

The Waitakere City Council

UNITEC Institute of Technology

Heads of Agreement for Completion of Civic Future Project

**Kensington Swan
Solicitors
Auckland & Wellington**

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Parties

- 1 **The Waitakere City Council (“WCC”)**
- 2 **UNITEC Institute of Technology (“UNITEC”)**

Background

- A The parties wish to pursue the shared development of an office, teaching and library complex in the Henderson town centre.
- B It is intended that the Complex will include:
- a. Campus space for UNITEC of 5500 m²;
 - b. A public library of 3,000m² incorporating the Henderson public library, library support services and city-wide reference and other resources;
 - c. A library facility for UNITEC of 800 m², to be operated on a shared basis with the public library;
 - d. Both internal and external civic spaces incorporating performance and exhibition space with appropriate linkages through to the Henderson town centre;
 - e. Car parking to replace the existing public parking on the Site and to provide for some of the parking which will be needed to meet resource consent requirements (with the balance being provided off site).
- C It is intended that the shared development will achieve certain objectives agreed by the parties which are:
- a. To increase the participation and success of the residents of Waitakere City in tertiary education;
 - b. To develop tertiary education facilities and services within Waitakere City in a way that reflects the emerging needs of residents, businesses and the wider community and provides all parties with improved access to tertiary education;
 - c. To maximise the environmental, economic and social benefits of UNITEC’s presence in Waitakere City;
 - d. To maximise the effective and efficient growth of UNITEC’s educational services to and through Waitakere City;
 - e. To help assist the development of Henderson as a vibrant and visually-attractive town centre for business, education and leisure.
- D It is also intended that the overall appearance of the Complex will reflect the unique character of Waitakere City including its history, culture and residents and that the Complex will:

- a. Reflect affordable best practice urban design;
 - b. Incorporate sustainable building methodologies; and
 - c. Increase the safety and attractiveness of the Henderson town centre.
- E The parties have agreed upon the preliminary design of the Complex and further development of that design, such agreement having been reached pursuant to an Agreement dated 12 November 2002, as varied by Variations dated 20 June 2003 and 14 July 2003 respectively.
- F The parties have agreed to enter into an agreement (this Agreement) in relation to the detailed design, tender process, construction and commissioning of the Complex.

Agreement

1 Interpretation

1.1 Definitions: In this Agreement unless the context otherwise requires:

“**Agreement**” means this agreement including the background recitals and schedules;

“**Complex**” means the shared development of an office, teaching and library complex on the Site generally in accordance with the Developed Design including buildings, landscape and parking; portions of which will be shared spaces and portions of which will be dedicated spaces for each party;

“**Contractor**” means the head contractor to be engaged by the parties pursuant to the Construction Contract;

“**Construction Contract**” means the contract to be let by the parties for the construction of the Complex in accordance with the Detailed Design;

“**Design Consultants**” means the architect, landscape architect, quantity surveyor and other consultants that the parties have already engaged for the purpose of carrying out the Detailed Design and includes any additions or replacements;

“**Design Contracts**” means the contracts of engagement for the Design Consultants;

“**Detailed Design**” means design documentation for the Complex of sufficient detail to enable the construction of the Complex;

“**Developed Design**” means the plans and specifications detailing the Complex that have been approved by the parties pursuant to the Preliminary Agreement;

“**Library Building**” means the building in the Complex that will house the Henderson public library, UNITEC’s library, WCC’s library administration offices and the Citizens Advice Bureau;

“**PCG**” means the Project Control Group to be established by the parties pursuant to clause 9.1;

“**Preliminary Agreement**” means the Agreement referred to in Recital E, as varied by the Variations referred to in that recital;

“**Project**” means the undertaking to be carried out by the parties pursuant to this Agreement in relation to the engagement of the Design Consultants, the Tender Process, the construction of the Complex and the commissioning of the same;

“**Project Manager**” means the independent consultant appointed by the parties pursuant to clause 8.1 whose function will be to facilitate and co-ordinate the activities of the PCG. The Project Manager will receive instruction from and report to the PCG on all issues regarding the Project;

“**Quantity Surveyor**” means Andrew Millard of Rawlinsons Limited;

