



Biosecurity New Zealand

Ministry for Primary Industries

Manatū Ahu Matua

Mycoplasma bovis
Recovery Advice Service
Application form for suppliers

March 2022

Please email your completed application to MPI: funding@mpi.govt.nz

KO TĀTOU THIS IS US

BIOSECURITY 2025

New Zealand Government

About the applicant



Supplier tip

This section gives MPI basic information about your business and identifies your point of contact for the application process.

If any information is not applicable (for example, you do not have a registered office), please write 'not applicable' in the spaces provided.

Business profile

Item	Detail
Trading name	
Full legal name (if different)	
Physical address	
Postal address	
Registered office	
Business website	
Type of entity (legal status)	
Company registration number	
GST registration number	
Sectors serviced	

Point of contact for the application process

Item	Detail
Contact person	
Position	
Phone number	
Mobile number	
Email address	

Response to the service requirements



Supplier tip

In this section, you are asked to provide your response to the service requirements by demonstrating your organisation's ability to meet the approval criteria and have the required capability and capacity.

You may include any additional information that is not specifically requested if you believe it adds value and is relevant to the service requirements.

Pre-approval conditions



Supplier tip

You must be able to answer 'yes' to each of these questions to be a pre-approved supplier.

You must currently be meeting these conditions. If your business intends to be able to meet them at some time in the future, please complete your answer as 'no'.

#	Condition	Meets [Highlight or circle]
1.	Existing clientele An applicant must either have existing clientele and currently be providing primary industry businesses with a form of advisory or consultancy services relating to <i>M.bovis</i> (as related and listed in the service requirements in the Recovery Advice Payment scheme supplier guide) or have had a previous history of doing so.	YES
2.	Provision of existing business services An applicant must provide sufficient information about the business and its services for MPI to be able to assess the suitability of the applicant as an approved supplier for this funding, including the maximum levels of work that it could commit to under this agreement.	YES
3.	Suitably qualified and experienced staff An applicant must declare all staff to be used a part of the contract and provide details of their experience and qualifications.	YES
4.	Price An applicant must declare its maximum charge out rate to deliver services under this scheme and include indicative disbursements.	YES
5.	Contract terms Applicants must agree with all clauses in full under the draft contract or indicate any clauses that they would like to negotiate.	YES

Questions relating to suitability



Supplier tip

In this section, applicants are asked to provide information on their suitability to provide consultancy and advisory services to primary industries. Answers should be relevant, concise and comprehensive.

If there is a particular service you do not offer and you propose to sub-contract, state this under question 6.

1. About you

Please describe your business including its background and overall service offering.

List the total number of primary industry businesses/clientele you currently service and indicate their location.

2. Capability to deliver advisory services

Explain how your business services meet or exceed the service requirements to provide consultancy/ advisory services to primary industry businesses in the regions affected by *M.bovis*. Please attach relevant CVs, details of qualifications, skills and testimonials.

Detail and list the specific services that you can supply to the primary sector as part of the *M.bovis* recovery.

Describe how you would deliver the service requirements in a timely manner. Include information on your:

- role and responsibilities
- relevant relationships
- facilities and networks.

3. Capacity to deliver

Describe your business size, structure and number of staff, and explain how it is sufficient to deliver the service requirements in full and on time.

Indicate any commitments that may restrict your ability to deliver the service requirements.

Provide information about your operational and financial systems to track and manage delivery. Detail how you propose to manage your client commitments.

4. Key personnel	
Provide details of the personnel you intend to use to deliver this contract. Please add additional pages as required.	
Key personnel #1: Proposed project manager for this contract:	
Name	
Qualification/s	
Specialisation	
Relevant experience	
Time commitment	
Constraints	
Key personnel #2	
Name	
Qualification/s	
Specialisation	
Relevant experience	
Time commitment	
Constraints	
Key personnel #3 Please add any other contractors or employees who may undertake this work.	
Name	
Qualification/s	
Specialisation	
Relevant experience	
Time commitment	
Constraints	

5. Proposed sub-contractors	
Provide information on any sub-contracting you intend to do to deliver any part of this contract. Please add additional pages as required.	
Disclosure	

Proposed contract



Supplier tip

This document contains a copy of the proposed contract. This section confirms that you are prepared to do business on the basis of the proposed contract.

If you wish to alter or negotiate any aspect of the proposed contract, it is helpful for MPI to understand why these arrangements are important to you.

