Schedule 2: Statement of work for conservation project: Click or tap here to enter text.

Dated: Click or tap to enter a date.

Contract number: Click or tap here to enter text.

# The parties

Manatū Taonga, Ministry for Culture and Heritage ("the Buyer")

And

Click or tap here to enter text. (“the Supplier”)

(together, “the Parties”)

# Background:

1. This Statement of Work is entered into pursuant to a Master Services Agreement between the parties dated Click or tap to enter a date. (“MSA”).
2. The Buyer wishes to engage the Supplier to provide Goods and/or Services as detailed in this Statement of Work.
3. The Supplier agrees to perform the Goods and/or Services pursuant to the MSA and as set out in this Statement of Work.

|  |  |  |
| --- | --- | --- |
| Duration[[1]](#footnote-1) | **Start Date:** Click or tap to enter a date. | **End Date:** Click or tap to enter a date. |
| Professional Indemnity Insurance (clause 19.1)If it doesn’t apply – insert not applicable – do not delete this field | It is preferred to have $2 million but, on a case-by-case basis we may consider another amount, e.g., three or five times the value of the contract. | Amount: Click or tap here to enter text. |

# The Parties agree the following:

1. This Statement of Work is incorporated into and forms Schedule 2 of the MSA.
2. Words have the same meaning when used in this Statement of Work as defined in the MSA.
3. If there is any conflict between this Statement of Work and the MSA then the terms of this Statement of Work shall take precedence.

# 1. Goods and/or Services

A summary of the following Goods and Services the Supplier shall provide:

**1.1** Under the Protected Objects Act 1975 (the Act), the Crown is the prima facie owner of all Newly Found Taonga Tūturu. Section 11(4)(i) of the Act requires the Chief Executive of the Ministry for Culture and Heritage to provide for the examination of Newly Found Taonga Tūturu, its care, its recording, and its custody on such conditions as the Chief Executive of the Ministry for Culture and Heritage (the Buyer) sees fit. As part of this obligation, the Buyer pays for the conservation treatment of Newly Found Taonga Tūturu.

**1.2** Taonga Tūturu (described in cl. 1.4 of this Statement of Work) was Describe Background. The Buyer was notified in Click or tap here to enter text. and it was assessed that conservation treatment would need to be provided as per cl. 1.1 of this Statement of Work.

**1.3** The Supplier has initiated Conservation Care for the Click or tap here to enter text. Conservation Project (the Project) and will continue Conservation Care until End-of-Treatment. ‘The Project’ is defined as servicing all the deliverables in Section 2 of this Statement of Work. [Appendix 1](#_Appendix_1:_Status) of this Statement of Work are Status Reports submitted by The Supplier to The Buyer regarding the initiation and administration of Services.

**1.4** The Click or tap here to enter text. Conservation Project inventory (as of Click or tap to enter a date.) includes:

|  |  |
| --- | --- |
| Z number | **Description** |
|  |  |
|  |  |

**1.5** The Supplier must:

**1.5.1** Continue to collaborate with the Buyer and liaise and engage with relevant iwi authorities

**1.5.2** Provide status updates to the Buyer on the conduction of Deliverables and Milestones as defined in cl 2 of this Statement of Work

**1.5.3** Have the necessary knowledge and experience in providing the Services and perform the obligations set out in this Statement of Work with due care, skill, and diligence;

**1.5.3.1** To an appropriate professional standard or in accordance with good industry practice as would be expected from a leading expert in the conservation industry;

**1.5.3.2** In a manner that is culturally appropriate to iwi Māori;

**1.5.3.3** With additional information provided by the Supplier at the Buyer’s request within a reasonable timeframe;

**1.5.3.4** Provide all equipment and resources necessary unless otherwise stated in the resources section of this Statement of Work.

**1.6** The Primary Conservator for this project is Click or tap here to enter text.. Primary Conservator is defined as the responsible leader of the project and ensuring the delivery of Services in this Statement of Work.

**1.7** The Secondary Conservator for this project is Click or tap here to enter text. OR DELETE THIS CLAUSE IF NOT APPLICABLE. Secondary Conservator is defined as functioning to assist the Primary Conservator in the delivery of Services in this Statement of Work. The Secondary Conservator does not need to attend every meeting or contribute to every status update unless required by the Primary Conservator.