“**Shared Costs**” means the costs to be shared by the parties pursuant to clause 10.1;

“**Site**” means the land owned by WCC between Ratanui Street and Trading Place, Henderson, Waitakere City, which is legally described as:

Lot 33 DP8400 – CT416/263
Lot 32 DP8400 – CT308/232
Lot 15 DP45417 – CT14B/293
Lot 11 DP45417 – CT14B/290
Lot 12 DP45417 – CT10B/720
Lot 13 DP45417 – CT8D/933

and such other sites as may be acquired by WCC for the purposes of the Complex;

“**Tender Process**” means the process of calling for tenders for the construction of the Complex, the evaluation of such tenders and the letting of the Construction Contract to the successful tenderer, including all matters incidental thereto;

“**UNITEC Campus Building**” means the building in the Complex that will house UNITEC’s campus facilities including classrooms, administration offices and other ancillary services;

“**UNITEC Land**” means that part of the Site which will be occupied by the footprint of the UNITEC Campus Building, together with any surrounding walkways, courtyards or other spaces as may be agreed upon by the parties in the agreement referred to in clause 13.1a.

1.2 **Construction of certain references:** In this Agreement unless the context otherwise requires, any reference to:

a “**working day**” means a day (other than Saturday or Sunday) on which registered banks are open for business in Auckland.

1.3 **General construction:** in interpreting this Agreement the following rules must be applied unless the context otherwise requires:

- a. Headings to clauses are for reference only and are not an aid in interpretation.
- b. References to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- c. References to clauses or schedules are to clauses of or schedules to this Agreement, and any schedules referred to form part of this Agreement.
- d. References to currency are to New Zealand currency.

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- e. References to a party are to a party to this Agreement and include that party's successors in title and permitted assigns.
- f. All periods of time include the day on which the period commences and also the day on which the period ends.
- g. Any date which is not a working day, upon or by which anything is due to be done by any party, will be deemed to be a reference to the next working day.
- h. Words importing the plural include the singular and vice versa and words importing gender import all genders.
- i. Any obligation not to do something will be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- j. All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person will be deemed to have been given or entered into jointly and severally.
- k. Any statement in this Agreement stated to be to the best of a party's knowledge or to be so far as a party is aware (or any similar expression) will be deemed to include an additional statement that it has been made after due and careful enquiry.

2 Good Faith

- 2.1 Each party acknowledges for the benefit of the other that it will:
 - a. At all times act with good faith and goodwill towards the other to endeavour to achieve the successful completion of the Project to each party's mutual benefit; and
 - b. Not do anything which might prejudice the other party's successful involvement in the Project.

3 Detailed Design

- 3.1 The parties agree that they will instruct those Design Consultants whom they have already appointed to carry out and complete the Detailed Design.
- 3.2 The parties commit to pursuing the most cost-effective, sustainable and fit-for-purpose design solutions. The parties agree to review any design options to identify opportunities for reduction in cost, prior to adoption of the Detailed Design.
- 3.3 The parties agree that the Detailed Design should implement the objectives embodied in the Developed Design in that it should:
 - a. Be based around the "Waitakere Character" and embody, as far as is possible, the uniqueness and heritage of Waitakere City;
 - b. Incorporate Waitakere City's eco-design principles;
 - c. Comprise buildings for WCC and UNITEC which are aesthetically compatible;

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- d. Incorporate landscaping design and development of the area surrounding the built environment in a manner that is mutually compatible; and
 - e. Provide an equitable and satisfactory solution to the legal and physical parking requirements for the Complex including provision of any permanent or temporary parking facilities to offset existing parking on the Site, which will be demolished during the construction phase.
- 3.4 Each party shall provide all information for the designs of the Complex which the Design Consultants may reasonably require from time to time.

4 Tender Process

- 4.1 Upon completion of the Detailed Design, the parties shall arrange for the Construction Contract to be prepared and let out for public tender.
- 4.2 The terms and conditions of the Construction Contract shall be agreed upon between the parties, provided that the terms of tender must comply with WCC's standard procurement procedures and requirements. The tender process will be undertaken by WCC using WCC's standard tender and contract management processes.
- 4.3 The parties shall evaluate each tender received, decide which tender to accept and then, subject to the fulfilment of the conditions in clause 13.1, award the Construction Contract to the successful tenderer.

