

Software Agreement

DATE AGREEMENT made this day of

BETWEEN **The Department of Internal Affairs** (called “the Purchaser”)

AND **CGNZ Limited** (called “the Supplier”).

Preamble

- A. The Purchaser called for proposals in the RFP to develop Software that will perform in accordance with the Requirements specified in the schedules attached to this Agreement.
- B. The Supplier is skilled in the development of Software of the type required by the Purchaser, and is willing to develop the Software for the Purchaser and has responded with an offer to develop the Software.
- C. The Purchaser has evaluated all proposals received and selected an offer from the Supplier on the basis that it is represented to satisfy the Requirements.
- D. The parties agree to the supply of the Products and Services on the following terms and conditions:
- E.

1. Definitions and Interpretations

1.1 In this Agreement, unless the context otherwise requires:

“Acceptance” means the date on which the Purchaser determines satisfactory completion of Acceptance Tests as provided in clauses 5.2 and 5.3. “Accepted” has a corresponding meaning;

“Acceptance Test” means the tests, including the performance standards, procedures, time periods and test specifications specified in the project quality plan, Test Strategy and System Test Plan. “Acceptance Testing” has a corresponding meaning;

“Agreement” means this Agreement and includes all Schedules and Appendices attached to it or incorporated in it by reference;

“Audit” means the process by which the Purchaser or its agent undertakes Acceptance Testing of the Documentary Deliverables and Products;

“Certification” means the process by which a certifier appointed for the purpose by the Secretary for Local Government certifies that the Software produces outcomes that are consistent with Algorithm 123 (in the form described in an article in The Computer Journal (UK), Vol 30, No 3, 1987, pp277-281) and any authorised modifications; and “Certifier” and “Certified” have corresponding meanings;

“Detailed Specifications” means the specifications derived from the Requirements. The Detailed Specifications will include detailed requirements and a high level architecture for the Software. On Acceptance by the Purchaser the Detailed Specifications will supersede the Requirements and be deemed to form part of this Agreement;

“Documentation” means user manuals including those in electronic form, handbooks, maintenance libraries, education materials and other publications containing specifications to be supplied in order to assist the use, operation or support of the Software;

“Documentary Deliverables” means those deliverables specified as Documentary Deliverables in Schedule D;

“Effective Date” means the date this Agreement comes into force being the date on which it is signed by both parties;

“Equipment” means computer hardware, telecommunications hardware, accessories, attachments, alterations of and spare parts for that equipment;

“Installation Site” means the locations described under “Deployment Requirements” in Schedule B at which the Products will be installed;

“Payment Schedule” means Schedule E containing the amounts, dates and conditions of payment for Software and Services;

“Products” means any of the Software, methodology and Documentation supplied pursuant to this Agreement;

“Requirements” means the statement of the Purchaser’s business requirements for the Software set out in Schedule A. The Requirements provide the reference point from which the Detailed Specifications will be developed;

“RFP” means the Purchaser’s Request for Proposal document inviting the Supplier to submit a proposal for the supply of Products and Services;

“Services” means any service or task to be performed by the Supplier under this Agreement including, without limitation, the performance of the responsibilities referred to in clause 2;

“Software” means the source code and executable object code for all computer programs, subroutines, diagnostic routines, control software or special software to be delivered by the Supplier under this Agreement;

“Software Architecture Document” means the document that provides a comprehensive architectural overview of the system;

“System Test Plan” means the detailed description of how the Software will be system tested;

“Test Strategy” means the document that defines the test strategy for the project, covering the approach and standards for unit testing, system testing and the interface with the Audit and Certification processes; and

“Warranty Period” means the period between the date at which the Products are released for Certification and the date on which the Products are Certified.

1.2 For the purposes of interpretation and construction of this Agreement:

1.2.1 words importing one gender include the others;

1.2.2 words importing the singular or plural number include the plural and singular number, respectively;

1.2.3 references to clauses and schedules are references to clauses and schedules in this Agreement;

1.2.4 any Schedules, and the provisions and conditions contained in such Schedules, will have the same effect as if set out in the body of the Agreement. In the event of any conflict between the Schedules and the body of this Agreement, the provisions and conditions of the body of this Agreement will prevail; and

1.2.5 headings and marginal notes are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement.

2. Scope

2.1 The Supplier agrees to perform all Services necessary to develop the Products for the Purchaser in accordance with the “scope of services” in Schedule B and the “project plan” in Schedule C.

