



**Contract for “RESEARCH TITLE”**

**between**

**Statistics New Zealand**

**AND**

**NAME OF CONTRACTOR**

**THIS AGREEMENT** is made on the ..... day of ..... 2007

**BETWEEN:**

- (1) Her Majesty the Queen acting by and through the Government Statistician, representing Statistics New Zealand (hereinafter called “Statistics NZ”); and
- (2) {~ insert Contractor name} (hereinafter called the “Contractor”).

**RECITALS:**

- A. Statistics NZ requires the services {~ insert required services}
- B. The Contractor wishes to provide Statistics NZ with such services.
- C. The parties have agreed that the Contractor will provide the services to Statistics NZ on the terms and conditions set out in this Agreement.

**IT IS AGREED:**

**1. INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires:
  - (a) “Services” means the work to be performed by the Contractor as described in Schedule One;
  - (b) “Schedule One” means the Schedule One to this Agreement;
  - (c) a “person” includes an individual, body corporate, an association of persons (whether corporate or not), a trust;
  - (d) a gender includes each other gender;
  - (e) singular includes the plural and vice versa;
  - (f) legislation includes Act of Parliament, statutory regulations, orders in council and any documents which have the force of or deemed to be regulations and
  - (g) headings are to be ignored in construing this Agreement.

## **2. APPOINTMENT**

- 2.1 Statistics NZ engages the Contractor, and the Contractor accepts engagement by Statistics NZ to perform the Services as stated in Schedule One to this agreement.

## **3. TERMS**

- 3.1 Subject to the provisions of this Agreement, the term of this Agreement is as specified in Schedule One
- 3.2 This Agreement may be extended for a further period at the sole discretion of Statistics NZ, in which case the provisions of this Agreement shall continue to apply for the extended period unless varied by agreement.

## **4. RESPONSIBILITIES**

- 4.1 The Contractor shall devote such time, attention and skill as is reasonably necessary for the proper and efficient provision of the Services. For this purpose, the Contractor agrees to provide its services for the term specified in Schedule One.
- 4.2 For the purpose of providing the Services, the Contractor agrees to provide such experienced and suitable personnel as required by Statistics NZ. All such personnel are to be approved by Statistics NZ in writing prior to deployment. The initial personnel are as listed in Schedule One. Any additional personnel are to be pre-approved and listed as an amendment to Schedule One.
- 4.3 Except as otherwise specified in this Agreement or agreed from time to time between the Contractor and Statistics NZ, the Contractor will work from the Contractor's own premises and will be responsible for supplying all equipment necessary in order to enable the Contractor to provide the Services.
- 4.4 Statistics NZ and the Contractor will designate representatives as their respective points of contact for the administration of this Agreement. The first such representatives are specified in Schedule One and may be varied by notice.
- 4.5 The Contractor will, if requested, provide written reports to Statistics NZ outlining the progress on the provision of the Services. Except as otherwise specified in this Agreement or agreed from time to time between the Contractor and Statistics NZ, the Contractor shall not be under the day to day control or supervision of Statistics NZ or any of its representatives in respect of the performance of the Contractor's obligations under this Agreement.
- 4.6 The Contractor, at its own cost, shall correct any errors, omissions, defects or faults in the Services of which Statistics NZ notifies the Contractor in writing during the term of this Agreement or within the period specified in Schedule One, without further remuneration.

## **5. CONDITIONS**

- 5.1 Statistics NZ will pay the Contractor the amounts specified in Schedule One.
- 5.2 In addition to the payments set out in clause 5.1, Statistics NZ will reimburse the Contractor for those reasonable expenses, incurred in connection with the provision of the Services, as specified in Schedule One.
- 5.3 Statistics NZ will pay the contractor on the 20<sup>th</sup> of the month following invoicing.
- 5.4 The Contractor and Statistics NZ agree and declare that the Contractor is engaged to provide services as an independent contractor and is not an employee of Statistics NZ. At no time and under no circumstances will Statistics NZ have any liability to pay or to be called upon by the Contractor to pay to the Contractor any sum or sums in respect of:
  - 5.4.1 holiday pay;
  - 5.4.2 sick pay;
  - 5.4.3 redundancy or any form of severance pay;
  - 5.4.4 superannuation;
  - 5.4.5 taxes; or
  - 5.4.6 levies under the Accident Rehabilitation and Compensation Insurance Act 1992.

