

# **Student Services Funding Agreement 2019-2021**

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Victoria University of Wellington

Victoria University of Wellington Students' Asso and Te Ropu  
Taura o te Kura Wananga o te Upoko o te Ika a Maui  
Incorporated

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**GreenwoodRocheChisnall**  
PROJECT LAWYERS

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## **PARTIES**

Victoria University of Wellington (*Victoria*)

Victoria University of Wellington Students' Asso and Te Ropu Tauira o te Kura Wananga o te Upoko o te Ika a Maui Incorporated (*VUWSA*)

## **BACKGROUND**

- A Victoria is a university established under section 162(1)(a) of the Education Act 1989.
- B VUWSA is an incorporated society established to promote the interests and participation of its members, the students of Victoria, and represent their views.
- C Victoria requires services:
  - (a) to coordinate certain activities, and provide training and support to certain persons, relating to its class representative and faculty delegate systems;
  - (b) to promote and deliver independent advocacy, representation, support and advice to Victoria students;
  - (c) in relation to its students' welfare; and
  - (d) in relation to the production and dissemination of student media.
- D Victoria and VUWSA are currently parties to a Student Services Funding Agreement dated 17 December 2015 under which VUWSA has agreed to provide the above-mentioned services to Victoria.
- E Notwithstanding clause 14 of that agreement, Victoria and VUWSA agree that, by entering into this agreement, that earlier agreement is terminated with effect from 31 December 2018.

## **OPERATIVE PART**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, the following definitions apply:

*Agreement* means this agreement and including its schedules;

*Base Funding means* the base amount of \$851,675 per annum (plus GST, if any) to be granted by Victoria to VUWSA in accordance with the terms of this Agreement;

*Commencement Date* means 1 January 2019;

*Confidential Information* means all terms and conditions of and information made available by or on behalf of Victoria under this Agreement and all information (in whatever form) which is known by a party or any of its representatives to be secret or confidential, or which from the circumstances a person would reasonably conclude is confidential, that is provided by a party or any of its representatives to the other party or any of its representatives, or otherwise obtained by a party or any of its representatives, whether obtained before or after the Commencement Date, in connection with the Services or this Agreement;

*Force Majeure Event* means any event beyond the reasonable control of either party which results in non-performance by that party and includes:

- (a) fire, flood, storm, earthquake, landslide, volcanic eruption, epidemic or other forces of nature or explosion;
- (b) strikes, lockouts or labour disputes (excluding lawful strikes, lockouts or labour disputes involving the employees of or breach of contract by the suppliers or contractors of VUWSA); and
- (c) sabotage or terrorist activity or revolution, riot, act of war whether declared or not or warlike operations,

but does not include events to the extent that the effect of that event could have been substantially prevented, avoided or overcome or mitigated by the party affected or is an event for which the party affected is or was directly responsible;

*Funding* means the Base Funding plus any further funding agreed in accordance with clause 7.3;

*Good Industry Practice* means the exercise of that degree of skill, diligence and prudence that would reasonably be expected from a provider of services in New Zealand that are substantially similar to the Services;

*H&S Legislation* means the Health and Safety at Work Act 2015;

*Indicative Budget* has the meaning given in clause 6.1(a)(i);

*Key Performance Indicators* means the key performance indicators relating to provision of the Services set out in Schedule 2 (*Key Performance Indicators*);

*Law* means:

- (a) any statute, regulation, by law, ordinance or subordinate legislation in force from time to time to which a party is subject;
- (b) the common law and the law of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard enforceable by law; or
- (e) any applicable direction, policy, permission, consent, licence rule or order that is binding on a party and that is made or given by any governmental,

legal or regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

*Levy* means the student services fee fixed by Victoria under section 227 (1B) of the Education Act 1989.

*Ministerial Categories* means the ministerial categories of student services set out in the Education (Compulsory Student Services Fees) Notice 2014, as amended, added to, updated or replaced from time to time;

*Personnel* means a person's employees, agents, officers and subcontractors;

*Pre-Existing IP* means any intellectual property owned or licensed by a party prior to the Commencement Date;

*Representative* has the meaning given in clause 5(a) (*Representatives*);

*Services* means the services recorded in Schedule 1 (*Services Description*) or as otherwise agreed in writing by the parties;

*Services IP* means any intellectual property developed or created by VUWSA (or both parties) during the Term as a result of or in connection with the Services or this Agreement (including any intellectual property in any handbooks, training materials, and newsletters identified in Schedule 1 (*Services Description*) but excluding any Victoria logo licensed to VUWSA in accordance with clause 10(b) and any intellectual property developed or created by VUWSA during the Term as a result of or in connection with the provision of student media Services in accordance with Part 6 of Schedule 1); and

*Term* means the term for the provision of the Services given in clause 3.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to a clause or a schedule is a reference to a clause of or a schedule to this Agreement;
- (b) a gender includes each other gender, and the singular includes the plural and vice versa;
- (c) a reference to a party to this Agreement includes reference to its respective successors in title and permitted assigns (and where the context so permits) its respective employees, contractors, subcontractors, agents and representatives;
- (d) any reference to a consent, requires the prior written consent of the party required to give that consent;
- (e) whenever the words "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";
- (f) headings to clauses in this Agreement are for reference only and are not to have any effect on construction and interpretation;

- (g) a reference to business days is a reference to any day of the year other than a Saturday, a Sunday, a New Zealand public holiday or Wellington anniversary day; and
- (h) a reference to days, other than business days, is a reference to any calendar day of the year.

## 2 APPOINTMENT AND ACCEPTANCE

Victoria appoints VUWSA to perform the Services during the Term, and VUWSA accepts that appointment, subject and pursuant to the terms of this Agreement.

## 3 TERM

### 3.1 Term

This Agreement will start on the Commencement Date and will continue for an initial term of 3 years from the Commencement Date.

### 3.2 Renewal

No later than 30 September 2021, VUWSA may notify Victoria that it wishes to renew this Agreement for a further term of 3 years from 1 January 2022 until 31 December 2024. Provided Victoria is satisfied in its absolute discretion with VUWSA's overall compliance with this Agreement (including the KPIs) during the period from the Commencement Date until 30 September 2021, Victoria will agree to such renewal.

