



MINISTRY OF EDUCATION

AND

Insert

Ka Ora, Ka Ako | Healthy School Lunches Programme

Ministry reference No: **[insert]**

SERVICES AGREEMENT

SERVICES AGREEMENT

AGREEMENT dated DD MM YYYY

Parties

The Sovereign in Right of the Government of New Zealand acting by and through the **Secretary for Education** or his or her duly authorised delegate, at Wellington (the *Ministry*)

Insert trading as **Insert** at Registered Office **Insert**, New Zealand, Company number **Insert**, NZBN **Insert** (the *Supplier*)

Overview

The Ministry appoints the Supplier, and the Supplier accepts the Ministry's appointment, to provide the Services and Deliverables on the terms and conditions set out in Schedule 1 (Agreement Details) and Schedule 2 (Terms and Conditions).

SIGNATURES

For Ministry of Education :
Signature:
Name:
Position:
Date:

For Insert :
Signature:
Name:
Position:
Date:

Witnessed by:
Name:
Date:

Witnessed by:
Name:
Date:

SCHEDULE 1**AGREEMENT DETAILS**

The headings in this Schedule have legal effect.

SUPPLIER'S DETAILS (Clause 16.7, Schedule 2)	Full legal name:	NZBN
	Contact name:	
	Address for Notices:	
	Email:	
	Phone:	
	Attention:	
MINISTRY'S DETAILS (Clause 16.7, Schedule 2)	Full legal name:	Ministry of Education
	Address for Notices:	PO Box 1666 Wellington 6140
	Email:	School.lunches@education.govt.nz
	Phone	
	Attention:	
SCHOOL DETAILS	The Service Provider must provide services and deliverables to the school kura as detailed in Schedule 3: For specific school kura deliverables refer to the Deliverables Form completed and signed by the School and the Supplier using the template in Schedule 5 and provided to the Ministry (Deliverables Form).	
DEFINITIONS	In this Agreement, the following terms have the following meanings unless the context requires otherwise <i>Ākonga</i> refers to students receiving meals under the Ka ora, Ka Ako programme. <i>Complex Special Diet</i> refers to a meal required due to rare allergies, medical conditions, or religious practices, as defined in Section 1.1.2 <i>DIFOT</i> refers to Delivery in Full, On time - a measure of delivery reliability.	

	<i>School kura</i> refers to any school kura participating in the Ka Ora, Ka Ako programme under this Agreement. <i>Surplus Lunch</i> refers to a complete and untouched meal left over after lunch service is finished. <i>Standard Special Diets</i> refers to the common special dietary requirements that are catered for as part of the standard lunch provision as defined in Section 1.1.1 <i>Waste</i> refers to uneaten food, packaging, and cutlery disposed of after lunch service
SERVICES	The Services that the Supplier will provide to the Ministry include: 1. Meal Provision (a) Providing a lunch service during the school term that supplies nutritious and healthy lunches in accordance with a Ministry approved menu and the frequency agreed via the Deliverables Form set out in Schedule 5 to the identified schools kura in this Agreement. (b) Ensuring lunches are delivered accurately, safely, and on time to the identified schools kura, in accordance with the Deliverables Form (Schedule 5). (c) Ensuring all aspects of the meal supply chain including production, handling, storage, and transportation comply with the requirements of the Food Act 2014. (d) Ensuring lunch packaging is plain, with no visible company logos, except where required for reusable packaging identification or allergen labelling. (e) Ensuring all meals consistently meet the Ka Ora, Ka Ako Nutrition Standards and the Ministry's Special Diets and Complex Special Diets Policy; are age-appropriate, culturally responsive, and varied for both standard and special diet meals; and are informed by ongoing ākonga feedback. (f) Accommodating the medical, ethical, and religious dietary requirements of ākonga so that no ākonga is excluded from the Programme due to their dietary or cultural needs. (g) Collaborating with the Ministry and schools kura to develop solutions for complex dietary needs of ākonga. (h) Ensuring new meal options are tested with ākonga before being added to the menu, with feedback actively collected and recorded to inform future menu development. (i) Ensuring that all Programme-related waste and surplus generated from Monday to Thursday is collected either on the same day or the following day, as specified in the Deliverables Form, for all schools kura covered by this Agreement. (j) Ensuring same-day collection of Programme-related waste and surplus following the Lunch Service on Fridays, on the day prior

to any Public Holiday, and on the final day of each school term, for all schools | kura covered by this Agreement.

- (k) Ensuring that an adaptable ordering system is available to schools | kura under this Agreement, enabling timely adjustments in response to attendance fluctuations and feedback.
- (l) Collaborating with the Ministry and schools | kura to develop and implement meal distribution solutions, where relevant.
- (m) Ensuring compliance with site-specific health and safety requirements and other relevant school | kura policies and procedures.

