



ESR
Contract No. _____

Client Contract for Services (Short Form)

Institute of Environmental Science & Research Limited a Crown Research Institute established under the Crown Research Institutes Act 1992 ("ESR")		
ESR Contacts:	Dr Stephen Cordiner Manager Forensic Service Centres	Phone: [REDACTED] Email: [REDACTED]
	Dr Douglas Elliot Science Leader Auckland Forensic Service Centre	Phone: [REDACTED] Email: [REDACTED]
Physical Address:	Kenepuru Science Centre [REDACTED] [REDACTED]	Fax: [REDACTED]
Postal Address:	[REDACTED] [REDACTED] [REDACTED]	

(insert Client name, a company incorporated in New Zealand ("Client"))		
Client Contact:	Paul Csoban Executive Director Forensic and Scientific Services Queensland Health	Phone: [REDACTED]
Physical Address:	[REDACTED] [REDACTED] [REDACTED]	Email: [REDACTED]
Postal Address:	[REDACTED] [REDACTED] [REDACTED]	Fax: [REDACTED]

The Client agrees to engage ESR to provide the services referred to in the Description of Services ("the Services") and ESR accepts engagement on the terms and conditions set out in Part B.

Description of Services:

1. An independent review Queensland Health SOP for the examination of sex assault cases, taking into account the other related technical documents provided, to ensure that the labs processes are valid, scientifically sound, and in line with best practice.
2. To make recommendations on any improvements to the SOPs for Queensland Health to consider.

Commencement Date:**Completion Date: 10 March 2017****Contract Price (excl. GST) : NZD**

- Read and assess the documents
- Follow up any technical aspects with Queensland health
- Prepare a written report

5 hrs at \$AU 250 per hour

\$AU 1,250 total

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Executed on the later of the two dates written below.

<p>Signed by: The Institute of Environmental Science & Research Limited</p> <div style="background-color: black; width: 150px; height: 40px; margin: 5px 0;"></div> <hr style="width: 100%; margin-top: 10px;"/> <p>Name: Stephen Cordiner Position: Manager Forensic Service Centres ESR Date: 3/3/2017</p>	<p>Signed by: (insert Client name)</p> <div style="background-color: black; width: 150px; height: 40px; margin: 5px 0;"></div> <hr style="width: 100%; margin-top: 10px;"/> <p>Name: <i>Paul CSOBAN</i> Position: <i>EXECUTIVE DIRECTOR</i> Date: <i>3/3/17</i></p>
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TERMS OF REFERENCE

- 1. Term of Contract**
- 1.1. This Agreement will commence and terminate on the dates as specified above unless terminated by either party pursuant to the termination Clause of this Agreement.
- 1.2. The parties may renew the Agreement for a further term by mutual agreement but neither party is under any obligation to do so.
- 2. Payment of Price**
- 2.1. Payment of the Price in full (including GST) will be paid to ESR on the 20th of the month following the date of receipt of an invoice by the Client.
- 2.2. The amount payable under clause 1.1 above is the sole payments due to ESR in respect of performance of the Services and is inclusive of any taxation, of whatever kind, which may be levied in respect of such Services.
- 2.3. In all cases penalty interest of 4 % above the prevailing ANZ Banking Group Ltd's base lending rate shall be payable monthly from the date the payment is due until payment is received.
- 3. Provision of Services**
- 3.1. ESR shall perform the Services in a competent and professional manner. If any Services provided by ESR are materially defective then upon receipt of notice from the Client of such defect ESR shall, where possible, remedy such defect at no cost to the Client.
- 3.2. While the Client and ESR will agree on the type of analyses to be undertaken, it is ESR's responsibility to decide on the method or methods used to perform any particular analysis and there is no requirement to inform the Client of these methods unless specifically requested to do so.
- 3.3. ESR may not subcontract out any, or all of the Services unless the Client has received the written agreement by ESR to such subcontracting.
- 3.4. The Client will not unreasonably withhold consent where the Client considers that the subcontractor to be engaged by ESR has the requisite skill, experience and ability to perform the Services.
- 4. Liability**
- 4.1. ESR shall be liable for any loss, damage, liabilities or costs suffered or incurred by ESR or any other party (in contract or tort) arising directly or indirectly from the Services or the acts or omissions of ESR pursuant to this Agreement.
- 4.2. The maximum liability of ESR under this Clause shall be limited to twice the value of the contract price.
- 5. Final Reports**
- 5.1. ESR shall provide to the Client on completion of the Services a comprehensive report on the work done during the course of the contract and the results obtained from such work. The report shall be prepared in a manner and form acceptable to the Client.
- 6. Property**
- 6.1. Upon completion of the Services and payment of the Price and/or any other money outstanding under this Agreement, ESR's report generated for the Client as part of the Services shall become the exclusive property of the Client
- 6.2. Unless agreed to the contrary all Intellectual Property which arises out of or in the course of provision of the Services shall be the sole and exclusive property of ESR.
- 6.3. For the purposes of this Agreement "Intellectual Property" shall mean and include but shall not be limited to, every process, system, program, computer software, formula, technique, invention, discovery, development, improvement and copyright.
- 6.4. The Client shall execute any and all such documents to give effect to this Clause.
- 7. Confidentiality**
- 7.1. The Client and ESR shall not without the other's consent, use or disclose to the detriment of the other party, any confidential information, trade secrets or Intellectual Property relating to the other party acquired or created in connection with this Agreement or the performance of Services.
- 7.2. Disclosure will not breach clause 7.1 to the extent that it may be required by law or the extent that it is known in the public domain.
- 8. Termination**
- 8.1. Either party may terminate this Agreement for any reason upon giving one month's notice in writing to the other party.
- 8.2. Notwithstanding Clause 8.1 either party may terminate this Agreement on 5 days' notice where the other party has committed a material breach of that party's obligations under this Agreement and the other party having been notified of the breach has failed to remedy the breach within 10 days' notice of the breach.
- 8.3. Upon termination of this Agreement by ESR the Client will have no claim against ESR except for the payment of Fees owing in respect of the Services actually and already provided by the Client.
- 8.4. Clauses 6 and 7 shall survive termination of this Agreement.
- 9. Variation**
- 9.1. No modification, variation or waiver of this Agreement will be effective and binding on the parties unless made in writing and signed by each party

TERMS OF REFERENCE

10. Insurance

- 10.1 Prior to and throughout the term of this Agreement, ESR shall effect and maintain insurance against negligent and non-negligent errors and omissions (by ESR and any person performing any part of any of the Services) and effect and maintain comprehensive third party liability insurance (covering ESR and any person performing any part of any of the Services).

11. Relationship

- 11.1. ESR is in all respects an independent person contracted by the Client to provide the services described in this Agreement. Nothing contained or implied in this Agreement shall create an employer/employee relationship between ESR and the Client.

12. Force Majeure

- 12.1. Neither party will be liable to the other for any failure or delay in performance of this contract due to any circumstance reasonably beyond the control of the

affected party.

13. Dispute Resolution

- 13.1. Any dispute arising under this Agreement whether as to interpretation of any provision of the Agreement, or to its application shall be dealt by:
- (a) Direct negotiation between the parties; or failing such agreement;
 - (b) Mediation in terms of the LEADR New Zealand Incorporated standard mediation agreement; or failing such agreement;
 - (c) Arbitration conducted in accordance with the Arbitration Act 1996.

14. Jurisdiction

- 14.1. This Agreement shall be governed and interpreted in accordance with the laws of New Zealand.