## 4 SERVICES

### 4.1 General

- (a) VUWSA will perform the Services:
  - (i) in accordance with the terms of this Agreement;
  - (ii) with a high standard of skill, care and diligence as would be expected of an experienced contractor performing such services;
  - (iii) in an efficient, professional and cost-effective manner;
  - (iv) using techniques, methodologies, processes and materials that accord with Good Industry Practice;
  - (v) using suitable Personnel who possess suitable skills, training, experience and who have appropriate supervision and who will perform all tasks assigned to them in an efficient, timely and effective manner;
  - (vi) in accordance with all Laws and all Victoria's statutes and policies; and
  - (vii) in accordance with any reasonable instructions or directions given by Victoria or by its authorised Personnel.
- (b) Subject to the requirements of any Law, VUWSA will ensure that the Services are available and provided on equal terms to all Victoria students

(irrespective of whether they are members of VUWSA) and in accordance with the hours of operation specified in Schedule 1 (*Services Description*) where relevant. In providing the Services, VUWSA and its Personnel will not state, infer or in any way imply:

- (i) that those Services are a benefit of VUWSA membership; or
  - (ii) that any students are required or advised to become VUWSA members and, to avoid doubt, VUWSA and its Personnel will not use the provision of the Services to promote VUWSA membership.
- (c) VUWSA will perform the Services and all tasks comprising the Services at its own cost and in accordance with the conditions and timeframes set out in Schedule 1 (*Services Description*) or, if no timeframes are specified, within a reasonable time.
- (d) In performing the Services VUWSA must:
- (i) not damage or adversely affect Victoria's reputation, systems or infrastructure; and
  - (ii) not cause Victoria to be in breach of any Law or any Victoria statute or policy.
- (e) The parties agree that clause 4.1(d)(i) will not operate to infringe on the editorial independence of Salient.
- (f) Victoria acknowledges VUWSA's role to act as the critic and conscience of Victoria University and of society. Provided VUWSA acts reasonably, in good faith and with due regard to Victoria's reputation in pursuing that role, VUWSA will not be in breach of clause 4.1(d).

#### 4.2 Incidental Services

If any services, functions, responsibilities, activities or tasks are not specifically described or included within the definition of Services but now or in the future are required to properly provide or perform the Services because they are a necessary or incidental part of the Services, they will be deemed implied by, and included in, the scope of the Services, as if described in this Agreement.

#### 4.3 Subcontracting

- (a) VUWSA must not subcontract the whole, or any part, of the performance of any of its obligations under this Agreement, except with the prior written consent of Victoria (which shall not be unreasonably withheld). Victoria shall provide a response within two (2) business days of VUWSA seeking consent and providing all information relating to such request which is reasonably required by Victoria, provided that VUWSA seeks consent as soon as reasonably practicable (and no later than three (3) business days) after becoming aware of the need or desire to subcontract.
- (b) If Victoria consents to the use of a subcontractor, VUWSA will remain fully responsible as primary obligor for all work carried out by any subcontractor,



all materials used by a subcontractor and for any act or omission on the part of any subcontractor.

#### 4.4 Key Performance Indicators

- (a) In providing the Services, VUWSA will ensure that the Key Performance Indicators are met.
- (b) VUWSA will undertake all reasonably necessary measures (as appropriate), to enable a proper and reasonable assessment by Victoria and VUWSA of whether the Key Performance Indicators are met.

#### 4.5 Remedy of errors, omissions, etc

Without prejudice to any other right or remedy that may be available to Victoria at Law or under this Agreement, VUWSA will at its own cost and to the satisfaction of Victoria, correct any errors, omissions, defects or faults in the provision and performance of the Services that Victoria provides written notification of to VUWSA during the Term.

#### 4.6 Health and Safety

- (a) Without prejudice to VUWSA's obligations under clause 4.1(a)(vi), in providing the Services VUWSA will comply with all obligations under the H&S Legislation and will:
  - (i) be responsible for the health and safety of any person who enters onto Victoria's premises at the request of VUWSA; and
  - (ii) without limiting clause 4.1(a)(vi), comply with Victoria's Health and Safety Policy (a copy of which is publically available on Victoria's website).
- (b) At no time and under no circumstances will Victoria (to the maximum extent permitted by Law) have any liability to meet any of VUWSA's obligations under the H&S Legislation.

#### 4.7 No obligation to use VUWSA for other services

Victoria may enter into agreements with other contractors for the provision of other services.

#### 4.8 Transition

Victoria may use a different contractor to perform the Services, or services similar to the Services, after the expiration of the Term or termination of this Agreement. Upon request by Victoria, VUWSA shall promptly and at no cost to Victoria or such different contractor provide all reasonable assistance to Victoria and/or such different contractor so as to ensure a smooth handover of the Services to that different contractor.

## 5 REPRESENTATIVES

- (a) Each party will appoint, and maintain during the Term, a suitably qualified and experienced representative (*Representative*).
- (b) On the Commencement Date, the Director, Student Academic Services will be Victoria's Representative, and the Chief Executive Officer will be VUWSA's Representative.
- (c) Either party may at any time change its Representative by notice in writing to the other party.
- (d) The Representatives will meet as required during the Term to review planning and performance of the Services, relationship issues and any other matters or items arising in relation to the Services to be provided under this Agreement.

## 6 REPORTING AND RECORDS

### 6.1 Reporting

- (a) VUWSA will provide to Victoria:
  - (i) on or before 1 December in each year, an indicative budget for the following year against each of the Ministerial Categories (*Indicative Budget*);
  - (ii) on or before 10 April, 10 July, and 10 October in each year, a report against the Indicative Budget, such report to be prepared in accordance with the form in Schedule 3 (*Reporting Obligations*), a statement of performance against each Key Performance Indicator, a written report (separately for each of the Services) relating to the provision of each Service during the period since the last written report was provided to Victoria under this clause and year to date containing the information reasonably required by Victoria
  - (iii) on or before 20 January 2019, 22 January 2020 or 21 January 2021 (as relevant), a year-end report against the Indicative Budget, such report to be prepared in accordance with the form in Schedule 4, a statement of performance against each Key Performance Indicator, a written report (separately for each of the Services) relating to the provision of each Service during the relevant year containing the information reasonably required by Victoria;
  - (iv) on or before 3 February 2020, VUWSA's draft 2019 accounts; and on or before 5 February 2021, VUWSA's draft 2020 accounts; and on or before 4 February 2022, VUWSA's draft 2021 accounts;
  - (v) notification on or before 17 February in each year, indicating when the final audited VUWSA accounts will be available to the University, which must be no later than 30 June each year; and
  - (vi) VUWSA's final audited accounts by 30 June each year.

- (b) Upon request from VUWSA, the parties will conduct operational review meetings at times agreed between the Representatives (but no more frequently than twice in a year).
- (c) There will also be ad-hoc telephone conference and face-to-face meetings, as required by Victoria, between the Representatives.