1.1. Special Diets

All special diets must be supported by a completed Special Diet Form (provided as a separate document to this Agreement).

1.1.1 Standard Special Diets

The Supplier must accommodate the following as part of standard lunch provisions within the agreed fixed price per meal:

- (a) The 10 most common allergies: milk products, egg, peanut, tree nut, sesame, fish, shellfish, kiwifruit, wheat and soy.
- (b) Common intolerances, including non-celiac gluten sensitivity and lactose intolerance.
- (c) Religious dietary requirements.
- (d) Ethical dietary requirements, noting that vegetarian and vegan diets may also fulfil religious practices.

1.1.2 Complex Special Diets

The Supplier must notify the Ministry and the relevant school | kura at the time of the request if they cannot meet specific complex dietary requirements.

Additional funding may be available to support the preparation of a complex special diet meal. Contact your Ministry contact for further guidance.

Complex Special Diets include:

- (a) Rare or multiple food allergies (three or more)
- (b) Diagnosed intolerances (other than gluten and lactose intolerance)
- (c) Medically prescribed diets*
- (d) Pregnant and breastfeeding ākonga

- (e) Ākonga with sensory aversions due to medical conditions or disabilities
- (f) Complex religious dietary requirements *Note: Ākonga whose medically prescribed diets are funded elsewhere e.g. Te Whatu Ora, are outside of the scope of Ka Ora, Ka Ako.

2. Service Delivery and Reliability

The Services will include:

- (a) Developing delivery schedules in collaboration with schools | kura to minimise disruption to school | kura operations.
- (b) Ensuring on-time, in-full delivery of lunches with tracking and alert systems in place to support reliability and transparency.

3. Sustainability, Waste and Surplus Management

The Supplier will provide the following services to support environmental responsibility and efficient surplus handling under the Ka Ora, Ka Ako programme:

- (a) Managing all Programme-related waste and surplus, including food and packaging, with prompt removal from schools | kura, as agreed in the Deliverables Form
- (b) Using reusable, recyclable, or certified compostable packaging wherever feasible, with exceptions documented and justified.
- (c) Minimising use of non-recyclable packaging, plastic wrap, and single-use items, and ensuring packaging is plain with no visible company logos except for reusable identification.

The Supplier will collaborate with schools | kura to:

- (a) Gather feedback to improve lunch uptake and adjusting orders to align with expected attendance.
- (b) Minimise food and packaging waste through menu planning and appealing meal options.
- (c) Maintain a mutually agreed waste and surplus management plan with the Ministry, including minimisation targets.
- (d) Align waste practices with Te Rautaki Para, the Ministry for the Environment's national waste strategy.
- (e) Implementing effective recycling and composting processes for meal preparation waste, including paper, cardboard, metals, plastics (#1, 2, 5), and food scraps.

- (f) Operating collection and sorting systems to ensure proper recycling, resource recovery, or waste reduction.
- (g) Demonstrate a proactive approach to reducing food and packaging waste across the supply chain.
- (h) Implement strategies to minimise surplus meals.
- (i) Handling food waste through composting or animal feed unless otherwise specified in the Deliverables Form.

4. Governance and Continuous Improvement

The Supplier will provide the following services to support programme oversight, responsiveness, and ongoing improvement under the Ka Ora, Ka Ako programme:

- (a) Participating in regular governance and review meetings with the Ministry to assess performance, risks, and opportunities for improvement.
- (b) Maintaining a feedback mechanism for schools| kura and ākonga.
- (c) Gathering and analysing feedback from schools
- (d) Supporting Ministry-led mandatory surveys and engagement activities to evaluate programme impact and satisfaction.
- (e) Responding to feedback and complaints in a timely and constructive manner, including resolution tracking and timely follow-up.

5. Business Continuity and Contingency Planning

The Supplier will provide the following services to ensure resilience, preparedness, and continuity of lunch provision under the Ka Ora, Ka Ako programme:

- (a) Developing and maintaining a Business Continuity Plan (BCP) outlining how lunch services will be maintained during disruptions such as natural disasters, supply chain issues, or staff shortages.
- (b) Identifying and managing risks that could impact service delivery, including mitigation strategies and escalation protocols.
- (c) Notifying the Ministry immediately of any event or risk that may affect the Supplier's ability to deliver lunches as required by the Ministry.
- (d) Participating in Ministry-led risk reviews or emergency response planning sessions as required

6. Performance and Feedback

The Services will include:

