

<p><b>CONTRACTING PARTIES</b></p>	<p>The parties to this Contract are NZAID and the named Contractor. NZAID acts for and on behalf of the Secretary of Foreign Affairs and is a semi-autonomous body within the Ministry of Foreign Affairs and Trade. It is responsible for managing New Zealand's official development assistance. The Contractor is an independent contractor contracted by NZAID to provide the Services described in this Contract. Nothing contained or implied in this Contract shall be construed as creating an employer/employee or principal/agent or partnership relationship between NZAID and the Contractor.</p>	
<p><b>TERM OF CONTRACT</b></p>	<p>Regardless of the date or dates of signing this Contract will be deemed to have commenced on the 'commencement date' and shall continue in full force and effect until the 'end date', unless terminated earlier in accordance with this Contract.</p>	
<p><b>PAYMENT</b></p>	<p>The Contractor shall invoice NZAID in respect of disbursements monthly or with fees upon completion of each milestone/full delivery of services. Payment will normally be made within twenty working days of receipt of a correctly stated and fully itemised GST invoice with supporting receipts.</p> <p>Each invoice must contain the following details:</p> <ul style="list-style-type: none"> <li>a. name of contract/assignment.</li> <li>b. correctly stated amount(s) due.</li> <li>c. detail of all GST applicable.</li> <li>d. claims for expenses supported by receipts (where applicable)</li> <li>e. GST number (where applicable).</li> </ul>	<p>Each invoice must be addressed to the Invoicing address detailed in the Contract.</p>
<p><b>PER DIEMS</b></p>	<p>Where a per diem allowance is payable it is to cover meals, accommodation and laundry whilst overseas and will be paid at the NZAID rate applicable at the commencement of the in-country visit. NZAID per diem rates are published on NZAID's website and updated quarterly. The rate payable is the published rate at the commencement of the trip.</p>	
<p><b>DAILY ALLOWANCE</b></p>	<p>Where the Contractor is required to travel within their country of residence, NZAID agrees to pay a Daily Allowance for each day the Contractor spends away from home, together with agreed accommodation costs on an actual and reasonable basis. The Daily Allowance covers meals, laundry, and incidentals and will be paid at the Ministry of Foreign Affairs and Trade staff rate. The applicable rate shall be specified in the Budget. Contractors travelling to New Zealand, where New Zealand is not their normal place of residence, will be entitled to a Daily Allowance and actual and reasonable accommodation costs.</p> <p>The Contractor will be required to produce receipts for actual and reasonable accommodation. No receipts are required for the Daily Allowance expenses.</p> <p>The Contractor agrees to pay each employee or sub-contractor the full Daily Allowance applicable to their travel.</p>	
<p><b>EXPENSES</b></p>	<p>When provided for in this Contract NZAID will pay the actual disbursements properly incurred by the Contractor, but not exceeding the amount(s) stated. Payment will be made on production of a detailed and fully itemised invoice with supporting cross-referenced documentary evidence. The Contractor must account for all disbursements with documentation, receipts and appropriate exchange rates.</p> <p>NZAID will refund the Contractor the cost of airfares for agreed travel. The Travel Agent's invoice and a copy of the tickets will be required by NZAID before reimbursement will be made.</p> <p>Where the Contractor negotiates an airfare/accommodation package, or an accommodation package, then NZAID will reimburse the Contractor for the full cost of the package. In such cases no per diem may be claimed, and instead, a daily allowance will be paid by NZAID for meals and incidentals at NZAID's Casual Meal and Incidental Allowance rate.</p>	
<p><b>PERFORMANCE STANDARDS</b></p>	<p>The Contractor shall ensure that the Contract is carried out with all due diligence, efficiency and economy in accordance with the agreed timeframe. The Contractor shall avoid any course of action or conduct which would reflect adversely on the New Zealand Government or NZAID.</p>	
<p><b>VARIATION</b></p>	<p>No variation of this Contract will be effective, unless it is agreed in writing by both parties in the form of a Letter of Variation. There are two exceptions to this namely:</p> <p><u>Fiscally Neutral &amp; Minor Cost Variations:</u> NZAID recognises that events or other variables, not foreseen at the commencement of the Contract and beyond your control, may give rise for the need to extend the length of the contract term or to agree changes to aspects of the project implementation or use of unspent funds. Where the variation is fiscally neutral (i.e. the changes do not result in a change to total costs), and if an extension is required for a period of less than 6 months, the variation may be agreed and evidenced by an exchange of emails between the NZAID officer responsible for the Contract (usually the signatory) and you stating the reasons justifying the changes. This e-mail exchange must be completed prior to the Contractor implementing the changes and prior to the Contract expiring.</p> <p>Where the variation contains a minor cost variation to the extent that the cost of such variation does not cause the overall total contract price to exceed NZ\$20,000 or the equivalent of NZ\$20,000 (if the contract price is not in NZ\$), the variation may be agreed and evidenced by an exchange of e-mails between the NZAID officer responsible for the Contract (usually the signatory) and the Contractor stating the reasons justifying the extension. This e-mail exchange must be completed prior to the Contractor implementing the changes and prior to the Contract expiring.</p> <p>Where these situations are likely to occur the Contractor must email the NZAID officer responsible for the Contract (usually the signatory) advising them of the nature of the extension or additional cost (it may be fees or expenses<sup>1</sup>), provide evidence that the amount is reasonable (e.g. a quote for travel) and provide reasons justifying its charge under this Contract.</p> <p>Note 1: Outputs based contract</p>	

	No additional fees or expenses are allowable under an Outputs contract as it is a fixed price lump sum paid on delivery. Fees can only be claimed where NZAID has specifically instructed, in advance, additional tasks. Expenses may only be claimed if they specifically relate to agreed additional tasks.