## **6. CONFIDENTIALITY**

- 6.1 The Contractor acknowledges that Statistics NZ is bound by all government legislation including the Official Information Act 1982. Statistics NZ may be required to release information contained in this agreement should a request be received under this Act.
- 6.2 Except to its employees and when necessary to fulfil its obligations under this Agreement, the Contractor will not at any time disclose to any third party any knowledge, information or data provided to it by or on behalf of Statistics NZ under this Agreement, or any other information concerning the content and terms of this Agreement, unless authorised in writing by Statistics NZ to do so. In addition, the Contractor will not disclose to any third party information it derives from the data provided to it by Statistics NZ.
- 6.3 Any knowledge, information or data provided to the Contractor or its employees by or on behalf of Statistics NZ pursuant to this Agreement will only be used by the Contractor or its employees for the purpose of fulfilling the Contractor's obligations under this Agreement.
- 6.4 This clause 6 will continue to have effect when this Agreement has ended but will cease to apply to any knowledge, information or data which has been made public by Statistics NZ.

- 6.5 Employees of the Contractor are deemed to be bound by this clause 6 and, if and when required by Statistics NZ, the Contractor will procure all or any of those employees to execute a deed stating that they understand and will abide by the terms of this clause.
- 6.6 The Contractor and its employees shall execute Statistic NZ's confidentiality agreement prior to any knowledge, information or data being made available to the Contractor or its employees under this Agreement.

## **7. WARRANTY**

### **7.1 Warranty of authority**

The contractor warrants that it has the full power and authority to enter into and perform this Agreement in accordance with its terms and that performance of its obligations will not conflict with any obligation or duty owed to any third party or infringes the rights of any third party.

### **7.2 Warranty of skills**

The contractor warrants that it possesses and will exercise the specific skills and experience required to perform adequately the Services outlined in Schedule One. The contractor warrants that the personnel are suitably qualified and experienced to provide the Services.

### **7.3 Warranty of Performance**

The contractor warrants that all services:

- a. will be performed with due care and skill in a competent and professional manner and in accordance with best professional practice;
- b. will meet their requirements and service levels as specified in Schedule One: and
- c. will be delivered within the target response times specified in Schedule One.

### **7.4 Warranty of care**

The contractor warrants that all materials, equipment and facilities owned or controlled by Statistics NZ which are utilised in the provision of the Services will be maintained by the contractor in good order and shall be returned to Statistics NZ (where applicable) in good condition, apart from reasonable wear and tear.

## **8. SURVIVAL**

Clause 6, Confidentiality and Clause 7, Warranty shall survive the termination of the agreement.

## **9. OTHER BUSINESS ACTIVITY**

- 9.1 Subject to the provisions of this Agreement, during the term of this Agreement the Contractor shall not offer to provide services to any company, firm or person other than Statistics NZ in respect of any matter where in its reasonable opinion the interests of that company, firm or person may or do conflict with the interests of Statistics NZ regarding the subject matter of this Agreement.
- 9.2 Where the Contractor is of the reasonable opinion that such a conflict of interest has arisen or may arise, the Contractor may, with the prior written consent of Statistics NZ, act for that person regarding that subject matter. Statistics NZ's consent to the Contractor so acting will not be unreasonably withheld.
- 9.3 Neither Statistics NZ nor the Contractor shall at any time during the continuance of this Agreement or for a period of twelve (12) months after the termination of this Agreement, solicit or endeavour to entice away or encourage any other person to solicit or endeavour to entice away any person who was an employee of the other party at the date of termination of this Agreement or during the preceding six (6) months. This does not limit the ability of either party to consider any unsolicited application for employment or application in response to a general advertisement of employment opportunities.

## **10. DISPUTES**

- 10.1 Differences arising under this Agreement will be settled amicably by the parties but if this is not possible the matter in dispute will be referred to the president of the New Zealand Law Society or a person nominated by him and his decision shall be final and binding on the parties. Such reference will be deemed to be a submission under the Arbitration Act 1996 and, unless the parties otherwise agree, the reference will proceed in accordance with that Act.

## **11. TERMINATION**

- 11.1 Either party may terminate this Agreement forthwith where the other party fails to observe or perform any provision of this Agreement and fails to remedy such breach within seven (7) working days after written notice has been given to the party in breach.
- 11.2 If the Agreement should be terminated for any reason, then:
- 11.2.1 the contractor shall retain all payments received prior to termination and Statistics NZ agrees to pay any outstanding invoices as of the effective date the termination: and
- 11.2.2 Statistics NZ agrees to pay for any work performed but not invoiced up to the effective date of termination.
- 11.3 For any other reason, either party may terminate by giving three (3) months notice.

