



Request for Quotes – Head of State Residence Concept Design Report

The Cook Islands Investment Corporation is inviting quotes to prepare the conceptual designs for the Official Residence for the Head of State.

This assignment is expected to be carried out by a Senior Architect and supported by an engineering team.

The details of the work required is contained in *Attachment One, Terms of Reference*.

Deadline for submission of quotes:	4.00pm (CI Time) Monday 2 October 2023
Indicative contract start date:	November 2023

Conditions of Quotation

1. Contents of this RFQ

This RFQ consists of:

- Conditions of Quotation
- Attachment 1: Terms of Reference
- Attachment 2: Assessment Criteria
- Attachment 3: Pricing Template
- Attachment 4: Conflict of Interest Declaration
- Attachment 5: Draft Contract

2. Communications regarding this RFQ

All correspondence and questions relating to this RFQ must be in writing via email and directed to the Nominated Contact:

Amber Numanga
Asset Development Division
Cook Islands Investment Corporation
Email address: amber.numanga@cookislands.gov.ck

During the RFQ period, respondents must not contact any CIIC staff member in relation to this RFQ, or any other person associated with the RFQ, other than the person listed above. Unauthorised contact may invalidate you from the RFQ process.

3. Notices to this RFQ

Notices to this RFQ, if/when issued, will be circulated by email to the Panel. Quotes received from respondents must acknowledge receipt of all Notices issued, or may not be considered.

4. Quote contents

Quotes must comprise of the following information:

1. Summary proposal covering:
 - Overview of team composition, roles & responsibilities, and CVs for key personnel
 - Methodology outlining the proposed approach the assignment and timelines
 - Profiles of similarly completed design work.
2. A completed Pricing Template, and
3. A completed Conflict of Interest Declaration



All quotes must be firm offers and may not be withdrawn for a period of 60 calendar days following the deadline for submission of quotes.

CIIC requires that all quotes conform to these *Conditions of Quotation*, and reserves the right to reject any non-conforming quote.

5. Submission of Quotes

Quotes must be received by the deadline specified on the front page of this RFQ, or it may not be considered.

Quotes must be submitted in electronic format only **as a single file in pdf format** (or otherwise in a format compatible with Microsoft Office).

Quotes must be submitted by email to amber.numanga@cookislands.gov.ck

Please ensure that the total size of the required documents and your email is **under 10 megabytes**. Any email exceeding the 10MB limit may not be accepted by our mail server and will be rejected.

6. Confidentiality

Respondents are advised that CIIC is subject to the Official Information Act 2008. Respondents should mark their quotes "Commercial - In Confidence" if they wish to protect specific information. CIIC will treat all quotes in confidence. CIIC cannot, however, guarantee that information marked as Commercial – In Confidence can be protected if CIIC receives a request for information under the OIA.

7. The RFQ Process

Each respondent shall examine, or be deemed to have examined, the Conditions of Quotation, Terms of Reference and Assessment Criteria and any other information supplied by CIIC in writing.

In submitting a quote in response to this RFQ, the respondent accepts and agrees to be bound by these Conditions of Quotation.

All costs of preparing and submitting the quote shall be borne by the respondent.

CIIC reserves the right to change, suspend, cancel or reissue this RFQ, or the contents of the RFQ documentation at any time.

CIIC shall have no liability for any information it provides, or for any cost or loss to any respondent, in the event that this RFQ is cancelled, suspended, changed or reissued.

CIIC reserves the right to negotiate without restriction with respondents after the close of the RFQ on any matter contained in the quote, without disclosing this to any other person.

CIIC reserves the right to accept or reject any, or all quotes, and to cancel the RFQ process, at any time, thereby rejecting all quotes, prior to any contract being awarded.

8. Evaluation of Quotes

Quotes will be assessed against the criteria outlined in Attachment 2: Assessment Criteria.

CIIC reserves the right to clarify or request additional information from any respondent before accepting any quote and to implement additional processes to evaluate the quote.

The lowest priced quote, or any quote, will not necessarily be accepted.

Each respondent shall be notified in writing as to whether or not it has been selected as the preferred quote as soon as possible. No quote shall be deemed to be shortlisted unless and until the respondent has been notified by CIIC in writing.

CIIC reserves its absolute discretion in the evaluation and selection process.



9. Subject to Contract

Quotes are submitted on the basis that no binding legal relations with CIIC are created unless and until a formal written contract is signed by both CIIC and the successful respondent.

