Contract for Services

Contract Details

| Children and Families Research Fund 2021/22 Round 5 |
| --- |

# The Parties

## The Buyer:

| MINISTRY OF SOCIAL DEVELOPMENT |
| --- |
| NZBN 9429000062299 |
| The Aurora Centre  56 The Terrace  Wellington  **P O Box 1556**  WELLINGTON 6140  **NEW ZEALAND** |

and

## The Supplier:

| Insert the legal name of the Supplier |
| --- |
|  |

# The Contract

## Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

### Parts of this Contract

The documents forming this Contract are:

1. **Contract Details**: This section
2. **Schedule 1**: Description of Services
3. **Schedule 2**: Standard Terms and Conditions GMC Form 1 SERVICES | Schedule 2 (3rd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

### How to read this Contract

* Together the above documents form the whole Contract
* Any Supplier terms and conditions do not apply
* Clause numbers refer to clauses in Schedule 2
* Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

# Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

| Signed for and on behalf of the Buyer: | Signed for and on behalf of the Supplier: |
| --- | --- |

| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) | |
| --- | --- | --- | --- |
| Name: | Insert name | Name: | Insert name |
| Position: | Insert position | Position: | Insert position |
| Date: | Select date | Date | Select date |

Schedule 1  
Description of Services

# Contract Management and Personnel

| Start Date | 1/04/2021 | Reference Schedule 2 clause 1 |
| --- | --- | --- |
| End Date | 6/07/2022 | Reference Schedule 2 clause 1 |
| Renewal | Not applicable. | Reference Schedule 2 clause 1 |

## Contract Managers

Reference Schedule 2 clause 4

|  | Buyer’s Contract Manager | Supplier’s Contract Manager |
| --- | --- | --- |
| Name: |  |  |
| Title / position: |  |  |
| Address: |  |  |
| Phone: |  |  |
| Email: |  |  |

## Addresses for Notices

Reference Schedule 2 clause 14

|  | Buyer’s address | Supplier’s address |
| --- | --- | --- |
| For the attention of: |  |  |
| c.c. Contract Manager |  |  |
| Delivery address: |  |  |
| Postal address: |  |  |
| Email: |  |  |

## Supplier’s Approved Personnel

Reference Schedule 2 clause 2.4

|  | Approved Personnel |
| --- | --- |
| Name: |  |
| Position: |  |
| Specialisation: |  |
| Name: |  |
| Position: |  |
| Specialisation: |  |
| Name: |  |
| Position: |  |
| Specialisation: |  |

# Description of Services

**Context**

MSD (the Buyer) is responsible for administering the Children and Families Research Fund (the Fund). The Supplier has submitted a proposal for a research project to the Fund, utilising the *Growing Up in New Zealand* (GUiNZ) external data, which has been approved by the Buyer and the GUiNZ Data Access Committee (DAC).

**Description of Services**

The Supplier will provide the Research Services as described in the Supplier’s Research Proposal (Appendix 1), including any updates or amendments agreed in writing with the Buyer.

## Deliverables and Milestones

| Deliverable/Milestone | | Performance Standards | Due date | Amount payable (exc. GST) |
| --- | --- | --- | --- | --- |
| Contract signed | | - |  |  |
| Progress report 1 | | Adheres to Deliverables Guidelines (Appendix 2) and reviewed by Buyer and revised as reasonably agreed by both Parties |  |  |
| Progress report 2 | | Adheres to Deliverables Guidelines (Appendix 2) and reviewed by Buyer and revised as reasonably agreed by both Parties |  |  |
| Final Research report | | Adheres to Deliverables Guidelines (Appendix 2) and reviewed by Buyer and revised as reasonably agreed by both Parties |  |  |
| Communications content | | Adheres to Deliverables Guidelines (Appendix 2) and reviewed by Buyer and revised as reasonably agreed by both Parties |  |  |
| Policy brief | | Adheres to Deliverables Guidelines (Appendix 2) and reviewed by Buyer and revised as reasonably agreed by both Parties |  |  |
| Seminar presentation | | Adheres to Deliverables Guidelines (Appendix 2) and reviewed by Buyer and revised as reasonably agreed by both Parties |  |  |
| Feedback from Policy Partner | | Adheres to Deliverables Guidelines (Appendix 2) and reviewed by Buyer and revised as reasonably agreed by both Parties |  |  |
|  |

# Charges

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

## **Fees**

Reference Schedule 2 clause 3

### Fixed Fee

A fixed Fee of $Fixed fee amount excluding GST.

## Expenses

Reference Schedule 2 clause 3

### No Expenses are payable.

# Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

**On completion of the relevant deliverables/milestones**

## Address for invoices

Reference Schedule 2 clause 3

|  | **National Accounting Centre**  Ministry of Social Development  **Private Bag 3050**  Rotorua  3046  nac\_accounts\_payable@msd.govt.nz |
| --- | --- |
| For the attention of: |  |
| Address: |  |

### Other instructions about invoices

Supplier should include MSD cost centre code of their invoices which is 128200 and the project code CAFRF

# Insurance

Reference Schedule 2 Clause 8.1

The Buyer does not require any specific insurance under this Contract.