## 6.2 Records

VUWSA must at all times during the Term and for seven (7) years after the expiry or termination of this Agreement:

- (a) maintain true, up-to-date, accurate and complete records of all invoices, reports, operating processes and procedures and other records relating to the Services, in accordance with Good Industry Practice;
- (b) without limiting clause 6.2(a), ensure that all such records are written in a way which will enable future use, provision and/or support of any infrastructure or any other works, goods or services implemented or provided by VUWSA or by any competent service provider or Victoria's properly trained technical staff, without further reference to VUWSA; and
- (c) provide all of the records referred to in clause 6.2(a) to Victoria as soon as practicable when requested by Victoria.

## 6.3 Audit and access to Records, Information and Personnel

- (a) Victoria may at any time from the date that is six (6) months from the Commencement Date give VUWSA not less than five (5) working days' notice that it intends to undertake an audit to assess VUWSA's compliance with this Agreement and/or VUWSA's revenue and expenditure in relation to the Services.
- (b) Within one (1) working day of receiving Victoria's notice under clause 6.3(a), VUWSA may notify Victoria in writing that it requires the audit to be undertaken by an independent auditor. In such case, the parties shall, within 48 hours, agree on an independent auditor to undertake the audit and failing agreement, such auditor shall be nominated by the president of the New Zealand Law Society, or the president's delegate. VUWSA shall be solely responsible for all costs, fees, charges and expenses of, and associated with the use of, an independent auditor. To avoid doubt, if VUWSA does not so notify Victoria in writing that it requires the audit to be undertaken by an independent auditor within 24 hours, the audit will be undertaken by Victoria (or Victoria's nominee).
- (c) VUWSA will provide Victoria (or its nominee) or the independent auditor (as the case may be) with all reasonable assistance necessary in order for Victoria to undertake the audit and, in particular, will provide access to:
  - (i) all of the records and other information required to be maintained under clause 6.2;
  - (ii) VUWSA's Personnel; and

- (iii) any other information relevant to VUWSA's performance and compliance with the terms of this Agreement,

to allow the inspection and copying of such records and information for audit purposes.

- (d) Within 14 days of completing any audit, Victoria will provide, or will procure that its nominee or the independent auditor (as the case may be) provides, a written summary of its findings to VUWSA.

#### 6.4 Security of Records

All records must be stored and archived in accordance with Good Industry Practice and in a manner which reasonably ensures their continued safety from destruction or loss and their confidentiality. Where records are kept in electronic form, they must be backed-up and copied in accordance with good commercial practice for the retention and safety of records of such a nature.

### 7 Funding

#### 7.1 Funding procedures

- (a) In consideration of VUWSA performing its obligations under this Agreement, Victoria will grant to VUWSA the Base Funding in equal instalments in each of February 2019, July 2019, February 2020, July 2020, February 2021 and July 2021 in accordance with this clause 7.
- (b) Victoria will grant the Funding, subject to VUWSA:
  - (i) first providing Victoria with a valid tax invoice for the relevant instalment; and
  - (ii) complying with its obligations under this Agreement (including all specific obligations relating to a particular Service identified in Schedule 1 (*Description of Services*) and any other obligations agreed between the parties from time to time).
- (c) Except for any GST payable by Victoria, all taxes, levies and duties payable in connection with this Agreement under any Law are to be paid by VUWSA and not passed onto Victoria. Victoria may deduct from any payments to be made to VUWSA any withholding taxes or other deductions that it is required by Law to make.

#### 7.2 Suspension of Funding

Without prejudice to any other right or remedy that may be available to Victoria, if VUWSA is in material breach of any provision of this Agreement, Victoria may suspend payment of all or any part of the Funding until that breach is remedied.

#### 7.3 Increased Funding

Victoria will not be obliged to provide any further funding to VUWSA in relation to the Services during the Term unless:

- (a) VUWSA can satisfy Victoria that the need for further funding is and will support Victoria's strategic initiatives; or
- (b) VUWSA submits a proposal to Victoria following the submission of Victoria's Single Data Return to the Tertiary Education Commission and where that Single Data Return indicates that additional funding may be available. VUWSA's proposal will be discussed by the Advisory Committee on the Student Services Levy,

and, in either case, Victoria may decide to provide further funding in such amounts as Victoria determines.

#### **7.4 Increases to the Levy**

If the Levy is increased during the Term of this Agreement, the parties will meet in good faith and endeavour to agree to increase the Base Funding amount proportionate to the increase in the Levy or a lesser increase, taking into account:

- (a) the number of enrolments for the relevant term or year in contrast to the number of enrolments in previous terms or years and the number of forecasted enrolments;
- (b) VUWSA's compliance with this Agreement and performance of Key Performance Indicators; and
- (c) any other matter that the parties consider relevant.

### **8 WARRANTIES**

#### **8.1 General Warranties**

Each party represents, warrants and undertakes that:

- (a) it has full power, capacity and authority to execute, deliver, and perform its obligations under this Agreement;
- (b) it has, and will continue to have, all the necessary consents, permissions, licences and rights to enter into and perform its obligations under this Agreement; and
- (c) once executed this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

#### **8.2 VUWSA's Warranties**

VUWSA represents, warrants and undertakes that:

- (a) the possession or use of any item of intellectual property supplied or licensed by VUWSA in connection with the provision of the Services will not infringe the intellectual property rights of any third party; and
- (b) all documentation and any other information supplied to Victoria is accurate and complete and suitable for the purpose supplied to Victoria.

### 8.3 Continuous Application

The warranties, representations and undertakings set out in this clause 8 will be deemed to be given continuously throughout the Term by the party giving such warranty, representation or undertaking.

## 9 LIMITATION OF LIABILITY

### 9.1 By Agreement

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other party for any indirect, consequential or special loss or damage arising in connection with this Agreement, including any loss of profit, business, revenue, data, goodwill or anticipated savings. This exclusion of liability applies to liability in contract and tort.

### 9.2 Consumer Guarantees Act

Victoria is acquiring the Services for business purposes, and the parties agree that the Consumer Guarantees Act 1993 does not apply.

## 10 INTELLECTUAL PROPERTY

- (a) The parties acknowledge and confirm that:
- (i) subject to clause 10(b), nothing in this Agreement gives VUWSA any rights in Victoria's Pre-Existing IP;
  - (ii) nothing in this Agreement gives Victoria any rights in VUWSA's Pre-Existing IP;
  - (iii) ownership of any Services IP shall vest immediately upon creation in Victoria and VUWSA, jointly and severally, and each is entitled to use, modify and develop the Services IP independently and without reference to the other; and
  - (iv) the intellectual property in any modifications or developments of Services IP shall vest immediately upon creation in the party creating those modifications or developments.
- (b) Victoria hereby grants VUWSA a royalty-free, non-exclusive, non-transferable licence during the Term to use, in accordance with any guidelines or requirements of Victoria, the Victoria logo specified by Victoria for the sole purpose of complying with the following paragraphs of Schedule 1 (*Services Description*):
- (i) paragraphs 3 and 4 of Part 1;
  - (ii) paragraphs 1 and 2 of Part 2; and
  - (iii) paragraph 4(c) of Part 3.

