



Auckland Metro Rail Franchise Procurement

Notice of Pre-registration



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PR05-702c Non Price Response Template Version 1



1 Overview

1.1 Introduction

This Notice of Pre-registration is an invitation to organisations with relevant rail operational skills and experience to pre-register for access to Auckland Transport's data room for the second phase of Market Engagement and subsequently Expression of Interest (EOI) documentation for the Auckland Metro Rail Franchise Procurement.

Auckland Transport (AT) will only accept registration applications from organisations who have the potential to submit an EOI, meet pre-qualification criteria and agree with the participation rules and confidentiality requirements of this Notice of Pre-registration.

To view the Pre-registration Application, see Appendix A.

1.2 Background

The current rail operating contract for Auckland metro services has been in place since 2004.

AT is now wishing to undertake a competitive procurement process for an expanded and modernised rail operating contract for effect from 2021.

The new rail operating contract will be procured within the context of AT's transformation of public transport over the last 15 years and will be introduced within an environment of ongoing game changing initiatives, including the City Rail Link (CRL), next generation ticketing, additional electric trains, extension of the electrified network and a third main to ease congestion and conflict between passenger and freight services. Adding to the challenge will be continued rapid population and patronage growth.

Development of a new rail franchise provides an opportunity for AT to review how it delivers services across the rail system and how it can best incentivise, remunerate and allocate responsibilities to the parties delivering rail services.

1.3 Market engagement

AT commenced early market engagement for the Auckland rail franchise in April 2019, comprising:

- Introductory meetings with interested participants to introduce AT, provide context about rail in Auckland and the engagement process
- Consultation document providing more detailed information and context about rail in Auckland, an explanation of the specific considerations for the scope of the future rail franchise and questions of the market to inform selection of the optimal operating model
- International site visits to selected jurisdictions to discuss and observe in more detail particular aspects of consultation feedback received from the market and to observe first hand some of the key interfaces and practical application of the different franchise arrangements, from both an operator and authority perspective.

AT is now planning a second phase of market engagement and will be seeking input on the preferred operating model, the proposed commercial framework and high-level terms. AT intends to issue a Request for Information ("RFI") to registered participants on 8 November 2019.



2. Pre-registration Process

2.1 Pre-registration process & On-line Platform

AT wishes to invite organisations to pre-register to receive market engagement, RFI and, subsequently, EOI documentation via AT's secure, on-line data room. Before documentation can be released, AT requires applicants to complete the Pre-registration Application located in Appendix A of this notice, the confidentiality undertaking located in Appendix B of this notice and agreement to the Terms and Conditions located in section 6 of the Pre-registration Application.

Completed applications, including signed declarations, are to be emailed to railfranchise@at.govt.nz.

2.2 Data Room access

AT has procured online tendering service Ansarada to provide an electronic data room and RFX platform. Data room access will be granted where an Applicant:

- (a) Declares they are able to meet pre-qualification requirements.
- (b) Agrees that it is bound by the Terms and Conditions of this notice, including the Applicant's declaration in the Registration Application.
- (c) Agrees that it is bound by the Confidentiality Agreement at Appendix B of this notice.

AT will grant data room access to the Applicant's named persons in the Registration Application.

Each of those persons will be granted individual access to the data room. The Applicant is responsible for:

- all use of the data room through those persons' login and password; and
- ensuring that those persons keep their login and password secure and secret. For the avoidance of doubt, those persons must not share their login and password details with any other persons, including with other persons within the Applicant organisation.

Access to the data room will enable the Applicant's registered personnel to:

- Download the RFI (and subsequently EOI) documentation.
- Download supporting information to assist participants respond to the RFI and subsequently EOI and RFP.
- Seek further information or clarification from AT through the Q&A portal.
- Upload RFI (and subsequently EOI) responses.

The RFI will be available in the data room at **10am on 8 November 2019** (New Zealand time).



3. Terms & conditions

3.1 Ownership of documents

This notice does not give an Applicant any right, title or interest in any intellectual property rights in this notice, the RFI and EOI or information or materials provided or made available by or on behalf AT.

AT grants to the Applicant a non-exclusive, non-transferable, limited license, to use the RFI and EOI solely for the purpose of the ROI and EOI and, if applicable, any subsequent RFP. AT may request the immediate return, deletion, or destruction of any or all RFI and EOI documents and any copies (in both hard copy and/or electronic format). An Applicant must comply with any such request in a timely manner.

