Social Outcomes Agreement

Agreement Name	[*name of delivery partner organisation*]
Agreement Number	[*# - unique reference identifier for this agreement*]

IMPORTANT NOTE:

- This template Social Outcomes Agreement (and the template Initiative Schedule that accompanies it) is a **draft** template.
- This template is not intended for general application or use by social sector agencies. It illustrates content and an approach that reflects, accommodates, and supports, a social investment approach.
- The template contains some departures from current standard social sector contract settings – in particular, around intellectual property, indemnities, review arrangements and compensation for termination for convenience by the Crown.
- The template also includes some clauses that reflect the duties and audit requirements that apply to Government agencies. Examples include the clauses relating to the right to audit and termination for convenience. Further guidance on how these clauses will be used in practice will be shared in due course.
- Appropriate subject-matter advice will be needed to create and support development of a 'fit for purpose' agreement and schedule for a particular initiative. This may include additional or different terms and conditions. That advice will depend on particular circumstances, including the relevant outcomes, the priority cohort, the method of evaluation, the nature and shape of Initiative delivery, the delivery partner and the agreement term, as well as an assessment of the known and perceived risks (including commercial, legal and reputational).

Grey text = notes to support development of schedule, to be deleted once complete

[Yellow highlights] = areas to be updated/completed/confirmed

1	**Parties**	**Social Investment Agency** (*Funding Partner*) Te Iho, 1 Bowen Street, Pipitea, Wellington 6011 ***[Full legal name of partner organisation]*** (*Delivery Partner*) NZBN: *[business number]* [Charities Register number: *if relevant]* Postal address: *[include both postal and street addresses if available]* Street address: *[xxxx]*
2	**Term of this agreement**	2.1 The start date for this agreement is [*insert date*] (*Start Date*). 2.2 The scheduled end date for this agreement is [*insert date*] (*End Date*). 2.3 The term of this agreement starts on the Start Date and ends on the End Date, unless validly terminated earlier or extended by mutual agreement.
3	**Background**	3.1 This agreement is guided by the social investment approach and its core focus of: (a) Achieving better outcomes for New Zealanders. (b) Investing early to help New Zealanders overcome a range of challenges to achieve their goals. (c) Enable the Funding Partner to test and scale the social investment approach. (d) Work in partnership with social sector organisations, iwi and other agencies. 3.2 The social investment approach relies on different skills and tools which are not yet fully developed or widely used across the social sector. Guidance for organisations on the Funding Partner's approach is available at https://www.sia.govt.nz/social-investment-fund. 3.3 The parties acknowledge they need to communicate openly and in good faith with each other to maximise the overall effectiveness and impact of this agreement as these skills, tools and the relevant evidence base develops.
4	**Overview**	4.1 This agreement (which includes the Schedule) describes: (a) the outcome(s) intended to be achieved by the Initiative; (b) the activities that the Delivery Partner will perform as part of the Initiative; (c) the progress reporting and evaluation approach that will be applied to assess the Initiative; and (d) the terms and conditions that apply to the funding being provided by the Funding Partner. 4.2 Definitions for capitalised terms used in this agreement are set out at the end of this agreement. 4.3 Practical guidance about the Funding Partner's approach to social investment, evaluation and how this agreement is intended to operate in practice is available at https://www.sia.govt.nz/social-investment-fund. If the Delivery Partner would

like further background or detail on particular matters, this can be provided upon request.

5 **Relationship principles**

5.1 The parties want their relationship to reflect the relationship principles set out in the Annexure – Relationship Principles.

5.2 Significant decisions affecting how the Initiative or this agreement will operate in practice should be made collaboratively, having regard to each party's interests and perspectives.

5.3 The relationship principles are not intended to create legally binding obligations.

6 **Personnel**

6.1 The agreement leads for the purposes of this agreement are:

(a) Funding Partner Agreement Lead
Contact name: [*insert*]
Contact email: [*insert*]

and

(b) Delivery Partner Agreement Lead
Contact name: [*insert*]
Contact email: [*insert*]

(together the *Agreement Leads* and each an *Agreement Lead*).

6.2 The Agreement Leads will liaise regularly with each other, including to assist the Funding Partner to perform its role as a government funding agency (including administering this agreement) and (along with the regular reporting detailed in the Schedule) maintain visibility of the Initiative and other matters relevant to this agreement.

6.3 The Schedule identifies initiative leads who are responsible for managing each party's responsibilities under this agreement in relation to the Initiative (together the *Initiative Leads* and each an *Initiative Lead*). If a party does not name an Initiative Lead in the Schedule, the Agreement Leads in clause 6.1 will also perform that role.

