



**NEW ZEALAND
TRADE & ENTERPRISE**
Te Taurapa Tūhono

Dated: 14 February 2023

CONTRACT FOR SERVICES

**Service Provider
HATCH BLUE NORWAY AS**

**Customer
NEW ZEALAND TRADE AND ENTERPRISE**

Released under the Official Information Act 1982

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PARTIES

1. **HATCH BLUE NORWAY AS**, a company established under the laws of Norway whose registered address is BTO AS Thormohlens gate 51 5006 Bergen, Vestland, Norway (the “**Service Provider**”)
2. **NEW ZEALAND TRADE AND ENTERPRISE**, a Crown entity established under the New Zealand Trade and Enterprise Act 2003 (the “**Customer**”).

BACKGROUND

- A. In 2022, The Service Provider ran a pilot accelerator project on behalf of the Customer for four New Zealand aquaculture companies. This included 1:1 mentoring sessions, development of value propositions and high-value interactions with key customers, partners and/ or investors (**2022 Programme**).
- B. The Service Provider and the Customer have identified the opportunity to deepen their partnership to a more strategic level. For the Customer, this connection will help New Zealand’s aquaculture sector better understand global opportunities and create impact internationally for those ready to engage in-market. For the Service Provider, this connection will help to provide closer access and understanding of New Zealand’s aquaculture innovations and how these might benefit the global ecosystem.
- C. The Customer wishes to build on the 2022 Programme by partnering with the Service Provider to deliver a new programme that takes into account lessons learned previously.
- D. 2023’s programme will include delivery of:
 - a. education on global insights and opportunities, for New Zealand’s wider aquaculture sector
 - b. dedicated ‘market-entry’ accelerator support for cohort of no more than five aquatech companies
 - c. facilitation of in market immersion connections at global Aquaculture conference for NZ delegation
- E. This initiative forms part of the Customer’s work programme under the Agritech Industry Transformation Plan.
- F. The Customer appoints the Service Provider to deliver the services described in this Contract and the Service Provider accepts that appointment on the terms set out in this Contract.

AGREEMENT

1. GUIDE FOR INTERPRETING THIS CONTRACT

- 1.1 **Definitions:** Unless the context shows that a different meaning is clearly intended, in this Contract:

“**Business Day**” means any day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday (as that term is defined in the Holidays Act 2003) in Wellington;

“Charges” means the amounts, payable by the Customer to the Service Provider, described as such in Schedule 1;

“Confidential Information” of a party means any information that is provided by that party (the **“Disclosing Party”**) to the other party (the **“Recipient”**) that:

- (a) a reasonable person would consider to be confidential; or
- (b) the Disclosing Party identifies in writing at the time of transmission as being confidential, except that information shall not be Confidential Information if:
 - (c) that information is available to the public; or
 - (d) the Recipient already has that information when it first receives it from the Disclosing Party; or
- (e) a third party provides that information to the Recipient (unless the third party directly or indirectly received the information as a result of a disclosure by the Recipient);

“Conflicting Interest” means, in relation to a person, any interest that person may have that provides a material incentive, or could be perceived to provide a material incentive, for that person to act in relation to this Contract in a manner that is inconsistent with the interests of the Customer;

“Contract” means this contract and includes the Schedules;

“Contract Manager” means, in relation to a party, the person specified in Schedule 1 as that party’s Contract Manager, or, if the party has changed its Contract Manager under clause 11.3, the person specified under clause 11.3;

“Customer-Provided Resources” means those resources listed as such in Schedule 1;

“Default Notice” means a notice given by the Customer in accordance with clause 19.4;

“Deliverable” is any output that is provided to the Customer as part of the Services;

“Disclosing Party” is defined in the definition of Confidential Information;

“End Date” means the date specified as such in Schedule 1, except that if a party:

- (a) extends this Contract under clause 2.2 or otherwise by agreement in writing; or
- (b) terminates this Contract early under clause 19,

the End Date shall be adjusted accordingly;

“Expenses” means reasonable expenses that have been incurred by the Service Provider in performing the Services and are within the description in Schedule 1 of expenses that the Customer will reimburse;

“Extension Option” means an option to extend this Contract provided for in Schedule 1;

“Extraordinary Event” means, in relation to a party, an event beyond the reasonable control of that party, which may include, for example:

- (a) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires and pandemics;

- (b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
- (d) contamination by radioactivity or any hazardous substances,

but does not include a strike or other labour unrest that affects only that party, an increase in prices or other general change in economic conditions, or a change in law;

“Government Code of Conduct” means the “Supplier Code of Conduct” issued by the New Zealand Government Procurement group within the Ministry of Business, Innovation and Employment;

“GST” means goods and services tax under the Goods and Services Tax Act 1985 and any other goods and services tax payable in relation to the Services;

“Insolvent” means, in relation to a person, any of the following events occurs:

- (a) it ceases to carry on its business or operations, or ceases to carry on a part of its business or operations that is materially relevant to the Services;
- (b) it is declared or becomes insolvent, is unable to pay its debts when they fall due, or is presumed unable to pay its debts in accordance with any applicable legislation;
- (c) an administrator, receiver, liquidator, receiver and manager, provisional liquidator or statutory or judicial manager is appointed in relation to it or a material part of its assets;
- (d) it obtains protection from its creditors under any statute or any other law; or
- (e) anything analogous or having a substantially similar effect to any of the events specified in paragraphs (a) to (d) above happens under the laws of any applicable jurisdiction in respect of it;

“Intellectual Property Rights” means an intangible asset that consists of rights in human knowledge, brands, particular words, ideas or the creative expression of ideas, including, for example, copyrights, patents and rights in relation to trade marks, company names, domain names or designs;

“Key Person” means each person specified as such (by name or position) in Schedule 1 and each person that becomes a “Key Person” under clause 7.3, together the **Key Personnel**;

Plan means a plan that the Service Provider develops under clause 9.1;

“Policies” means the policies listed as such in Schedule 1;

“Recipient” is defined in the definition of Confidential Information;

“Service Level” means a standard of performance described as such in Schedule 1;

“Services” means the services described as such in Schedule 1;

“Start Date” means the date specified as such in Schedule 1;

“**Subcontractor**” means any person, other than an employee, that the Service Provider contracts to deliver part of the Services;

“**Tax Invoice**” means an invoice that:

- (a) records its date of issue;
- (b) includes the Customer’s name and address and is marked for the attention of the Customer’s Contract Manager;
- (c) clearly shows all GST or VAT to be paid by the Customer;
- (d) is clearly marked ‘Tax Invoice’;
- (e) includes the Service Provider’s name and GST number (if the Service Provider has one); and
- (f) names this Contract and a description of the Services supplied, including calculations and explanations that explain the Charges and Expenses claimed;

“**VAT**” means any value-added tax payable in relation to the Services; and

“**Worker**” means a natural person that the Service Provider involves in the provision of the Services, whether that person is an employee, a contractor or otherwise and includes any person used by a Subcontractor in the provision of the Services.

