

## CONTRACT FOR SERVICES

---

### SECTION 1: PARTIES AND SIGNING

#### PARTIES

**The Research Trust of Victoria University of Wellington**, a charitable trust established by Victoria University of Wellington to manage research funds on behalf of the University, at Kelburn Parade, Wellington (**Victoria**)


Günther Raidl, residing at Breiteneckergasse 26, 1230 Vienna, Austria (**Contractor**)

#### BACKGROUND

Victoria requires, and the Contractor has agreed to provide, services on the terms and conditions of this Contract

#### SIGNING

This Contract is deemed to be executed on the later of the two dates appearing below:

Victoria's Authorised Signatory		Contractor's Authorised Signatory	
Signature		Signature	
Name	Dan Thompson	Name	Günther Raidl
Position		Position	Catalyst Leader
Date		Date	24/06/24

## CONTRACT FOR SERVICES

### SECTION 2: SCHEDULE

TERM	
Commencement Date	1 January 2024
Expiry Date	31 December 2026

Services	Provide expertise to help NZ research communities in the expertise areas of the Contractor, as specified in the contract of the Royal Society Catalyst Leaders Fund.
Deliverables	<ul style="list-style-type: none"> <li>Attend and give keynotes at the Workshops organised under the sponsorship of the Royal Society Catalyst Leaders Fund.</li> <li>Meet with NZ researchers and students and share experience and expertise to help NZ research in this research area.</li> <li>Give a tutorial at GECCO (the top conference in the field) together with the PI of the Catalyst Leaders Fund, where many NZ researchers will attend.</li> </ul>
Victoria resources available	Office space and Desktop during the visit of the Contractor.
Key Personnel	Professor Günther Raidl

CHARGES	
Charges are the total maximum amount payable by Victoria to the Contractor for delivery of the Services. Charges include <b>fees</b> , and where agreed, <b>expenses</b> . The Charges for this Contract are set out below.	
Fees	<p>The Contractor's fees will be calculated as follows:</p> <p><b>Fixed Fee</b></p> <p>A fixed fee of NZ\$60,000 (plus GST, if any), paid in annual instalments of NZ\$20,000.</p>
Expenses	No expenses are payable.
Invoices	<p>The Contractor must send Victoria an invoice for the Charges at the following times:</p> <p>Annual invoice (NZ\$20,000) on 1 November on completion of annual research requirements.</p> <p>Please address all invoices to:</p> <p>Research Trust of Victoria University of Wellington PO Box 600 Wellington 6140 Attn: Dr Yi Mei, School of Engineering and Computer Science</p>

	referencing E4528 and purchase order number, and e-mail in pdf format to: <a href="mailto:invoice@vuw.ac.nz">invoice@vuw.ac.nz</a> and <a href="mailto:ecs-admin@vuw.ac.nz">ecs-admin@vuw.ac.nz</a>
--	--

<b>Changes to Section 2 and additional clause/s</b>	'None'
---	--------

Notices – Victoria		Notices – Contractor	
Name	Dan Thompson	Name	Günther Raidl
Department	Research Office	Department	Contractor
Postal Address	PO Box 600 Wellington 6140	Postal Address	Breiteneckergasse 26 1230 Vienna Austria
Physical Address	Victoria University RB905 Kelburn Parade Wellington 6012	Courier Address	As above
Phone	04 463 6848	Phone	+43-664-605882186
Fax	04 463 5199	Fax	
E-mail	<a href="mailto:research-contracts@vuw.ac.nz">research-contracts@vuw.ac.nz</a>	E-mail	<a href="mailto:raidl@ac.tuwien.ac.at">raidl@ac.tuwien.ac.at</a>

# Contract for Services

## Section 3: Terms and Conditions

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Contract the following definitions apply:

*Business Day* means a day other than Saturday or Sunday or public holiday in Wellington or day on which Victoria is closed (as identified in the applicable Wellington University calendar);

*Commencement Date* means the commencement date set out in Section 2;

*Contract* means this contract for services, including Section 1 (Parties and Signing), Section 2 (Contract details and Services description) and Section 3 (Terms and Conditions);

*Charges* means the charges payable by Victoria in accordance with clause 5 as determined in accordance with Section 2;

*Confidential Information* means all and any material and information in respect of this Contract, the Services, the business and operations of Victoria, and of every kind provided to the Contractor at any time by or on behalf of Victoria, whether oral, in writing or in any other form whether or not such information is described as confidential (and includes all notes, analyses, compilations, studies, reports, valuations and other documents which contain, are developed from or otherwise reflect such material or information).

*Deliverables* means those deliverables the Contractor is to provide to Victoria listed in Section 2;

*Good Industry Practice* means the exercise of that degree of skill, diligence and prudence that would reasonably be expected from a provider of services in New Zealand that are substantially similar to the Services;

*GST* means goods and services tax within the meaning of the Goods and Services Tax Act 1985;

*Intellectual Property Rights* means any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including, without limitation, all rights conferred under statute, by common law and in equity in, and in relation to, inventions, patents, designs, trade marks, trade names, logos, getup, circuit layouts, formulae, confidential information and copyright (including, without limitation, future copyright), and any application or right to apply for registration of any of those rights;

*Law* means:

- (a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a party is subject;
- (b) the common law and the law of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;

*Recipient* means the party receiving Confidential Information under this Contract;

*Services* means the services to be provided by the Contractor to Victoria under this Contract as described in Section 2 and any other services provided by the Contractor as agreed by the Parties; and

*Term* means the term set out in Section 2 or as otherwise agreed in writing.

#### 1.2 Interpretation

In this Contract, unless the context otherwise requires:

- (a) a reference to a clause or a section is a reference to a clause or section of this Contract; and
- (b) a reference to a party to this Contract 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.

### 2 APPOINTMENT AND TERM

2.1 Victoria appoints the Contractor, and the Contractor agrees, to provide the Services during the Term in accordance with this Contract.

2.2 This Contract commences on the Commencement Date and will continue for the Term unless terminated earlier in accordance with its terms.

### 3 SERVICES

3.1 The Contractor will provide the Services:

- (a) in accordance with Good Industry Practice and the terms of this Contract;
- (b) in an efficient, professional and cost-effective manner; and
- (c) in accordance with any instructions or directions given by Victoria.

3.2 In performing the Services the Contractor is to:

- (a) use all reasonable endeavours to avoid damaging or adversely affecting Victoria's reputation, systems or infrastructure;

- (b) comply with all Laws and all relevant Victoria statutes, policies and procedures (which are publicly available on Victoria's website <http://www.wgtn.ac.nz/>) including the Staff Conduct Policy and the Health and Safety Policy; and
- (c) not cause Victoria to be in breach of any Law or any Victoria statute, policy or procedure.

3.3 If any services, functions, responsibilities, activities or tasks are not specifically described or included within the definition of Services but now or in the future are required to properly provide or perform the Services because they are necessary or incidental, they will be deemed implied by, and included in, the scope of the Services, as if described in this Contract.

#### 4 REPORTING AND RECORDS

- 4.1 The Contractor will report regularly to Victoria on progress with completion of the Services or as otherwise agreed with Victoria.
- 4.2 During the term, and for seven years after the termination or expiry, of this Contract, the Contractor must keep and maintain detailed and accurate records relating to the Services and the Charges under this Contract. Those records must, as a minimum, describe or specify:
  - (a) the nature and scope of the Services;
  - (b) the basis on which each invoice has been prepared and submitted to Victoria under this Contract; and
  - (c) any other information reasonably required by Victoria from time to time.
- 4.3 The Contractor will give Victoria access to any records and any other information relevant to the Contractor's performance and compliance with the terms of this Contract (including the terms relating to claims for payment) so that Victoria may inspect and copy such records and information, provided that Victoria gives the Contractor reasonable prior notice of its intention to do so.

#### 5 CHARGES AND PAYMENT

- 5.1 In consideration of the Contractor performing the Services and providing the Deliverables under this Contract, Victoria will pay to the Contractor the Charges for the Services (plus GST, if any) in accordance with this clause 5 and Section 2.
- 5.2 The Contractor must provide Victoria with valid tax invoices for all Charges on the dates or at the times specified in Section 2. A valid tax invoice must:
  - (a) clearly show all GST due;
  - (b) be clearly marked 'tax invoice';
  - (c) contain the Contractor's name, address and GST number, if the Contractor is registered for GST;
  - (d) be addressed to Victoria and be marked for the attention of the person stated in Section 2;
  - (e) state the date the invoice was issued;

- (f) name this Contract and provide a description of the Services provided, including the amount of time spent in the delivery of the Services if payment is based upon an hourly fee rate or daily fee rate;
- (g) state the Charges due, calculated correctly; and
- (h) be supported by GST receipts if expenses are claimed and any other verifying documentation reasonably requested by Victoria.

5.3 Provided the Contractor's tax invoice complies with the requirements of clause 5.2, Victoria will pay that tax invoice by the 20<sup>th</sup> calendar day of the month following Victoria's receipt of that invoice. All valid tax invoices will be paid by bank transfer to the bank account nominated in writing by the Contractor and in accordance with Victoria's standard payment procedures.

5.4 If Victoria disputes a tax invoice or any part of a tax invoice Victoria will notify the Contractor within 10 Business Days of the date of receipt of the tax invoice. Victoria will pay the portion of the tax invoice that is not in dispute. Victoria may withhold payment of the disputed portion until the dispute is resolved.

5.5 Except for any GST payable by Victoria, all taxes, levies and duties payable in connection with this Contract under any Law are to be paid by the Contractor and not passed onto Victoria.

5.6 Victoria may deduct from any payments to be made to the Contractor any withholding taxes or other deductions that it is required by Law to make and any amount so deducted will, for the purposes of this Contract, be deemed to have been paid by Victoria to the Contractor at the time deducted.

5.7 Where Victoria deducts any amount under clause 5.6, it will, within 30 days of a request from the Contractor, provide evidence of the deduction and payment to the Commissioner of Inland Revenue (provided such request is made up to three years after the relevant deduction).

5.8 Without prejudice to any other right or remedy that may be available to Victoria, if the Contractor is in material breach of any provision of this Contract, Victoria may suspend payment of all or any part of the Charges until that breach is remedied.

#### 6 WARRANTIES

- 6.1 The Contractor represents warrants and undertakes to Victoria, on a continuous basis throughout the Term, that:
  - (a) carrying out the Services will not cause the Contractor to breach any obligation it may have to any third party or any other legal obligation;
  - (b) it has full power, capacity and authority to execute, deliver, and perform its obligations under this Contract; and
  - (c) it has, and will continue to have, all necessary regulatory and ethical approvals, releases, waivers and consents required to enable the Contractor to lawfully and ethically complete the Services.

## 7 INTELLECTUAL PROPERTY

- 7.1 All pre-existing Intellectual Property Rights of a party or any of its licensors (and any modifications thereto) that are not developed, commissioned or created under or in connection with this Contract, but are used for the purposes of this Contract, will remain owned by that party or the relevant licensor.
- 7.2 Legal and beneficial ownership of any Intellectual Property Rights that are developed, commissioned or created by the Contractor under or in connection with the Services or this Contract will vest exclusively in Victoria.
- 7.3 The Contractor grants to Victoria a royalty-free, irrevocable, non-exclusive, transferable, sub-licensable, worldwide and perpetual licence to use the Contractor's pre-existing Intellectual Property Rights in order to use and receive the full benefit of the Services and Deliverables and any Intellectual property Rights owned by Victoria under clause 7.2.
- 7.4 The Contractor warrants, undertakes and represents to Victoria that neither the supply, receipt or use of the Services nor Victoria's possession or use of any Deliverable or other information or material supplied under this Contract will infringe the Intellectual Property Rights of any third party.

## 8 LIABILITY AND INSURANCE

- 8.1 The Contractor will fully indemnify Victoria, its officers, students, employees, contractors and agents from and against any and all liability, losses, damages, costs and expenses of any nature whatsoever awarded against, incurred or suffered by Victoria arising out of or resulting from any:
  - (a) unlawful, negligent or wilful act or omission by the Contractor; or
  - (b) allegation, claim or proceeding that Victoria's possession or use of any Deliverable or other information or material supplied by the Contractor under this Contract infringes any third party's Intellectual Property Rights.
- 8.2 Subject to clause 8.1, in no event will either party be liable (whether in contract, tort, including negligence, or otherwise) to the other party for:
  - (a) any indirect, consequential or special loss or damage; or
  - (b) any loss of profit, business, revenue, goodwill or anticipated savings,
 arising out of or resulting from this Contract.
- 8.3 Without limiting clause 8.2, in no event with the total aggregate liability of Victoria to the Contractor exceed the Charges paid for the Services.
- 8.4 During the term of this Contract and for three years afterwards, the Contractor will maintain insurance coverage in amounts reflecting Good Industry Practice and against risks that are normal for businesses similar to that of the Contractor including coverage against public

liability, property damage and product liability. The Subcontractor will, upon request, provide to Victoria a certificate from the insurer confirming the terms of such insurance.

## 9 CONFIDENTIALITY

- 9.1 The Recipient will maintain as secret and confidential, at all times, all Confidential Information. The Recipient agrees to:
  - (a) use the Confidential Information solely for the purposes of this Contract; and
  - (b) disclose or provide the Confidential Information only to those of the Recipient's employees, agents, and permitted sub-contractors to whom, and to the extent to which, such disclosure or provision is reasonably necessary for the purposes of this Contract.
- 9.2 The confidentiality provisions of clause 9.1 will not apply to any Confidential Information to the extent that such Confidential Information:
  - (a) is independently acquired or developed by the Recipient without breaching any of the Recipient's obligations under this Contract and without use of any other Confidential Information;
  - (b) is subsequently disclosed to the Recipient, without any obligations of confidence, by a third party who has not derived it, directly or indirectly, from the Disclosing Party;
  - (c) is or becomes generally available to the public through no act or default of the Recipient or any of the Recipient's employees, agents or subcontractors; or
  - (d) is required to be disclosed by applicable law or court order; or
- 9.3 The Recipient will ensure that any person to whom the Recipient discloses Confidential Information in accordance with clause 9.1(b):
  - (a) is made aware of and subject to the Recipient's obligations under clause 9.1; and
  - (b) has entered into written undertakings of confidentiality in favour of the Recipient that are at least as restrictive as those set out in clauses 9.1 and 9.2 and that apply to the Confidential Information.

The Recipient will be responsible to the Disclosing Party for any unauthorised disclosure of Confidential Information by such persons as if the disclosure were a disclosure by the Recipient under this clause 9.
- 9.4 The Recipient will notify the Disclosing Party in writing immediately upon becoming aware of any:
  - (a) potential, threatened or actual misuse of the Confidential Information by any person to whom the Recipient discloses Confidential Information in accordance with clause 9.1(b); or

- (b) breach of the Recipient's obligations under this clause 9.

9.5 The Recipient acknowledges that any breach of this clause 9 by the Recipient may cause the Disclosing Party irreparable harm for which damages would not be an adequate remedy. In addition to any other remedy available to it, the Disclosing Party may seek equitable relief, including injunctive relief or specific performance, against any breach or threatened breach of this clause 9 by the Recipient.

## 10 DISPUTE RESOLUTION

10.1 If any dispute or difference arises between the parties in relation to, or arising out of, this Contract, both parties will endeavour in good faith to settle the dispute by agreement. Unless Victoria notifies the Contractor otherwise, the Contractor will continue providing the Services in accordance with this Contract, notwithstanding the dispute.

10.2 If the dispute or difference is not settled by agreement within 10 Business Days under clause 10.1 then, unless agreed otherwise, it shall be referred to a qualified mediator to be agreed by the parties, or failing agreement within 10 Business Days, to be appointed by the President of the New Zealand Law Society. In the event of a referral to mediation:

- (a) the mediator shall be deemed not to be acting as an expert or as an arbitrator;
- (b) the mediator shall determine the procedure and timetable for the mediation; and
- (c) the cost of the mediation shall be shared equally between the parties (unless the mediator suggests otherwise).

10.3 Neither party may issue legal proceedings (other than for urgent interlocutory relief) in respect of such dispute or difference, unless that party has first taken all reasonable steps to comply with clauses 10.1 and 10.2.

## 11 TERMINATION

11.1 Either party may terminate this Contract at any time by giving the other party notice in writing where:

- (a) the other party commits a material breach of this Contract which is incapable of being remedied;
- (b) the other party commits a material breach of this Contract that is capable of being remedied but which is not remedied within five (5) Business Days of that party receiving written notice of the breach from the non-breaching party;
- (c) the other party becomes, or threatens to become, or is at serious and substantial risk of becoming, subject to any form of insolvency event including, without limitation, any resolution, procedure or proceedings relating to its liquidation, inability to pay its debts as they fall due, insolvency or appointment of a receiver, receiver and manager, administrator, liquidator, provisional liquidator, statutory manager

or similar officer, or if it makes an assignment for the benefit of its creditors.