5 Contracting Parties

- 5.1 The Construction Contract shall be between the Contractor and WCC. Payments under both the Design Contracts and the Construction Contract shall be payable by WCC after certification of payment by the Project Manager to the PCG and after approval of the payment by the PCG. UNITEC shall pay to WCC, UNITEC's agreed portion of the Shared Costs on the basis set out in clauses 10.1 to 10.3. Payments shall be made by WCC to the Design Consultants and the Contractor respectively and by UNITEC to WCC by the 20th day of the month following approval by the PCG.
- 5.2 The parties will ensure, notwithstanding that the Construction Contract will be entered into by WCC in its sole name, that all insurances arranged by the Contractor in respect of the construction of the Complex are taken in the joint names of WCC and UNITEC and the Contractor.

6 Supervision of Construction Contract

- 6.1 Through the Project Manager the parties shall monitor the performance of the Contractor pursuant to the Construction Contract and ensure that all the terms and conditions of the same are strictly adhered to.
- 6.2 Prior to the expiry of the defects liability period under the Construction Contract, the parties will ensure that a detailed list of all matters requiring remedy is supplied to the Contractor through the Project Manager.

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7 Commissioning of the Complex

- 7.1 Upon practical completion of construction of the Complex, the parties shall take possession of the Complex, jointly in relation to those parts which they will share and separately and exclusively in relation to those parts which are intended for their exclusive use.

8 Project Manager

- 8.1 The parties agree to continue with the appointment of OCTA Associates Limited as the Project Manager. The terms and conditions of engagement of the Project Manager shall be agreed upon between the parties and the Project Manager.

9 Project Control Group

- 9.1 The parties shall form and establish the PCG which shall consist of:
- a. The Project Manager,
 - b. Three representatives of WCC, and
 - c. Three representatives of UNITEC.
- 9.2 The Project Manager shall chair all meetings of the PCG.
- 9.3 Each party:
- a. Will ensure that its representatives on the PCG are available to carry out the functions of the PCG and attend all meetings of the PCG;
 - b. May replace any of its representatives;
 - c. May appoint an alternative representative to act in place of a current representative;
 - d. May request the presence of any expert they feel necessary at any PCG meeting, subject to that expert not being accorded voting rights; and
 - e. May appoint up to two ex officio members each who may attend PCG meetings as they see fit.
- 9.4 The functions of the PCG will be:
- a. To act as a forum for discussion of all matters which must be carried out by the parties pursuant to this Agreement;
 - b. To monitor, review and coordinate the Project; and
 - c. To assist in the resolution of any disputes that may arise between the parties.
- 9.5 The PCG will meet formally at a time convenient to each member between the hours of 8.30am and 5pm on weekdays until completion of the Project or any earlier termination of this Agreement and, in any event, not less than fortnightly.

- 9.6 WCC and UNITEC shall each be represented on the PCG initially by the same three representatives who represented them on the project control group formed pursuant to the Preliminary Agreement. All notices of meetings of the PCG must be given to every member.
- 9.7 If at any time there is any change in the personnel of the PCG, then the party whose personnel changes shall immediately advise the other party of the change and the contact details of the new member or members.
- 9.8 Either party may give notice to the other party requiring a special meeting of the PCG, provided that not less than 48 hours' notice of a meeting must be given.
- 9.9 The PCG will make binding decisions by way of unanimous vote, with each party having one vote. The vote for WCC shall be exercised by Ross McLeod (Director: Corporate and Civic Services) or his nominee and the vote for UNITEC shall be exercised by Roger Paul (Vice-President – Campus Development) or his nominee. If agreement cannot be reached within 2 working days, then the matter shall be referred to the Chief Executives of both parties. If agreement cannot be reached by the Chief Executives within 2 working days after having been referred to them, then the matter will be referred to mediation and the provisions of clauses 29.4 and 29.5 shall apply.