The acceptance by CIIC of any quote, whether with or without negotiation, or the negotiation with an unsuccessful respondent, shall not create binding legal relations between CIIC and the party whose quote has been accepted or which is negotiating with CIIC.

If, in the opinion of CIIC, and at CIIC's sole discretion, none of the quotes submitted are acceptable, CIIC reserves the right to enter into negotiations with one or more of the respondents for a satisfactory offer.

10. Governing law

This RFQ is governed by Cook Islands law, and the Cook Islands courts have exclusive jurisdiction to all matters relating to this RFQ.

11. Contract Negotiations

Both parties agree to negotiate in good faith, and on successful conclusion of negotiations the preferred Respondent will sign a formal contract with CIIC.

A contract may be extended if additional work is required, at CIICs sole discretion.



Attachment 1: Terms of Reference

About this document

This document specifies the Terms of Reference for the provision of Concept Design Report services for the new Head of State residence in Titikaveka, Rarotonga.

Purpose

The current Head of State residence is outdated and no longer meets the functional, security, and sustainability standards expected for such a facility. The Government plans to construct a new Head of State residence that reflects the country's values, culture, and heritage while ensuring modern amenities and safety measures.

Output description

The primary deliverable is a comprehensive Concept Design Report that includes the following:

- **Site Assessment:** An assessment of the site to identify potential positioning for the new residence, considering factors such as security, accessibility, and environmental impact.
- **Conceptual Design:** Developing a conceptual design that includes architectural drawings, floor plans, and 3D visualizations to represent the proposed design. The Consultant will consider options for reconstruction of the residence only, or both the residence and office, and present these to CIIC and HOS for approval. If the latter, the Concept Design Report shall reflect the reconstruction of both buildings.
- **Functional Requirements:** Identify and document the functional requirements of the new residence, including living quarters, meeting rooms, function/events area, security facilities, and any special features or amenities.
- **Sustainability:** Ensure that the conceptual design integrates sustainable and energy-efficient features, such as renewable energy sources, green building materials, and water conservation measures. Provide a sustainability Strategy Report.
- **Security:** Develop a security plan that outlines measures for safeguarding the Head of State and ensuring the residence and office is secure against potential threats.
- **Cultural and Heritage Integration:** Incorporate elements of the country's culture and heritage into the design, ensuring that the residence represents the national identity.
- **Structural Design Features report:** Provide detailed document defining the structure's design criteria and key outcomes. Provide design loading, material properties, design standards used, design assumptions, preliminary structural details, and other relevant concept-level details.
- **Phasing plan:** Provide a logical construction phasing plan taking into account ongoing use and/or temporary structures during construction implementation.
- **Cost Estimation:** Provide preliminary cost estimates for the construction and fit-out of the new building(s) based on the conceptual design.

Geotechnical investigation: The CIIC intends to engage separately, geotechnical investigation services to confirm ground conditions for the project site. This is planned to be undertaken after the draft Concept Design Report is submitted, and be completed over a 1 to 3 month period. The Consultant will be provided the outcomes of the geotechnical investigations, and where necessary, be required to revise the designs to account for the confirmed ground conditions. In preparing the draft Concept Design Report, the Consultant shall undertake own research to ascertain likely conditions, and plan for potential worst-case scenarios.



Programme for the services

The anticipated timeframe to complete this assignment is 4 months of input time. The following are the key deliverable dates.

No.	Output	Anticipated timing of reporting
1	Options presentation	1 month of signing contract
2	Initial draft presentation	2 months of signing contract
3	Full draft report	3 months of signing contract
4	Revised and final report	1 month after geotechnical investigation completion

Specific Requirements of the Consultant

The Consultant will, as a minimum, possess the following:

- Architectural Expertise: A proven track record in designing and conceptualizing high-profile government buildings or residences.
- Security Expertise: Experience in designing secure government facilities, including familiarity with security protocols and technologies.
- Cultural Sensitivity: Demonstrated ability to incorporate cultural and heritage elements into architectural designs.
- Sustainability Credentials: Expertise in sustainable building practices and green design principles.
- Structural engineering qualifications: A proven track record in structural design and value engineering.
- Stakeholder Engagement: During the concept design development work the Consultant must collaborate and engage with the Head of State officials, relevant government agencies, cultural experts, and other stakeholders to gather input and feedback on the conceptual designs. It is expected that any concerns or recommendations raised during this process will be addressed in the final report.

