

**CONTRACT FOR THE PROVISION OF SERVICES
IN RELATION TO PROPERTY AND PROJECT
MANAGEMENT**

Between

Board of Trustees of [insert School name]

And

[insert name of Contractor]

Dated [insert Month and Year]

Table of Contents

1. Parties.....	2
2. Definitions and Interpretations.....	2
3. Term.....	2
4. Fees.....	2
5. Obligations of the Contractor.....	3
6. Obligations and Rights of the Board.....	3
7. Public Interest.....	4
8. Monitoring and Evaluation.....	4
9. Review.....	5
10. Information and Records.....	5
11. Contractor Behaviour.....	5
12. Sub-contracts.....	5
13. Confidentiality.....	6
14. Intellectual Property Rights.....	6
15. Variation.....	6
16. Force Majeure.....	6
17. Warranty of Interest.....	7
18. Disputes.....	7
19. Liability.....	7
20. Termination and Cancellation.....	8
21. Survivability.....	8
22. Notices.....	8
23. Entire Agreement.....	8
Schedule 1 – Schedule of Services.....	10
Schedule 2 – Fees.....	21
Schedule 3 – Contractor Personnel.....	22
Schedule 4 – Reporting.....	24
Schedule 5 - Payments.....	25

1. Parties

1.1. This Agreement is between:

The Board of Trustees of [insert School name] School (“the Board”)

AND

[Insert Contractor Name] (the “Contractor”).

2. Definitions and Interpretations

2.1. In this School Contract, the following terms have the following meanings:

“**Board of Trustees**” (Board) means the school Board of Trustees established under Part 9 of the Education Act 1989.

“**Business Day**” means any day on which trading banks are open for business in the Area that this School Contract relates to.

“**CAD**” means Computer Aided Design.

“**Fees**” means the fees that the Contractor tendered for the Services and is attached in Schedule 2.

“**Ministry**” means the Ministry of Education.

“**PMIS**” means the Ministry’s Property Management Information System.

“**School Contract**” means the contract for long-term planning and project management services that Boards of schools may use when engaging the Contractor for the Services.

“**Services**” means the services that the Contractor can provide to schools as set out in the School Contract.

“**Subcontractor**” means any subcontractor of the Contractor approved by the Board as set out in Schedule 3 of this School Contract.

3. Term

3.1. Unless earlier cancelled or terminated in accordance with clause 19, the start date for this School Contract is on [Insert start date] and end date for this School Contract is on [Insert end date].

4. Fees

4.1. Fees for Services provided by the Contractor to the Board are as set out in Schedule 2 of this School Contract, not including any items specifically negotiated between the Contractor and the Board.

5. Obligations of the Contractor

- 5.1. The Contractor shall provide the Services specified in Schedule 1 (“the Services”) to a standard acceptable to the Board; in particular the Contractor shall:
- a. provide the Services to a standard that the Board can reasonably expect of a competent and skilled professional working in this particular area of expertise
 - b. provide the Board with reports as specified in the Schedules or as otherwise required by the Board
 - c. ensure that the Services are provided by the dates specified in the Schedules, and
 - d. take into consideration any requests made in writing by the Board.
- 5.2. The Contractor shall comply with all legal requirements that are applicable to the performance of this School Contract. The Contractor shall also comply with all current Ministry policies, including the requirements of the Ministry’s Property Management Handbook.
- 5.3. The Contractor shall comply with the Board’s security requirements, health and safety policies and procedures and any other applicable procedures which have been notified to the Contractor by the Board.
- 5.4. The Contractor agrees that under this School Contract it is not an employee, partner, joint venture partner or agent of the Board or the Ministry of Education. Personnel employed by the Contractor are not employees of the Board under this School Contract, and shall not purport to act as employees of the Board.
- 5.5. The Contractor shall be solely responsible for all ACC levies, Goods and Services Tax, PAYE, insurance premiums, superannuation payments and any other payments due and payable.
- 5.6. In the delivery of the Services the Contractor shall recognise the environment in which the Board operates, including the requirement for political neutrality, transparency in accounting for expenditure and high public expectations regarding professional and ethical conduct.
- 5.7. The Contractor acknowledges that the Board does not guarantee that a new contract with the Contractor will be entered into on the termination of this School Contract and that it has no legitimate expectation that the Board will do so.