10 Project Costs

- 10.1 The parties shall share all external costs of and incidental to the Project in the following proportions:
- a. All costs of and incidental to the design and construction of that part of the Library Building comprising the WCC library administration offices and associated services, the Citizens Advice Bureau and associated services and any part of the Library Building which will be utilised by WCC for its own purposes or for a commercial function, for example, a café – WCC: 100%.
 - b. All costs of and incidental to the design and construction of the UNITEC Campus Building and associated services and of any part of the Library Building which will be utilised by UNITEC for its own purposes or for a commercial function, for example, a bookshop – UNITEC: 100%.
 - c. All costs of and incidental to the design and construction of the Library Building, excluding those parts referred to in clauses 10.1a and 10.1b – to be apportioned on the basis of the respective floor areas of those portions of that part of the Library Building allocated to each party.
 - d. All costs of and incidental to site landscape works on the UNITEC Land (including their design) – UNITEC: 100%.
 - e. All costs of and incidental to all other site landscape works, external to the buildings (including their design) – WCC: 100%.
 - f. All costs of and incidental to the design and construction of the parking building – to be apportioned on the basis of the number of parking bays allocated to each party.
 - g. All other costs – WCC: 40%; UNITEC: 60%.

10.2 Pending completion of construction of the Complex, the parties shall share all the Shared Costs as they are incurred on the following provisional basis:

WCC – 40%
UNITEC – 60%

10.3 On completion of construction of the Complex, the Quantity Surveyor shall determine the apportionment between the parties of the total Shared Costs actually incurred on the basis set out in clause 10.1. The parties shall then make any necessary adjustment between themselves in respect of the payments they will each have paid on account of the Shared Costs pursuant to clause 10.2. The decision of the Quantity Survey shall be final and binding on the parties unless otherwise agreed by the parties.

10.4 Each party will, unless otherwise agreed, bear its own internal costs.

10.5 The budget for the Project shall be as previously agreed between the parties pursuant to the Preliminary Agreement.

10.6 The parties, through the Project Manager, will consistently monitor the budget.

10.7 The parties will arrange for the Project Manager to prepare and distribute to the parties at the end of each month a budget report which outlines:

- a. The Shared Costs paid to date and during the last month under this Agreement;
- b. Any deviations from the budget during the last month; and
- c. Any amendments required to the budget in light of the report.

10.8 Within 10 working days after the Project Manager distributes a copy of the budget report, the PCG must be convened to consider and approve the budget report and if necessary amend the budget.

10.9 If a party fails to pay an amount required by the 20th day of the month following instruction by the PCG, that party shall pay to the other party an amount equivalent to interest at the rate of 12% per annum on all outstanding amounts until payment.

10.10 The PCG shall not approve for payment any Shared Costs unless the request for payment is accompanied by a written invoice, together with such further information as may be required by the PCG to verify the incurring of such cost.

11 Accounts and Records

11.1 The parties shall ensure that full and accurate records and accounts are kept in respect of the Shared Costs and all other relevant matters relating to the Project and such records and accounts shall be made available for inspection or copying by either party as and when reasonably required.

12 Target Completion Date

12.1 The parties agree that they shall use their best endeavours to ensure that practical completion of construction of the Complex is achieved so that occupancy can be taken by the end users on or before 9 January 2006.

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13 Conditional Agreement

13.1 The parties agree that they will perform their obligations under this Agreement with all due speed but that they will not award the Construction Contract until the following conditions have been satisfied:

- a. The parties have entered into agreements satisfactory to both parties in all respects for:
 - i. UNITEC's acquisition from WCC of the UNITEC Land and right of access thereto;
 - ii. The future use and operation of the Complex by the parties including, without limitation:
 - A. UNITEC's right to use those carpark in the carpark building allocated to UNITEC;
 - B. The use and operation of the Library Building and library services, including in particular UNITEC's right to use that part of the Library Building allocated to UNITEC for its own library; and
 - C. The shared responsibilities of the parties for security, cleaning, waste disposal, the supply of services, repairs and maintenance and other costs and outgoings;
- b. The parties have obtained on terms and conditions satisfactory to both parties in all respects all resource consents and all other regulatory consents and approvals which may be necessary or desirable for:
 - i. The proposed development of the Site;
 - ii. The proposed use and operation of the Complex; and
 - iii. The subdivision of the UNITEC Land from the Site;
- c. The parties have obtained on terms and conditions satisfactory to both parties in all respects all building consents and all other regulatory consents and approvals which may be necessary or desirable for the construction of the Complex; and
- d. The agreements referred to in clause 13.1a have become unconditional.