2.2 The Products and Services which are the subject of this Agreement are as specified in the following Schedules:

- Schedule A — Requirements
- Schedule B — Scope of Services
- Schedule C — Project Plan
- Schedule D — Deliverables & Acceptance Process
- Schedule E — Payment Schedule
- Schedule F — Sample Project Management Forms

Change Request Procedure

2.3 The Supplier shall develop the Software pursuant to the Detailed Specifications.

2.4 No changes in or deviations from the Detailed Specifications will be permitted unless the following procedure is followed:

- 2.4.1 the Purchaser must submit a written request detailing the changes that it desires;
- 2.4.2 within ten (10) days of the receipt of the request, the Supplier will inform the Purchaser, in writing, of any problems posed by the proposed change, including any costs of carrying out analysis and specification of the change if it is considered significant, and of any change in price or schedule that will be caused by the proposed change in specifications;
- 2.4.3 unless the parties agree the change in writing, the change will not be made. If the change is accepted the written request for change and the Supplier's response thereto, will be deemed to constitute an amendment to this Agreement; and
- 2.4.4 the sample change request form included in Schedule F will be used to assist with managing the change request procedure and recording decisions.

3. Charges and Payments

Price

3.1 The amount payable for the supply of the Products and Services will be as detailed in the Payment Schedule. GST will be payable by the Purchaser, at the rate applicable at the time of invoice.

Payment

3.2 The Supplier shall invoice the Purchaser for the Products and Services supplied in accordance with the Payment Schedule. Payment will become due 14 days following receipt of the invoice.

Total Charges

3.3 Subject to any agreed variations or change requests the price as specified in Schedule E is the maximum charge to the Purchaser.

4. Delivery and Installation

4.1 The Supplier will deliver the Products and Documentary Deliverables to the Purchaser in accordance with Schedule D.

4.2 The Supplier will provide full environmental specifications and installation instructions as requested by the Purchaser to enable the Purchaser or any authorised user of the Products to prepare an Installation Site for installation.

5. Acceptance

Acceptance Testing

5.1 Unless otherwise agreed in writing, acceptance of each Documentary Deliverable and Product listed as being subject to Acceptance Testing in Schedule D, shall be conditional upon that Documentary Deliverable or Product having successfully completed all Acceptance Tests for that Product or Documentary Deliverable by the agreed date for completion and the Supplier having performed all actions required by this Agreement as of such date.

Acceptance – Documentary Deliverables

5.2 Following delivery of a Documentary Deliverable to the Purchaser, the Purchaser or its agent shall have five (5) business days to examine the same in order to determine whether or not the Documentary Deliverable conforms with the Acceptance Test criteria defined in the Project Quality Plan or the Detailed Specifications.

Acceptance - Products

5.3 Following delivery of the Products to the Purchaser, the Purchaser or its agent, shall, with the Supplier's assistance, operate the Software for a period not to exceed ten (10) business days to determine whether:

5.3.1 the Software conforms to the Detailed Specifications;

5.3.2 the Software is capable of processing on a repetitive basis an agreed set of test data, to yield correct results without failure; and

5.3.3 the Documentation for the Software meets the requirements of this Agreement.

Acceptance – Certification

5.4 Following the start of field trials of the Software, the Purchaser will submit the Software for Certification. The Certifier will determine whether:

5.4.1 the Software meets the Certifier's criteria;

5.4.2 the Software development methodology as supplied meets the Certifier's requirements;

5.4.3 the Software can be certified for use in local authority and District Health Board elections and polls under the Local Electoral Act 2001.

5.5 The parties acknowledge that the Certification process is unlikely to be more onerous than the resourcing requirement stated in Schedule E.

Successful Completion of Acceptance

5.6 If the Documentary Deliverables and Products successfully meet the Acceptance Tests, based upon reasonable judgement of pass or fail, the Products shall be deemed to be Accepted. In such case, the date of Acceptance shall be the date that the Products satisfactorily complete all of the Acceptance Tests.

Unsuccessful Completion

- 5.7** If any Documentary Deliverables or Products fail to meet the Acceptance Tests, the Purchaser shall notify the Supplier of such failure in writing and the Supplier shall have 10 business days after receipt of this notice to correct, modify, or improve the Products so that they conform to the Project Quality Plan or the Detailed Specifications as applicable. Thereafter, the Purchaser shall have 10 business days in which to re-conduct the Acceptance Tests specified above. This process shall be repeated as may be necessary until the Documentary Deliverables or Products are deemed to be accepted hereunder; provided, however, that if the Documentary Deliverables or Products are not accepted by the agreed date for completion (after due allowance for any delay on the part of the Purchaser) then the Purchaser may take the actions specified in clause 5.12.
- 5.8** To the extent possible, if any Documentary Deliverables or Products fail to meet the Acceptance Tests the dates specified in Schedule C shall not be modified in respect of the delivery and Acceptance Testing of other Documentary Deliverables or Products.