	(a) Participating in regular performance reviews with the Ministry to assess service quality, delivery reliability, and responsiveness to feedback. (b) Maintaining systems to collect, analyse, and respond to feedback from schools kura and ākonga. (c) Implementing improvements based on feedback and performance data, including adjustments to menus, delivery logistics, and communication practices. (d) Supporting Ministry-led evaluation activities, including surveys, interviews, and data collection to assess programme outcomes. 7. Issue and Resolution Management The Supplier must report any incidents or issues to the Ministry that relate to, or affect, the Services or this Agreement, particularly in the following areas: (a) Significant health and safety events (b) Food safety issues (e.g. investigations at Supplier premises, failed food verification audits) (c) Food contamination (e.g. foreign objects, pests) (d) Food quality concerns (e.g. burnt, frozen, uncooked, or unpalatable meals) (e) Special diet production or labelling errors (f) Media or reputational events involving the Supplier or the Programme (g) Both parties agree to act in good faith throughout any issue notification or escalation process to resolve issues promptly and constructively.
DELIVERABLES	1. Meal Provision The Deliverables will include: (a) Provision of hot and/or cold meals that meet agreed nutritional and dietary standards, including the Ka Ora, Ka Ako Nutrition Standards and Ministry dietary policies. (b) An allergen management plan covering the top 21 common allergens (as per MPI guidance <i>A guide to allergen labelling – Knowing what's in your food and how to label it</i>) and other standard dietary accommodations. Records of meal testing and feedback, and menu adaptation. (c) Records of meal testing, ākonga feedback, and resulting menu adaptations. (d) Weekly menus demonstrating variety, cultural responsiveness, and alignment with agreed pricing

- (e) An adaptable ordering system that responds to school | kura roll changes and feedback.
- (f) Site-specific health and safety plans (where applicable), including compliance with the Children's Act 2014.
- (g) Provision of meals to schools | kura under this agreement.
- (h) A Registered and verified Food Control Plan with MPI or an approved verifier (e.g., local council).

2. Service Delivery and Reliability

The Deliverables will include:

- (a) Delivery schedules developed in collaboration with schools | kura developed in collaboration with schools | kura to minimise disruption to school | kura operations.
- (b) Real-time tracking and alert systems to monitor delivery performance and support transparency.

3. Sustainability, Waste and Surplus Management

The Deliverables will include:

- (a) A waste and surplus management plan (reviewed annually), aligned with Te Rautaki Para and agreed with each school | kura.
- (b) Packaging compliance reports, including documentation of any exceptions, submitted at the frequency agreed in this Agreement.
- (c) Evidence of the current destination of programme-related waste (including food scraps and single-use items), as outlined at kaorakaako.education.govt.nz.
- (d) Carbon emissions data and reports, including emissions from purchased food and single-use items used in the lunch service.

4. Governance and Continuous Improvement

The Deliverables will include:

- (a) Documentation of feedback mechanisms, including termly engagement with ākonga and schools | kura.
- (b) Support for the Ministry's programme evaluation through data collection and reporting.
- (c) Provision of other information as reasonably requested by the Ministry to support programme operation and improvement.

5. Business Continuity and Contingency Planning

The Deliverables will include:

- (a) A current Business Continuity Plan and alternative supply arrangements to ensure uninterrupted service.

	(b) A system for risk, incident, and issue reporting, including immediate notification (within 2 hours) of food safety, quality, or reputational issues. 6. Performance and Feedback The Deliverables will include: (a) A scorecard with termly updates to monitor service levels, responsiveness, and continuous improvement. 7. Issues and Resolution Management The Deliverables will include: (a) A documented issue reporting system that enables timely notification to the Ministry of incidents affecting the Services or this Agreement. (b) Records of all reported incidents, including categorisation (e.g. food safety, contamination, reputational risk), time of notification, and resolution status. (c) Evidence of good faith engagement with the Ministry during issue resolution, including correspondence and agreed actions. (d) Immediate notification (within 2 hours) of significant health and safety events or food safety incidents, including contamination or allergen errors. (e) Summary of media or reputational events involving the Supplier or the Programme, including mitigation actions.
SERVICE LEVELS (Clause 3.1(b), Schedule 2)	Services Levels The Service Provider must: (a) Meet or exceed service levels detailed in Schedule 4
GENERAL OBLIGATIONS	In providing the Services and Deliverables and as necessary for the provision of the Services and Deliverables, the supplier will: (a) Provide, at its own cost, all equipment, tools, materials and other resources necessary for the provision of the Services and Deliverables; (b) Pay all Supplier's Personnel involved in delivery of the Services and Deliverables, no less than the then current 'Living Wage' as published www.livingwage.org.nz (c) Take full responsibility for the performance of all tasks and activities necessary to provide the Services and Deliverables in accordance with this Agreement, other than tasks or activities specifically identified as being the Ministry's responsibility. (d) Ensure compliance with all applicable laws, including but not limited to the Food Act 2014, the Health and Safety at Work Act 2015, and the New Zealand Government Supplier Code of Conduct.