13.2 Each party must give written notice to the other party of fulfilment of each of the conditions in clause 13.1 and the conditions shall be deemed to be not fulfilled until written notice of fulfilment has been given.

13.3 If any of the conditions in clause 13.1 are not fulfilled by 30 June 2004, then either party may cancel this Agreement by notice in writing to the other party.

14 **Entire Agreement**

- 14.1 This Agreement contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Agreement.

15 **Further Assurances**

- 15.1 The parties must each sign, execute, procure, pass and do all such further documents, acts, matters, resolutions and things as may be necessary or desirable for effecting the transactions contemplated by this Agreement.

16 **Amendments**

- 16.1 No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

17 **Waiver**

- 17.1 No exercise or failure to exercise or delay in exercising any right or remedy will constitute a waiver by that party of that or any other right or remedy available to it.

18 **Termination on Default**

- 18.1 This Agreement may be terminated immediately by one party ("**the first party**") giving notice in writing to the other party ("**the other party**"):
- a. upon the other party committing any breach of this Agreement which is incapable of being rectified; or
 - b. upon the other party committing any breach of this Agreement which is not rectified within 20 working days of written notice of the breach having been given to the other party by the first party; or
 - c. upon the other party becoming insolvent; or
 - d. upon a receiver or manager of any asset of the other party being appointed, or an order made or resolution passed for the liquidation of the other party.

19 **Termination on Notice**

- 19.1 Until such time as the Construction Contract has been awarded, this Agreement may be terminated by either party giving 20 working days' notice in writing to the other party to this Agreement of its intention to do so.
- 19.2 Upon any termination of this Agreement pursuant to either clause 13.3 or clause 19.1, neither party shall have any right to recover any costs expended and neither party shall have any right or claim against the other, except that:

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- a. each party must pay its proportion of any Shared Costs that have been incurred to the date of the termination, including costs of any commitments under existing contracts that are in effect at termination; and
- b. in the case of termination pursuant to clause 19.1 the party which gives the notice of termination must pay to the other party, if the other party proceeds with construction of its portion of the Complex, all costs incurred by the other party in adapting the Detailed Design to accommodate the changes to the other party's portion of the Complex that will be necessary as a result of the Complex not proceeding on a shared basis.

20 **Licence to Use Information on Termination**

- 20.1 Following termination of this Agreement, if only one party wishes to proceed with that party's portion of the Complex, or a revised version thereof, that party shall have the exclusive licence to use all information, drawings and other materials related to the Project that were developed during the collaboration of both parties. If both parties wish to proceed in this manner, then the parties shall share all such information, drawings and other materials in a fair and reasonable manner to be agreed between them.

21 **No Partnership**

- 21.1 Nothing contained in this Agreement will be deemed or construed to constitute any party to be a partner, agent or representative of any other party, or to create any trust or commercial partnership.
- 21.2 No party shall have the authority or right or hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever on behalf of or in the name of the other party.

22 **No Assignment**

- 22.1 No party may assign or be relieved of its rights or obligations under this Agreement without the prior consent in writing of both parties.

23 **Partial Invalidity**

- 23.1 If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

24 **Third Parties**

- 24.1 Except as specifically provided nothing in this Agreement is intended to confer a benefit upon any third party under the Contracts (Privity) Act 1982.

25 Counterparts

- 25.1 **Copies:** This Agreement may be executed in 2 or more counterpart copies each of which will be deemed an original, and all of which together will constitute one and the same instrument.
- 25.2 **Execution:** A party may enter into this Agreement by signing a counterpart copy and sending it to the other parties. Each of the parties shall promptly sign the original copies of this Agreement (such copies to be signed by all the parties) after the execution of counterparts.

26 Time of Essence

- 26.1 Time will be of essence in the performance by any party of its obligations under this Agreement.

27 Rights Cumulative

- 27.1 The rights of the parties under this Agreement are cumulative and are not exclusive of any other rights and remedies available to any party.

