Framework Terms and Conditions

Introduction

These Framework Terms and Conditions form part of the contract to allow one or more Purchasing Agencies to purchase outcome-focused services from the Provider.

These Framework Terms and Conditions will apply to all services the Provider agrees to provide under an Outcome Agreement and are incorporated by reference into every Outcome Agreement. Where more than one Purchasing Agency is a party to an Outcome Agreement these Framework Terms and Conditions will generally apply as between the Provider and the Purchasing Agency in respect of the Services provided by the Provider to that Purchasing Agency.

Purpose & Context Statement

The Purchasing Agency and Provider each agree that the purpose of providing the Services is to make a positive contribution to improving:

- the lives of whānau of any ethnicity and vulnerable persons living in New Zealand; and/or
- access to justice and reducing crime and its effects on the community.

Where relevant, Purchasing Agencies will take collective responsibility for providing a consistent and co-ordinated across-Government approach to engaging and working with the Provider. Each Purchasing Agency must sign the Government Agency Agreement that records how the Purchasing Agency will work together with other Purchasing Agencies to perform those aspects of these Framework Terms and Conditions that require collaboration between them.

Relationship Principles

The Purchasing Agency and Provider will work together to ensure that the Services are accessible and effective in contributing towards achieving the Outcome, and to that end agree to:

- act honestly and in good faith;
- communicate openly and in a timely manner;
- work in a collaborative and constructive manner – including towards the resolution of real or perceived problems and issues;
- recognise each other’s responsibilities;
- encourage quality and innovation to achieve positive outcomes; and
- maximise the value for money to the Government in purchasing services that contribute towards achieving specified outcomes – including by ensuring appropriate flexibility so that services can be adapted (following discussion) to meet identified and agreed needs.
The Purchasing Agency and Provider acknowledges that these Framework Terms and Conditions reflect these principles in action.

These Framework Terms and Conditions use a number of defined terms and the corresponding definitions and interpretation section is in Schedule One.

1. **Term**

1.1 These Framework Terms and Conditions apply for the term of any Outcome Agreement signed by the Purchasing Agency and Provider.

2. **Becoming a Purchasing Agency**

2.1 An Eligible Agency may request the Provider perform Services and the Provider will perform those Services subject to:

   (a) each Eligible Agency and the Provider first signing an Outcome Agreement; and

   (b) the Eligible Agency signing a Government Agency Agreement with the Co-ordinating Agency.

   An Eligible Agency will become a Purchasing Agency upon signing an Outcome Agreement and a Government Agency Agreement.

2.2 The Purchasing Agency commits to act consistently with the provisions of:

   (a) these Framework Terms and Conditions;

   (b) each Outcome Agreement it has signed; and

   (c) each Outcome Agreement Management Plan.

2.3 Despite clause 2.2 and to avoid doubt:

   (a) no Outcome Agreement Management Plan will create legally binding obligations between the Purchasing Agency and Provider, instead it is a contract management tool designed to help make sure ‘best practice’ is applied in managing and maximising the benefits of the relationship between the Purchasing Agency and Provider;

   (b) the obligations recorded in any Remedy Plan will be legally binding obligations between the Purchasing Agency and Provider; and

   (c) a Government Agency Agreement only creates legally binding obligations (to the extent permissible at Law) between the Co-ordinating Agency and the Purchasing Agency.
3. **Services**

3.1 The Provider will provide the Services in accordance with these Framework Terms and Conditions and the Outcome Agreement and so as to contribute towards achieving each Outcome described in the Outcome Agreement.

4. **Payment**

4.1 Subject to clause 13 (Recovery, Reduction or Suspension of Payments), in return for providing the Services the Purchasing Agency will pay the Provider the amounts, and at the times, recorded in the Outcome Agreement.

4.2 At the times and/or frequency specified in the Outcome Agreement, the Provider (or its nominee) will issue a valid tax invoice to the Purchasing Agency for the Services provided (or to be provided) to that Purchasing Agency under the Outcome Agreement.

5. **Contract management – Communication, Monitoring, Reporting and Audit**

5.1 The Purchasing Agency will follow best practice contract management behaviours to ensure that its contract management requirements appropriately reflect the nature and value of the Services and are principally focused on evaluating and enhancing the effectiveness of the Services to contribute towards achieving each Outcome described in the Outcome Agreement.