1.2 **Interpretation:** Except to the extent that the context requires otherwise, any reference in this Contract to:

a “**law**” includes common law and any constitution, decree, judgment, legislation, order, ordinance, by-law, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and “**lawful**” and “**unlawful**” shall be construed accordingly);

a “**party**” means a party to this Contract; and

“**person**” includes any individual, company, corporation, firm, club, partnership, limited partnership, joint venture, association of persons (corporate or not), organisation, trust, state or governmental agency (in each case, whether or not having separate legal personality).

1.3 **Miscellaneous:** Except to the extent that the context requires otherwise, in this Contract:

- (a) references to **clauses** and **Schedules** are to clauses of and schedules to this Contract;
- (b) derivatives of any defined word or term shall have a corresponding meaning;
- (c) the headings to clauses are inserted for convenience only and shall be ignored in construing this Contract;
- (d) any party to this Contract (or any other document) includes its successors, permitted assignees, transferees, substitutes and executors and administrators;
- (e) the plural includes the singular and vice versa, and a word indicating a gender includes each other gender;
- (f) the expression “**at any time**” shall also mean “from time to time”;

- (g) references to a statute or a provision of a statute include that statute or provision as amended, modified, substituted or re-enacted from time to time and any regulations, orders in council and other instruments issued or made under that statute from time to time;
- (h) references to an agreement include that agreement as amended or supplemented from time to time; and
- (i) a reference to a **date** or **time of the day** is to a date or time in New Zealand.

2. HOW LONG THIS CONTRACT RUNS FOR

2.1 **Term:** This Contract starts on the Start Date and continues until the End Date.

2.2 **Extension:** If Schedule 1 lists a party as having an Extension Option:

- (a) that party may exercise that option by giving notice in writing to the other party by the deadline specified in Schedule 1 for exercise of that option; and
- (b) if a notice is given in accordance with clause 2.2(a), the End Date will be postponed by the relevant period specified in Schedule 1.

2.3 **Agreed extension:** The parties may extend this Contract at any time by agreement in writing and the End Date will be postponed accordingly.

3. GENERAL SERVICE PROVIDER OBLIGATIONS

3.1 **Perform Services:** The Service Provider must perform the Services (including by providing all Deliverables):

- (a) on time and to the standards and quality required by this Contract, any applicable law, and any relevant industry standards;
- (b) in accordance with the requirements of any Plans that clause 9.4 requires the Service Provider to comply with;
- (c) at all times to a standard that meets or exceeds the Service Levels (if any); and
- (d) diligently, carefully, effectively and to a high professional standard.

3.2 **Manner of working:** In performing the Services, the Service Provider must:

- (a) fully cooperate and proactively communicate with the Customer;
- (b) work effectively and in a cooperative manner with other contractors, stakeholders, and government officials (whether from New Zealand or otherwise) involved in any way with the Services;
- (c) have proper regard to local customs and work practices; and
- (d) not do any act, or omit to do any act that would, or would be likely to, bring the New Zealand Government or the Customer into disrepute or adversely affect New Zealand's international relations.

3.3 **Compliance:** The Service Provider must comply with:

- (a) all laws and industry codes that are relevant to the Services and this Contract;

- (b) any policies and/or procedures that the Customer gives it reasonable notice it must comply with and, for this purpose, the Service Provider acknowledges that it has received, and must comply with the Policies; and
- (c) the Government Supplier Code of Conduct, provided that the Service Provider may assume that code is as set out in Schedule 2 unless the Customer gives it notice that it has changed.

3.4 **Health and safety:** The Service Provider must:

- (a) have health and safety policies and procedures for any Services that are satisfactory to the Customer in its reasonable discretion;
- (b) ensure, as far as reasonably practicable, that the performance of the Services does not put the health and safety of any person at risk;
- (c) have robust systems in place to manage health and safety risk;
- (d) report to the Customer on compliance with all applicable health and safety laws and regulations as required by the Customer; and
- (e) notify the Customer of any accident, injury or near miss that has caused, or might have caused any material injury to any person.

3.5 **Conflicts of interest:** The Service Provider must take reasonable steps to identify any Conflicting Interest that it, its Workers or its Subcontractors have and if the Service Provider becomes aware of any such Conflicting Interest, it must:

- (a) give the Customer notice of that Conflicting Interest as soon as reasonably practicable; and
- (b) follow the reasonable directions of the Customer to manage that Conflicting Interest.

3.6 **Customer directions:** The Service Provider must comply with:

- (a) any reasonable directions of the Customer relating to its delivery of the Services, and
- (b) all directions of the Customer relating to its access to the Customer's premises.

3.7 **Conflicting obligations:** If this Contract requires the Service Provider to comply with two or more obligations that conflict with each other:

- (a) it must notify the Customer of the conflict as soon as possible;
- (b) it must prioritise the obligations by:
 - (i) giving first priority to any obligations under applicable laws;
 - (ii) giving second priority to the rules of any industry body that are binding on it; and
 - (iii) otherwise prioritising in accordance with the Customer's directions; and
- (c) if it breaches any obligation under this Contract as a result of such a conflict, that breach will be deemed not to have occurred if the Service Provider has complied with this clause and taken reasonable steps to mitigate the effects of that breach.

4. GENERAL CUSTOMER OBLIGATIONS

- 4.1 **Provision of information:** The Customer must provide the Service Provider with any information the Service Provider has reasonably requested in writing to enable the delivery of the Services.
- 4.2 **Timely approvals:** The Customer must promptly make decisions reasonably required by the Service Provider to enable the delivery of the Services.
- 4.3 **Customer cooperation:** The Customer must provide the Service Provider with the assistance it reasonably requires to be able to perform the Services. For example, the Customer may need to arrange access to its premises. This clause does not mean that the Customer is required to perform any part of the Services itself.

5. GENERAL OBLIGATIONS FOR BOTH PARTIES

- 5.1 **No surprises:** Subject to clause 5.2, each party must notify the other as soon as reasonably practicable of any actual or anticipated issues that could:
- (a) materially impact on the performance of its obligations under this Contract; or
 - (b) generate media attention about this Contract (including, to avoid doubt, any issue that could damage the reputation of the Service Provider and thereby raise media questions about the existence of a contractual relationship between the Customer and the Service Provider).
- 5.2 **Withholding information:** Clause 5.1 does not require a party to disclose information to the extent that the disclosure of that information would breach any law or a confidentiality obligation to an independent third party.
- 5.3 **Health and Safety:** Each party must consult, cooperate and coordinate with the other party in relation to health and safety matters, including the allocation of their respective tasks and responsibilities.