6.4 The Initiative Leads will liaise regularly with each other (ideally, in person) to discuss the Initiative and how it is progressing. This regular contact is intended to:

(a) allow the Funding Partner to monitor that progress;

(b) encourage the ongoing review and assessment of the effectiveness of the Initiative; and

(c) identify any issues and opportunities early and support a 'no surprises' approach.

6.5 If a party makes a change to its Agreement Lead or Initiative Lead and/or either role becomes vacant then that party will promptly notify the other party of the new role or person who will take over as the Agreement Lead and/or Initiative Lead.

6.6 Each party will ensure that its Agreement Lead and Initiative Lead have the skills, experience, and appropriate decision-making rights necessary for them to deal effectively with the other party for the purposes of this agreement.

7 **Notices**

7.1 Notices and other communications under this agreement need to be given to the addresses below or given by email.

Social Investment Agency	***[full legal name of Delivery Partner]***
Notice contact address:	*Notice contact address:*
PO Box 639	*[notice address of Delivery Partner]*
Wellington, 6140	
Notice contact name:	*Notice contact name*:
[name for notice]	*[name for notice]*
Notice contact email:	*Notice contact email*:
[email for notice]	*[email for notice]*

8 **Initiative Schedule**

8.1 The Schedule sets out detail about the Initiative, how it will be carried out, evaluation of the Initiative and how funding will be invoiced and paid (the *Schedule*). The Schedule forms part of this agreement.

9 **Multiple Initiatives**

9.1 If this agreement will relate to more than one Initiative, each Initiative will have its own Schedule. Each Schedule must contain all the content reasonably required by the Funding Partner, and needs to be agreed to, and signed, by both parties before it will be effective.

9.2 Whenever a Schedule is entered into the Delivery Partner will be deemed to repeat the acknowledgements and confirmations in this agreement (e.g. clause 12.1) by reference to that Schedule and the circumstances at that time.

9.3 The terms of this agreement will apply to each Initiative (and its Schedule) as if it was the only one. If an agreed change is made to this agreement, it will apply to all Schedules. If an agreed change is made to a Schedule, it will only affect that Schedule.

9.4 Each different Initiative will have its own timetable and this agreement will not expire before the end date of the longest running Initiative. One Initiative may come to an end (because that Initiative reaches its end date, or the Initiative is terminated early) without affecting another Initiative. However, if this agreement as a whole is terminated early, all Initiatives will terminate at the same time.

9.5 If this agreement relates to more than one Initiative then the relevant party may elect to terminate less than all the Initiatives under clause 23, 24 or 25 (as applicable), in which case the agreement and the other Initiatives will continue. To give effect to this clause, references to 'agreement' in those other clauses are to be construed as meaning (or being limited to) the Initiative being terminated and not the agreement as a whole or any other continuing Initiative.

9.6 If anything else in this agreement is inconsistent with this clause then this clause will prevail and the other provision construed in a way that gives effect to this clause.

10 **Agreement review**

10.1 After this agreement has been in place for at least one year, either party may request a review in which the parties undertake a joint evaluation of whether or not (and, if not, how and why) the terms of this agreement and the operational and financial arrangements contemplated by it are meeting the reasonable expectations each party had when first entering it (*Agreement Review*).

10.2 Before requesting an Agreement Review, any concerns or issues need to have been first raised and discussed during regular relationship meetings.

10.3 During the Agreement Review, the parties shall, in good faith, discuss either party's concerns and issues and any proposal for how this agreement could be changed to address them.

10.4 Continuous improvement and ongoing learning are objectives of a social investment approach so this agreement may be updated or revised by mutual agreement at any time.

11 Notification required

11.1 The Delivery Partner must immediately notify the Funding Partner if any of the following events or circumstances occur (or are expected to occur in the future):

(a) the Delivery Partner's social sector accreditation status lapses, is withdrawn or an audit [*include where the Clinical Audit clauses are added to clause 22:* (including any clinical audit)] has made adverse findings;

(b) there is a material change in the Delivery Partner's circumstances (including its legal structure or governance arrangements) or the Delivery Partner's approach to delivery (including its sub-contracting arrangements) that could reasonably be expected to have an adverse impact on the Initiative or performance of this agreement (e.g. the Delivery Partner's ongoing financial or operational viability);

(c) the Delivery Partner breaches this agreement;

(d) an event that will (if publicly known) have an adverse effect on the reputation, good standing or goodwill of either party, including one that gives rise to probity or integrity concerns; or

(e) an Intervening Event that will disrupt the Initiative or the Delivery Partner's performance of this agreement.

