

Amendment to the Google for Education Partnership Agreement

This amendment agreement (“**Amendment**”) amends the Google for Education Partnership Agreement originally entered into by Google Asia Pacific Pte Ltd and subsequently novated to Google New Zealand Ltd (“**Google**”) and The Sovereign in Right of the Government of New Zealand (“**Customer**” or “**MOE**”) dated 11 October 2018 (the “**Agreement**”). Capitalised terms used but not defined in this Amendment have the meaning given to them in the Agreement. This Amendment is effective from the date countersigned by the last party (“**Amendment Effective Date**”).

1. Background.

- A. On 11 October 2018 the parties entered into the Agreement, which outlined that the Customer would purchase 150,000 Chrome Education licences and set out other terms related to the licence purchase.
- B. The parties now wish to extend that arrangement, including by extending the Agreement to cover the Customer purchasing Google Workspace for Education Plus licences and increasing the number of Chrome Education licences, as further described in this Amendment.

2. Amendments. The parties agree to amend the Agreement as follows:

- 2.1. The definition for “Participating Schools” in Section 1.1 of the Agreement is replaced in its entirety with the following:

“**Participating Schools**” means any eligible State or State Integrated School as listed on the www.educationcounts.govt.nz website. This excludes private and other vote education schools.

- 2.2. The following defined terms will be added to Section 1.1 of the Agreement in alphabetical order:

Chrome Education is deleted

“**Chrome Education Upgrade**” mean the Google service made available by Google to and education institution customer under a license and is decided at the following URL: <https://support.google.com/chrome/a/answer/2717664?hl=en>, or other such URL as Google may provide, and any upgrade Google may make to such service from time to time.

“**Google Workspace for Education**” means Google’s suite of collaboration and productivity services made available to an education institution customer under a licence, and as such services are further described in the definition of “Services” in the Workspace for Education ToS.

“**Google Workspace for Education Plus**” means the subscription tier of Google Workspace for Education identified by that name (or such updated name from time to time) as further described at https://edu.google.com/intl/en_nz/products/workspace-for-education/editions/.

“**Google Workspace for Education TOS**” means the service terms governing Google’s provision of Google Workspace for Education and further described at the following URL: https://workspace.google.com/terms/education_terms.html, or other such URL as Google may provide, and any updates Google may make to such services from time to time, as



varied by clause 4A of this Agreement.

2.3. All references in the Agreement to “G Suite” or “GSuite” will be deleted and replaced with “Google Workspace for Education”.

2.4. Section 2.1(a) of the Agreement will be deleted in its entirety and replaced with the following:

“enter into a separate agreement with Google's Authorised Distributor for the purchase of a minimum of 161,000 Chrome Education Upgrade licences and 525,000 Google Workspace for Education Plus one year licences (“**Order Agreement**”). MoE may reallocate the minimum number of licences between Chrome Education Upgrade licences and Google Workspace for Education Plus (in either direction) at a 1 to 9.5 ratio, such reallocation to be arranged between the Authorised Distributor and MoE (for example only, if MoE reduces Chrome Education Upgrade licences by 10,000, then Google Workspace for Education Plus licences will increase by 95,000). MoE will receive one free Google Workspace for Education Plus faculty licence for every four Google Workspace for Education Plus licenses for students that MoE, i.e. if 525,000 for Google Workspace for Education Plus one year licences (for students) are purchased by MoE, MoE would also receive 131,250 Google Workspace for Education Plus one year licences (for faculty).”

2.5. The preamble of Section 2.3 of the Agreement is replaced in its entirety as follows:

“2.3. Despite any other clause in this Agreement, the Chrome Education Terms of Service or the Google Workspace for Education TOS, as applicable, Google acknowledges and agrees that:”

2.6. Section 2.3(e) of the Agreement is replaced in its entirety as follows:

“(e) nothing in the Agreement, the Chrome Education Terms of Service or the Google Workspace for Education TOS restricts MOE from supporting, promoting, distributing or using non-Google technology.”

2.7. A new Section 3.2A will be inserted as follows:

“Google will create the following SKU/part number for MOE and Participating Schools to obtain Google Workspace for Education Plus licences on these terms through its Authorised Distributor:

GAPPS-EDU-PLUS-STU-12MO

Description: GOOGLE WORKSPACE FOR EDUCATION PLUS - 12 MONTH (PER STUDENT)”

2.8. A new Section 3.3A will be inserted as follows:

“Google will provide Google Workspace for Education Plus on the Google Workspace for Education Plus TOS, to MOE and Participating Schools through its Authorised Distributor.”

2.9. A new Section 3.4A will be inserted as follows:

“Google will guarantee the allocation of Google Workspace for Education Plus licences up to the amount paid by MOE to the Authorised Distributor.”

2.10. A new Section 4A is inserted as follows:



4A. Google Workplace for Education Plus TOS.

4A.1 The Google Workplace for Education Plus TOS will be varied as set out in this section 4A. Despite any right of Google to update the Google Workplace for Education Plus TOS, if there is any inconsistency between Google's updated terms and the terms of this section 4A, the terms of this section 4A, will prevail to the extent of any inconsistency.

4A.2 The Google Workplace for Education Plus TOS will be governed by New Zealand law. For any dispute arising out of or relating to the Google Workplace for Education Plus, the parties consent to the non-exclusive jurisdiction of the courts in New Zealand.

2.11. Section 8.1(b) of the Agreement will be replaced in its entirety with the following:

"(b) termination or expiry of the agreement between Google and its Authorised Distributor through which Google products and services are provided in New Zealand. If such termination or expiry occurs, Google will, fulfil any orders to provide Chrome Education licences and Google Workspace for Education Plus licences to MOE and Participating Schools, which may include transferring MOE to a direct payment relationship with Google (if MOE agrees); and"

2.12. Section 8.4 of the Agreement will be replaced in its entirety with the following:

"8.4. When the Agreement expires or terminates, all rights and licences granted by each party will cease immediately, but Section 6 and any other sections that under their terms or by implication ought to survive, will survive. To be clear, all Chrome Education and Google Workspace for Education Plus licences provided by Google to MOE through its Authorised Distributor during the Term, and allocated at the end of the Term according to clause 8.5 below, will survive the expiry or termination of this Agreement in accordance with the Chrome Education Terms of Service or Google Workplace for Education Plus TOS, as the case may be."

2.13. Section 8.5 of the Agreement will be replaced in its entirety with the following:

"8.5. All remaining licences not supplied to the Participating Schools of the minimum 161,000 Chrome Education licences and 525,000 Google Workspace for Education Plus licences at the end of the Term will be allocated to a domain of MOE's choice."

2.14. Section 11.1 will be replaced in its entirety with the following:

"Google will provide (and provide assistance to its Authorised Distributor to provide) MOE with information, including reports, in relation to the provision of Chrome Education licences and Google Workspace for Education Plus licences to MOE and Participating Schools and the deployment and use (including utilisation and adoption) of such Chrome Education licences and Google Workspace for Education Plus licences at Participating Schools, including the number of licences that have been acquired and the remaining Chrome Education and Google Workspace for Education Plus licences that have not been allocated ("**Reporting Information**")."

Miscellaneous. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If the Agreement and this Amendment conflict, this Amendment will govern. This Amendment is subject to the "Governing Law" section in the Agreement.



Signed by the parties' authorised representatives.

Google New Zealand Ltd	Customer: MOE
Signature:	Signature:
Print name:	Print name:
Title:	Title:
Date:	Date:

Released under the Official Information Act 1982

