pricing) and, for some kinds of services, Purchasing Agency responsibilities. You may amend your Services Listings from time to time, subject to clause 6.2 and the following:

You can make changes to your Services Listings, subject to some controls.

- (a) You must update your service descriptions from time to time to keep them current, in accordance with clause 4 of Part 1 (General Terms) of the Collaborative Marketplace Agreement, provided you do not seek to reduce the scope of services or otherwise adversely affect the services that are already the subject of executed Statements of Work (unless the relevant Purchasing Agencies agree).
- (b) Changes to the pricing in your Services Listings are subject to clause 7 immediately below.
- (c) No increase in Participating Agency responsibilities described in your Services Listings will be effective for any executed Statement of Work unless the relevant Purchasing Agencies agree.
- (d) Subject to clause 6.4, all changes to Services Listings are subject to DIA review before publication to Eligible Agencies. DIA may reject changes that do not comply with this clause and may discuss and require amendment to changes that are difficult to understand or that contain errors.

6.2 When you're proposing to make changes to a Service as described in the relevant Marketplace Catalogue, you need to consider whether the changes will adversely affect:

If you're changing a Service, you need to think about some security and related matters.

- (a) the security or other controls;
- (b) your compliance with any standards; and/or
- (c) the ongoing validity of any certifications you have in relation to the Services,

that you notified to us when applying for inclusion of the Service in the Marketplace and, if applicable, obtaining the level of assurance for which the Service is listed in the Marketplace Catalogue. If there will be an adverse effect:

- (d) you must inform us of the adverse effect with sufficient information to enable us to understand the potential risk and impact; and
- (e) you must follow our reasonable directions to address the adverse impact; if you do not, we may elect to downgrade the applicable assurance level for the affected Service (if any, and if greater than the base level) or require you to withdraw the Service from the Marketplace.

6.3 If required, you will confirm to us in writing periodically that you continue to meet any applicable controls, standards and certifications referred to in clause 6.2. The frequency of any applicable confirmation and the means of confirming will be notified to you on the Marketplace or via email.

6.4 You may cease providing all or any part of a Service if:

- (a) a material element of the Service becomes:
 - (i) obsolete; or
 - (ii) unsupported by the party that supplies that element to you,and there is no reasonable alternative; or
- (b) you are withdrawing a Service that is no longer viable or is to be withdrawn from general availability.

6.5 You will use all reasonable endeavours to give Purchasing Agencies at least 1 month's notice of any intended cessation under clause 6.4.

7. Additional pricing terms

7.1 The parties acknowledge that the charges for your Services may be determined in various ways, including on the basis of one or a combination of:

- (a) Services Rates that are published in the relevant Marketplace Catalogue(s) (which are visible only to registered Eligible Agencies);
- (b) fixed pricing; or
- (c) other context-dependent pricing mechanisms or formulae,

in each case as agreed with a Purchasing Agency in a Statement of Work for particular Services.

Your charges may be determined in various ways. Where your charges are based on standard Services Rates, those rates need to be published in the relevant Marketplace Catalogue.

7.2 You agree to publish any standard Services Rates you have for government in the relevant Marketplace Catalogue(s) but we acknowledge that fixed pricing and other pricing mechanisms and formulae may be context-dependent and therefore not capable of being published in the Marketplace Catalogues.

7.3 When you first add your Services Listings to the relevant Marketplace Catalogue, your standard Services Rates and the currency in which they are charged will be the rates and currency notified to us during the On-boarding Process for the applicable Channel or otherwise agreed with us during that On-boarding Process. These initial Services Rates (and any Services Rates increased pursuant to clause 7.5) must be either:

(a) the standard rates you usually offer to equivalent New Zealand customers (or tiers of customers) for those Services, taking into account where relevant the nature of the Services, terms of supply, recoverability of your expenditure or investment, committed spend volumes and contractual periods; or

(b) reduced rates for Eligible Agencies.

Services Rates need to be the same as or better than the standard rates you offer other equivalent New Zealand customers.

7.4 Where your charges for a Purchasing Agency's consumption of your Services are based on Services Rates, the Services Rates stated in your Services Listings at the time the Purchasing Agency submits a Subscription Form shall apply to the first Statement of Work, unless you have agreed to reduced rates for that Purchasing Agency, either in the Subscription Form or a Statement of Work. For subsequent Statements of Work priced on the basis of your Services Rates, you will charge your then current Services Rates as stated in your Services Listings, unless you have agreed to reduced rates for that Purchasing Agency.

If you're charging on the basis of Services Rates, your published Services Rates apply unless you agree with a Purchasing Agency to reduce them.

7.5 You may only increase your Services Rates once in any 12 month period.

7.6 To avoid doubt, no increase in your Services Rates will apply to any Statement of Work entered into prior to the increase being reflected in your Services Listings in the relevant Marketplace Catalogue unless the Statement of Work expressly accommodates such increases or the Purchasing Agency otherwise agrees.

Price increases don't apply to existing Statements of Work unless expressly contemplated by them.

7.7 Your charges for your Services will be processed in accordance with clause 11 (Payment) of the Core Services Terms in Annexure B.

8. Reporting

8.1 You agree to comply with our reasonable reporting requirements relating to your provision of Services to Purchasing Agencies that we may describe from time to time on marketplace.govt.nz (if any).

We may specify reporting requirements. If we do, you'll need to comply with them.

8.2 If we change our reporting requirements we will notify you of the change, through a posting on marketplace.govt.nz and/or other

electronic means, at least 15 days before the change is due to take effect.

9. Administration Fee

- 9.1 This clause 9 applies except to the extent (if any) that we have agreed with you that this clause 9 does not apply to you.
- 9.2 You agree to collect, through each invoice to each Purchasing Agency, a fee that is charged to Purchasing Agencies that contributes to the costs of providing and administering the Marketplace (the **Administration Fee**). You will have been informed of the applicable Administration Fees and how they are calculated during the On-boarding Process, and a table of the current Administration Fees and methods of calculation for each Marketplace Catalogue or category of Service can be found on marketplace.govt.nz.
- 9.3 You will include the applicable Administration Fee in all invoices to each Purchasing Agency as a separate line item. The Administration Fee must not be bundled into your rates or other fees.
- 9.4 We may adjust the Administration Fees and, if we do so, we will provide you with at least one month's written notice of the adjustment before it takes effect.
- 9.5 You will provide us with periodic statements that contain details of:
- (a) the amounts invoiced under Agency Purchase Agreements in the previous applicable period; and
 - (b) the Administration Fees invoiced to Purchasing Agencies during that period,
- using the method and following the instructions we provide on marketplace.govt.nz. The instructions will specify the frequency and periods of reporting and the dates by which you must provide your reports to us.
- 9.6 Following receipt of your statement we will, reasonably promptly, examine the statement to identify any manifest error. If there is manifest error, we will inform you and you will remedy the error by re-issuing the statement within three Business Days of our written request.
- 9.7 We will:
- (a) if you agreed that we may direct debit a bank account you nominated during the Onboarding Process and for which you have given us a direct debit authority, debit the aggregate Administration Fees set out in the statement (or re-issued statement) plus GST (where applicable) from that bank account, and send you an invoice that records that you have paid the debited amount; or

Except where we agree to an alternative arrangement, you agree to collect an Administration Fee from Purchasing Agencies which is then paid to us.

- (b) if you did not agree that we may direct debit a bank account, render an invoice to you for an amount equal to the aggregate Administration Fees set out in the statement (or re-issued statement) plus GST (where applicable), in which case you will pay our invoice on or before the 20th day of the month following the date that invoice was received.

9.8 If you, of your own volition or following resolution of a dispute, reduce the quantum of an invoice previously rendered to a Purchasing Agency (including writing it off) following payment to us of the Administration Fee for that invoice, you may inform us of the reduction. If you do, you will provide us with such supporting evidence as we may reasonably request. If we are satisfied with the information you provide, we will credit the amount of the relevant Administration Fee to you when we issue the next invoice to you or debit the next period's Administration Fees from your nominated bank account and issue the next invoice to you (as applicable).

10. Subcontractor field in Services Listings not to be publicly available

10.1 Without limitation to our obligations in clause 4.6 of the General Terms, we will ensure that the subcontractor field in the Services Listings is not publicly available and Participating Agencies will be informed that the field content is confidential.

11. Tier 1 Security Assurance and Risk Rating

11.1 If you wish to apply for a Tier 1 Security Assurance and Risk Rating for a Service for which you already have a Services Listing or for which you are seeking a Services Listing, you will be required, as part of the application process, to agree to our Tier 1 Security Assurance Terms.

11.2 We reserve the right to make your membership of this Channel, or your ability to add or maintain a Services Listing for a particular Service in this Channel, subject to your:

- (a) first applying for and obtaining a Tier 1 Security Assurance and Risk Rating; or
- (b) applying for and obtaining a Tier 1 Security Assurance and Risk Rating within a specified period after your Services Listing is added to the Marketplace with a lower rating.

We may exercise this right if, given the nature or risk profile of one or more of your Services, we consider it necessary or desirable to do so. If we do, you will be required, as part of the application process, to agree to our Tier 1 Security Assurance Terms.

Under clause 7.5 of the Core Services Terms, if you list the Subcontractors you use in your Services Listings, those Subcontractors are deemed to be approved when a Purchasing Agency enters into a SOW. Given potential sensitivities about openly publishing such details, we will not make the subcontractor field publicly available.

If you apply for a Tier 1 Security Assurance and Risk Rating or we require you to do so, you will be required to agree to our Tier 1 Security Assurance Terms.

Published version history

Version number	Date	Comment (if any)
2	23 November 2020	<p>Channel Terms:</p> <ul style="list-style-type: none"> • Clarification to clause 6.3 • New clauses 6.4-6-5 re Provider cessation of Services and consequential amendment to clause 6.1(d) • Insertion of “reasonable” into clause 8.1 on reporting • New clause 11 (Tier 1 Security Assurance and Risk Rating) and associated definition of Tier 1 Security Assurance and Risk Rating <p>Core Services Terms:</p> <ul style="list-style-type: none"> • Addition of clause 2.1(l) to incorporate the new clauses 6.4-6.5 of the Channel Terms • Clarification to clause 7.1 on subcontracting • Deletion of former clause 7.7 • Amendment to clause 13.2 re ownership of IP in deliverables and associated new definition of New Intellectual Property Rights • Clarification to clause 13.5 on licences to Purchasing Agency • New clause 13.6(a)(ii) to ensure Provider fully licensed in respect of certain IP that could be owned by Purchasing Agency • New clause 13.6(b) to clarify that Provider must not exercise licences to Provider in a way that breaches clause 14 on confidentiality and security • New termination right for Provider where Provider can and is relying on the new clause 6.4 of the Channel Terms re cessation of Services • Definition of “Purchasing Agency Data” in clause 22 clarified <p>Statement of Work (General) – Managed Services</p> <ul style="list-style-type: none"> • Deletion of ‘disengagement’ row given change to Disengagement clause in Extra Terms for Managed Services

Subscription Agreement components

Annexure A: Subscription Form template.....	11
Annexure B: Core Services Terms (and Statement of Work templates).....	16
Annexure C: Extra Terms (if any)	71

Annexure A: Subscription Form template

Attached. A Word version of the template can be found at marketplace.govt.nz



Subscription Form for Consultancy and Professional Services and/or Managed Services

Parties

Purchasing Agency	[Insert full legal name of Eligible Agency, e.g. The Sovereign in Right of New Zealand acting by and through [the Chief Executive] of [insert government department]; or, if not a department, e.g., The Commerce Commission] (the Purchasing Agency, we, our, us)
Provider	[Insert full company name, company number and registered office (or name if not a company) (the Provider, you, your)]

Background

This is a Subscription Form for our procurement of Consultancy and Professional Services and/or Managed Services, as defined in the Channel Terms for Consultancy and Professional Services and Managed Services (Standard) (the **Channel Terms**).

Those Channel Terms are Part 2 of the Collaborative Marketplace Agreement between the New Zealand Government and you. They prescribe the form of the Subscription Agreement that applies to our procurement of Consultancy and Professional Services and/or Managed Services via the Marketplace.

Notes in blue boxes are for your convenience but are not part of the Subscription Agreement.

Agreement

1. Content and formation of Subscription Agreement

1.1 You and we agree that, as explained in clause 4 of the Channel Terms, the Subscription Agreement:

- (a) comprises:
 - (i) this Subscription Form;
 - (ii) the Core Services Terms set out in Annexure B to the Channel Terms;
 - (iii) any Extra Terms that apply to the category/ies of Services being procured; and
 - (iv) each Statement of Work once executed by both parties (based on a template statement of work in the Schedule to the Core Services Terms or otherwise available on marketplace.govt.nz); and
- (b) is formed when you and we sign (physically or electronically) this Subscription Form.

Execution of the Subscription Form creates an agreement – a Subscription Agreement – that comprises sets of applicable terms, and SOWs once agreed.

2. Interpretation

2.1 In this Subscription Form, unless the context otherwise requires:

- (a) a reference to a party is to a party to this Subscription Form; and
- (b) capitalised terms have the meanings given to them in the Core Services Terms.

Terms defined in the Core Services Terms have the same meaning when used in this Subscription Form.

3. Provision of Services

3.1 As described in more detail in clause 3 of the Core Services Terms, your provision of Services to us needs to be agreed in one or more Statements of Work.

Services to the Purchasing Agency need to be agreed in a Statement of Work.

4. Application of Subscription Agreement to various kinds of Services

4.1 You and we acknowledge that:

- (a) this Subscription Agreement applies to our procurement of any Consultancy and Professional Services and Managed Services for which you have Service Listings in the Marketplace (**In-Scope Services**); and, therefore
- (b) if, during the term of the Subscription Agreement (as defined in clause 1 of the Core Services Terms), we select you to provide additional In-Scope Services, you and we may enter into Statements of Work for those additional In-Scope Services without needing to complete a further Subscription Form.

The Subscription Agreement that this form creates (once signed) can be used, during its term, for all in-scope Consultancy and Professional Services and Managed Services.

5. Contract Managers

5.1 The Contract Managers referred to in clause 4.1(a) of the Core Services Terms are as follows:

Contract Manager for Purchasing Agency	Name:	
	Email:	
	Phone:	
Contract Manager for Provider	Name:	
	Email:	
	Phone:	

These are the parties' Contract Managers

6. Address for Notices

6.1 The parties' addresses for notice referred to in clause 21.7(d) of the Core Services Terms are as follows:

Purchasing Agency Address for Notices	Physical address:	
	Postal address:	
	Email:	
	Attention:	
Provider's Address for Notices	Physical address:	
	Postal address:	
	Email:	
	Attention:	

These are the parties' addresses for notice

7. Security clearances and probity checks

7.1 You must, in accordance with clause 6.1(b) of the Core Services Terms, ensure that all of your Personnel engaged in providing the Services have obtained the security clearances and passed the probity checks specified below (if any):

[insert name of clearance or check]	[insert details of clearance or check]
[insert additional rows as required]	[insert additional rows as required; if no clearances or checks are required, clause 7 and this table can be deleted; note that clearance and check requirements may also be stated in SOWs if the parties prefer]

If security clearances or probity checks are required in this table, you need to obtain them for Personnel providing the Services

8. Changes to Core Services Terms and any applicable Extra Terms

8.1 You and we may agree to amend and supplement the Core Services Terms and any applicable Extra Terms, in either this Subscription Form or a Statement of Work.

8.2 Subject to clause 8.3, if the Collaborative Marketplace Agreement is changed in accordance with clause 21 (Amendments) of Part 1 (General Terms) of that Agreement in a manner that affects or supplements the terms of the Subscription Agreement, that change

The parties can agree to amend and supplement the Core Services Terms and any applicable Extra Terms.

will apply automatically to the Subscription Agreement from a date that is 15 days after the effective date stated in DIA or MBIE's notice under clause 21, unless:

- (a) the change is contrary to an amendment or supplement to the Core Services Terms or any applicable Extra Terms that we and you have already agreed; or
- (b) in the case of existing Statements of Work, the change increases your costs or risks, and you inform us of this reasonably promptly; or
- (c) we and you otherwise agree that the change will not apply.

With some exceptions, amendments to the Collaborative Marketplace Agreement that affect the terms of the Subscription Agreement apply to the Subscription Agreement.

8.3 If the Collaborative Marketplace Agreement is amended in accordance with clause 21 of Part 1 (General Terms) of that Agreement and you elect to terminate your membership in the Marketplace in accordance with clause 21.4 of Part 1, amendments to the Collaborative Marketplace Agreement that would otherwise have applied automatically to this Subscription Agreement will not apply (and this Subscription Agreement will remain in place in accordance with its terms).

9. Other terms

9.1 [If other terms are required and agreed, they can be inserted here. If there are no other terms, this clause 9 can be deleted. Note that other terms can be specified in SOWs instead, which may be the more natural place for them if they are SOW-specific.]

The parties can record additional terms here if they wish.

Execution

In signing this Subscription Form, each party acknowledges that it has read all applicable terms and agrees to be bound by them.

For and on behalf of the **Purchasing Agency** named above:

For and on behalf of the **Provider** named above:

(signature)

(signature)

Name:

Name:

Position:

Position:

Date:

Date:

Annexure B: Core Services Terms

Attached.



Consultancy and Professional Services and Managed Services

Core Services Terms

Background

These are the Core Services Terms referred to in clause 4 of the Channel Terms for Consultancy and Professional Services and Managed Services (Standard) and clause 1.1(a)(ii) of the Subscription Form for Consultancy and Professional Services and/or Managed Services. Together with the Subscription Form, any applicable Extra Terms and any executed Statement of Work, they comprise the Subscription Agreement between the Provider of the Services named in the Subscription Form (**you, your**) and the Purchasing Agency named in the Subscription Form.