6. Obligations and Rights of the Board

- 6.1. The Board agrees to pay the Contractor the amounts specified in Schedule 2, and in the manner specified in that schedule, subject to the terms and conditions contained within this School Contract.
- 6.2. Unless otherwise agreed in writing between the parties and recorded in Schedule 2, payments shall be made within 20 working days following :
- a. acceptance by the Board of satisfactory delivery of the relevant Services specified in Schedule 1; and

- b. acceptance by the Board of the relevant reports specified in Schedule 4; and
 - c. receipt by the Board of a GST invoice.
- 6.3. The Board reserves the right, after consultation with the Contractor, to withhold payment or make part payment in the event that the Contractor does not provide all the Services specified in this agreement, failed to meet the performance measures in Schedule 1 of this School Contract, or failed to provide reports as required under this School Contract to the satisfaction of the Board.
- 6.4. Extra work carried out by the Contractor beyond the scope of this School Contract shall be deemed to have been gratuitously performed by the Contractor, who shall have no claim against the Board.
- 6.5. The Board may use and receive information relating to the delivery of the Services under this School Contract for the purposes of:
- a. monitoring the delivery of the Services under this School Contract,
 - b. developing or improving the Services, and related policies and practices,
 - c. evaluating the School Contract, and
 - d. reporting to the Ministry of Education.
- 6.6. The Contractor acknowledges that the Board may collect and hold information about the Contractor (including the Contractor's agents, employees or sub-contractors engaged in the provision of Services under this School Contract) and such information may be passed on to the Ministry of Education for the purposes of managing, co-ordinating, and reporting on the Board's contracting activities. The Board or the Ministry may be required by parliamentary select committees or the Official Information Act 1982 to supply information on the Contractor, the nature of the work undertaken and its costs. The Contractor has the right of access to, and may request correction of, information held by the Board or the Ministry.

7. Public Interest

- 7.1. The contractor acknowledges the Board will notify the Ministry prior to the Contractor providing any services for a project that is not included in their 5 Year Agreement budget or a project that is greater than \$3 million.
- 7.2. The Contractor acknowledges that the Ministry will assess, as part of the funding requirements, that the Contractor has the capacity and skills to do the project in terms of timing, scale and general ability.

8. Monitoring and Evaluation

- 8.1. The Contractor shall conduct ongoing monitoring and evaluation of the Services provided and shall include into its operations any modification to the Services considered necessary by the Contractor or the Board.
- 8.2. The Contractor grants the Board the right to full and unrestricted access to the Contractor's records related to the delivery of the Services. The Board or its nominated evaluator shall have the right to observe the operations of the Contractor, including the delivery of any Services, and to conduct interviews

with any one involved in the operations under this School Contract providing reasonable notice is given to the Contractor. The Board may pass on to the Ministry the results of any such monitoring or evaluation.

9. Review

- 9.1. If a review process is included in Schedule 1 then the Board and the Contractor shall undertake a review or reviews of this School Contract at the time or times specified.
- 9.2. Following a review the Board may propose amendments to the whole or part of this School Contract. Both parties shall then seek to agree on what amendments, if any, shall be made to the School Contract.

10. Information and Records

- 10.1. The Contractor shall comply with all directions from the Board on the use, storage, return and destruction of any information obtained by the Contractor in providing this service.
- 10.2. The Contractor shall complete and keep up-to-date records and information relating to the Services under this School Contract and shall allow the Board full and unrestricted access to all records and information.
- 10.3. The records shall clearly identify relevant time and expenses incurred in providing the Services.