5.2 **Regular communication and monitoring**

(a) The Purchasing Agency and the Provider will maintain regular contact with each other for the purpose of:

(i) monitoring the Provider’s performance against its obligations under the Outcome Agreement;

(ii) encouraging the on-going review and assessment of the effectiveness of the Services;

(iii) providing mutual constructive feedback that will enhance the effectiveness of the Services; and

(iv) identifying early any issues and opportunities to do things better on the part of each party.

(b) Any scheduled monitoring activity the Purchasing Agency wants to undertake will be specified in the Outcome Agreement.
**Regular Reporting Activity**

5.3 To augment the regular communication described in clause 5.2, the Provider will provide the information and reports recorded in the Outcome Agreement (Regular Reports) at the times or frequency specified in the Outcome Agreement.

**Special Enquiry Rights and Reports**

5.4 If the Purchasing Agency, acting reasonably, believes that the Provider has breached the terms of the Outcome Agreement, the Purchasing Agency may, acting reasonably, require the Provider to:

(a) furnish it with further information to establish whether a breach has occurred, and if so why it occurred; and/or

(b) submit to an audit to establish whether a breach is an isolated event or one of multiple breaches

(collectively referred to as Special Enquiry Rights).

**Statutory review or audit**

5.5 The Purchasing Agency or its nominee, may carry out any audit or review of the Provider and/or Services permitted or required by Law (Statutory Audit Rights). To avoid doubt, nothing in clause 5.6 of these Framework Terms and Conditions limits a Purchasing Agency’s right to conduct an audit or review that is authorised by Law. The Purchasing Agency will specify in the Outcome Agreement any statutory audit or review activity it intends to conduct during the term of the Outcome Agreement.

**Principles of co-ordination and co-operation**

5.6 The Purchasing Agency agrees that it will co-ordinate and co-operate with the Provider and each Other Purchasing Agency to try to ensure (to the extent reasonable and practicable in the circumstances) that:

(a) the Purchasing Agency and each Other Purchasing Agency’s requirements for Regular Reports can be aligned and satisfied at the same time or frequency and by a single report covering all relevant matters;

(b) it gives the Provider and each Other Purchasing Agency reasonable notice in advance of:

(i) exercising any Special Enquiry Rights, including providing details of the breach or suspected breach and what it wants from the Provider;

(ii) exercising any Statutory Audit Rights, including describing the Law under which the audit or review will be conducted;
(c) its own exercise of any Special Enquiry Rights will also provide any further information or explanation that any Other Purchasing Agency may want in connection with the circumstances giving rise to the exercise of such right; and

(d) it will not exercise any Special Enquiry Rights or Statutory Audit Rights (to the extent permissible at Law) more often than once in any calendar year unless the Purchasing Agency, acting reasonably, believes the Provider has breached the Outcome Agreement.

5.7 The Provider will provide the Purchasing Agency (or its nominee) with access to the Provider’s premises and appropriate personnel and records to allow the exercise of Special Enquiry Rights and Statutory Audit Rights by the Purchasing Agency.

5.8 The Purchasing Agency may share Confidential Information generated from the Regular Reporting and the exercise of the Special Enquiry Rights and Statutory Audit Rights with the audience described in the Outcome Agreement.

**Relationship Manager**

5.9 The Provider and each Purchasing Agency will appoint and keep a Relationship Manager for each Outcome Agreement. The appointing party may change its Relationship Manager at any time by giving notice to any other party to that Outcome Agreement. The Relationship Managers for each Outcome Agreement will maintain regular contact in accordance with these Framework Terms and Conditions and the Outcome Agreement Management Plan (if any).

6. **Conditions**

6.1 The Outcome Agreement may include conditions that must be satisfied or complied with by either the Provider or the Purchasing Agency (Conditioned Party) and the consequence if the condition is not satisfied or complied with. To clarify, whichever of the Provider or Purchasing Agency that is not required to satisfy or comply with a particular condition, is referred to as the “Non-Conditioned Party” in respect of that condition.

6.2 The Outcome Agreement is subject to the nominated Conditioned Party satisfying the conditions recorded in the Outcome Agreement that must be satisfied before the Outcome Agreement will be in full effect.