If you are providing a category of Services to which Extra Terms apply, those Extra Terms will apply in addition to these Core Services Terms. You can find a list of the categories of Services to which Extra Terms apply, together with the Extra Terms, at marketplace.govt.nz.

Contents

1.	Term.....	18
2.	Application of terms in Part 1 (General Terms) and Part 2 (Channel Terms)	18
3.	Statements of Work	19
4.	Governance	20
5.	Performance of the Services	21
6.	Personnel.....	24
7.	Subcontracting	25
8.	General responsibilities.....	26
9.	Records.....	26
10.	Change Procedure.....	27
11.	Payment.....	27
12.	Warranties.....	29
13.	Intellectual Property Rights.....	30
14.	Confidentiality and security.....	35
15.	Liability	37
16.	General indemnities.....	39
17.	Insurance	39
18.	Performance issues	39
19.	Disputes	40
20.	Termination	41
21.	General	44
22.	Definitions and interpretation.....	46
	Schedule: Statement of Work templates	53

1. Term

1.1 The Subscription Agreement:

- (a) commences when both parties have signed (physically or electronically) the Subscription Form (the **Commencement Date**); and
- (b) unless terminated earlier under clause 20 (Termination), ends upon the later of (i), (ii) and (iii) below:
 - (i) 2 years after the Commencement Date or, if the parties elect to state a shorter initial duration in their first Statement of Work, that shorter period (in either case, the **Initial Term**);
 - (ii) any period of extension under clause 1.2; and
 - (iii) the termination or expiry of all Statements of Work.

The Subscription Agreement has an initial term of 2 years (or less if agreed in the first SOW) and a maximum term of 6+ years.

1.2 At any time before expiry of the Initial Term or the first Extension, the parties may agree to extend the Subscription Agreement by a further period of up to 2 years (each an **Extension**). To avoid doubt:

- (a) whilst a Subscription Agreement may be extended under this clause to have an apparent term of up to 6 years, under clause 1.1(b) that term may exceed 6 years if one or more Statements of Work remain on foot at the 6 year mark; and
- (b) this clause 1 has no impact on the ongoing validity of your Services Listings in the relevant Marketplace Catalogue(s). If, when a Subscription Agreement comes to an end, your Services Listings remain in a Marketplace Catalogue, the Purchasing Agency and you may enter into a further Subscription Agreement.

1.3 Each Statement of Work will:

- (a) commence on the SOW Start Date specified in the Statement of Work; and
- (b) unless terminated in accordance with clause 20 (Termination), end on the SOW End Date specified in the Statement of Work,

(the **Statement of Work Term**). The Statement of Work Term may be extended by written agreement between the parties, whether by way of variation to the Statement of Work itself or an exchange of emails by the parties' authorised personnel.

2. Application of terms in Part 1 (General Terms) and Part 2 (Channel Terms)

2.1 You agree that the following clauses in Part 1 (General Terms) and Part 2 (Channel Terms for Consultancy and Professional Services and Managed Services (Standard)) of the Collaborative Marketplace

To minimise repetition, some terms of Part 1 and Part 2 of the Marketplace Agreement are incorporated into the Subscription Agreement by reference.

Agreement are incorporated by reference into the Subscription Agreement:

- (a) 3.4 of Part 1 (no exclusivity or minimum purchasing requirement);
- (b) 3.11 of Part 1 (withdrawal, suspension or termination of your membership in the Marketplace does not affect existing Agency Purchase Agreements);
- (c) 4.8 of Part 1 (removal of Services Listing does not affect existing Agency Purchase Agreements);
- (d) 10 of Part 1 (Warranties);
- (e) 13 of Part 1 (Pricing and Administration Fee) and 7 of Part 2 (Additional pricing terms);
- (f) 15 of Part 1 (Confidentiality);
- (g) 17 of Part 1 (Purchasing Agency Data);
- (h) 18 of Part 1 (Personal information);
- (i) 21 of Part 1 (Amendments);
- (j) to the extent relevant to any of the clauses listed above, 24 of Part 1 (Defined terms and interpretation);
- (k) 5 of Part 2 (Amending and supplementing the Core Services Terms and any applicable Extra Terms); and
- (l) 6.4 and 6.5 of Part 2 (Changes to Services Listings).

3. Statements of Work

- 3.1 Your provision of particular Services to the Purchasing Agency needs to be agreed in one or more Statements of Work. This clause 3 specifies the process that applies to getting a Statement of Work in place.
- 3.2 From time to time the Purchasing Agency may seek proposals from you for the provision of Services. The Purchasing Agency will provide sufficient details of the services it seeks to enable you to evaluate the request and provide a response in accordance with clause 3.3.
- 3.3 You agree to respond to the Purchasing Agency's requests under clause 3.2 within a reasonable time and, subject to clause 3.5, in each case to provide a succinct proposal containing:
 - (a) a description of the Services you will provide and, if requested, curricula vitae for proposed Personnel;
 - (b) details of your charges for those Services; and

Services to agencies need to be set out in one or more Statements of Work. This clause describes the process for getting one in place.

- (c) all other information reasonably requested by the Purchasing Agency relating to those Services.

- 3.4 Your proposal may cross-refer to relevant Services Listings.
- 3.5 You may decline a request under clause 3.2 if you (acting reasonably and in good faith) consider that you will not have sufficient resources to provide the requested Services in the requested timeframe.
- 3.6 Following receipt of your proposal under clause 3.3 (if any), the Purchasing Agency may accept, reject or request changes to the proposal. If the Purchasing Agency proposes changes, the parties will (acting reasonably and in good faith) negotiate the proposed changes with a view to agreeing the relevant statement of work.
- 3.7 Once the parties have agreed the terms on which you will provide the Services sought by the Purchasing Agency under clause 3.2, the parties will enter into a Statement of Work for those Services, following the general format of an applicable template in the Schedule to these Core Services Terms or otherwise available on marketplace.govt.nz.
- 3.8 The Purchasing Agency will not be obliged to pay any charges for the Services and you will not be obliged to start providing the Services until the Statement of Work is signed (whether physically or electronically) by both parties.
- 3.9 To avoid doubt, clause 3.7 does not prevent the parties from agreeing to adapt a form of statement of work in the Schedule to these Core Services Terms or otherwise available on marketplace.govt.nz (for example, to accommodate the nature of the work or the Purchasing Agency's standard internal business requirements for statements of work).

4. Governance

4.1 Contract Managers

- (a) The parties' Contract Managers are set out in the Subscription Form. The Contract Managers are responsible for managing the Subscription Agreement, including:
 - (i) managing the relationship between the parties;
 - (ii) overseeing the effective implementation of the Subscription Agreement; and
 - (iii) acting as a first point of contact for any issues that arise.
- (b) If a party changes its Contract Manager it must inform the other party in writing of the name and contact details of the replacement, reasonably promptly after the change.

The parties' Contract Managers deal with day-to-day contract management issues. Other key contacts can be specified in a SOW.

4.2 Other key contacts

Other key contacts relating to the provision of particular Services, and any other governance-related matters required by the Purchasing Agency, are specified in the Statements of Work for those Services.

5. Performance of the Services

5.1 General

You will perform the Services:

- (a) from the date(s) specified in the relevant Statement of Work;
- (b) in accordance with the terms of the Subscription Agreement, including so as to:
 - (i) meet any requirements and specifications set out in the Statement of Work; and
 - (ii) achieve any Milestones by their corresponding Milestone Dates, and to meet any other timeframes, specified in the Statement of Work;
- (c) with due care, skill and diligence and in a high quality, timely and efficient manner; and
- (d) using techniques, methodologies, processes and materials that accord with Good Industry Practice.

5.2 Service Levels

- (a) You will provide the Services in a manner that meets or exceeds all Service Levels (if any) specified in your Services Listings in the relevant Marketplace Catalogue or otherwise agreed with the Purchasing Agency in a Statement of Work.
- (b) If a Service Level Default occurs, you will:
 - (i) notify the Purchasing Agency in writing of the Service Level Default;
 - (ii) where possible, remedy the Service Level Default as soon as reasonably practicable;
 - (iii) keep the Purchasing Agency informed of progress in remedying the Service Level Default; and
 - (iv) if your Services Listings or the relevant Statement of Work require payment to the Purchasing Agency of Service Level Credits upon the occurrence of Service Level Defaults, deduct those Service Level Credits from your next invoice or, if there are no more invoices, pay the Purchasing Agency the amount of the Service Level Credits upon receipt of an invoice for them.

You need to provide the Services in a high quality manner, meet Milestones, and manage project delays sensibly. This clause details what's involved.

You need to meet Service Levels you've agreed to in your Services Listings or a Statement of Work and pay any Service Level Credits due (if any).

5.3 Milestones

Unless otherwise agreed in a Statement of Work, the following provisions apply in relation to any Milestones specified in the Statement of Work:

- (a) Each Milestone will be deemed complete when the Purchasing Agency has notified you in writing that it is satisfied (acting reasonably) that you have successfully completed that Milestone in accordance with the relevant part of the Statement of Work, such notification not to be unreasonably withheld or delayed.
- (b) Without limiting the Purchasing Agency's other rights, but subject to clause 5.3(d), if you fail or are likely to fail to complete a Milestone by the relevant Milestone Date (a **Project Delay**):
 - (i) you will provide full written details of the Project Delay to the Purchasing Agency as soon as practicable;
 - (ii) you will take all steps reasonably available to you to avoid and minimise the effects of the Project Delay;
 - (iii) the parties will, if requested by the Purchasing Agency, meet to review in good faith the reasons for the Project Delay;
 - (iv) you will, if requested by the Purchasing Agency, promptly prepare a rectification plan setting out how you intend to complete the relevant Milestone, the relevant timeframes for such completion and any other details reasonably required by the Purchasing Agency, and will submit such plan to the Purchasing Agency for approval (such approval not to be unreasonably withheld, delayed or conditioned); and
 - (v) you will comply with any rectification plan submitted under clause 5.3(b)(iv), together with any reasonable modifications to it requested by the Purchasing Agency.
- (c) Subject to clause 5.3(d)(v), if the Statement of Work specifies that liquidated damages are payable when a particular Milestone is not achieved by its corresponding Milestone Date, you will be liable to pay the Purchasing Agency the liquidated damages at the rates specified in the Statement of Work. Upon entering into the Statement of Work, you accept that the liquidated damages reflect the Purchasing Agency's legitimate interests in performance and are not a penalty. You will not seek to argue otherwise in any dispute or proceedings.
- (d) Where a Project Delay is caused by the Purchasing Agency or a third party (excluding your own subcontractors):

Any Milestones you need to meet will be set out in the relevant Statement(s) of Work and there's a process for dealing with delays or potential delays.

Liquidated damages for not meeting a Milestone, if any, need to be agreed in a Statement of Work. They are not payable unless agreed in a Statement of Work.

There's also a process for addressing project delays that are not your fault.

- (i) the Purchasing Agency will provide you with details of the Project Delay in writing, to the extent the Purchasing Agency has such details;
 - (ii) the parties will, if either party requests, meet to review in good faith the reasons for the Project Delay;
 - (iii) you will, if requested by the Purchasing Agency, cooperate with the Purchasing Agency in relation to the Project Delay and will use reasonable efforts to rectify the Project Delay and ensure future Milestone Dates are met;
 - (iv) you may raise a Change Request to obtain a reasonable extension of time and to recover reasonable costs incurred as a result of the Purchasing Agency's delay; and
 - (v) if, despite your compliance with sub-clauses (d)(i)-(iii), you do not complete the relevant Milestone by the relevant Milestone Date, you will not be liable for that failure to the extent the failure was caused by the Purchasing Agency or a third party.
- (e) Without limitation to the other provisions of this clause 5, where there is a Project Delay, each party will use reasonable endeavours to limit its effects.

5.4 Delivery responsibility

- (a) Except for Purchasing Agency responsibilities (if any) set out in applicable Services Listings, a Subscription Form or a Statement of Work, you will have sole responsibility for delivery of the Services.
- (b) The Purchasing Agency's acceptance or commissioning of any Services, or approval of any relevant documents, will not limit your responsibility to provide the Services in accordance with the Subscription Agreement, or prejudice any right or remedy the Purchasing Agency may have under that Subscription Agreement or at law.
- (c) You will, as soon as is practicable, notify the Purchasing Agency of problems that arise that prevent you from meeting your obligations under the Subscription Agreement.

If you're having trouble meeting your obligations, you need to tell the Purchasing Agency.

5.5 Acceptance of Deliverables

- (a) Clauses 5.5(b)-(d) apply to the review or testing of Deliverables specified in a Statement of Work unless:
 - (i) the parties have agreed upon an alternative approach to review or testing in the Statement of Work; or

- (ii) Extra Terms that apply to provision of the Deliverables contain a different approach to review or testing that is expressed as prevailing over this clause 5.5; or
 - (iii) the parties agree that this clause 5.5 will not apply.
- (b) The Purchasing Agency may, at its election, perform any review or testing it considers necessary to determine whether a Deliverable conforms to the requirements of the Subscription Agreement. The Purchasing Agency will have 10 Business Days from the date of supply of a Deliverable within which to perform such review or testing (the **Initial Test Period**). If a Deliverable does not conform to the requirements of the Subscription Agreement, the Purchasing Agency will deliver to you, on or before the expiration of the Initial Test Period, a written notice specifying each non-conformity in reasonable detail (a **Non-Conformity Notice**).
- (c) You will correct, at no additional cost to the Purchasing Agency, the non-conformities stated in the Non-Conformity Notice within a reasonable period of time. After you make the relevant corrected Deliverable available to the Buyer, the Buyer will have 10 Business Days to re-review or re-test the Deliverable (**Additional Test Period**). If any non-conformities remain, the process stated in this clause 5.5 will be repeated to the extent reasonably required by the Purchasing Agency.
- (d) The Purchasing Agency's failure to deliver a Non-Conformity Notice prior to the expiration of the applicable Initial Test Period or Additional Test Period does not limit any other rights that the Purchasing Agency may have under the Subscription Agreement.

5.6 Meetings and reporting

You will:

- (a) meet with the Purchasing Agency's nominated representatives as specified in each Statement of Work (if at all) and as otherwise agreed; and
- (b) provide the Purchasing Agency with the reports referred to in your Services Listings or relevant Statements of Work, with the content and at the intervals specified in your Services Listings or those Statements of Work.

You need to meet with the Purchasing Agency as stated in SOWs or as otherwise agreed and provide reports referred to in your Service Listings or Statements of Work.

6. Personnel

6.1 You must ensure that all of your Personnel engaged in providing the Services:

- (a) are suitably qualified and experienced;
- (b) have obtained all security clearances and passed all probity checks reasonably required by the Purchasing Agency

Your Personnel need to be capable, have security clearances required by the Purchasing Agency, comply with agency policies, and carry ID.

(including, if required, a check for criminal convictions), as specified in a Subscription Form or Statement of Work;

- (c) comply with the Purchasing Agency's health and safety policies when on its premises and with any other policies notified to you under clause 8.1(b) below;
- (d) do not represent in any way that they are employees of the Purchasing Agency; and
- (e) carry and display appropriate company identification when attending any Purchasing Agency Site.

6.2 The Purchasing Agency may require the immediate removal of any member of your Personnel from performance of your Services for the Purchasing Agency if the Purchasing Agency, acting reasonably and following prior consultation with you, determines that the individual has acted, or failed to act, in a manner that results in your breaching clause 6.1.

7. Subcontracting

- 7.1 Subject to clauses 7.5 and 7.6, you must not enter into a contract with a Subcontractor to deliver part of the Services without the Purchasing Agency's prior written approval (which the Purchasing Agency will not unreasonably withhold).
- 7.2 The Purchasing Agency may pre-approve the use of particular named Subcontractors in a Statement of Work or it may approve the use of particular Subcontractors subsequently.
- 7.3 You are responsible for ensuring the capability and capacity of any approved Subcontractor to deliver the aspect of the Services being subcontracted. You also continue to be responsible for delivering the Services even if aspects of the Services are subcontracted.
- 7.4 You will, unless otherwise agreed in writing by the Purchasing Agency on a case by case basis, use reasonable efforts to include in any subcontract obligations on the Subcontractor that are consistent with your delivery obligations under this Agreement (to the extent relevant to the subcontracted Services) and clauses 14 (Confidentiality and security) and 20.7 (Return of property).
- 7.5 Clause 7.1 does not apply in relation to Subcontractors clearly specified in your Services Listings when the Purchasing Agency is agreeing the terms of the relevant Statement of Work with you, as long as the Services Listings state who the Subcontractors are (full legal names), where they are located, and whether they will have access to Purchasing Agency Data. If the Purchasing Agency elects to enter into the Statement of Work, these Subcontractors will be deemed to be approved Subcontractors.
- 7.6 You do not need to obtain the Purchasing Agency's written approval to use, in provision of the Services, a contractor under a contract for services who, in substance, is acting as a member of your staff,

An unfettered ability to subcontract your obligations would create undue risk to the Purchasing Agency so there are some controls on subcontracting.

when that contractor is based in New Zealand. To avoid doubt, this clause 7.6 does not limit clauses 6 or 7.3-7.4.