11. Contractor Behaviour

- 11.1. The Contractor shall ensure its staff (employed or contracted) and sub-contractors act in a professional manner at all times when acting under this School Contract and delivering any of the Services provided under it.
- 11.2. The Board may require the Contractor to remove from participating in the delivery of the Services any of the Contractor's staff or sub-contractors considered to be in breach of acceptable and appropriate behaviour. Acceptable and appropriate behaviour shall be largely assessed on the basis of the State Services Commission's Standards of Integrity and Conduct.

12. Sub-contracts

- 12.1. The Contractor shall not sub-contract the whole or part of its obligations under the School Contract to a third party unless:
 - a. it has made prior application to the Board giving full particulars of the part of its obligations which it wishes to sub-contract and of the proposed sub-contractor, and
 - b. these particulars are approved by the Board in writing and specified in Schedule 1.
- 12.2. The appointment of a sub-contractor shall not relieve the Contractor of any of its obligations under this School Contract.

13. Confidentiality

- 13.1. Subject to the Official Information Act 1982, the Privacy Act 1993 and any other relevant legal obligation to disclose information, the Board and the Contractor shall keep confidential all information relating to or arising out of this School Contract except that the Board may supply any information to the Ministry in confidence. The Contractor shall use such information only for the purposes of providing services under this School Contract.
- 13.2. The Contractor shall not issue to the media or any member of the public any oral or written statement about the operation of this School Contract without prior consultation with the Board.

14. Intellectual Property Rights

- 14.1. All intellectual property rights (including copyright) in all works and material produced under this agreement shall remain the property of the Board.
- 14.2. Both Parties shall continue to own all intellectual property rights that they held prior to the commencement of this School Contract.
- 14.3. The Contractor will insure that the Board retains the right to copy or adapt any documents relating to any work done under this School Contract for any purpose reasonably relating to the operation of the Board.

15. Variation

- 15.1. The parties may by mutual agreement in writing vary this School Contract and any such variation shall then form part of this School Contract.

16. Force Majeure

- 16.1. Neither the Contractor nor the Board shall be liable for any failure to perform any obligation under this School Contract if prevented from doing so by reason of war, fire, flood, storm, riot, an act of God, or any other extraordinary event beyond the control of either of the parties (a “Force Majeure event”).
- 16.2. The Board shall not pay the Contractor for any services that the Contractor is not able to perform because of a Force Majeure event.
- 16.3. A Force Majeure Event does not relieve the Board from its obligations to pay the Contractor for services that have been delivered.
- 16.4. Should either party know or anticipate that a Force Majeure event shall prevent either party from complying with this School Contract, that party must:
 - a. notify the other of the expected duration of that non-compliance; and
 - b. consult with the other party as to the best method of minimising the effects of that event.
- 16.5. Each party shall bear its own loss or damage arising from such an event.

17. Warranty of Interest

- 17.1. The Contractor warrants that it has no actual or potential conflicts of interest and shall not undertake any further work which may place the Contractor in a conflict of interest position with respect to the Services to be provided to the Board.
- 17.2. If an actual or potential conflict of interest comes to the attention of the Contractor during the term of this School Contract, it shall notify the Board immediately.

18. Disputes

- 18.1. Together the parties shall take all reasonable steps to resolve any dispute that may arise in connection with this School Contract.
- 18.2. In the first instance, the Party alleging the dispute shall give notice in writing to the other Party requesting a meeting to resolve it. Both Parties shall endeavour to resolve the dispute within 14 days of notice being given.
- 18.3. If the parties are unable to resolve the dispute by discussion within 14 Days, the parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties.
- 18.4. If the dispute remains unresolved after mediation, then the dispute may be submitted to arbitration in accordance with the Arbitration Act 1996.
- 18.5. Mediation shall proceed in a manner agreed to by the Parties. If the dispute remains unresolved after mediation, then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.
- 18.6. When practical to do so, the parties shall continue to perform their respective obligations under this School Contract during the resolution of any dispute.
- 18.7. The parties shall share the costs of mediation or arbitration equally or as determined by the arbitrators.