## **12. RETURN OF DOCUMENTS AND COPYRIGHT**

- 12.1 Ownership of and copyright in any document, records, papers or other material produced, whether in electronic form or otherwise, pursuant to this Agreement belongs to Statistics NZ.
- 12.2 Upon termination of this Agreement, at the request of Statistics NZ, the Contractor shall:
- 12.2.1 promptly deliver to Statistics NZ or its authorised representative all documents, records or papers in the Contractor's possession or under its control and which relates in any way to the business or affairs of Statistics NZ; and
  - 12.2.2 not be entitled to retain a copy of any document which the Contractor is required to deliver to Statistics NZ or its authorised representative.
  - 12.2.3 publish the results of the research for academic purposes subject to the written approval of Statistics NZ. Such approval will not be unreasonably withheld and notification of approval or denial will be made within 30 working days of request.

## **13. INDEMNITY**

### **13.1 Negligent Damage**

The contractor shall bear the entire risk and liability for any loss for damage caused to Statistics NZ, or to the property of Statistics NZ, as a result of any wilful acts or negligence on the part of the contractor or contractor's employees, agents or sub-contractors. The contractor shall indemnify Statistics NZ against liability up to a limit of NZ \$100,000 (one hundred thousand New Zealand dollars) for all claims made against Statistics NZ by third parties arising as a direct result of any breach of contract, default or negligence of the contractor or contractor's employees, agents, or contractors.

### **13.2 Intellectual Property**

The contractor shall indemnify and otherwise hold Statistics NZ harmless from all costs, losses, damages or liability (including, without limitation, legal costs on a solicitor-client basis) arising out of any claim by any third party that any goods or services furnished by the contractor under this Agreement infringe such party's Intellectual Property Rights and the contractor shall defend such claim at its own expense.

### **13.3 Breach of Contract**

Neither party shall be liable under the law of tort, contract or otherwise for any loss of profits or savings or for any indirect, incidental or consequential loss of damage, however caused, arising out of or in connection with this Agreement.

## **13.4 Limitation of Liability**

The aggregate liability of the contractor for all claims arising from the sub clauses 13.1, 13.2, and 13.3 shall not exceed the amount as specified in Schedule One of **TYPE OUT AMOUNT IN FULL PROPOSAL** New Zealand Dollars **(\$XX,XXX.00)** in any one calendar year during the currency of this Agreement and any statements of work.

## **13.5 Statistics New Zealand Actions**

Where any claim referred to in sub-clauses 13.1, 13.2, and 13.3 is brought against Statistics NZ, Statistics NZ shall:

- a. promptly notify the contractor, and
- b. permits the contractor to defend or settle such claim: and
- c. other than in respect of a claim by Statistics NZ against the contractor, gives the contractor all available information, assistance and authority to enable the contractor to defend the claim.

## **14. AMENDMENT TO AGREEMENT**

- 14.1 The parties may at any time by supplemental agreement in writing vary, amend, add to, make substitutions in, or alter, this Agreement including the Schedule and after the execution of any such supplemental agreement this Agreement shall take effect accordingly.

## **15. NOTICES**

- 15.1 Notices may be given by either party by letter addressed to the other party. The initial addresses of each party are specified in Schedule One. Any such notice may be sent by mail or left at such office or address and if sent by mail shall be deemed to have been given on the day after the day on which the letter is posted.

## **16. MISCELLANEOUS**

- 16.1 This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior oral and written agreements, understandings and quotations relating thereto.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party.
- 16.3 Time is of the essence in respect of all dates and times for performance by the Contractor of its obligations under this Agreement. No failure to exercise, and no delay in exercising, any right under this Agreement will not operate as a waiver of that

right, nor will a single or partial exercise of a right preclude another or further exercise of that right or the exercise of another right. No waiver of a right under this Agreement will be effective unless it is signed by the party waiving the right.

- 16.4 The Contractor shall not be liable for any delay in performing its obligations under this Agreement arising by reason of Force Majeure, namely circumstances beyond the control of the Contractor.
- 16.5 The illegality, invalidity or unenforceability of a provision of this Agreement under any law will not affect the legality, validity or enforceability of that provision under another law or the legality, validity or enforceability of another provision.
- 16.6 If any provision of this Agreement is susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid.
- 16.7 This Agreement is governed by and is to be construed in accordance with New Zealand law.

**EXECUTION**

**EXECUTED** as an agreement

**SIGNED** for and on behalf of {~ insert name of company providing the service}, by

Signature of Authorised Signatory.....

Full Name.....

**IN THE PRESENCE** of

Signature of Witness.....

Occupation / Position.....

Full Name.....

Date.....

**SIGNED** for and on behalf of Statistics New Zealand, by

Signature of Authorised Signatory.....

Full Name.....

**IN THE PRESENCE** of

Signature of Witness.....

Occupation / Position.....

Full Name.....

Date.....