MPI is not required to negotiate any aspect of the proposed contract.

Choose one or the other by ticking the appropriate box

Having read and understood the proposed contract, I confirm that these terms and conditions are acceptable. If successful, I agree to sign a contract based on the proposed contract.

☐

OR

Having read and understood the proposed contract, I request the following alterations. If successful, I agree to sign a contract based on the proposed contract subject to negotiating the following clauses.

☐

Clause	Concern	Proposed solution
[insert clause number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]

Pricing



Supplier tip

Please consider and state any different rates that may apply. For example, different rates for specific services, staff due to their levels of experience, inspections, site visits or travel.

Item	Unit price (\$, excl GST)
[State specific service]	

Other information on pricing

Declaration

Applicant's declaration		
Topic	Declaration	Applicant's declaration
Conflict of interest declaration:	The applicant warrants that it has no actual, potential or perceived conflict of interest in submitting this application or entering into a contract to deliver the service requirements. If a conflict of interest arises at any point during the application or term of the contract, the applicant will advise MPI immediately.	[agree / disagree]

Details of conflict of interest: [Provide a brief description of any potential conflict of interest and how you propose to manage this]

DECLARATION

I/we declare that in submitting this application and this declaration that:

- the information provided is true, accurate and complete and not misleading in any material respect
- I/we have secured all appropriate authorisations to submit this application, to make the statements, and to provide the information in the application, and I/we am/are not aware of any impediments to enter into a contract to deliver the required services
- I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the application may result in the application being eliminated from the application process and may be grounds for termination of any contract awarded as a result of the application process.
- I/we have read the Mycoplasma bovis Recovery Advice Service Information for Suppliers provided by MPI

By signing this declaration the signatory below represents, warrants and agrees that he/she has been authorised by the applicant to make this declaration on its/their behalf.

Signature:

Full name:

Title/position:

Business
name:

Date:



Growing and Protecting New Zealand

AGREEMENT FOR SERVICES

BETWEEN

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister for Primary Industries and the Minister's authorised delegates at the Ministry for Primary Industries ("**MPI**").

AND

[FULL LEGAL NAME OF CONTRACTOR], having NZBN [insert number] (the "**Contractor**").

AGREEMENT

The Contractor will provide the Services on the terms and conditions set out in the following Schedules:

Schedule 1: Specific Terms

Schedule 2: General Terms

SIGNATURE

SIGNED for and on behalf of **MPI** by the person named below, being a person duly authorised to enter obligations on behalf of MPI:

SIGNED for and on behalf of the **Contractor** by the person named below, being a person duly authorised to enter obligations on behalf of the Contractor:

Signature

Name:

Title:

Date:

Signature

Name:

Title:

Date:

SCHEDULE 1: SPECIFIC TERMS

1. BACKGROUND

M. bovis Recovery Advice Service (RAS)

MPI has established a recovery advice service to support farmers to recover from the effects of *Mycoplasma bovis* (*M. bovis*) by providing long-term land use planning and technical advice. Payments of up to \$5000 (excl GST) are available per property for cattle farmers, share milkers and contract milkers in the following three categories.

1. The property is currently a Restricted Place (RP) under section 130 of the Biosecurity Act 1993, due to *M. bovis*.
2. The property has previously been an RP under section 130 of the Biosecurity Act 1993, due to *M. bovis*.
3. A share milker or contract milker whose cattle have been impacted by being on a property that is, or was, an RP due to *M. bovis*.

2. TERM

Commencement Date:

End Date:

3. CONTACT DETAILS

The initial contact persons for each Party are below.

Contract Manager	
MPI	[Name] [Title] [Address] Phone: Email:
Contractor	[Name] [Title] [Address] Phone: Email:

4. SERVICES

4.1. Services to MPI

Each time a Client requests that the Contractor perform Services, the Contractor will:

- provide each Client with a detailed quote or estimate for the Services; and
- provide a copy of the quote or estimate to MPI.

If both MPI and the Client approve, the Contractor may commence performing Services for that Client.

5. PRICE

The Contractor may invoice MPI on or by the 5th Business Day following the month in which Services were provided to Clients, provided that:

- the total of all Invoices from the Contractor in respect of each Client are for no more than \$5000 (plus GST, if any);
- together with the Invoices the Contractor provides MPI with:
 - the Purchase Order number;
 - a summary of the Services provided to that Client and the period during which those Services were provided;
 - written evidence that the Client has received and is satisfied with the Contractor's Services;
 - the relevant charges (and, in respect of any charges calculated on the basis of time spent, the hours worked and applicable hourly rates).

