

INFORMATION SHARING AGREEMENT

Date: 01/07/2022

PARTIES

Te Herenga Waka - Victoria University of Wellington (Wellington University)

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

BACKGROUND

- A Wellington University is a university established under section 268(1) of the Education and Training Act 2020.
- B VUWSA is an incorporated society established to promote the interests and participation of its members and represent their views.
- C Wellington University has agreed to provide to VUWSA, and VUWSA has agreed to provide to Wellington University, certain information on the terms and conditions of this agreement.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Agreement, the following definitions apply:

Commencement Date means the date of this Agreement;

Default Event means a failure of one party to perform its express obligations under this Agreement, except to the extent that such failure has been caused or contributed by:

- (a) any act or omission of the other party or its Personnel; or
- (b) any act or omission that has received the other party's prior approval.

Election Information means the information held by Wellington University and specified in Schedule 1 for each Student;

Personal Information has the meaning given in section 7 of the Privacy Act 2020;

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

Prospective VUWSA Member Information means the information held by Wellington University and specified in Schedule 2 for each Student who in relation to the relevant year in which the Prospective VUWSA member information is provided to VUWSA pursuant to clause 4.1:

- (a) has been sent a confirmation of study by Wellington University for their enrolment as a Student at Wellington University;
- (b) is fully registered to be a Student at Wellington University in at least one course; and
- (c) has indicated that they wish to join VUWSA by answering "Yes" to the relevant question in their enrolment application;

Student means any person enrolled in a personal course of study at Wellington University;

Term has the meaning set out in clause 2.1; and

VUWSA member information means the information held by VUWSA and specified in Schedule 3 for each Student who is a member of VUWSA on the relevant date the VUWSA Member Information is provided to the University pursuant to clause 4.2.

Interpretation

- 1.2 In this Agreement, unless the context otherwise requires:
- (a) a reference to a clause or a schedule is a reference to a clause or a schedule to this Agreement;
 - (b) a gender includes each other gender, and the singular includes the plural and vice versa;
 - (c) a reference to a party to this Agreement includes reference to its respective successors in title and permitted assigns (and where the context so permits) its respective employees, contractors, subcontractors, agents and representatives;
 - (d) any reference to a consent requires the prior written consent of the party required to give that consent;
 - (e) headings to clauses in this Agreement are for reference only and are not to have any effect on construction and interpretation;
 - (f) a reference to a statute or regulation includes all amendments to the statute or regulation, any substitute statute or regulation and all regulations, bylaws, orders and notices made under that statute; and
 - (g) a reference to business days is a reference to any day of the year on which banks are open for business in Wellington other than a Saturday or Sunday.

2. TERM

- 2.1 Subject to clause 2.2, this Agreement will be operative for a term starting on the Commencement Date and expiring on 30 June 2027 (*Term*). This Agreement replaces all previous agreements.

3. SHARING OF ELECTION INFORMATION

- 3.1 Upon request by VUWSA, Wellington University will provide VUWSA with the Election Information by sending a copy in Microsoft Excel (or similar) format to the email address noted in clause 11.1.
- 3.2 The Election Information is provided to VUWSA for the sole purpose of enabling VUWSA to run student-wide elections.
- 3.3 VUWSA may provide the Election Information to a person contracted by VUWSA to run student-wide elections on VUWSA's behalf (such as an online election company). VUWSA shall ensure that such person agrees (in a document enforceable by Wellington University) to hold, store, access and use the Election Information in accordance with the Privacy Act 2020 and only for the purpose identified in clause 3.2. In addition, VUWSA will remain fully responsible as primary obligor for any act or omission on the part of any such person.

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4. SHARING OF VUWSA MEMBER INFORMATION

- 4.1 On each of 31 May and 31 August, Wellington University will provide VUWSA with the Prospective VUWSA Member Information by sending a copy in Microsoft Excel (or similar) format to the email address noted in clause 11.1.
- 4.2 On each of 30 April and 1 July during the Term, VUWSA shall provide Wellington University with the VUWSA Member Information by sending a copy in Microsoft Excel (or similar) format to the email address noted in clause 11.1.
- 4.3 The Prospective VUWSA Member Information is provided to VUWSA by Wellington University for the sole purpose of enabling VUWSA to identify and contact prospective VUWSA members.
- 4.4 The VUWSA Member Information is provided to Wellington University by VUWSA for the sole purpose of enabling Wellington University to update its Student enrolment database (known as Banner) concerning whether a particular Student is, or is not, a member of VUWSA.

5. COMPLIANCE WITH PRIVACY ACT 2020

- 5.1 Both parties acknowledge that the Election Information, Prospective VUWSA Member Information, and the VUWSA Member Information comprise Personal Information.
- 5.2 VUWSA shall hold, store, access and use the Election Information and Prospective VUWSA Member Information, and Wellington University shall hold, store, access and use the VUWSA Member Information, in accordance with the Privacy Act 2020.
- 5.3 Without limiting clause 5.2 and except as required by law, including the Official Information Act 1982:
 - a) VUWSA shall hold, store, access and use the Election Information solely for the purpose identified in clause 3.2 and shall not sell, transfer, trade or otherwise provide such Election Information to any third party except as permitted by clause 3.3;
 - b) VUWSA shall hold, store, access and use the Prospective VUWSA Member Information solely for the purpose identified in clause 4.3 and shall not sell, transfer, trade or otherwise provide such Prospective VUWSA Member Information to any third party; and
 - c) Wellington University shall hold, store, access and use the VUWSA Member Information solely for the purpose identified in clause 4.4 and shall not sell, transfer, trade or otherwise provide such VUWSA Member Information to any third party.

