

PART TWO - SERVICE AGREEMENT «CONTRACT_DESCRIPTION»

BETWEEN

«PROVIDER_NAME»,
«PROVIDER_ADDRESS»,
«PROVIDER_ADDRESS2»,
«PROVIDER_CITY»,
(«PROVIDER_NAME»)

AND

**HER MAJESTY THE QUEEN IN
RIGHT OF HER GOVERNMENT IN
NEW ZEALAND**
acting by and through
«CONTRACTMNG_NAME», Portfolio
Manager, Clinical Training Agency,
Ministry of Health ("*the Ministry*" or
the "CTA").

BACKGROUND:

- A. The CTA requires «CONTRACT_DESCRIPTION» Services.
- B. «PROVIDER_NAME» is willing and able to provide such services.
- C. The CTA and «PROVIDER_NAME» have agreed to enter into this Service Agreement to regulate and recount the terms on which the «PROVIDER_NAME» will provide «CONTRACT_DESCRIPTION» services to the CTA.
- D. This Service Agreement is subject to and governed by the "*Head Agreement and Standard Terms which form part of all Service Agreements*" executed by the Parties on **[insert date signed]**.

THE PARTIES AGREE AS FOLLOWS

- 1. **Services to be performed by the «PROVIDER_NAME»**
 - 1.1 The «PROVIDER_NAME» agrees to provide to the CTA the Training Programmes set out in this Service Agreement in Table One below ("*the Services*");

Table One – Specifications and Accrediting Body for each Purchase Unit Code

[Insert Table One]

- 1.2 Table One of this Service Agreement records the applicable Specification (if any) and accrediting body (if any) for each Training Programme.
- 1.3 When a Specification is referenced for a Training Programme in Table One then «PROVIDER_NAME» must provide the Services in accordance with that Specification.
- 1.4 When an accrediting body is referenced for a Training Programme in Table One then «PROVIDER_NAME» must maintain at all times during the currency of this Service Agreement a relevant accreditation with that body.
- 1.5 Where no Specification is referenced for a Training Programme then «PROVIDER_NAME» must provide the Training Programme in accordance with the requirements of the applicable accrediting body, and any Training Programme specific terms in this agreement.
- 1.6 **[Insert Training Programme specific terms]** or delete this clause (1.6) in its entirety (when developing this clause – use the template example on Lotus notes management/official/contracting CTA Service Agreement for /GPEP1 training 260906 GPEP1])

2. Payments, Expenses, Invoicing, and Tax Liability

- 2.1 Subject to clause 4 of Part One of the “*Head Agreement and Standard Terms which form part of all Service Agreements*”, in consideration of the «PROVIDER_NAME» providing the Services to the satisfaction of the CTA, the CTA will pay to «PROVIDER_NAME» the Charge of up to a total maximum amount of **[insert total value of contract in words and numbers]** excluding GST for the term of this Service Agreement, as set out in the tables in Clause 2.2 below:
 - 2.2 The Charge will comprise:

Table Two – Maximum contract Values «CONTRACT_ORIGSTARTDATE» - «CONTRACT_ORIGENDDATE»

(all figures shown are exclusive of GST)

[Insert Table two and three if required]

- 2.3 Estimated maximum monthly Charge payment amounts, invoice due dates and payment due dates for the term of this contract are set out in Table **[Insert Payment Schedule Table number]** below:

Table **[Insert Payment Schedule Table number]** – Payment Schedule

(all figures shown are exclusive of GST)

[Insert Payment Schedule Table]

- 2.4 The estimated maximum monthly Charge payment amounts, invoice due dates and payment due dates for the term of this contract set out in Table Four above are indicative only.