General Requirements

The design for the new Head of State Residence shall satisfy relevant requirements of the following standards:

- Building Controls and Standards Regulations 1991, and the National Building Code 2019
- Public Health Act 2004 and its regulations
- Environment Act 2003
- Employment Relations Act 2012
- NZS 4121 Design for Access and Mobility – Buildings and Associated Facilities
- AS/NZS 11801.1 Information Technology – generic cabling for customer premises
- AS3000 Electrical Installations
- NZS 4223.1 Code of Practice for glazing in buildings
- NZS 4223.3 Glazing in buildings Part 3: Human impact safety requirements
- Cook Islands Energy Act 1998

Performance Standards

The Consultants engaged to undertake this assignment will provide the services in accordance with the Cook Islands Government Conditions for a Consultancy Agreement, refer to <http://procurement.gov.ck/templates>

Consultants are expected to uphold the Public Service Code of Conduct Uphold Public Service Code of Conduct and values while ensuring professionalism in his/her role for the duration of the project, refer to <https://www.psc.gov.ck/cook-islands-govt-policies>

Background

The representative of the Head of State pursuant to Article 3-7 of the Cook Islands Constitution is responsible for the prorogation and dissolution of the Parliament upon advice of the Executive Government, and



importantly, affirming the legitimacy of the Executive, Judicial and Parliamentary democracy through ensuring the rule of law, inherent within the Constitution of the Cook Islands is upheld.

The Official Residence and Office of the Head of State (OHOS) is located in Totokoitu, Titikaveka. The land, Arakua Part Section 34 measures approximately 3,567m². The land is of almost rectangular shape being of flat contour on a similar level to adjoining land and also to the main road that adjoins the southern boundary. The main road fronting the property is protected by a sea wall elevated above the beach.

The Official Residence measures approximately 251m² in total building footprint. The building was constructed in the 1970s and has undergone a number of alterations and extensions including the standalone building for the OHOS office of approximately 58m², a front 42m² portico and a 24m² carport.

The main structure for the residence is constructed of concrete block, multipitch corrugated iron roof, part PVC guttering and part without guttering, aluminium joinery with some steel louvres, and concrete floor. The exterior is of moderate appearance. The residence includes a kitchen/dining room, front lounge and reception area, and three double bedrooms each with an ensuite facility. The internal concrete block walls are unlined. The hardboard ceilings are raked within the roofline.

The construction a fit-for-purpose premises on the current site is proposed, to better support its role of ensuring the rule of law, inherent within the Constitution of the Cook Islands, is upheld.

Project Site:





Attachment 2: Assessment Criteria

No.	Assessment Criteria	Weighting (%)
1	Availability to undertake assignment during the prescribed period	Pass/ Fail
2	Understanding of scope: proposed methodology reflects minimum requirements to complete the services to expectations.	30%
3	Relevant personal qualifications and experience of consultant	25%
4	Track record in the Pacific (Cook Islands experience particularly).	15%
5	Value for money	30%
Total		100%



Attachment 3: Pricing Template

All amounts are to be in New Zealand dollars and to be exclusive of CI Value Added Tax.

Milestone Payments: Fees

Note: Used to develop payments against milestones/outputs

No.	Output	Fees (NZ\$) (fixed)	Invoice due date
1	[e.g. Submit draft report]		[Week X]
2	[e.g. Deliver final report]		[Week X]
3			[Week X]
4			[Week X]
5			[Week X]
Total		NZ\$	

2. BUDGET FOR EXPENSES (e.g. Travel, goods, per diems and associated services)					
Expense	Detail	Cost	Quantity	Amount	
TOTAL EXPENSES				NZ\$	
TOTAL BUDGET QUOTE					
	1. Milestone fees				
	2. Expenses				
TOTAL QUOTE PRICE				NZ\$	

Note: CIIC only pays advances on Expenses on a reimbursement basis, not on Fees.



Attachment 4: Conflict of Interest Declaration

A conflict of interest arises if you or a close family member has an interest e.g. is a board or committee member or is employed in a senior position in the Government agency that wants to purchase the goods or services relating to this RFQ process.

In submitting this Quote I declare:

- That I understand an actual, potential or perceived conflict of interest may arise in participating in this quote process and that I am obliged to declare any such conflict of interest.
- That in submitting this information that I have either declared any potential conflicts of interest or that I am not aware of any situation or issue that would conflict with the interest of the CIIC.
- If a conflict of interest arises at any time before the selected Respondent has been awarded the contract, I will advise the CIIC immediately.
- I have personally completed this declaration on behalf of the Respondent and declare that the submitted Quotes provided are true and correct.