28 Notices

- 28.1 **Service of notices:** Any notice given pursuant to this Agreement will be deemed to be validly given if personally delivered, posted, or forwarded by facsimile transmission to the address of the party to be notified set forth below or to such other address as the party to be notified may designate by written notice given to all other parties.

WCC's address is:

Civic Centre
6 Waipareira Avenue
Waitakere City

Facsimile no: 836 8001

Attention: Mr Ross McLeod

UNITEC's address is:

UNITEC Institute of Technology
1 Carrington Road
Mt Albert

Facsimile no: 815 2901

Attention: Mr Roger Paul

- 28.2 **Time of service:** Any notice given pursuant to this Agreement will be deemed to be validly given:

- a. in the case of **delivery**, when received;

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- b. in the case of **facsimile transmission**, when sent;
- c. in the case of **posting**, on the second day following the date of posting;

provided that any notice personally delivered or sent by facsimile either after 5 pm on a working day or on any day that is not a working day will be deemed to have been received on the next working day.

29 **Alternative Dispute Resolution**

- 29.1 **Disputes:** Subject to the final subclause of this clause, where any question, dispute or difference arises between the parties concerning or in any way arising out of this Agreement or the performance of either party of this Agreement, or of the circumstances, representations, and conduct giving rise thereto, no party may commence any court or arbitration proceedings relating to any question, dispute or difference unless that party has complied with the procedures set out in this clause.
- 29.2 **Representatives for negotiations:** The party initiating the question, dispute or difference (“**the first party**”) must provide written notice of the same to the other party (“**the other party**”) and nominate in that notice the first party’s representative for the negotiations. The other party must within 5 working days give written notice to the first party naming the other party’s representative for the negotiations. Each representative nominated will have authority to settle or resolve the question, dispute or difference.
- 29.3 **Referral to Mediation:** If the parties are unable to resolve the question, dispute or difference by discussion and negotiation within 5 working days of receipt of the written notice from the other party, then the parties must immediately refer the question, dispute or difference to mediation.
- 29.4 **Conduct of Mediation:** The mediation must be conducted in terms of the LEADR New Zealand Inc. Standard Mediation Agreement. The mediation must be conducted by a mediator and at a fee agreed by the parties. Failing agreement between the parties, the mediator will be selected and his/her fee determined by the Chair for the time being of LEADR New Zealand Inc. The mediator’s fees and disbursements shall be met by the parties in equal shares. Each party shall pay its own expenses of and incidental to the mediation.
- 29.5 **Referral to Arbitration:** If the dispute remains unresolved after the mediation, then the dispute must be submitted to the arbitration of a single arbitrator agreed on between the parties, or in default of agreement to be nominated by the President of the New Zealand Law Society. The arbitration will be conducted in accordance with the Arbitration Act 1996 and the provisions of the Second Schedule of the Act will apply. The parties reserve the right to appeal to the High Court on any question of law arising out of an award.
- 29.6 **Urgent interlocutory relief:** Nothing in this clause will prevent any party from taking immediate steps to seek urgent interlocutory relief before an appropriate court.

30 **Legal Capacity**

- 30.1 Each party warrants, covenants and represents to the other that:
 - a. It is duly incorporated or otherwise constituted, organised and validly existing;
 - b. It has the legal right and power to enter into this Agreement; and

- c. The signature, delivery and performance of this Agreement has been duly and validly authorised by all necessary resolutions or other action on its part and the agreements made in this Agreement are valid and binding agreements in accordance with their terms.

31 **Indemnity**

- 31.1 Each party (“**first party**”) hereby indemnifies and holds harmless the other party from and against any or all losses, claims, damages, expenses and liabilities arising from any breach by the first party of its obligations under this Agreement.

32 **Governing Law and Jurisdiction**

- 32.1 This Agreement will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

33 **Costs of this Agreement**

- 33.1 Each party shall bear its own costs in relation to the negotiation, preparation and execution of this Agreement.

Execution

Signed for The Waitakere City Council by

Name
Position

pursuant to delegated authority:

Witness to the above signatures:

Witness signature

Witness name

Occupation

Address

**Signed on behalf of UNITEC Institute of
Technology by:**

Name
Position

Witness to the above signatures:

Witness signature

Witness name

Occupation

Address

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