19. Liability

- 19.1. Notwithstanding any other provisions of this School Contract and to the maximum extent permitted by law:
 - a. The maximum aggregate liability of the Contractor to the Board for any loss, damage or claim, whether in contract, tort, or otherwise, shall be limited to \$250,000 or the annual amount of the Contractor's Fees for the Services, whichever is the lesser.
 - b. The Contractor shall in no circumstances be liable or responsible for special, consequential, or indirect loss, or loss of use;
 - c. The Contractor shall not be considered liable for any loss claim or damage resulting from the Services unless a claim is formally made on it within six years from completion of the Services;
 - d. If either party is found liable to the other (whether in tort, contract or otherwise) and the claiming party and/or any other third party has contributed to the loss or damage, the liable party shall only be liable strictly to the proportional extent of its own contribution.

20. Termination and Cancellation

- 20.1. Either party to this School Contract may terminate this School Contract by giving the other party 20 Business Days written notice of termination where the other party has breached an obligation or failed to perform an obligation under this School Contract and that breach has not been remedied before the expiry of the notice of termination.
- 20.2. The parties may mutually agree in writing to cancel this School Contract at any time.
- 20.3. If the Contractor is not able to perform any services for more than 30 days because of any Force Majeure event, the Board may terminate this School Contract by written notice.
- 20.4. Where termination or cancellation occurs under this clause:
 - a. The Board is obliged to pay only for the work already completed; and
 - b. The Contractor is not obliged to undertake further work.
- 20.5. Subject to the terms and conditions provided for in this School Contract, the parties shall not be liable to the other for damages, compensation or any other remedy at law or in equity for cancellation or termination of this School Contract.

21. Survivability

- 21.1. For the avoidance of doubt, the obligations set out within clauses 13 (Confidentiality), and 14 (Intellectual Property rights) shall continue despite the termination or expiry of this School Contract.

22. Notices

- 22.1. Notices pursuant to this School Contract shall be given in writing and shall be delivered or sent by prepaid mail, facsimile or email to persons and addresses specified in the Schedules.

23. Entire Agreement

- 23.1. This School Contract, together with the Schedules shall be the complete and exclusive agreement between the parties and supersedes all previous arrangements, whether written oral or both, relating to such matters. For the avoidance of doubt, the Ministry of Education is not a party to this School Contract and shall have no obligations under it.

SIGNATURES OF THE PARTIES TO THIS SCHOOL CONTRACT

Signed by

Signed by

[Insert Full Name, Title],

[Insert Full Name, Title].

For and on behalf of **The Board of Trustees of**
[school name]

For and on behalf of **[Insert Name of**
Contractor]

SIGNED this ____ day of _____ 20__

SIGNED this ____ day of _____ 20__

Signed by

[Insert Full Name, Title],

For and on behalf of **The Board of Trustees of**
[school name]

SIGNED this ____ day of _____ 20__

NOTE – TWO TRUSTEES SHOULD SIGN FOR THE BOARD

Schedule 1 – Schedule of Services

10YPP

Outcomes

The outcomes expected from this area are:

- A 10YPP approved by the Ministry by 30 June of the year that the 5YA is being approved, or at a time otherwise agreed.
 - The Board has been prompted to consider an annual review of the 10YPP.
-

Role of contractor

The roles the contractor is responsible for are:

1. Develop and/or review and sign-off the Initial Condition Assessment Report and the Condition Assessment
 2. Where required, obtain additional resource to conduct additional research for the Condition Assessment
 3. Where required, provide the Board with assistance in producing the Development Plan.
 4. Develop and/or review and sign-off the 10YPP.
-

Delivery methods

Suggested or possible delivery methods to deliver the outcomes are set out below.

