

# Contract for Services

**Children and Families Research Fund 2018/19 (Round 3)**

## The Parties

**Ministry of Social Development**

**(Buyer)**

The Aurora Centre, 56 The Terrace, Wellington

PO Box 1556, Wellington 6140

and

**(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.

### The documents forming this Contract are:

- |   |                   |
|---|-------------------|
| 1. This page  | <b>Page 1</b>     |
| 2. Contract Details and Description of Services   | <b>Schedule 1</b> |
| 3. Standard Terms and Conditions  | <b>Schedule 2</b> |
| GMC Form 1 SERVICES   Schedule 2 (2nd Edition) available at: <a href="http://www.procurement.govt.nz">www.procurement.govt.nz</a> |                   |
| 4. Any other attachments described at Schedule 1.   |                   |

### How to read this Contract

5. Together the above documents form the whole Contract.
6. Any Supplier terms and conditions do not apply.
7. Clause numbers refer to clauses in Schedule 2.
8. 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.

For and on behalf of the <b>Buyer</b> :		For and on behalf of the <b>Supplier</b>	
_____		_____	
(signature)		(signature)	
<b>name:</b>		<b>name:</b>	
<b>position:</b>		<b>position:</b>	
<b>date:</b>		<b>date:</b>	

# Schedule 1

## Contract Details and Description of Services

<b>Start Date</b>		Reference Schedule 2 clause 1
<b>End Date</b>		Reference Schedule 2 clause 1

<b>Contract Managers</b> Reference Schedule 2 clause 4	Buyer's Contract Manager	Supplier's Contract Manager
<b>Name:</b>		
<b>Title / position:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Email:</b>		

<b>Addresses for Notices</b> Reference Schedule 2 clause 14	Buyer's address	Supplier's address
<b>For the attention of:</b>		
<b>c.c. Contract Manager</b>		
<b>Delivery address:</b>		
<b>Postal address:</b>		
<b>Email:</b>		

<b>Supplier's Approved Personnel</b> Reference Schedule 2 clause 2.5	Approved Personnel
<b>Name:</b>	
<b>Position:</b>	
<b>Specialisation:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Specialisation:</b>	
<b>Name:</b>	
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<b>Position:</b>	
<b>Specialisation:</b>	

<b>Description of Services</b>
<p><b>Context</b></p> <p>MSD (the Buyer) is responsible for administering the Children and Families Research Fund (the Fund). The Supplier</p>

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

Deliverable/Milestone	Performance Standards	Due date
Progress report 1	Adheres to Deliverables Guidelines (Appendix 2) Reviewed by and revised to the Buyer's satisfaction	
Progress report 2	Adheres to Deliverables Guidelines (Appendix 2) Reviewed by and revised to the Buyer's satisfaction	
Final research report	Adheres to Deliverables Guidelines (Appendix 2) Reviewed by and revised to the Buyer's satisfaction	
Communications content	Adheres to Deliverables Guidelines (Appendix 2) Reviewed by and revised to the Buyer's satisfaction	
Policy brief	Adheres to Deliverables Guidelines (Appendix 2) Reviewed by and revised to the Buyer's satisfaction	
Seminar presentation	Adheres to Deliverables Guidelines (Appendix 2) Reviewed by and revised to the Buyer's satisfaction	
Feedback from Policy Partner	Adheres to Deliverables Guidelines (Appendix 2) Reviewed by and revised to the Buyer's satisfaction	

### Specific code of conduct / health & safety / legislative requirement

The Supplier will comply with the Buyer's Third Party Health and Safety Policy, which is available at:

<http://www.msd.govt.nz/documents/about-msd-and-our-work/about-msd/our-responsibilities/health-and-safety-external-provider-policy.pdf>

**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

The Supplier's Fees will be calculated as follows:

#### Fixed Fee

A fixed Fee of excluding GST (paid in instalments upon the delivery of each milestone).

#### Expenses

Reference Schedule 2  
clause 3

No Expenses are payable.

#### Daily Allowance

Reference Schedule 2  
clause 3

No Daily Allowances are payable.

#### Invoices

Reference Schedule 2  
Subject to clauses 3 and  
11.7

The Supplier must send the Buyer an invoice for the Charges subject to completion of the relevant Deliverables/Milestones.

Deliverable/Milestone	Amount due (exc GST)
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	Contract signed	
	Progress report 1	
	Progress report 2	
	Final technical report Communications content Policy brief Seminar presentation (at least confirmed, if not completed) Feedback from the Supplier's Policy partner	

<b>Address for invoices</b> Reference Schedule 2 clause 3	<b>Buyer's address</b>	
	<b>For the attention of:</b>	
	<b>Physical address:</b>	
	<b>Postal address:</b>	
	<b>Email:</b>	

<b>Insurance</b> Reference Schedule 2 Clause 8.1	<b>INSURANCE: (clause 8.1 Schedule 2)</b> It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Buyer does not require any specific insurance under this Contract.
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**Changes to  
Schedule 2 and  
additional  
clause/s**

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

**The following is added at clause 2.4:**

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

**The following clause is added at 2.8**

2.8 The Supplier will:

- a. consult, cooperate and coordinate with the Buyer to the extent required by the Buyer to ensure that the Buyer and the Seller will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Contract
- b. Perform its, and ensure that its Personnel perform their, obligations under the Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015
- c. comply with all reasonable directions of the Buyer relating to health, safety, and security
- d. report any health and safety matter, as determined by the Buyer's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Buyer to the extent that it relates to, or affects, the Contract.