Constructive Acceptance

- 5.9** The Documentary Deliverables or Products will be deemed Accepted in the event that the Supplier submits the Documentary Deliverables and Products in line with the expected delivery dates in Schedule D, and the Purchaser:
- 5.9.1 unreasonably delays commencing Acceptance Testing. A delay of seven (7) business days or greater from the date at which the Supplier advises the Purchaser that the Documentary Deliverables or Products are ready to commence Acceptance Testing constitutes an unreasonable delay;
 - 5.9.2 uses the Software which is subject to Acceptance Testing for productive purposes prior to Acceptance, other than where such use is not part of the Acceptance Testing or field trials; or
 - 5.9.3 fails to provide any materials or resources reasonably required for Acceptance Testing.
- 5.10** Time will not start to run until the expected delivery date is reached unless the Purchaser agrees otherwise.

Notice of Acceptance

- 5.11** If the Documentary Deliverable or Product satisfies the Acceptance Tests the Purchaser will promptly confirm such satisfaction of the Acceptance Tests to the Supplier in writing provided that if such notice is not given within three (3) business days of completion of the Acceptance Tests the Acceptance Tests will be deemed passed and the Documentary Deliverable or Product accepted.

Acceptance Testing Failure

5.12 If the Documentary Deliverables or Products fail to satisfy the Acceptance Tests within the period allowed, then in addition to any other remedy, the Purchaser may elect to:

5.12.1 agree to an extension of time for the completion of the Acceptance Tests;

5.12.2 accept the Documentary Deliverables or Products upon terms acceptable to the Purchaser; or

5.12.3 terminate this Agreement in accordance with clause 14.3.

6. Confidentiality

Except as required by law, and subject to clause 7, both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information which is confidential to the other party. The obligations of clause 6 shall survive termination or cancellation of this Agreement.

7. Publicity

7.1 The Supplier will not advertise or publicly announce any matter relating to the existence of this Agreement, without the Purchaser's prior written consent, which will not be unreasonably withheld.

7.2 The Purchaser may disclose the fact of this Agreement without the Supplier's prior consent.

8. Documentation

The Supplier will provide the Purchaser with Documentation as specified in Schedule D.

9. Access Security

If requested by the Purchaser, the Supplier will comply with the Purchaser's security procedures for access to the Installation Site and the Equipment but shall not be responsible for any delays resulting from delays in obtaining access.

10. Warranties

10.1 The Supplier warrants that:

- 10.1.1 the Supplier represents and warrants that it is highly skilled and experienced in programming for the operating system in the programming language, and that it also possesses the additional expertise needed to develop and provide the particular Products required by this Agreement. The Supplier acknowledges that the Purchaser is relying upon the skill and expertise of the Supplier for the performance of this Agreement;
- 10.1.2 the Supplier represents and warrants that the Products produced and provided hereunder will be of original development by the Supplier and will not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Supplier will indemnify and hold the Purchaser harmless from and against any loss, cost, liability or expense (including reasonable legal fees) arising out of any breach or claimed breach of this warranty;
- 10.1.3 the Supplier represents and warrants that the Software and Documentation delivered hereunder will conform to the Detailed Specifications. The Supplier will, without additional charge to the Purchaser, use its best efforts to make such additions, modifications, or adjustments to the Software as may be necessary to correct any problems or defects discovered in the Software or Documentation and reported to the Supplier by the Purchaser during the Warranty Period, excluding defects or problems arising from misuse by the Purchaser;
- 10.1.4 this warranty shall be null and void in the event that all or any part of the Software is modified by the Purchaser without the approval of the Supplier; and
- 10.1.5 the foregoing warranty is in lieu of, and the Supplier disclaims, all other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

11. Ownership

11.1 All intellectual property rights that may subsist in the Software and associated documentation shall immediately vest in the Purchaser as such rights are created. Without prejudice to the generality of the preceding sentence, the Supplier shall retain no rights of confidential information or copyright in the Software or associated Documentation.

11.2 The parties shall execute all documents and do all acts and things reasonably required for the purpose of giving effect to clause 11.1.

11.3 Any idea, concept, know-how or technique which is developed or provided by either party or jointly by both parties in the development of the Software may (subject to applicable patents and copyrights) be freely used by either party in any way it deems appropriate.