6.3 If the Conditioned Party does not satisfy or comply with any condition that is specified in the Outcome Agreement as having to be satisfied or complied with after the Outcome Agreement is in full effect, the Non-Conditioned Party, may do any one or more of the following:

(a) take the action it is allowed to under the Outcome Agreement;

(b) require a Remedy Plan to be agreed (if appropriate) and require the Conditioned Party to perform all actions recorded in the Remedy Plan. However, if a Remedy
Plan is not entered by a date specified by the Non-Conditioned Party (acting reasonably), the Non-Conditioned Party can then take any other action it is allowed to under the Outcome Agreement;

(c) suspend some or all of the Services being provided under the Outcome Agreement (and if relevant, suspend payment for those Services) on giving written notice to the Conditioned Party; or

(d) exercise any other rights the Non-Conditioned Party has, or enforce consequences that result under the Outcome Agreement (including these Framework Terms and Conditions).

7. Information to Purchasing Agency

7.1 The Provider must provide written notice to the Purchasing Agency if:

(a) the Provider proposes to change its legal structure and, after receipt of such a notice, the Purchasing Agency and the Provider will consult with each other concerning what an appropriate response should be;

(b) any of the Provider’s personnel (staff or governance) or contractors are being investigated for, have been charged with, or convicted of any criminal offence that, viewed objectively and reasonably, represents a material risk to the performance of the Services or the achievement of the Outcome(s) (including because it might damage the reputation of either the Provider or the Purchasing Agency were it to be publicly known), and, after receipt of such a notice, the Purchasing Agency and the Provider will discuss with each other concerning what an appropriate response should be.

8. Incentives

8.1 If the Outcome Agreement provides for an Incentive and the Provider satisfies the criteria for receiving that Incentive, the Purchasing Agency will provide the Incentive to the Provider in accordance with the Outcome Agreement.

9. Dispute Resolution

9.1 If any party wishes to raise a dispute relating to the Outcome Agreement (including these Framework Terms and Conditions) (Dispute), it may do so by giving written notice to the other parties to the Outcome Agreement who are involved in that Dispute (Disputing Parties) detailing the nature of the dispute (Dispute Notice).

9.2 The Disputing Parties will try to negotiate resolution of the Dispute through their Relationship Managers in the first instance.

9.3 If the Relationship Managers of the Disputing Parties cannot resolve the Dispute within 21 days of receiving the Dispute Notice, any Disputing Party may by written notice to all
Disputing Parties refer the Dispute to be resolved by mediation. Each Disputing Party will participate in a mediation to resolve the Dispute. If all the Disputing Parties cannot agree on a mediator within 28 days of the referral, the Chairperson of LEADR New Zealand Incorporated (or its successor entity) will appoint the mediator.

9.4 No Purchasing Agency or Provider may commence any formal legal proceedings in respect of a Dispute unless it has first complied with clauses 9.2 and 9.3, unless it is necessary to preserve its rights.

10. Confidentiality

10.1 Confidential Information

The Purchasing Agency and Provider will treat as confidential and not disclose or use any information relating to or obtained in connection with the Outcome Agreement and any information derived from that information (Confidential Information) without first obtaining the written consent of the party that owns or provided the Confidential Information.

10.2 Permitted disclosure

Clause 10.1 does not prevent disclosure or use of Confidential Information by a party if:

(a) the disclosure or use is necessary to perform its obligations, or to exercise its rights, under or in relation to the Outcome Agreement (for example, to give effect to clauses 5.6 (Principles of Co-ordination and Cooperation), 5.8 (Information Sharing) and 12.3(d) (Orderly Transition of Services) of these Framework Terms and Conditions) or is expressly authorised or required by the Outcome Agreement;

(b) the Confidential Information is known, or becomes known to the public other than because of a breach of this clause 10 by that party and the party who provided the Confidential Information no longer requires it to be kept confidential; or

(c) the recipient is required by Law or Parliamentary convention to disclose such information.