8. General responsibilities

8.1 In addition to your other obligations, you will:

- (a) respond promptly, accurately and adequately to reasonable requests for information made by the Purchasing Agency in relation to the Services;
- (b) comply with Purchasing Agency policies notified to you in writing that have a bearing on provision of the Services (to the extent those policies are capable of applying to you and with the proviso that, if you are notified of a policy after entering into a relevant Statement of Work and compliance materially increases your costs or materially affects an aspect of the Services then compliance is subject to agreement between the parties);
- (c) ensure that those of your Personnel involved in provision of the Services comply with the policies mentioned above, obtain acknowledgements to this effect from those Personnel if required by the Purchasing Agency and provide copies of those acknowledgements to the Purchase Agency, and inform the Purchasing Agency promptly in writing if you become aware of a breach of any such policy;
- (d) comply with all applicable law relevant to provision of the Services;
- (e) use your best endeavours to avoid damaging or adversely affecting the Purchasing Agency's reputation, systems or infrastructure;
- (f) not insert or permit to be inserted any Disabling Code into the Purchasing Agency Environment; and
- (g) not engage in any activity that would give rise to a Conflict of Interest and notify the Purchasing Agency promptly in writing if you become aware of any Conflict of Interest.

You have a range of general responsibilities relating to providing information, complying with agency policies, complying with law, not damaging the Purchasing Agency's reputation or systems, avoiding the insertion of Disabling Code, and not getting caught up in conflicts of interest.

9. Records

9.1 You will, at all times during the term of the Subscription Agreement, maintain, store and archive, in electronic form, true, up to date, accurate and complete records of all invoices, reports, operating processes and procedures and other records relating to your performance of the Services (including in relation to any subcontracted elements of the Services).

You need to maintain and store complete records and allow the Purchasing Agency to inspect and copy them if requested.

- 9.2 The Purchasing Agency may inspect:
- (a) any and all of the records required to be maintained under clause 9.1; and
 - (b) any other information relevant to your performance and compliance with the terms of the Subscription Agreement,
- on at least three Business Days' notice, and may take copies of such records and information.

10. Change Procedure

- 10.1 Either party may request changes to the Services or Deliverables (**Change Request**) by delivering a written change order request to the other party. If you receive a Change Request, you will determine the impact of the requested change(s) on (as applicable) costs, timeframes, technology systems and interfaces, if any, and provide the Purchasing Agency with a proposal for a change order (**Change Order**). To avoid doubt, unless otherwise agreed in a Subscription Form or Statement of Work, you are not entitled to charge the Purchasing Agency for the time you spend in determining such impact and preparing such a proposal.

There's a simple change procedure to follow where a party wishes to request changes to Services or Deliverables.

- 10.2 The Purchasing Agency will not be liable for any charges under the Change Order and you will not be obliged to perform the requested changes unless the applicable Change Order has been signed or otherwise authorised in writing (whether physically or electronically) by the parties.

11. Payment

11.1 Fees

- (a) The Purchasing Agency will pay you:
 - (i) the Fees and GST (if any) in consideration of your Services, in accordance with this clause 11 and the relevant Statement of Work; and
 - (ii) the Administration Fee, if you are required by the Collaborative Marketplace Agreement to collect such fees to purchasing agencies and pay them periodically to DIA or MBIE, provided any such fee is clearly specified in your invoices.
- (b) Where Fees are charged on a time and materials basis they shall be charged at the Services Rates set out in the relevant Marketplace Catalogue, unless the parties agree otherwise in the Statement of Work (as applicable).
- (c) All Fees shall be in New Zealand dollars unless stated otherwise in the relevant Statement of Work.

Fees are set out or cross-referred to in Statements of Work and are to be paid in accordance with this clause and the Statements of Work.

- (d) The only Fees payable to you are the Fees set out or cross-referred to in the Statement of Work or otherwise agreed under the Change Procedure.

11.2 Invoices

You will issue the Purchasing Agency with invoices for the Fees on the dates or at the times specified in the relevant Statement of Work. Each invoice must:

- (a) be a valid tax invoice for the purposes of the GST Act;
- (b) include any applicable Administration Fee as a separate line item;
- (c) be accompanied by such information reasonably requested by the Purchasing Agency from time to time to support the Services being invoiced; and
- (d) comply with any other invoicing requirements set out in a Statement of Work,

(Valid Tax Invoice). You will send your invoices by the means and to the address specified in the Statement of Work.

11.3 Date for Payment

Subject to clause 11.4 and the terms of the applicable Statement of Work, if the Purchasing Agency receives a Valid Tax Invoice:

- (a) on or before the 3rd Business Day of the month, the Purchasing Agency must pay that Valid Tax Invoice by the 20th calendar day of that month; or
- (b) after the 3rd Business Day of the month, the Purchasing Agency must pay that Valid Tax Invoice on or before the 20th calendar day of the month following the month it is received.

11.4 Dispute over invoice

If the Purchasing Agency disputes in good faith the whole or any portion of a Valid Tax Invoice, the Purchasing Agency will pay the portion of the Valid Tax Invoice that is not in dispute, but may withhold payment of the disputed portion until the dispute is resolved. The dispute will be resolved in accordance with clause 19.

11.5 Payment terms

Unless stated otherwise in a Statement of Work, your Fees:

- (a) are exclusive of GST which, where applicable, will be added to your invoices and payable by the Purchasing Agency; and
- (b) will be paid to your nominated bank account.

11.6 Expenses

- (a) You are responsible for all expenses you incur in connection with the Subscription Agreement, unless otherwise expressly specified in the relevant Statement of Work.
- (b) If a Statement of Work specifies that you will be reimbursed for any particular expenses you incur, you must:
 - (i) produce receipts or other reasonable evidence of such expenses on request;
 - (ii) provide a Valid Tax Invoice for the expenses; and
 - (iii) follow all of the Purchasing Agency's expense guidelines and policies notified in writing to you from time to time when incurring the expenses, provided that such guidelines and policies are not inconsistent with the terms agreed by the parties as to the payment of expenses by the Purchasing Agency.

11.7 Set off

The Purchasing Agency may set-off any refund or other amount that you owe to it under the Subscription Agreement against any amount payable by the Purchasing Agency under that Agreement.

12. Warranties

12.1 Mutual warranties

The parties warrant and represent that they have full power, capacity and authority to execute, deliver and perform their obligations under the Subscription Agreement and that they have and will continue to have all the necessary consents, licences and rights to enter into and perform their obligations under the Subscription Agreement.

12.2 Your warranties

You warrant and represent that:

- (a) in offering your Services, listing them in the Marketplace and setting your prices, you have not infringed any applicable law (including the Commerce Act 1986 and Fair Trading Act 1986);
- (b) when supplied, the documentation and other information you provide to the Purchasing Agency is accurate and complete and suitable for the purpose for which it is provided; and
- (c) all Software your organisation itself uses in performing your obligations under the Subscription Agreement will be currently supported.

Both parties represent they can enter into the Subscription Agreement and perform their obligations, and you make representations relating to compliance with trading laws, the documentation and other information you provide, and the software you use.

12.3 Continuous application

The warranties and representations set out in clause 12.2, and any additional warranties and representations in any applicable Extra Terms, will be deemed to be given continuously throughout the Term of the Subscription Agreement, unless otherwise agreed.

12.4 Notification

You will promptly notify the Purchasing Agency of any non-compliance with any of the warranties in this clause 12 or in any applicable Extra Terms.

12.5 Other warranties excluded

All representations and warranties (statutory, express or implied) that are not expressly referred to above or otherwise in the Subscription Agreement are excluded to the fullest extent permitted by law.

13. Intellectual Property Rights

13.1 Existing Material

Each party retains ownership of all Intellectual Property Rights in Existing Material belonging to that party.

13.2 Deliverables

Unless otherwise agreed in writing (including in a Statement of Work), to the extent that any Deliverable comprises or incorporates any:

- (a) Existing Material, Intellectual Property Rights in that Existing Material will remain with the owner of those Intellectual Property Rights;
- (b) enhancement or modification of any Existing Material, all Intellectual Property Rights in that enhancement or modification will:
 - (i) where a party to this Agreement owns the Intellectual Property Rights in that Existing Material, vest in that party on creation; and
 - (ii) where a third party owns the Intellectual Property Rights in that Existing Material, vest in the party to this Agreement that provided or arranged the provision of that Existing Material (subject to any agreement to the contrary between that party and the applicable third party);
- (c) Developed Software, subject to sub-clauses (a) and (b) above, all Intellectual Property Rights in that Developed Software will vest in you; and

Intellectual Property Rights are important and ensuring all bases are covered requires comprehensive drafting. In a nutshell, though, you own your existing IP, the Purchasing Agency owns its existing IP, you own the new IP in software you develop for the Purchasing Agency, the Purchasing Agency owns new IP in other materials you develop for it, you won't include your or a third party's existing material in deliverables without the Purchasing Agency's consent, each party grants licences to the other, and you make an IP-related warranty and grant an IP indemnity (with some carve-outs to protect you in relation to Third Party Material and certain other things).

- (d) other material, subject to sub-clauses (a), (b) and (c) above, all Intellectual Property Rights in that other material will vest in the Purchasing Agency on creation.

The above sub-clauses are listed in descending order of priority so that, to the extent there is any conflict between any sub-clauses, sub-clause (a) will prevail over sub-clauses (b), (c) and (d), sub-clause (b) will prevail over sub-clauses (c) and (d) and sub-clause (c) will prevail over sub-clause (d). To avoid doubt, unless agreed otherwise (including in a Statement of Work), where this clause 13.2 does not confer ownership of New Intellectual Property Rights in Deliverables or arising from your provision of the Services in the Purchasing Agency, those New Intellectual Property Rights will be owned by you (or, if applicable, your subcontractor or licensor).

13.3 Further actions

If ownership of any Intellectual Property Rights described in clause 13.2 does not vest in the party entitled to ownership under the applicable sub-clause (the **Entitled Party**), the other party shall take all actions necessary (including, upon request of the Entitled Party, executing confirmatory documentation) to ensure that ownership vests in the Entitled Party.

13.4 Inclusion of Existing Material

You will obtain the Purchasing Agency's written consent before providing, incorporating, enhancing or modifying any Existing Material as part of or within any Deliverable other than where the:

- (a) Purchasing Agency provides, or arranges for the provision of, that Existing Material to you for that purpose (**Purchasing Agency Contributed Material**);
- (b) use of that Existing Material has been agreed in a Statement of Work; or
- (c) use of that Existing Material as part of or within any Deliverable is clear from the relevant Services Listing.

13.5 Licences to Purchasing Agency

- (a) Unless otherwise agreed in writing (including in a Statement of Work), to the extent that any Deliverable comprises or incorporates, or the use of any Deliverable relies on the use of any:

- (i) Existing Material;
- (ii) enhancement or modification of any Existing Material; or
- (iii) Developed Software,

in which you own or co-own the Intellectual Property Rights, you grant the Purchasing Agency, and contractors acting on

its behalf, a non-exclusive, perpetual, irrevocable and royalty free licence to exercise for the Purchasing Agency's business purposes (excluding resale), those Intellectual Property Rights.

- (b) The licence in clause 13.5(a) survives termination or expiry of the Subscription Agreement for any reason.
- (c) Unless otherwise agreed in writing (including in a Statement of Work):
 - (i) to the extent that any Deliverable incorporates or the use of any Deliverable relies on the use of any Third Party Material (that is not Purchasing Agency Contributed Material), or any enhancement or modification to that Third Party Material the Intellectual Property Rights in which are not owned by you, you:
 - (A) must ensure that the Purchasing Agency and contractors acting on its behalf have, are granted or can be granted (either directly by the applicable third party owner or by a sub-licence from you) a licence to exercise the Intellectual Property Rights in such Third Party Material or such enhancement or modification; and
 - (B) will, subject to clause 13.5(d), notify the Purchasing Agency of the terms of any direct licence or sub-licence applicable to use of the Third Party Material or enhancement or modification to the Third Party Material before incorporating it into the Deliverable (to enable the Purchasing Agency to decide whether to grant consent under clause 13.4); and
 - (ii) you must promptly notify the Purchasing Agency on becoming aware of any existing or potential claim that the receipt of a Service, any Deliverable, or the possession or use of any Deliverable, infringes any third party Intellectual Property Right or other right.
- (d) Clause 13.5(c)(i)(B) does not apply in relation to any direct licence or sub-licence applicable to use of the Third Party Material or enhancement or modification to the Third Party Material referred to in that clause where the relevant Services Listing specifies the direct licence or sub-licence and either contains the licence terms or indicates where they can be found.

13.6 Licences to you

- (a) Unless otherwise agreed in writing (including in a Statement of Work):

- (i) the Purchasing Agency grants you a non-exclusive licence to exercise, to the extent necessary to provide the Services and Deliverables and to allow you to meet your back-up, business continuity, record-keeping and archiving requirements and obligations, all Intellectual Property Rights in the Purchasing Agency's Existing Material, and any enhancement or modification to that Existing Material owned by the Purchasing Agency, provided to you by or on behalf of the Purchasing Agency under this Agreement; and
 - (ii) to the extent that any Deliverable comprises or incorporates other material referred to in clause 13.2(d), the Intellectual Property Rights in which are owned by the Purchasing Agency, the Purchasing Agency grants you a non-exclusive, perpetual, irrevocable and royalty free licence to exercise those Intellectual Property Rights for your own business purposes.
- (b) You must not exercise the rights conferred by the licences in clause 13.6(a) in a manner that breaches clause 14 (Confidentiality and security).

13.7 Title and risk

The parties agree that title to, and risk in, any media on which any Deliverable is recorded, will pass to the Purchasing Agency on delivery to the Purchasing Agency, unless otherwise agreed in writing by the parties.

13.8 Warranty

- (a) You warrant that, subject to clause 13.8(b), the Purchasing Agency's and its Personnel's receipt or use of any Service in accordance with the Subscription Agreement or use or possession of any Deliverable (in accordance with any applicable restrictions on use or possession) will not infringe any Intellectual Property Rights of any person.
- (b) The warranty in clause 13.8(a) will not apply to any Intellectual Property Rights in any Third Party Material used in providing the Service or incorporated in any Deliverable where:
 - (i) the Third Party Material is Purchasing Agency Contributed Material;
 - (ii) the Third Party Material has been provided by a Third Party Service Provider; or
 - (iii) the use or incorporation of the Third Party Material was agreed to in writing (including in any Statement of Work) or otherwise consented to under clause 13.4, provided that the Provider meets its obligations under clause 13.5(c) in relation to that Third Party Material.

- (c) The parties may agree in a Statement of Work to modify the application of clause 13.8(a) or (b) for Services or Deliverables covered by that Statement of Work.

13.9 Intellectual Property Rights indemnity

- (a) You will fully indemnify and defend the Purchasing Agency against all Losses suffered or incurred by the Purchasing Agency as a result of any third party Intellectual Property Right infringement claim resulting from a breach of the warranty under clause 13.8(a) (**IP Claim**).
- (b) Each party will promptly notify the other party in writing upon becoming aware of any IP Claim.
- (c) Unless and to the extent otherwise required by a Purchasing Agency that is a department of the Crown (given the Cabinet Directions for the Conduct of Crown Legal Business), you will control the conduct of any IP Claim and all negotiations for its settlement or compromise but in all cases will:
 - (i) consult with the Purchasing Agency and keep it fully informed of such matters;
 - (ii) obtain the Purchasing Agency's prior written approval to any proposed settlement or compromise (such approval not to be unreasonably withheld or delayed); and
 - (iii) use all reasonable endeavours to ensure that the Purchasing Agency's name and business reputation are not adversely affected by any such steps taken.
- (d) The Purchasing Agency will co-operate with you in defending or settling any IP Claim under this clause 13.9 and will endeavour to make its employees available to give statements, information and evidence as you may reasonably request.
- (e) If any Deliverables or Services, or the Purchasing Agency's use or possession of any of them, infringe the Intellectual Property Rights of any person, or if the Purchasing Agency is otherwise unable to enjoy the full benefit of the Services and Deliverables as a result of an IP Claim, you will, at your expense and without limiting the Purchasing Agency's other rights and remedies:
 - (i) replace or modify the Deliverables or Services so they no longer infringe but still comply with the Subscription Agreement; or
 - (ii) obtain a licence to enable the Purchasing Agency to use the relevant Deliverables or Services on terms acceptable to the Purchasing Agency, and pay all fees for that licence.

- (f) The indemnity in clause 13.9(a) does not apply to the extent that the IP Claim is caused by:
 - (i) the Purchasing Agency's breach of the Subscription Agreement;
 - (ii) either Party's authorised use of Intellectual Property Rights or Purchasing Agency Data, supplied by the Purchasing Agency;
 - (iii) modifications to the Deliverables that have not been made by you; or
 - (iv) the combination, operation or use of the Deliverables with any other software, equipment or other item that has not been specifically approved by you.

13.10 Source Materials

Unless specified otherwise in a Statement of Work, you must provide all Developed Software (if any) to the Purchasing Agency in object code form and you must also provide the Purchasing Agency with the Source Materials for that Software at the same time.

13.11 Know how

Nothing in the Subscription Agreement restricts the Purchasing Agency or you from using any general ideas, concepts, know-how or techniques which either party, individually or jointly, develops or discloses under the Subscription Agreement, except to the extent such use infringes the Intellectual Property Rights of the other party or any confidentiality obligations under clause 14.

14. Confidentiality and security

14.1 Protection of confidential information, use of Purchasing Agency Data, and personal information

The protection of Confidential Information and the use of Purchasing Agency Data and Personal Information are addressed in clauses 15, 17 and 18 of Part 1 (General Terms) of the Collaborative Marketplace Agreement and those clauses are incorporated into the Subscription Agreement by clause 2.1 of these Core Services Terms. The remainder of this clause 14 applies in addition to those clauses.