11.2 If such an event or circumstance occurs (or is expected to occur in the future), the parties will promptly discuss what an appropriate response would be and implement any agreed actions.

12 Information disclosed before the Start Date

12.1 The Delivery Partner confirms that it has disclosed to the Funding Partner all matters known to it that could reasonably be expected to be material to the decision by the Funding Partner whether or not to enter into this agreement and confirms there are not any events or circumstances of the kind described in clause 11.1.

13 Conflicts of Interest

13.1 The Delivery Partner acknowledges that an actual, potential, or perceived Conflict of Interest could arise in connection with this agreement or the Initiative and confirms that it has disclosed any pre-existing Conflicts of Interest to the Funding Partner.

13.2 The Delivery Partner agrees to take reasonable steps to:

(a) avoid actual, perceived or potential Conflicts of Interest;

(b) keep its role and responsibilities under this agreement separate if another person associated with the Delivery Partner (including directors or managers) will provide goods or services to the Delivery Partner for the purposes of the Initiative; and

(c) identify and manage any Conflicts of Interest and maintain and keep up to date (and provide a copy to the Funding Partner upon request) a register of all past and current Conflicts of Interest.

13.3 The Delivery Partner will notify the Funding Partner as soon as possible upon discovering an actual, perceived or potential Conflict of Interest in connection

with this agreement or the Initiative. Each party will then promptly discuss how to address or manage the Conflict of Interest, including to avoid a material risk that it could damage the reputation of either party and/or the probity or integrity of the Initiative.

14 Confidentiality

14.1 **Obligation:** Each party confirms that it has in place (and will maintain) security measures consistent with good industry practice to safeguard the other party's Confidential Information from unauthorised access or use.

14.2 **Use and disclosure:** Neither party will use or disclose the other party's Confidential Information to a third party other than:

(a) to the extent that use or disclosure is necessary for complying with its obligations under this agreement;

(b) if the other party gives prior written approval to the use or disclosure;

(c) if the use or disclosure is required by a Relevant Law (including the Official Information Act 1982), Ministers or parliamentary convention; or

(d) in relation to disclosure, if the information has already become public, other than because of a breach of the confidentiality obligations created by this agreement.

Each party must ensure that its personnel are aware of, and comply with, the confidentiality obligations in this clause 14.

14.3 **Need to know disclosures:** Each party may disclose the other party's Confidential Information to its personnel (and advisors) who need to know that information for the purposes of carrying out its role under (or as contemplated by) this agreement, provided that it ensures that those personnel (or advisors):

(a) are aware of the confidentiality obligations in this agreement; and

(b) do not disclose or use Confidential Information except as allowed by this agreement.

15 Protecting and sharing information and data

15.1 **Purpose of data collection:** The data collected under this agreement will be used by the Funding Partner to produce official statistics, insights and research in social investment and the social sector.

15.2 **DPUP:** The Funding Partner is subject to the Data Protection and Use Policy and expects the Delivery Partner to apply the same standards for all Personal Information it collects, stores or has access to for the purposes of this agreement.

15.3 **DSA:** To give effect to the data sharing expected under this agreement, subject to the discretion of the Government Statistician, a Data Sharing Agreement (*DSA*) will be agreed between the Delivery Partner and Statistics New Zealand, and the data will be integrated into the IDI where it will be linked with other datasets relating to the cohort, de-identified, and available to both parties in confidential and aggregated formats. The Delivery Partner agrees to take reasonable steps to put a DSA in place and will advise the Funding Partner when a DSA is in place.

15.4 **Reporting and IDI:** The Schedule describes the regular reporting the Delivery Partner is required to provide the Funding Partner and the data the Delivery Partner will be required to share with Statistics New Zealand for input into the IDI. The Delivery Partner agrees that the Funding Partner is entitled to link IDI data to data from the Delivery Partner for evaluation and research purposes, subject to the Government Statistician granting this access.

15.5 **Research:** The data the Delivery Partner shares under this agreement may be available to researchers other than the Funding Partner, upon approval (if required) by the Government Statistician in accordance with the Data and Statistics Act 2022 and subject to any access conditions agreed between Statistics New Zealand and the Delivery Partner.

15.6 **Privacy and Personal Information:** The Delivery Partner will collect, use, store and/or disclose Personal Information in connection with this agreement or the Initiative in accordance with the following:

(a) the Privacy Act 2020 and any regulations issued under that Act and any applicable guidance issued by the Office of the Privacy Commissioner;

(b) any Relevant Law and/or any code of practice or approved information sharing agreement (as those terms are used in the Privacy Act 2020) that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 that are relevant to the Initiative; and

(c) any other Relevant Law relating to data protection, privacy, and/or the processing of Personal Information or specifying the actions required in the event there is unauthorised or accidental access to or use or disclosure of Personal Information.