**11 GENERAL INDEMNITY**

VUWSA will fully indemnify Victoria (including its Personnel) against all claims, proceedings, actions, liabilities, damages, costs, expenses and losses (including full legal costs) suffered or incurred by either or both Victoria or its Personnel as a result of any:

- (a) breach of this Agreement;
- (b) unlawful, negligent or wilful act or omission by VUWSA or its Personnel; or
- (c) personal injury, death or loss of or damage to tangible property,

except to the extent that such claims, proceedings, actions, liabilities, damages, costs, expenses and losses arise as a direct result of an act or omission of Victoria.

**12 INSURANCE**

- (a) VUWSA will maintain during the Term:
  - (i) public liability insurance for an amount not less than \$2,000,000 in aggregate in respect of any claim during this Agreement and run off cover for a period of two years from the end of this Agreement; and
  - (ii) any other insurance policies reasonably requested by Victoria.
- (b) The insurance policies must cover VUWSA and Victoria against any liability arising out of or in connection with the performance by VUWSA of its obligations under this Agreement.
- (c) VUWSA will, at Victoria's request, promptly provide satisfactory evidence that VUWSA has complied with the obligations in clause 12(a).

**13 FORCE MAJEURE**

Neither party will be liable to the other party for any failure to perform its obligations under this Agreement, during the time and to the extent that such performance is prevented, wholly or substantially, by reason of any Force Majeure Event. The party affected must:

- (a) notify the other party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event, including the extent of its inability to perform, an estimate of the time likely to be required to overcome it and the steps the affected party will take to comply with clauses 13(b) and 13(c);
- (b) use all reasonable endeavours to remedy or mitigate the effect of the Force Majeure Event and minimise the impact on its obligations and the other party; and
- (c) use all reasonable endeavours to complete its obligations under this Agreement as far as practicable.

**14 TERMINATION**

- (a) Either party may terminate this Agreement by notice in writing to the other if the other party has materially breached any of its obligations under this Agreement and:
  - (i) that breach is not capable of remedy; or
  - (ii) the other party fails to remedy the breach within 10 days after written notice from the non-defaulting party specifying the breach and requiring it to be remedied, or such other time period as is specified in a notice given under clause 18(b).
- (b) Without prejudice to any other rights that Victoria may have under this Agreement or at Law, Victoria may terminate this Agreement immediately by notice in writing if:
  - (i) VUWSA transfers or assigns its rights or obligations under this Agreement, otherwise than in accordance with clause 21.1; or
  - (ii) VUWSA becomes, or threatens to become, or is at serious and substantial risk of becoming, subject to any form of insolvency event including, without limitation, any resolution, procedure or proceedings relating to VUWSA's liquidation, inability to pay its debts as they fall due, insolvency or appointment of a receiver, receiver and manager, administrator, liquidator, provisional liquidator, statutory manager or similar officer, or if VUWSA makes an assignment for the benefit of its creditors.
- (c) If this Agreement is terminated in accordance with its terms then VUWSA shall:
  - (i) promptly return to Victoria all documents, information and items of property belonging to Victoria that are in VUWSA's possession or control; and
  - (ii) within seven (7) days of such termination, pay to Victoria the proportion of the Funding granted by Victoria (if any, and calculated on a daily basis) which relates to the period from the date of termination to the end of the Term.

**15 DISPUTE RESOLUTION****15.1 Dispute Arises**

If any dispute or difference arises between the parties in relation to, or arising out of, this Agreement, both parties will endeavour in good faith to settle the dispute by agreement. Unless Victoria notifies VUWSA otherwise, VUWSA will continue providing the Services in accordance with this Agreement, notwithstanding the dispute.



## 15.2 Reference to senior managers

If the dispute or difference is not settled by agreement under clause 15.1 within 10 business days of the dispute or difference arising then, unless agreed otherwise, it will be referred to a senior manager of each of the parties (or such other person who performs the functions of a senior manager for each party) for resolution.

## 15.3 Mediator

If the dispute or difference is not settled by agreement within 10 business days of the dispute or difference being referred under clause 15.2 then, unless agreed otherwise, it will be referred to a qualified mediator to be agreed by the parties, or failing agreement within 10 business days, to be appointed by the President of the New Zealand Law Society or his or her nominee.

## 15.4 Referral to Mediation

In the event of a referral to mediation:

- (a) the mediator will be deemed not to be acting as an expert or as an arbitrator;
- (b) the mediator will determine the procedure and timetable for the mediation;  
and
- (c) the cost of the mediation will be shared equally between the parties (unless the mediator suggests otherwise).

## 15.5 Referral to Arbitration

- (a) If the dispute or difference is not settled by mediation within 15 business days of the dispute or difference being referred under clause 15.3 then, unless agreed otherwise, the dispute will be referred to arbitration.
- (b) A sole arbitrator will be appointed (unless the parties otherwise agree) by the President for the time being of the New Zealand Law Society or the President's nominee and the arbitration will be conducted in accordance with the Arbitration Act 1996. The decision of the arbitrator will be final except on questions of law.

## 15.6 Issue Proceedings

Neither party may issue legal proceedings (other than for urgent interlocutory relief) in respect of such dispute or difference, unless that party has first taken all reasonable steps to comply with clauses 15.1 to 15.5.

## 16 CONFIDENTIALITY

### 16.1 Confidential Information

Victoria and VUWSA must treat all Confidential Information as strictly private and confidential and will not divulge it to any third party other than:

- (a) its legal advisers and consultants who have a "need to know" in relation to this Agreement; and

- (b) where necessary, to comply with any applicable Law or the requirements of any regulatory body or its obligations under this Agreement,

without obtaining the prior written approval of Victoria.

#### 16.2 General exclusions

The confidentiality provisions of this clause 16 will not apply to any Confidential Information that:

- (a) was, or after the date of this Agreement becomes, generally available to the public through no fault of the recipient party;
- (b) is, after the time of disclosure, lawfully received from a third party under no secrecy obligation to the disclosing party; or
- (c) is disclosed to the extent that such disclosure is required to be made by applicable Law or court order.