Role # 1

Develop and/or review and sign-off the Initial Condition Assessment Report.

Delivery methods

- 1.1 Decide initial requirements
 - 1.2 Review any briefing material supplied by the Board
 - 1.3 Review any condition assessment guidelines and templates
 - 1.4 Arrange and meet with the appropriate people from the school to discuss likely issues
 - 1.5 Conduct visual condition assessment
 - 1.6 Discuss initial visual condition assessment with Board
 - 1.7 Sign off the initial condition assessment, and
 - 1.8 Agree any additional research requirements for the condition assessment with the Board and what that will cost.
-

Continued on next page

10YPP, Continued

Role # 2 **Where required, facilitate additional research for the Condition Assessment and sign off.**

Delivery methods Additional research is likely to be required if it appears in the initial condition assessment that critical health and safety issues or critical infrastructure deficiencies are likely to exist. Where this is the case, additional research is required to provide an accurate condition assessment. In some cases this will be provided by sub-contractors, in others it will require specialist professional advice.

- 2.1 Facilitate additional research
 - 2.2 Sign off condition assessment.
-

Role # 3 **Where required, provide the Board with assistance in producing the Development Plan.**

Delivery methods 3.1 Review strategic plan from Board
3.2 Develop initial brief for school
3.3 Meet and gain input from stakeholders
3.4 Identify and prioritise key principles
3.5 Develop concept plans including high level budgets for consultation
3.6 Discuss concept plans with stakeholders
3.7 Prepare final concept development design.

Role # 4 **Develop and/or review and sign-off the 10YPP.**

Delivery methods 1.1 Review inputs and draft 10YPP:
 ▪ brief from Board
 ▪ 5YA draft budget
 ▪ 10YPP template
 ▪ any development plan
 ▪ condition assessment report
1.2 Check PMIS source data
1.3 Discuss draft 10YPP with Ministry
1.4 Sign off 10YPP
1.5 Get Board sign-off on 10YPP.

Continued on next page

10YPP, Continued

Performance measures	We will assess the output was successfully delivered by applying the following performance measures:
Measure 1	The 10YPP is approved by the Ministry by 30 June of the 5YA year, or at a time as otherwise agreed, provided the School and the Ministry meet their requirements and agreed timeframes.
Measure 2	The 10YPP project, including the condition assessment, is done within the agreed budget <ul style="list-style-type: none">▪ Note: the agreed budget could include disbursements.
Measure 3	On the first iteration, 90% of the forms and materials required to be submitted to the Ministry with the 10YPP that has been signed off by the contractor and the Board, are completed as required.

Project Management

Outcomes	<p>The outcomes expected from this area are:</p> <ul style="list-style-type: none"> ▪ The 5YA projects and any other capital projects are completed: <ul style="list-style-type: none"> ▪ on time ▪ within budget ▪ to the agreed specification and plan ▪ complying with Ministry requirements, and ▪ meeting all consent requirements. ▪ Goods and services are procured in a manner that is fair to all parties involved and does not expose the Board or the Ministry to any legal action. ▪ Guarantees and warranties are able to be utilised if required (required maintenance has been done to validate the guarantee or warranty). ▪ Ministry funds are released on time. <p>Notes:</p> <ul style="list-style-type: none"> ▪ Capital project budgets are committed within 12 months of the budget being allocated by the Ministry unless otherwise agreed. ▪ Risk management capital projects (catastrophic loss reinstatement) under \$50,000 are completed within 6 months of the budget being allocated by the Ministry unless otherwise agreed.
-----------------	---

Role of contractor	<p>The roles the Contractor is responsible for are:</p> <ol style="list-style-type: none"> 1. Assist in setting up the project 2. Design and plan the project 3. Monitor progress against plan, specification, milestones and budget – and report 4. Close out the project when complete 5. Procure goods and services.
---------------------------	--