6. SERVICE PROVIDER WARRANTIES

- 6.1 **Warranties:** The Service Provider warrants to the Customer that:
- (a) the Service Provider is not aware of any fact or circumstance that would, or might reasonably be expected to, prevent the Service Provider from fully performing its obligations under this Contract;
 - (b) all information that the Service Provider has disclosed to the Customer in relation to this Contract (including in any proposal that led to the Service Provider being engaged for this Contract) is complete and accurate in all material respects and that the use of that information will not breach the Intellectual Property Rights of any other person; and
 - (c) the Customer's use of the Services and use and possession of Deliverables in the manner contemplated by this Contract will not infringe the Intellectual Property Rights of any third party.
- 6.2 **Continuing:** The Service Provider gives the warranties under clause 6.1 continuously throughout the term of this Contract.

7. PERSONNEL

7.1 **Suitability of Workers:** The Service Provider must:

- (a) maintain enough Workers to successfully deliver the Services;
- (b) take reasonable steps to ensure that the same Workers carry out the Services over the term of this Contract to maximise the efficiency and consistency of the Customer experience;
- (c) ensure that all Workers are suitable for the provision of the Services and have the necessary skills, experience, training and resources to successfully deliver the Services, including meeting any specific requirements set out in Schedule 1; and
- (d) take reasonable steps to identify any Conflicting Interests any of its Workers may have, and promptly notify the Customer of any such Conflicting Interests.

7.2 **Obligations in relation to Key Personnel:** The Service Provider must:

- (a) ensure that each Key Person remains (to a reasonable degree) available to perform, and does perform, the Services, unless:
 - (i) he or she ceases to be available to the Service Provider because his or her employment or contract with the Service Provider ends or he or she is on leave;
 - (ii) he or she is engaged by a Subcontractor and, despite the Service Provider's reasonable endeavours, the Subcontractor ceases to make him or her available;
 - (iii) the Customer directs the Service Provider to no longer use that Worker for the Services; or
 - (iv) the Customer consents to that Worker no longer being used for the Services; and
- (b) promptly inform the Customer as soon as it becomes aware that a Key Person's availability may be ending and take reasonable steps to mitigate the effect on the Services of the loss of that Key Person.

7.3 **Designating new Key Personnel:** The Customer may, at any time, propose that a Worker will be a Key Person and, if the Service Provider agrees (such agreement not to be unreasonably withheld or delayed), that Worker shall become a Key Person.

7.4 **Removal of Workers:** Subject to clause 7.5:

- (a) the Customer may, in its reasonable discretion, give notice in writing to the Service Provider that a Worker is no longer to be involved in the provision of the Services, and
- (b) following receipt of such a notice, the Service Provider must, within a reasonable time, stop using that Worker for the provision of the Services.

7.5 **Reasons must be given:** The Customer must, if it exercises its right under clause 7.4, include its reasons for directing the Service Provider to not use the relevant Worker.

8. EQUIPMENT AND RESOURCES

8.1 **Who provides the resources:** The Service Provider must provide all equipment and resources necessary to deliver the Services, other than the Customer-Provided Resources.

8.2 **Customer-Provided Resources:** The Customer must make the Customer-Provided Resources available to the Service Provider to the extent reasonably required.

9. SERVICE DELIVERY PLANNING

9.1 **Plan development:** The Service Provider must, to the satisfaction of the Customer, develop each of the plans listed in Schedule 1 in accordance with this clause.

9.2 **Draft Plan:** The Service Provider must submit each Plan to the Customer for approval by the date specified in Schedule 1 for that Plan.

9.3 **Revision of Plan:** If the Customer rejects a submitted Plan, the Service Provider must amend and resubmit the relevant Plan as soon as possible, but in any event within 7 days of being notified of the rejection, so that the Plan deals with the Customer's concerns to the reasonable satisfaction of the Customer.

9.4 **Compliance with Plans:** Once the Customer has approved a Plan, each party must comply with any requirements the Plan imposes on it.

9.5 **Revising Plans:** The Service Provider must review each Plan at the intervals specified in Schedule 1 and, if it considers that changes should be made to the Plan:

- (a) it must submit a revised draft Plan to be reviewed and approved under this clause as if it were a new Plan; and
- (b) when the Customer has approved the revised draft Plan, that revised Plan will replace the existing Plan.

10. PAYMENTS

10.1 **Charges and Expenses:** Subject to the provisions of this clause 10, the Customer must:

- (a) pay the Service Provider the Charges; and
- (b) reimburse the Service Provider for the Expenses.

10.2 **Timing of payments:** The Customer must pay Charges and Expenses for which it receives a valid invoice by:

- (a) the 20th calendar day of the month in which it receives the invoice if it receives the invoice on or before the 5th Business Day of that month; and
- (b) in all other cases by the 20th calendar day of the month after the month in which it receives the invoice.

10.3 **No other payments:** The Customer is not required to pay any amount to the Service Provider in relation to the Services other than the Charges and Expenses.

10.4 **Validity of invoices:** An invoice is valid under this clause if:

- (a) it is a Tax Invoice;
- (b) the Charges and Expenses itemised on it are Charges and Expenses that have become payable under Schedule 1 and for which all conditions specified in Schedule 1 have been met;

- (c) the calculations of Charges and Expenses are correct; and
- (d) if Expenses are claimed, the invoice is accompanied with documentation that evidences that the relevant expenses were incurred, and is satisfactory to the Customer in its reasonable discretion.

10.5 **Disputed amounts:** If the Customer disputes any of the Charges or Expenses listed on an invoice:

- (a) it must notify the Service Provider of the dispute as soon as reasonably practicable;
- (b) it must treat any undisputed portion of the invoice as satisfying the requirement in clause 10.4(b) such that, if the requirement in clause 10.4(a) is also met, it will treat the invoice as a valid invoice for the lesser, undisputed amount, and pay it accordingly;
- (c) the Service Provider shall not be treated as accepting a smaller amount paid under clause 10.5(b) as full and final settlement of the full amount of the invoice; and
- (d) the disputed amount of the invoice shall be dealt with under clause 18 and the Customer shall not be required to pay the disputed amount except to the extent required as a result of the dispute resolution process.

10.6 **VAT and GST:** Unless otherwise indicated, any Charges stated in this Contract are exclusive of any VAT or GST and, where VAT or GST is payable by the Customer, it shall be added to any Charges paid.