10.3 Confidentiality undertaking required

(a) If these Framework Terms and Conditions or an Outcome Agreement permit disclosure of any Confidential Information to any third party, the Provider and the Purchasing Agency (as applicable) may only disclose that Confidential Information to that third party (including an auditor appointed under clauses 5.4 or 5.5) if it first obtains a written confidentiality undertaking from that third party in terms substantially similar to those set out in this clause 10, provided that no confidentiality undertaking is required if the reason for disclosure is described in clause 10.2(b) or (c).
(b) To avoid doubt, an employee of the Purchasing Agency or Provider is not a third party for the purpose of clause 10.3(a). Confidential Information may be disclosed to an employee of the Purchasing Agency or Provider provided the employee is subject to an obligation requiring the employee to maintain the confidentiality of any information he/she becomes aware of through the course of the employee’s employment with the Purchasing Agency or Provider.

10.4 **Personal Information**

The Purchasing Agency and Provider agree that:

(a) the Confidential Information of a party includes all “personal information” (as that term is defined in the Privacy Act 1993) in the possession of that party; and

(b) despite what is otherwise allowed under clauses 10.1 and 10.2, and in addition to what is required under clause 10.3 (a confidentiality undertaking), personal information may only be disclosed by a party (including to the other party or a third party) if the person who the personal information relates to has given their written consent to that disclosure.

11. **Intellectual Property**

11.1 The Purchasing Agency and Provider retain ownership of all Intellectual Property Rights they respectively owned before the commencement date of the Outcome Agreement. Signing the Outcome Agreement does not give either party any rights to use any Intellectual Property Rights of the other party unless specifically agreed.

11.2 Subject to clause 11.3, all new Intellectual Property Rights created by the Provider while performing Services under the Outcome Agreement (**New IP**) will be owned by the Provider unless:

(a) the Provider and the Purchasing Agency cannot reach agreement (in writing) on the Agreed Uses under clause 11.3(a), in which case the Purchasing Agency (and not the Provider) will own all New IP; or

(b) the Purchasing Agency and Provider agree that New IP will be owned by the Purchasing Agency (alone or jointly with the Provider), in which case the specified New IP will be owned as recorded in the Outcome Agreement.

11.3 The Provider and the Purchasing Agency will discuss how any New IP is to be owned and used, and try to agree (in writing) mutually acceptable use terms (**Agreed Uses**). In addition:

(a) in respect of New IP to be owned solely by the Provider, the Provider grants the Purchasing Agency a perpetual, irrevocable, royalty-free and non-exclusive licence to use, modify and copy such New IP for any purpose connected with the performance of the Outcome Agreement and any Agreed Uses; and
(b) in respect of New IP to be owned solely by the Purchasing Agency, the Purchasing Agency grants the Provider a perpetual, irrevocable, royalty-free and non-exclusive licence to use, modify and copy such New IP for any purpose connected with the performance of the Outcome Agreement and any Agreed Uses; and

(c) in respect of New IP to be jointly owned by the Provider and the Purchasing Agency, each of them grants the other the right to use, modify and copy such New IP for any purpose connected with the performance of the Outcome Agreement and any Agreed Uses.

11.4 If the Purchasing Agency or Provider uses or makes available to the other any Intellectual Property Rights in connection with an Outcome Agreement or other Agreed Uses then it warrants that those Intellectual Property Rights can be used for that purpose without infringing the Intellectual Property Rights of any third party.

11.5 The Purchasing Agency and Provider each agree to do anything else reasonably required by the other to give effect to this clause 11 and will also make sure that their personnel and contractors do the same.

12. Termination

12.1 Termination of an Outcome Agreement for convenience

Unless specified otherwise in the Outcome Agreement, the Purchasing Agency or the Provider may terminate its participation in the Outcome Agreement, or any part of it, by giving the other at least 90 days prior written notice, unless an alternative period is agreed in writing.

12.2 Termination of Outcome Agreement for breach

(a) Unless specified otherwise in the Outcome Agreement and subject to clauses 12.2(b) and (c), the Purchasing Agency or the Provider may terminate its participation in the Outcome Agreement, or any part of it, if the other breaches any term of the Outcome Agreement and such breach is not remedied within 14 days of receiving the other’s written notice of the breach, unless an alternative remedy period is agreed in writing.