Delivery methods	Suggested or possible delivery methods to deliver the outcomes are set out below.
-------------------------	---

Role # 1	Setting up the project
Delivery methods	<ol style="list-style-type: none"> 1.1 Develop project brief 1.2 Identify conflicts of interest 1.3 Complete fees advance forms

Role # 2	Design and plan the project
-----------------	------------------------------------

Delivery methods	2.1 Refine the project brief 2.2 Pull components together for the design, plan and budget 2.3 Procure goods and services 2.4 Validate that project is still valid and viable 2.5 Get project brief signed off
-------------------------	---

Role # 3	Construction
Delivery methods	3.1 Form team 3.2 Prepare funding approval 3.3 Monitor progress against plan, specification, milestones and budget 3.4 Update CAD and PMIS forms 3.5 Reporting and documentation 3.6 Manage risks, issues and variances to plan.

Role # 4	Close
Delivery methods	<p>4.1 Conduct inspections</p> <p>4.2 Determine defects liability periods</p> <p>4.3 Issue or arrange appropriate certification</p> <ul style="list-style-type: none"> ▪ completion ▪ compliance ▪ maintenance requirements for guarantees and warrantees <p>4.4 Prepare all project management forms required by the Ministry for funding approvals</p> <p>4.5 Conduct relevant post occupancy evaluations.</p>

Role # 5	Procure goods and services
Delivery methods	<p>5.1 Develop procurement plan</p> <p>5.2 Define needs and wants for specific goods or service</p> <p>5.3 Develop registration of interest and/or request for proposal documents</p> <p>5.4 Run registration of interest and/or request for proposal process</p> <p>5.5 Select appropriate suppliers</p> <p>5.6 Engage and monitor suppliers.</p>

Performance measures	We will assess the output was successfully delivered by applying the following performance measures:
Measure 1	<p>Projects are completed:</p> <ul style="list-style-type: none"> ▪ within 5% of budget ▪ within 5% of timeframe, and ▪ to the agreed specification.
Measure 2	<p>All requirements are in place within three months of practical completion of the project in terms of:</p> <ul style="list-style-type: none"> ▪ consents ▪ certificates ▪ maintenance requirements, and ▪ guarantees and warrantees.
Measure 3	<ul style="list-style-type: none"> ▪ Procurement is conducted in accordance with the agreed procurement plan, and ▪ no legal action is successfully taken against the Board or the Ministry as a result of procurement undertaken by the Contractor.

Property Management

Outcomes	<p>The outcomes expected from this area are that the Contractor provides professional advice to Boards on the management of their property assets, including assistance with non-capital maintenance and one-off property issues. This advice is:</p> <ul style="list-style-type: none"> ▪ reasonable and prudent and to a standard expected of a reasonable and prudent project manager in this field ▪ on time, and ▪ within budget.
-----------------	---

Role of contractor	<p>The roles the Contractor is responsible for are:</p> <ol style="list-style-type: none"> 1. provide advice as required on an ad hoc basis 2. provide advice as required on an ongoing basis.
---------------------------	--

Delivery methods	Suggested or possible delivery methods to deliver the outcomes are set out below.
-------------------------	---

Role # 1	Provide advice on ad hoc basis
Delivery methods	<ol style="list-style-type: none"> 1.1 Get brief from school 1.2 Discuss brief and action plan with the school 1.3 Provide advice in accordance with plan.

Role # 2	Provide advice on ongoing basis
Delivery methods	<ol style="list-style-type: none"> 2.1 Attend meetings as required 2.2 Raise issues as they are noticed 2.3 Provide advice accordingly.