10.7 **No withholding:** All Charges and Expenses shall be paid without any deduction for taxation unless such deduction is required by law, provided that:

- (a) if a deduction is required by law, the Customer must pay that amount to the relevant taxation authority as required by law; and
- (b) no additional amount shall be payable as a result of such deduction (but, to avoid doubt, this clause does not limit the obligation to pay VAT or GST under clause 10.6).

11. RELATIONSHIP

11.1 **Role of Contract Manager:** The Contract Managers are responsible for:

- (a) managing the relationship between the parties;
- (b) overseeing the effective implementation of this Contract;
- (c) acting as day-to-day contacts for routine communications regarding this Contract and the Services; and
- (d) acting as a first point of contact for any issues that arise.

11.2 **Contract Manager skills:** Each party must ensure that its Contract Manager is a person with appropriate skills, qualifications and experience to carry out the responsibilities in clause 11.1.

11.3 **Changing Contract Manager:** If a party changes its Contract Manager, it must notify the other party of the replacement's name and contact details, and the change shall not take effect until that has been done.

11.4 **Meetings:** Each party must make reasonable endeavours to meet with the other party as described in Schedule 1.

12. RECORDS, REPORTS AND INFORMATION

12.1 **Record keeping:** The Service Provider must keep and maintain full and accurate records relating to its performance of this Contract, which it must:

- (a) be able to quickly retrieve if required; and
- (b) keep until at least 7 years after the End Date.

12.2 **Reports:** The Service Provider must prepare and give to the Customer the reports specified in Schedule 1 at the times specified in that schedule.

12.3 **Information provision:** The Service Provider must give the Customer any records or other information relating to the Services that the Customer reasonably requests:

- (a) within any timeframes reasonably requested by the Customer; and
- (b) in a format that is usable by the Customer.

12.4 **Audit:** The Customer may, at any time, give notice that it wishes to audit the Service Provider's compliance with this Contract and, following such notice, the Service Provider must allow a representative (or representatives) of the Customer (who may be from a third party) to:

- (a) inspect the Service Provider's records relating to this Contract; and
- (b) have access to all premises, staff, facilities, equipment and software used by the Service Provider in connection with this Contract,

provided that:

- (c) the Customer must comply with any reasonable security and confidentiality requirements of the Service Provider relating to the audit;
- (d) access will only be allowed at times that are not unreasonably disruptive to the Service Provider; and
- (e) the Service Provider must provide reasonable assistance to the Customer in relation to the audit.

13. NATURE OF RELATIONSHIP

13.1 **Independence:** The parties are independent of each other and:

- (a) nothing in this Contract constitutes a legal relationship between the parties of partnership, joint venture, agency, or employment; and
- (b) neither party has authority to bind or represent the other party in any way or for any purpose.

13.2 **Not exclusive:** The Service Provider's appointment is not exclusive and nothing in this Contract limits the Customer's right to appoint third parties to provide services or deliverables similar or identical to the Services or Deliverables at any time, or to provide them itself. Nothing in this Contract limits the Service Provider's right to provide similar services or deliverables to third parties

as long as those services or deliverables do not conflict with the Services or Deliverables or cause a Conflicting Interest .

13.3 **No effect on Contract:** The use of a third party under clause 13.2 does not affect the rights or obligations of the parties under this Contract.

14. SUBCONTRACTING

14.1 **Consent required:** The Service Provider must not enter into a contract with someone else to deliver any part of the Services without the Customer's prior written approval.

14.2 **Suitability of subcontractor:** The Service Provider must ensure that any Subcontractor is suitable and has the capability and capacity to deliver that part of the Services being subcontracted.

14.3 **Service Provider still responsible:** Despite any subcontract:

(a) the Service Provider continues to be responsible for delivering the Services under this Contract; and

(b) the Service Provider must ensure the Subcontractor performs any obligations relating to the subcontracted Services that the Customer could require the Service Provider to perform, including, without limitation, keeping records in accordance with clause 12.1 and providing information in accordance with clause 12.3.

14.4 **Consistency with Contract:** The Service Provider must ensure that:

(a) each Subcontractor is fully aware of the Service Provider's obligations under this Contract to the extent they are relevant to the subcontracted part of the Services; and

(b) any subcontract it enters into is on terms that allow the Service Provider to perform its obligations under clause 14.3(b).

15. INSURANCE

15.1 **Insurance requirement:** The Service Provider must take out and maintain insurance cover for the length of this Contract, and for a reasonable period after the End Date, in amounts and against risks that are normal for businesses similar to that of the Service Provider.

15.2 **Evidence of insurance:** Within 10 Business Days of a request from the Customer, the Service Provider must provide evidence that it is complying with clause 15.1, that is satisfactory to the Customer in its reasonable discretion.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 **No change to Intellectual Property Rights:** Except as provided in Schedule 1, nothing in this Contract shall change the ownership of any Intellectual Property Rights.

16.2 **Licence:** To the extent that the Customer would otherwise breach the Service Provider's or a third party's Intellectual Property Rights by receiving and enjoying the benefits it could reasonably expect to receive from the Services and Deliverables, the Service Provider grants the Customer a non-exclusive, irrevocable, perpetual, worldwide, non-transferable licence to do those things that would allow it to receive and enjoy those benefits.

16.3 **IP indemnity:** The Service Provider indemnifies the Customer against any expenses, damage or liability incurred by the Customer in connection with any third party making a claim that, if upheld, would mean the warranty in clause 6.1(c) was incorrect.

17. CONFIDENTIALITY

17.1 **Confidentiality undertaking:** Subject to clause 17.2, in relation to any Confidential Information received by a Recipient, the Recipient undertakes to the Disclosing Party that:

- (a) it will receive and hold the relevant Confidential Information in confidence, and not disclose it to any person, for so long as it remains Confidential Information; and
- (b) it will put in place and maintain reasonable security measures to prevent any unauthorised person from using or accessing the Confidential Information in its possession or control.

17.2 **Permitted Disclosures:** A Recipient may disclose Confidential Information:

- (a) if required by law;
- (b) to the extent authorised by the Disclosing Party;
- (c) to its employees, professional advisers, auditors, service providers and independent contractors who have a specific need to have access to the Confidential Information in the course of their work for the Recipient and are legally obliged to the Recipient to keep it confidential; and
- (d) where the Recipient is the Customer:
 - (i) if the information is not a trade secret, to a Minister of the Crown (or to the office of the relevant Minister for provision to the Minister) that requests the information (noting that even trade secrets may, in some circumstances, need to be disclosed to a Minister under clause 17.2(a)); or
 - (ii) to the extent reasonably required for the Customer to receive the full contemplated benefit of the Services or Deliverables.

