**[Optional cover page]**

**Outcome Agreement (Bilateral)**

***[Note for using this document – This Outcome Agreement is not suitable for situations where more than one Purchasing Agency wants to contract with the Provider. Please use the integrated Outcome Agreement for that purpose.]***

**[Purchasing Agency]**

**and**

**[Provider]**

|  |  |
| --- | --- |
| **Contract Name** |  |
| **Contract Number (if relevant)** |  |
| **Commencement Date** |  |
| **Term (including any rights of renewal)** |  |
| **Expiry Date** |  |
| **Annual contract value (excluding GST)** |  |
| **Total contract value (excluding GST)** |  |

**Outcome Agreement**

**Parties**

[*Insert name of Purchasing Agency, e.g. “*The Sovereign in right of New Zealand acting by and through the Chief Executive of…”*]* (**Purchasing Agency**)

[*Full legal* *name of NGO services provider, include any relevant registration numbers (e.g. charities or incorporated societies numbers) and address*] (**Provider**)

**Introduction**

1. The Framework Terms and Conditions (4th edition) are part of this Outcome Agreement. The Framework Terms and Conditions are available at [www.procurement.govt.nz](http://www.procurement.govt.nz)
2. This Outcome Agreement describes the:
3. Outcome to be achieved;
4. Services that the Provider will provide to contribute towards achieving that Outcome; and
5. the performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome.
6. The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Framework Terms and Conditions).

**It is agreed**

1. **Relationship between this Outcome Agreement and the Framework Terms and Conditions**
   1. This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with clause 9).
   2. Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
   3. The Introduction above forms part of this Outcome Agreement.
2. **Term of this Outcome Agreement**
   1. This Outcome Agreement will commence on [*insert date*] and end on [*insert date*] unless extended pursuant to clause 2.2 or terminated earlier in accordance with the Framework Terms and Conditions.
   2. The Purchasing Agency may extend the term of this Outcome Agreement for up to [*insert number of possible extension rights*] further periods of [*insert length of each extension term*] by giving the Provider notice it wishes to extend the term at least [*insert notice period*] days before the date when the term would otherwise expire.

1. **Services**
   1. The Provider will provide the Services described in Appendix 1.
   2. In providing the Services, the Provider will meet or exceed any performance measures set out in Appendix 1. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.
   3. In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.
2. **Payment**
   1. Subject to the Purchasing Agency’s rights under the Framework Terms and Conditions relating to the Recovery, Reduction or Suspension of Payments, the Purchasing Agency will pay the Provider for the Services the amounts, and at the times, specified in Appendix 5.
3. **Contract management**
   1. The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4.
   2. The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 2 to 4.
4. **New IP**
   1. If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any New IP is to be owned by the Purchasing Agency that will be recorded in Appendix 6.
   2. Any Agreed Uses of New IP are recorded in Appendix 6.
5. **Privacy of personal information**
   1. The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information, are recorded in Appendix 7.
6. **Relationship Managers and contact details**
   1. Each party’s initial postal address, physical address, email address, phone number and Relationship Manager details is set out below:

**Purchasing Agency**:

Relationship Manager:

Postal address:

Physical address:

Email address:

Phone number:

**Provider**:

Relationship Manager:

Postal address:

Physical address:

Email address:

Phone number:

1. **Changes or additions to the Framework Terms and Conditions**
   1. The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendix 8 and 9.
   2. Except as set out in Appendix 8 and 9, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

**Signatures**

**Signed as an agreement**

for and on behalf of the Purchasing Agency as follows:

Signed by [*insert name and title of signatory*] Date

**Signed as an agreement**

for and on behalf of the Provider as follows:

Signed by [*insert name and title of signatory*] Date

**Appendix 1 – Services, Outcomes to be achieved, and performance measures**

|  |  |  |
| --- | --- | --- |
| **Outcome (Population)** | This Service is to contribute towards the Purchasing Agency’s purpose: *[Add in the Outcome relevant to this procurement]* | |
| **Indicator (population)** |  | |
| **Service name and description\*** | *[Insert service description – Could be described in full or a reference could be made to a weblink or a further appendix with a detailed description]* | |
| **Client Group\*** | **Contracted Volume** | **Performance Measures\*** |
| [Describe clients, including age, ethnicity, location or other factor as appropriate] |  | *[insert key reporting measures covering*   * *quantity,* * *quality,* * *effect- is anyone better-off]* |