# Changes to Schedule 2 and attachments

## Schedule 2 of this Contract is amended as follows:

**The following is added at clause 2.3 (e)**:

e) The Supplier must ensure they carry out the Services in accordance with the Growing Up in New Zealand Data Access Protocols.

**The word “Supplier” is removed throughout clause 2.7 (b) and replaced with “Approved Personnel”**

**The following clauses are added to section 3**

3.5 In consideration of the Charges, the Supplier must:

1. complete each Deliverable by the relevant date set out in Schedule 1 Deliverables/Milestones. Except where the delay is caused by the Buyer, or Data Access or Extraordinary Event. If any Deliverable is not received by the Buyer by the due date stated in Schedule 1 and prior notification has not been received or discussed with the Supplier, the amount payable for that Deliverable will be reduced by 2% of the total amount of the Contract for each week it is not delivered effective 1 week following the due date.

**The following clause is deleted 4.1 (b)**

**Clause 5.2 is deleted in its entirety and replaced with the following:**

5.2 The Supplier must give the Buyer the reports, by the due dates, stated in Schedule 1, provided there is no delay caused by the Buyer.

**Clause 11.2 is deleted in its entirety and replaced with the following:**

11.2 (a) The Buyer may terminate this Contract at any time by giving not less than 40 Business Days’ Notice to the Supplier

11.2(b) If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date, including the costs of any non-cancellable obligations entered into by the Supplier before termination in connection with the Services.

**Clause 12.2 has been deleted and replaced with**

12.2 The Supplier to the best of its knowledge at the time of entering into this Contract (without having to conduct any particular enquiries or searches) warrants that Pre-existing and New Intellectual Property Rights Provided by the Supplier and incorporated in the Services and Deliverables do not infringe the Intellectual Property Rights of any third party.

**The following clauses are added at 12.3**

**Right of the Supplier to use Intellectual Property**

12.3 The Supplier will acknowledge funding from MSD’s Children and Families Research Fund in all outputs.

**Publication of the final report**

12.4 The Supplier will not publish or disseminate findings, announce, release information, or confirm speaking engagements related to the Services before the final research report is published on the Buyer’s (or an equivalent Government agency’s) website. This includes if the final research report does not meet requirements for publication on the Buyer’s website.

12.5 The Buyer may make reasonable updates to the deliverable’s guidelines and templates during the term of the Contract and will provide the Supplier with all updates.

12.6 The Supplier will comply with any guidance issued by the Buyer when making public statements about the Services, the Charges, or any aspect related to the Services or Charges. For the avoidance of doubt nothing in this Agreement limits the academic freedoms of personnel under section 267 of the Education and Training Act 2020.

12.7 Subject to clause 13.5, the Buyer may (without further reference to or consultation with the Supplier) make public the following information: the name of the Supplier, the names of others participating in the Services, the title and description of the Services including the Supplier’s research proposal, the total amount of funding applied for; the total amount of Charges, the timing of the Contract, and the fact that the Services have been funded.

12.9 The Buyer grants the Supplier and its personnel a non- exclusive, royalty-free, perpetual and irrevocable license to use the Results for the purposes of teaching and academic research.

12.10 Despite any other provision in this Agreement, all copyright in any Publications and teaching materials created by organisations personnel is retained by the author.

**The following clause has been added at 13**

13.4 Notwithstanding any other provision of this Contract, the Supplier acknowledges that information contained in, provided under or relating to this Contract may be official information under the Official Information Act 1982 and, in accordance with that Act, such information may be released to the public. The Supplier will provide timely advice and assistance to the Buyer to enable it to respond to any Official Information Act requests relating to this Contract.

13.5 Neither party may use the names, logos or trademarks of the other party, its affiliates, or their respective personnel, in any publicity or marketing in connection with this Contract without the other party’s prior written consent (which may be withheld or withdrawn at any time).

**The following clause is added to 16.5 (a):**

1. *Notwithstanding clauses 12.4 and 16.5, the Supplier and its personnel may include the Research Services in any academic publication or presentation (including student thesis)(****Publication****). The Buyer acknowledges that part or all of the Services may be carried out by students as part of the requirements to fulfil an academic course of study at the University. In the case of a proposed Publication which is a student thesis, clause 12.4 shall not apply, however the Buyer may require: (a) that thesis to be examined by examiners bound by obligations of confidentiality; and/or (b) the deposit of that thesis in any library to be deferred for up to 12 months, until all other commercially sensitive Confidential Information of the client has been made available to the public.*

**Clause 16.6 is deleted in its entirety**

**Clause 16.8 is deleted in its entirety**

Attachments

Appendix 1 – Supplier’s research proposal and any updates and amendments agreed in writing with the Buyer

Appendix 2 – Deliverable Guidelines

Appendix 3 – Growing Up in New Zealand Data Access Protocols