12. Intellectual Property Rights Indemnity

12.1 The Supplier will indemnify the Purchaser against and will at its cost defend or settle any claim, suit, action or proceeding (collectively called "Action") brought against the Purchaser to the extent that the Action is based on a claim that the Purchaser's use of Products supplied by the Supplier constitutes a breach of any patent, copyright, trade secret or other proprietary right provided that:

12.1.1 the Purchaser fully co-operates with the Supplier in defending or settling the Action and makes its employees available to give statements, advice and evidence as the Supplier may reasonably request;

12.1.2 the Supplier is notified promptly in writing of any Action and is given complete authority and information required for the conduct of the defence or settlement of the Action; and

12.1.3 the Supplier shall have the sole control of the conduct of any Action and all negotiations for its settlement or compromise.

12.2 In order to fulfil its obligations under clause 12.1 the Supplier shall forthwith at its own expense either:

12.2.1 obtain for the Purchaser the legal right to continue using the Product or part of the Product which are the subject of the claim; or

12.2.2 modify the Product to render them non-infringing; or

12.2.3 replace the Product (or the infringing parts of the Product) with reasonably equivalent Product or parts thereof.

13. Limitation of Liability

13.1 The warranties in clause 10 replace all other representations or warranties (statutory, express or implied) and all such representations and warranties (save any which may not lawfully be excluded) are expressly excluded, including, without limitation, the implied warranties of merchantability and fitness for any particular purpose. The foregoing exclusions do not apply to rights granted to the Purchaser under the Consumer Guarantees Act 1993 unless the Purchaser is acquiring the Product for the purposes of a business in which case the provisions of the Consumer Guarantees Act 1993 shall not apply.

13.2 Neither party will under any circumstances be liable under the law of tort, contract or otherwise for any loss of profits or savings or for any indirect or consequential

loss or damage, however caused, arising out of or in connection with the performance or non-performance of this Agreement.

13.3 The Supplier's liability to the Purchaser arising out of any claim for damages for any cause whatsoever will under no circumstances exceed in aggregate the total amount of the sums actually paid by the Purchaser to the Supplier for the goods or services which gave rise to the claim.

13.4 No action arising out of this Agreement, regardless of form, may be brought by either party more than two years after it becomes aware of the cause of action.

14. Termination

Immediate Termination

14.1 Either party may terminate this Agreement forthwith if the other party:

- 14.1.1 assigns its rights or obligations under the Agreement otherwise than in accordance with clause 19;
- 14.1.2 enters into a composition with its creditors, is declared bankrupt, goes into liquidation, or a receiver, or a receiver and manager, or statutory receiver is appointed in respect of it.

Termination by Either Party on Notice

14.2 If one party defaults in the performance of any of its obligations under this Agreement and:

- 14.2.1 the default is capable of being remedied, and, within thirty (30) days of notice by the non-defaulting party specifying the default, is not remedied; or
- 14.2.2 the default is not capable of being remedied the non-defaulting party may immediately terminate, or temporarily suspend the operation of this Agreement until the default is remedied, at its sole discretion.

Termination by the Purchaser

14.3 In addition to any other remedy, the Purchaser may terminate this Agreement immediately on giving notice, pursuant to clause 5.12 (Acceptance Testing Failure).

14.4 If the Purchaser gives notice to the Supplier to terminate this Agreement, the Purchaser may, in addition to terminating this Agreement:

- 14.4.1 recover any sums paid to the Supplier on any account or for Services that have not been performed or completed;
- 14.4.2 pursue any additional or alternative remedies provided by law.

Partial Termination

14.5 Where the Purchaser has a right to terminate this Agreement under clause 14.3, the Purchaser may at its discretion either terminate this Agreement, or terminate this Agreement in respect of those parts of the Agreement which can be severed from the remainder and which provide for the performance of those obligations which the Supplier has not performed.

15. Force Majeure

15.1 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement to the extent that such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").

15.2 The party unable to fulfil its obligations due to Force Majeure will immediately:

15.2.1 notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure; and

15.2.2 use all responsible endeavours to avoid or remove the cause and perform its obligations.

16. Waiver

No delay, neglect or forbearance by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party.

17. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of the Agreement will remain in full force and effect.

18. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile or electronically to the other party at the address as shown below:

Department of Internal Affairs
PO Box 805
Wellington

Fax: 04 495 7270
Attention: Ariadna Motus, Manager STV Implementation
Email: ari.motus@dia.govt.nz

CGNZ Limited
PO Box 1943 Auckland

Fax 09 358 1018
Attention: Sarah Prentice, Associate Director Government
Email: sarah.prentice@cgnz.com

19. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which may not be unreasonably withheld.