The maximum total payable under this Agreement for the RAS is \$5000 (plus GST, if any) for each Client approved under 4.1.

6. Reporting

The Contractor will report to MPI as follows, and as otherwise reasonably required by MPI, in any format reasonably required by MPI and at no cost to MPI:

Type of Report	Report To	Due Date
Schedule of up-coming work Provide a summary sheet of work to be undertaken and completed in the next calendar month, including number of properties, locations, estimated individual costs and total monthly invoice costs of all jobs.	MPI Contract Manager	The last Business Day of each month
Summary of individual work completed A summary sheet of work completed for each work request is to be completed, detailing any recommendations and/or findings (template to be provided by MPI)	MPI Contract Manager	Submit with invoices
Work requests for approval A copy of the work request form completed by the farmer (template to be provided by MPI) is to be provided to MPI	MPI Contract Manager	Submit for approval once quote or estimate has been completed for work requester

MPI may request documentary evidence from the Contractor in relation to any item reported against.

SCHEDULE 2: GENERAL TERMS

1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

Agreement means this agreement including all schedules, annexes, appendices and attachments.

Application Form means the document of the same name completed and submitted by the Contractor, prior to execution of this Agreement, to become an MPI-approved supplier of advisory services.

Business Day means any day not being a Saturday or Sunday, a public holiday observed in Wellington, or the period from 26 to 31 December each year.

Client means a farmer, grower or other primary producer who was affected by *Mycoplasma bovis*.

Commencement Date means the commencement date for this Agreement as specified in Schedule 1.

Contractor's Contract Manager means the person identified in Schedule 1 under the heading Contact Details.

Confidential Information includes the terms of this Agreement and any information exchanged during the negotiation of this Agreement, and, in relation to each Party, means information provided by, obtained from, or relating to that Party, that becomes known to the other Party under or in connection with this Agreement, which:

- a) is by its nature confidential or is provided in confidence;
- b) is marked as 'confidential', 'in confidence', 'restricted', 'commercial in confidence' or with a similar designation;
- c) the other Party knows or ought to know is confidential; or
- d) is commercially sensitive to that Party.

Conflict of Interest in relation to the Contractor means any conflict of the Contractor's interests or obligations with its responsibilities under this Agreement and in providing the Services such that the Contractor's independence, objectivity or impartiality can be called into question. A conflict of interest may be:

- a) actual: where the conflict currently exists;
- b) potential: where the conflict is about to happen, or could happen, or
- c) perceived: where other people may reasonably think that a person is compromised.

Control means the power to directly or indirectly manage the operation of the Contractor's business or control the composition of the Contractor's board of directors or board of management.

End Date means (subject to clause 4.1) the earlier of the end date set out in Schedule 1, or if applicable the date of effective termination of this Agreement.

GST means goods and services tax payable at the applicable rate pursuant to the Goods and Services Tax Act 1985.

Invoice means a tax invoice as defined in the Goods and Services Tax Act 1985.

MPI's Contract Manager means the person identified in Schedule 1 under the heading Contact Details.

Personnel of any person, means all individuals directly or indirectly engaged by that person. Examples include: directors, employees, contract staff, agents, consultants, specialists, support staff and co-opted or seconded staff.

Price means the price payable by MPI, including expenses (if any), as specified in Schedule 1.

Services includes both services provided to MPI and professional services provided to Clients (of the type described in the Contractor's Application Form, and as may be set out more particularly in Schedule 1).

Term has the meaning given in clause 4.1.

2. INTERPRETATION

In this Agreement, unless the context requires otherwise:

- a) to the extent that there is any conflict or ambiguity between the two Schedules, Schedule 2 will take priority unless Schedule 1 expressly states otherwise. If any other part of this Agreement is contrary to or inconsistent with any other part of this Agreement, then Schedule 2 will prevail;

- b) a reference to any statute, regulation, or expression of government policy includes any amendments, re-enactments or replacements of that statute, regulation, or expression of government policy from time to time.

3. ENTERING THIS AGREEMENT

- 3.1. Each Party represents and warrants that it is authorised to enter into and perform its obligations under this Agreement.
- 3.2. The Contractor represents and warrants that:
 - a) all information that was provided by the Contractor to MPI prior to MPI's execution of this Agreement, including in the Application Form, is accurate, complete, and true; and
 - b) during the Term, the Contractor will maintain the capability, capacity, and key personnel described in the Application Form.

