Office of Film and Literature Classification Contract for the Purchase and Provision of Services

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CONTRACT FOR THE PURCHASE AND PROVISION OF SERVICES

A: THE PARTIES AND THE PERIOD OF THIS CONTRACT

This Contract is between

Office of Film and Literature Classification (referred to in this Contract as "we", "us", "our", "OFLC")

Address: Level 4, BP House
20 Customhouse Quay,
Po Box 1999
Wellington.

Facsimile: 04 471 6781

and

DATACOM SYSTEMS WELLINGTON LIMITED (referred to in this Contract as "you", "your", "Datacom")

Address: Level 9, South Tower
68-86 Jervois Quay,
PO Box 6376
Wellington

Facsimile: 04 460 1511

BACKGROUND

- OFLC has identified the need for a software application to support its examination and classification process.
- OFLC issued a Request for Proposal in October 2006.

9(2)(b)(ii)

- The parties now wish to enter into an agreement for services.

THE PARTIES AGREE AS FOLLOWS:

9(2)(b)(ii)

B: SERVICES AND DELIVERABLES

9(2)(b)(ii)

C: QUALITY

9(2)(b)(ii)

[redacted]

D: PAYMENT

9(2)(b)(ii)

[redacted]

E: INFORMATION

9(2)(b)(ii)

[redacted]

F: GENERAL RESPONSIBILITIES

9(2)(b)(ii)

[redacted]

G: CHANGE REQUEST

9(2)(b)(ii)

[redacted]

H: ACCEPTANCE TESTING

9(2)(b)(ii)

[redacted]

I: SERVICE DELIVERY AND MANAGEMENT RESPONSIBILITY

9(2)(b)(ii)

[redacted]

J:DEFINITIONS

J1 Definitions applying to all sections of this Contract

(a) ***"Acceptance" "Accept" "Accepted"*** *means written notification from us that a Deliverable has successfully completed Acceptance Testing.*

(b) ***"Acceptance Test Plan"*** *means the plan, agreed in writing, which sets out any Acceptance Tests for the Deliverables in a Statement of Work.*

(c) ***"Acceptance Testing" "Acceptance Tests"*** *means process of, and criteria for, testing a Deliverable for the purpose of confirming whether or not the Deliverable meets the Requirements, as set out in the Acceptance Test Plan.*

(d) ***"Authorised Representative"*** *means a person nominated as such in clause **A3** or any other person subsequently nominated.*

(e) ***"both of us"*** *means both we and you.*

(f) ***"Business Day"*** *means any day, other than a Saturday, Sunday, or public holiday observed in Wellington, New Zealand.*

(g) ***"Business Requirements"*** *means the document, approved by us, that specifies our business requirements for one or more Deliverables.*

(h) ***"Change Request"*** *has the meaning set out in clause **G1.1**.*

(i) ***"Change Request Procedure"*** *means the process set out in clause **G1**.*

(j) ***"Charges"*** *means the amounts payable by us to you in respect of the Services and Deliverables supplied under a Statement of Work, as set out in the relevant Statement of Work and subject only to variations agreed in accordance with the Change Request Procedure.*

(k) ***"Confidential Information"*** *has the meaning given to it in clause **F4**.*

(l) ***"Deliverable"*** *means, as the context requires, any service, obligation, software, documentation, or other item required to be delivered, supplied modified, or performed by you under this Contract including, without limitation, any Deliverable detailed in section **B** and any alteration of, or addition to, that Deliverable pursuant to clause **F16** or clause **G**.*

(m) ***"Delivery Date"*** *in relation to a Deliverable, means the date by which you must have completed and supplied that Deliverable to us, as set out in a Statement of Work.*

(n) ***"Documentation"*** *means the operating manuals, handbooks, maintenance libraries, educational materials, installation instructions and other publications to be supplied by you to us to enable us to operate and support the Deliverables in an effective manner.*

(o) ***"either of us"*** *means either we or you.*

(p) ***"Functional Specification"*** *means the document that specifies the functions that Deliverable must perform.*

(q) ***"GST"*** *means goods and services tax, payable in accordance with the Goods and Services Tax Act 1985.*

(r) ***"Intellectual Property"*** *means copyrights, patents, trade marks, design rights, trade secrets, eligible layouts, confidential information, or other industrial or intellectual property rights.*

(s) ***"neither of us"*** *means neither we nor you.*

(t) ***"Non-Functional Specification"*** *means the document that sets out the specifications of a Deliverable other than those set out in the Functional Specification.*

(u) ***"Payment Milestone"*** *means a date on which we will make a payment to you, as specified in the relevant Statement of Work.*

(v) ***"Project Management Plan"*** *means the document, agreed in writing by the parties, which describes the activities, tasks, and responsibilities that will be used to produce and deliver, and manage the production and delivery of, the Services and Deliverables.*

(w) ***"Requirements"*** *means agreed functions and specifications for the Deliverables, as set out in the Functional Specification(s) and Statement of Work respectively.*

(x) ***"Service"*** *means any task, activity, or other service required to be performed by you under this Contract including, without limitation, any Service detailed in section **B** and any alteration of, or addition to, that Service pursuant to clause **F16** or clause **G**.*

(y) ***"Source Code"*** *means the original human-readable version of a script or program, written in a particular computer scripting or programming language (if applicable, before the script or program is compiled or interpreted into machine-readable form) together with supporting explanatory documentation that is sufficient to enable a suitably skilled programmer to support, maintain, and modify that Source Code in an efficient manner.*

(z) ***"Statement of Work"*** *means a statement of work, agreed in writing by the parties, describing (without limitation) the Deliverables and Services to be provided by the Supplier, the Charges, Acceptance Tests, Requirements, Delivery Dates, Payment Milestones, and other obligations of each party under that Statement of Work and attached as a schedule to this Contract both prior to execution and following.*

(aa) ***"we" "us" "our" "the OFLC"*** *means the Office of Film and Literature Classification .*

(bb) ***"you" "your" "Datacom"*** *means Datacom Systems Limited.*

Where a word or phrase is defined only for the purposes of a particular section of this Contract, the definition is set out in that section.

L: SIGNATURES OF THE PARTIES TO THIS CONTRACT

SIGNED by

Julia Ewing-Jarvie)
Corporate Services Manager , Office of Film & Literature)
Classification)
for and on behalf of)
Office of Film & Literature Classification) *(signature)*
in the presence of:)

..... *Signature of Witness*

..... *Name of Witness*

..... *Address of Witness*

..... *Occupation of Witness*

Date:.....

SIGNED by

9(2)(b)(ii))
for and on behalf of)
Datacom Systems Wellington Limited) *(signature)*
in the presence of:)

..... *Signature of Witness*

..... *Name of Witness*

..... *Address of Witness*

..... *Occupation of Witness*

Date:.....

SCHEDULE 1 – Change Request Format

Change Request Number:
Originator:
Date Proposed:

CR0

Purpose

Business Requirements

Background

Options

Costs

Recommendation

Sign-Off

Business Acceptance:

Signed

.....
Julia Ewing-Jarvie
CDP Project Manager

Date: .....

Attachments