This clause addresses a range of important matters relating to confidentiality and security.

14.2 Purchasing Agency Data

- (a) You will:
- (i) not use any of the Purchasing Agency Data for your own purposes or for any other purposes different from those contemplated by the Subscription Agreement;
 - (ii) not, subject to sub-clause (b), permit any of the Purchasing Agency Data to be:
 - (A) transferred or stored outside of New Zealand, and any Additional Territory specified in a Statement of Work; or
 - (B) processed or stored by Subcontractors, offshore cloud services or other Third Party Service Providers other than those specified in a Statement of Work,unless:
 - (C) specific details of the relevant offshore territories, Subcontractors, offshore cloud services or other Third Party Service Providers (including where they would store and process Purchasing Agency Data) are contained in the relevant Services Listing(s); or
 - (D) authorised by the Purchasing Agency in writing in relation to specific named territories, Subcontractors, offshore cloud services or other Third Party Service Providers (as applicable); and
 - (iii) ensure that all Purchasing Agency Data (and any backup archives of Purchasing Agency Data) in your possession or control are kept secure and are managed and protected and only disclosed or otherwise dealt with in accordance with the Subscription Agreement.
- (b) To avoid doubt, clause 14.2(a)(ii) shall not, subject to any express restriction in a Statement of Work, be read as preventing you from using telecommunications networks (which by their nature may involve international routing via the Internet) to communicate with or provide the Services, as long as:
- (i) any transfer of the Purchasing Agency Data outside of the territories and cloud services permitted by clause 14.2(a)(ii) is only for Internet routing purposes; and
 - (ii) the Purchasing Agency Data is encrypted and not accessible by persons who are not authorised to access the data.

Purchasing Agency Data is not to be used for unauthorised purposes, and there are controls around transferring it to other service providers and offshore. At the same time, the parties can agree to such transfers in their SOWs and, if you've been clear about such transfers in your Services Listings when a SOW is entered into, the transfers are permissible unless stated otherwise in the SOW.

14.3 Security risk

If either party becomes aware or suspects that:

- (a) there is a material vulnerability in the Services;
- (b) any unauthorised person has obtained access to the technology systems or any Confidential Information of the other party or the Purchasing Agency Data;
- (c) any person has used any Confidential Information or Purchasing Agency Data for purposes not authorised or permitted by the Subscription Agreement; or
- (d) any other unauthorised access or other incident (including compromise or unauthorised exfiltration of Purchasing Agency Data) has occurred that threatens the security or integrity of the Services or any Confidential Information or Purchasing Agency Data,

the following steps shall be taken, as applicable:

- (e) it will notify the other party as soon as possible;
- (f) where the incident concerns unauthorised access, promptly take such steps as are reasonably available to it to identify the person or persons who have gained access and, in your case, provide the Purchasing Agency with such information to assist with investigation of the incident as the Purchasing Agency reasonably requests; and
- (g) take all reasonable steps to stop such unauthorised access or incident and prevent its reoccurrence.

If a party becomes aware of or suspects a security risk, it needs to take the steps specified in this clause.

15. Liability

15.1 Purchasing Agency liability

Subject to clause 15.3 and unless agreed otherwise in a Subscription Form or Statement of Work, the maximum aggregate liability of the Purchasing Agency to you for all Losses under or in connection with the Subscription Agreement or its formation (in addition to the Fees) is \$100,000.

Both parties' liability is subject to specified caps, subject to some carve-outs for things like the indemnities you grant, and each party's liability for breaching the confidentiality and security obligations (to which a different cap applies).

15.2 Your liability

- (a) Despite any other provision of the Subscription Agreement, you will not be liable for any failure to meet your obligations under the Subscription Agreement (including any Milestones or Service Levels) to the extent such failure is caused by:
 - (i) any breach of the Agreement by the Purchasing Agency; or
 - (ii) any act or omission of the Purchasing Agency's other contractors or suppliers (excluding your Subcontractors)

involved with the subject matter of the relevant Statement(s) of Work.

- (b) Subject to clause 15.3 and unless agreed otherwise in a Subscription Form or Statement of Work, your total aggregate liability under or in connection with the Subscription Agreement in any 12 month period, whether in contract or tort (including negligence) or otherwise, is limited to an amount equal to the greater of:
 - (i) \$500,000; or
 - (ii) two times the total amount of Fees paid to the Provider by the Purchasing Agency in the preceding 12 months.

15.3 Exclusions and expanded maximum liability

Unless agreed otherwise in a Subscription Form or Statement of Work, clauses 15.1 and 15.2(b) will not apply to, and will not limit:

- (a) your liability for any claim made under clause 13.9 (Intellectual Property Rights Indemnity) or 16 (General indemnities); or
- (b) either party's liability for a breach of clause 14 (Confidentiality and security), for which the maximum aggregate liability of either party for all Losses in relation to all claims in any 12 month period will be \$1,000,000.

15.4 Loss of profits and revenue and indirect loss

Subject to clauses 13.9 (Intellectual Property Rights Indemnity) and 16 (General indemnities) and the Purchasing Agency's obligation to pay Fees that are properly due, neither party will be liable under or in connection with the Subscription Agreement for any:

- (a) loss of profits or revenue; or
- (b) Indirect or Consequential Loss,

arising out of or in connection with the performance or non-performance of the Subscription Agreement.

15.5 Source of liability

The limitations and exclusions of liability in this clause 15 will apply however liability arises, whether in contract, equity, tort (including negligence), breach of statutory duty or otherwise.

15.6 Mitigation

Each party will take reasonable steps to mitigate any claim or loss sustained or incurred as a result of any breach or default of the other party.

Except for recovery under an indemnity, liability for loss of profits or revenue and indirect or consequential loss is excluded.

15.7 Force Majeure Event

Neither party will be liable to the other for any failure to perform any of its obligations under the Subscription Agreement to the extent the failure is caused by a Force Majeure Event, provided that the party seeking to rely on this clause has:

- (a) notified the other party as soon as practicable after the Force Majeure Event occurs and provided full information concerning the Force Majeure Event, including an estimate of the time likely to be required to overcome it;
- (b) used all reasonable endeavours to overcome the Force Majeure Event and minimise the loss to the other party; and
- (c) continued to perform its obligations under this Agreement as far as practicable.

Neither party is liable for performance failures to the extent they're caused by Force Majeure Events, as long as certain steps are followed.

16. General indemnities

16.1 You will at all times indemnify the Purchasing Agency and its officers, employees and agents from and against any and all Losses awarded against, incurred or suffered by them, caused by any:

- (a) unlawful or malicious act or omission by you or your Personnel; or
- (b) personal injury, death, or loss of or damage to tangible property (which, to avoid doubt, excludes software), due to an act or omission of you or your Personnel.

You grant a small number of indemnities relating to unlawful or malicious conduct, personal injury or death, and damage to property.

17. Insurance

17.1 During the Term and for a period of two years following the effective date of expiry or termination of the Subscription Agreement, you will, at your own expense, ensure that you maintain adequate insurance in respect of your potential liability under the Subscription Agreement. If specific insurance requirements are specified in a Statement of Work, you must comply with those requirements. You will, at the Purchasing Agency's request, promptly provide satisfactory evidence that you have complied with this clause.

You need to maintain insurance.

18. Performance issues

18.1 Without limiting the Purchasing Agency's other rights, if at any time you breach the Subscription Agreement or you have notified the Purchasing Agency of a likely breach (a **Performance Issue**):

- (a) you will immediately take all reasonable steps to minimise or mitigate the Performance Issue and its impact on the Purchasing Agency; and
- (b) the Purchasing Agency may, by notice to you setting out its grounds (**Performance Notice**), require you to prepare a plan to remedy the Performance Issue (**Remedial Plan**) in accordance with clause 18.2.

There's a process to help address performance issues before matters get out of hand.

- 18.2 As soon as possible after receipt of a Performance Notice (and in any event within five Business Days) you will, in consultation with relevant Purchasing Agency Personnel, prepare and provide to the Purchasing Agency a proposed Remedial Plan setting out:
- (a) details of the Performance Issue;
 - (b) a plan setting out the steps you will take to eliminate, and mitigate the effect of, the Performance Issue and prevent the Performance Issue from recurring, as applicable; and
 - (c) success criteria to determine whether the Performance Issue has been rectified.
- 18.3 You will promptly and, in any event, within two Business Days of a request by the Purchasing Agency, make such amendments to the proposed Remedial Plan as the Purchasing Agency may reasonably require, provided you receive the Purchasing Agency's reasonably required amendments within 10 Business Days of the Purchasing Agency's receipt of the proposed Remedial Plan from you.
- 18.4 Any dispute as to the contents of the Remedial Plan will be resolved in accordance with clause 19.
- 18.5 Once the Purchasing Agency has approved the Remedial Plan in writing it will be effective for the purposes of the Subscription Agreement and you will implement it in accordance with its terms and the Subscription Agreement.

19. Disputes

- 19.1 Subject to clause 19.4, if a dispute arises in relation to the Subscription Agreement or its formation, the parties will attempt to resolve the dispute using the dispute resolution process set out below before pursuing any other remedies available at law or otherwise.
- 19.2 If either party receives notice of a dispute, the parties will work together in good faith to resolve the dispute via negotiation and will escalate the dispute to appropriate levels within their respective organisations.
- 19.3 If the dispute is not resolved under clause 19.2 within 20 Business Days of a party receiving a notice under that clause, then either party may, by written notice to the other party (**Mediation Notice**), require the dispute to be submitted to mediation in New Zealand in accordance with the provisions of the then-current Resolution Institute Agreement to Mediate (New Zealand Version) (**Mediation**). The Mediation will be conducted by a mediator, and at a fee, agreed by the parties. If the parties fail to agree such matters within 10 Business Days following the date of the delivery of the Mediation Notice, the Chair for the time being of the Resolution Institute will select the mediator and determine the mediator's fee. The parties will share equally the cost of the mediator's fee. The Purchasing

If a dispute arises, the parties need to try to resolve it sensibly, and if necessary through mediation, before approaching the courts.

Agency may, but is not required, to allow your representatives to participate in the Mediation from outside New Zealand via online means.

- 19.4 Nothing in this clause 19 will prevent either party, at any time, from seeking any urgent interlocutory relief from a court of competent jurisdiction in relation to any matter that arises under the Subscription Agreement.
- 19.5 Subject to clause 19.4, a party to the dispute will only be entitled to pursue other remedies available to it at law or otherwise, if the parties have failed to resolve the dispute within 20 Business Days after commencement of the Mediation.
- 19.6 In the event of a dispute between the parties concerning the Subscription Agreement, you will continue to provide the Services unless the Purchasing Agency requires otherwise in writing.

20. Termination

20.1 Termination by Purchasing Agency for cause

The Purchasing Agency may immediately terminate its Subscription Agreement or one or more Statements of Work, at any time by notice in writing to you if:

- (a) you are in material breach of the Subscription Agreement, the breach is capable of remedy and the breach is not remedied within 20 Business Days of your receiving written notice specifying the material breach and requiring its remedy;
- (b) you are in material breach of the Subscription Agreement and the material breach is not capable of remedy;
- (c) you undergo a Change of Control that you are reasonably able to notify the Purchasing Agency of before it occurs but you fail to do so;
- (d) you undergo a Change of Control and the Purchasing Agency believes on reasonable grounds that either, as a result of such change, you are unlikely to be able to perform your obligations under the Subscription Agreement, or the Change of Control raises significant security concerns for the Purchasing Agency, provided that before terminating under this clause 20.1(d) the Purchasing Agency must raise its concerns with you and give you a reasonable opportunity to address those concerns;
- (e) you cease or threaten to cease to carry on all or substantially all of your business or operations;
- (f) you are declared or become bankrupt or insolvent, are unable to pay your debts as they fall due, enter into a general assignment of your indebtedness or a scheme of arrangement

Both parties have various termination rights, in relation to the Subscription Agreement and particular Statements of Work.

or composition with creditors, or take or suffer any similar or analogous action in consequence of debt; or

- (g) you have a trustee, manager, administrator, administrative receiver, receiver, inspector under legislation or similar officer appointed in respect of the whole or any part of your assets or business, or an order is made or a resolution is passed for your liquidation.

20.2 Termination by Purchasing Agency for convenience

The Purchasing Agency may terminate:

- (a) any Statement of Work at any time by giving you at least 10 Business Days' written notice (or such other period of notice, if any, as may be specified in the Statement of Work); or
- (b) its Subscription Agreement at any time by giving you at least 20 Business Days' written notice.

20.3 Termination for Force Majeure

The Purchasing Agency may terminate its Subscription Agreement or any Statement of Work by notice in writing to you, with immediate effect on the date specified in that notice, if you have been unable to provide all, or a substantial part, of the Services in accordance with the Subscription Agreement as a result of a Force Majeure Event for a continuous period of 20 Business Days.

20.4 Termination by Provider

- (a) You may immediately terminate the Subscription Agreement or a Statement of Work at any time by written notice to the Purchasing Agency if:
 - (i) the Purchasing Agency fails to pay any Fees that are not the subject of a dispute under clause 11.4 by the due date and if the failure to pay is not remedied within 20 Business Days of the Purchasing Agency receiving written notice from you specifying the failure to pay, requiring payment and specifying that failure to pay within 20 Business Days of receipt of the notice may result in your terminating the Subscription Agreement; or
 - (ii) the Purchasing Agency is in material breach of the Subscription Agreement, other than a failure to pay any Fees, and the material breach is not remedied within 20 Business Days of the Purchasing Agency receiving notice specifying the material breach, requiring its remedy and specifying that failure to remedy may result in termination.
- (b) You may terminate the Subscription Agreement or all or the material part of a relevant Statement of Work if:

- (i) you are ceasing to provide a Service in reliance on clause 6.4 of Part 2 (Channel Terms for Consultancy and Professional Services and Managed Services (C&PS/MS Terms) (Standard)) of the Collaborative Marketplace Agreement (which is incorporated into this Subscription Agreement by clause 2.1(l) of the Core Services Terms); and
- (ii) you are providing that Service to the Purchasing Agency under the relevant Statement of Work,

provided you comply with the notice requirements of clause 6.5 of Part 2. To avoid doubt, this clause 20.4(b) only entitles you terminate the Subscription Agreement, or all of a Statement of Work, if the only Service you providing to the Purchasing Agency is the Service that you are ceasing to provide.

20.5 Effect of termination

- (a) Except as is otherwise provided in the Subscription Agreement, termination or expiry of the Subscription Agreement will not affect:
 - (i) any rights and remedies available to a party under the Agreement which have accrued up to and including the date of termination or expiry; and
 - (ii) the provisions of the Agreement which expressly, or by their nature, survive termination or expiry, including clauses 13 (Intellectual Property Rights), 14 Confidentiality and security), 15 (Liability), 16 (General indemnities), 17 (Insurance), 19 (Dispute) and 20 (Termination).

Termination or expiry doesn't affect accrued rights or provisions that survive termination or expiry.

20.6 If the Purchasing Agency terminates its Subscription Agreement or a Statement of Work for convenience under clause 20.2, you will be entitled to recover your reasonable fees for time spent providing the Services up to the date of effective termination, even if:

- (a) under the relevant Statement of Work payment for a given Milestone is tied to completion of the Milestone and the Milestone will not be met due to the date of effective termination; or
- (b) the Statement of Work is for an overall fixed price,

unless the parties have expressly agreed otherwise in the applicable Statement of Work.

If the Purchasing Agency terminates for convenience, you can recover reasonable fees already incurred.

20.7 Return of property

After expiry or termination of the Subscription Agreement, each party will, within five Business Days of written request from the other party, return to the other party (or if requested securely destroy) all of the other party's:

- (a) property; and
- (b) Confidential Information,

except to the extent that such property or Confidential Information:

- (c) is required to comply with any disengagement process;
- (d) is licensed under clause 13 (Intellectual Property Rights);
- (e) is required to be retained by the Public Records Act 2005 or any other law;
- (f) is required to be retained by a party to enable it to defend itself in a dispute; or
- (g) in your case, is required by law or regulation to be retained or is required to be retained for the purposes of your internal auditing policy.

On termination or expiry, property and Confidential Information needs to be returned or destroyed on request (subject to some listed exceptions).

21. General

21.1 Assignment

- (a) You may not assign, transfer, novate, charge, pledge or otherwise encumber the Subscription Agreement, or any of your rights or obligations under it, without first obtaining the Purchasing Agency's written consent.
- (b) The Purchasing Agency may assign, transfer or novate any or all of its rights and obligations under the Subscription Agreement to any Eligible Agency by giving at least 10 Business Days' notice in writing to you. If, during that 10 Business Day period, you raise concerns about the proposed assignment, transfer or novation that cannot be resolved to both parties' satisfaction, you may terminate the Subscription Agreement on written notice to the Purchasing Agency. Otherwise, you will execute any documentation the Purchasing Agency reasonably requires to record or complete such assignment, transfer or novation.

This clause contains a range of standard provisions relating to assignment, waiver, invalidity, the nature of the parties' relationship, the entirety of the Subscription Agreement, remedies, notices, governing law, electronic signatures and contract document counterparts, and further assurances.

21.2 No waiver

- (a) A delay, neglect or forbearance by a party in enforcing any provision of the Subscription Agreement against the other will not waive or limit any right of that party.

- (b) No provision of the Subscription Agreement will be considered waived by a party unless that party waives the provision in writing.
- (c) The parties will not treat a waiver by a party of any breach as a waiver of any continuing or re-occurring breach, unless the parties have expressly agreed to do so in writing.