20. Amendments

Any modification to or variation of this Agreement must be in writing and signed by authorised representatives of the Supplier and the Purchaser.

21 Survival

The provisions of this Agreement which are capable of having effect after termination of this Agreement shall remain in full force and effect following the termination of the Agreement.

22. Entire Agreement

The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior agreements and understandings with respect to the subject

matter of this Agreement.

23. Disputes and Remedies

23.1 Negotiation: The Purchaser and the Supplier agree to use their best efforts to resolve any dispute which may arise under the Agreement through good faith negotiations. Except as provided in clause 23.4, no party shall commence any litigation in relation to this Agreement unless it has provided an opportunity for the chief executive of the other party to meet with its own chief executive for the purpose of endeavouring to resolve the dispute on mutually acceptable terms.

23.2 Mediation: Any dispute arising under this Agreement which cannot be settled by good faith negotiations between the parties will be submitted to mediation before either party commences any litigation. Either party may initiate mediation by giving written notice to the other. If the parties cannot agree a mediator within two days of the notice, then a mediator will be appointed by the President for the time being of LEADR New Zealand Inc. or its successor.

23.3 Continuing Performance: The Purchaser and the Supplier shall continue to perform their obligations under the Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation.

23.4 Injunctive Relief: Nothing in this clause shall preclude either the Purchaser or the Supplier from taking immediate steps to seek urgent injunctive relief before a New Zealand Court.

24. Non-solicitation

24.1 The Supplier and the Purchaser undertake that during the course of this Agreement and for a period of six months following its expiration or the conclusion of the Services, they will not:

24.1.1 solicit or entice a staff member or contractor that performs the Services, from the other; or

24.1.2 directly employ or engage any such person in any way without prior written approval, such approval not to be unreasonably withheld.

EXECUTED as an Agreement on the date first above written.

SIGNED on behalf of **the Supplier** }
by a duly authorised officer in the presence of: }
}

SIGNED on behalf of **the Purchaser** }
by a duly authorised officer in the presence of: }
}

Released under the Official Information Act 1982

Schedule A — Requirements

The Requirements comprise:

- Appendices A to D to the Supplier's RFP for the STV Calculator, Version 1.00 dated 14 February 2003;
- The minutes of the Requirements workshop dated 2 April 2003 (refer Annex A to Schedule A);
- Local Electoral Amendment Regulations 2002 [Part 4] – [Conduct of Elections and Polls using Single Transferable Voting Electoral System]:
 - 106 – Official results of election;
 - 107 – Official results of poll;
 - 108 – Public notice of official result of election;
 - 109 – Public notice of official result of poll.
- Local Electoral Act 2001
 - Schedules – Schedule 1.

Annex A - Minutes from Requirements Workshop, 2 April 2003

Meeting Minutes

Client: Department of Internal Affairs
Project: STV Calculator Development
Meeting: Requirement Capture Workshop
Date: 2 April 2003
Time: 2pm to 4pm
Venue: Department of Internal Affairs, Wellington
Attendees: Malcolm Stayner (Department of Internal Affairs)
Gaynor Bradfield (Department of Internal Affairs)
Gavin Beattie (Department of Internal Affairs)
Will Carmichael (CGNZ Limited)
Ricky Chan (CGNZ Limited)

Apologies: --
Minutes By: Will Carmichael

Schedule 1 of the Local Electoral Act 2001 and the Local Electoral Amendment Regulations 2002

- Schedule 1 of the Local Electoral Act 2001 and regulations 106 and 107 of the Local Electoral Amendment Regulations 2002 identified as having bearing on STV Calculator Development. In particular the different process required for single option/candidate elections.
- Initial analysis concluded that different process would have a negligible impact on the project.
- Low-level requirement identified for display of interim results to 9 decimal places for multi-option issues and as integers for single-option issues.

Actions

- DIA to supply electronic copies of Schedule 1 to the Local Electoral Act 2001 and the Local Electoral Amendment Regulations 2002 for project repository.
- CGNZ to capture requirements and identify hierarchy of additional specifications in Software Requirement Specification (SRS).

User Interface (UI)

- Discussed nature of UI for calculator.
- Confirmed need for UI to support single issue/instance.
- Identified secondary requirement for UI to support multiple concurrent issues/instances. The group view was that the more sophisticated Election Officers (EOs) or their agents (www.election.com etc.) that this feature would be targeted at would prefer to develop their own or use existing batch control/ system management software.