	(e) Comply with all reasonable directions, including any operational guidance relating to the Ka Ora, Ka Ako programme, given by the Ministry from time to time. (f) Ensure all personal information collected, including data collected for dietary requirements, under this Agreement is handled in accordance with the Data Privacy and Protection clause in Schedule 2																		
MEETING REQUIREMENTS	Meetings and Reviews The Supplier will participate in the following meetings and reviews: <table border="1"> <tr> <td>Meeting</td><td>Operational Meeting</td></tr> <tr> <td>Purpose</td><td>Address operational details and school-specific coordination</td></tr> <tr> <td>Participants</td><td> • Supplier • School/Kura • Ministry representative (Senior Advisor and /or Service Delivery Manager) </td></tr> <tr> <td>Key Focus Area</td><td> • Service adherence • ākonga feedback • menu updates • lunch orders • waste/surplus minimisation. • operational continuity • issue/risk/action review </td></tr> <tr> <td>Frequency</td><td>At least once per term</td></tr> <tr> <td>Responsible for Initiating meeting</td><td>Supplier</td></tr> </table> <table border="1"> <tr> <td>Meeting</td><td>Supplier Review Meeting</td></tr> <tr> <td>Purpose</td><td>Assess service delivery performance and review risks</td></tr> <tr> <td>Participants</td><td>Supplier Relationship Manager</td></tr> </table>	Meeting	Operational Meeting	Purpose	Address operational details and school-specific coordination	Participants	• Supplier • School/Kura • Ministry representative (Senior Advisor and /or Service Delivery Manager)	Key Focus Area	• Service adherence • ākonga feedback • menu updates • lunch orders • waste/surplus minimisation. • operational continuity • issue/risk/action review	Frequency	At least once per term	Responsible for Initiating meeting	Supplier	Meeting	Supplier Review Meeting	Purpose	Assess service delivery performance and review risks	Participants	Supplier Relationship Manager
Meeting	Operational Meeting																		
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Frequency	At least once per term																		
Responsible for Initiating meeting	Supplier																		
Meeting	Supplier Review Meeting																		
Purpose	Assess service delivery performance and review risks																		
Participants	Supplier Relationship Manager																		

		Ministry representative (Commercial Team and / or Senior Advisor / Service Delivery Manager)
	Key Focus Areas	Service Level achievement, delivery quality, waste, nutrition, stakeholder feedback, BCP validity, issue/risk/action review
	Frequency	At the end of every term (unless otherwise agreed)
	Responsible for Initiating meeting	Ministry
REPORTING REQUIREMENTS	The Supplier will provide the following certification, documentation and report to the Ministry, either as requested, required, or specified: Certification and Compliance Documentation To be provided prior to the commencement of the contract: • Food Control Plan certificate. • Copy of Food Control Plan and any recent verification audit reports • Confirmation of Food Control Plan Verifier • Health and Safety Plan (current) • Copy of Certificate of Insurance(s) • Business Continuity Plan • Surplus Management Plan • Waste Management Plan To be provided upon request: • Living Wage Compliance Report • Evidence of Safety Checks (Children's Act 2014) Weekly Snapshot Report: To include: • Total Number of schools kura supplied • Total number of meals supplied	

- Weekly number and percentage of surplus meals number by school | kura
 - Weekly Delivery in full and on time (DIFOT) percentage for all schools | kura under this Agreement
 - Number of deliveries late or missed with reason
- Percentage of meal alignment to menu, noting reason for non-alignment
- Number and detail of any food safety incidents

Regular Reporting:

Report Name	Frequency	Description
Menu Submission	Termly	Submitted 3 weeks prior to term start; includes menu variety and compliance for each school
Waste Measurement Report	Weeks 3 & 5 each term	Measurement of food and packaging waste per school kura
Packaging Compliance Report	Termly	Documents use of approved packaging and any exceptions across school
Waste Destination Evidence	Termly	Confirms destination of programme-related waste from school
Carbon Emissions Report	Annual	Includes emissions from purchased food and single-use packaging used in school kura
Stakeholder Feedback Summary	Termly	Summarises feedback from school kura
Complaints Log	As requested,	Includes nature of complaint, resolution status, and time to resolve for each school kura
Incident Notification Report	As incidents occur	Immediate notification of significant food safety incident.