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

3.5 The Supplier must use the Charges only to carry out the Services in accordance with this Contract and its proposal submitted to the Buyer.

3.6 In consideration of the Charges, the Recipient must:

- (a) 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, 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.
- (b) complete the Services to the Buyer's satisfaction by the End Date;
- (c) carry out the Services
  - (i) in accordance with the best currently accepted principles and practice applicable to the field(s) of expertise relating to the Services; and
  - (ii) in accordance with all applicable laws (including the Employment Relations Act 2000, the Immigration Act 2009 and the Health and Safety at Work Act 2015), ethics approvals (where applicable), regulations, rules and professional codes of conduct or practice; and
  - (iii) in accordance with the objectives, outcomes and applicable criteria of the Children and Families Research Fund;
  - (iv) in compliance with any additional terms set out in Schedule 1;

3.7 Where all of the monies received by the Supplier to carry out the Services (including the Charges) exceeds the total cost of the Services, the Supplier must refund to the Buyer the excess amount of the monies received by the Supplier to carry out the Services. However, the Supplier is not required to refund, under this clause 3.7, any amount that exceeds the total amount of Charges.

**The following clause has been amended 11.4**

11.4 The Buyer may terminate this Contract at any time by giving 40 Business Days Notice to the Supplier

**The following clause is added at 11.14:**

- (c) may require the Supplier to provide evidence of how the Charges have been spent; and/or
- (d) may require the Supplier to refund to the Buyer:
  - (i) any of the Charges that have not been spent or committed by the Supplier. For the purposes of this clause, the Charges are committed where they have been provided or promised to a third party for the purpose of carrying out the Services and the Supplier, after using

reasonable endeavours, is unable to secure a refund or release from that promise (as the case may be); or

- (ii) the proportion of the Charges that equate to the uncompleted part of the Services, as reasonably determined by the Buyer; and/or
- (e) if the Charges have been misused, or misappropriated, by the Supplier, require the Supplier to refund all Charges paid up to the date of termination, together with interest at the rate of 10% per annum from the date the Supplier was paid the money to the date the Supplier returns the money.
- (f) The Buyer must pay Fees for Services provided up to the date of termination, including a pro rata portion of the next Fees payment for Services provided up to termination but not yet invoiced.

**The following clauses are added at 12.6, 12.7, 12.8 and 12.9**

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

- 12.6 The Supplier indemnifies the Buyer (as The Crown) in respect of direct expenses, damage or liability incurred by the Buyer or The Crown in connection with any third party claim that the delivery of the Services or Deliverables to the Buyer or the Buyer's or The Crown's use of them, infringes a third party's rights. This indemnity is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.
- 12.7 Subject to clause 12.10, the Buyer grants to the Supplier, at no charge, a non-exclusive, perpetual, royalty-free, irrevocable worldwide licence for use (which includes copying, modifying, developing, disseminating or marketing) relating to the Services, any Intellectual Property Rights in anything created or provided to the Buyer by the Supplier in carrying out its obligations under this Contract.
- 12.8 The Supplier will acknowledge funding from MSD's Children and Families Research Fund in all outputs.
- 12.9 The Supplier must ensure that the rights, including the Intellectual Property Rights of any person are not infringed by the Supplier in the course of performing this Contract or by the Supplier's provision of anything under this Contract in accordance with the licence at clause 12.7.

**Publication of the final report**

- 12.10 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.
- 12.11 Subject to clause 12.10, the Supplier and its personnel may include the Results in any academic publication or presentation (including student thesis) (**Publication**).
- 12.12 The Buyer acknowledges that part or all of the Services are being carried out by students as part of the requirements to fulfil an academic course of study with the Supplier. In the case of a proposed Publication which is a student thesis, clause 12.11 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 the final research report has been published on the Buyer's (or an equivalent Government agency's) website.
- 12.13 The Buyer may make reasonable updates to the deliverables guidelines and templates during the term of the Contract and will provide the Supplier with all updates.

**Clause 16.5 is deleted and replaced by the following**

**Public statements**

- 16.11 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.
- 16.12 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

	<p>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.</p> <p>16.13 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.</p> <p>16.14 In addition to the specific reporting requirements under this Contract, the Supplier must, to the extent practicable, ensure that the Buyer is adequately advised in advance about:</p> <ul style="list-style-type: none"> <li>a. any issue affecting the Supplier relating to this Contract, or the Services, or the Supplier's research proposal, that is likely to attract external attention or represent potential reputational or other risk to the Government;</li> <li>b. the content of any significant public communication relating to this Contract.</li> </ul>

<p><b>Attachments</b> Reference 'Contract documents' described at Page 1</p>	<p>Appendix 1 - Supplier's research proposal and any updates and amendments agreed in writing with the Buyer</p> <p>Appendix 2 - Deliverables Guidelines</p>
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