(b) The non-breaching party may allow the breach to be subject to a Remedy Plan. However, if a Remedy Plan is not entered by a date specified by the non-breaching party (acting reasonably), the non-breaching party will be able to exercise the right in clause 12.2(a) for that breach.

(c) If the Provider and the Purchasing Agency enter into a Remedy Plan:

(i) both the Provider and Purchasing Agency (whichever is relevant) will perform the tasks specified for it under the Remedy Plan;
(ii) the non-breaching party will not be able to exercise the right in clause 12.2(a) for the breach that is subject to the Remedy Plan; and

(iii) any breach of that Remedy Plan will give the non-breaching party the right to terminate the Outcome Agreement in accordance with clause 12.2(a), without having to enter a new Remedy Plan.

12.3 Consequences of termination of any Outcome Agreement

(a) If the Outcome Agreement or any part of it is terminated under clause 12.1 or 12.2, the Provider must stop performing the relevant Services described in the Outcome Agreement for the Purchasing Agency from the date of termination of the Outcome Agreement unless an alternative date for stopping the Services is agreed.

(b) Subject to clause 13.1, the Purchasing Agency will pay the Provider for all Services provided up to and including the date the Outcome Agreement is terminated.

(c) The Provider will repay the Purchasing Agency that portion of funding already paid to the Provider for Services that will not be provided as a consequence of terminating the Outcome Agreement. Clauses 13.2 and 13.3 will apply to any repayments under this clause 12.3(c).

(d) The Purchasing Agency and the Provider will discuss how to ensure that there is an orderly transition of the applicable Services from the Provider to any replacement provider following termination of the Outcome Agreement, agree a plan and implement their respective obligations under that plan.

12.4 Where one, but not every, Purchasing Agency terminates an Outcome Agreement

(a) If more than one Purchasing Agency is party to the Outcome Agreement, and any (but not every) Purchasing Agency terminates its participation in the Outcome Agreement, or any part of it, under clauses 12.1 or 12.2 (Exiting Purchasing Agency), the remainder of the Outcome Agreement will not be terminated.

(b) The Provider will continue to perform the Services for the remaining Purchasing Agency/ies.

(c) Subject to clause 13.1, the Exiting Purchasing Agency will pay the Provider for all Services provided up to and including the date the termination of the Exiting Purchasing Agency’s participation in the Outcome Agreement becomes effective.

12.5 Survival

Clauses 5 (Contract Management), 9 (Dispute Resolution), 10 (Confidentiality), 11 (Intellectual Property), 12.1 to 12.4 (inclusive) (Termination), 13 (Recovery, Reduction or Suspension of Payments), 14 (Indemnity) and Schedule One (Definitions and Interpretation) all survive termination or expiry of the Outcome Agreement.
13. **Recovery, Reduction or Suspension of Payments**

13.1 If the Provider does not:

(a) provide the Services in accordance with the Outcome Agreement, including without limitation;

   (i) meeting any Service delivery targets or performance measures recorded in an Outcome Agreement; or

   (ii) satisfying any conditions that can result in the Purchasing Agency suspending or terminating the Services under an Outcome Agreement,

the Purchasing Agency may:

(b) require the Provider to:

   (i) repay a portion of funding already paid to the Provider; or

   (ii) reduce the amount to be paid on subsequent payment dates; or

(c) suspend or delay payment of a portion of the amount to be paid on subsequent payment dates until a Remedy Plan is agreed and its obligations are performed.

13.2 Any amount to be repaid, reduced, suspended or delayed pursuant to clause 13.1 or 12.3(c) will be determined by the Purchasing Agency acting reasonably and following a discussion with the Provider regarding the quality and quantity of Services that were provided or the circumstances relevant to the suspension or delay in payment.

13.3 The Provider must repay the Purchasing Agency within 30 days of the date the Purchasing Agency provides written notice of the amount to be repaid to the Provider.

14. **Indemnity**

14.1 The Provider will indemnify the Purchasing Agency against all losses suffered or incurred by the Purchasing Agency as a result of any claim by a third party that its Intellectual Property Rights or other rights have been breached as a consequence of the Provider’s breach of the Outcome Agreement, including these Framework Terms and Conditions, except to the extent caused by the Purchasing Agency’s negligence, breach of the Outcome Agreement or wilful misconduct.