Actions

- CGNZ to capture requirement as separate Use Cases (UCs) in SRS with multiple concurrent issues/instances UC identified as lower priority with view to removing from scope if required.

Installation

- Discussed nature of installation routine.
- Confirmed need for installation routine to support less sophisticated EOs processing single issue/instance on desktop PCs.
- Confirmed need for 'Software Only' installation for more sophisticated EOs but excluded complex installation routine supporting set up for multiple concurrent issues/instances. The group view was that the more sophisticated Electoral Officers (EOs) would prefer to use their own system management tools (Installation and User Guides to include instructions to support this) and that the extra development testing effort was not justified.

Actions

- CGNZ to capture requirement in SRS.

Other Matters Discussed

- Discussed duplicate votes and concluded that duplicate vote checking was not required or desirable for performance reasons.

Actions

- DIA to consider and confirm if different.
- CGNZ to document as assumption.

Schedule B — Scope of Services

The scope of services covered by this Agreement for the development of the Software are defined in terms of the temporal scope, logical scope and organisational scope.

Temporal Scope

Temporal Scope	Detail
Start of Project	17 March 2003
Expected Duration	6½ months
Expected End of Project	30 September 2003

Logical Scope

The following are **within** the scope of the Supplier's responsibilities for this project:

- Definition of the exact requirements for the Software and agreement of the same with the Purchaser.
- Design, development and system test of the Products in accordance with the System Test Plan.
- Transfer of the Products to the Certification process.
- Execution of the project to the standards stipulated by the Purchaser or its agents to the Supplier or its agents.
- Supporting the Audit and Certification through the timely release of the appropriate deliverables and assisting the Certifier and permitting scrutiny by the Purchaser and its agents of the development projects processes, standards and internal deliverables.
- Training as required by the Purchaser up to a maximum of 1 person day.
- Support of field trails up to a maximum of 3 person days.
- Handover to the Purchaser.

The following are **outside** the scope of the Supplier's responsibilities for this project:

- Execution of the project audit, Certification and field trials.
- Roll out of Software to electoral officers using the STV Calculator.

Organisational Scope

As well as the Supplier's project team, the product development will involve the following organisational entities:

- The Supplier's accelerated delivery centres in Wellington and Auckland.
- The Supplier's IT support.
- The Purchaser's project team.
- The project Auditor.
- The project Certifier.

Deployment Requirements

Consistent with the requirements:

- The Supplier will assist the designated Purchaser to install the software on its hardware;
- The field trial version of the software will be made available as a downloadable file from the Purchaser's website;
- The Certified version of the software will be packaged and made available to electoral officers on a CD Rom together with appropriate user documentation.

Software Support and Maintenance

After Certification, the Supplier shall meet the Purchaser's requirements for support and maintenance services for the Software, subject to an agreement to be negotiated in good faith. The Supplier agrees not to charge the Purchaser for such services at rates exceeding the Supplier's standard rate card, a copy of which will be provided to the Purchaser on a frequency no less than 12 monthly.

Schedule C — Project Plan

The high-level project plan against which the project will be monitored is as outlined below.

ID	Task Name	Mar 2003			Apr 2003				May 2003				Jun 2003				Jul 2003				Aug 2003				Sep 2003			
		3/16	3/23	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	6/29	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14
1	Inception	[Blue bar from 3/16 to 4/27]																										
2	Elaboration	[Blue bar from 3/16 to 5/11]																										
3	Construction	[Blue bar with arrowheads from 4/27 to 7/27]																										
4	Iteration 1: Construct Field Trial Calculator	[Blue bar from 4/27 to 6/1]																										
5	Deliver Field Trial Calculator	[Milestone diamond at 30/6/03]																										
6	Iteration 2: Construct Final Calculator	[Blue bar from 6/1 to 7/27]																										
7	Deliver Final Calculator	[Milestone diamond at 1/8/03]																										
8	Transition	[Blue bar from 7/27 to 8/17]																										
9	Audit Final Calculator	[Blue bar from 8/17 to 8/31]																										
10	Calculator Ready for Certification	[Milestone diamond at 15/8/03]																										
11	Certify Calculator	[Blue bar from 8/31 to 9/7]																										
12	Calculator Certified	[Milestone diamond at 30/9/03]																										

Released under the Official Information Act 1982

Schedule D — Deliverables and Acceptance Process

The key project deliverables and delivery dates are documented below. Deliverables that will be subject to Acceptance by the Purchaser are noted. All other deliverables will be the subject of the Supplier's internal sign-off procedures, which in some instances will involve a review by the Purchaser.