In this clause 'use' (and 'used') includes accessing, transmitting, receiving, exchanging, sharing and any other form of disclosure, communication or storage.

15.7 **Privacy statements:** The Delivery Partner will:

(a) ensure that when collecting Personal Information, it makes all necessary disclosures and obtains all consents and approvals required by the Privacy Act 2020;

(b) ensure that appropriate privacy statements are shared with anyone who is intended to be a Participant and their legal guardians and primary caregivers before any information is collected from or about them; and

(c) ensure that Participants and their legal guardians and primary caregivers are aware of the data about them that may be collected by the Delivery Partner and shared with Statistics New Zealand (including for the purposes of producing official statistics, insights and research in social investment and the social sector).

15.8 **Protection measures:** Each party will ensure it has in place (and maintains) appropriate physical, technical and organisational security measures (including authentication and access management, and encryption) to protect any data or information (including Personal Information) it holds or uses (including the storage and processing of 'individual level data') in connection with this agreement and/or the Initiative against unauthorised or unlawful access, use or modification, and against accidental loss, destruction, damage, alteration or disclosure. These measures must at least be consistent with generally accepted security standards and practice in New Zealand, taking into account the nature and sensitivity of the information. The Delivery Partner will adopt any reasonable specific security measures that the Funding Partner advises it are necessary.

15.9 **Notification of security breach/Privacy Breach:** If either party becomes aware of any actual, threatened or suspected security breach, Privacy Breach or cyber incident related in any way to this agreement with respect to data or information (including Personal Information), that party will immediately notify the other

party of that event and of any steps taken (or proposed to be taken) to remedy or mitigate the effect of that event.

15.10 **Data loss/Privacy Breach:** If any loss (including material data corruption or denial of service), misuse or unauthorised access to, or disclosure of, the other party's Confidential Information or a Privacy Breach occurs (or is threatened or suspected), the parties both agree to co-operate with each other in preventing or limiting the adverse impact of the loss or such misuse or unauthorised access or disclosure. This may include investigating the matter (consistent with any privacy and data breach guidance published by the Office of the Privacy Commissioner). Where an investigation is undertaken, each party will provide the other party with reasonable assistance and will keep each other informed of the investigation's progress. Neither party will make any public comment on a data loss/Privacy Breach that involves or affects the other party without first consulting the other party provided that the Funding Partner will remain free to keep its responsible Minister(s) informed of such matters. The parties must assess whether the party subject to a potential or actual data loss/Privacy Breach should notify affected individuals and/or the Privacy Commissioner and provide reasonable assistance to the other party as needed for appropriate notification to occur. Where either party determines that the Privacy Commissioner should be notified of a Privacy Breach, the parties will work together to ensure that such notification occurs within 72 hours of the other party becoming aware of the Privacy Breach.

15.11 **Information and assistance requests:** The Delivery Partner will provide all information and assistance reasonably requested by the Funding Partner to help it assess whether the Delivery Partner is complying with privacy obligations under Relevant Laws and take steps to ensure this compliance.

16 Evaluation of the Initiative

16.1 The Delivery Partner acknowledges that:

(a) high quality social investment depends on effective evaluation of initiatives – to understand what works, how well and for who; and

(b) the objective of evaluation is for each party to obtain evidenced-based learnings and insights.

16.2 The parties agree that:

(a) the Funding Partner will approve the impact analysis design and the method of evaluation for the Initiative;

(b) they will work together on how to capture, measure and report relevant data and embed evaluability into the design of the Initiative;

(c) the Funding Partner is responsible for considering the need for any ethics-related approval or waiver required for the purpose of evaluation and the party leading the evaluation will obtain the necessary approval or waiver;

(d) the agreed approach to evaluation will be described in the Schedule; and

(e) they will co-operate with each other in good faith during the evaluation of the Initiative to achieve the objective referred to in clause 16.1(b) above.

16.3 The Delivery Partner also acknowledges that the Funding Partner has a governmental stewardship role in the social sector and agrees that the Funding Partner may use what it learns through this agreement to support its performance of that role and inform approaches, standards-setting and expectations that will apply across government in the social sector.