The Contractor acknowledges that MPI is entering into this Agreement in reliance on these representations and warranties, and that a breach of the same will be a material breach of this Agreement.

4. TERM

- 4.1. This Agreement commences on the Commencement Date, and, unless terminated in accordance with this Agreement, will remain in force until the close of the End Date, at which time it shall automatically expire. MPI will not be liable to pay the Price for any Services provided before the Commencement Date, but may choose to at its discretion.

5. PROVISION OF THE SERVICES

- 5.1. The Contractor will supply the Services on the terms and conditions of this Agreement.
- 5.2. The Contractor will ensure that:
 - a) the Services are provided promptly with due diligence, care and skill; by appropriately trained, qualified, experienced and supervised persons; and to MPI's satisfaction and meeting the requirements set out in this Agreement and as reasonably specified by MPI in writing from time to time;
 - b) all information it provides as part of the Services is factually correct and contains no material omissions.
- 5.3. The Contractor must:
 - a) provide MPI with all information relating to the Services as requested by MPI from time to time, and provide the information immediately if the information is required by MPI to comply with its statutory, parliamentary or other reporting obligations;
 - b) consult with and keep MPI informed about all aspects of the Services as appropriate or as reasonably required by MPI;
 - c) notify MPI promptly of any actual or anticipated issues that could receive media attention;
 - d) provide all equipment and resources necessary to provide the Services;
 - e) comply with the Standards of Integrity and Conduct issued by the State Services Commission (see www.ssc.govt.nz);
 - f) advise MPI of any change to the criminal record of the Contractor or its Personnel during the term of this Agreement.

6. PRICE AND PAYMENT

- 6.1. The Price specifies the total amount payable by MPI for the provision of the Services. All costs, disbursements and other expenses incurred by the Contractor are deemed included in the Price.
- 6.2. Subject to clause 6.3, MPI will pay by the 20th day of the month the Contractor's Invoices received on or before the 5th Business Day of that month. Payment by MPI is not evidence that the Services to which the invoice relates have been provided in accordance with this Agreement.
- 6.3. If MPI has a bona fide dispute in relation to all or any portion of any Invoice, whether in relation to the performance of the Services, the accuracy of the Invoice or otherwise, MPI may withhold payment of the amount subject to the dispute, provided that:
 - a) MPI will pay the undisputed amount when it becomes due and payable (and the Contractor will, if requested by MPI, issue a separate Invoice in respect of the undisputed amount); and

- b) the Contractor will continue to perform its obligations under this Agreement while the dispute is resolved.
- 6.4. The Contractor will provide MPI with all information MPI may require to check the time spent, the rate charged and the overall computation of the time based charges. MPI will not be required to make payment of any time based charges for which the Contractor is unable to provide appropriate timesheets, third party invoices and any other reasonable supporting documentation.

7. SUBCONTRACTORS

- 7.1. The Contractor may not subcontract any of its obligations under this Agreement unless such subcontracting was disclosed in its Application Form, or if MPI gives its prior written approval.
- 7.2. The Contractor must ensure that each subcontract it enters into is on terms that are consistent with this Agreement to the extent relevant and material for the performance of the subcontractor's obligations, and each subcontract restricts the ability of the subcontractor to further subcontract its obligations.
- 7.3. The Contractor will not be relieved of any of its liabilities or obligations under this Agreement by entering into any subcontract.

8. CONFLICTS OF INTEREST

- 8.1. The Contractor warrants that as at the Commencement Date it has no Conflict of Interest other than as disclosed in its Application Form, and must do its best to avoid situations that may lead to any Conflict of Interest arising during the Term. The Contractor must immediately notify MPI in writing of any matter, event or circumstance that gives rise to any Conflict of Interest.

9. COMPLIANCE WITH LAWS

- 9.1. The Contractor will ensure that in performing its obligations under this Agreement it will comply with all relevant laws, regulations, and codes and standards of practice in New Zealand and any other relevant jurisdiction. The Contractor is responsible for ensuring that every necessary and prudent authorisation (including consents, permits and licences) is obtained to allow the Contractor to perform its obligations under this Agreement.