I declare that I have a potential conflict of interest as follows:

I will manage this conflict of interest by:

Declared by:

Signature

Date

Full Name

Position (if Company)



Attachment 5: Draft Contract

Schedule

PRINCIPAL: Cook Islands Investment Corporation

Signed: _____

Name: Allan Jensen

Position: Chief Executive Officer

Date:

CONSULTANT:

Signed: _____

Name:

Position:

Date:

Project: Head of State Residence

Location: Rarotonga, Cook Islands

Scope and Nature of the Services: The Consultant is engaged to provide professional services for the provision of Concept Design Report services for the new Head of State residence. The Services are detailed in the appended Terms of Reference.

Programme for the Services: The period of the Consultant's engagement will commence on XX November 2023 and will end on XX June 2024, unless extended in writing with the agreement of both parties.



Fees and Timing of Payments: The Principal agrees to pay the Consultant a total fee of \$XXXXX for providing the Services. The fees shall be paid in accordance with the appended Completed Schedule of Prices.

The Principal also agrees to reimburse the Consultant for Project related expenses, provided that such expenses do not exceed, in the aggregate, the expense budget for the Consultant for the Project. The expense budget is \$XXXXX.00. The Consultant may submit a claim against the expense budget any time after incurring the expense subject to the submission of a related receipts and verification that costs are project related.

Fees for additional services shall not exceed the rates stated in the appended Schedule of Prices. Additional services, together with the programme and timing of payments, shall be agreed in writing prior to the work being carried out.

All payments to the Consultant shall be by bank transfer to the Consultant's nominated account within ten (10) working days of receipt of an invoice and relevant supporting information.

Insurances: Professional Indemnity Insurance is XXXXX.

Liability: Each party's liability to the other party arising out of or in connection with this Agreement (including the performance or non-performance of the Services) whether in contract, tort or otherwise, shall be limited to the lesser of: (i) XX times the total fee for providing the Services (exclusive of taxes and disbursements); or (ii) or \$XX, provided that this limitation of liability shall not apply to the indemnity under clause 9 in respect of: (i) the matters set out in clause 9.1 for Claims relating to death, personal injury and damage to property; and (ii) the matters set out in clause 9.2.

Principals Representative: Anne Taoro, General Manager - Asset Development

Consultant's Key Personnel: XXX



Terms and conditions for the engagement of a Consultant

The Principal, a body corporate established by the Cook Islands Investment Corporation Act 1998, agrees to engage the Consultant and the Consultant agrees to provide the Services described in the Schedule on the following terms and conditions (the Schedule and these terms and conditions comprising this "Agreement"):

- 1 **Application:** This Agreement records the entire agreement between the parties relating to the matters dealt with in this Agreement. The terms and conditions of this Agreement supersede any contrary provisions in any previous agreements between parties, written or otherwise. No right under this Agreement shall be deemed to be waived except by notice in writing signed by a duly authorised representative of each party. No waiver of any breach, or failure to enforce any provision, of this Agreement at any time by either party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this Agreement. In the event that any one or more of the provisions contained in this Agreement are declared invalid by order, decree or judgment of any Court of competent jurisdiction, this Agreement is to be read as if such provision had not been inserted. In this Agreement, unless the context requires otherwise: (a) the words "includes", "including" and "in particular" (and similar words) do not limit the generality of any words which precede them; (b) the singular includes the plural and vice versa; and (c) references to the Schedule include any appendix or attachment to the Schedule.
- 2 **Services:** The Consultant shall perform the Services as described in the attached Schedule in accordance with any requirements set out in the Schedule and elsewhere in this Agreement. The time of performance of the Services is a fundamental element of this Agreement. The Principal is entitled to cancel this Agreement or change its specification (without incurring additional charges) if the Services are not supplied on the supply dates or times specified in the Schedule. Where the Consultant has the benefit of any warranties or covenants from a third party in respect of the Services, the Consultant shall disclose and assign the benefit of the warranties and/or covenants to the Principal.
- 3 **Skill:** The Consultant shall use the highest reasonable standard of skill, care and quality and employ techniques, methods, procedures and materials of a high quality and standard in accordance with best professional practice in rendering the Services. The Consultant will comply with all relevant (a) Cook Island standards and international standards (if not in conflict) (both general and industry-specific); (b) statutes; (c) regulations; (d) by-laws; (e) ordinances; and (f) the Cook Island Government's and the Principal's policies, applicable in respect of the supply of the Services. The Consultant shall ensure that each deliverable or other output arising from, or in connection with, the Services is fit for the purposes described in, or otherwise reasonably contemplated by, this Agreement, or as otherwise made known by the Principal to the Consultant.
- 4 **Independent Judgment:** Where the Services require the Consultant to certify, decide or use discretion under a contract between the Principal and a third party, the Consultant must act independently, and with professional skill and judgment, and according to the terms of the contract between the Principal and the third party.
- 5 **Delay:** If at any time the Consultant's performance falls behind the programme set out in the Schedule, or whenever the Consultant otherwise becomes aware there may be a delay in the delivery of the Services, then the Consultant shall notify the Principal and, where the delays are due to matters within the control of the Consultant, shall take all practicable steps to remedy such delay.
- 6 **Variations:** The Principal may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Principal or any other circumstance is or may give rise to a variation the Consultant shall notify the Principal as soon as practicable. No variation to the Services or the prices or fees for the Services, or any other amendment to this Agreement, will be effective unless it is recorded in writing signed by a duly authorised representative of each party.
- 7 **Payment:** The Government shall pay the Consultant the fees and expenses relating to the Services at the times and in the manner set out in the Schedule. The prices stated in the Schedule are fixed unless there is a written agreement stipulating the price may be varied, when it may be varied and how the price is to be determined. The price is exclusive of VAT. The Consultant is not entitled to claim expenses, surcharges, margins or disbursements except if otherwise agreed in advance and in writing by the Government.