All documents forming part of an Applicant's response to this notice will, when submitted to AT, become the property of Auckland Transport. Response documentation will not be returned to applicants.

Ownership of Intellectual Property rights in the Applicant's response to this notice remain the property of the Applicant or its licensors. However, the Applicant grants to AT a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the Applicant's response for any purpose related to the procurement process.

AT will not disclose information that identifies an individual Applicant to a third party unless:

- The third party is AT's advisor under the procurement process; or
- The disclosure is required by law.

3.2 Ethics

The Applicant must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of AT or any Evaluator in relation to the RFI, EOI or any RFP.

An Applicant who attempts to do anything prohibited by sections 2.20 may be disqualified from participating further in the EOI or RFP processes.

AT reserves the right to require additional declarations, or other evidence from an Applicant, or any other person, throughout the Market Engagement, EOI and/or RFP processes to ensure the probity of the RFI, EOI and RFP processes.

3.3 Anti-collusion and bid rigging

An Applicant must not engage in collusive, deceptive or improper conduct in the preparation of its RFI and EOI response, other submissions or in any discussions with AT. Any such behaviour may result in the Applicant being disqualified from participating further in the EOI and/or RFP processes. The Applicant undertakes that its RFI and EOI response has not been prepared in collusion with a competitor.

AT reserves the right, at their discretion, to report suspected collusive or anti-competitive conduct by an Applicant to the appropriate authority and to give that authority all relevant information, including any response to the RFI, EOI and/or RFP and any Confidential Information from the Applicant.

3.4 Costs of participating in the EOI process

The Applicant will meet its own costs associated with the preparation and presentation of its response to this notice and any response to the Market Engagement and EOI.



3.5 New Zealand law

The laws of New Zealand shall govern this notice, any response to this notice and the Market Engagement and EOI process. The Applicant agrees to submit to the non-exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning this notice, any response to this notice and/or the EOI process.

3.6 Disclaimer

AT officers, employees, contractors and advisers and any Evaluator, will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost, or any loss of profit, revenue, anticipated savings, business opportunity and/or goodwill, incurred by any Applicant or any other person in respect of this notice, any response to this notice, the RFI and EOI process or any subsequent RFP.

Nothing contained or implied in this notice, the RFI and EOI process, or any other communication by or on behalf of AT to any Applicant shall be construed as legal, financial or other advice. AT has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated. The Applicant relies entirely on its own judgement in any use of the Market Engagement and EOI-related document and any information provided or made available to it by or on behalf of AT.

To the extent that liability cannot be excluded by law, the maximum aggregate liability of AT its officers and advisers and any Evaluator, collectively, is \$1.

3.7 Auckland Transport's additional rights

Despite any other provision in this notice or the RFI and EOI, AT may, on giving due notice to each Applicant or an Applicant to an EOI (as AT considers applicable):

- amend, suspend, cancel and/or re-issue the EOI, or any part of the EOI; and/or
- make any material change to the EOI (including any change to the timeline, material addition to the scope of the Rail Franchise) on the condition that, if the scope for the Rail Franchise:
 - reduces from that described in the EOI, AT will not revert to the market or Applicants, but will incorporate that reduction into any RFP documentation;
 - increases materially, AT may initiate a separate or new procurement process or let all Applicants know by sending them a notification by email.

AT may, at any time, request from any Applicant clarification as well as additional information about any aspect of its response. AT is not required to request the same clarification or information from each Applicant.

3.8 Legal relations

Neither this notice, the Applicant's response to this notice, Market Engagement, EOI and the EOI process, creates a process contract or any legal relationship between AT (on one hand) and the Applicant (on the other), except in respect of:

- the Applicant's declaration in the Applicant's response to this notice;
- the obligations set out in section 2 of this notice.



Appendix A: Pre-registration Application

Auckland Metro Rail Franchise Procurement

Request for Information & Expression of Interest Pre-registration Application

1. About the Applicant

Item	Details
Legal name:	
Trading name:	
Physical address:	
Postal address:	
Business website:	

2. Point of Contact

Contact person who is responsible for communicating with Auckland Transport:

Contact Person:		
Position:		
Phone & Mobile:		
Email:		



3. Pre-registration preconditions

Organisations (individual and/or consortia) who wish to participate in the Auckland Rail Franchise Request for Information and the Expression of Interest process, need to have at least five years' experience delivering the following services:

1. Passenger rail operation services and/or
2. Rolling stock maintenance services and/or
3. Rail infrastructure management/maintenance services.