Performance measures	We will assess the output was successfully delivered by applying the following performance measures:
-----------------------------	--

Measure 1	90% of the advice provided is: <ul style="list-style-type: none">▪ on time▪ within the agreed budget, and▪ reasonable and prudent and to a standard expected of a reasonable and prudent project manager in this field.
------------------	---

Specialist Professional Advice

Introduction	<p>Specialist professional advice - could include:</p> <ul style="list-style-type: none"> ▪ architect ▪ structural engineer ▪ surveyor ▪ geo-tech engineer ▪ quantity surveyor ▪ heating & ventilation ▪ electrical design ▪ telecommunications & data, and ▪ fire protection & safety.
---------------------	--

Outcomes	<p>The outcomes expected from this area are that the Contractor provides specialist advice in specific areas of expertise, either directly or by subcontracting appropriate third parties. This advice is:</p> <ul style="list-style-type: none"> ▪ reasonable and prudent and to a standard expected of a reasonable and prudent contractor in their respective field of expertise ▪ on time, and ▪ within budget.
-----------------	--

Role of contractor	<p>The roles the Contractor is responsible for are provide advice as required, either directly or by subcontracting appropriate third parties.</p>
---------------------------	--

Delivery methods	<p>Suggested or possible delivery methods to deliver the outcomes are set out below.</p>
-------------------------	--

Role # 1	Provide Specialist advice
Delivery methods	<ol style="list-style-type: none"> 1.1 Get brief from Board 1.2 Discuss the brief and action plan with the school and decide whether to sub-contract or do the 1.3 Provide advice in accordance with plan.

Performance measures	We will assess the output was successfully delivered by applying the following performance measures:
Measure 1	90% of the advice provided is: <ul style="list-style-type: none">▪ on time▪ within the agreed budget, and▪ reasonable and prudent and to a standard expected of a reasonable and prudent contractor in their respective field of expertise.

Generic Services

Outcomes	<p>The outcomes expected from this area are:</p> <ul style="list-style-type: none"> ▪ Timely and complete reporting ▪ Timely and accurate invoicing ▪ Timely payment of invoices.
-----------------	--

Role of contractor	<p>The roles the Contractor is responsible for are:</p> <ol style="list-style-type: none"> 1. Produce reports on time with all of the required documentation correctly completed. 2. Send invoices to the Board that are accurate and within agreed timeframes.
---------------------------	---

Role of School	<p>The roles the Board is responsible for are:</p> <ol style="list-style-type: none"> 1. Meeting its deadlines and timeframes for attending meetings and responding to queries. 2. Paying Contractor invoices on time.
-----------------------	--

Delivery methods	<p>The delivery methods in these areas are self evident.</p>
-------------------------	--

Performance measures	<p>We will assess the output was successfully delivered by applying the following performance measures:</p>
Measure 1	<p>90% of the report materials required and agreed by the Contractor are delivered by the agreed time.</p>
Measure 2	<p>90% of invoices submitted by the Contractor are submitted on time.</p>
Measure 3	<p>90% of invoice material submitted by the Contractor is complete and accurate on the first iteration.</p>
Measure 4	<p>90% of undisputed amounts of the total invoices to be paid to the Contractor by the Board are paid on time, provided they are received by the Board by the due date.</p>

Schedule 2 – Fees

To be attached.

S3.3

The Subcontractors engaged by the Contractor at the outset of this School Contract are set out below.

Subcontractor Name	Role

Schedule 4 – Reporting

S4.1

Monthly reporting.

The Contractor shall provide the Board with a monthly report that includes:

- work done this month
 - work planned for next month
 - risks and issues
 - budget - income and expenditure against plans and milestones.
-

S4.2

Project reporting.

The Parties acknowledge that some reporting and milestones will be agreed as part of the project planning process. These plans, milestones, budgets and the reporting required will be agreed and documented on an as required basis.

Schedule 5 - Payments

S5.1

The Board will be the final decision-maker regarding the quality of the Services.

Payments will be made within 20 days following:

- acceptance by the Board of satisfactory delivery of the relevant outputs specified in the Schedule 1.
- acceptance by the Board of the relevant reports specified in Schedule 4, and
- receipt by the Board of a GST invoice from the Contractor.