#### 16.3 Official Information Act 1982

If a request is made to Victoria under the Official Information Act 1982 for the release of Confidential Information or any other information relating in any way to this Agreement, then Victoria shall, except to the extent that the parties agree otherwise:

- (a) inform VUWSA of the request and its terms; and
- (b) consult with VUWSA prior to the release of any information and take due account of VUWSA's reasonable views in regard to the confidentiality of that information (provided that Victoria shall have the final decision as whether information requested is withheld or released).

#### 17 PRESERVATION OF RIGHTS AND REMEDIES

Except as is otherwise provided in this Agreement, termination or expiry of this Agreement will not affect:

- (a) any rights and remedies available to a party under this Agreement which have accrued up to and including the date of termination or expiry; and
- (b) the provisions of this Agreement which expressly, or by their nature, survive termination or expiry, including clauses 4.8 (Transition), 6 (Reporting and Records), 9 (Limitation of Liability), 10 (Intellectual Property), 11 (General Indemnity), 15 (Dispute Resolution), 16 (Confidentiality), and this clause 17 (Preservation).

#### 18 REQUIREMENT TO REMEDY DEFAULT

- (a) If VUWSA breaches any term of this Agreement, Victoria may give notice to VUWSA requiring VUWSA to promptly remedy that breach within a reasonable period specified in the notice. Any such notice will be without prejudice to Victoria's other rights and remedies at Law or under this Agreement.

- (b) If VUWSA fails to remedy any breach within the period specified in any notice given pursuant to clause 18(a) then, without prejudice to Victoria's rights under clause 14(a)(ii):
- (i) Victoria may remedy the breach at VUWSA's cost (including, for as long as is reasonably necessary, by stepping in and performing, in whole or in part, the Services itself or by engaging a third party to do so) and without prejudice to other remedies recover all such costs from VUWSA on demand; and
  - (ii) VUWSA shall promptly and at no cost provide all reasonable assistance required so as to allow Victoria and/or any third party to perform the Services and ensure the continued availability of the Services.

## 19 RELATIONSHIP OF THE PARTIES

- (a) Nothing expressed or implied in this Agreement will be deemed to constitute either party as the partner or joint venturer of the other party, or VUWSA or any of its Personnel as employees of Victoria.
- (b) No party shall have the power to incur any obligation on behalf of or incur any liability on the part of the other party.

## 20 NOTICES

### 20.1 Giving Notices

Any notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent to the addressee at the physical address or email address of the party, and marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the relevant party. The initial physical address, email address and relevant person or office holder of the parties is set out below.

#### **Victoria**

Name: Victoria University of Wellington  
 Address: PO Box 600  
 Wellington 6140  
 Email address: pam.thorburn@vuw.ac.nz  
 Attention: The Director, Student Academic Services

#### **VUWSA**

Name: Victoria University of Wellington Students' Asso and Te Ropu Taurira o te Kura Wananga o te Upoko o te Ika a Maui Incorporated  
 Address: PO Box 600  
 Wellington 6140  
 Email address: ceo@vuwsa.org.nz  
 Attention: Chief Executive Officer, VUWSA

## 20.2 Deemed Receipt

A communication will be deemed to be received:

- (a) in the case of a communication sent by post, on the second business day after posting;
- (b) in the case of an email, on the business day on which it is transmitted or, if transmitted after 5.00 p.m. (in the place of receipt) on the next business day after the date of transmission; and
- (c) in the case of personal delivery, when delivered.

## 21 MISCELLANEOUS

### 21.1 Assignment

- (a) Subject to clause 21.1(b), neither party may assign, novate, transfer or otherwise dispose of the whole or any part of its rights and obligations under this Agreement without first obtaining the other party's written consent (which will not be unreasonably withheld or delayed).
- (b) Victoria may assign, novate or otherwise transfer any or all of its rights and obligations under this Agreement to any person, agency or regulatory body tasked by the Crown with fulfilling any of the functions of Victoria by giving notice in writing to VUWSA.

### 21.2 Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable it will be severed from this Agreement without affecting the legality, validity or enforceability of the remaining provisions.

### 21.3 Waiver

Neither party will be deemed to have waived any right under this Agreement unless the waiver is in writing and signed by the parties. Any failure or delay by a party to exercise any right or power under this Agreement will not operate as a waiver of that right or power. Any waiver by a party of any breach, or failure to exercise any right, under this Agreement will not constitute a waiver of any subsequent breach or continuing right.

### 21.4 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all previous agreements, arrangements, understandings or representations relating to that subject matter.

### 21.5 Amendment

This Agreement may only be amended by agreement in writing signed by the authorised representatives of both parties.

**21.6 Costs**

Each party will pay its own costs of and incidental to the preparation and completion of this Agreement.

**21.7 Governing Law and Jurisdiction**

This Agreement is governed by, and will be construed in accordance with, the laws of New Zealand. Each party irrevocably submits to the exclusive jurisdiction of the New Zealand courts for the purpose of hearing and determining all disputes under or in connection with this Agreement.

**21.8 Execution of Separate Documents**

This document is properly executed if each party executes either this document or an identical document. In the latter case, this document takes effect when the separately executed documents are exchanged between the parties.

**EXECUTION**

**Signed** for and on behalf of **Victoria University of Wellington** by:



.....  
Authorised signatory

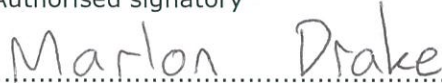


.....  
Full name (please print)

**Signed** for and on behalf of **Victoria University of Wellington Students' Asso and Te Ropu Taurira o te Kura Wananga o te Upoko o te Ika a Maui Incorporated** by:



.....  
Authorised signatory



.....  
Full name (please print)