- 8 **Liability:** The Consultant shall not be entitled to anticipatory profits or to special (including multiple or punitive), indirect or consequential damages or losses.
- 9 **Indemnity:** The Consultant indemnifies the Principal in respect of all costs (including legal costs on a solicitor and client basis), claims, liabilities, losses, damage and expenses suffered or incurred by the Principal:
- 9.1 as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omission of the Consultant in the performance of its obligations under this Agreement; or
- 9.2 arising out of any claim or proceeding brought against the Principal to the extent the claim or proceeding is based on an allegation that the Principal's possession or use of any Intellectual Property supplied or licensed by the Consultant under this Agreement infringes any third party's Intellectual Property.
- 10 **Insurance:** The Consultant shall take out and maintain at its own cost, at all times during the continuance of this Agreement, such insurances as specified in the Schedule. All such insurance shall be on such terms and with such insurers as the Principal may reasonably require. The Consultant shall, if requested by the Principal, provide the Principal with written evidence that all insurances are in force and shall produce, whenever reasonably required by the Principal, the relevant policies and evidence of payment of the current premiums. If the Consultant fails to provide such evidence the Principal may, after notifying the Consultant in writing, arrange or keep in force that insurance and may, for the purpose of doing so, pay the relevant premiums and deduct a corresponding amount from any moneys payable by Principal to the Consultant under this Agreement.
- 11 **Intellectual Property:** For the purposes of this Agreement, "Intellectual Property" includes copyright, patents, trade marks, rights in computer software and databases, rights in inventions, confidential information, trade secrets, designs, drawings, specifications, reports, data and documentation and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, including the goodwill associated with the foregoing and all rights of action, powers and benefits in respect of the same. All Intellectual Property arising from the provision of the Services ("New IP") shall vest exclusively in the Principal and the Consultant shall do all things and execute all documents reasonably required in order to effect the vesting of New IP in the Principal and to enable the Principal to protect its rights in the New IP. To the extent that New IP or any output or deliverable arising out of the Services incorporates or requires Intellectual Property arising outside of the provision of the Services ("Pre-existing IP"), the Consultant hereby licenses the Principal, or shall procure for the Principal a licence, to use, copy and exploit the Pre-existing IP on a perpetual, irrevocable and royalty-free basis. Such licence shall include the right for the Principal to allow its agents, and its other service providers and suppliers, to use and copy the Pre-existing IP for the purposes of acting on behalf of, or providing goods and/or services to, the Principal. The Consultant warrants and represents to the Principal that the New IP and the Pre-existing IP will not infringe the Intellectual Property rights of any third party.
- 12 **Termination for Convenience:** The Principal may, at its convenience and with immediate effect, terminate all or part of the Services by 10 days' written notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. Termination of all of the Services under this clause 12 shall automatically terminate this Agreement.
- 13 **Termination for Cause:** Either party may terminate this Agreement at any time and with immediate effect by written notice to the other party ("Defaulting Party") if the Defaulting Party:
- 13.1 has committed a material breach of this Agreement, provided that, where that breach is reasonable capable of remedy, the Defaulting Party has also failed to remedy that breach within 10 days following receipt from the other party of an earlier written notice requiring the Defaulting Party to remedy the breach and stipulating that the other party intends to terminate this Agreement if the Defaulting Party fails to do so;
- 13.2 goes into liquidation, becomes bankrupt, suspends (for 14 days or more) or ceases or sells its principal business or undertaking, becomes unable to pay its debts as they fall due, or makes an assignment to, or arrangement with, its creditors;



