



10 MAY 2016

Peter McCall
fyi-request-3762-c0953ba9@requests.fyi.org.nz

Dear Peter

Thank you for your email of 15 March 2016 to the Ministry of Education requesting the following information:

A copy of the final signed contract for the following study that was tendered by the Ministry of Education through GETS:

*'Review of the Computers in Homes programme'
RFx ID: 8598271*

I do not necessarily need to see dollar values.

Your request has been considered under the Official Information Act 1982 (the Act).

I am releasing to you a copy of the signed contract *Review of the Computers in Homes programme*. I am withholding a small section of the contract under section 9(2)(b)(i) of the Act, to protect information that would disclose a trade secret if released.

Thank you again for your email. You have the right to ask an Ombudsman to review this decision. You can do this by writing to info@ombudsman.parliament.nz or Office of the Ombudsman, PO Box 10152, Wellington 6143.

I hope this response has been of use to you.

Yours sincerely



Karl Le Quesne
Associate Deputy Secretary
Early Learning and Student Achievement

Contract for services

Review of the Computers in Homes programme

The parties

Ministry of Education

(Buyer)

PO Box 1666
Wellington 6140
DX Number: SR51201

and

Martin, Jenkins and Associates Ltd

(Supplier)

PO Box 5256
Lambton Quay
Wellington 6145

The contract

Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

The documents forming this Contract are:

- | | |
|---|------------|
| 1. This page | Page 1 |
| 2. Contract Details and Description of Services | Schedule 1 |
| 3. Standard Terms and Conditions | Schedule 2 |
| GMC Form 1 SERVICES Schedule 2 (2nd Edition) available at: www.procurement.govt.nz | |
| 4. Any other attachments described at Schedule 1. | |

How to read this Contract

- Together the above documents form the whole Contract.
- Any Supplier terms and conditions do not apply.
- Clause numbers refer to clauses in Schedule 2.
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

Acceptance

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

For and on behalf of the Buyer:

For and on behalf of the Supplier:

(signature)

(signature)

| | |
|-----------|---------------------------------------|
| name: | Rose Cole |
| position: | Director DELTA, Ministry of Education |
| date: | |

| | |
|-----------|-------------------|
| name: | Kevin Jenkins |
| position: | Managing Director |
| date: | 19 March 2015 |

Schedule 1

Contract details and description of services

| | | | |
|---|---------------------------------|------------------------------------|--|
| Start date | 15 March 2015 | Reference Schedule 2 clause 1 | |
| End date | 30 June 2015 | Reference Schedule 2 clause 1 | |
| Contract managers Reference Schedule 2 clause 4 | Buyer's contract manager | Supplier's contract manager | |
| | Name: | Hazel Barnes | Paul Clarke |
| | Title / position: | Contractor | Consultant |
| | Address: | 44 Pipitea Street, Wellington | PO Box 5256 Lambton Quay Wellington 6145 |
| | Phone: | 021 898 272 | |
| | Email: | Hazel.barnes@minedu.govt.nz | paul.clarke@martinjenkins.co.nz |
| Addresses for notices Reference Schedule 2 clause 14 | Buyer's address | Supplier's address | |
| | For the attention of: | Rose Cole | Paul Clarke |
| | c.c. Contract Manager | Hazel Barnes | |
| | Delivery address: | 44 Pipitea Street Wellington | PO Box 5256 Lambton Quay Wellington 6145 |
| | Postal address: | | |
| | Email: | Hazel.barnes@minedu.govt.nz | paul.clarke@martinjenkins.co.nz |
| Description of services | | | |
| <p>Attached to this contract is a copy of the original Request for Proposal (RFP) and the Supplier's Proposal. If there is any conflict between the provisions set out in this schedule on the one hand and the RFP and/or the Proposal on the other, then the provisions set out in the Schedule shall prevail.</p> <p>While there are specified milestone reporting dates, any concerns about a risk of non-delivery of any milestone should be reported to the Ministry of Education as soon as possible.</p> <p>Context</p> <p>This review of the Computers in Homes programme is intended to inform Government's longer-term funding decisions for the programme.</p> <p>This review will provide information to:</p> <ul style="list-style-type: none"> ▪ Support decision making about ongoing funding for the Computers in Homes programme ▪ Support decision making about extending or updating the programme or improving the value: such as the families it targets, the nature of the offering and the kind of technology and training and support provided ▪ Inform broader policy thinking on digital exclusion including its longer-term impact, taking an investment approach. <p>Description of Services</p> <p>As in attached proposal from Martin Jenkins, in particular Table 1.</p> | | | |

s 9(2)(b)(i) OIA



Deliverables

A report documenting and evaluating the evidence around the effectiveness and value for money of the Computers In Homes programme.

| Report to: | Type of report: | Due date: |
|------------------|-------------------------|---------------|
| Contract Manager | Project plan | 31 March 2015 |
| | Monthly Progress Report | 30 April 2015 |
| | Monthly Progress Report | 30 May 2015 |
| | Final report | 30 June 2015 |

CHARGES: The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

| | |
|--|--|
| Fees Reference Schedule 2 clause 3 | Fixed Fee A fixed Fee of \$ [redacted] excluding GST. |
|--|--|

| | |
|--|--------------------------|
| Expenses Reference Schedule 2 clause 3 | No expenses are payable. |
|--|--------------------------|