**SCHEDULE 1 – SERVICES DESCRIPTION****Part 1 – Class Representative Services**

- 1 Distribute all relevant information concerning the Class Representative System to all relevant Victoria staff (which may include Heads of School, School Administrators and Course Coordinators) no later than one week prior to the beginning of each trimester.
- 2 Answer questions from Class Representatives regarding their role and responsibilities within two business days of the question being asked.
- 3 Produce and distribute (in hard copy or electronically) handbooks to Class Representatives no later than the end of the second week of the relevant trimester. Such handbooks shall contain the Victoria logo with at least the same degree of prominence as that given to the VUWSA logo.
- 4 Plan, promote and deliver training sessions either electronically or in person (on a “beginner”, “advanced” and “follow-up” basis) for Class Representatives no later than the end of the fifth week of the relevant trimester. Such training sessions shall include non-alcoholic refreshments (to be provided at VUWSA’s sole cost) and VUWSA shall take all reasonable steps to ensure that all Class Representatives are aware of, and attend, the relevant training sessions. Any training materials (including power point presentations, or similar) shall contain the Victoria logo with at least the same degree of prominence as that given to the VUWSA logo
- 5 Produce and circulate to Class Representatives regular editions of an email newsletter per trimester and otherwise maintain regular email contact with Class Representatives as is necessary to enable Class Representatives to fulfil their responsibilities.
- 6 Organise an annual prize giving for Class Representatives before the end of Trimester two. . This will include the presentation of suitable prizes and awards.
- 7 Assist Class Representatives, as required, to organise and promote any other functions.
- 8 Liaise with, and provide all reasonable assistance to, Victoria’s Careers Service regarding the awarding of Victoria Plus Award Points to Class Representatives, including by completing any relevant paperwork required within two business days of a request being made. (Note: Class Representation certificates are accepted towards Victoria Plus points. Certificates must be cited before the points are awarded).
- 9 Produce certificates of service for Class Representatives, at VUWSA’s sole cost. Such certificates must be distributed to Class Representatives who request a certificate by the end of the relevant trimester.
- 10 Annually evaluate the Class Representative system, measuring participation, engagement, training and usefulness and include in the fourth Quarter report.

- 11 Note that the University may undertake a sample survey of course co-ordinators to illicit feedback on the effectiveness of the Class Representative System to help inform possible improvement.

## **Part 2 – Faculty Delegate Services**

- 1 Produce and distribute (in hard copy or electronically) handbooks to Faculty Delegates as soon as practicable after the Faculty Delegates are appointed. Such handbooks shall contain the Victoria logo with at least the same degree of prominence as that given to the VUWSA logo.
- 2 Plan, promote and deliver training sessions for Faculty Delegates either on line or in person no later than the end of the fourth week of trimester 1. Such training sessions shall include non-alcoholic refreshments (to be provided at VUWSA's sole cost) and VUWSA shall take all reasonable steps to ensure that all Faculty Delegates are aware of, and attend, the relevant training sessions. Any training materials (including power point presentations, or similar) shall contain the Victoria logo with at least the same degree of prominence as that given to the VUWSA logo.
- 3 Provide to Faculty Delegates any relevant background material, and organise meetings with Faculty Delegates, so as to enable Faculty Delegates to understand issues to be discussed at Faculty Meetings as soon as practicable before each Faculty Meeting.
- 4 Take all reasonable steps to ensure that Faculty Delegates report back to the VUWSA Education office on matters discussed at the Faculty meeting which are relevant to students. The VUWSA Education office are responsible for updating the relevant Boards / Committees and Academic Office and ensuring Class Representatives are updated through the newsletter.
- 5 Organise and promote a prize giving for Faculty Delegates which shall be catered (at VUWSA's sole cost) and shall take place before the end of Trimester two. This will include the presentation of suitable prizes and awards. Liaise with, and provide all reasonable assistance to, Victoria's Careers Service regarding the awarding of Victoria Plus Award Points to Faculty Delegates, including by completing any relevant paperwork required within two business days of a request being made. (Note: Faculty Delegate certificates are accepted towards Victoria Plus points. Certificates must be cited before the points can be awarded.)
- 6 Produce certificates of service for Faculty Delegates, at VUWSA's sole cost. Such certificates must be distributed to Faculty Delegates who request a certificate by the end of the relevant trimester.
- 7 Annually evaluate the Faculty Delegate system, measuring participation, engagement, training and usefulness and include in the fourth Quarter report.

### **Part 3 – Advocacy Service**

#### **1 Advocacy Services**

- (a) The Services will primarily consist of providing independent advocacy, representation, support and advice to Victoria students engaging with Victoria's disciplinary and dispute resolution process.
- (b) The Services will be provided on the following terms:
  - (i) the Services will be available to all Victoria students engaged with Victoria's disciplinary and dispute resolution processes (including, in particular, student misconduct and academic grievance processes);
  - (ii) VUWSA will work in partnership with Ngai Taurira to enable provision of alternative independent representation to Maori students;
  - (iii) VUWSA will liaise with the Post Graduate Students' Association and the Pasifika Students' Council and Victoria International to identify how best to meet the representation needs of postgraduate Pasifika and international students; and
  - (iv) where Victoria students require professional legal advice they will be referred to an appropriate legal advisor such as a Community Law Centre or Youth Law.
- (c) In providing the Services, VUWSA will:
  - (i) maintain regular contact with Class Representatives through, but not limited to, promotion of the service through the Class Representative channels and, where requested, communicate issues to Victoria on their behalf;
  - (ii) develop and maintain networks and work effectively and professionally with Victoria staff including, in particular, the Student Interests & Conflict Resolution office; and
  - (iii) without limiting clause 1.1(c)(ii), maintain regular contact with key Victoria staff including Faculty managers, heads of school, Victoria International and Student Counselling Services staff.

#### **2 Hours of operation**

- (a) VUWSA shall operate the Advocacy Services on the Kelburn campus for 30 hours per week during the first and second trimesters and for a minimum of 15 hours per week during the third trimester as follows:
  - (i) during the first and second trimesters, Victoria students will be able to access the Advocacy Services between 10.00 am and 4.00 pm Monday to Friday (except days on which Victoria is closed, as identified in the Victoria Calendar for the relevant year, and statutory holidays); and



(ii) during the third trimester, Victoria students will be able to access the Advocacy Services for an average of three hours per day (except days on which Victoria is closed, as identified in the Victoria Calendar for the relevant year, and statutory holidays). During the third trimester, the hours of operation of the Services will be posted with a reasonable degree of prominence on VUWSA's website and in VUWSA's offices.

(b) VUWSA shall operate the Advocacy Services on Victoria's Pipitea and Te Aro campuses, as needed or as advertised.

### **3 Reception**

(a) VUWSA will maintain a reception service on Victoria's Kelburn campus for Victoria students accessing the Services and any other services provided by VUWSA and funded by Victoria.

(b) Such reception services shall operate between the hours of 10:00am and 4:00pm Monday to Friday (except days on which Victoria is closed, as identified in the Victoria Calendar for the relevant year, and statutory holidays) during Trimesters 1 and 2 and at least 3 hours per day during Trimester 3

### **4 Promotion of Services**

(a) VUWSA will effectively promote and advertise the Services with the objective of increasing the uptake of those Services among Victoria students engaging with Victoria's disciplinary and conflict resolution processes.

(b) Without limiting (a) above, VUWSA will promote the availability of the Services to all Victoria students through regular communication with Class Representatives, regular columns and advertisements in student media, mobile reception road shows, presentations at each of Victoria's campuses, and through regular poster, Facebook and website advertising.

(c) The promotion and advertising of the Services must contain the statement "Funded by Victoria University of Wellington students, through the student services levy".