21.3 Invalid clauses

If any part of the Subscription Agreement is held to be invalid, unenforceable or illegal for any reason, the Subscription Agreement will be deemed to be amended by the addition or deletion of wording necessary to remove the invalid, unenforceable or illegal part, but otherwise to retain the provisions of the Agreement to the maximum extent permissible under applicable law.

21.4 Relationship

The Subscription Agreement will not create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties, except to the extent expressly stated otherwise (including in a Statement of Work). Except to the extent expressly permitted, neither party may make or allow anyone to represent that any such relationship exists between the parties.

21.5 Entire agreement

The Subscription Agreement contains the whole of the contract and understanding between the parties in respect of the matters covered by it and supersedes all prior representations, agreements, statements and understandings between the parties in respect of those matters, whether verbal or in writing.

21.6 Remedies cumulative

The rights of the parties under the Subscription Agreement are cumulative. The parties do not exclude any rights provided by law, unless otherwise expressly stated in the Agreement.

21.7 Notices

- (a) Every notice or other formal communication expressly contemplated in this Agreement (**Notice**) shall:
 - (i) be in writing (which can include email); and
 - (ii) be delivered in accordance with clause 21.7(b).
- (b) A Notice may be given by:
 - (i) delivery to the physical address of the relevant party;
 - (ii) email to the email address of the relevant party; or

- (iii) posting it by pre-paid post to the postal address of the relevant party.
- (c) A Notice given in the manner specified in:
 - (i) clause 21.7(b)(i) is deemed received at the time of delivery;
 - (ii) clause 21.7(b)(ii) is deemed received upon actual receipt and acknowledgment by the recipient; and
 - (iii) clause 21.7(b)(iii) is deemed received 3 Business Days after (but exclusive of) the date of posting.
- (d) For the purposes of this clause 21.7 your and the Purchasing Agency's address details are set out in the Subscription Form.

21.8 Governing Law

The Subscription Agreement is governed by New Zealand law. Without limiting clause 19.4, the parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to the Subscription Agreement and its formation.

21.9 Electronic signatures and counterparts

The Subscription Form and any Statement of Work may be signed:

- (a) electronically, using any technological means acceptable to the Purchasing Agency; and
- (b) in any number of counterparts (including scanned PDF copies) all of which, when taken together, will constitute one and the same agreement. A party may enter into the Subscription Agreement or a Statement of Work by signing any counterpart.

21.10 Further assurances

Each party will do all things and execute all documents reasonably necessary to give effect to the terms of the Subscription Agreement.

22. Definitions and interpretation

22.1 In the Subscription Agreement, the following terms have the following meanings and references to clauses are to clauses in these Core Services Terms, unless the context requires otherwise:

These terms have the particular meanings given to them.

Administration Fee means a fee that may be charged to purchasing agencies that contributes to the costs of providing and administering the Marketplace (and may be collected by the provider for payment to DIA or MBIE) when purchasing agencies procure services through or via the Marketplace;

Business Day means any day other than a Saturday, a Sunday or a public holiday (as defined in the Holidays Act 2003) in Wellington, New Zealand;

Cabinet Directions for the Conduct of Crown Legal Business

means the directions by that or similar name available at <https://dpmc.govt.nz>;

Change of Control means in relation to a body corporate, where a person acquires Control of the body corporate or where a person who Controls the body corporate ceases to do so;

Change Order has the meaning in clause 10.1;

Change Procedure means the procedure for changes specified in clause 10;

Change Request has the meaning in clause 10.1;

Commencement Date has the meaning in clause 1.1(a);

Confidential Information means, in relation to a party, all information of a confidential or otherwise sensitive nature, whether written, electronic or otherwise, and whether marked or identified as being confidential, relating to that party or its business operations and, in relation to the Purchasing Agency, includes the Purchasing Agency Data and any information relating to any Eligible Agency or its business operations;

Conflict of Interest means a situation where a party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under the Subscription Agreement;

Consultancy and Professional Services and **C&P Services** mean the consultancy and professional services in relation to which you have sought and obtained consent for Services Listings in the Marketplace pursuant to the On-boarding Process for the C&PS Channel;

Contract Managers means the personnel named as such in the Subscription Form with the responsibilities listed in clause 4.1;

Control means, in relation to a body corporate, the ability of a person to ensure that the activities and business of the body corporate are conducted in accordance with the wishes of that person, whether through ownership of voting shares, contract or otherwise. Without limitation, the direct or indirect beneficial ownership of more than 50% of the voting shares of a body corporate is deemed to constitute Control;

C&PS Channel means the Consultancy and Professional Services Channel;

Deliverable means all documentation, software, applications and other materials provided, or to be provided, by you under or in connection with the Subscription Agreement, as specified in each Statement of Work or otherwise arising from performance of the Services (but, to avoid doubt, does not include your separate working papers);

Developed Software means the Software developed, created or commissioned by you under or in connection with the Subscription Agreement as specified in a Statement of Work;

DIA means the Department of Internal Affairs;

Disabling Code means any program code or programming instructions, or any thing or device, which is designed to damage or otherwise adversely affect the operation of the Services or the security or integrity of Confidential Information or Purchasing Agency Data, including malicious code, trojan horses, worms, spyware, malware, computer viruses, logic bombs, backdoors, disabling code and other similar things;

Eligible Agency has the meaning in clause 24 of Part 1 (General Terms) of the Collaborative Marketplace Agreement, available at marketplace.govt.nz;

Existing Material means all software, applications, documentation and other material (including any data or dataset accompanying or included in any such material) that existed prior to the Commencement Date or was developed or acquired outside of the Subscription Agreement;

Extra Terms means terms that apply by default to certain categories of services within the C&PS Channel and/or the MS Channel, and form part of a Subscription Agreement when a Purchasing Agency procures these categories of Services;

Fees means the fees set out or to be set out in any or all Statements of Work (including where relevant by way of cross-referencing to the applicable Marketplace Catalogue);

Force Majeure Event means, in relation to either party (**Affected Party**), an event or circumstance beyond the reasonable control of the Affected Party, including:

- (a) earthquake, tsunami, volcanic eruption, flooding or other natural disaster;
- (b) an act of public enemy, or declared or undeclared war or threat of war; or
- (c) terrorist act, blockade, revolution, riot, insurrection, civil commotion or public demonstration (other than one caused by the Affected Party),

but not including any event or circumstance, or any failure to comply with any term of the Subscription Agreement arising from such event or circumstance, that is constituted by the insolvency of either party or lack of funds or that could have been avoided by the Affected Party's exercise of business continuity or other reasonable business practices;

Good Industry Practice means, in relation to your performance of the Services, the exercise of the skill, diligence, prudence, foresight and judgement that would be expected from a highly skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

GST means goods and services tax payable under the GST Act;

GST Act means the Goods and Services Tax Act 1985;

Indirect or Consequential Loss means loss that does not arise as a direct, natural and/or probable result of the act or omission complained of;

Infrastructure and **Provider Infrastructure** mean the information technology and telecommunications infrastructure and environment you use to provide the relevant Services;

Initial Term has the meaning in clause 1.1(b)(i);

Intellectual Property Rights means all industrial and intellectual property rights whether conferred by statute, at common law or in equity, including all copyright, rights in relation to inventions (including all patents and patent applications), trade secrets, rights in relation to designs, rights in relation to trade marks, business names and domain names;

Losses means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis);

Managed Services means the managed services in relation to which you have sought and obtained consent for Services Listings in the Marketplace pursuant to the On-boarding Process for the MS Channel ;

Marketplace means the Government's marketplace at marketplace.govt.nz;

Marketplace Catalogues has the meaning in clause 24 of Part 1 (General Terms) of the Collaborative Marketplace Agreement;

MBIE means the Ministry of Business, Innovation & Employment;

MS Channel means the Managed Services Channel;

New Intellectual Property Rights means Intellectual Property Rights that you (or, if applicable, your subcontractor or licensor) create in the course of providing the Services;

Personnel includes employees, agents, officers, independent individual contractors and Subcontractors;

Purchasing Agency has the meaning in the Subscription Form;

Purchasing Agency Contributed Material has the meaning in clause 13.4(a);

Purchasing Agency Data means any content, materials, data and information that:

- (a) a Purchasing Agency provides to you in the context of using or receiving your Services;
- (b) Users provide to you or enter into your products or services (such as a website or other online platform) solely for the purposes of using your Services for or in connection with roles performed by the Purchasing Agency; and
- (c) you collect, process, transmit, access, create or use solely in connection with, or solely in the course of your performance under, this Marketplace Agreement or an Agency Purchase Agreement,

but, to avoid doubt, does not include aggregated and fully de-identified statistics that you or your Services generate relating to customers' use of your Services;

Purchasing Agency Environment means a Purchasing Agency's:

- (a) business, organisational, technical and commercial processes and procedures; and
- (b) information technology and telecommunications infrastructure and environment,

as they exist from time to time, which interface with the Services or the Provider Infrastructure and are necessary for the Purchasing Agency and Users to receive the full benefit of the Services;

Service Level Credits means the credits that are payable by you to the Purchasing Agency upon the occurrence of a Service Level Default, as specified in a Statement of Work (if any);

Service Level Default means a failure to meet a Service Level;

Service Levels means the standards of service described as service levels and specified in your Services Listings in the Marketplace Catalogue or in a Statement of Work;

Services means C&P Services and/or Managed Services, as applicable;

Services Listings means entries in the Marketplace Catalogues for particular Services available for purchase, subscription or consumption by Eligible Agencies;

Services Rates means the rates charged for Services, when you charge on a time, materials and/or other unit-based basis, as set out in the applicable Marketplace Catalogue;

Site means each location at which your obligations under the Subscription Agreement are to be performed;

Software means:

- (a) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (b) recorded information comprising source code, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled;

Source Materials means the source code, algorithms and all other information, materials and documents necessary to enable a reasonably skilled person to maintain, amend and enhance the relevant software without reference to any other person or document and whether in eye-readable or machine-readable form;

Statement of Work means a statement of work entered into under a Subscription Agreement in accordance with clause 3 of these Core Services Terms;

Subcontractor means a person, business, company or organisation that you contract or propose to contract to deliver or perform part of your Services under the Subscription Agreement but, to avoid doubt, does not include a provider to you of goods or services that are incidental to, or which otherwise represent an immaterial part (in quantity or significance) of, your obligations under the Subscription Agreement (as long as they do not obtain Purchasing Agency Data);

Subscription Agreement means the agreement under which the Purchasing Agency is able to purchase Services listed in the C&PS Channel and MS Channel of the Marketplace, comprising a Subscription Form, these Core Services Terms, any Extra Terms that apply and all Statements of Work;

Subscription Form means the form the parties complete to create a Subscription Agreement;

Term has the meaning described in clause 1;

Third Party Material means any Existing Material, the Intellectual Property Rights in which are owned by a third party;

Third Party Service Provider means any service provider other than you or your Subcontractors; and

User means any person using, or interacting with, the relevant Services and Provider Infrastructure in the course of employment or other work for, or to receive a service from, the Purchasing Agency, including Purchasing Agency Personnel.

22.2 The Background section of these Core Services Terms forms part of the Terms and has legal effect.

22.3 In the Subscription Agreement, unless the context requires otherwise:

- (a) references to the singular include the plural and vice versa;
- (b) references to a party include that party's successors, executors, administrators and permitted assignees (as the case may be);
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) an obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (e) references to any statute include any amendment to, or replacement of, that statute and any subordinate legislation made under it;
- (f) wherever the words "includes" or "including" (or similar words) are used, they are deemed to be followed by the words "without limitation";
- (g) except as otherwise expressly stated, monetary references are references to New Zealand currency; and
- (h) if there is any conflict between the terms of the Subscription Agreement, the following order of precedence will, unless expressly stated otherwise, apply:
 - (i) executed Statements of Work;
 - (ii) the Subscription Form;
 - (iii) any applicable Extra Terms;
 - (iv) the Core Services Terms.

Schedule: Statement of Work templates

Introduction

Two Statement of Work templates are attached:

- **Statement of Work (General) – Consultancy and Professional Services:** This template should be used when a Purchasing Agency is procuring Services from a Provider in the Consultancy and Professional Services Channel.
- **Statement of Work (General) – Managed Services:** This template should be used when a Purchasing Agency is procuring Services from a Provider in the Managed Services Channel.

The core of each Statement of Work template is the same but the template for the Managed Services Channel builds upon the other template, in that it includes fields for additional matters contemplated by the Extra Terms for Managed Services that are not contemplated by the Core Services Terms that apply to both Channels.

As the Government adds further service categories to these two Channels, it may add further Statement of Work templates. For example, it may add a "Statement of Work (Agile) – Consultancy and Professional Services Channel".

Drafting notes

- The attached templates are intended to provide helpful starting points for Purchasing Agencies and Providers but may need amending to suit the particular circumstances.
- As noted in clause 3.9 of the Core Services Terms, the parties may agree to adapt the form of the provided templates (for example, to accommodate the nature of the work or the Purchasing Agency's standard internal business requirements for statements of work). Note, however, that the templates have been designed to fit in with the Subscription Agreement and that the parties must not remove the row relating to the Administration Fee.
- All matters inside square brackets need to be considered and amended as appropriate and all instruction text and square brackets need to be removed prior to signing a Statement of Work.



Statement of Work (General) – Consultancy and Professional Services

Introduction

This is a Statement of Work (SOW) under the Subscription Agreement referred to below. The Subscription Agreement was formed pursuant to the Channel Terms for Consultancy and Professional Services and Managed Services (Standard) which are part of the Collaborative Marketplace Agreement at marketplace.govt.nz. The SOW records the terms on which the Provider named below will provide the specified Services to the Purchasing Agency stated below. Unless the context requires otherwise, terms defined or referred to in the Subscription Agreement have the same meaning in this SOW and the rules of interpretation in the Subscription Agreement apply to this SOW.

Parties and Subscription Agreement / Statement of Work details

Provider:	[insert full name of Provider and, if a company, the company number or NZ business number] (Provider, you, your)
Purchasing Agency:	[Insert full Purchasing Agency name and, if a company, the company number or NZ business number] (Purchasing Agency, we, us)
SOW for:	[insert short description]
SOW #:	[insert number]
Under Subscription Agreement dated:	[insert date]
Initial Term of Subscription Agreement <small>(Ref: Clause 1.1(b) Core Services Terms)</small>	[Under clause 1.1(b) of the Core Services Terms, Subscription Agreements have an initial term of 2 years, unless the parties agree to a shorter initial term in their first SOW. Parties may wish to agree to a shorter initial term where an agency is clear that it is only seeking a contained set of Services in a single SOW that will last less than 2 years. They may want the whole Subscription Agreement to end at the end of the SOW. If so, the parties can enter in an initial term here that is less than 2 years. If not, this row can be deleted.]
SOW Start Date <small>(Ref: Clause 1.3 Core Services Terms)</small>	[Insert commencement date of work under SOW]
SOW End Date <small>(Ref: Clause 1.3 Core Services Terms)</small>	[Insert end date of work under SOW]

Service description and related matters

1.	Services	<p>The Provider will provide the following Services to the Purchasing Agency and in accordance with the following timeframes.</p> <p>(Specific Milestones/Deliverables and Milestone Dates (if any) are specified further below.)</p>										
		<p>Service (Attach a more detailed Service description and statement of requirements if required)</p>		<p>Timeframe</p>								
2.	<p>Key contacts (Ref: Clause 4.2 Core Services Terms)</p>	<p>The parties' Contract Managers are specified in the Subscription Form and their roles are listed in clause 4.1 of the Core Services Terms. Other key contacts for this SOW (if any) are as stated below.</p>										
			Contact(s)	Role(s)								
		Purchasing Agency										
		Provider										
3.	<p>Service Levels (if any) (Ref: Clause 5.2 Core Services Terms)</p>	<p>[Choose one option, insert relevant details and delete remainder.]</p> <p>You will meet or exceed the Service Levels specified in the Services Listings for the Services in the relevant Marketplace Catalogue.</p> <p>or</p> <p>You will meet or exceed the following Service Levels:</p> <p>[insert details of Service Levels; make sure they're specific and measurable]</p> <table border="1"> <thead> <tr> <th>Name of Service Level</th> <th>Details of Service Level</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table> <p>or</p> <p>There are no Service Levels beyond what is already stated in the Subscription Agreement.</p>			Name of Service Level	Details of Service Level						
		Name of Service Level	Details of Service Level									
4.	<p>Service Level Credits (if any) (Ref: Clause 5.2 Core Services Terms)</p>	<p>[Choose one option, insert relevant details and delete remainder. The drafting is only an example and may need to be amended to suit your circumstances.]</p> <p>The Service Level Credits that are payable to us upon a Service Level Default are as specified in your Services Listings.</p> <p>or</p> <p>If you fail in a given month to meet the Service Levels referred to or specified above (a Service Level Default), we shall become entitled to the credits (Service Level Credits) specified in the table below:</p>										
		<p>Service Level</p>		<p>Service Level Credits for Service Level Defaults</p>								
				<p>An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.</p>								
				<p>An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.</p>								