# 2. Deliverables

The following table sets out the agreed Deliverables and delivery dates for completion of each Deliverable:

|  |  |  |
| --- | --- | --- |
| Deliverable Number\* | Description | Delivery Date |
| 2.1 | **Treatment Proposal**: to be made following engagement with the Buyer and relevant iwi. The Buyer will notify the Supplier of their acceptance of the proposal and approval to proceed to the Treatment Plan stage within 10 working days. | INSERT DATE OR STATE NOT APPLICABLE  |
| 2.2 | **Treatment Plan**: the plan that the Supplier will provide to the Buyer. The Supplier will follow this Treatment Plan to deliver Conservation Care until End-of-Treatment. End-of-Treatment is the point where a Taonga Tūturu has finished receiving active conservation treatment and is dried, archivally packaged for transport, and a Full and Final Treatment Report is provided. Alternatively, if End-of-Treatment can be considered as the point where a wet organic Taonga Tūturu has finished receiving active conservation treatment and control drying or drying is completed, a Full and Final Treatment Report is provided, and standard museum practice monitoring is the only ongoing activity. | Following iwi/hapū consultation and approval. Within INSERT months of the signing of this Statement of Work.  |
| 2.3 | **Conservation Care**: includes but is not limited to submitting notifications of found taonga tūturu on the Protected Objects Database, stabilization, analysis, administering treatment, monitoring, freeze drying, photography, reporting and completion of reporting through to End-of-Treatment requirements. | Ongoing for the duration of this Statement of Work. |
| 2.4 | **Status Report**: these are reports provided by the Supplier, to the Buyer including information on;* activity taken during any site visits including pictures.
* planned or anticipated activity
* a summary of any discussions with interested parties regarding treatment
* progress to completing Deliverables in accordance with agreed timeframes and price considerations
* where Services are being delivered on a time and materials basis, timesheets of all resources and personnel assigned to deliver the Services, including a total price
* any risks or issues identified regarding delivery of the Services specified in the Statement of Work; and
* any other relevant detail.
 | INSERT DATES REQUIRED  |
| 2.5 | **Full and Final Treatment Report**: includes but is not limited to written conservation reporting on all activities that have been performed on, to, and for the Conservation Care of a Taonga Tūturu. | The 20th of the last calendar month of this Statement of Work. AMEND AS NEEDED |

# 3. Change Management

For the purposes of this section of this Statement of Work: -

**3.1** “Change” means any deviation from a Statement of Work which would result in a variation of Goods or Services, a Deliverable, or any payment for Goods, Services or Deliverables, or any “date” as may be set out in this Statement of Work.

**3.2 “**Change Request Document” means a written notice, in the form of an email, to the key personnel, prepared and delivered by the Supplier to the Buyer which gives a detailed explanation and description of a Change, the cost of the Change, and how it is to be implemented and as otherwise described in this section of the Statement of Work.

**3.3** Change Request: A party wishing to initiate a Change must give written notice of such to the other party.

**3.2.1** If the party giving such notice is the Buyer then the Supplier shall within five (5) Working Days after receipt of such notice, or such longer period as the Buyer may require, prepare and deliver to the Buyer a Change Request Document.

**3.2.2** If the party giving such notice is the Supplier then at the same time as the Supplier gives such notice the Supplier shall prepare and deliver to the Buyer a Change Request Document.

**3.4** The cost of preparation of a Change Request Document will be for the party requesting the Change.

**3.5** *Change Request Document*: The Change Request Document will, to the extent relevant, detail: the title of the Change; the cause of the Change (what has caused the deviation from the current Statement of Work); the consequences of the change (particularly the impact on the Services, Outcomes and the Buyer if the Change is not accepted); the effect on the ability to meet the Services under this Statement of Work and the MSA; the feasibility of the Change; recommendation (which is the best option and why); cost implications for the Buyer (immediate and on-going); such other information which is likely to be material to the Buyer’s decision to agree to proceed with the Change.

**3.6** *Notification*: the Buyer will, within a reasonable time (being no longer than ten (10) Working Days), after receipt of the Change Request Document notify the Supplier as to whether it: accepts or declines the Change and the cost of the Change and any other terms set out in the Change Request Document; or wishes to re-negotiate any aspect of the Change Request Document, for example, price, any date or acceptance or testing procedure and/or criteria.

**3.7** *Truncated Change Management Process*: Where the Change requested is relatively minor (in terms of cost and impact) and is fairly routine; or is agreed by the parties (such agreement not to be unreasonably withheld), a truncated change management process (acceptable to both parties) may be adopted to deal with any particular request for a Change. The Change must however be agreed in writing.

# 4. Pricing principles applying to changes

**4.1** The Supplier will only charge the Buyer for a Change to the extent it is not within the description of the Goods and Services set out in this Statement of Work and the Buyer accepts the Change set out in the Change Request Document; or as a result of the Buyer being in breach of its obligations under this Statement of Work or the MSA.

**4.2** If there is a cost impact and the method for dealing with such cost impact is not already described in this Statement of Work, then the parties will use genuine efforts to agree a reasonable price in light of the nature and extent of the Change. If the parties are unable to agree (acting reasonably and in good faith) the relevant Change shall be deemed not to have been accepted by the parties.