15. **General Terms**

15.1 **Relationship of Purchasing Agencies:** In relation to the Outcome Agreement, the Purchasing Agency is only responsible for its own contracted obligations, and will not be responsible for any obligations identified in the Outcome Agreement as being owed by any Other Purchasing Agency.
15.2 **Variation process**: The Outcome Agreement may be varied with the written agreement of the Purchasing Agency and the Provider. If Other Purchasing Agencies are also party to the Outcome Agreement, and the proposed variation only relates to Services being provided to one Purchasing Agency, then only the written agreement of that Purchasing Agency and the Provider is required to make that variation.

15.3 **No subcontracting without consent**: The Provider may not subcontract the performance of any of the Services without first obtaining the prior written consent of the Purchasing Agency, such consent not to be unreasonably withheld. The Provider is responsible for the acts and omissions of any subcontractor. If Other Purchasing Agencies are also party to the Outcome Agreement and subcontracting of performance of a Service by the Provider only affects one Purchasing Agency then only the prior written consent of that Purchasing Agency is required under this clause 15.3.

15.4 **Assignment**: The Provider may not assign, novate or transfer its rights or obligations under the Outcome Agreement without first obtaining the permission of the Purchasing Agency and such permission will not be unreasonably withheld.

15.5 **Comply with Laws**: The Purchasing Agency and the Provider will comply with all Laws applicable to them and their activities and not cause the other to breach any Law that relate to the provision of Services under the Outcome Agreement.

15.6 **Entire Agreement**: The Outcome Agreement incorporates these Framework Terms and Conditions and read together they record the entire agreement between the Provider and Purchasing Agency in relation to the supply of Services under the Outcome Agreement and supersede all previous oral or written agreements concerning the same subject matter.

15.7 **Enforceability**: If any clause of the Outcome Agreement (including any of these Framework Terms and Conditions) is held to be illegal, invalid or unenforceable, it will be removed from the Outcome Agreement without affecting any other clause.

15.8 **Waiver**: The failure or delay by the Purchasing Agency or the Provider to exercise or enforce any right under the Outcome Agreement (including any of these Framework Terms and Conditions) will not operate as a waiver of that right, unless such waiver is recorded in writing and sent to the relevant party by the party waiving that right.

15.9 **Notices**:

(a) Each notice or other communication under the Outcome Agreement (including any of these Framework Terms and Conditions) will be made in writing and delivered by post, personal delivery or email to the addressee at the addressee’s postal address, physical address or email address (as applicable), marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the addressee.

(b) A notice or other communication will be deemed to be received:
(i) in the case of a letter sent to the addressee’s postal address, on the second Business Day after posting;

(ii) in the case of personal delivery, on receipt; and

(iii) in the case of email at the time the email leaves the communications system of the sender, provided that the sender:

   (A) does not receive any error message relating to the sending of the email at the time of the sending; and

   (B) has obtained confirmation that the email has been delivered to the recipient (which confirmation may be in the form of an automated delivery receipt from the communications system of the recipient),

   on the day on which it is dispatched or, if dispatched after 5 p.m. (in the place of receipt) on the next Business Day after the date of dispatch.

15.10 **Conflict of interest**: The Provider must advise the Purchasing Agency of whether and whenever it has any actual, potential or perceived Conflict of Interest in connection with the provision of the Services specified in the Outcome Agreement, and follow the directions of the Purchasing Agency if the Purchasing Agency notifies the Provider that it has determined that the Provider has an actual, potential or perceived Conflict of Interest.
Schedule One: Definitions and Interpretation

Definitions: In these Framework Terms and Conditions, and in the Outcome Agreement, unless the context otherwise requires:

**Business Day** means any day of the year other than:

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day;

(b) a day commencing on the 24th day of December in any year and ending on the 5th of January in the following year, both days inclusive; and

(c) the day observed as the anniversary of Wellington, New Zealand and the province where the Provider’s head office is located;

**Conflict of interest** means any matter, circumstance, interest or activity of the Provider, its personnel, contractors, subcontractors, or any other person with whom the Provider has a relationship arising by whatever means that directly or indirectly conflicts with:

(a) the duties of the Provider and any of its personnel, contractors or subcontractors to the Purchasing Agency under the Outcome Agreement; or