			Submitted within 2 hours for food safety, contamination, labelling or health and safety events. Includes nature of incident, affected school kura			
	Risk Register or Summary	As requested,	Includes identified risks, mitigation actions, and status updates relevant to school kura			
	Incident Notifications (BCP)	As needed	Immediate notification of any disruption to service delivery affecting school kura			
	Reporting of any other information reasonably requested by the Ministry to support the Programme.					
KEY PERSONNEL (Clause 4.2, Schedule 2)	The Supplier's Relationship Manager will: 1. Serve as the primary point of contact with the Ministry and the School kura. 2. Have primary responsibility for establishing and maintaining an effective, proactive business relationship and work collaboratively in partnership with the Ministry under this Services Agreement. 3. Respond to School communication requests and notifications within one Business Day. Any change in the Supplier's Relationship Manager must be notified to the Ministry and school kura in writing.					
	<table><tr><th>Key Personnel</th><th>Role Description</th></tr><tr><td></td><td>Supplier's Relationship Manager</td></tr></table>			Key Personnel	Role Description	
Key Personnel	Role Description					
	Supplier's Relationship Manager					

CHARGES (Clause 6.1, Schedule 2)	Ordering and Charges The Ministry will ensure that orders are submitted by schools kura using the approved Supplier nominated ordering system. Any substantive changes or changes impacting non-standard provision are require at least 10 Business Days' notice to the Supplier noting Supplier will implement changes as soon as reasonably practicable wherever possible. Best endeavours will be used to accommodate minor changes, such as standard meal provision for a new student as is needed within the change window. A fixed price of \$XX (ex GST) per delivered standard provision lunch. The fixed price is based on the number of lunches forecasted from school rolls provided to the Supplier by schools kura in the prior term or other agreed frequency. Additional payment or rate adjustments may also be considered and advised by the Ministry (Subject to the Ministry's Special Diets and Complex Special Diets Policy) for provision of Complex Special Diets. Total Charges Payable – Standard Costs Total charges payable will be calculated based on the following standard costs: (Price per ākonga x no. of lunches of each type and year group ordered by the school kura and provided per day) + (delivery charges as specified) + GST Background to charges and adjustments The number of lunches provided and charged may not exceed total roll numbers without prior approval from the Ministry. Lunches must be able to be delivered to participating schools kura on each available school day.
INVOICING (Clause 6.3, Schedule 2)	The Supplier is to invoice by School the Charges each fortnight for Services and Deliverables provided during the previous fortnight. Each invoice is to provide a breakdown of the following for the invoice period including: (a) Number of Standard provision lunches for year 0-3 and 4-6 students (b) Number of Standard Special Diet lunches for year year 0-3 and 4-6 students (c) Number of Complex Special Diet lunches for year 0-3 and 4-6 students (d) Number of teachers only days, EOTC events, roll changes notified by the school or kura.

PAYMENT TERMS (Clause 6.4, Schedule 2)	Within 10 Business Days from receipt of an accurate invoice.
EXPENSES (Clause 6.6, Schedule 2)	No reimbursement of expenses
COMMENCEMENT DATE (Clause 9.1, Schedule 2)	DD MM YYYY
EXPIRY DATE (Clause 9.1, Schedule 2)	DD MM YYYY
FURTHER TERM (Clause 9.1, Schedule 2)	Not applicable.
TERMINATION FOR CONVENIENCE (Clause 9.2, Schedule 2)	9(2)(b)(ii)
SUPPLIER'S LIABILITY AMOUNT (Clause 10.2, Schedule 2)	Supplier has the following Minimum insurance in place for the Term of this Agreement: Supplier's liability: Insert \$
INSURANCE (Clause 11.1, Schedule 2)	Supplier has the following insurances in place for the Term of this Agreement: Public liability: Insert \$

SCHEDULE 2

Terms and conditions

Terms and Conditions v 2_2022_TM have been provided as a separate document.

Proactively Released

SCHEDULE 3

Schools | Kura included in this Agreement

Proactively Released

SCHEDULE 4**Service Levels**

Below are the Service Levels, performance measures and success indicators that are applicable for the Services. Additional Service Levels and Performance Measures may be agreed from time to time.

Service Area	Performance Measure	Target	Monitoring Frequency	Measurement
Meal Provision	Meals meet nutritional and dietary standards	9(2)(b)(ii)	Termly	Results of meals assessed per term.
	Satisfaction		Termly Termly	Analysis of Survey results and recorded feedback
	Allergen management in place and effective		Termly	Audit of allergen management plan and meal records
	Menu variety and cultural appropriateness	Weekly menu rotation with feedback integration	Termly	Review of weekly menus and documented ākonga and school kura feedback
	Complex dietary needs addressed or escalated	9(2)(b)(ii)	As required	Audit of response within 2 Business days of request
	Ordering system responsiveness	Adjustments made within 10 Business days of roll change or feedback	Termly	Audit of ordering system logs and change records of adjustments within 10 Business Days of roll change or feedback
	Health and safety compliance	Site-specific plans in place and up to date	Annually or upon change	Audit to verify health and safety documentation is in place and up to date
	Food Control Plan registration	Valid MPI or council verification maintained	Annually	Confirmation of registration certificate and verification status
Service Delivery and Reliability	On-time, in-full delivery (DIFOT)	9(2)(b)(ii)	Weekly reporting, termly review	Audit of weekly delivery reports and term summary