		<p>An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.</p>					
		<p>If a Service Level Default occurs for which Service Level Credits are payable, you will credit the applicable Service Level Credits against the Fees under this SOW that are next due to be paid.</p> <p>Service Level Credits are agreed to reflect the reduced value of the relevant Services affected by the Service Level Default(s) and are acknowledged to be neither liquidated damages nor our sole and exclusive remedy in respect of Service Level Defaults or the consequences of such defaults.</p> <p>In no event will the amount of all Service Level Credits credited against the Fees in each calendar month exceed, in total, [XX]% of the Fees payable in that month.</p> <p>or</p> <p>There are no Service Level Credits.</p>					
5.	<p>Deliverables, Milestones, and Milestone Dates (if any)</p> <p>(Ref. Clause 5.3 Core Services Terms)</p>	<table border="1"> <thead> <tr> <th>Deliverable / Milestone</th> <th>Milestone Date</th> </tr> </thead> <tbody> <tr> <td colspan="2"> <p>[Insert relevant Deliverables / Milestones and their due dates. Remember to include documentary deliverables where relevant. If they are relevant, consider whether you need to specify the level of expected detail, e.g., if you're contracting for a design document, does it need to be a detailed design (and in what respects) or a high level design?]</p> </td> </tr> </tbody> </table>	Deliverable / Milestone	Milestone Date	<p>[Insert relevant Deliverables / Milestones and their due dates. Remember to include documentary deliverables where relevant. If they are relevant, consider whether you need to specify the level of expected detail, e.g., if you're contracting for a design document, does it need to be a detailed design (and in what respects) or a high level design?]</p>		
Deliverable / Milestone	Milestone Date						
<p>[Insert relevant Deliverables / Milestones and their due dates. Remember to include documentary deliverables where relevant. If they are relevant, consider whether you need to specify the level of expected detail, e.g., if you're contracting for a design document, does it need to be a detailed design (and in what respects) or a high level design?]</p>							
6.	<p>Liquidated damages</p> <p>(Ref. Clause 5.3(c) Core Services Terms)</p>	<p>[Complete the drafting below if liquidated damages will be payable upon a failure to meet one or more Milestones. If no liquidated damages will be payable, this row can be deleted]</p> <p>If you fail to meet [a Milestone] or [insert details of particular Milestones] specified above by [its / their] corresponding Milestone Date[s] then, except to the extent that such failure has been caused by us or our Personnel or a failure in equipment (software or hardware) for which you are not responsible or a Force Majeure Event:</p> <p>(a) we may withhold payment of Fees for the relevant Services until the Milestone is achieved; and</p> <p>(b) you shall pay \$[] in liquidated damages for each [day / week / month] that the completion of the Milestone is delayed, provided that the maximum liquidated damages payable shall not exceed []% of the Fees paid and payable under this SOW.</p> <p>You accept that the liquidated damages referred to above reflect our legitimate interests in performance and are not a penalty, and you will not seek to argue otherwise in any dispute or proceedings.</p> <p>Your obligation to pay these liquidated damages is without limitation to any other remedy we may have under or in relation to the Subscription Agreement.</p> <p>Provided you have complied with clause 5.3(d) (Project Delay caused by us or a third party) of the Core Services Terms, you will not be liable to pay liquidated damages where a Milestone Date has not been met due to a Project Delay caused by us or a third party (excluding your subcontractors).</p>					
7.	<p>Purchasing Agency responsibilities</p> <p>(Ref. Clause 5.4 Core Services Terms)</p>	<p>[If the Purchasing Agency is to have any specific responsibilities in relation to provision of the Services, beyond what may already be specified in the relevant Services Listings in the Marketplace or in the Subscription Form, state them here. If there are none, you can delete this row.]</p>					

8.	Acceptance of Deliverables (Ref: Clause 5.5 Core Services Terms)	[A default approach to acceptance of Deliverables is specified in clause 5.5 of the Core Services Terms but that clause recognises that the parties may agree upon an alternative approach. If the parties agree on an alternative approach for this SOW, the alternative approach can be specified here. Note that, as further kinds of services are added to the Marketplace, DIA expects to offer additional SOW template variants, including a SOW (Agile).]				
9.	Security clearances and probity checks (Ref: Clause 6.1(b) Core Services Terms)	[If Provider Personnel are required to obtain security clearances or if the Provider is required to undertake probity checks for Personnel engaged in providing the Services, specify those clearances or checks here]				
10.	Pre-approved Subcontractors (Ref: Clause 7.2 Core Services Terms)	<p>[If the Purchasing Agency pre-approves the Provider's use of particular Subcontractors, state the names and the roles they are authorised to perform below. If there are none, this row can be deleted.]</p> <p>We authorise you to subcontract parts of the Services as described below:</p> <table border="1" data-bbox="459 745 1453 846"> <thead> <tr> <th data-bbox="459 745 882 790">Full name of Subcontractor</th> <th data-bbox="882 745 1453 790">Role(s) Subcontractor is authorised to perform</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 790 882 846"> </td> <td data-bbox="882 790 1453 846"> </td> </tr> </tbody> </table>	Full name of Subcontractor	Role(s) Subcontractor is authorised to perform		
Full name of Subcontractor	Role(s) Subcontractor is authorised to perform					
11.	Purchasing Agency policies (Ref: Clause 8.1(b) Core Services Terms)	[Insert the names of any Purchasing Agency policies that the Provider must comply with. Be sure to provide copies to the Provider. If there are none, this row can be deleted.]				
12.	Fees (Ref: Clause 11.1 Core Services Terms)	<p>The Provider's Fees will be calculated as follows (all Fees are in NZD unless expressly stated otherwise):</p> <p>[Choose one option, insert relevant details and delete remainder.]</p> <p>Fixed fee</p> <p>A fixed Fee of \$[] excluding GST.</p> <p>or</p> <p>Services Rates</p> <p>Time-based Fees[, up to a total maximum of \$[] excluding GST], in accordance with your Services Rates set out in your Service Listings (as at the date of this SOW) in the Marketplace Catalogue, as [stated/summarised] below:</p> <p>[Reproduce elements of those Services Rates here, by reference to the relevant Services Listings, if required.]</p> <p>or</p> <p>Discounted Services Rates</p> <p>Time-based Fees[, up to a total maximum of \$[] excluding GST], in accordance with the discounted Services Rates (i.e., lower than the standard Services Rates in the relevant Services Listings in the Marketplace Catalogue), as stated below:</p> <p>[insert details of discounted Services Rates]</p> <p>or</p> <p>Daily fee rate</p> <p>For each day worked a daily fee rate of \$[] excluding GST[, up to a total maximum of \$[] excluding GST]. One day's work is defined as 8 hours. If you work less than a full day the Fee shall be calculated based on the time worked at the agreed daily fee rate i.e. (daily fee rate ÷ 8) x hours worked. If you work more</p>				

		<p>than 8 hours in a given day, the specified daily rate will still apply, i.e., you are not entitled to charge more for the additional time spent.</p> <p>or</p> <p>[Some other pricing/fees mechanism]</p> <p>[insert details as required]</p>									
13.	<p>Invoicing</p> <p>(Ref: Clause 11.2 Core Services Terms)</p>	<p>[Choose one option for invoicing, insert relevant wording and delete remainder. Make sure all Fees are captured. Also, if relevant, make sure you are clear on when invoicing commences.]</p> <p>You will invoice the Fees at the end of each month for Services and Deliverables provided during that month in accordance with the Subscription Agreement.</p> <p>or</p> <p>You will invoice the Fees on completion of the Services and supply of the Deliverables described in this SOW, in accordance with the Subscription Agreement.</p> <p>or [for fixed Fees]</p> <p>You will invoice the Fees in instalments on the dates set out below, subject to completion of the relevant Milestones, in accordance with the Subscription Agreement:</p> <table border="1"> <thead> <tr> <th>Deliverable / Milestone</th> <th>Due date</th> <th>Amount due (excl GST)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>In addition to the matters set out in clause 11.2 of the Core Services Terms, each invoice must contain [insert any specific requirements, such as responsibility codes or purchase order numbers] and be sent by email to [insert email address]</p>	Deliverable / Milestone	Due date	Amount due (excl GST)						
Deliverable / Milestone	Due date	Amount due (excl GST)									
14.	<p>Expenses</p> <p>(Ref: Clause 11.6 Core Services Terms)</p>	<p>[Delete this entire row if not applicable]</p> <p>You are entitled to reimbursement for reasonable third party expenses incurred in the provision of the Services and Deliverables provided that:</p> <ul style="list-style-type: none"> • we have given our prior written consent to you incurring the expenses; and • the expenses are charged at cost. 									
15.	<p>Administration Fee</p> <p>(Ref: Clause 11.1(a)(ii) Core Services Terms and clause 9 Channel Terms. Do not delete this row.)</p>	<p>The parties acknowledge that you may be required, under clause 11.1(a)(ii) of the Core Services Terms and clause 9 of the Channel Terms for Consultancy and Professional Services and Managed Services, to collect an Administration Fee, calculated as per the Administration Fees table on marketplace.govt.nz. If you are required to collect this Administration Fee, you must add the fee as a separate line item to your invoices for the Services provided under this SOW.</p>									
16.	<p>Intellectual Property Rights</p> <p>(Ref: Clause 13 Core Services Terms)</p>	<p>[If the parties agree to change the default ownership and licensing provisions in clauses 13.2 and 13.5-13.6 of the Core Services Terms, those changes should be recorded here.]</p> <p>[If the Purchasing Agency agrees that the Provider may use certain kinds of Existing Material in the Deliverables, without needing separate prior consent under clause 13.4, relevant details should be specified here (unless those details are already in the relevant Services Listings).]</p>									

		<p>[If the parties wish to amend any other aspect of the default provisions of clause 13 of the Core Services Terms, that should be specified here.]</p> <p>[If no such changes are required, this row can be deleted.]</p>								
17.	Purchasing Agency Data (Ref: Clause 14.2 Core Services Terms)	<p>[Clause 14.2 contemplates that a Purchasing Agency may agree to the Provider transferring or storing Purchasing Agency Data in 'Additional Territories' when specified in a SOW, or agree to Purchasing Agency Data being processed or stored by Subcontractors, offshore cloud services or other Third Party Service Providers. If that is the case for this SOW, enter relevant details below. This isn't required if specific details are already contained in the Provider's Service Listings. If not relevant, this row can be deleted.]</p> <p>You may transfer Purchasing Agency Data to and store it in the Additional Territories named below, and Purchasing Agency Data may be processed or stored by the Subcontractors, offshore cloud services or other Third Party Service Providers named below:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Additional Territories to which Purchasing Agency Data may be transferred or in which it may be stored</td> <td colspan="2"></td> </tr> <tr> <td>Purchasing Agency Data may be processed or stored by these Subcontractors, offshore cloud services or other Third Party Service Providers</td> <td colspan="2"></td> </tr> </table>			Additional Territories to which Purchasing Agency Data may be transferred or in which it may be stored			Purchasing Agency Data may be processed or stored by these Subcontractors, offshore cloud services or other Third Party Service Providers		
Additional Territories to which Purchasing Agency Data may be transferred or in which it may be stored										
Purchasing Agency Data may be processed or stored by these Subcontractors, offshore cloud services or other Third Party Service Providers										
18.	Liability (Ref: Clause 15 Core Services Terms)	<p>[If there are to be any agreed changes to the default liability provisions in clause 15 of the Core Services Terms for this SOW that have not already been covered off in the Subscription Form, then the changes should be recorded here. Otherwise, delete this row.]</p>								
19.	Insurance (Ref: Clause 17 Core Services Terms)	<p>[Under clause 17 of the Core Services Terms, the Provider needs to maintain adequate insurance. If specific insurance requirements are needed beyond this general obligation, the requirements should be stated here. If not, this row can be deleted.]</p>								
20.	Meetings (Ref: Clause 5.6(a) Core Services Terms)	<p>[If there are any particular meeting requirements, specify them here. Otherwise delete this row.]</p> <p>Your designated representatives will attend the following meetings at the following times:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 33%;">Meeting details</th> <th style="width: 33%;">Designated representatives of the Provider required to attend</th> <th style="width: 33%;">Frequency/Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Meeting details	Designated representatives of the Provider required to attend	Frequency/Date			
Meeting details	Designated representatives of the Provider required to attend	Frequency/Date								
21.	Reports (Ref: Clause 5.6(b) Core Services Terms)	<p>[If there are any particular reporting requirements (e.g., monthly status reports), specify them here. Otherwise delete this row.]</p> <p>You will provide us with the following reports at the following times, by emailing them to our Contract Manager:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 66%;">Report details</th> <th style="width: 33%;">Frequency/date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>			Report details	Frequency/date				
Report details	Frequency/date									
22.	Amendments to Core Services	<p>[Insert any other amendments or additional terms that are to apply to the SOW.]</p>								

Terms and to Extra Terms (if any), and any additional terms	
---	--

Execution

Signed as part of the Subscription Agreement

Signed by the [insert name of Purchasing Agency] by

Signed by the [insert name of the Provider] by

Signature

Signature

Name

Name

Position

Position

Date

Date



Statement of Work (General) – Managed Services

Introduction

This is a Statement of Work (SOW) under the Subscription Agreement referred to below. The Subscription Agreement was formed pursuant to the Channel Terms for Consultancy and Professional Services and Managed Services (Standard) which are part of the Collaborative Marketplace Agreement at marketplace.govt.nz. The SOW records the terms on which the Provider named below will provide the specified Services to the Purchasing Agency stated below. Unless the context requires otherwise, terms defined or referred to in the Subscription Agreement have the same meaning in this SOW and the rules of interpretation in the Subscription Agreement apply to this SOW.

Parties and Subscription Agreement / Statement of Work details

Provider:	[insert full name of Provider and, if a company, the company number or NZ business number] (Provider, you, your)
Purchasing Agency:	[Insert full Purchasing Agency name and, if a company, the company number or NZ business number] (Purchasing Agency, we, us)
SOW for:	[insert short description]
SOW #:	[insert number]
Under Subscription Agreement dated:	[insert date]
Initial Term of Subscription Agreement <small>(Ref: Clause 1.1(b) Core Services Terms)</small>	[Under clause 1.1(b) of the Core Services Terms, Subscription Agreements have an initial term of 2 years, unless the parties agree to a shorter initial term in their first SOW. Parties may wish to agree to a shorter initial term where an agency is clear that it is only seeking a contained set of Services in a single SOW that will last less than 2 years. They may want the whole Subscription Agreement to end at the end of the SOW. If so, the parties can enter in an initial term here that is less than 2 years. If not, this row can be deleted.]
SOW Start Date <small>(Ref: Clause 1.3 Core Services Terms)</small>	[Insert commencement date of work under SOW]
SOW End Date <small>(Ref: Clause 1.3 Core Services Terms)</small>	[Insert end date of work under SOW]

Service description and related matters

1.	Transition (Ref. Clause 1 Extra Terms for Managed Services)	[If any changes are required to the default transition provisions in clause 1 of the Extra Terms, enter them here. For example, clause 1.1(c) states that if you're transitioning or migrating services from the Purchasing Agency or an incumbent service provider to yourself, upon which you will then provide Services, you will not start charging the Purchasing Agency for those Services (distinct from your transition charges) until the later of the date when the transfer or migration is complete and the commencement date for those Services specified in the SOW. Sometimes, however, transitions or migrations are implemented in stages, with increasing levels of functionality over time. If that warrants an agreed change to the default charging position in clause 1, the agreed change can be stated here. If no changes are required, this row can be deleted.]							
2.	Services (Ref. Clauses 3 and 5 Core Services Terms)	The Provider will provide the following Services to the Purchasing Agency and in accordance with the following timeframes. (Specific Milestones/Deliverables and Milestone Dates (if any) are specified further below.)							
		Service (Attach a more detailed Service description and statement of requirements if required)	Timeframe						
3.	Key contacts (Ref. Clause 4.2 Core Services Terms)	The parties' Contract Managers are specified in the Subscription Form and their roles are listed in clause 4.1 of the Core Services Terms. Other key contacts for this SOW (if any) are as stated below.							
			<table border="1"> <thead> <tr> <th>Contact(s)</th> <th>Role(s)</th> </tr> </thead> <tbody> <tr> <td>Purchasing Agency</td> <td></td> </tr> <tr> <td>Provider</td> <td></td> </tr> </tbody> </table>	Contact(s)	Role(s)	Purchasing Agency		Provider	
Contact(s)	Role(s)								
Purchasing Agency									
Provider									
		Purchasing Agency							
		Provider							
4.	Interfaces (Ref. Clauses 2.1(b) and 6 Extra Terms for Managed Services)	[If the Provider is to be responsible for implementing, operating and maintaining Interfaces (as defined in clause 11 of the Extra Terms), the Interfaces for which the Provider is to be responsible need to be specified here. The Interfaces could be interfaces between its own infrastructure and either the Purchasing Agency's infrastructure or the services and deliverables of Third Party Service Providers. If the Provider's responsibilities are to differ from the responsibilities in clauses 2.1(b) and 6 of the Extra Terms, the differences need to be stated here too. If Interfaces are not relevant, this row can be deleted.]							
5.	Principal-agent arrangements – Authorisations Schedule (Ref. Clauses 3 and 8.1(e) Extra Terms for Managed Services)	[This row is required if clause 3 or 8.1(e) of the Extra Terms for Managed Services applies. If not, this row can be deleted.] Our Authorisations Schedule, that you may provide to Third Party Service Providers as evidence of your authority to act on our behalf, is attached to this SOW. It contains specific authorisation(s) for you to act as our agent for the specific purposes set out in the Schedule. Both parties are required to sign it. If relevant, the Authorisations Schedule also refers to specific Software, Equipment or other items that we authorise you to purchase from third parties, in our name, without a need for further consent under clause 8.1(e) of the Extra Terms for Managed Services.							