Note: Organisations who are subsequently shortlisted for the Request for Proposal process will be required to formalize partnership or consortium arrangements.

No.	Pre-registration Preconditions	Meet Requirement
1	Individual and/or consortia have five years' experience delivering passenger rail operation services?	Yes / No
Evidence:	Identify the jurisdictions and entities that have provided the services above.	
2	Individual and/or consortia have five years' experience delivering rolling stock maintenance services?	Yes / No
Evidence:	Identify the jurisdictions and entities that have provided the services above.	
3	Individual and/or consortia have five years' experience delivering rail infrastructure management/maintenance services?	Yes / No
Evidence:	Identify the jurisdictions and entities that have provided the services above.	



4. Applicant's personnel requiring data room access

We will be assigning roles within the Data Room as per the below (please note that one person can hold multiple roles):

Bidder Main Contact: Oversees the Q&A process

- are responsible for approving all questions and answers from their bid team. They are also responsible for disclosing the answers back to the Internal team (Auckland Transport)
- can ask questions, reject questions asked by their team, answer questions, assign questions and approve questions and answers
- can see all questions and answers being worked on by their team
- receive notifications when questions are assigned to them and when answers are disclosed by the internal team

Bidder Author

- are responsible for asking questions and answering questions assigned to them. Their questions and answers are routed to **Bidder Approvers** within their bidding team for approval. If there are no **Bidder Approvers** within their Team their questions and answers will go straight to the **Bidder Main Contact**
- When answering questions, they can only see and respond to questions that are assigned to them
- receive notifications when questions are assigned to them

Bidder Approver

- are responsible for reviewing all questions and answers before they're sent to the **Bidder Main Contact**. This helps filter out duplicates or vet questions for quality to save the **Bidder Main Contact** time
- can ask and answer questions and send them directly to the **Bidder Main Contact**
- When answering questions, **Bidder Approvers** can only see and respond to questions that are assigned to them
- are assigned questions and have the choice to draft answers themselves or forward the questions to other **Bidder Approvers** and **Bidder Authors** to answer
- receive notifications when questions are assigned to them to approve or answer



- 4.1 **Please note, you can nominate all roles to one person (insert ✓ in appropriate box)

	Point of Contact	Bidder Main Contact	Bidder Author	Bidder Approver
Name				
Position		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email				
Name				
Position		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email				
Name				
Position		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Position		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email				
Name				
Position		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email				



5. Pre-registration checklist

No.	Tasks	Included ✓ = yes
1.	Appendix A: Application’s agreement to pre-registration terms and conditions declaration signed	<input type="checkbox"/>
2.	Appendix B: Confidentiality Agreement signed	<input type="checkbox"/>

6. Applicant’s agreement to pre-registration terms and conditions

DECLARATION

By signing this declaration, the organisation named in section 1 (About the Applicant):

- a) represents, warrants and agrees that the below signatory is authorised to make this declaration on the Applicant’s behalf and to provide the information in this application; and
- b) agrees to the terms and conditions identified in the Auckland Metro Rail Franchise Procurement Notice of Pre-registration.

Signed for and on behalf of

Insert legal name of organisation that is the Applicant to this notice

Signature

Full name

Title /position

Date



Appendix B: Confidentiality Agreement



Appendix B: Confidentiality Agreement

Auckland Metro Rail Franchise Procurement

Reference Number: 440-19-579-PT

Between

Auckland Transport

And

The Recipient



Contract Signing Page

Contract no: 440-19-579-PT Confidentiality Agreement – Auckland Metro Rail Franchise Procurement

This agreement is made on the date at which this contract is signed by both parties.

Between **Auckland Transport** (“AT”)
 And (“Recipient”)
Insert full legal name of counterparty and Business number

Background

- A. AT is conducting the Auckland Metro Rail Franchise Procurement and the Recipient wishes to participate in the Auckland Metro Rail Franchise Procurement.
- B. AT has agreed to provide the Recipient with information relating to its business or activities to enable the Recipient to be a participant in the Auckland Metro Rail Franchise Procurement.
- C. In consideration of AT agreeing to provide information to the Recipient, the Recipient has agreed to be bound by the confidentiality obligations set out in this Agreement.