	Delivery errors (e.g., missing, late)	9(2)(b)(ii)	Weekly reporting, termly review	Audit of error logs and delivery audit reports
	Real-time tracking and alerts operational		Ongoing	Audit of system functionality checks and delivery logs
Sustainability, Waste and Surplus Management	Surplus lunches	9(2)(b)(ii)	Weekly reporting, termly review	Audit of weekly surplus count and term analysis
	Waste management plan implementation		Annually	Review waste management plan and implementation records
	Waste Management Compliance	9(2)(b)(ii)	Termly	Waste management plan audit to meet requirements
	Packaging compliance		Termly	Packaging audit and compliance reports to meet requirements
	Waste Measurement Report		Termly	Review submitted waste measurement reports to meet requirements
	Carbon reduction reporting	Carbon emission reporting to be collected annually	Annually	Compliance to carbon reduction reporting to meet requirements
Governance and Continuous Improvement	Participation in governance meetings	100% attendance at scheduled governance meetings	Termly	Attendance records and meeting minutes
	Termly feedback collection from schools kura and ākonga	9(2)(b)(ii)	Termly	Submission of feedback forms/ surveys; summary reports Review of feedback logs and response actions
	Continuous improvement actions implemented		Termly	Documented in termly reports / scorecard
	Annual stakeholder survey		Annual	Annual stakeholder survey
Business Continuity and Contingency	Business Continuity Plan		As incident occur	Review of incident logs and BCP activation records

SCHEDULE 5**Deliverables Form Template****Ka Ora, Ka Ako | Healthy School Lunches Programme****Purpose:**

The purpose of this document is for the school | kura and Supplier to discuss and agree service deliverables specific to the school | kura.

Process:

Once the document has been completed by both parties, the Supplier will send a signed copy to the Ministry representative for review. Please note the Ministry representative may come back with questions or suggestions if the deliverables are out of scope or misalign to the Supplier's Services Agreement.

Note: This document is not a separate contract and, once completed and signed by the school | kura and supplier, it forms part of the Services Agreement signed by the Ministry and the Supplier for supply of lunch services to the named school | kura.

Please use the Deliverables Guide (provided as a separate document) to support you with completing the Deliverables Form.

School | kura Details

School kura name	[To complete]
School kura ID	[To complete]
Region and Area	[To complete]

School | kura representative contact information

	Name	Role within School	Contact number	email
Primary contact				
Secondary contact				
Emergency/ alternative contact				

Supplier representative contact information

	Name	Role within School	Contact number	email

Primary contact				
Secondary contact				
Emergency/ alternative contact				

Key information				
Date	insert first day of term (start date) and last day of term (end date)		☐ Term 1 ☐ Term 2 ☐ Term 3 ☐ Term 4	Start Date End Date
School closure dates – no meals to be delivered	Insert dates by term: Term 1 Term 2 Term 3 Term 4			
Number of meals required (total per day)	Year	Standard meals	Standard Special Diet Meals	Complex Special Diet meals
	0 - 3	Insert number	Insert number and details	Insert number and details
	4 - 6	Insert number	Insert number and details	Insert number and details
Days	Meals will be delivered on the following days: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday			
Lunch time	Lunch is served at [insert time]			

DELIVERABLES

Please use the Deliverables Guide attached to this document to help guide you through completing the deliverables. Our expectation is that the Deliverables will be in the template below and jointly agreed between the school | kura and supplier. The Ministry will provide advice and support to ensure they are clear and in line with Ka Ora, Ka Ako Agreements, and expectations.

1. Starting the programme:		
Considerations and actions that need to be made before lunch deliveries can commence.		
	School/kura Commitments	Supplier Commitments
1.1 Tikanga and Kawa	Any tikanga and/or cultural and/or religious customs that the supplier needs to be aware of and honour to support the kaupapa of the school kura: <i>[for example: to support Māori medium kura understanding where English can and cannot be spoken, not placing meals on the ground, not placing items not for the table on a table, how kai is prepared etc]</i> [List details here]	Any tikanga and/or cultural and/or religious customs that the supplier needs the school to be aware of and honour to support the Kaupapa of the school kura: [List details here]
1.2 Health and Safety	The school kura will provide the supplier with the relevant school kura health and safety policies	The supplier agrees to adhere to the listed school kura health and safety policies: [List details here]
1.3 Communication	The school kura will respond to supplier communication requests and notifications within [insert] Business Day. The school kura and supplier have agreed on how the school kura will communicate, including acknowledging notifications. <i>E.g. Text message, email, online, phone call.</i> [List details here]	The supplier will respond to school kura communication requests and notifications within [insert] Business Day. [List details here]
1.4 Other Relevant Food or Environmental Programmes in the School kura	[List details here]	[List details here]