(d) VUWSA must provide Victoria with a brochure promoting the Services which must meet the requirements of (c) above.

**Part 4 – Welfare and Volunteers**

<b>Service</b>	<b>Specific Obligations</b>
<p>Providing volunteer support for Victoria’s provision of flu shots.</p>	<ol style="list-style-type: none"> <li>1. VUWSA will:                             <ol style="list-style-type: none"> <li>(a) organise, coordinate and manage sufficient volunteers to ensure flu shots can be administered by Victoria in an efficient and effective manner;</li> <li>(b) be responsible for ensuring that sufficient and appropriate spaces on Victoria campuses are booked and made available for use by Victoria to administer flu shots; and</li> <li>(c) Cooperate and work effectively with any relevant Victoria staff and contractors who are responsible for administering flu shots.</li> </ol> </li> </ol>
<p>Providing a Community Pantry Food Parcel service to Victoria students.</p>	<ol style="list-style-type: none"> <li>1. VUWSA will:                             <ol style="list-style-type: none"> <li>(a) Provide and maintain a Community Pantry Food Parcel service for all Victoria students;</li> <li>(b) Provide and maintain a reception service (the specific details of which will be set out in a separate agreement) for all Victoria students wishing to utilise the Community Pantry Food Parcel service. Until such time as such separate agreement is executed between Victoria and VUWSA, VUWSA shall maintain the reception service at levels which meet or exceed those provided during the 2018 academic year; and</li> <li>(c) Ensure that any Victoria student utilising the Community Pantry Food Parcel service does not infer that the service is a benefit of VUWSA membership.</li> </ol> </li> <li>2. VUWSA’s reports under clause 7 of this Agreement will include, in addition to the information required by clause 7, details of the Community Pantry Food Parcel service provided, including numbers of Victoria students utilising the service (including numbers of students who have accessed the service on more than one occasion) and numbers of food parcels given out.</li> </ol>
<p>Support and provide any agreed co-branded initiatives (including “stress free study weeks”).</p>	<ol style="list-style-type: none"> <li>1. VUWSA will support any agreed co-branded initiatives or campaigns in partnership with Victoria, including liaising and working effectively with any student services and Victoria staff members relevant to the particular campaign.</li> <li>2. In particular, VUWSA will:                             <p>Co ordinate with other services to provide two “stress free study weeks” to Victoria students free of charge at such locations and frequencies, and with such benefits, so as to meet or exceed the levels of service provided during the 2018 academic year.</p> </li> <li>3. VUWSA will manage and maintain within agreed budget, the annual Menstrual product initiative, distributing and promoting product at Kelburn, Pipitea and Te Aro.</li> </ol>

**Part 5 – Orientation and events**

- 1 VUWSA will plan, implement, operate and deliver student orientation programmes, including the following events.

<b>Event</b>	<b>Location</b>
One event to be agreed with Victoria (acting reasonably)	Pipitea campus
One event to be agreed with Victoria (acting reasonably)	Te Aro Campus
Five day events to be agreed with Victoria (acting reasonably)	Tim Beaglehole Courtyard, Kelburn
One themed "toga" party	To be agreed with Victoria (acting reasonably)
Stalls in the Tim Beaglehole Courtyard	Tim Beaglehole Courtyard, Kelburn
A minimum of one other event <sup>1</sup>	To be advised to Victoria

- 2 For each event on campus, VUWSA must (unless Victoria requires otherwise) prepare and submit for approval a risk management plan, which should specifically include the following but also address other risks they may identify:

- (a) health and safety; and
- (b) security; and
- (c) waste and damage.

NOTE: the University recommends that, even for events off campus, VUWSA follows best practise guidelines by ensuring Health and Safety and other risk management plans are worked through with event organisers. VUWSA also needs to be aware of University policies (e.g. management-of-the-promotion-of-alcohol-on-campus-policy) and ensure that they act responsibly and in the best interests of students and the University.

- 3 VUWSA must prepare a suitable notice that events are occurring and distribute this to Victoria's neighbours at least 1 week prior to the first event.
- 4 VUWSA must ensure that the statement "Funded by Victoria University of Wellington students, through the student services levy" is included on at least one type of promotional material for each event (whether on or off campus) that is funded under this Agreement. Any use of the Victoria logo on any promotional material must be approved by Victoria University.
- 5 VUWSA must inform Victoria University of all events (again whether on or off campus and whether funded by Victoria or not) and discuss and work with Victoria in good faith in relation to such events.

<sup>1</sup> This does not need to be held on campus

**Tim Beaglehole Courtyard**

- 6 In the first teaching week during trimester 1 (or such other calendar week agreed by the parties), VUWSA may access the Tim Beaglehole Courtyard for the purpose of allowing persons to set up and promote stalls relevant to Victoria students. For this purpose, the parties agree that:
- (a) no more than ten stalls will be permitted each day; Upon request and subject to a satisfactory risk assessment, this may be increased to fourteen stalls;
  - (b) at least one month prior, VUWSA will submit a site map for each day to Victoria for Victoria's approval, together with the risk management plan required under clause 2 of Part 5 of this Schedule 1;
  - (c) at least two weeks prior to each of 1 March 2019 and 1 March 2020 and 1 March 2021, VUWSA will provide a list of potential stallholders for each day to Victoria for Victoria's approval, and work with Victoria to ensure the potential stall holders are consistent with Victoria values
  - (d) for each day, VUWSA will ensure that:
    - (i) the site map is complied with (or that any variations are approved by Victoria);
    - (ii) all stalls are situated in their correct location and are secured in an appropriate way;
    - (iii) traffic is managed in order to ensure the safety of pedestrians;
    - (iv) any damage to the Tim Beaglehole Courtyard is notified to Victoria and, if required by Victoria, repaired at VUWSA's cost; and
    - (v) all waste is properly disposed of.
  - (e) VUWSA must not solicit or accept payment or donation in any form for space in the Tim Beaglehole Courtyard from any person. However, this does not prevent VUWSA from soliciting or accepting sponsorship in relation to any particular event;
  - (f) VUWSA must ensure that no stallholder or person promotes, advertises, sells or supplies alcohol or tobacco; and
  - (g) VUWSA will ensure that each stallholder is aware of, and complies with, all relevant Victoria statutes and policies (including Victoria's Health and Safety Policy), and any reasonable directions given by Victoria.