6.	Service Levels (if any) (Ref: Clause 5.2 Core Services Terms)	<p>[Choose one option, insert relevant details and delete remainder.]</p> <p>You will meet or exceed the Service Levels specified in the Services Listings for the Services in the relevant Marketplace Catalogue.</p> <p>or</p> <p>You will meet or exceed the following Service Levels:</p> <p>[insert details of Service Levels; make sure they're specific and measurable]</p> <table border="1" data-bbox="459 432 1453 633"> <thead> <tr> <th data-bbox="459 432 842 483">Name of Service Level</th> <th data-bbox="842 432 1453 483">Details of Service Level</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 483 842 533"></td> <td data-bbox="842 483 1453 533"></td> </tr> <tr> <td data-bbox="459 533 842 582"></td> <td data-bbox="842 533 1453 582"></td> </tr> <tr> <td data-bbox="459 582 842 633"></td> <td data-bbox="842 582 1453 633"></td> </tr> </tbody> </table> <p>or</p> <p>There are no Service Levels beyond what is already stated in the Subscription Agreement.</p>		Name of Service Level	Details of Service Level						
Name of Service Level	Details of Service Level										
7.	Service Level Credits (if any) (Ref: Clause 5.2 Core Services Terms)	<p>[Choose one option, insert relevant details and delete remainder. The drafting is only an example and may need to be amended to suit your circumstances.]</p> <p>The Service Level Credits that are payable to us upon a Service Level Default are as specified in your Services Listings.</p> <p>or</p> <p>If you fail in a given month to meet the Service Levels referred to or specified above (a Service Level Default), we shall become entitled to the credits (Service Level Credits) specified in the table below:</p> <table border="1" data-bbox="459 1122 1453 1406"> <thead> <tr> <th data-bbox="459 1122 842 1173">Service Level</th> <th data-bbox="842 1122 1453 1173">Service Level Credits for Service Level Defaults</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 1173 842 1249"></td> <td data-bbox="842 1173 1453 1249">An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.</td> </tr> <tr> <td data-bbox="459 1249 842 1326"></td> <td data-bbox="842 1249 1453 1326">An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.</td> </tr> <tr> <td data-bbox="459 1326 842 1406"></td> <td data-bbox="842 1326 1453 1406">An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.</td> </tr> </tbody> </table> <p>If a Service Level Default occurs for which Service Level Credits are payable, you will credit the applicable Service Level Credits against the Fees under this SOW that are next due to be paid.</p> <p>Service Level Credits are agreed to reflect the reduced value of the relevant Services affected by the Service Level Default(s) and are acknowledged to be neither liquidated damages nor our sole and exclusive remedy in respect of Service Level Defaults or the consequences of such defaults.</p> <p>In no event will the amount of all Service Level Credits credited against the Fees in each calendar month exceed, in total, [XX]% of the Fees payable in that month.</p> <p>or</p> <p>There are no Service Level Credits.</p>		Service Level	Service Level Credits for Service Level Defaults		An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.		An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.		An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.
Service Level	Service Level Credits for Service Level Defaults										
	An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.										
	An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.										
	An amount equal to [XX]% of the monthly Fees payable under this SOW, per Service Level Default.										
8.	Deliverables, Milestones, and Milestone Dates (if any)	<table border="1"> <thead> <tr> <th data-bbox="443 1856 1166 1921">Deliverable / Milestone</th> <th data-bbox="1166 1856 1469 1921">Milestone Date</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="443 1921 1166 2063"> [Insert relevant Deliverables / Milestones and their due dates. Remember to include documentary deliverables where relevant. If they are relevant, consider whether you need to specify the level of expected detail, e.g., if you're </td> </tr> </tbody> </table>	Deliverable / Milestone	Milestone Date	[Insert relevant Deliverables / Milestones and their due dates. Remember to include documentary deliverables where relevant. If they are relevant, consider whether you need to specify the level of expected detail, e.g., if you're						
Deliverable / Milestone	Milestone Date										
[Insert relevant Deliverables / Milestones and their due dates. Remember to include documentary deliverables where relevant. If they are relevant, consider whether you need to specify the level of expected detail, e.g., if you're											

	(Ref: Clause 5.3 Core Services Terms)	contracting for a design document, does it need to be a detailed design (and in what respects) or a high level design?]					
9.	Liquidated damages (Ref: Clause 5.3(c) Core Services Terms)	<p>[Complete the drafting below if liquidated damages will be payable upon a failure to meet one or more Milestones. If no liquidated damages will be payable, this row can be deleted]</p> <p>If you fail to meet [a Milestone] or [insert details of particular Milestones] specified above by [its / their] corresponding Milestone Date[s] then, except to the extent that such failure has been caused by us or our Personnel or a failure in equipment (software or hardware) for which you are not responsible or a Force Majeure Event:</p> <p>(a) we may withhold payment of Fees for the relevant Services until the Milestone is achieved; and</p> <p>(b) you shall pay \$[] in liquidated damages for each [day / week / month] that the completion of the Milestone is delayed, provided that the maximum liquidated damages payable shall not exceed []% of the Fees paid and payable under this SOW.</p> <p>You accept that the liquidated damages referred to above reflect our legitimate interests in performance and are not a penalty, and you will not seek to argue otherwise in any dispute or proceedings.</p> <p>Your obligation to pay these liquidated damages is without limitation to any other remedy we may have under or in relation to the Subscription Agreement.</p> <p>Provided you have complied with clause 5.3(d) (Project Delay caused by us or a third party) of the Core Services Terms, you will not be liable to pay liquidated damages where a Milestone Date has not been met due to a Project Delay caused by us or a third party (excluding your subcontractors).</p>					
10.	Purchasing Agency responsibilities (Ref: Clause 5.4 Core Services Terms)	[If the Purchasing Agency is to have any specific responsibilities in relation to provision of the Services, beyond what may already be specified in the relevant Services Listings in the Marketplace or in the Subscription Form, state them here. If there are none, you can delete this row.]					
11.	Acceptance of Deliverables (Ref: Clause 5.5 Core Services Terms)	[A default approach to acceptance of Deliverables is specified in clause 5.5 of the Core Services Terms but that clause recognises that the parties may agree upon an alternative approach. If the parties agree on an alternative approach for this SOW, the alternative approach can be specified here. Note that, as further kinds of services are added to the Marketplace, DIA expects to offer additional SOW template variants, including a SOW (Agile).]					
12.	Security clearances and probity checks (Ref: Clause 6.1(b) Core Services Terms)	[If Provider Personnel are required to obtain security clearances or if the Provider is required to undertake probity checks for Personnel engaged in providing the Services, specify those clearances or checks here]					
13.	Pre-approved Subcontractors (Ref: Clause 7.2 Core Services Terms)	<p>[If the Purchasing Agency pre-approves the Provider's use of particular Subcontractors, state the names and the roles they are authorised to perform below. If there are none, this row can be deleted.]</p> <p>We authorise you to subcontract parts of the Services as described below:</p> <table border="1"> <thead> <tr> <th>Full name of Subcontractor</th> <th>Role(s) Subcontractor is authorised to perform</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Full name of Subcontractor	Role(s) Subcontractor is authorised to perform			
Full name of Subcontractor	Role(s) Subcontractor is authorised to perform						

14.	Purchasing Agency policies (Ref: Clause 8.1(b) Core Services Terms)	[Insert the names of any Purchasing Agency policies that the Provider must comply with. Be sure to provide copies to the Provider. If there are none, this row can be deleted.]
15.	Fees (Ref: Clause 11.1 Core Services Terms)	<p>The Provider's Fees will be calculated as follows (all Fees are in NZD unless expressly stated otherwise):</p> <p>[Choose one option, insert relevant details and delete remainder.]</p> <p>Fixed fee</p> <p>A fixed Fee of \$[] excluding GST.</p> <p>or</p> <p>Services Rates</p> <p>Time-based Fees[, up to a total maximum of \$[] excluding GST], in accordance with your Services Rates set out in your Service Listings (as at the date of this SOW) in the Marketplace Catalogue, as [stated/summarised] below:</p> <p>[Reproduce elements of those Services Rates here, by reference to the relevant Services Listings, if required.]</p> <p>or</p> <p>Discounted Services Rates</p> <p>Time-based Fees[, up to a total maximum of \$[] excluding GST], in accordance with the discounted Services Rates (i.e., lower than the standard Services Rates in the relevant Services Listings in the Marketplace Catalogue), as stated below:</p> <p>[insert details of discounted Services Rates]</p> <p>or</p> <p>Daily fee rate</p> <p>For each day worked a daily fee rate of \$[] excluding GST[, up to a total maximum of \$[] excluding GST]. One day's work is defined as 8 hours. If you work less than a full day the Fee shall be calculated based on the time worked at the agreed daily fee rate i.e. (daily fee rate ÷ 8) x hours worked. If you work more than 8 hours in a given day, the specified daily rate will still apply, i.e., you are not entitled to charge more for the additional time spent.</p> <p>or</p> <p>[Some other pricing/fees mechanism]</p> <p>[insert details as required]</p>
16.	Invoicing (Ref: Clause 11.2 Core Services Terms)	<p>[Choose one option for invoicing, insert relevant wording and delete remainder. Make sure all Fees are captured. Also, if relevant, make sure you are clear on when invoicing commences.]</p> <p>You will invoice the Fees at the end of each month for Services and Deliverables provided during that month in accordance with the Subscription Agreement.</p> <p>or</p> <p>You will invoice the Fees on completion of the Services and supply of the Deliverables described in this SOW, in accordance with the Subscription Agreement.</p> <p>or [for fixed Fees]</p> <p>You will invoice the Fees in instalments on the dates set out below, subject to completion of the relevant Milestones, in accordance with the Subscription Agreement:</p>

		Deliverable / Milestone	Due date	Amount due (excl GST)				
		In addition to the matters set out in clause 11.2 of the Core Services Terms, each invoice must contain [insert any specific requirements, such as responsibility codes or purchase order numbers] and be sent by email to [insert email address]						
17.	Expenses <small>(Ref: Clause 11.6 Core Services Terms)</small>	<p>[Delete this entire row if not applicable]</p> <p>You are entitled to reimbursement for reasonable third party expenses incurred in the provision of the Services and Deliverables provided that:</p> <ul style="list-style-type: none"> we have given our prior written consent to you incurring the expenses; and the expenses are charged at cost. 						
18.	Administration Fee <small>(Ref: Clause 11.1(a)(ii) Core Services Terms and clause 9 Channel Terms. Do not delete this row.)</small>	The parties acknowledge that you may be required, under clause 11.1(a)(ii) of the Core Services Terms and clause 9 of the Channel Terms for Consultancy and Professional Services and Managed Services, to collect an Administration Fee, calculated as per the Administration Fees table on marketplace.govt.nz. If you are required to collect this Administration Fee, you must add the fee as a separate line item to your invoices for the Services provided under this SOW.						
19.	Intellectual Property Rights <small>(Ref: Clause 13 Core Services Terms)</small>	<p>[If the parties agree to change the default ownership and licensing provisions in clauses 13.2 and 13.5-13.6 of the Core Services Terms, those changes should be recorded here.]</p> <p>[If the Purchasing Agency agrees that the Provider may use certain kinds of Existing Material in the Deliverables, without needing separate prior consent under clause 13.4, relevant details should be specified here (unless those details are already in the relevant Services Listings).]</p> <p>[If the parties wish to amend any other aspect of the default provisions of clause 13 of the Core Services Terms, that should be specified here.]</p> <p>[If no such changes are required, this row can be deleted.]</p>						
20.	Purchasing Agency Data <small>(Ref: Clause 14.2 Core Services Terms)</small>	<p>[Clause 14.2 contemplates that a Purchasing Agency may agree to the Provider transferring or storing Purchasing Agency Data in 'Additional Territories' when specified in a SOW, or agree to Purchasing Agency Data being processed or stored by Subcontractors, offshore cloud services or other Third Party Service Providers. If that is the case for this SOW, enter relevant details below. This isn't required if specific details are already contained in the Provider's Service Listings. If not relevant, this row can be deleted.]</p> <p>You may transfer Purchasing Agency Data to and store it in the Additional Territories named below, and Purchasing Agency Data may be processed or stored by the Subcontractors, offshore cloud services or other Third Party Service Providers named below:</p> <table border="1" data-bbox="459 1787 1453 2011"> <tr> <td>Additional Territories to which Purchasing Agency Data may be transferred or in which it may be stored</td> <td></td> </tr> <tr> <td>Purchasing Agency Data may be processed or stored by these Subcontractors, offshore cloud</td> <td></td> </tr> </table>			Additional Territories to which Purchasing Agency Data may be transferred or in which it may be stored		Purchasing Agency Data may be processed or stored by these Subcontractors, offshore cloud	
Additional Territories to which Purchasing Agency Data may be transferred or in which it may be stored								
Purchasing Agency Data may be processed or stored by these Subcontractors, offshore cloud								

		services or other Third Party Service Providers							
21.	Service Delivery Assets (Ref: Clause 5 Extra Terms for Managed Services)	[If the parties need to agree to any changes to the default provisions relating to Service Delivery Assets in clause 5 of the Extra Terms for Managed Services, those changes should be recorded here. For example, if a Purchasing Agency were leasing a Provider Asset (which is a type of Service Delivery Asset) but the lease had an option to buy, or was akin to a hire purchase arrangement, additional provisions would be needed here to reflect that arrangement. If no changes are required, this row can be deleted.]							
22.	Security (Ref: Clause 9 Extra Terms for Managed Services)	[If specific security requirements relating to ICT Systems and other matters referred to in clause 9 of the Extra Terms for Managed Services are needed for this SOW, or if changes to existing requirements are needed, they can be stated here (if not already addressed in the Services description in row 2). The drafting that follows can be used to the extent required. If there are no specific security requirements beyond what's already in clause 9 of the Extra Terms and clause 14 of the Core Services Terms, and no changes to those requirements are needed, this row can be deleted] [You will maintain a Risk Register in accordance with clause 9.2 of the Extra Terms for Managed Services.] [You will ensure that the ICT Systems specified below comply with the standards and controls specified below: <table border="1" data-bbox="459 945 1453 1070"> <thead> <tr> <th>Name of ICT System</th> <th>NZISM / PSR standards and controls with which it must comply</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>]		Name of ICT System	NZISM / PSR standards and controls with which it must comply				
Name of ICT System	NZISM / PSR standards and controls with which it must comply								
23.	Liability (Ref: Clause 15 Core Services Terms)	[If there are to be any agreed changes to the default liability provisions in clause 15 of the Core Services Terms for this SOW that have not already been covered off in the Subscription Form, then the changes should be recorded here. Otherwise, delete this row.]							
24.	Insurance (Ref: Clause 17 Core Services Terms)	[Under clause 17 of the Core Services Terms, the Provider needs to maintain adequate insurance. If specific insurance requirements are needed beyond this general obligation, the requirements should be stated here. If not, this row can be deleted.]							
25.	Meetings (Ref: Clause 5.6(a) Core Services Terms)	[If there are any particular meeting requirements, specify them here. Otherwise delete this row.] Your designated representatives will attend the following meetings at the following times: <table border="1" data-bbox="446 1603 1469 1805"> <thead> <tr> <th>Meeting details</th> <th>Designated representatives of the Provider required to attend</th> <th>Frequency/Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Meeting details	Designated representatives of the Provider required to attend	Frequency/Date			
Meeting details	Designated representatives of the Provider required to attend	Frequency/Date							
26.	Reports (Ref: Clause 5.6(b) Core Services Terms)	[If there are any particular reporting requirements (e.g., monthly status reports), specify them here. Otherwise delete this row.] You will provide us with the following reports at the following times, by emailing them to our Contract Manager: <table border="1" data-bbox="446 1980 1469 2040"> <thead> <tr> <th>Report details</th> <th>Frequency/date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>		Report details	Frequency/date				
Report details	Frequency/date								

27.	Amendments to Core Services Terms and to Extra Terms, and any additional terms	[Insert any other amendments or additional terms that are to apply to the SOW.]	

Execution

Signed as part of the Subscription Agreement

Signed by the [insert name of Purchasing Agency] by

Signed by the [insert name of the Provider] by

Signature

Signature

Name

Name

Position

Position

Date

Date

Authorisations Schedule

Provider:	[insert full name of Provider and, if a company, the company number or NZ business number] (Provider, you, your)
Purchasing Agency:	[Insert full Purchasing Agency name and, if a company, the company number or NZ business number] (Purchasing Agency, we, us)
Statement of Work for:	[insert short description]
Statement of Work #:	[insert number]
Under Subscription Agreement dated:	[insert date]

Introduction

This Authorisations Schedule is a schedule to the Statement of Work between the parties named above, put in place under a Subscription Agreement between those parties. The Subscription Agreement was formed pursuant to the Channel Terms for Consultancy and Professional Services and Managed Services (Standard) which are part of the Collaborative Marketplace Agreement at marketplace.govt.nz.

The purpose of this Schedule is to:

- record the Purchasing Agency's authorisations for the Provider named above to procure, manage, configure or otherwise interact with the services or deliverables of Third Party Service Providers, on the Purchasing Agency's behalf (i.e., as its agent); and
- enable the Provider to have a document recording the authorisations that it can give to Third Party Service Providers as evidence of the Provider's authority to act on the Purchasing Agency's behalf.

Authorisations

The Provider is authorised to act as the Purchasing Agency's agent as specified in the attached Authorisations table.

Execution

Signed by the [insert name of Purchasing Agency] by

Signed by the [insert name of the Provider] by

Signature

Signature

Name

Name

Position

Position

Date

Date

Authorisations table

Third Party Service Provider(s) (in relation to whom Provider may act as agent; where possible, include full legal names)	Scope of authority (how and why Provider may act as Purchasing Agency's agent)	Financial or other limits (if applicable)	Duration of authority (to act as agent)	Level / tier of authorised Provider personnel (i.e., who are permitted to undertake the authorised acts on the Purchasing Agency's behalf)	Contractual basis in existing contracts (between Purchasing Agency and Third Party Service Provider, if applicable)

Annexure C: Extra Terms (if any)

If Extra Terms apply, they are attached. If none are attached, none apply.