1.6 Order Details	The school kura is required to inform the Supplier of agreed ākonga orders at least every 10 Business days, or more frequently as agreed: [List agreed frequency here] The school kura is required to inform the Supplier of any roll increases or decreases and expected attendance within [insert timeframe] <i>[Note that order numbers may be lower but not exceed the school kura roll and should be based on the most up to date information available.]</i> The school kura and supplier have agreed on how the school kura inform the supplier of changes. <i>E.g. Text message, email, online, phone call.</i> [List details here]	The supplier will supply and make any changes to the required number of lunches to the school based on the updated information provided within the agreed timeframes
1.5 Satellite Class Arrangements	The school kura is responsible for providing details of any Special Education Units or Alternative Education sites that may be located on site (at your school) or at another location. [List details here]	The supplier is responsible for ensuring that a separate deliverables form is completed for any location outside of the main school site. Prior to delivery this must be confirmed with the Ministry if in addition to the host school roll.
1.6 Standard Special Diets	The school kura will identify all known standard special dietary requirements of enrolled ākonga and inform the Supplier at least 10 Business days before the start of each school term. The school kura will inform the supplier of any order increases or decreases of Standard Special Diets as required as soon as possible after any changes and will be subject to affect no later than 10 Business days after informing the supplier.	The Supplier is responsible to ensure ākonga orders and requirements are met and correctly and clearly labelled with needs of Standard Special Diet ākonga. [list discussion process/outcomes and how you are going to differentiate special diets from the other lunches here] The supplier will acknowledge receipt of any order increases or decreases of Standard Special Diets within [1] Business Day of receiving notice from the school kura. The supplier will make changes to orders within at least 10 Business days of being notified by the school kura
1.7 Complex Special Diets	The school kura will identify all known Complex Special Dietary requirements of enrolled ākonga, using the Special Diets Form and inform the Supplier at	The supplier will provide the school kura the Ministry Special Diets Form for completion by ākonga/caregivers (if applicable).

	least 10 Business days before the start of each school term. The school kura will provide the necessary support required for the supplier to ensure dietary requirements are understood. The school kura will identify all known Complex Special Diet requirements of enrolled ākonga and inform the Supplier at least 10 Business days before the start of each school term. The school kura will inform the supplier of any order increases or decreases of Complex Special Diets as required as soon as possible after any changes and will be subject to affect no later than 10 Business days after informing the supplier.	The Supplier may request a discussion with ākonga and/or whānau to understand the unique requirements. If any Complex Special Diets are required, the supplier will advise their Ministry Representative if they are able to provide lunches to meet the needs. <i>[Note that additional funding may be requested to meet Complex Special Diet needs.]</i> The Supplier is responsible to ensure ākonga orders and requirements are met and correctly and clearly labelled with needs of Complex Special Diet ākonga. <i>[list discussion process/outcomes and how you are going to differentiate special diets from the other lunches here]</i> The supplier will acknowledge receipt of any order increases or decreases of Standard Special Diets within [1] Business Day of receiving notice from the school kura. The supplier will make changes to orders within at least 10 Business days of being notified by the school kura
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2. Delivery of lunches: that meet the nutritional and food safety requirements

	School kura Responsibilities	Supplier Responsibilities						
2.1 Delivery Details	The school kura will assist with the access to the school kura site by providing the following keys / codes/ maps: <i>[List details here]</i> The school kura will be responsible for the distribution of lunches to ākonga.	The supplier will deliver lunches: - To <i>[state location here]</i> - In the following Serving Style(s) <table> <tr> <th></th><th>Hot meals</th><th>Cold meals</th></tr> <tr> <td>Classroom containers – packaged into containers for each classroom</td><td>☐</td><td>☐</td></tr> </table>		Hot meals	Cold meals	Classroom containers – packaged into containers for each classroom	☐	☐
	Hot meals	Cold meals						
Classroom containers – packaged into containers for each classroom	☐	☐						