Agreement

This Agreement sets out the terms and conditions that govern the provision of Confidential Information between the parties.

The documents forming this Agreement are this Contract Signing Page and the attached General Terms and Conditions and Schedules.

Execution

Signed for and on behalf of **Auckland Transport** by:

Signature

Name

Position

In the presence of:
Signature

Name

City

Date

Signed for and on behalf of **insert full legal name of Recipient** by:

Signature

Name

Position

In the presence of:
Signature

Name

City

Date



General Terms and Conditions

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires or is specified otherwise:

Agreement means this Agreement and includes the Background and Schedules.

Auckland Metro Rail Franchise Procurement means the competitive procurement process conducted by AT for the procurement of an operator of Auckland Metro rail services. The procurement will be administered via an online tendering service including an electronic data room and RFX platform.

Business Day means a calendar day other than a Saturday, Sunday, or New Zealand public holiday that is observed nationally or Auckland Anniversary Day.

Confidential Information means all information in any form provided by AT or otherwise obtained by the Recipient (whether obtained before or after the execution of the Agreement) in connection with the Purpose or AT, including but not limited to forecasts, financial projections, estimates, assumptions, opinions and statements, and excluding any information that:

- (a) is generally available to and known by the public, other than through a breach of this Agreement or an obligation of confidence owed to the Provider;
- (b) information which the Recipient can prove by contemporaneous written documentation was independently acquired or developed without breaching any of the Recipient's obligations in this Agreement.

Without limitation, Confidential Information includes the types of information specified as confidential information in item 3 of the Specific Terms.

Contact Address means the contact address set out in item 1 of the Specific Terms.

Purpose means the purpose set out in item 2 of the Specific Terms.

Representative means the directors, officers, employees, agents, contractors and any advisers of the Recipient.

Special Terms means the special terms annexed as Schedule 1.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing one gender include the others;
- (b) words importing the singular or plural number include the plural and singular number respectively;
- (c) references to any "party" means a party to this Agreement and include their respective successors and permitted assignees (as the case may be);
- (d) where the context permits, references to the Recipient include the Recipient's employees, agents and officers;
- (e) headings are inserted for convenience of reference only and do not affect the interpretation of this Agreement;



- (f) references to statutes and legislative provisions refer to those statutes and legislative provisions as they may be amended, substituted, replaced, or re-enacted or as their application is modified by other statutory provisions from time to time;
- (g) a person includes any individual, corporation, unincorporated association, government department or municipal authority;
- (h) references to 'include', 'includes', and 'including' must be read as if they are followed by the phrase 'without limitation'.

2. Confidential Information

- 2.1 Subject to clause 3 (Permitted Disclosures), the Recipient must:
 - (a) keep all the Confidential Information confidential; and
 - (b) establish and maintain effective security measures to safeguard the Confidential Information from access or use not authorised by this Agreement.
- 2.2 Subject to clause 3 (Permitted Disclosures), the Recipient must:
 - (a) only use the Confidential Information for the Purpose; and
 - (b) only copy or reproduce the Confidential Information for the Purpose.

3. Permitted Disclosures

- 3.1 The Recipient may disclose Confidential Information to the extent that any of the following applies:
 - (a) AT has consented in writing to such disclosure;
 - (b) the disclosure is to a Representative of the Recipient who needs to know the Confidential Information for the Purpose and the Recipient has complied with clause 2 in relation to the disclosure; or
 - (c) the disclosure is required by law.
- 3.2 In the event that the Recipient is required by law or treaty or court order or by Parliament or by any government, semi-government or other regulatory body or authority having jurisdiction over or being otherwise binding on the Recipient to disclose the Confidential Information, such disclosure may be made only after AT has been notified and has had a reasonable opportunity to oppose such disclosure on reasonable grounds and/or consult with the Recipient as to the timing and content of any such disclosure.
- 3.3 The provisions of clause 3.2 shall not affect the right of AT to institute proceedings against the Recipient for any breach of this Agreement by the Recipient. If, between the date on which the Recipient first becomes aware of the relevant disclosure requirement for the purposes of clause 3.2 and the date on which disclosure must be made, it is not reasonably practicable for the Recipient to notify AT in accordance with this Agreement then the Recipient may make the relevant disclosure to the minimum extent to avoid the Recipient being in breach of the relevant disclosure requirement but it must still give an appropriate notification to AT.