10. CONFIDENTIALITY

- 10.1. Each Party will keep confidential and secure and not use or disclose to any third party any of the other Party's Confidential Information except:
- a) to its professional advisers or Personnel directly concerned with the implementation or operation of this Agreement and to the extent necessary for performing its obligations under this Agreement;
 - b) as required by law, court order, other legal obligation, or Ministerial request, or parliamentary rules or convention;
 - c) under the Official Information Act 1982;
 - d) to the extent necessary to subcontract to parties as approved by MPI in accordance with this Agreement;
 - e) where the information subsequently becomes part of the public domain through no fault of the Party receiving the information;
 - f) in accordance with any procurement rules or guidance endorsed by Cabinet.
- 10.2. The Contractor will comply with the Privacy Act 2020 when performing Services, and will not disclose any personal information acquired under to this Agreement to any person other than MPI, or the individual to whom the information relates, except with MPI's consent or in accordance with the Privacy Act 2020.
- 10.3. Each Party acknowledges that a breach of any obligation of confidence under this Agreement may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to any claim for damages and any other remedies available at law or equity, the non-breaching Party may seek specific performance or injunctive relief against any breach or threatened breach by the other Party, its Personnel, agents or contractors of this clause 10. Each Party undertakes to provide the other Party with any assistance possible in any such action against any of that first Party's Personnel, agents or contractors.

11. MEDIA RELATIONS

- 11.1. The Contractor must obtain MPI's prior written approval before making any public reference to MPI or this Agreement, including in the Contractor's publications, public statements, promotional material or promotional activities.
- 11.2. Neither Party may post on websites, social networking sites or publicly display objectionable or derogatory comments about the Services, this Agreement, each other, or any of their Personnel.

- 11.3. The Contractor will refer any enquiries from the media or any other person about the terms or performance of this Agreement to the MPI Contract Manager. If the MPI Contract Manager cannot be contacted, the Contractor will instead contact the person holding the office of MPI National Procurement and Contracts Manager.

12. LIABILITY

- 12.1. The Contractor will be liable to MPI for the acts, defaults and omissions of its Personnel, agents and subcontractors, as fully as if they were the acts, defaults or omissions of the Contractor.
- 12.2. Under no circumstances will MPI be liable under or in connection with this Agreement for any indirect damages, nor for any loss of business, opportunity, income, savings, or profit. Subject to the foregoing, MPI's liability to the Contractor arising under or in connection with this Agreement will be limited to the amount actually paid to the Contractor under this Agreement at the time the liability arose.
- 12.3. The Contractor indemnifies MPI against all cost, loss, damage, and expense in relation to the Services provided to Clients, including against any claim by a Client against MPI in relation to the Services.
- 12.4. The limitations and exclusions of liability in this clause 12 apply irrespective of how liability arises, whether in contract, equity, tort (including negligence), statutory duty or otherwise.

13. INSURANCE

- 13.1. The Contractor must effect and maintain insurance with a reputable insurer sufficient to cover its obligations under this Agreement for the Term and for three years after, including but not limited to its liabilities and indemnities under this Agreement.

14. TERMINATION

- 14.1. Where MPI has a right to terminate this Agreement, that right shall be deemed to include the right to temporarily suspend in whole or in part the operation of this Agreement, without prejudice to that Party's right to later terminate this Agreement in its entirety.
- 14.2. MPI may terminate this Agreement at its convenience and without cause by giving 10 Business Days' written notice to the Contractor.
- 14.3. Either Party may terminate this Agreement, immediately on written notice to the other Party, where the other Party commits a breach of this Agreement that:
- a) is not capable of being remedied (in the reasonable opinion of the terminating Party) and has a material adverse effect on the terminating Party; or
 - b) is capable of being remedied, but has not been remedied to the terminating Party's reasonable satisfaction within 10 Business Days (or such longer period as the terminating Party may allow in writing) of the non-defaulting Party giving the defaulting Party written notice:
 - (i) stating the nature of the breach, what is required to remedy it and the time and date by which it must be remedied; and
 - (ii) which must be given within three months after the non-defaulting Party became aware of the breach.
- 14.4. MPI may terminate this Agreement immediately on written notice to the Contractor, if the Contractor:
- a) becomes insolvent or bankrupt; has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed; becomes subject to any form of external administration; or becomes unable to pay its debts as they become due or is presumed to be unable to pay its debts under section 287 of the Companies Act 1993;
 - b) ceases to carry on business of the type or within the scope of which the Services fall, or if MPI is not satisfied that the Contractor's business or any aspect of it remains compatible with performance of the Services;
 - c) fails or is unable to rectify any deficiency in the Services uncovered by MPI as a result of an audit conducted under clause 16;
 - d) does something, or fails to do something, that, in MPI's opinion, results in damage to MPI's reputation or business, or the reputation or business of the New Zealand government;
 - e) has any Conflict of Interest that:
 - (i) in MPI's opinion is so material as to impact adversely on the delivery of the Services, MPI or the New Zealand government;
 - (ii) the Contractor failed to notify MPI of; or
 - (iii) in MPI's opinion, the Contractor is unable or unwilling to resolve or deal with as required by MPI acting reasonably;

