NMIT CONTRACT AND AGREEMENT MANAGEMENT PROCEDURE

MOKAMOKA WHAKAAETANGA | APPROVAL DETAILS

Section	Executive		
Approval Date	18.08.2026	**Sponsor**	Director Finance, Facilities and Risk
Next Review	01.01.2029	**Approved by**	SLT

NGĀ WHAKATIKATIKA | AMENDMENT HISTORY

Version	Effective Date	Created/ Reviewed by	Reason for review / comment
1	01.07.2026	Director Finance, Facilities and Risk	New

Te Pūtaki | Purpose

These Procedures operationalise the NMIT Contract and Agreement Management Policy (the Policy). They provide step-by-step guidance for all kaimahi and governors involved in negotiating, executing and managing agreements on behalf of NMIT.

All principles stated in the Policy apply to these Procedures.

These procedures should be read in conjunction with the Policy and the related documents listed in this manual – refer *Ngā Hononga ki Tuhinga kē | Links to other documents*

Tirohanga Whānui | Overview

These procedures apply to all agreements that commit NMIT in financial or legal terms, including but not limited to:

- Deeds, contracts and sub-contracts
- Leases and licences
- Memoranda of Understanding (MoUs) and Letters of Intent
- Research, funding and partnership agreements
- Service level agreements with third parties

Out of scope

- Individual learner enrolments
- Individual or collective employment agreements and fixed term employment agreements
- Teaching service agreements with independent contractors
- Contracts for the supply of commodified products or consumables on normal commercial terms

How to Use This Manual

This manual is structured around the full lifecycle of an agreement. Refer to the following table and use the section most relevant to where you are in that lifecycle:

If you need to...	Go to ...	Key role
Initiate a new agreement	Section 1	Initiating kaimahi / Director
Negotiate and draft an agreement	Section 2	Agreement Owner
Get an agreement signed	Section 3	Agreement Owner / Authorised Signatory
Register and file an agreement	Section 4	Agreement Owner
Manage an active agreement	Section 5	Agreement Owner / Relationship Manager
Renew, vary or terminate an agreement	Section 6	Agreement Owner
Understand roles and delegations	Responsibilities	All kaimahi

Ngā Hātepe | Procedure

1. Initiating an Agreement

Before any negotiation begins, the initiating kaimahi must confirm that the proposed agreement is appropriate, authorised and supported.

1.1 Confirming the Need

Before approaching an external party or accepting an approach from one, confirm:

1. The agreement aligns with NMIT's strategic and organisational objectives.
2. There is no existing agreement that already covers the need.
3. Budget or revenue expectations have been discussed with the relevant budget holder.
4. There is no actual or potential conflict of interest. If there is, refer to the NMIT Conflict of Interest Policy and declare before proceeding.

1.2 Assigning an Agreement Owner

Every agreement must have a nominated Agreement Owner before negotiation commences. The Agreement Owner is usually the Director, Curriculum Area Manager, or Business Support Manager whose budget or area of responsibility the agreement relates to.

The Agreement Owner is responsible for all aspects of negotiating, executing, and managing the agreement within their delegations, including:

- Ensuring the agreement is properly drafted and reviewed
- Monitoring performance and compliance throughout the agreement's life
- Ensuring revenue is invoiced and/or payments made in accordance with agreement terms
- Keeping the Contracts Register up to date
- Reviewing the agreement ahead of renewal or expiry

Tip for Agreement Owners

If you are unsure whether you are the appropriate Agreement Owner for a particular agreement, discuss with your Director or the Director Finance, Facilities and Risk before proceeding.

1.3 Confirming Delegated Authority and Thresholds

Before committing NMIT to any agreement, the Agreement Owner must confirm they hold the appropriate delegated authority under the NMIT Delegations Policy.

If the value or nature of the agreement falls outside the Agreement Owner's delegations, escalate to the relevant authorised delegate before proceeding. Do not enter negotiations that may lead to a commitment you are not authorised to make.

As a general guide (refer to the Delegations Policy for current thresholds):

- Agreements within a Director's operational budget may be signed by that Director up to their financial delegation
- Agreements above a Director's delegation require Chief Executive sign-off
- Certain categories of agreement (e.g. property leases, significant research agreements) may require Council approval regardless of value

Important: Always check the Delegations Policy

Delegation thresholds and categories are reviewed periodically. Always refer to the current version of the NMIT Delegations Policy, available on the NMIT intranet, rather than relying on memory or prior versions.

