

**ECAN Contract for Services/Goods – Short Form**  
**QA script for LAWA 2020 data file Contract # 584-20/21**

<b>The Parties</b>	
<b>Canterbury Regional Council (ECAN)</b>	
Contract Manager	Rachel Herbert
Email address	rachel.herbert@ecan.govt.nz
Physical address	200 Tuam St, Christchurch Central
<b>Komanawa Solutions Ltd (Supplier)</b>	
Contract Manager	Mike Kittridge
Company Number	9429047669734
Email address	mike.kittridge@komanawa.com
Physical address	4 Ash Street, Christchurch Central City, Christchurch 8011

<b>The Contract</b>			
<b>Agreement</b>			
The Supplier will provide the following goods and/or services (as applicable) to ECAN by the Date and for the Price and otherwise on the terms set out in this Contract.			
Description	Delivery date	Specific Standards (if any)	Price (exc. GST)
Create a basic python script to assist with data QA of the Hilltop file for LAWA. For each site and measurement combination the script will assess the distribution of results and flag potential outliers (as per ECan requirements) which will be written into a csv file. Scripts must come packaged in a github repository with thorough documentation about use and limitations.	21/6/2021	N/A	NZ\$2090
* For the avoidance of doubt, the Price includes all freight and other expenses			
<b>Invoice and Payment</b>	Please quote the following Purchase Order Number(s) <b>P125271</b> when invoicing. The Supplier will invoice ECAN for the goods and/or services when all goods and/or services have been provided. If ECAN receives a valid tax invoice on or before the last day of the month, and delivery of the goods and/or services has been satisfactory, ECAN shall pay that tax invoice by the 20th calendar day of the month following the date of invoice.		
<b>Start date</b>	This contract will start as soon as practical		
<b>End date</b>	This contract will end when all goods and/or services have been delivered or performed to the required standard and the tax invoice has been paid by ECAN]. The Supplier's warranty and indemnity and any other clauses which are impliedly intended to survive expiry or termination of this contract will continue to apply.		
<b>Standards</b>	The Supplier will supply the goods and/or services that meet the description, the specific standards (if any) and the requirements of this contract. In addition: The Supplier will provide the services with due care, skill and diligence.		
<b>Supplier's Warranty and Indemnity</b>	The Supplier warrants that the goods and/or services do not breach any law or standard and the supply of them will not infringe the rights of any person. The Supplier indemnifies ECAN against any costs, claims, losses, and liabilities ECAN suffers or incurs as a result of any breach by the Supplier of its obligations under this contract.		
<b>Ownership of goods</b>	Title to and risk in any goods passes to ECAN on the date those goods have been delivered to ECAN.		
<b>Intellectual property</b>	Pre-existing intellectual property rights remain the property of their current owner. New intellectual property rights in the deliverables resulting from the delivery of the services become the property of ECAN when they are created. The Supplier grants to ECAN a perpetual, non-exclusive, worldwide and royalty-free licence to use all intellectual property rights in the deliverables that are not owned by ECAN. This licence includes the right to use, copy, modify and distribute the deliverables.		

<b>Confidentiality</b>	The Supplier acknowledges that in the course of carrying out its obligations under this Contract, it may receive confidential information (that is, information that is by its nature confidential or is marked as such) about ECAN. The Supplier agrees that it will not, except as required by law, use or disclose any such information.
<b>Health and Safety</b>	The Supplier shall comply with its obligations under the Health and Safety at Work Act 2015 and all reasonable instructions of ECAN in relation to health and safety matters.
<b>Resolving Disputes</b>	The Parties will use their best endeavours to resolve any dispute or difference that may arise under this contract through direct negotiation. If the Parties cannot resolve a dispute by negotiation, either Party may refer the matter to mediation. The Party requesting mediation must notify the other Party in writing. Each Party will meet their own costs of resolving the dispute.
<b>Termination</b>	ECAN may terminate this contract at any time by giving not less than 10 working days' notice to the Supplier.
<b>Law</b>	This contract will be governed and interpreted in accordance with New Zealand law.

### Special Conditions

During the course of the work, you will only have access to WQLawa2019.hts API exposure. This process will not create any new hts files or directly edit hts files.

**Acceptance**

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For an on behalf of **Buyer**:

For an on behalf of the **Supplier**:



(Signature)

(Signature)

Name:

Rachel Herbert

Name:

Zeb Etheridge

Position:

Science Field Team Leader – Water  
Quality & Ecology

Position:

Director

Date:

26/05/2021

Date:

02/06/2021