17.3 **Notification of confidentiality:** If a Recipient discloses Confidential Information in reliance on clause 17.2, it must ensure that each person to whom it discloses the Confidential Information is made fully aware of the confidential nature of the information.

17.4 **Discussion:** If a Recipient proposes to disclose Confidential Information under clause 17.2(a) or 17.2(d), it must, to the extent that is reasonable under the circumstances, notify the Disclosing Party before disclosing the information and inform the Disclosing Party when the information has been disclosed.

17.5 **Enforcement:** If a Recipient discloses Confidential Information under clause 17.2(c), it must take reasonable steps to ensure that the person the information is disclosed to keeps it confidential.

18. DISPUTE RESOLUTION

18.1 **Notification:** A party must notify the other as soon as reasonably practicable if it considers a matter under or in relation to this Contract is in dispute.

18.2 Contract Manager negotiation and escalation:

- (a) If a party gives notice under clause 18.1, each party's Contract Manager must first attempt to resolve the dispute through direct negotiation in accordance with Schedule 1.
- (b) If the Contract Managers do not resolve the dispute under clause 18.2(a) within the time before escalation, either party may escalate the dispute in accordance with Schedule 1 until it is resolved.

18.3 Reference to mediation: If a dispute remains unresolved after the steps for negotiation and escalation under Schedule 1 have been exhausted, a party may refer the dispute to mediation

18.4 Conduct of mediation: If a party refers a dispute to mediation under clause 18.3, the referring party will promptly notify the other party and the mediation will be conducted:

- (a) by a single mediator agreed by the parties, except that if the parties cannot agree a mediator within 5 Business Days of referral to mediation, either party may arrange for a mediator to be selected by Resolution Institute; and
- (b) on the terms agreed by the parties, except that if the parties cannot agree on the terms by the time the mediator is appointed, either party may request the mediator to decide the terms and the mediator's decision on the terms will be binding (unless both parties agree otherwise).

18.5 Costs of mediation: The parties must:

- (a) each pay 50% of the costs of the mediation, including any fees charged by the Resolution Institute for selecting a mediator; and
- (b) each pay their own costs for their respective preparation for, and attendance and representation at, the mediation.

18.6 Obligations during dispute: If there is a dispute under or in relation to this Contract, each party must continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

18.7 No court action: Neither party may start any court action in relation to a dispute under or in relation to this Contract:

- (a) before the date 5 Business Days after the parties become entitled to refer the dispute to mediation under clause 18.3; or
- (b) after the dispute has been referred to mediation unless the mediation process has been completed (but court action already commenced in compliance with this clause may be continued despite a subsequent referral to mediation),

except that either party may seek urgent interlocutory relief, or take other court action, before the negotiation and mediation steps have been exhausted where the relevant party reasonably believes that action is necessary to preserve its rights.

19. TERMINATION AND EXPIRY

19.1 No fault termination: The Customer may terminate this Contract:

- (a) at any time by giving 20 Business Days' notice to the Service Provider; or

- (b) immediately by giving notice to the Service Provider if a change in New Zealand Government policy or appropriation means the Customer is no longer permitted to procure the Services.

19.2 **Information sharing:** Without limiting the Customer's rights under clause 19.1(b), the Customer must endeavour to provide the Service Provider with as much notice as it is reasonably able to (taking account of its express and implicit obligations of confidentiality to the government) of any material risk that it might need to invoke clause 19.1(b).

19.3 **Termination for Service Provider breach:** The Customer may terminate this Contract immediately, by giving notice, if the Service Provider:

- (a) becomes Insolvent;
- (b) ceases for any reason to continue in business or to continue in that part of its business that includes some or all of the Services;
- (c) is unable to deliver the Services for a period of 20 Business Days or more due to an Extraordinary Event;
- (d) is in breach of any of its obligations under this Contract and the breach:
 - (i) has not been remedied or mitigated to the Customer's reasonable satisfaction within the time specified under clause 19.4(b)(ii) in a Default Notice; or
 - (ii) cannot, in the reasonable opinion of the Customer, be remedied or mitigated to the Customer's reasonable satisfaction within 10 Business Days (in which case the notice required for termination under this clause must be a Default Notice);
- (e) breaches a warranty under clause 6;
- (f) repeatedly fails to perform or comply with its obligations under this Contract, regardless of whether those obligations are minor or significant;
- (g) does something, or fails to do something, that, in the Customer's reasonable opinion, results in damage to the reputation or business of the Customer or the New Zealand Government, or will do so if the Customer continues its contractual relationship with the Service Provider;
- (h) has a Conflicting Interest that in the Customer's reasonable opinion is so material as to impact adversely on the delivery of the Services, the Customer or the New Zealand Government;
- (i) provides information to the Customer that it knows, or ought to know, is misleading or inaccurate in any material respect; or
- (j) fails to comply with clause 3.8.

19.4 **Default Notices:** Without limiting clause 19.3, if the Service Provider has breached this Contract, the Customer may, as contemplated by clause 19.3(d), deliver a notice to the Service Provider that:

- (a) states the nature of the breach; and
- (b) either:

- (i) states that the Customer is terminating this Contract with immediate effect and explain why, in the Customer's opinion, the breach cannot be remedied or mitigated to the Customer's reasonable satisfaction within 10 Business Days; or
- (ii) explains what is required for the breach to be remedied or mitigated to the Customer's reasonable satisfaction and sets a time and date by which it must be remedied or mitigated to the Customer's reasonable satisfaction (which must be at least 10 Business Days after the date the Service Provider receives the notice and may simply be described as that date).

19.5 **Termination for non-payment:** If the Customer fails to make a payment when due under this Contract, and the amount payable is not subject to a dispute by the Customer, the Service Provider may:

- (a) give written notice of the payment failure to the Customer; and
- (b) terminate this Contract immediately, by giving notice at any time that is:
 - (i) more than 10 Business Days after the date that the Customer receives the relevant notice under clause 19.5(a); and
 - (ii) before the Customer has made the relevant payment.

19.6 **Effect on rights:** The termination or expiry of this Contract does not affect those rights of each party that:

- (a) accrued prior to the End Date; or
- (b) relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of End Date.

19.7 **Effect on obligations:** Neither party shall have any obligations under this Contract after the End Date other than:

- (a) obligations that arise as a result of the rights referred to in clause 19.6; and
- (b) obligations under the following clauses:
 - (i) clauses 12.1, 12.3, 12.4, 16, 17, 19.6, 19.7, 19.8, 19.9 and 19.10, and any other clauses that, by their nature, are clearly intended to continue in force past the End Date; and
 - (ii) clauses 1, 21 and 22 to the extent they relate to the clauses referred to in clause 19.7(b)(i),

which shall continue in full force and effect.

19.8 **Charges and Expenses paid in advance:** If any Charges or Expenses were paid in advance, the Service Provider must refund them as soon as reasonably practicable after the End Date to the extent they relate to Services that were not performed, or expenses that the Service Provider was not committed to, prior to the End Date.

- 19.9 **Handing over the Services:** The Service Provider must provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Customer, or any person appointed by the Customer, both before and after an impending End Date.
- 19.10 **Confidential Information:** On termination or expiry of this Contract, a party must, if requested by the other party:
- (a) immediately return all of the other party's Confidential Information to the other party; or
 - (b) if it is not reasonably practical to return any Confidential Information, take reasonable steps in consultation with the other party to mitigate the effects of it not returning that Confidential Information, which may (without limitation) be to securely destroy it instead.
- 19.11 **Consequences of termination:** If this Contract is terminated:
- (a) the Service Provider must:
 - (i) stop providing the Services; and
 - (ii) immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract; and
 - (b) subject to the Customer's entitlement under clause 19.8, the Customer:
 - (i) must, within 10 Business Days of the effective date of termination (**Termination Date**), pay the amount of any unpaid valid invoice received from the Service Provider prior to the Termination Date (unless the unpaid amount is subject to dispute by the Customer, in which case the provisions of clause 10.5 shall apply to that amount); and
 - (ii) will only be liable to pay Charges that were due for Services delivered before the Termination Date and for which it has received a valid invoice within 5 Business Days of the Termination Date.

20. EXTRAORDINARY EVENTS

- 20.1 **No breach if failure to perform:** Without limiting clause 20.5, neither party shall be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.
- 20.2 **Obligations of affected party:** A party that is unable to perform an obligation as a result of an Extraordinary Event must:
- (a) take reasonable steps to mitigate the effects of its non-performance on the other party; and
 - (b) give notice to the other party as soon as reasonably practicable after it becomes aware that there is a material risk that it will not be able to perform an obligation, and the notice must include the following information:
 - (i) a description of the Extraordinary Event;
 - (ii) the extent of its inability to perform its obligations;
 - (iii) the likely duration of that non-performance; and
 - (iv) the steps it intends to take in accordance with clause 20.2(a).

- 20.3 **Alternative arrangements:** If the Customer exercises its rights under clause 13.2 to have another person perform the obligations the Service Provider is not able to perform (or perform equivalent obligations) it may, if it consults with the Service Provider before doing so, deduct the cost of engaging that other person from the Charges that would otherwise be payable to the Service Provider for performing those obligations.
- 20.4 **Limit on deductions:** No deductions under clause 20.3 may exceed the amount that would be payable to the Service Provider for the relevant obligations and, accordingly, no amount shall become payable by the Service Provider to the Customer under clause 20.3.
- 20.5 **Termination:** Where an Extraordinary Event occurs, the Customer may only terminate this Contract because of that Extraordinary Event if it does so under clause 19.3(c).

21. NOTICES

21.1 **Notice requirements:** All notices given by one party to the other under this Contract must be:

- (a) in writing;
- (b) delivered by email, hand, courier, or post (by airmail if to another country); and
- (c) be delivered using the address details specified in Schedule 1, unless the other party has updated those details by notice, in which case the updated details must be used.

21.2 **Receipt:** A communication given in accordance with clause 21.1 will be deemed to have been received by the recipient:

- (a) **By email:** if emailed, at the time the email is received in the inbox of the recipient, except that no receipt will be deemed to have occurred unless the sender receives written evidence that receipt has occurred (which may, without limitation, be either an automated email response such as an "out of-office" reply, or a non-automated reply by the recipient);
- (b) **By hand or courier:** in the case of delivery by hand or courier, when delivered; and
- (c) **By post:** if posted 3 Business Days after posting within a country or 10 Business Days after posting to another country,

except that any communication that would otherwise be deemed to be received after 5pm or on a day that is not a Business Day shall be deemed not to have been received until 9am on the next Business Day.

22. GENERAL

- 22.1 **No transfer:** Neither party may transfer its rights or obligations under this Contract without the prior written consent of the other party (not to be unreasonably withheld).
- 22.2 **Counterparts:** This Contract may be executed in any number of counterparts (including facsimile or scanned PDF counterparts), all of which when taken together shall constitute one and the same instrument, and either party may execute it by signing any such counterpart.
- 22.3 **Governing law and jurisdiction:** This Contract is governed by and shall be construed in accordance with New Zealand law and both parties submit to the non-exclusive jurisdiction of the New Zealand courts.

SIGNATURES

In signing this Contract, each party acknowledges that it has read and agrees to be bound by it. The date of this Contract is the later of the two dates below.

For and on behalf of the **CUSTOMER:**

s9(2)(a)

Signature

Name: Nick Fleming

Position: Head of Manufacturing - Export Customers, New Zealand Trade and Enterprise

Date: 15 February 2023

For and on behalf of the **SERVICE PROVIDER:**

s9(2)(a)

Signature

Name: **s9(2)(a)**

Position: **s9(2)(a)**,
HATCH BLUE NORWAY AS

Date: 15 February 2023

Released under the Official Information Act 1982

SCHEDULE 1 – CONTRACT DETAILS

A. PARTY DETAILS

(Refer to clauses 11 and 21)

Customer	New Zealand Trade and Enterprise
Address:	Level 15, The Majestic Centre 100 Willis Street Wellington, New Zealand Attention: Director, Legal and Property
Email:	s9(2)(a) and legal@nzte.govt.nz (Att: Director, Legal & Property). (All notices other than invoices must be addressed to both to be valid. Invoices do not need to be copied to legal@nzte.govt.nz, but must be copied to nzte.invoices@nzte.govt.nz and include code [BU119.OPE33086])
Contract Manager:	Megan Huddleston s9(2)(a)

Service Provider	HATCH BLUE NORWAY AS
Address:	BTO AS Thormohlens gate 51 5006 Bergen, Vestland, Norway
Email:	s9(2)(a)
Contract Manager:	s9(2)(a)

B. TERM OF CONTRACT

(Refer to clause 2)

B.1. **Start Date:** 6 February 2023

B.2. **End Date:** 30 September 2023

B.3. **Extension Options:** None

C. SERVICES

(Refer to clause 3)

- C.1 Summary:** In summary, the Services to be provided by the Service Provider are full-service programme management and activation required to deliver an accelerator programme in 2023 in partnership with the Customer (**2023 Programme**). This includes:
- **Awareness and education sessions** - Series of webinars where the Service Provider will share their global view on the opportunities for New Zealand. *This will be open to all of New Zealand's aquaculture sector.*
 - **Accelerator programme for five companies** - Dedicated cohort for a selection of Aqua tech companies to support market entry – *selection criteria will apply.*
 - **Immersion** – If the Customer determines that there is sufficient from the New Zealand aquaculture sector, New Zealand delegation to travel to Norway for AquaNor – the largest global aquaculture and technology conference held on 22-24th August 2023. The Service Provider will facilitate field visits, and key introductions. *The opportunity to join the delegation will be open to all of New Zealand's aquaculture sector.*

The key objectives of the 2023 Programme are:

- To raise awareness of aquaculture opportunities for NZ companies
- To refine value proposition of high potential NZ aquatech companies and prepare them for market engagement

- To facilitate face-to-face interactions between high potential NZ aquatech companies and leading aquaculture companies
- To enable NZ companies to obtain first-hand experience of Norwegian aquaculture operations
- To market globally the breadth and depth of aquaculture capabilities and activities in NZ

The 2023 Programme will be delivered in 5 phases:

- Phase 1: Raise market awareness
- Phase 2: Run accelerator 'competition'
- Phase 3: Accelerator market preparation
- Phase 4: Market engagement and attend AquaNor
- Phase 5: Review and evaluate programme

C.2. Detail: More specifically, the Services to be performed by the Service Provider are:

a) Phase 1: Raise market awareness

- a. Market familiarity
 - i. Delivery set of three overview presentations on the aquaculture market and its challenges given by range of experts. Audience are members of NZ's aquaculture ecosystem.
- b. Accelerator preparation
 - i. Finalise accelerator process and selection criteria in collaboration with the Customer

b) Phase 2: Run accelerator 'competition'

- a. Launch accelerator
 - i. Promotion of accelerator and NZ Inc. AquaNor immersion
- b. Cohort selection
 - i. Management of applications, selection of cohort to agreed criteria

c) Phase 3: Accelerator market preparation

- a. Market orientation
 - i. More detailed presentations of key aquaculture markets and challenges to cohort
- b. Refine value proposition
 - i. Assignment of mentors for cohort companies to develop tailored and refined value propositions for their respective markets
- c. Market preparation
 - i. 1:1 mentoring to prepare companies for engaging with market, and identification of target companies to meet face to face at AquaNor
 - ii. Intro meetings where appropriate prior to AquaNor, and for when the target is not attending.

d) Phase 4: Market engagement and attend AquaNor (if the Customer determines that there is sufficient from the New Zealand aquaculture sector)

- a. AquaNor preparation
 - i. Deliver AquaNor campaign plan to maximise success for cohort companies at AquaNor.
 - ii. Support to explore opportunities to enter innovation awards, and potential speaking opportunities for NZ entities attending
- b. AquaNor
 - i. Facilitate introductions with target companies
- c. AquaNor + events
 - i. Organised visits to fish farms, feed producers etc

e) Phase 5: Review and evaluate programme

- a. Company review
 - i. Cohort companies and mentors to evaluate visit, meetings and defined action plan
- b. Programme review
 - i. Review outcome of programme, evaluation or success, KPIs and lessons learned.

Deliverables - Reports

Report name	Report description	Due dates
Interim accelerator report	<p><i>Target Audience:</i> The Customer and the all-of-government Agritech Industry Transformation Plan Taskforce, including the Customer's Governance Group, Ministry of Primary Industries, Ministry of Business, Innovation and Employment, Callaghan Innovation, Agritech NZ and Agritech NZ's Board comprising of industry leaders.</p> <p><i>Mid point report, including Net Promoter Score (NPS), which can be incorporated into the below report. This report will evaluate the accelerator programme by mid June and capture cohort's feedback to date and ambitions for AquaNor immersion.</i></p>	10 th June 2023
Aquaculture Technology International Acceleration Program Report and Recommendations	<p><i>Target Audience:</i> The Customer and the all-of-government Agritech Industry Transformation Plan Taskforce, including the Customer's Governance Group, Ministry of Primary Industries, Ministry of Business, Innovation and Employment, Callaghan Innovation, Agritech NZ and Agritech NZ's Board comprising of industry leaders.</p> <p>This report should serve as a comprehensive guide to NZ government and industry leaders on the process, outcomes, impact, learnings and recommendations to consider future undertaking of an improved international accelerator program. Amongst other things, it must describe:</p> <ul style="list-style-type: none"> • Details of activities undertaken • Company data gathered and company value propositions • Meeting attendee details and outputs for NZ company consultations with Hatch and with identified high value targets • Action plan for further interactions between target companies and NZ companies • Recommendations on future support of NZ aquatech companies and/ or sector interventions 	15 th September 2023

C.3. Timing:

Phase	Duration	Specific Milestones
Phase 1: Raise market awareness	4 weeks	15 th February 2023 – 15 th March 2023 (or as otherwise agreed in the education sessions plan) <ul style="list-style-type: none"> - finalise details for the accelerator, selection criteria, promotion activities for the accelerator and put in an application 'process'

		- 3 x webinars on global ecosystem and opportunities for NZ
Phase 2: Run accelerator 'competition'	8 weeks	16 th March 2023 (or as otherwise agreed in the education sessions plan) - Accelerator applications open 15 th April 2023 (or as otherwise agreed in the education sessions plan) - Applications close
Phase 3: Accelerator market preparation	6 weeks	16 th April 2023 – 30 th June 2023 (or as otherwise agreed in the education sessions plan) - Select companies, assign mentors - mentors work with the companies to develop the value proposition and put in place a marketing plan for AquaNor 10 th June 2023- Interim accelerator report due (to meet Agritech ITP deadline of 30 June)
Phase 4: Market engagement and attend AquaNor	6 weeks	1 July 2023 – 10 August 2023 (or as otherwise agreed in the education sessions plan) - Preparation 20-24 August 2023- AquaNor - immersion visit (likely a week in Norway in total)
Phase 5: Review and evaluate programme	2 weeks	30 th September 2023 - Aquaculture Technology International Acceleration Program Report and Recommendations due

D. PLANS

(Refer to clause 9)

D.1.