- 13.3 has a receiver, administrator or statutory manager appointed in respect of itself or any material part of its assets; or
- 13.4 any event analogous to the events set out in clauses 13.2 and 13.3 occurs in respect of the Defaulting Party under the laws of the jurisdiction in which the Defaulting Party is incorporated.
- 14 **Termination for Misconduct:** Further, the Principal may, by written notice to the Consultant, terminate this Agreement immediately where, in the opinion of the Principal, there has been serious misconduct by the Consultant. Serious misconduct includes, but is not limited to: bringing the Principal into disrepute, where the Consultant, in the judgment of the Principal, has engaged in corrupt or fraudulent practices in competing for or executing this Agreement, theft of property, offensive behaviour towards Principal personnel, members of the public or contractors.
- 15 **Confidentiality:** The Consultant must keep confidential all information provided by the Principal in relation to this Agreement and the provisions of the Services and not disclose the same without the written consent of the Principal.
- 16 **Public Statements:** The Consultant must not make any public statements about the Services or this Agreement without the Principal's written approval.
- 17 **General Warranties:** The Consultant represents, warrants and undertakes that:
- 17.1 it has full power, capacity and authority to execute, deliver and perform its obligations under this Agreement;
- 17.2 it has and will continue to have, all necessary consents, permissions, licences and rights to enter into and perform its obligations under this Agreement;
- 17.3 there are no existing agreements, undertakings or arrangements which prevent it from entering into this Agreement or which would impede the performance of its obligations under this Agreement;
- 17.4 it has not offered any inducement in connection with the entering into or negotiation of this Agreement; and
- 17.5 it has not (nor is any of its representative directors or employees) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under this Agreement.
- 18 **Conflict:** The Consultant confirms it has no knowledge of any conflict of interest in providing the Services. If any conflict arises or has the potential to arise during the supply of the Services, the Consultant shall immediately inform the Principal in writing and the Principal will decide on the appropriate steps to be followed in such event, which may include the right of the Principal to terminate this Agreement with immediate effect.
- 19 **Key Personnel:** The Key Personnel for the provision of the Services are as listed in the Schedule. Any change to the Key Personnel requires the written consent of the Principal.
- 20 **Assignment:** The Consultant must not assign, transfer or subcontract all or part of its rights or obligations under this Agreement without the prior written consent of the Principal, such consent to be provided or withheld at the Principal's absolute discretion.
- 21 **Law and Jurisdiction:** This Agreement is governed by the laws of the Cook Islands. Subject to clause 22, the parties agree to submit to the exclusive jurisdiction of the High Court of the Cook Islands.
- 22 **Dispute Resolution:** In the event of a dispute arising between the parties in respect of any matter relating to this Agreement, the authorised representatives of the parties must resolve the dispute in the first instance by negotiation. If the dispute cannot be resolved by negotiation within five days of the notice of dispute having been served by one party on the other, the parties may seek resolution under the Arbitration Act 2014.
- 23 **Remedies Cumulative:** The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided elsewhere in this Agreement or by law.
- 24 **Counterparts:** This Agreement may be signed in any number of counterpart copies which, read together, will constitute one and the same document.



- 25 Survival: Any suspension, termination or expiry of this Agreement (whether in whole or in part) will be without prejudice to the rights and remedies of either party in respect of any breach of this Agreement by the other party prior to such suspension, termination or expiry. The provisions of clauses 1, 7, 8, 9, 11, 15, 16, 20, 21, 22, 23 and 25 together with those other provisions of this Agreement which are incidental to, and required in order to give effect to, those clauses, or which by their nature are intended to survive termination or expiry of this Agreement (in whole or in part), will remain in full force and effect following the termination or expiry of this Agreement (in whole or in part).