MASSEY UNIVERSITY

STATEMENT OF WORK FOR [description] **Dated:**

Statement No:

The Parties:

Massey University ("Massey")

Contractor's legal name ("the Contractor"): Click here to enter text.

Background:

A. This Statement of Work is entered into pursuant to a Head Agreement between the parties dated 2015 ("Head Agreement").

B. Massey wishes to engage the Contractor to provide goods and Services as detailed in this Statement of Work.

C. The Contractor agrees to perform the goods and Services pursuant to the Head Agreement and as set out in this Statement of Work.

Head Agreement	No.	Dated: [Click to select date]	
Duration	Start Date:	End Date:	
Price[a]	Fixed Price:	Ceiling Price:	
	No. Hours/Days:	Daily:	Hourly:

[a] Price to be charged at either a Fixed Price or at the hourly or daily rate specified up to the number of hours or days and at not more than the Ceiling Price.

THE PARTIES AGREE the following:

1. This Statement of Work is incorporated into and forms part of the Head Agreement.
2. Words have the same meaning when used in this Statement of Work as defined in the General Terms.
3. If there is any conflict between this Statement of Work and the General Terms then the terms of this Statement of Work shall take precedence.

MASSEY UNIVERSITY

1. Goods and Services: The Contractor shall provide the following goods and Services:

2. Assumptions: In providing the goods and Services the Contractor has made the assumptions listed in the table below and has listed the consequences if any of the assumptions are incorrect:-

Assumption	Consequences

* Add additional lines if required

3. Dependencies: In providing the goods and Services the Contractor has depended upon the dependencies listed in the table below and has listed the consequences if any dependency is incorrect:-

Dependency	Consequences

* Add additional lines if required

4. Outcomes and Deliverables

a. **Outcomes:** The goods and Services will achieve the following Outcomes:-

i. [SET OUT OUTCOMES]

b. Deliverables: The following table sets out the agreed Deliverables, delivery dates and component price (if applicable) for completion of each deliverable.

Deliverable Number*	Description	Delivery Date	Component Price (NZD)
1			
2		Click to select date	
	Total Contract Price:		Total

* Add additional lines if required

5. Performance and Evaluation Criteria

a. For the purposes of this section of this Statement of Work:-

"Acceptance" means acceptance by Massey by notice to the Contractor in writing that the Deliverables have passed Acceptance Tests. Such notice constitutes an acknowledgement by Massey subject to section 5.7.2 of this Statement of Work, that Massey is satisfied that the Deliverables concerned meet all agreed requirements and are free from patent or reasonably discoverable defects or errors and "Accept" has a corresponding meaning;

"Acceptance Tests" means the Acceptance Tests set out in this section with respect to goods and Services which have been prepared in good faith and incorporate all procedures necessary to ensure Acceptance of Deliverables.

b. The following table sets out the Acceptance Tests relating to Deliverables which for the avoidance of doubt are additional to any performance and evaluation criteria set out in the Head Agreement:-

Deliverable Number*	Acceptance Test
1	
2	

* Add additional lines if required

c. The Contractor shall give notice in writing to Massey as soon as the Deliverables are ready for Acceptance Tests to be undertaken by Massey. Acceptance Tests will be run by Massey in the presence of representatives of the Contractor if requested by the Contractor.

d. If the Deliverables pass the Acceptance Tests, as determined by Massey (acting reasonably), Massey shall Accept the Deliverables concerned in writing.

e. If the Deliverables (or any part thereof) fail the Acceptance Tests (as determined by Massey, acting reasonably), Massey shall notify the Contractor in writing of such failure (and the detailed reasons for such failure) and the Contractor shall promptly, and at its own expense, rectify the failures and, subject to section 5.6 of this Statement of Work, the provisions of sections 5.3 to 5.5 of this Statement of Work shall apply again.

f. Where Massey notifies the Contractor of a failure under section 5.5 of this Statement of Work and the Contractor acting in good faith disagrees with one or more of the matters raised as a failure and the parties cannot resolve such disagreement the parties will then submit the dispute for expert determination procedures set out in clause 8.6.1 of the Agreement to resolve any disagreement (a referral for expert determination under this provision can be considered with a referral for expert determination under section 5.7.3 of this Statement of Work).

g. If the Deliverables (or any part thereof) fail Acceptance Tests more than two (2) times and the failure is material, then Massey may, in its sole discretion:

i. continue with further Acceptance Tests under sections 5.3 to 5.6 of this Statement of Work; or

ii. accept the Deliverables in their current state by notice in writing, provided that the Contractor shall, at its own expense, rectify the failures within a reasonable time period agreed in writing by the parties; or

iii. refer the failure out to an expert for expert determination pursuant to clause 8.6 of the Agreement to determine whether this is a failure, and if so, what cause of action the Contractor is obliged to take and in what timeframe, and failing compliance with any such determination by the Contractor, Massey shall be entitled at its sole option:

1. to engage a qualified third party to undertake such matters and the Contractor will be responsible for the actual costs of such third party contractor; or

2. require in writing that the Contractor cease work on the goods and Services with respect to any Deliverable not completed or that has failed Acceptance Tests and the Contractor shall forgo entitlement to payment of the Price relating to the uncompleted goods and Services

and/or relating to a failed Deliverable and the Contractor shall immediately refund any money paid by Massey attributable to such matters.

iv. exercise its remedies pursuant to clause 5.2 of the General Terms.

h. Deemed Acceptance shall be taken to have occurred after forty-five (45) Working Days from the date of notification by the Contractor under section 5.3 of this Statement of Work, where Massey has not undertaken Acceptance Tests on the Deliverables and notified the Contractor in writing of the acceptance or otherwise of such Deliverables.

6. Change Management

a. For the purposes of this section of this Statement of Work:-

"Change" means any deviation to a Statement of Work which would result in a variation of goods or Services, a Deliverable, or any payment for goods, Services or Deliverables, or any "date" as may be set out in this Statement of Work.

"Change Request Document" means a written report prepared and delivered by the Contractor to Massey which gives a detailed explanation and description of a Change, the cost of the Change, and how it is to be implemented and as otherwise described in this section of the Statement of Work.

b. Change Request: A party wishing to initiate a Change must give written notice of such to the other party. If the party giving such notice is Massey then the Contractor shall within five (5) Working Days after receipt of such notice, or such longer period as Massey may require, prepare and deliver to Massey a Change Request Document. If the party giving such notice is the Contractor then at the same time as the Contractor gives such notice the Contractor shall prepare and deliver to Massey a Change Request Document. The cost of preparation of a Change Request Document will be for the party requesting the Change.

c. Change Request Document: The Change Request Document will, to the extent relevant, detail:

- the title of the Change;
- the cause of the Change (what has caused the deviation from the current Statement of Work);
- the consequences of the change (particularly the impact on the Services, Outcomes and Massey if the Change is not accepted);
- the effect on the ability of the Services and Massey's technology and communication infrastructure network to meet other requirements under this Statement of Work and the Agreement;
- the feasibility of the Change;
- Options to address the Change and the effect of each option on the Outcomes, assumptions, dependencies set out in this Statement of Work;
- recommendation (which is the best option and why);
- cost implications for Massey (immediate and on-going);
- a description of any consequential material impacts on Massey's technology and communication infrastructure network, any relevant third parties' system or Massey's business or requirements known to the Contractor (or which should have been known to the Contractor given its specialist expertise, experience and role);
- where appropriate, provide suggested acceptance testing procedures and acceptance criteria for the proposed Change;
- such other information which is likely to be material to Massey's decision to proceed with the Change; and
- lessons (what can be learnt from the deviation).

d. Massey Co-operation: Massey shall provide the Contractor with all assistance reasonably requested whether the Change is initiated by it or the Contractor.

e. Notification: Massey will, within a reasonable time (being no longer than ten (10) Working Days), after receipt of the Change Request Document notify the Contractor as to whether it:

- accepts or declines the Change and the cost of the Change and any other terms set out in the Change Request Document; or
- wishes to re-negotiate any aspect of the Change Request Document, for example, price, any date or acceptance or testing procedure and/or criteria.

f. Truncated Change Management Process: Where the Change requested:

- is relatively minor (in terms of cost and impact) and is fairly routine; or
- is agreed by the parties (such agreement not to be unreasonably withheld),

a truncated change management process (acceptable to both parties) may be adopted to deal with any particular request for a Change. The Change must however be agreed in writing.

7. Pricing principles applying to Changes:

a. The Contractor will only charge Massey for a Change to the extent it is:

- not within the description of the goods and Services set out in this Statement of Work and Massey accepts the Change set out in the Change Request Document; or
- as a result of Massey being in breach of its obligations under this Agreement.

b. If there is a cost impact and the method for dealing with such cost impact is not already described in this Statement of Work, then the parties will use genuine efforts to agree a reasonable price in light of the nature and extent of the Change. If the parties are unable to agree (acting reasonably and in good faith) the relevant Change shall be deemed not to have been accepted by the parties.

c. The Contractor must ensure the price provided is in New Zealand dollars.

d. The cost, in any event, will be based on the rates set out in section 10 (Payment Method and Schedule) of this Statement of Work.

8. Reporting Requirements

The Contractor shall comply with the following reporting requirements:

8.1. Reports shall be supplied in electronic format and hard copy if requested.

8.2. The Contract Managers shall meet monthly or when otherwise agreed in writing and when requested by either party to discuss progress and the status of the goods and Services and outstanding Deliverables under this Statement of Work.

The Contractor shall report progress on goods and Services, Outcomes and/or Deliverables in interim reports to Massey as listed below:

1. Weekly written progress reports which will include :
   a. Progress to completing Deliverables in accordance with agreed timeframes and within agreed price;
   b. Where Services are being delivered on a time and materials basis, timesheets of all resources and personnel assigned to deliver the Services, including a total price;
   c. Any risks or issues identified in regards to delivery of the Services specified in the Statement of Work; and
   d. Any other reports required by Massey's contact person in relation to the Statement of Work.
2. Specific progress report 2, or state "Not applicable"
3. Specific progress report 3, or state "Not applicable"

8. Price

The total price for Specified Services will be calculated as follows:

[Choose one option, insert relevant details and delete remainder.]

[If the currency is not NZD clearly state the agreed currency.]

Fixed Fee

A fixed Fee of $[ ] excluding GST.

Individual Personnel Rates and/or Approved Personnel Rates

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

The Contractor's Approved Personnel are named individuals approved by Massey, as stated above. **[delete if there are no Approved Personnel]**

[Approved] Personnel	**[Hourly/Daily Fee Rate] (exc GST)**	**Total hours/days**	**Total Fees**
[Insert Personnel's specialisation or name of Approved Personnel]	[insert either hourly or daily rate as applicable]	[insert total maximum chargeable hours/days]	[insert total maximum charge for Fees]
[Insert Personnel's specialisation or name of Approved Personnel]	[insert either hourly or daily rate as applicable]	[insert total maximum chargeable hours/days]	[insert total maximum charge for Fees]
	Total chargeable hours/days	**[Insert total]**	
		Total chargeable Fees (excluding GST)	**[insert total]**

Expenses:

[Choose one option, insert relevant details and delete remainder.]

[If the currency is not NZD clearly state the agreed currency.]

No Expenses are payable.

OR

Actual and reasonable — general Expenses

Massey will pay the Contractor's actual and reasonable Expenses incurred in delivering the Services up to a total maximum amount of $[ ] excluding GST provided that:

a. Massey has given prior written consent to the Contractor incurring the Expense

b. the Expense is charged at actual and reasonable cost, and

c. the claim for Expenses is supported by GST receipts.

OR

Actual and reasonable — specified Expenses

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

Item of Expense	**Number of items**	**Cost (exc GST)**	**Total max cost (exc GST)**
[accommodation]	[number of nights]	[cost per night]	[total cost]
[meals]	[Breakfast, lunch and dinner]	[number days]	[total cost]
[airfares]	[number of return flights]	[cost per flight]	[total cost]
[taxi fares]	n/a	n/a	[total cost]
[mileage for vehicle]	n/a	[amount per item]	[total cost]
[Subcontractor costs]	n/a	n/a	[total cost]
		Total maximum Expenses (excluding GST)	**[insert total]**

[Choose one option, insert relevant details and delete remainder.]

[If the currency is not NZD clearly state the agreed currency.]

No Daily Allowances are payable.

OR

The Contractor is entitled to charge the following Daily Allowances:

A fixed Daily Allowance to cover accommodation, meals and incidentals, calculated as stated below. The Contractor is not required to provide receipts for Daily Allowances.

Daily Allowance item	Number of days	Rate	Total
[Accommodation]	[number]	[night rate]	[total cost]
[Breakfast]	[number]	[rate]	[total cost]
[Lunch]	[number]	[rate]	[total cost]
[Dinner]	[number]	[rate]	[total cost]
		Total maximum Daily Allowances	**[insert total]**

If no items are specified, any expenses incurred by the Contractor will be deemed to be included in the Fee unless the disbursement is agreed to by Massey prior to being incurred by the Contractor.

9. Payment Method and Schedule

The Contractor must send Massey an invoice for the Charges at the following times:

[Choose one option, insert relevant details and delete remainder.]

[If the currency is not NZD clearly state the agreed currency.]

On completion of the Services.

OR

At the end of the month, for Services delivered during that month.

OR

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

Deliverable/Milestone	**Due date**	**Amount due (exc GST)**
[insert specific Deliverables/Milestones to be achieved]	[insert date for completion of Deliverable/Milestone]	[insert amount payable on completion of the Deliverable/ Milestone]

Example

1. Development of training module.	*20 April 2015*	*$2,500*
2. Delivery of training to 20 staff.	*30 May 2015*	*$3,000*
3. Evaluation of training outcomes and end of contract report.	*30 June 201*	*$1,000*
	Total (exc GST)	***$6,500***

10. Term:

10.1. This Statement of Work will commence on the Start Date and continue until the End Date unless earlier terminated in accordance with the General Terms.

10.2. Either Party may terminate the supply of goods and Services under this Statement of Work for any reason by giving the other Party at least thirty (30) Working Days' notice in writing.

11. Premises and Resources provided by Massey (if any) – clause 7.1.9 of Head Agreement:

11.1. [Insert Massey Premises if required]

11.2. [Insert Resources provided if required]

12. Contact persons:

The main Contact Persons for the purposes of this Statement of Work are:

Client	Main Contact	Backup Contact
Name:		
Position:		
Phone:		
Mobile:		
Fax:		
Email:		

Contractor	Main Contact	Backup Contact (if any)
Name:		
Position:		
Phone:		
Mobile:		
Fax:		
Email:		

SIGNED by the Parties:

For and on behalf of Massey: **Signature**:
Name
Position:
Date:

For and on behalf of Contractors' legal name: **Signature**:
Name
Position:
Date: