

GMC Lite GOODS and/or SERVICES (3<sup>rd</sup> Edition)

# Lite Contract

<b>Modelling of Emissions Trading Scheme impact on the electricity market</b>
---

<b>Buyer's Contract number:</b> [to be inserted by Procurement when the contract has been processed]
--

## The Parties

<b>The Buyer</b> <a href="#">The Ministry for the Environment</a>
---

Environment House, 23 Kate Sheppard Place, Thorndon, Wellington 6011
--

and

<b>The Supplier</b> Sam Harvey
--------------------------------

s 9(2)(a)
-----------

## Agreement

The Supplier will provide the following goods and/or services (as applicable) to the Buyer by the date and for the price recorded in the table below (excluding GST). The price includes all expenses.

### Background

The Buyer requires the Services for the purpose of developing a model that will simulate the impact of the ETS on wholesale electricity prices. The model is needed to ensure policy advice on the EAF is considered.

The Supplier will provide updates and reviews to datasets. The Supplier will coordinate this work with the Buyer, the Electricity Authority, and the Major Electricity Users Group (MEUG). A final report will be provided by the Supplier that includes: MEUG feedback, changes from last run, simulation results and graphs, criteria to consider when reviewing each year's results.

Description	Delivery date	Specific Standards (if any)	Price (exc GST)
<b>Report on modelling results and implementation improvements</b>	29/04/2022	<p>Develop the inputs for the model and <b>run</b> the model to <b>provide EAF values for calendar years 2016-2021 inclusive, for all three scenarios as defined in Table 16, page 39 of this consultation document:</b> <a href="https://bit.ly/3LQbzVK">https://bit.ly/3LQbzVK</a></p> <p>Draft and finalise a report to include any changes from completed reruns, explain simulation results and graphs <b>and suggestions for implementation improvements</b></p>	\$8000

GMC Lite GOODS and/or SERVICES (3<sup>rd</sup> Edition)

<b>Price</b>	The total price payable under this Contract is up to NZ\$8000 excluding GST. This price is calculated as follows: § 9(2)(b) per hour up to a maximum of hours.
<b>Invoice and payment</b>	The Supplier will invoice the Buyer for the goods and/or services when all goods and/or services have been provided. If delivery of the goods and/or services has been satisfactory, and the Buyer receives a valid tax invoice: <ul style="list-style-type: none"> <li>on or before the 5th business day of the month, the Buyer must pay that tax invoice by the 20th calendar day of that month; and</li> <li>after the 5th business day of the month, the Buyer must pay that tax invoice by the 20th calendar day of the following month.</li> </ul>
<b>Start date</b>	This Contract will start on 11/04/2022.
<b>End date</b>	This Contract will end on 29/04/2022.
<b>Term</b>	This Contract starts on the Start Date. Goods and/or services must not be delivered before the Start Date. This Contract ends on the End Date.
<b>Standards</b>	<u>FOR SERVICES:</u> (as applicable) The Supplier will provide the services with due care, skill and diligence and to the Specific Standards specified above (if any). <u>FOR GOODS:</u> (as applicable) All conditions and warranties under the Contract and Commercial Law Act 2017, Part 3, Subparts 1 - 6 apply to the supply of goods under this Contract. The Supplier must comply with the <i>Supplier Code of Conduct</i> issued by the Procurement Functional Leader (see <a href="http://procurement.govt.nz">procurement.govt.nz</a> ).
<b>On-Site Requirements</b>	If the Supplier (including the Supplier's personnel and subcontractors) is at the Ministry's premises, the Supplier must observe the Ministry's policies and procedures, including those relating to security requirements and health and safety. The Supplier must comply with the terms of the Ministry's COVID-19 Vaccination Policy as updated from time to time ( <a href="https://environment.govt.nz/about-us/covid-19-vaccination-policy-for-visitors-to-mfe-workplaces/">https://environment.govt.nz/about-us/covid-19-vaccination-policy-for-visitors-to-mfe-workplaces/</a> ).
<b>Intellectual Property</b>	Pre-existing intellectual property rights remain the property of their current owner. New intellectual property rights in any tangible output of the services (deliverables) become the property of the Buyer when they are created. The Supplier grants to the Ministry a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all intellectual property rights incorporated in the deliverables by the Supplier that are not owned by the Buyer. The Supplier will not infringe any third party intellectual property rights in developing any deliverables under this Contract.
<b>Confidentiality</b>	Each Party confirms that it has adequate security measures to safeguard the other Party's confidential information from unauthorised access or use by third parties, and that it will not use or disclose the other Party's confidential information to any person or organisation other than: <ol style="list-style-type: none"> <li>to the extent that use or disclosure is necessary for the purposes of providing the goods or services or in the case of the Buyer, using the goods or services,</li> </ol>

GMC Lite GOODS and/or SERVICES (3<sup>rd</sup> Edition)

	<p>2. if the other Party gives prior written approval to the use or disclosure,</p> <p>3. if the use or disclosure is required by law (including under the Official Information Act 1982), government Ministers or parliamentary convention, or</p> <p>4. in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.</p> <p>On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, immediately return or securely destroy all confidential information and other material or property belonging to the Buyer.</p>
<b>Resolving disputes</b>	The Parties will use their best endeavours to resolve any dispute or difference that may arise under this contract through direct negotiation. If the Parties cannot resolve a dispute by negotiation, either Party may refer the matter to mediation. The Party requesting mediation must notify the other Party in writing. Each Party will meet their own costs of resolving the dispute.
<b>Contractual Relationship</b>	Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. Neither Party has authority to bind or represent the other party in any way or for any purpose.
<b>Conflicts of Interest</b>	The Supplier warrants that as at the Start Date, it has no conflict of interest in providing the goods and/or services or entering into this Contract. The Supplier must do its best to avoid situations that may lead to a conflict of interest arising. The Supplier must tell the Buyer immediately, and in writing, if any conflict of interest arises in relation to the goods and/or services or this Contract.
<b>Publicity</b>	The Supplier may disclose the existence of this Contract but must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.
<b>Records</b>	The Supplier must keep and maintain records relating to this Contract in accordance with prudent business practice and all applicable laws.
<b>Law</b>	This Contract will be governed and interpreted in accordance with New Zealand law.

<b>Signed for and on behalf of the Buyer:</b>	<b>Signed for and on behalf of the Supplier:</b>
 <hr/> (signature)	<hr/> (signature)

<b>Name:</b>	James Coombes	<b>Name:</b>	Samuel Harvey
<b>Position:</b>	Manager, ETS Policy	<b>Position:</b>	Consultant
<b>Date:</b>	8/04/2022	<b>Date:</b>	11/04/2022