Required Plans			
Plan	Scope of plan	Deadline for draft plan	Review dates for plan
Education sessions plan	<ul style="list-style-type: none"> - Outline of presentations and speakers - Marketing & communications materials to promote to NZ's ecosystem - Allowance for input from the Customer and industry on comms Timeline to outline specific deadlines for completion of above	13 th Feb	15 th Feb
Cohort criteria plan	<ul style="list-style-type: none"> - Scoring matrix/judgement criteria - Design of questionnaire or similar to ensure we get the information we need to score applicants - Communications plan for applicants that are not successful 	27 th Feb	6 th Mar
AquaNor immersion plan	<ul style="list-style-type: none"> - Generic plan for NZ Inc. contingent - Specific immersion plans for cohort companies, prepared by mentors - Support and timing around ensuring NZ companies know what they need to commit to and by when 	15 th June	30 th June
Programme & Companies' Next Step Recommendation plan	<ul style="list-style-type: none"> - Follow up course of action after meetings with target partners and recommendations for NZ government after this program 	10 th Sep	20 th Sep

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E. CUSTOMER-PROVIDED RESOURCES*(Refer to clause 8.2)*

E.1. None.

F. POLICIES*(Refer to clause 3.3(b))*

F.1. Per clause 3.3(b).

G. PERSONNEL*(Refer to clause 7)*G.1. **Specific requirements for Workers:**

(a) None

G.2. **Key Personnel:**

Name	Position
s9(2)(a) (Norway)	s9(2)(a)
s9(2)(a) (Norway)	s9(2)(a)
s9(2)(a) (Singapore)	s9(2)(a)

H. SERVICE LEVELS*(Refer to clause 3.1(c))*

H.1. None

I. CHARGES*(Refer to clause 10)*

I.1 Subject to paragraph I.3 below, the Charges are the amounts set out in the table below.

Phase	Breakdown of the Charges in Euros (currency of payment) including all applicable taxes
Phase 1: Raise market awareness <ul style="list-style-type: none"> - Market familiarity - Accelerator preparation 	s9(2)(b)(ii) s9(2)(b)(ii)
Phase 2: Run accelerator 'competition' <ul style="list-style-type: none"> - Accelerator launch - Cohort selection 	s9(2)(b)(ii) s9(2)(b)(ii)
Phase 3: Accelerator market preparation <ul style="list-style-type: none"> - Market orientation - Refine value proposition - Market preparation 	s9(2)(b)(ii) s9(2)(b)(ii) s9(2)(b)(ii)
Phase 4: Market engagement and attend AquaNor <ul style="list-style-type: none"> - AquaNor preparation - AquaNor - AqnNor+ events 	s9(2)(b)(ii) s9(2)(b)(ii) s9(2)(b)(ii)

Phase 5: Review and evaluate programme - Company review - Programme review	s9(2)(b)(ii) s9(2)(b)(ii)
TOTAL	s9(2)(b)(ii)

- I.1. Subject to paragraph I.3 below, the Service Provider will invoice the Customer for the Charges when the relevant milestones set out below are achieved:

Milestone for issue of Tax Invoice	Amount of Tax Invoice (including all applicable taxes)
On commencement of Phase 1: Raise market awareness	s9(2)(b)(ii)
On commencement of Phase 3: Accelerator market preparation	s9(2)(b)(ii)
On completion of the Services to the Customer's reasonable satisfaction	s9(2)(b)(ii)

- I.2. The parties acknowledge and agree that the Charges set out in paragraph I.1 above are based on the assumption that the cohort taking part in the programme will be no more than 5 aquatech companies. The Customer may, in its absolute discretion, decide to have a cohort of more than 5 aquatech companies (**Expanded Cohort**). If the Customer decides to proceed with an Expanded Cohort, the parties may agree in writing to any consequential changes to the amount of the Charges (if any).

J. EXPENSES

(Refer to clause 10)

- (a) N.A.

K. MEETINGS

(Refer to clause 11.4)

- K.1. The parties shall have the following regular meetings:

Meetings		
Purpose of meeting	Required attendees	Regularity
Progress Meeting/ WIP	Service Provider representatives, NZTE leads and or Agritech ITP team members	Fortnightly, or as otherwise agreed between the parties
Phase- conclusion meetings or any topic-specific meetings or presentations (e.g. Risk mitigation discussion, Final wrap report presentation)	Service Provider representatives, NZTE leads, Agritech ITP team members, Customer Managers, Industry members as appropriate	Every 4 weeks, or as otherwise agreed between the parties

L. REPORTS

(Refer to clause 12.2)

- L.1 No required reports

M. INSURANCE

M.1 Per clause 15.1.

N. INTELLECTUAL PROPERTY RIGHTS

(Refer to clause 16)

N.1 All Intellectual Property Rights in the outputs delivered as part of the Services shall vest in the Customer as they arise

O. DISPUTE ESCALATION

(Refer to clause 18)

- O.1. The parties shall each try to resolve disputes at the levels specified below.
- O.2. After the time specified for resolution at that level, either party may require that the dispute be escalated to the next level.
- O.3. The parties may, at any time, agree to escalate the dispute more quickly than provided for in the table below.

Escalation Path			
	Service Provider	Customer	Time before escalation
1	Contract Manager	Contract Manager	7 Business Days
2	Hatch Holdings Director	Sector Partner	10 Business Days

SCHEDULE 2 – SUPPLIER CODE OF CONDUCT

Supplier Code of Conduct

Statement of Government Expectations

The Government is committed to sustainable and inclusive government procurement that delivers for New Zealand and New Zealanders. This Supplier Code of Conduct outlines the expectations we have of our suppliers. Suppliers must make their subcontractors aware of this code.

Ethical behaviour

The Government expects its suppliers to:

- manage their activities and affairs, and conduct themselves, with integrity in accordance with applicable laws, regulations and ethical standards
- not engage in any form of corruption
- be transparent about their ethical policies and practices.

Labour and human rights

The Government expects its suppliers to:

- adhere to international human rights standards in their workplace and monitor and address these standards within their supply chain
- comply with New Zealand employment standards and maintain a workplace that is free from unlawful discrimination.

Health, safety and security

The Government expects its suppliers to:

- comply with workplace health and safety laws and regulations and maintain healthy and safe work environments
- comply with any security requirements notified to them by the Government
- adequately protect any information, assets, tools and materials provided by the Government and return these promptly when requested.

Environmental sustainability

The Government encourages suppliers to establish environmentally responsible business practices and proactively improve their environmental performance. The Government expects its suppliers to:

- conduct their business in accordance with applicable laws, regulations and standards regarding the mitigation of impacts on, and protection of, the environment
- work to improve their environmental sustainability and reduce their environmental impacts.

Corporate social responsibility

The Government encourages its suppliers to be good corporate citizens and contribute positively to their communities. Some positive things suppliers could do are:

- pay their subcontractors promptly
- consider including local, Māori, and Pasifika businesses to deliver the contract.