**4.3** The Supplier must ensure the price provided is in New Zealand dollars.

**4.4** The cost, in any event, will be based on the rates set out in this Statement of Work.

# 5. Reporting requirements

The Supplier shall comply with the following reporting requirements:

**5.1** Reports shall be supplied in electronic format and hard copy if requested.

**5.2** Reports shall include all relevant detail as described in [cl 2](#_2._Deliverables) of this Statement of Work for “Status Update” and “Full and Final Treatment Report” Deliverables.

**5.3** The Relationship Managers and relevant Key Personnel as set in **Schedule 1** of the MSA, or this Statement of Work, shall meet (online or in person when possible) when the Supplier provides the Buyer with a Status Report or when otherwise agreed in writing, **and** when requested by either party to discuss progress and the status of the Goods and Services and outstanding Deliverables under this Statement of Work.

# 6. Price

The total price for Services will be calculated as follows:

**6.1** The Buyer recognises that the Supplier has completed work on the Project prior to the commencement of this Statement of Work. Payments already made by the Buyer to the Supplier for this Project during the project initiation process reflect the work required towards completing deliverables 2.1, 2.2 and 2.3 above, and is recorded as follows:

 DO NOT DELETE THIS CLAUSE, IF NOT APPLICABLE STATE “N/A” IN THE TABLE BELOW

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Invoice number | Date | Supplier | Detail | Price (GST exc) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total (GST excluded): |  |

**6.2** The fee of Click or tap here to enter text. (excluding GST) up to a total maximum of Click or tap here to enter text.. (excluding GST) will be invoiced on completion of the Services.

**6.3** Should the total maximum fee be exhausted prior to execution of all deliverables under this Statement of Work, the Supplier can seek agreement from the Buyer to incur “Continuing Costs” in order to execute the deliverables.

**6.4** All “Continuing Costs” should be invoiced by the Supplier to the Buyer on a monthly cost recovery basis.

**6.4.1** An itemized breakdown tracking the “Continuing Costs” must be provided in the Supplier’s monthly status reports to the Buyer’s satisfaction.

**6.5** For any travel, reimbursements or other expenditure please see [Appendix 2](#_Appendix_2:_Travel,) of this Statement of Work which provides guidance on policies that must be adhered to.

**6.6** No personal expenses are payable.

**Please send invoices to:** **finance@mch.govt.nz** **quoting the appropriate contract number AND including the relevant contract manager stated in this Statement of Work**

# Term

THE PARTIES AGREE the following:

1. This Statement of Work will commence on the Start Date and continue until the End Date unless earlier terminated in accordance with the MSA.
2. Either Party may terminate the supply of goods and Services under this Statement of Work for any reason by giving the other Party at least thirty (30) Working Days’ notice in writing.

## Contact persons:

The main Contact Persons for the purposes of this Statement of Work are:

|  |  |
| --- | --- |
| BUYER | Main contact  |
| Name |  |
| Position |  |
| Phone |  |
| Address |  |
| Email |  |

|  |  |
| --- | --- |
| SUPPLIER | Main contact  |
| Name |  |
| Position |  |
| Phone |  |
| Address |  |
| Email |  |

## Signed by the parties:

|  |  |
| --- | --- |
| For and on behalf of Manatū Taonga Ministry for Culture and Heritage [Insert signature below]Name:Position:Date: | For and on behalf of supplier [Insert signature below]Name:Position:Date: |

# Appendix 1: Status Reports

INSERT

# Appendix 2: Travel, Reimbursement and Other Expenditure

Official travel is taxpayer funded. The Ministry has an obligation to ensure that maximum value is obtained from such expenditure and that the public perception of Ministry funded travel reflects this. **Travel costs for domestic flights and accommodation should be prepaid by and organised by the Ministry, through the Ministry’s travel service provider.** The Ministry’s travel administrators are fully versed on the appropriate policies for bookings. Travel arrangements should be made as soon as possible and well in advance. Affordability should be considered alongside flexibility, as applicable.

Prior to any travelling please ensure that:

* The travel is necessary and justifiable in every case;
* Alternatives (such as video conferencing) have been considered;
* Health, safety and accessibility have been considered;
* The maximum value for the taxpayer is obtained; and
* Steps are taken to reduce the carbon footprint of the travel where this is practicable

## Car travel

Reimbursement will be in accordance with the Inland Revenue Department’s “short distance” mileage rates. Above 5,000km per annum the actual running costs must be assessed. The current mileage rate can be found on the Inland Revenue Department’s website by searching mileage rate.

## Catering for external guests and iwi

Reasons for expenditure that are demonstrably reasonable and appropriate include:

* Building relationships and whanaungatanga
* Representation of the organisation
* Reciprocity of hospitality
* Recognition of significant business achievement
* Promotional

## Evidence

**A receipt or other appropriate form of evidence should be provided with any claim for reimbursement.**

No personal expenses are payable.

1. Subject to extension on a case-by-case basis [↑](#footnote-ref-1)