- 3.4 If the Recipient becomes aware of any unauthorised access to, or use or disclosure of, Confidential Information, or any suspected or possible breach of this Agreement (each a “**Breach**”), the Recipient must:
- (a) immediately notify AT in writing giving details of the Breach;
 - (b) do everything necessary to remedy the Breach, or to prevent the Breach, as the case may be;
 - (c) comply with all written directions from AT in relation to the Breach; and
 - (d) give AT all assistance required in connection with proceedings which AT may institute against any person for breach of confidence or otherwise.

4. Disclosure to Representatives

- 4.1 The Recipient must ensure that, before any of its Representatives are provided with or have access to Confidential Information, the Representatives are made aware of the confidential nature of the Confidential Information and the terms of this Agreement.
- 4.2 The Recipient must ensure that its Representatives do not do or fail to do anything that, if done or not done by the Recipient, would amount to a breach of the Recipient’s obligations in this Agreement.

5. Ownership

The Recipient acknowledges that the Confidential Information remains the absolute property of AT at all times. This Agreement does not convey to the Recipient or any of its Representatives any proprietary or other interest in the Confidential Information and the Recipient will not at any time dispute or contest the ownership of the Confidential Information.

6. Return and Destruction

- 6.1 If AT requests the return of the Confidential Information at any time, or if the Confidential Information is no longer required by the Recipient for the Purpose, the Recipient must immediately return to AT all material containing Confidential Information in the possession, power or control of the Recipient or any of its Representatives.
- 6.2 If requested by AT, the Recipient must give AT a written statement confirming that all material containing Confidential Information has been returned to AT or destroyed in accordance with this Agreement.
- 6.3 For the purposes of clauses 6.1 and 6.2, material containing Confidential Information includes any material created or generated by the Recipient that contains Confidential Information, material in any form of storage from which the Confidential Information can be reproduced and material in any form in which the Confidential Information is embodied or encoded,
- 6.4 This clause 6 is subject to the requirements of any laws applicable to the Recipient relating to the retention of materials containing Confidential Information.



7. Acknowledgements and Indemnity

7.1 The Recipient acknowledges that:

- (a) AT makes no representations or warranties in relation to the Confidential Information. AT will not have any liability to the Recipient resulting from the use of any information provided under the Agreement;
- (b) acts or omissions by any Representative of the Recipient in relation to Confidential Information will be deemed to be acts or omissions by the Recipient, and the Recipient will be liable for any act or omission of any of its Representatives who receives the Confidential Information where that act or omission results in a breach or deemed breach by the Recipient of this Agreement; and
- (c) damages may not be an adequate remedy for any breach of this Agreement by the Recipient and AT will be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to AT.

7.2 The Recipient shall defend, indemnify, and hold harmless AT from and against any and all damage, loss (including loss of profits), cost, liability, and expense whatsoever (including legal fees, all and any actual court costs, witness fees and expenses and all disbursements) directly incurred by reason of:

- (a) any failure by the Recipient or its Representatives to perform any covenant or observe any obligation of the Recipient set forth herein;
- (b) any breach by the Recipient or its Representatives of any representation, warranty, or covenant on the part of the Recipient contained herein; or
- (c) the negligence or wrongful act or omission of the Recipient or its Representatives.

8. Recipient Restrictions

8.1 The Recipient irrevocably undertakes and agrees that, for the period of three years after the date of this Agreement, neither it nor any of its Representatives will, directly or indirectly, whether as principal, agent, consultant, shareholder or in any other capacity, alone or in concert with any other person:

- (a) induce or endeavour to induce any person known to be a supplier of goods and/or services to AT to cease being a supplier to AT or to reduce the extent to which they make such supply; or
- (b) solicit or entice any officer, employee, manager or contractor of AT to terminate their employment by or engagement with AT, or employ or contract any such officer, employee, manager or contractor, otherwise than as a result of normal recruiting procedures that are not targeted at any particular officer, employee, manager or contractor.