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this RFP.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.' [Definitions](#) are at the end of this section.
- If you have any questions about the RFP-Terms please email our [Point of Contact](#).

Standard RFP process



Preparing and submitting a proposal

6.1 Preparing a Proposal

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Proposal
 - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

6.2 Offer Validity Period

- a. Proposals are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.



6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.



6.4 Submitting a Proposal

- a. Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete, and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.
- c. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFP process the following applies:
 - i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
 - ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
 - iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.



Assessing Proposals

6.5 Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to

evaluate any Proposal, or any aspect of any Proposal.

6.6 Third party information

- a. Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.
- b. Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- c. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.



6.7 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Proposal.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.



6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b. In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
 - i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
 - ii. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
- c. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
 - i. the results from reference checks, site visits, product testing and any other due diligence
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
 - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iv. any other relevant information that the Buyer may have in its possession.
- d. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.



6.9 Negotiations

- a. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - i. prepare a negotiation plan for each negotiation
 - ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - iii. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.



6.10 Respondent's debrief

- a. At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Proposal was or was not successful
 - ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Proposal's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the successful Proposal
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the RFP and the RFP process.



6.11 Notification of outcome

- a. At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on GETS.



6.12 Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.



Standard RFP conditions

6.13 Buyer's Point of Contact

- a. All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or



- any other person, to solicit information concerning any aspect of the RFP.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
 - c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
 - d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.

6.14 Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

6.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

6.16 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.

6.17 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.



6.18 Confidentiality of RFP information

- a. For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

6.19 Costs of participating in the RFP process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

6.20 Ownership of documents

- a. The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
- c. Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

6.21 No binding legal relations

- a. Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Proposal
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFP conditions set out in paragraphs 6.13 to 6.26
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
- c. Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

6.22 Elimination

- a. The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - ii. the Proposal contains a material error, omission or inaccuracy



- iii. the Respondent is in bankruptcy, receivership or liquidation
- iv. the Respondent has made a false declaration
- v. there is a serious performance issue in a historic or current contract delivered by the Respondent
- vi. the Respondent has been convicted of a serious crime or offence
- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii. the Respondent has failed to pay taxes, duties or other levies
- ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.23 Buyer's additional rights

- a. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii. make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the RFP the Buyer may:
 - i. accept a late Proposal if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
 - iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - iv. accept or reject any Proposal, or part of a Proposal
 - v. accept or reject any non-compliant, non-conforming or alternative Proposal
 - vi. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
 - vii. decide not to enter into a Contract with any Respondent
 - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - xi. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:
 - i. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.



6.24 New Zealand law

- a. The laws of New Zealand shall govern the RFP and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFP or the RFP process.

6.25 Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
- b. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.26 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 6 (RFP-Terms)
 - iii. all other Sections of this RFP document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

In relation to the RFP the following words and expressions have the meanings described below.

Advance Notice A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.

Business Day Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.

Buyer The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.

Competitors Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.

Confidential Information Information that:

- a. is by its nature confidential
- b. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted'
- c. is provided by the Buyer, a Respondent, or a third party in confidence
- d. the Buyer or a Respondent knows, or ought to know, is confidential.

Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.

Conflict of Interest A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- a. actual: where the conflict currently exists
- b. potential: where the conflict is about to happen or could happen, or
- c. perceived: where other people may reasonably think that a person is compromised.

Contract The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.

Contract Award Notice Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.

Deadline for Proposals The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.

Deadline for Questions The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.

Evaluation Approach The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).

GETS Government Electronic Tenders Service available at www.gets.govt.nz

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

Intellectual Property All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

Offer Validity Period The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.

Point of Contact The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.

Price The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.

Proposal The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.

Proposed Contract The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.

RFP Means the Request for Proposal.

Registration of Interest A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.

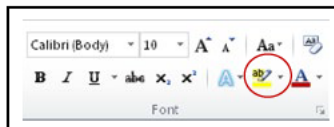
Request for The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule,

Proposal (RFP)	appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.

Template: RFQ Response Form

Suggested instructions for Respondents (amend this to suit)

- Please use this Response Form in responding to our Secondary Procurement RFQ for Marketplace Services. It is important that you do not change the structure (section headings and sequence). Changing this structure will make it harder for the evaluators to find relevant information quickly.
- Before starting to complete this form please make sure that you have read the Request for Quotes, Secondary Procurement (RFQ) in full and understand our Requirements (RFQ Section 2) and any Appendices, our Evaluation Approach (RFQ Section 3) and the RFQ Process, Terms and Conditions (shortened to RFQ-Terms detailed in Section 6). If anything is unclear or you have any questions please get in touch with our Point of Contact (RFQ Section 1 paragraph 1.3) before the Deadline for Questions (RFQ Section 1 paragraph 1.2).
- We have included supplier tip boxes to help you understand what is required. The areas highlighted in yellow indicate where you are to write your response.
- Remember to delete the supplier tip boxes and remove the highlight from your answers before sending us your response – they are for your use only!



To remove highlight from text: select the text you want to remove the highlight from. In the 'Home' tab in the 'Font' group select the arrow at the right of the 'Text highlight colour' and select 'no colour'.

- For more resources on tendering go to www.procurement.govt.nz/suppliers.

Check list for Respondents

Task	ü
1. Complete all sections of the Response Form.	
2. Delete all 'supplier tip' boxes from the Response Form. 3. Remove all yellow highlight from the Response Form.	
4. Include completed Marketplace, Consultancy and Professional Services SOW' as part of response as Version 0.1 and marked 'Draft'.	
5. Make sure that you have complied with the following instructions: <ul style="list-style-type: none">• mailbox size: ensure that your email attachment/s is no greater than 30Mb.	
6. Arrange for the declaration to be signed.	
7. Prepare your total response for electronic submission by creating a final soft copy file and sending to procurement@nzqa.govt.nz .	
8. Arrange for the Quote to be submitted electronically before the Deadline.	

Response Form

In response to 'RFQ - Request for Quotes'

by: New Zealand Qualifications Authority

for: Secondary Procurement – Customer Experience Improvement Programme:
Website Redesign Project

ref: RFQ-11200

Date of this Quote: [insert date of this document]



Supplier tips

Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *'a person, organisation, business or other entity that submits a Quote in response to the RFQ. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a Quote.'* Definitions are at the end of RFQ Section 6.

1. About the Respondent



Supplier tips

- The section gives the Buyer basic information about your organisation and identifies your Point of Contact for the duration of the secondary procurement, RFQ process.
- If an item is not applicable e.g. you do not have a registered office, complete the box by stating 'not applicable'.
- If you are submitting a joint or consortium Quote complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your joint/consortium Quote.

Our profile

Choose one of these statements to complete, and delete the others

This is a Quote by [insert the name of your organisation] alone to supply the Requirements.

OR This is a [joint/consortium] Quote by [insert the name of your organisation] and [insert the name of the other organisation/s] (together the Respondents) to supply the Requirements.

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable]
Name of parent company:	[if applicable]
Physical address:	[if more than one office – put the address of your head office]
Postal address:	[e.g. P.O Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company or other entity / other please specify]
Registration number:	[if your organisation has a registration number insert it here e.g. company registration number]
Country of residence:	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
GST registration number:	[NZ GST number / if overseas please state]

Our Point of Contact

Item	Detail
Contact person:	[name of the person responsible for communicating with the Buyer]
Position:	[job title or position]
Phone number:	[landline]

Mobile number:	[mobile]
Email address:	[work email]

2. Response to the Requirements



Supplier tips

- In this section you are asked to provide your response to our Requirements (RFQ Section 2) by demonstrating your organisation's ability to meet our criteria (RFQ Section 3: Our Evaluation Approach). Carefully read RFQ Sections 2 and 3 before completing this part.
- If there is anything that you do not understand ask our Point of Contact to clarify.
- If any information you provide is commercially sensitive to your organisation you must let the Buyer know. Please mark the information 'commercially sensitive' or 'Confidential Information'. It is not acceptable to render this whole document confidential unless this is truly the case. The Buyer has a duty to protect Confidential Information subject to the exceptions in the RFQ-Terms (Section 6).
- If some of an answer is in another document e.g. a marketing brochure, copy and paste the relevant extract into the Quote. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Quote.
- You may include information not specifically requested by us in your Quote. But only if it adds value and is relevant to the Requirements.

Pre-conditions



Supplier tips

- You must be able to answer 'yes' to each of these pre-conditions. Make sure you are able to verify that this is the case, if asked.
- 'Yes' means that you can currently meet the pre-condition. It does not mean that you are planning to or intend to at some time in the future.
- If you cannot answer 'yes' to all, your Quote will not meet the basic Requirements and will be declined.

#	Pre-condition	Meets
1.	<p>Must be current AoG Consulting and Professional Services provider for the following services: Visual Design and;</p> <ul style="list-style-type: none"> • User Insight • Content Design/Information Architecture • Front and Backend Development 	[Yes/No]
2.	Named Project Resources must be located in Wellington and able to be co-located on Agency site for required delivery iterations.	[Yes/No]
3.	Two referees must be supplied.	[Yes/No]

4.	Ability to produce project 'burn-down' financial report	[Yes/No]
----	---	----------

Overview of our solution

Please provide an overview of your solution. For example, describe the technical aspects of the product and/or elements of the service offering. Include any 'lateral thinking' ideas in support of improving project outcomes.

Questions relating to the evaluation criteria



Supplier tips

- Here you are asked to answer questions relating to the evaluation criteria. Your Quote will be scored against your answers to these criteria. Aim to give answers that are relevant, concise and comprehensive.
- Consider the % weighting for each criterion. The higher the weighting the more important it is. Take the weightings into account in deciding how much detail to include.
- If you have made any assumption about the Requirements or delivery, clearly state the assumption.
- There may be several questions that relate to one criterion. If these questions are not individually weighted assume that they are of equal importance.

1. Fit for purpose / proposed solution	Weighting 25%
Explain how your good/services meet or exceed our Requirements as defined in Section 2 of the RFQ.	
[insert your answer here]	
Describe how you measure quality in meeting or exceeding our Requirements. Please include how you will embed and measure accessibility, to include equity and cultural responsiveness throughout the design and development process and how input from an Indigenous Design Agency will be integrated into the work.	
[insert your answer here]	
Describe any new ideas or processes you offer which are innovative. Describe the benefits of these e.g. greater efficiency, better quality solution etc. Describe how the benefits are measured. Describe your operating model to explain how you would manage and deliver this project.	
[insert your answer here]	
Describe all significant risks associated with your solution and how you propose to mitigate them (prevent them from happening) and manage them (if they do happen).	

[insert your answer here]

2. Capability of the Respondent to deliver

Weighting 25%

Describe how you will deliver the Requirements both operationally and functionally.

[insert your answer here]

List the relevant qualifications and experience of named personnel to deliver the Requirements and what their roles will be.

[insert your answer here]

Describe the track record of the named personnel in delivering similar goods/services.

[insert your answer here]

3. Capacity of the Respondent to deliver

Weighting 40%

Describe your organisation's track record in delivering similar goods/services (same quantity, quality, delivered on time, to specification and within budget). With specific evidence in the following behaviours:

- Flexibility and adaptability with working arrangements
- Collaborative working relationships with clients and other subcontractors
- Ability to manage perfectionism and pragmatism
- Resolution of conflicts
- Ability to delivery in the event of changing COVID19 lock down levels.

[insert your answer here]

Describe your organisation's size, structure and annual turnover. Explain why this is sufficient to deliver the Requirements in full, on time, to specification and in the quantity required.

[insert your answer here]

Provide information about your operational and financial systems to track and manage delivery.

[insert your answer here]

Assumptions

Please state any assumptions you have made in relation to the Requirements. Where you have made assumptions in relation to the costs and pricing information please state these in the next section.

3. Price



Supplier tips

- In the RFQ Section 4 we have outlined the pricing information that we are seeking. This should inform you how to present your proposed price. Where we have provided a template, you must use this for your pricing information. Please use the Marketplace Template.
- In preparing your pricing information you must consider all risks, contingencies and other circumstances relating to the delivery of our Requirements and include adequate provision for them. You must also document any assumptions that you have made in costing the full delivery of the Requirements.
- If asked for a 'whole-of-life' cost this is the total cost to the Buyer over the whole of the life of the Contract. See [Guide to Total Cost of Ownership and TCO calculator on our website](#).

Price as a weighted criterion

4. Value for money (based on whole-of-life cost)	Weighting 10%
Provide the total price and a breakdown of the total costs over whole-of-life of the Contract for each work area	
Detail any other cost and value-ad benefits	

Pricing schedule

Please submit your financial information and pricing on a spreadsheet, clearly identifies the following:

1. Resources and effort required for each Solution Area Element identified as a numbered item in Section 2 of the RFQ.
2. Total and by resource, for each Solution Area Element
3. Total and by resource for February 2022 release
4. Estimates and basis for estimates for all elements to be delivered for Year 1 after Feb 2022 release

Assumptions

Please state any assumptions that you have made in relation to the cost and pricing information.

Dependencies/Constraints

Please state any dependencies you may have on the NZQA you may have in order to deliver any/all outcomes.

Risk Management

Clearly define your risk management planning for project issue prevention.

4. Proposed Contract (Marketplace SOW'S Template)



Supplier tips

- Please submit your response using the Marketplace SOW Channel Template, marked 'Draft' and referenced Version 0.1 and any supporting information.
- If you have any points that you wish to make about the Marketplace SOW Template (Consultancy and Professional Service) SOW Template or T+C's (Schedule 2), this is where you tell us. Note below any suggestions or changes you wish to propose.
- It is important that, if asked, you are able to explain why your changes are important to you.
- In deciding which Respondent/s to shortlist the Buyer will consider each Respondent's willingness to meet all requirements stated within this secondary procurement request.

Choose one and delete the other:

If successful, I agree to sign a Contract based on the Proposed Contract, or such amended terms and conditions of Contract as are agreed with the Buyer following negotiations. **OR**

I have the following suggestions to make. If successful, I agree to sign a Contract based on the Proposed SOW'S Contract subject to negotiating the following clauses:

Clause	Concern	Proposed solution
[insert number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[insert number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]

5. Referees



Supplier tips

- Here you are asked to provide the names and contact details of your referees. These must be work related referees i.e. not a friend or family member.
- The best referees are those for whom you have recently delivered similar goods or services.
- Before including their details check with them to make sure that they consent to acting as referee on behalf of your organisation.

Please supply the details of **two referees** for your organisation. Include a brief description of the goods or services that your organisation provided and when.

Please note: in providing these referees you authorise us to collect any information about your organisation, except commercially sensitive pricing information, from the referees, and use such information in the evaluation of your Quote. You also agree that all information provided by the referee to us will be confidential to us.

First referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Second referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Please contact me before you approach a referee for a reference	Yes/No required
---	-----------------

6. Our declaration



Supplier tips

- Here you are asked to answer questions and make a formal declaration.
- Remember to select 'agree' or 'disagree' at the end of each row. If you don't you will be deemed to have agreed.

- Remember to get the declaration signed by someone who is authorised to sign and able to verify each of the elements of the declaration e.g. chief executive or a senior manager.
- If you are submitting a joint or consortium Quote each Respondent (supplier involved in the joint or consortium Quote) must complete a separate declaration.

Respondent's declaration		
Topic	Declaration	Respondent's declaration
Secondary Procurement, RFQ Process, Terms and Conditions:	I/WE have read and fully understand the RFQ, including the RFQ Process, Terms and Conditions (shortened to RFQ-Terms detailed in Section 6, as amended by Section 1, paragraph 1.6. if applicable). I/we confirm that the Respondent/s agree to be bound by them.	[agree / disagree]
Collection of further information:	The Respondent/s authorises the Buyer to: <ul style="list-style-type: none"> a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client b. use such information in the evaluation of this Quote. The Respondent/s agrees that all such information will be confidential to the Buyer.	[agree / disagree]
Requirements:	I/we have read and fully understand the nature and extent of the Buyer's Requirements as described in Section 2. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.	[agree / disagree]
Ethics:	In submitting this Quote the Respondent/s warrants that it: <ul style="list-style-type: none"> a. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor b. has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer. 	[agree / disagree]

Offer Validity Period:	I/we confirm that this Quote, including the price, remains open for acceptance for the Offer Validity Period stated in Section 1, paragraph 1.6.	[agree / disagree]
-------------------------------	--	---------------------------

Conflict of Interest declaration:	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Quote, or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the Respondent/s will report it immediately to the Buyer's Point of Contact.	[agree / disagree]
--	---	---------------------------

Details of Conflict of Interest: [if you think you may have a Conflict of Interest briefly describe the conflict and how you propose to manage it or write 'not applicable']].

DECLARATION

I/we declare that in submitting the Quote and this declaration:

- a. the information provided is true, accurate and complete and not misleading in any material respect
- b. the Quote does not contain Intellectual Property that will breach a third party's rights
- c. I/we have secured all appropriate authorisations to submit this Quote, to make the statements and to provide the information in the Quote and I/we am/are not aware of any impediments to enter into a formal Contract to deliver the Requirements.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and Quote may result in the Quote being eliminated from further participation in the RFQ process and may be grounds for termination of any Contract awarded as a result of the RFQ process.

By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature: _____

Full name: _____

Title / position: _____

Name of organisation: _____

Date: _____