Deliverable	Deliverable Type	Description	Expected Delivery Date	Subject to Acceptance Process
Detailed Specifications	Documentary Deliverable	Specification of the Purchaser's requirement for the STV calculator. It covers bit functional and non-functional requirements and includes high level architectural principles	15/4/03	Yes
Software Architecture	Documentary Deliverable	The Software Architecture Document provides a comprehensive architectural overview of the system using a number of different architectural views to depict different aspects of the system	6/5/03	No
Test Strategy	Documentary Deliverable	Defines the strategy for the project, covering the approach and standards for unit and system testing and the interface with the Audit and Certification processes	25/4/03	Yes
System Test Plan	Documentary Deliverable	Builds on the Test Strategy to provide a detailed description of how the STV calculator will be system tested. It will define testing down to the script level and the test requirements.	25/4/03	Yes
Field trial calculator Software	Product	The Software version released for field trials	30/06/03	Yes
Calculator Software ready for Certification	Product	The Software version released for Audit and Certification	1/8/03	Yes
Certified calculator Software	Product	The Software version that had been certified by the Certifier	30/9/03	Yes
Installation guide	Product	Describes how to install and verify the STV calculator. The audience is system administrators	With Software Release	Yes
Verification test pack	Product	Test script and data set to allow the post install testing of the STV calculator	With Software Release	Yes

Deliverable	Deliverable Type	Description	Expected Delivery Date	Subject to Acceptance Process
User guide	Product	Describes how to operate the STV Calculator to end users	With Software Release	Yes
Baseline schedule	Documentary Deliverable	The stable project plan in MS-Project format used to track progress during the remainder of the project. On completion and acceptance this Schedule will replace the Project Plan included in Appendix C to this Agreement	1/5/03	Yes
Project quality plan	Documentary Deliverable	Defines the baseline quality plan for the project including the scope, deliverables, organization, roles and responsibilities and project management and delivery approaches	15/4/03	Yes
Project status reports	Documentary Deliverable	Describe the status of the project each week including progress against baseline quality plan, financials, status of change, issues and risk management processes	Weekly	No
Project repository	Documentary Deliverable	An indexed file containing the documents (published and working) produced by the project. This includes change, issues and risk registers	By arrangement with Project Auditor and Certifier	Yes

Further details on Acceptance processes and criteria will be included in the Documentary Deliverables as required by the Purchaser. Such criteria will conform to generally accepted best practice.

Schedule E — Payment Schedule

Payments under this Schedule fall into three categories:

- Fixed price payments;
- Time & materials payments;
- Disbursements.

Each of these payment categories is described further below. All prices quoted exclude GST.

Fixed Price Payments

This Agreement is subject to a fixed price for the period between project mobilisation and release of Software to the Certifier for Certification. Payments will be subject to the completion of deliverables as outlined below.

Deliverable	Due Date	Percent of Fixed Price	Payment Amount
Detailed Specifications	15 April 2003	20%	\$65,800
Test Strategy	25 April 2003	20%	\$65,800
Field trial calculator Software	30 June 2003	30%	\$98,700
Calculator Software ready for Certification	1 August 2003	20%	\$65,800
Certified calculator Software	30 September 2003	10%	\$32,900
Total Fixed Price		100%	\$329,000

Time and Materials Payments

Two activities will be subject to time and material payments:

- **Certification Assistance:** - The Supplier will charge on a time and materials basis for assistance to be provided by it to the Certifier in relation to Certification up to a maximum of \$36,000 which has been estimated based on the assumption of 30 days at a daily rate of \$1,200. This assistance will be provided between end August and 30 September 2003. Invoices will be submitted on 31 August and 30 September for time incurred.
- **Change Requests:** - Where change requests are approved, costs will be billed on a time and materials basis for time incurred. The hourly rate will be \$150 per hour. Invoices for change request payments will be submitted at the end of each month in which work is completed, with an itemised breakdown of time incurred and disbursements.

Disbursements

Disbursements are those costs related to travel, accommodation and other incidental project expenses. The Supplier undertakes to keep these costs to the minimum level possible without compromising the quality or timeliness of Documentary Deliverables and Products.