- f) assigns this Agreement other than in accordance with clause 18.4, or is subject to a change of Control; or
- g) provides information to MPI that is misleading or inaccurate in any material respect.

15. EFFECT OF EXPIRY OR TERMINATION

15.1. On giving or receiving a notice of termination, the Contractor must stop providing the Services; and immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Agreement.

15.2. On the End Date:

- a) all payments outstanding or incurred prior to the End Date will become immediately due and payable on a daily pro-rata basis calculated up to the End Date;
- b) MPI will only be liable to pay the Price that was due for Services provided before the End Date, and the Contractor will promptly provide MPI with a refund in respect of anything paid in respect of the period after the End Date;
- c) each Party will on request of the other Party return to the other Party all of the other Party's property (including any Intellectual Property) and information (including Confidential Information) obtained under this Agreement, except:
 - i) for Intellectual Property whose license under this Agreement extends beyond the End Date; or
 - ii) for copies of information held for record keeping purposes only; or
 - iii) as otherwise permitted by this Agreement, and
- d) each Party will deal with the property or information referred to in subclause (c) above in a manner reasonably requested by the other Party including (if requested by the other Party) providing a certificate from that Party's Contract Manager to the effect that the obligation in paragraph (c) has been complied with.

15.3. Expiry or termination of this Agreement will not:

- a) prejudice any other rights and remedies of the Parties under this Agreement or otherwise provided by law; or
- b) affect any part of this Agreement which expressly, or by its nature, survives termination or expiry, including clauses 10, 11, 12, 13, 15, 16, 17, and 18.

16. RECORDKEEPING AND AUDIT

16.1. The Contractor must keep and maintain full, accurate, and up to date records, including financial records, in relation to the provision of Services and all monies paid and payable by MPI under or in relation to this Agreement.

16.2. At any time during the term of this Agreement, or after the End Date where the Parties are in dispute, any Personnel or authorised agent of MPI may conduct an audit for the purpose of:

- a) determining the Contractor's compliance with this Agreement and whether Services invoiced for by the Contractor have been supplied according to this Agreement; or
- b) assisting in resolving a matter in dispute between the Parties.

16.3. During an audit conducted under this clause 16, MPI may:

- a) enter any premises of the Contractor or its subcontractors used in connection with provision of the Services at any reasonable time during Business Hours;
- b) inspect any records held under clause 16.1 in relation to the provision of Services or any matter in dispute between the Parties;
- c) meet with and/or contact and speak to any or all Personnel involved with provision of the Services.

17. NOTICES

17.1. Any notice or other communication under this Agreement will be deemed to be validly given if in writing and delivered by hand, registered mail, national post or email (subject to the remainder of this clause 17) to the receiving Party's Contract Manager as specified in Schedule 1.

17.2. Unless the contrary is shown, any notice will be deemed to have been given on the date when actually delivered personally or by registered mail, on the second Business Day following posting to a national address, and on the date that receipt of an emailed notice is acknowledged by the recipient personally (that is, not by any automatically generated system email).

17.3. The Parties agree that no notice required or permitted to be given pursuant to clause 14 (Termination) may be given by email.

18. MISCELLANEOUS

18.1. Except to the extent expressly provided for in this Agreement, this Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, and understandings, whether written or oral.

18.2. Only a Party to this Agreement may enforce, and have any benefit of, this Agreement.

18.3. Nothing in this Agreement creates an employment, fiduciary, partnership, agency or joint venture relationship between MPI and the Contractor. Neither Party has authority to bind or represent the other Party in any way or for any purpose. This Agreement is not an exclusive arrangement between the Parties and MPI may enter into contracts with third parties in respect of the same or similar Services.

18.4. The Contractor may not assign any of its rights under this Agreement without MPI's prior written approval.

18.5. The Contractor will notify MPI as soon as reasonably practicable of any expected change of Control of the Contractor, and notify promptly of any actual change of Control of the Contractor.