<b>RELATIONSHIP OF THE PARTIES</b>	The Contractor shall in no circumstances make any commitments on behalf of the New Zealand Government relating to the expenditure of official development assistance or any other official funds. All publicity releases must be cleared in advance with NZAID. The Contractor is responsible for the liability of its own and its employees, taxes and ACC premiums/levies attributable to its employment or engagement of its employees. The Contractor shall not assign, transfer, subcontract or otherwise dispose of all or any benefits, or rights, liabilities or obligations under this Contract or any part of this Contract without the prior written consent of NZAID. Such consent will not be unreasonably withheld.
<b>ANTI CORRUPTION</b>	Consistent with both parties commitment to good governance, accountability, and transparency, each party reserves the right to investigate, directly or through its agents, any alleged corrupt, fraudulent, collusive, or coercive practices relating to the Contract or service provided under the Contract. Both parties warrant that they will not make, cause to be made, nor receive any offer, gift (over the value of NZ\$100), payment, consideration, inducement, reward or benefit of any kind, which would, or could be construed as an illegal, corrupt or unethical practice. Any such conduct may be grounds for immediate termination of this Contract, or the taking of such corrective action as the other party deems appropriate. Where either party, or any responsible officer of a party, is investigated for fraud, corruption, embezzlement, dishonesty or bribery, or where there is a finding of fraud, corruption, embezzlement, dishonesty or bribery against either party or any responsible officer, or where a responsible officer is convicted of a serious criminal offence that brings that party, or NZAID into disrepute, or the nature of the conviction is incompatible with the objective(s) of the Contract and services, this event may be grounds for the other party to immediately terminate this Contract by giving notice in writing to the other party.
<b>ANTI-TERRORISM</b>	The Contractor must use its best endeavours to ensure that funds provided under this Contract do not provide direct or indirect support or resources to organisations and/or individuals associated with terrorism. If, during the course of the Contract, the Contractor discovers any link whatsoever with any organisation or individual associated with terrorism it must inform NZAID immediately.
<b>CONFIDENTIALITY</b>	All information marked 'confidential' or 'restricted' shall be held confidential and shall not be divulged in any way to any third party without the prior written approval of the party that provided the information.
<b>TERMINATION</b>	Either party may terminate this Contract by giving two weeks written notice to the other.
<b>INSURANCE AND INDEMNITY</b>	The Contractor will indemnify NZAID in respect of any action or claim NZAID may suffer as a direct or indirect result of personal injury to or the death of any person or loss of or damage to property caused by the Contractor in carrying out the Services or negligence or non-performance or breach of this Contract by the Contractor. NZAID will not be held liable in respect of any claims arising as a result of loss of life or accident, general sickness, and loss or damage or theft of personal effects, including tools and equipment.
<b>EXTRAORDINARY EVENTS</b>	Neither party shall be liable for any failure or delay to perform this Contract where such failure or delay is beyond that party's reasonable control, (force majeure), providing notice claiming suspension of its obligations is given to the other.
<b>DISPUTES</b>	The parties agree to use their best endeavours to resolve any dispute that may arise under this Contract through good faith negotiations. A dispute that cannot be resolved at an operational level will be referred to the Chief Executive/Director (or equivalent) of each party for the purpose of endeavouring to resolve the dispute on mutually acceptable terms. Where a dispute cannot be settled by negotiation between the parties, or their respective representatives, it shall be submitted to mediation before commencing any litigation. Either party may initiate mediation by giving written notice to the other party. If the parties cannot agree on a mediator within two working days of the notice, then the mediator will be selected by the President for the time being of LEADR New Zealand (Lawyers Engaged in Alternative Dispute Resolution), or its successor. Both parties agree not to commence any court action relating to any dispute arising out of this Contract, until they have both complied with the requirements the above two paragraphs, unless proceedings are necessary for preserving the rights of either party. The parties shall continue to perform their obligations under this Contract as far as possible as if no dispute had arisen pending the final settlement of the matter referred to mediation.
<b>INTELLECTUAL PROPERTY</b>	The Contractor agrees that copyright in all work produced under this Contract shall remain the property of NZAID. NZAID agrees that any work produced by the Contractor prior to this Contract remain the property of the Contractor. Where the Contractor incorporates prior material into work produced under this Contract it hereby grants to NZAID a permanent irrevocable, royalty-free, worldwide non-exclusive licence to use, reproduce or adapt such material. The Contractor shall indemnify NZAID against any loss, demands or liability arising out of a claim by a third party alleging infringement of intellectual property rights in material used by NZAID and provided by the Contractor.
<b>GOVERNING LAW</b>	This Contract shall be governed by and construed in accordance with the laws of New Zealand.