(b) the interests of the Purchasing Agency in relation to the Outcome Agreement or otherwise in respect to the provision of Services to the Purchasing Agency;

or otherwise impairs or might appear to impair the ability of the Provider (or any of its personnel, contractors or subcontractors) to diligently and independently provide the Services to the Purchasing Agency under the Outcome Agreement;

**Co-ordinating Agency** means the Ministry of Business, Innovation and Employment;

**Eligible Agency** means

(a) each Public Service department, as defined in section 27 of the State Sector Act 1988;

(b) the New Zealand Defence Force, the New Zealand Police, the New Zealand Security Intelligence Service, the Parliamentary Counsel Office, the Clerk of the House of Representatives and the Parliamentary Corporation;

(c) each Crown Entity, as defined in section 7 of the Crown Entities Act 2004;

(d) each organisation listed in the fourth schedule to the Public Finance Act 1989;

(e) the Office of the Controller and Auditor-General, the Office of the Ombudsmen, and the Office of the Parliamentary Commissioner for the Environment;
(f) each corporation listed in the first schedule to the State Owned Enterprises Act 1986;

(g) each local authority, as defined in section 5 of the Local Government Act 2002; and

(h) any other organisation, agency or person that does not fall within the above categories but which the Co-ordinating Agency determines should be treated as an eligible agency for the purposes of these Framework Terms and Conditions;

**Framework Terms and Conditions** means these terms and conditions;

**Incentive** means an incentive (if any) that a Purchasing Agency has agreed to offer to a Provider under the Outcome Agreement, such incentive being subject to any criteria described in the Outcome Agreement;

**Intellectual Property Rights** means all present and future intellectual property rights as may exist anywhere in the world, whether conferred by statute, at common law or in equity, and whether or not registered or capable of registration, including patent rights, copyright and design rights and any proprietary business methodology or “know-how”;

**Government Agency Agreement** means the agreement between the Co-ordinating Agency and a Purchasing Agency relating to the management of their relationship with each other and other Purchasing Agencies in relation to Providers who are party to Outcome Agreements;

**Law** means:

(a) any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time to which a party is subject;

(b) the common law and the law of equity as applicable to the parties from time to time;

(c) any binding court order, judgment or decree;

(d) any applicable industry code, convention, policy or standard enforceable by law; and

(e) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a party and that is made or given by any governmental, legal or regulatory body having jurisdiction over a party or any of that party’s assets, resources or business,

in any jurisdiction that is applicable to an Outcome Agreement;

**Other Purchasing Agency** means each other Purchasing Agency that is also a party to the Outcome Agreement;

**Outcome** means each outcome described in the Outcome Agreement;
**Outcome Agreement** means the Outcome Agreement signed by one or more Eligible Agencies and the Provider detailing the Services;

**Outcome Agreement Management Plan** means, if applicable for the Outcome Agreement, the contract management plan relating to how the Purchasing Agency and any Other Purchasing Agencies and the Provider will work together under the Outcome Agreement;

**Provider** means the non-government organisation named as the provider in an Outcome Agreement;

**Purchasing Agency** means an Eligible Agency that has signed an Outcome Agreement and the Government Agency Agreement;

**Relationship Manager** means the relationship manager appointed by each party and named as a relationship manager in an Outcome Agreement;

**Remedy Plan** means a written plan that may be entered into by the Provider and the Purchasing Agency to address any non-performance issues, such Remedy Plan will identify:

(a) the non-performance issue;

(b) how and why the non-performance issue arose; and

(c) what action the Provider or the Purchasing Agency (whichever is relevant) must take to address or resolve the non-performance issue to the satisfaction of the other, and a timetable for such actions to be completed;

**Services** means, for an Outcome Agreement, each of the services the Provider will perform to contribute towards achieving each Outcome as described in the Outcome Agreement.

**Interpretation**: Unless the context otherwise requires:

(a) a reference to documentation (including these Framework Terms and Conditions) includes a reference to that document as varied, supplemented, novated or substituted from time to time;

(b) headings are not to be used for interpretation;

(c) the Introduction, Purpose & Context Statement and Relationship Principles form part of these Framework Terms and Conditions; and

(d) the singular includes the plural and vice versa.