1.4 Initial Risk Assessment

All kaimahi involved in initiating an agreement are collectively responsible for identifying potential risks. At the initiation stage, consider:

Risk category	Questions to consider
Financial	What is the total financial commitment or expected revenue? Is it within budget? Are payment terms acceptable?
Reputational	Does the counterparty have a good standing? Are there any reputational risks for NMIT in being associated with them?
Legal / compliance	Does the agreement comply with NZ law and NMIT policy? Are there IP, privacy, or liability considerations?
Operational	Does NMIT have the capacity and capability to deliver its obligations? Are there dependencies on third parties?
Iwi / cultural	Does the agreement involve iwi of Te Tauihu? Has appropriate tikanga been applied in developing the relationship?

If significant risks are identified, seek advice from the Director Finance, Facilities and Risk before proceeding.

2. Negotiating and Drafting the Agreement

2.1 Using NMIT Templates

Where a pre-approved NMIT agreement template exists for the type of agreement being entered, that template must be used as the starting point. Templates are available from the Contracts Register or from the Director Finance, Facilities and Risk.

Do not materially depart from approved templates without seeking advice. If a counterparty insists on using their own agreement form, follow the guidance in Section 2.2.

2.2 Third-Party Agreements

When a counterparty proposes their own agreement form, the Agreement Owner must:

1. Review the document carefully against NMIT's standard requirements (see Section 2.3 below).
2. Identify any terms that are inconsistent with NMIT policy, NZ law, or that create undue risk.
3. Negotiate amendments to address material concerns before agreeing to proceed on the counterparty's form.
4. Where the agreement is complex, high-value, or contains unusual terms, seek legal review before signing.

2.3 Key Terms to Review in Every Agreement

Regardless of whether NMIT's template or a third-party form is used, ensure the following are addressed clearly in the agreement:

Term / clause	What to check
Parties	Correct legal names and contact details for all parties.
Scope / deliverables	Clear description of what each party will do, deliver, or provide.
Term and dates	Start and end dates, notice periods, and any rights of renewal.
Financial terms	Payment amounts, GST treatment, invoicing schedule, and consequences of late payment.
Intellectual property	Ownership of materials created. NMIT should retain rights to its own IP.
Confidentiality	What information is confidential and how it is to be protected.
Liability / indemnity	Limits on liability and any indemnities. Seek advice if NMIT is asked to provide broad indemnities.
Termination	Rights to terminate for cause or convenience, and what happens on exit (handover, data, assets).
Dispute resolution	How disputes are escalated and resolved. NZ law and jurisdiction should apply.
Privacy and records	Compliance with: • Public Records Act 2005 • Privacy Act 2020, especially where personal data is involved.

2.4 Agreements and MoU with Iwi

Agreements and MoUs with iwi, both within Te Tauihu o te Waka a Māui and nationally must be developed in a way that reflects tikanga, respect, and genuine partnership intent.

The Agreement Owner should:

- Engage early with relevant iwi representatives.
- Ensure engagement is undertaken in a way that follows appropriate tikanga.
- Seek guidance from NMIT's Director Māori and Learner Success
- Ensure the agreement reflects a genuine commitment to partnership.
- Avoid framing the agreement as a purely transactional arrangement.

2.5 Seeking Advice

Seek advice from the Director Finance, Facilities and Risk before finalising any agreement that:

- Is high-value (refer to the Delegations Policy for financial thresholds)
- Is with a new counterparty with whom NMIT has no established relationship
- Contains unusual, complex, or one-sided terms
- Involves significant IP, data, or liability exposure
- May require external legal review

3. Executing (Signing) the Agreement

An agreement is only binding on NMIT once it has been signed by an authorised signatory in accordance with the NMIT Delegations Policy.

The process below must be followed for all agreements.

STEP 1 **Final review**	The Agreement Owner reviews the final agreement to confirm it accurately reflects the terms agreed by all parties and addresses the key terms in Section 3.3. **Check**: Is legal advice required? If so, obtain it before proceeding.
STEP 2 **Identify signatory**	Confirm who has authority to sign this agreement under the NMIT Delegations Policy. The signatory must have authority for the agreement's total financial commitment (or expected revenue) over its full term. If the Agreement Owner does not have the required authority, escalate to the appropriate delegate before proceeding.
STEP 3 **Prepare for signing**	Prepare the final execution version of the agreement. Both parties should sign the same document. Ensure: (a) all blanks are completed (b) schedules and annexures are attached (c) the document version is final and agreed.
STEP 4 **Sign**	The authorised signatory signs the agreement. Where a counterpart signature is required, ensure the counterparty also executes the agreement before treating it as binding. Do not begin performing obligations under an agreement until it has been fully executed by all parties, unless a legal adviser advises otherwise.
STEP 5 **Distribute and file**	Once signed by all parties, provide the counterparty with a fully executed copy. Proceed to Section 4 to register the agreement in the Contracts Register and file the executed document.