		<table border="1"> <tr> <td>Grab and go – collected by ākonga from one or multiple locations</td><td>☐</td><td>☐</td></tr> <tr> <td>Buffet/Whānau Style – sharing platters by class or together within a centralised hub</td><td>☐</td><td>☐</td></tr> <tr> <td>Other (please specify)</td><td>☐</td><td>☐</td></tr> </table> The supplier will provide the school with the menu for each term two weeks prior to beginning of the following term.	Grab and go – collected by ākonga from one or multiple locations	☐	☐	Buffet/Whānau Style – sharing platters by class or together within a centralised hub	☐	☐	Other (please specify)	☐	☐
Grab and go – collected by ākonga from one or multiple locations	☐	☐									
Buffet/Whānau Style – sharing platters by class or together within a centralised hub	☐	☐									
Other (please specify)	☐	☐									
2.2 Transit Packaging	The school kura will ensure all packing is returned to the supplier for collection as agreed.	The supplier will deliver lunches: [state which containers; containers supplied by the supplier]									
2.3 Timings	The lunch break is at [time] with lunches to be served at [time]	The supplier will deliver Lunches between [earliest time] and [latest time]. <i>NOTE: if the delivery time differs for hot and cold meals to maintain the appeal, appearance, and safety of the food please note both times</i>									
2.4 Food Safety	Describe how the food will be kept safe until lunch service. e.g. the school has fridges available to hold food until lunch time	Describe how the food will be kept safe until lunch service. E.g. the supplier will provide refrigeration or a freezer for early deliveries etc.									

3. Post-Delivery: Surplus and Waste Management

	School kura Responsibilities	Supplier Responsibilities
3.1 Waste Management arrangements for the following: Food Waste Recycling Packaging Waste General Waste	The school kura will support the supplier to collect and remove waste as agreed. [state way School kura is to support]	The Supplier is responsible for the management and collection of waste from Schools kura, ensuring no programme related waste is left at sites. [details of programme waste collection]

3.2 Surplus Lunches Surplus lunches are any untouched, unopened lunches	The Supplier is responsible for the collection of surplus lunches. The school kura will support the Supplier in the following way: [state way School kura is to support]	The Supplier is responsible for the collection of surplus lunches. The collection of surplus will include: [state agreement here e.g. putting surplus in school kura fridges or a collection point if appropriate to maintain food safety]
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4. School Closures:		
	School kura Responsibilities	Supplier Responsibilities
4.1 School kura Closures Including: Teacher Only Days, Accord Days, and industrial action	The school kura will provide an up-to-date calendar of the academic year no later than day 1 Term 1 The school kura will notify the supplier no later than 10 Business days in advance of when there is a partial or full school kura closure, a teacher only day, accord day or industrial action affecting the school kura. In the event sufficient notice is not provided, the school kura will be responsible for The management of any resulting surplus and waste and be liable for the cost of the lunches	The supplier will acknowledge receipt of any order increases or decreases of Standard Special Diets within [1] Business Day of receiving notice from the school kura. The supplier will make changes to orders within 10 Business days of being notified by the school kura
4.3 Education outside the classroom events EOTC e.g. Class Trips or School kura Camp Note: there is NO expectation on the supplier to provide for EOTC events and is added extra and only if achievable. Note: there is an expectation for notice to be provided at least 10 Business days in advance	The school kura will give at least 10 Business days' notice to the supplier that there will be a change in numbers due to these absences. Any Additional costs incurred for these events must be agreed in writing by the Ministry or will be paid for by the school kura	The supplier will confirm with the school within 1 Business Day if they are able to provide lunches for EOTC. Any additional costs incurred must be agreed in writing with the Ministry prior to the event.
4.4 Use of School kura Grounds or Facilities (if applicable) <i>E.g., Ground lease / Building lease / Shared</i>	The school kura has agreed to allow the supplier to occupy or use school kura facilities or grounds. [List details here]	The supplier has agreed to the following in relation to the occupation or use of school kura facilities or grounds. [List details here]

Use License to Occupy, Rental rate.	<i>Note: Any agreement must be documented in a Ministry licence to occupy contract. schools kura should refer to their MoE Property Advisor for support.</i>	
4.5 School kura Supplier Meetings	The school kura and supplier have agreed to have a discussion at least once per term to discuss the lunches and any improvements that could be made. This could include: • what is Business well and what can we do together to improve. • daily operations, • menus, uptake of lunches and any ākonga feedback. • lunch orders including any upcoming school kura closures, teacher only days, accord days and education outside of the classroom dates.	The school kura and supplier have agreed to have a discussion at least once per term to discuss the lunches and any improvements that could be made. This could include: • what is Business well and what can we do together to improve. • daily operations, • menus, uptake of lunches and any ākonga feedback. • lunch orders including any upcoming school kura closures, teacher only days, accord days and education outside of the classroom dates.

SIGNATURES

For [insert School Kura name]:
Signature:
Name:
Position:
Date:

For [Insert Supplier organisation]:
Signature:
Name:
Position:
Date: