

GROWING UP IN NEW ZEALAND

Tamaki Campus | Bldg 730.313
261 Morrin Road, Glen Innes, Auckland 1072
09 373 7599 ext 89295
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FAX

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| To: Robert Hankey | From: Peter Tricker |
| Fax: | Pages: 3 |
| Phone: +61 2 9492 2310 | Date: 14/10/2009 |
| Re: Training | cc: |

Comments:



SPSS TRAINING AND EDUCATION SERVICES TRAINING AGREEMENT

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|--|--|-----------------|--------------------|
| Client Name | Auckland UniServices | Training Dates: | 2-6 November, 2009 |
| SPSS SALES REP INFORMATION | | | |
| SPSS Sales Rep | Robert Hankey | Phone | 02 9492 2310 |
| Email: | rhankey@spss.com | Fax: | 02 9492 2343 |
| SPSS TRAINING & EDUCATION INFORMATION | | | |
| Training Manager: | Wendy Chan | Phone | 02 9492 2307 |
| Email: | wchan@spss.com | Fax: | 02 9492 2343 |
| TRAINING DETAILS | | | |
| OA Project #: | UNOA-1-TA-A | Trainer: | Doug Porton |
| SCOPE: | Training Courses: <ul style="list-style-type: none">• Survey Authoring (for Author) – 1 day• Server Administration (For Interviewer Server) – 1 day• Administration , Web (For Interviewer Web) – 1 day• Survey Creation I (For Author Professional) – 2 days Expectations: <ul style="list-style-type: none">• Training will be delivered in an instructor-led format from 9am till 4.30pm (6 hours of teaching + breaks)• Training will be conducted onsite at the Tamaki Campus in Glen Innes, Auckland SPSS To Provide: <ol style="list-style-type: none">1. Training manuals and CD with data to be used during training2. Classroom setup requirements ("Onsite Training Checklist.doc") Client to Provide: <ol style="list-style-type: none">1. Set up as per "Onsite Training Checklist.doc" Fee: AU\$12500 + expenses* for 5 days of private training for 3 attendees *Expenses include but are not limited to: instructor travel, per diems, accommodation, ground transport, and shipping | | |
| CLIENT BILLING INFORMATION | | | |
| CLIENT NAME | Growing Up in New Zealand Auckland UniServices | | |
| CONTACT | Peter Tricker | PHONE | 164 21 849433 |
| ADDRESS | Tamaki Campus Bldg 730.313 261 Morrin Road, Glen Innes, Auckland 1072 | | |
| EMAIL | p.tricker@auckland.ac.nz | | |
| TRAINING LOCATION | | | |
| CONTACT | | PHONE | |
| VENUE | | | |
| ADDRESS | | | |
| TRAINING ATTENDEES | | | |
| Names of Attendees | 1. | 2. | |
| | 3. | | |

Terms and Conditions

Within the terms of this Training Services Agreement ("Agreement") the client set forth above (hereafter referred to as "the Client") accepts responsibility for all necessary preparations required for successful execution of the training specified in this Training Agreement. Signature on this document acknowledges that the Client has received, reviewed, and understands the requirements and accepts the responsibility for completing the necessary preparations for the training engagement prior to the scheduled event. The Client for the scheduled training engagement will not hold SPSS responsible for delays resulting from improper preparation.

All standard SPSS training sessions are performed using sample data unless otherwise specifically stated. If the parties agree in writing that Client can use its data during the training, the Client shall not use data that contains confidential information of the Client. SPSS shall under no circumstances receive, review or otherwise have access to any data that Client deems confidential.

Due to the interactive nature of SPSS training sessions, attendance is generally limited to no more than 10 attendees.

The Client understands and acknowledges that all training materials provided by SPSS are copyrighted. Copying and/or dissemination of any copyrighted material, whether in its entirety, or portions thereof, is expressly prohibited without specific permission of SPSS.

Final scheduling and assignment of the training consultant(s) cannot be confirmed nor guaranteed until a signed copy of this document is received and acknowledged by SPSS.

The Client acknowledges and accepts that at times SPSS may be required to reassign scheduled consultants. Upon such an event, SPSS will provide an equally qualified consultant.

The Client will be invoiced for the training and any incurred shipping and travel, lodging and meal expenses of the assigned consultant(s) upon completion of the training engagement. SPSS accepts the following forms of payment: Purchase Order, EFT Transfer, Credit Card or Company

Cheque. Payment is due 30 days after the completion of the training.

SPSS AND ITS SUBCONTRACTORS DO NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SPSS OR ITS SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

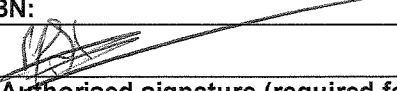
Client agrees that SPSS and its subcontractor's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under the applicable estimate.

SPSS and its subcontractors shall not be liable to Client for any failure or delay caused by events beyond SPSS or its subcontractor's control, including, without limitation, Client's failure to furnish necessary information, sabotage, acts of terrorism, failures or delays in transportation or communication, failures or substitutions of equipment, labour disputes, accidents, shortages of labour, fuel, raw materials, or equipment, or technical failures.

The Client, by signing this Agreement, verifies that they have reviewed and confirmed as correct all the information provided herein. This includes but is not limited to, all specified services, associated charges, and shipping information.

Any cancellation or rescheduling of training services within ten (10) business days of scheduled execution dates will result in a fifty percent (50%) penalty charge to the Client. Any changes must be confirmed and agreed in writing by Client and SPSS.

The undersigned certifies that he/she is an authorised representative of the Client, and has read, understood, and accepts all of the terms of this Agreement.

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| Auckland UniServices ABN: | | SPSS Australasia Pty Ltd ("SPSS") ABN: 46 051 791 372 | |
|  | | | |
| ↑ Authorised signature (required for all bookings) ↑ | | ↑ Authorised signature ↑ | |
| Date: | 14/10/09 | Date: | |
| Name: | PETER TRICKER | Name: | |
| Position: | DATA & SYSTEMS MANAGER | Position: | Manager |
| Dept: | Growing Up in NZ | Dept: | Training & Education Services |