6. WARRANTIES

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

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- 6.2 Wellington University represents, warrants and undertakes that the disclosure of the Election Information and Prospective VUWSA Member Information to VUWSA under or in accordance with this Agreement will meet the requirements of the Privacy Act 2020.
- 6.3 VUWSA represents, warrants and undertakes that the disclosure of the VUWSA Member Information under or in accordance with this Agreement to Wellington University will meet the requirements of the Privacy Act 2020.
- 6.4 Neither party represents, warrants or undertakes that the information it provides under or in Accordance with this Agreement is accurate, complete or fit for purpose.
- 6.5 The warranties, representations and undertakings set out in this clause 6 will be deemed to be given continuously throughout the Term by the party giving such warranty, representation or undertaking.

7. GENERAL INDEMNITY

- 7.1 VUWSA will fully indemnify Wellington University (including its Personnel) against all claims, proceedings, actions, liabilities, damages, costs, expenses and losses (including full legal costs) suffered or incurred by either Wellington University or its Personnel as a result of any:
- a) breach of this Agreement by VUWSA; or
 - b) unlawful, negligent, or wilful act or omission by VUWSA or its Personnel in relation to this Agreement; or
 - c) personal injury, death or loss of or damage to tangible property that arises in relation to this Agreement;

except to that such claims, proceedings, actions, liabilities, damages, costs, expenses and losses arise as a direct result of a Default Event of Wellington University

8. DISPUTE RESOLUTION

- 8.1 If any dispute or difference arises between the parties in relation to, or arising out of, this Agreement, both parties will endeavour in good faith to settle the dispute by agreement.

9. EXPIRY

Preservation of Rights and Remedies

- 9.1 Except as is otherwise provided in this Agreement, expiry or termination of this Agreement will not affect:
- a) any rights and remedies available to a party under this Agreement which have accrued up to any including the date of expiry; and
 - b) the provisions of this Agreement which expressly, or by their nature, survive expiry or termination, including clauses: 1 (Definitions and Interpretation), 3.2 (Purpose for Sharing of Election Information), 4.3 (Purpose for Sharing of VUWSA Member Information), 5 (Compliance with Privacy Act 2020), 6 (Warranties), 7 (General Indemnity), 8 (Dispute Resolution), 9 (Expiry), 10 (Relationship of the Parties) and 12 (Miscellaneous).

10. RELATIONSHIP OF THE PARTIES

- 10.1 Nothing expressed or implied in this Agreement will be deemed to constitute either party as the partner or joint venture of the party, or to constitute VUWSA or any of its Personnel as employees of Wellington University.
- 10.2 No party shall have the power to incur any obligation on behalf of or incur any liability on the part of the other party.

11. NOTICES

Giving Notices

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

Wellington University

Name: Te Herenga Waka - Victoria University of Wellington

Address: PO Box 600
Wellington 6140

Email address: leon.bakker@vuw.ac.nz

Attention: Director, Planning and Management Information

VUWSA

Name: Victoria University of Wellington Students' Association Te Ropu Taura o te Kura Wananga o te Upoko o te Ika a Maui Incorporated

Address: PO Box 600
Wellington 6140

Email address: ceo@vuwsa.org.nz

Attention: Chief Executive Office, VUWSA

Deemed Receipt

- 11.2 A communication will be deemed to be received:
- a) in the case of a communication sent by post, on the second business day after posting;
 - b) in the case of an email, on the business day on which it was transmitted or, if transmitted after 5.00 p.m. (in the place of receipt) on the next business day after the date of transmission; and

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- c) in the case of personal delivery, when delivered.

12 MISCELLANEOUS

Assignment

- 12.1 Subject to clause 12.2, neither party may assign, novate, transfer or otherwise dispose of the whole or any part of its rights and obligations under this Agreement without first obtaining the other party's written consent.
- 12.2 Wellington University may assign, novate or otherwise transfer any or all of its rights and obligations under this Agreement to any person, agency or regulatory body tasked by the Crown with fulfilling any of the functions of Wellington University by giving notice in writing to VUWSA.

Severability

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

Waiver

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

Entire Agreement

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

Amendment

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

Costs

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

Governing Law and Jurisdiction

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

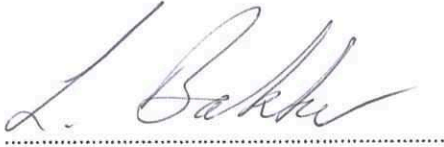


Execution of Separate Documents

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

EXECUTION

Signed for an on behalf of Te Herenga Waka - Victoria University of Wellington by:



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Authorised signatory



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Please print name

Signed for an on behalf of Victoria University of Wellington Student's Association and Te Ropu o te Kura Wananga o te Upoko o te Ika Maui Incorporated by:



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Authorised signatory



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VUWSA CEO

Please print name



SCHEDULE 1

Student ID
Last Name
First Name
Email address
Date of birth

SCHEDULE 2

Academic Year
Student ID
Last Name
First Name
Email

SCHEDULE 3

Academic Year
Student ID
Last Name
First Name