Invoices
Reference Schedule 2, Subject to clauses 3 and 11.7
The Supplier must send the Buyer an invoice for the Charges at the following times:
On the following dates subject to satisfactory completion of the relevant Deliverables/Milestones.

| Deliverable/Milestone | Due date | Amount due (exc GST) |
|-----------------------------------|---------------|----------------------|
| A detailed project plan is agreed | 31 March 2015 | \$ [redacted] |
| Monthly progress report | 30 April 2015 | \$ [redacted] |
| Monthly progress report | 30 May 2015 | \$ [redacted] |
| Final report | 30 June 2015 | \$ [redacted] |
| Total | | \$ [redacted] |

| | |
|-------------|-----------------|
| Address for | Buyer's address |
|-------------|-----------------|

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|------------------------------|--|
| For the attention of: | Hazel Barnes |
| Physical address: | 44 Pipitea Street Wellington |
| Postal address: | PO Box 1666 Wellington 6140 DX Number: SR51201 |
| Email: | Hazel.barnes@minedu.govt.nz |

InsuranceReference: Schedule 2
Clause 8.1**INSURANCE: (clause 8.1 Schedule 2)**

It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Buyer does not require any specific insurance under this Contract.

**Changes to
Schedule 2 and
additional
clause/s****Schedule 2 of this Contract is amended as follows:**

Schedule 2 is to be amended by adding the following additional clauses.

Information management

- 5.5A The Buyer must ensure that its actions are consistent with the provisions of the Privacy Act 1993.
- 5.5B The Buyer will use all reasonable endeavours to take into account appropriate ethical guidelines.

Ending this Contract

11.15A Where termination or cancellation occurs

- a) each party must promptly deliver to the other, all of the other party's property and information (in any reasonable format requested by the other party), as and when reasonably requested in writing by the other party
- b) certify in writing that it has done so, and
- c) at the Buyer's request, the Supplier must promptly deliver to the Buyer all work in progress, including all documents, data, records and instruments, in the Supplier's or its Personnel's possession or control in respect of the Services.

Clauses that remain in force

16.9 is replaced with:

16.9 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights) 13 (Confidential Information), 16 (General) 17 (Definitions), 19 (Data management), 20 (Privacy and ethics) and 21 (Publication and presentations).

Additional clauses

The following additional clauses apply to this contract.

18 Scoping or Conditional Phases of the Services

- 18.1 Schedule 1 may specify that any or all phases of the Services are conditional on a decision to proceed to be made by the Buyer (a "Decision Point").
- 18.2 The Buyer has no obligation to proceed at a Decision Point but will work in good faith when making any decision to proceed with the Services.
- 18.3 The Supplier acknowledges that it has no right to work or payment should a decision be made by the Buyer not to proceed past any specified Decision Point.

19. Data Management

- 19.1 The Buyer will own all qualitative and quantitative data collected by the Supplier related to the provision of the Services.
- 19.2 The Supplier must, subject to clause 20.3, provide the data obtained during the provision of the Services, if requested by the Buyer. The data must be supplied to the Buyer in a form specified by the Buyer however the Buyer will endeavour in good faith to reach agreement with the Supplier on this matter.
- 19.3 The Buyer will abide by any assurances made by the Supplier to research participants. At the same time, the Supplier has the responsibility to ensure that assurances made to participants are appropriate, do not contravene this Agreement and allow the Buyer the same abilities as the Supplier to use the information collected. If there is any doubt, any assurances made (e.g. in a Privacy Statement) should be approved by the Buyer prior to them being made.

20. Privacy and Ethics

- 20.1 The Supplier will ensure that appropriate systems for managing the care and safety of children and/or vulnerable persons its Personnel come into contact with are in place.
- 20.2 The Supplier will actively manage the use, storage, return and destruction of any information obtained by the Supplier in accordance with the Privacy Act 1993 and appropriate ethical guidelines.
- 20.3 The Supplier must follow any specific privacy or ethical requirements/practices specified in the First Schedule.
- 20.4 The Supplier will follow appropriate ethical guidelines and practice relevant to the project.
- 20.5 Where matters of cultural importance or sensitivity arise both parties will use all reasonable endeavours to consult relevant third parties and take all practicable steps to avoid offence being caused.

21. Publication and Presentations

- 21.1 Subject to the Prior approval of the Buyer the Supplier and any of its personnel who may be given the responsibility for supervising this project will have the ability to:
 - a) publish the results of the project specified in the First Schedule, or
 - b) give addresses or present papers based upon this project at professional meetings.
- 21.2 The Buyer may require work to be edited or redrafted before approval under this clause is granted.
- 21.4 The Buyer may impose conditions on the approved use of materials by the Supplier, including but not limited to:
 - a) requiring the addition of written statements to the relevant materials (e.g. clarifying statements), and
 - b) requiring acknowledgment of Ministry funding or ownership.
- 21.5 The Buyer will use all reasonable endeavours to:
 - a) take steps to appropriately acknowledge the source of materials, and
 - b) lodge published copies of reports in libraries where appropriate.
- 21.6 The Supplier will use all reasonable endeavours to clearly communicate to third parties the nature of the contractual work undertaken for the Buyer and to clarify any incorrect impressions regarding the ownership of data, reports, papers or

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| | <p>intellectual property rights.</p> <p>21.7 Schedule 1 may contain pre-approved publications, presentations or dissemination processes.</p> |
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