11.2 Victoria may terminate this Contract at any time by giving the Contractor two week's written notice.

11.3 Upon termination or expiry of this Contract for any reason whatsoever:

- (a) the Contractor will stop performing the Services;
- (b) Victoria will pay the Contractor all Charges outstanding to the Contractor as at the date of termination or expiry; and
- (c) the Contractor will return all Victoria property that Victoria has provided to the Contractor under or in connection with this Contract.
- (d) each party will, upon receipt of a written request from the other party, return or destroy (at the other party's option), all Confidential Information of the other party in its possession or under its control, except that each party may retain one copy to comply with any legal, accounting, taxation or ethical requirements. Upon the return or destruction (as the case may be) of all such Confidential Information, the party to whom the written request is addressed will provide to the other party a certificate stating that the Confidential Information returned or destroyed comprises all the Confidential Information in its possession or under its control.

11.4 Except as is otherwise provided in this Contract, termination or expiry of this Contract will not affect:

- (a) any rights and remedies available to a party under this Contract which have accrued up to and including the date of termination or expiry; and
- (b) the provisions of this Contract which expressly, or by their nature, survive termination or expiry, including clauses 4 (*Reporting and Records*), 7 (*Intellectual Property*), 8 (*Liability and Insurance*), 9 (*Confidentiality*), 11 (*Termination*), and 13 (*Miscellaneous*).

## 12 NOTICES

12.1 Any notice, consent, information, application or request that must or may be given or made to a party under this Contract 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. The initial physical address, email address and relevant person or office holder of the parties are set out in Section 2.

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



### 13 MISCELLANEOUS

- 13.1 Nothing expressed or implied in this Contract will be deemed to constitute either party as the partner or joint venturer of the other party, or the Contractor as an employee of Victoria.
- 13.2 No party will have the power to incur any obligation on behalf of or incur any liability on the part of the other party.
- 13.3 If there is an inconsistency between Sections 2 and 3 of this Contract, the terms of Section 2 prevail.
- 13.4 If any term or provision of this Contract is held to be illegal, invalid or unenforceable, it may be severed without affecting the legality, validity or enforceability of the remaining provisions.
- 13.5 Neither party will be deemed to have waived any right under this Contract 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 Contract 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 Contract will not constitute a waiver of any subsequent breach or continuing right.
- 13.6 Each party agrees to execute, acknowledge and deliver all instruments, make all applications and do all things, as may be necessary or appropriate to carry out the purposes and intent of this Contract.
- 13.7 This Contract 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.
- 13.8 This Contract may only be amended by agreement in writing signed by the authorised representatives of both parties.
- 13.9 This Contract 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.
- 13.10 This Contract is governed by, and will be construed in accordance with, New Zealand Laws. Each party submits to the non-exclusive jurisdiction of the New Zealand courts.
- 13.11 The Contractor must not subcontract, assign, novate or transfer the whole, or any part, of the performance of any of its obligations under this Contract, except with the prior written consent of Victoria.
- 13.12 In the event that Victoria does consent to the use of a subcontractor, the Contractor is and remains fully responsible as primary obligor for all work carried out by any subcontractor, all materials used by a subcontractor and for any act or omission on the part of any subcontractor.




# Contract for Services-Günther Raidl, -24


Final Audit Report


2024-06-25


Created:	2024-06-24 (New Zealand Standard Time)
By:	Tony McLoughlin (TONY.MCLOUGHLIN@VUW.AC.NZ)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAGohX00ny-DCWaEPHPvjxYSaKcNFvFjCc


## "Contract for Services-Günther Raidl, -24" History


 Document created by Tony McLoughlin (TONY.MCLOUGHLIN@VUW.AC.NZ)  
2024-06-24 - 13:04:26 GMT+12

 Document emailed to raidl@ac.tuwien.ac.at for signature  
2024-06-24 - 13:06:29 GMT+12

 Email viewed by raidl@ac.tuwien.ac.at  
2024-06-25 - 04:55:08 GMT+12

 Signer raidl@ac.tuwien.ac.at entered name at signing as Günther Raidl  
2024-06-25 - 04:57:37 GMT+12

 Document e-signed by Günther Raidl (raidl@ac.tuwien.ac.at)  
Signature Date: 2024-06-25 - 04:57:39 GMT+12 - Time Source: server

 Agreement completed.  
2024-06-25 - 04:57:39 GMT+12