9. Disputes

- 9.1 The parties will attempt to settle any disputes arising from or relating to this Agreement in accordance with this clause 9 before resorting to litigation, except where a party seeks urgent interlocutory relief.
- 9.2 A party claiming that a dispute has arisen under or relating to this Agreement will immediately notify the other party in writing specifying the nature of the dispute.
- 9.3 Immediately following receipt of the notice, and in any event within 10 Business Days, the parties will use all reasonable endeavours to resolve the dispute by discussion, consultation, negotiation or other informal means.
- 9.4 If the Dispute is not resolved by the parties within 10 Business Days of such notice, then it will be referred in writing to senior managers of each party.
- 9.5 If the dispute is not resolved by the parties within 10 Business Days of referral to their senior managers, then it will be referred in writing to the Chief Executive Officer (or equivalent) of the Recipient and a member of AT's Executive Management Team.
- 9.6 If, within 10 Business Days of referral of the dispute to a the Recipient's Chief Executive Officer and a member of AT's Executive Management Team, the parties do not agree (acting reasonably) on a dispute resolution process or if the dispute is not resolved, then either party may refer the dispute to mediation. The mediation will be conducted in terms of the Arbitrators' and Mediators' Institute of New Zealand Inc. ("AMINZ") standard mediation protocol. Failing Agreement between the parties on the appointment of a mediator within three Business Days of referral to mediation, the mediator will be selected and his/her fee determined by the President for the time being of AMINZ (or his nominee). Each party is to bear its own costs in mediation and pay half the costs of the mediation. If the dispute is not resolved within 30 Business Days of referral to mediation, then either party may resort to litigation.
- 9.7 In the event of any dispute, the Recipient must continue supplying the Services and Deliverables and performing its obligations as required by this Agreement pending resolution of any dispute, unless otherwise agreed in writing by AT.



10. Notices

- 10.1 Notices under this Agreement are to be given in writing by facsimile, personal delivery or by post and must be:
- (a) addressed to the Contact Address or the address designated in writing by each party for that purpose from time to time; and
 - (b) marked for the attention of the designated person or office holder (if any).
- 10.2 Where no such address has been designated for this purpose, notices may be delivered to the main place of business in New Zealand of the party to whom the notice is to be given.
- 10.3 A notice or communication in relation to this Agreement will be deemed to be received:
- (a) in the case of a letter, on the third Business Day after posting;
 - (b) in the case of a facsimile, on the Business Day on which it is dispatched or, if dispatched after 5.00 p.m. (in the place of receipt) on the next Business Day after the date of dispatch; and
 - (c) in the case of personal delivery, when delivered.

11. General

- 11.1 This Agreement constitutes the entire Agreement of the parties about its subject matter and supersedes any previous understanding or Agreements on that subject matter.
- 11.2 If any part or a provision of this Agreement is judged invalid or unenforceable by a court having jurisdiction, it is severed and the remainder of this Agreement will continue to operate.
- 11.3 A provision or a right under this Agreement may not be waived except in writing signed by the party granting the waiver. Other than as expressly provided in a written waiver, any waiver by either party in respect of any right provided for in this Agreement shall not be construed to be a waiver of any further or future right arising under this Agreement.
- 11.4 A party may exercise a right, power or remedy under this Agreement in its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party under this Agreement does not prevent a further exercise of that or of any other right, power or remedy.
- 11.5 This Agreement may not be varied except by Agreement in writing signed by the parties.
- 11.6 This Agreement shall be governed by and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- 11.7 This Agreement may be executed by facsimile or scanned copy delivered to the other party, and in any number of counterparts all of which will be deemed an original and together be taken as a single instrument.



Schedule 1: Specific Terms

(These Specific Terms will be read in conjunction with the attached General Terms)

Item Number	Clause Number	Details
Item 1	Contact Details: Auckland Transport	Physical address: 20 Viaduct Harbour Avenue, Auckland Postal address: Private Bag 92250, Auckland 1142 Attention: Andrew Cooper, Rail Franchise Director Email: andrew.j.cooper@at.govt.nz Telephone: +64 275 395 395
	Recipient	Physical address: Postal address: Attention: Email: Telephone: Mobile Phone:
Item 2	Purpose	Participation in the Auckland Metro Rail Franchise Procurement, including provision of informed responses / submissions at each stage of the procurement process.
Item 3	Specific Confidential Information (Refer to clause 1.1)	All information provided as part of the Auckland Metro Rail Franchise Procurement, including but not limited to the Procurement process documentation and the commercial information made available to procurement participants via the online tendering service and any other means.
Item 4	Additional Terms	The other terms relating to the providing of the Confidential Information under this Agreement will be on the General Terms as attached. In the event of any conflict these Specific Terms will prevail.