Important: **Who can sign?**

Only persons with appropriate delegated authority may sign agreements on behalf of NMIT.

Signing outside your delegations is a serious breach of policy.

If in doubt, refer to the NMIT Delegations Policy or contact the Director Finance, Facilities and Risk.

4. Recording in the Contracts Register

All executed agreements must be entered into the NMIT Contracts Register promptly after signing. The Contracts Register is the centralised record of all NMIT contracts, agreements, and related documents.

4.1 When to Register

Register the agreement as soon as practicable after execution and no later than five working days after the date of the last signature.

4.2 Information to Record

The Agreement Owner is responsible for ensuring the following information is entered accurately into the Contracts Register:

Field	What to enter
Agreement title / reference	A clear, descriptive title.
Counterparty name	Full legal name of the other party (or parties).
Agreement type	Contract, MoU, lease, licence, sub-contract, etc.
Agreement Owner	Name and role of the responsible Agreement Owner.
Relationship Manager	Name and role (if different from Agreement Owner).
Start date	Effective date of the agreement.
End / expiry date	Date the agreement expires. If no fixed term, note that.
Renewal notice date	Date by which renewal or termination notice must be given (set a reminder).
Financial value	Total financial commitment or expected revenue over the full term (GST-exclusive).
Status	Active / expired / terminated / under renewal.
Document location	File path or link to the executed agreement in NMIT's document management system.

4.3 Filing the Executed Agreement

The signed agreement and all related documents (schedules, variations, correspondence) must be filed in NMIT's Contracts Register.

Do not retain agreements only as email attachments or on personal drives. All agreement records must be stored in NMIT's official systems to meet the requirements of the Public Records Act 2005 and the NMIT Information and Records Management Policy.

5. Managing an Active Agreement

Once an agreement is in place, the Agreement Owner and Relationship Manager are responsible for actively managing it throughout its life. Agreements should not be signed and forgotten.

5.1 Ongoing Monitoring

The Agreement Owner must monitor the agreement on a regular basis to ensure:

- NMIT and the counterparty are meeting their respective obligations
- Deliverables and milestones are being met on time
- Financial commitments and revenue expectations are being achieved
- Any issues are identified and addressed promptly

The frequency of monitoring should be proportionate to the value, complexity, and risk profile of the agreement.

5.2 Financial Management

The Agreement Owner is responsible for ensuring that financial obligations under the agreement are properly managed:

Scenario	Agreement Owner action
NMIT is to receive revenue	Ensure invoices are raised and sent in accordance with agreed terms. Follow up promptly on late payments.
NMIT is to make payments	Ensure invoices are authorised and processed in accordance with agreement terms. Verify invoices against agreed scope and pricing before approving.
Milestone-based payments	Confirm milestones have been met before approving milestone payments.

5.3 Relationship Management

The Relationship Manager (usually the Agreement Owner) acts as NMIT's single point of contact with the counterparty. Effective relationship management includes:

- Holding regular check-ins or review meetings as agreed or as the agreement warrants
- Communicating clearly and promptly on issues or changes
- Documenting significant discussions, decisions, and agreed changes in writing
- Escalating issues that cannot be resolved at the relationship management level

5.4 Variations to an Active Agreement

If either party wishes to change the terms of an active agreement, a formal variation must be prepared and executed. Verbal or informal changes to agreement terms are not acceptable.

- All variations must be in writing and signed by authorised signatories of both parties
- The Agreement Owner must confirm delegated authority before agreeing to any variation
- Once executed, the variation must be recorded in the Contracts Register and filed with the original agreement

5.5 Disputes

If a dispute arises under an agreement:

1. The Relationship Manager should attempt to resolve the issue informally with the counterparty in the first instance.
2. If informal resolution is not achieved, escalate to the Agreement Owner (if not already involved) and follow the dispute resolution process set out in the agreement.
3. If the dispute has legal or financial implications, involve the Director Finance, Facilities and Risk and seek legal advice as appropriate.
4. Do not take unilateral action to terminate or withhold payment without first seeking advice.

6. Renewal, Expiry and Termination

Agreements must not expire or be terminated without a deliberate decision by the Agreement Owner. The Contracts Register should be used to track upcoming expiry and renewal notice dates.

6.1 Approaching Expiry

The Agreement Owner should review all agreements no later than three months before expiry (or earlier if the agreement requires a longer notice period for renewal or non-renewal). At review, consider:

- Has the agreement delivered the intended benefits?
- Should the agreement be renewed, renegotiated, or allowed to expire?
- Are there any performance issues to address before renewal?
- Has the operating environment changed such that different terms may be appropriate?