**Part 6 – Student Media**

- 1 VUWSA will produce and disseminate information by students to students specifically through “Salient” magazine and other forms of student media, including radio, television and internet-based media.
- 2 VUWSA will be the legal publisher of such student media and will ensure that any broadcast/publication of student media:
  - (a) complies with all applicable laws and industry standards including the Broadcasting Act 1989 and the New Zealand Media Council’s Statement of Principles;
  - (b) does not intentionally or gratuitously defame or abuse Victoria students;
  - (c) registers as a member of the New Zealand Media Council.
- 3 VUWSA will ensure that any complaints regarding the production and broadcast/publication of any form of student media are dealt with in a timely manner, and inform complainants of their right to raise a complaint to the New Zealand Media Council
- 4 VUWSA will provide opportunities for appropriately qualified Victoria students to take part in the production and the broadcast/publication of student media.
- 5 VUWSA will ensure that Victoria students are provided with access to at least 20 editions of Salient magazine each year during Trimester 1 and 2.
- 6 VUWSA will ensure that during the Term the acknowledgment “Funded by Victoria University of Wellington students, through the student services levy” is, to the reasonable satisfaction of Victoria:
  - (a) published with a high degree of prominence on the internet homepages for Salient and any other form of student media;
  - (b) published with a high degree of prominence within each edition of Salient (on the page containing publication details); and
  - (c) broadcast once in the morning and once in the afternoon/evening on any radio station funded by VUWSA.
- 7 VUWSA will ensure that advertising revenue is used to supplement Student Service Levy funding in all student media.

**Definitions**

In this Schedule, the following definitions apply:

*Class Representative* has the meaning given in the Class Representative Policy;

*Class Representative Policy* means Victoria's class representative policy (a copy of which is publicly available on Victoria's website), as amended, added to, updated or replaced from time to time;

*Class Representative System* means the system for electing and maintaining Class Representatives in accordance with the Class Representative Policy;

*Faculty* means the Faculty of Architecture and Design, the Victoria Business School (Faculty of Commerce), the Faculty of Education, the Faculty of Engineering, the Faculty of Humanities and Social Sciences, the Faculty of Law, the Faculty of Science, and any other faculty established and recognised as such by Victoria;

*Faculty Board* means the faculty board of a Faculty;

*Faculty Committee* means the faculty committee of a Faculty;

*Faculty Delegate* means a student representative on a Faculty Board or Faculty Committee; and

*Faculty Meeting* means the meeting of a Faculty Board or Faculty Committee.

**SCHEDULE 2 – KEY PERFORMANCE INDICATORS****Part 1 – Class Representative and Faculty Delegate Services**

- 1 75% of all undergraduate and honours classes (which are taught at a Victoria campus on a trimester 1, trimester 2, or full year basis) have a Class Representative;
- 2 55 to 65% of Class Representatives complete relevant Class Representative training;
- 3 55 to 65% of Faculty Delegates complete relevant Faculty Delegate training;
- 4 VUWSA will submit to at least 50% or more of the Academic reviews;
- 5 For at least 50% of all Faculty and University Board and Committee meetings, Student Representatives engage with the VUWSA Representative Co-ordinator pre meetings (including email, face to face, attendance at a Student Committee meeting where the relevant topic was discussed) throughout the year.
- 6 VUWSA will co-ordinate and manage the annual Undergraduate teaching awards before the end of trimester two each year.

**Part 2 – Advocacy Services**

- 1 VUWSA reports to Victoria, by a mutually agreed timeframe, on (1) the steps it has taken to engage with Ngai Taura, PGSA, Pasifika Student Council and Victoria International regarding the representation needs of Maori, postgraduate and Pasifika and international students and (2) the plans it has in place to provide for these needs;
- 2 a VUWSA staff member involved in provision of the Services meets monthly with Victoria's Student Interests and Conflict Resolution Manager to provide feedback and information on:
  - (a) matters relating to disciplinary and complaints processes generally;
  - (b) matters relating to teaching and learning;
  - (c) matters relating to the promotion and advertising of the service; and
  - (d) any other matters relating to student interest and welfare which have come to VUWSA's attention;
- 3 the Advocacy Services operate for 95% of the stated contracted hours;
- 4 90% of Victoria students who wish to use the Services are able to access the Services within two working days of making contact with the VUWSA Advocacy service;
- 5 100% of Victoria students who require support or representation at a meeting at any of Victoria's campuses are provided with such support or representation; and

- 6 Information about the VUWSA Advocacy service is made available to 100% of Class Representatives.

#### **Part 4 – Welfare and Volunteers**

- 1 VUWSA promotes awareness of the Community Pantry Food parcel service and Menstrual products available to all students of Victoria;
- 2 VUWSA provides Community Pantry Food parcels on Kelburn, Te Aro and Pipitea campuses, to be included in quarterly reporting;
- 3 Contribute to operations of the Vege Coop at Kelburn Campus;
- 4 VUWSA provides promotion of, and assistance with the free flu shot service supported by Victoria;
- 5 Provide Stress Free Study Weeks, during the first week of exams in Trimester 1 and Trimester 2. To be co funded by VUWSA and the University Hardship Fund;
- 6 VUWSA will manage the distribution of menstrual products funded by the University Hardship Fund on Kelburn, Te Aro and Pipitea campuses.

#### **Part 5 – Orientation and events**

- 1 100% of the Orientation events are delivered in accordance with the specifications and timeframes set out in Schedule 1;
- 2 VUWSA shall run up to 8 campus Food Truck days a year, including an evaluation review to be included in an annual report;
- 3 During Trimester 1 and Trimester 2, manage a regular, fresh, affordable food market at Kelburn. Including an evaluation review to be included in the annual report.
- 4 Run an annual Arts week, and include an evaluation review to be included in the annual report.

#### **Part 6 – Student Media**

- 1 VUWSA will ensure Victoria students are provided with access to at least 20 editions of Salient magazine each year during Trimesters 1 and 2.
- 2 Take up rates of a student publication magazine are monitored each edition and reported on. At least 75% of copies should be distributed to students by the end of each week.
- 3 Prepare an annual report on student media that includes the future direction of student media, what is currently being done well, and what improvements are being made.
- 4 Any publication or broadcast of student media shall register as a member of the New Zealand Media Council and abide by the principles of the council.



**SCHEDULE 3 – REPORTING OBLIGATIONS**

Template for Quarterly Reporting against Ministerial Categories (excel format)

Service category	Annual Budgeted from SSL	YTD Actual	Year To Date Budget	YTD Variance	Total annual budget including VUWSA contributions	Commentary on Variance
(A) Advocacy and legal advice						
(D) Employment information						
(E) Financial support and advice						
(F) Health services						
(G) Media						
(J) Sports, recreation and cultural activities						
<b>Total</b>						

- 5 Student media to offer training and volunteering opportunities for at least 100 Victoria University students annually.