***\* An asterisk in any box of the tables in this Outcome Agreement means population of those fields is mandatory. Anything without an asterisk is an optional field and a Purchasing Agency may delete those fields if it wishes. In addition, if a Purchasing Agency and Provider consider there is further relevant information they would like to include, they may add extra fields to any table in the Outcome Agreement to capture that information.***

**Appendix 2 – Monitoring by the Purchasing Agency**

|  |  |  |
| --- | --- | --- |
| **Service \*** | **Monitoring activity \*** | **Time and frequency of monitoring activity \*** |
|  |  |  |

**Appendix 3 – Regular reporting by the Provider**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service \*** | **Report name \*** | **Details to be included in the report \*** | **Time and frequency of reporting \*** |
|  |  |  |  |

**Appendix 4 – Regular audits or Accreditation Reviews of the Provider**

|  |  |
| --- | --- |
| **Audit or Accreditation Review\*** | **Time for conducting the audit or accreditation review\*** |
|  |  |

**Appendix 5 – Payment for Services**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service \*** | **Payment date/milestone \*** | **Payment amount \*** | **Pre-conditions to receiving payment (if any)** |
|  |  |  |  |

**Appendix 6 – New IP**

|  |  |  |
| --- | --- | --- |
| **Service** | **New IP \*** | **Agreed Uses of the New IP \*** |
|  |  |  |
| **[IF DESPITE WHAT IS STATED IN THE FTC, NEW IP IS TO BE OWNED BY THE PURCHASING AGENCY RECORD THAT HERE (SEE CLAUSE 10.2 OF THE FTC)]** | | |

**Appendix 7 - Privacy of personal information**

***[Note: Insert any agreements about the sharing of client personal information; alternatively include a reference to any service specification where those agreements are set out.*** ***Include such provisions as are necessary to comply with the*** [***GCDO’s information sharing standard***](https://www.digital.govt.nz/standards-and-guidance/information-sharing-standard/standard)***, for example:***

* ***A description of the purpose(s) for which the Provider will access or collect personal information, including justification for those purpose(s).***
* ***A description of the personal information that will be accessed or collected, ensuring it is limited to only the personal information that is reasonably necessary to achieve the purposes for which it is being accessed or collected.***
* ***A description of how and when the Purchasing Agency will provide the Provider access to personal information, or how the Provider will otherwise access or collect personal information.***
* ***A description of how and when the Provider will provide any personal information it has collected to the agency.***
* ***A description of how long the Provider will have access to personal information provided by the Purchasing Agency and/or any personal information it collects.***
* ***Any additional provisions necessary to enable the Purchasing Agency to assure itself that the Provider will handle personal information responsibly and to monitor the Provider’s activity in this regard, if necessary.***
* ***Any additional provisions necessary to ensure the terms of clause 9 (Confidentiality) of the Framework Terms and Conditions provide sufficient protection against unauthorised use, modification or disclosure of personal information in the context of the Outcome Agreement.***
* ***Any statutory enforcement options available to the Purchasing Agency in relation to non-compliance with personal information provisions.]***

**Appendix 8 – Changes to the Framework Terms and Conditions**

***[Note: This is optional. This Appendix should only be used if the Purchasing Agency and the Provider have both discussed and agreed that the addition or departure from the Framework Terms and Conditions is necessary to address a matter that is both novel and specific to the Provider or the Services and which (for clearly identified reasons) is not otherwise adequately or appropriately provided for under the Framework Terms and Conditions.***

***The Purchasing Agency should consider the*** [***GCDO’s information sharing standard***](https://www.digital.govt.nz/standards-and-guidance/information-sharing-standard/standard)***, including whether subcontractors should be required to provide confidentiality undertakings prior to the Purchasing Agency and/or Provider disclosing Confidential Information to it. If so, clause 9.2(b) of the Framework Terms and Conditions will need to be amended via an addition to the Outcome Agreement.***

***Where applicable, include the consequences of breaching the new or amended terms (e.g. the parties will agree a Remedy Plan or some other consequence as applicable).***

**Appendix 9 – Additional terms to the Framework Terms and Conditions**

***[Include here any service specific clauses which are not covered by the Framework Terms and Conditions. In particular consider where relevant:***

* ***clauses covering the Vulnerable Children’s Act (the obligations to have child safety policies);***
* ***clauses on Health and Safety obligations; and***
* ***clauses providing for an appropriate review cycle, if the Outcome Agreement involves ongoing access to or collection of personal information by the Provider.]***