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**Subscription Form for Consultancy and Professional Services and/or Managed Services**

**Parties**

|  |  |
| --- | --- |
| Purchasing Agency | [Insert full legal name of Eligible Agency, e.g. The Sovereign in Right of New Zealand acting by and through [the Chief Executive] of [insert government department]; or, if not a department, e.g., The Commerce Commission] (**the Purchasing Agency**, **we**, **our**, **us**)] |
| Provider | [Insert full company name, company number and registered office (or name if not a company) (the **Provider**, **you**, **your**)] |

**Background**

This is a Subscription Form for our procurement of Consultancy and Professional Services and/or Managed Services, as defined in the Channel Terms for Consultancy and Professional Services and Managed Services (Standard) (the **Channel Terms**).

Those Channel Terms are Part 2 of the Collaborative Marketplace Agreement between the New Zealand Government and you. They prescribe the form of the Subscription Agreement that applies to our procurement of Consultancy and Professional Services and/or Managed Services via the Marketplace.

Notes in blue boxes are for your convenience but are not part of the Subscription Agreement.

**Agreement**

1. Content and formation of Subscription Agreement

Execution of the Subscription Form creates an agreement – a Subscription Agreement – that comprises sets of applicable terms, and SOWs once agreed.

* 1. You and we agree that, as explained in clause 4 of the Channel Terms, the Subscription Agreement:
     1. comprises:
        1. this Subscription Form;
        2. the Core Services Terms set out in Annexure B to the Channel Terms;
        3. any Extra Terms that apply to the category/ies of Services being procured; and
        4. each Statement of Work once executed by both parties (based on a template statement of work in the Schedule to the Core Services Terms or otherwise available on marketplace.govt.nz); and
     2. is formed when you and we sign (physically or electronically) this Subscription Form.

1. Interpretation

Terms defined in the Core Services Terms have the same meaning when used in this Subscription Form.

* 1. In this Subscription Form, unless the context otherwise requires:
     1. a reference to a party is to a party to this Subscription Form; and
     2. capitalised terms have the meanings given to them in the Core Services Terms.

1. Provision of Services

Services to the Purchasing Agency need to be agreed in a Statement of Work.

* 1. As described in more detail in clause 3 of the Core Services Terms, your provision of Services to us needs to be agreed in one or more Statements of Work.

1. Application of Subscription Agreement to various kinds of Services
   1. You and we acknowledge that:

The Subscription Agreement that this form creates (once signed) can be used, during its term, for all in-scope Consultancy and Professional Services and Managed Services.

* + 1. this Subscription Agreement applies to our procurement of any Consultancy and Professional Services and Managed Services for which you have Service Listings in the Marketplace (**In-Scope Services**); and, therefore
    2. if, during the term of the Subscription Agreement (as defined in clause 1 of the Core Services Terms), we select you to provide additional In-Scope Services, you and we may enter into Statements of Work for those additional In-Scope Services without needing to complete a further Subscription Form.

1. Contract Managers
   1. The Contract Managers referred to in clause 4.1(a) of the Core Services Terms are as follows:

These are the parties' Contract Managers

|  |  |  |
| --- | --- | --- |
| Contract Manager for Purchasing Agency | Name: |  |
| Email: |  |
| Phone: |  |
| Contract Manager for Provider | Name: |  |
| Email: |  |
| Phone: |  |

1. Address for Notices
   1. The parties' addresses for notice referred to in clause 21.7(d) of the Core Services Terms are as follows:

These are the parties' addresses for notice

|  |  |  |
| --- | --- | --- |
| Purchasing Agency Address for Notices | Physical address: |  |
| Postal address: |  |
| Email: |  |
| Attention: |  |
| Provider’s Address for Notices | Physical address: |  |
| Postal address: |  |
| Email: |  |
| Attention: |  |

1. Security clearances and probity checks
   1. You must, in accordance with clause 6.1(b) of the Core Services Terms, ensure that all of your Personnel engaged in providing the Services have obtained the security clearances and passed the probity checks specified below (if any):

If security clearances or probity checks are required in this table, you need to obtain them for Personnel providing the Services

|  |  |
| --- | --- |
| [insert name of clearance or check] | [insert details of clearance or check] |
| [insert additional rows as required] | [insert additional rows as required; if no clearances or checks are required, clause 7 and this table can be deleted; note that clearance and check requirements may also be stated in SOWs if the parties prefer] |

1. Changes to Core Services Terms and any applicable Extra Terms

The parties can agree to amend and supplement the Core Services Terms and any applicable Extra Terms.

* 1. You and we may agree to amend and supplement the Core Services Terms and any applicable Extra Terms, in either this Subscription Form or a Statement of Work.
  2. Subject to clause 8.3, if the Collaborative Marketplace Agreement is changed in accordance with clause 21 (Amendments) of Part 1 (General Terms) of that Agreement in a manner that affects or supplements the terms of the Subscription Agreement, that change will apply automatically to the Subscription Agreement from a date that is 15 days after the effective date stated in DIA or MBIE's notice under clause 21, unless:

With some exceptions, amendments to the Collaborative Marketplace Agreement that affect the terms of the Subscription Agreement apply to the Subscription Agreement.

* + 1. the change is contrary to an amendment or supplement to the Core Services Terms or any applicable Extra Terms that we and you have already agreed; or
    2. in the case of existing Statements of Work, the change increases your costs or risks, and you inform us of this reasonably promptly; or
    3. we and you otherwise agree that the change will not apply.
  1. If the Collaborative Marketplace Agreement is amended in accordance with clause 21 of Part 1 (General Terms) of that Agreement and you elect to terminate your membership in the Marketplace in accordance with clause 21.4 of Part 1, amendments to the Collaborative Marketplace Agreement that would otherwise have applied automatically to this Subscription Agreement will not apply (and this Subscription Agreement will remain in place in accordance with its terms).

1. Other terms

The parties can record additional terms here if they wish.

* 1. [If other terms are required and agreed, they can be inserted here. If there are no other terms, this clause 9 can be deleted. Note that other terms can be specified in SOWs instead, which may be the more natural place for them if they are SOW-specific.]

**Execution**

In signing this Subscription Form, each party acknowledges that it has read all applicable terms and agrees to be bound by them.

|  |  |  |  |
| --- | --- | --- | --- |
| For and on behalf of the **Purchasing Agency** named above:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | For and on behalf of the **Provider** named above:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| (signature) | | (signature) | |
| **Name:** |  | **Name:** |
| **Position:** |  | **Position:** |
| **Date:** |  | **Date:** |