Disbursements will:

- In the first instance be charged on an incurred basis up to a maximum level of \$5,000. Itemised statements will be included on invoices to show the breakdown of disbursements. Further supporting information will be provided on request.
- Should disbursements incurred exceed \$5,000, the Purchaser undertakes to make all reasonable endeavours to meet these costs within available budget constraints

Maximum Price

Subject to additional time and materials costs resulting from agreed change requests, the maximum price (as referred to in clause 3.2) is \$370,000 (being \$329,000 for fixed price payments and \$41,000 for Certification assistance and disbursements).

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Schedule F — Sample Project Management Forms

Project management will be undertaken consistent with the Suppliers DELIVER project management methodology. Key processes within this project management area will include:

- Change request management;
- Issues management;
- Risk management;
- Weekly progress report.

Sample forms that will be used to assist with the effective delivery of each of these processes are outlined below. The Supplier's methodology in each of these areas will be described more fully in the project quality plan.

Sample Change Request Form

Programme Change Request Form							
Project:				Change Request ID:			
Change Request Name:				Priority			
				High	Medium	Low	
Identified By:		Assigned To:		Date Submitted:			
Description of Proposed Change:							
Reason for Proposed Change (Benefits):							
Implications of Not Making the Change:							
Preferred Resolution:							
Action Plan:							
Status	Change Impact			Progress			
	High	Medium	Low	Authorised	Deferred	Merged	Rejected

Sample Issues Form

Programme Issue Form							
Issue Id	Raised Date	Identified By	Project	Assigned to	Severity (H,M,L)		
Issue Description:							
Resolution Strategy:							
Action	Responsibility		Due Date		Achieved		
Status	Open				Closed		
	Identified	Logged	Clarified	Actions Defined	Resolved	Merged	Rejected

Sample Risk Form

Programme Risk Form								
Risk Id	Raised Date	Identified By	Project	Owner	Status			
Risk Summary:								
Risk Description:								
Impact 1=Slight 2=Significant 3=Severe		Probability 1=Unlikely 2=Possible 3=Probable			Severity (L/M/H)			
Contingent Actions:								
Action		Responsibility		Due Date		Achieved		
Status	Identified	Logged	Clarified	Actions Defined	Deferred	Merged	Rejected	Change Request

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Sample Weekly Report



STV CALCULATOR DEVELOPMENT PROJECT

I

CGNZ Reporting to Department of Internal Affairs Project Manager

Weekly Report

The contents of this report reflect the status of the project as at Friday, xxxx

Type:	<ul style="list-style-type: none"> Weekly Status Report
Frequency:	<ul style="list-style-type: none"> Weekly
Required:	<ul style="list-style-type: none"> By 5pm each Friday or the previous working day in the case of a public holiday.
Refer:	<ul style="list-style-type: none"> Contract schedule 4
Required Content:	<ol style="list-style-type: none"> Progress in the past week Planned activities for next week Issues and risks An updated copy of the Contract Programme (attached if required in .mpp format) Contract Costs (effort)

STV Calculator Development

Weekly Status Report

Progress in the Past Week

- The following table illustrates progress completed towards milestones for the week period ending xxxx.
- Refer to detailed *Project Schedule* for more information.

Milestone/Task	Key Achievements

Planned Activities for Next Week

- The following table illustrates planned tasks for the week commencing xxxxx.
- Content obtained from the current Project Schedule (dated xxxxx) and/or events/issues of this week.

Milestone/Task	Key Goals	Key Resource(s)

Issues

- The following table summarises the Issues open during the period from project start to xxxxx.
- Extracted from the Issue Log in the Project Repository.

PROJECT NAME: STV CALCULATOR DEVELOPMENT										
Key	(1)	H - High M - Medium L - Low	(2)	CON - Open RES - Resolved REL - Rejected ADR - Admitted	(3)	Brief description of nature/condition/underlie or the outcome of the investigation				
Issue No	Date Raised	Raised By	Issue Priority (1)	Date Assessed	Source of Issue (2)	Actions Assigned To	Estimated Start Date	Action Status (3)	Date Issue Finalised	

Risks

- The following table summarises active risks currently facing the project.
- Extracted from the Risk Log in the Project Repository.

PROJECT NAME: STV CALCULATOR DEVELOPMENT										
Key	(1)	H - High M - Medium L - Low	(2)	LOG - Logged CPD - Clarified ACT - Actions Defined ADR - Admitted RES - Resolved CRG - Change Request Generated	(3)	Brief description of nature/condition/underlie or the outcome of the investigation				
Risk No	Date Raised	Raised By	Risk Severity (1)	Date Assessed	Source of Risk (2)	Actions Assigned To	Estimated Start Date	Action Status (3)	Date Risk Finalised	
001										