# SCHEDULE ONE

## Description of Services (clause 1.1)

{ ~ insert description of services. Provide as much detail as possible to avoid any disputes over service at a later date }

For example:

- Timeframes
- Deliverables
- Reporting Method etc

\*The lead researcher will be responsible for the mentoring of a junior team member throughout the project life cycle. The mentor will transfer knowledge, experience and skill aimed to develop and build the mentee's expertise and understanding of statistical and methodological research specific to the project: "XXXX". In this instance XXX will be mentored by XXX. If Mr./Ms/Miss XXXX leaves the "XXX" project, the lead researcher will notify OS Research. A new junior staff will be sought from Stats NZ as soon as possible.

## Additional Information

### *1. Presentations and expert workshops*

One researcher from the project team will attend at least one Official Statistics System seminar and/or if appropriate an expert workshop in which attendees learn how to use the findings for their work purposes. Presentations and expert workshops will be coordinated by OS Research in consultation with Lead Researcher.

### *2. OS Research work day*

At least one researcher from the project team will make every attempt to attend the OS Research work day paid for by the funder. It is expected this work day will be scheduled in March 2008.

### *3. Bi-monthly progress reports*

The bi-monthly reports are to ensure progress and quality and assess risks. They will be e-mailed to the Lead Researcher who is obligated to complete the report and return it to OS Research within the requested deadline.

### *4. Final report template*

OS Research requires all final reports to have a particular look. A Microsoft Word template will be provided to ensure headings, table of contents, title page, abstract, headers and footers, pages numbers, references and appendices are consistent. Graphs and tables are exempt except for the title and labels. If the research team does not use Microsoft Word, they still must follow the text and grammar guidelines. Whomever within the research team is responsible for the final report, he/she must follow the template or the report will not be published (see #6 below). OS Research will ensure the template is provided to the Lead Researcher at least five months before the final report is due.

### *5. Peer reviews*

Every final report is to be peer reviewed by one of the recommended reviewers listed on the full proposal. If the peer review is negative, another review will be sought from the second recommendation. Whenever there is a negative review, the Lead Researcher is given the opportunity to respond in written form.

*6. OS Research electronic series*

OS Research has an electronic series published annually from [www.statisphere.govt.nz](http://www.statisphere.govt.nz). It is anticipated that all final reports will be publicly available through this series. If the final report template is not used and/or if the final report receives two negative peer reviews that do not endorse web publication, it is highly likely that OS Research will not publish and disseminate the paper. OS Research reserves the right to determine if a final report is un-publishable based on the peer review(s). Lead Researchers will be provided the opportunity to re-write the final report.

*7. Invoices*

Invoices should be e-mailed or mailed to  
osresearch@stats.govt.nz  
or  
Official Statistics Research  
Statistics New Zealand  
PO Box 2922  
Wellington

**The following dates are when invoices are due:**  
**X November 2007**  
**X March 2007**  
**X June 2007**

**Term of Contract (clauses 3.1 & 4.1)**

The Services described above shall commence from the date this Agreement is signed by both parties and shall continue until {~ insert contract expiry date} , or until termination by one of the parties. Statistics NZ reserves the right to extend the contract for a further period. This contract will be reviewed {~ insert review period, e.g monthly, quarterly, annually} mutually by both parties.

**Personnel (clause 4.2)**

{~ insert Contractor’s personnel (names) used to provide the services }

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**Representatives (clause 4.4)**

- (a) For Statistics NZ: {~ insert Statistic NZ's contact person}  
{~ insert contact address and telephone number}
- (b) For the Contractor: {~ insert Contractor's contact person}  
{~ insert contact address and telephone number}

**Period after completion within which the Contractor must be notified of errors, omissions, defects or faults (clause 4.6)** {~ insert timeframe e.g. 3, 6 or 9 months}

### **Pricing Structure (clause 5.1)**

{~ insert pricing structure. Note: all pricing should be **exclusive** of GST }

### **Addresses for notices (clause 15.1)**

Statistics NZ: {insert name}                      The Contractor: {~ insert name}

Statistics NZ New Zealand                      {insert address}  
Statistics House  
The Boulevard  
Harbour Quays  
PO Box 2922  
Wellington

## **REFERENCE INFORMATION**

Contractor Name: {~ insert Contractor Name}

Please provide Vendor Name for invoicing purposes if different to Contractor Name:  
{~ insert Vendor Name}

Contract Name: {~ insert Contract Name}

Business Unit: {~ insert Statistics business unit}

Value of Contract: {~ insert Monetary Value of Contract}

Commencement Date (Date of last signature): {~ insert Commencement Date}

Expiry Date: {~ insert Expiry Date}