6.2 Renewal

If the agreement is to be renewed:

1. Confirm delegated authority for the renewed term (the value threshold may be different if terms change).
2. Negotiate any changes to terms as required using the process in Section 2.
3. Execute the renewal using the process in Section 3.
4. Update the Contracts Register with the new term and expiry details.

6.3 Allowing to Expire

If the agreement is **not** to be renewed, ensure:

- Any required notice of non-renewal is given within the timeframe specified in the agreement
- Exit obligations are understood and planned for (handover, data return, final invoicing etc.)
- The Contracts Register is updated to reflect the expiry

6.4 Early Termination

Early termination should only occur in accordance with the termination provisions of the agreement. Before terminating:

1. Review the termination clauses carefully to confirm NMIT's rights and any notice requirements.
2. Consider whether termination is truly the best outcome or whether a variation or mediation is preferable.
3. Obtain approval from the appropriate delegate under the Delegations Policy.
4. Seek legal advice if termination is contested or involves significant financial consequences.
5. Issue written notice of termination in the form required by the agreement.
6. Manage exit obligations (transition, data, assets, final invoicing) and update the Contracts Register.

Important: Avoid inadvertent renewal or inadvertent lapse

Some agreements contain automatic renewal clauses. Check renewal dates carefully and set Contracts Register reminders. An agreement that renews when you intended it to lapse may create unwanted financial or legal obligations.

Ngā Haepapa | Responsibilities

Role	Responsibilities
Agreement Owner Usually Director, Curriculum Area Manager, or Business Support Manager	Overall accountability for the agreement lifecycle Compliance, monitoring and performance Financial management (invoicing / payments) Contracts Register maintenance
Relationship Manager Usually the Agreement Owner; may be a separate person	Single point of contact with counterparty Issue identification and escalation
Authorised Signatory Persons with financial delegations under the Delegations Policy	Signs agreements within delegated authority
Director Finance, Facilities and Risk	Policy sponsor and escalation point Advice on complex or high-risk agreements
All NMIT kaimahi	Comply with this policy and procedures Do not sign agreements without authority

Ngā Hononga ki Tuhinga kē | Links to other documents

NGĀ KAUPAPA-HERE E HANGAI ANA | RELATED POLICIES

Document	Relevance to these procedures
NMIT Contract and Agreement Management Policy	The overarching policy these procedures operationalise.
NMIT Delegations Policy	Sets financial and signing thresholds. Must be consulted before any agreement is signed.
NMIT Conflict of Interest Policy	Applies to all aspects of negotiating, signing and managing agreements.
NMIT Procurement Policy	Applies where agreements result from a procurement process.
NMIT Information and Records Management Policy	Governs filing and retention of agreement documents.
NMIT Contracts Register	The central repository for all NMIT agreement records.

TURE WHAI TAKE | RELEVANT LEGISLATION

The following legislation is relevant to contract and agreement management at NMIT. This is not an exhaustive legal reference; seek advice where specific legislative questions arise.

Contract and Commercial Law Act 2017
Crown Entities Act 2004
Education and Training Act 2020
Privacy Act 2020
Public Records Act 2005
Commerce Act 1986
Fair Trading Act 1986
Health and Safety at Work Act 2015
Official Information Act 1982

NGĀ TAPIRITANGA | APPENDICES

Appendix **Quick Reference: Agreement Lifecycle**

The table below summarises the key actions and responsible parties at each stage of the agreement lifecycle.

Stage	Key actions	Responsible	Section ref
Initiate	Confirm alignment, assign Agreement Owner, check delegations, initial risk assessment	Initiating kaimahi / Director	Section 1
Negotiate & Draft	Use templates, review key terms, seek advice for high-risk or high-value agreements	Agreement Owner	Section 2
Execute	Final review, confirm signatory authority, sign, distribute executed copy	Agreement Owner / Authorised Signatory	Section 3
Register & File	Enter in Contracts Register within 5 days, file all documents in official system	Agreement Owner	Section 4
Manage	Monitor performance, manage finances, maintain relationship, document variations	Agreement Owner / Relationship Manager	Section 5
Renew / Close	Review 3 months before expiry, renew or exit, update register, manage exit obligations	Agreement Owner	Section 6

Questions?

If you are unsure about any aspect of these procedures, contact the Director Finance, Facilities and Risk or refer to the NMIT intranet for the latest versions of the Policy, Delegations Policy, and Contracts Register guidance.