17 **Preventing harm**

17.1 When delivering the Initiative (but only as regards matters that are within the reasonable control of the Delivery Partner), the Delivery Partner will:

(a) protect Participants from harm;

(b) identify and take all appropriate steps to mitigate any material risks of harm to Participants;

(c) immediately respond to, and address, any harm that occurs or material risk of harm that arises; and

(d) notify the Funding Partner of any actual harm that occurs (along with reasonable supporting detail about the Delivery Partner's response).

17.2 The Delivery Partner will notify the Funding Partner (with enough detail for the Funding Partner to understand the nature of the underlying event or circumstances) whenever it is required by law to give any other government official a formal notification which relates to the Initiative or its delivery.

17.3 The Delivery Partner acknowledges that there may be circumstances in which the Crown has its own legal duty of care to persons who are Participants (and/or their legal guardians and primary caregivers) in the Initiative. If the Funding Partner considers this to be the case and that an aspect of the Initiative (or how it is being delivered) is material to the Crown being able to discharge its duty, then the Funding Partner may notify the Delivery Partner accordingly (which notice must include reasonable supporting details about the duty and how it relates to the Initiative or its delivery). If the Funding Partner gives such a notice then the parties will promptly discuss and agree (each acting reasonably and in good faith) whether anything about the Initiative or its delivery needs to change to support the Crown's reasonable requirements relating to its own legal duty.

18 **Intellectual property**

18.1 **General:** Subject to clause 18.3, each party acknowledges and agrees that the other party (and/or its licensors) will retain ownership of all intellectual property developed independently of this agreement (including all pre-existing intellectual property). All new intellectual property developed in connection with the Initiative will be owned (on its creation) by the Delivery Partner (and/or its licensors) and not the Funding Partner. Except as provided for in this agreement, neither party will make any intellectual property or rights to use intellectual property (whether the party's own or sourced from third parties) available to the other party under this agreement.

18.2 **Agreed uses:**

(a) The Delivery Partner agrees that the Funding Partner is entitled to use intellectual property developed by the Delivery Partner in connection with the Initiative (including any pre-existing intellectual property incorporated into it) for any purpose connected with the performance of this agreement.

(b) The parties may agree other acceptable use cases and terms for any new intellectual property developed in connection with the Initiative.

(c) If a primary purpose of funding provided under this agreement for the Initiative is to enable the Delivery Partner to develop or enhance software tools or products then the Funding Partner may require that the Delivery Partner takes reasonable steps to make that tool or product available to other community providers in the social service sector on a non-

discriminatory basis and on commercial terms and conditions (including as to price) that are appropriate, fair and reasonable.

18.3 **Licence for agreed uses only:** For the purposes of clause 18.2(a) and any other use case agreed under clause 18.2(b), the Delivery Partner grants to the Funding Partner a perpetual, irrevocable, royalty-free and non-exclusive licence to use, copy, modify and distribute that intellectual property (including any pre-existing intellectual property incorporated into it) for the purposes of that agreed use case.

18.4 **No breach of the rights of others:** Each party warrants that, in the course of giving effect to this agreement, it will not infringe the intellectual property rights of any third party.

19 **Indemnity**

19.1 The Delivery Partner indemnifies the Funding Partner against all losses suffered or incurred by the Funding Partner as a result of any claim by a third party that:

(a) the possession or use of any intellectual property supplied or licensed by the Delivery Partner to the Funding Partner in connection with this agreement infringes a third party's intellectual property rights; or

(b) a third party's rights (including privacy rights) have been breached as a consequence of the Delivery Partner's performance (or breach) of this agreement.

19.2 The indemnity in clause 19.1 applies to the extent that any relevant loss was not caused by the Funding Partner's negligence, breach of this agreement or wilful misconduct.

20 **Subcontractors**

20.1 **Consent required:** The Delivery Partner may not subcontract (in any way that might reasonably be expected to be material to the Funding Partner) its role or responsibilities under this agreement without first obtaining the Funding Partner's prior approval in writing. The Funding Partner agrees to act reasonably if the Delivery Partner asks for approval under this provision.

20.2 **Responsibility:** The Delivery Partner will remain responsible for everything that its subcontractors do (or fail to do) in connection with this agreement or the Initiative.

20.3 **Compliance:** The Delivery Partner must ensure that any subcontractor (and its relevant personnel) is subject to the same standards as (and appointed on terms and conditions that are consistent with) those that apply to the Delivery Partner under this agreement, and that the subcontractor complies with them at all times.

21 **Lessons learned and sharing results**

21.1 **Lessons learned:** Without limiting clause 18.1, 18.2 or 18.3, each party acknowledges and agrees that:

(a) each party may modify, enhance or further develop its own intellectual property as a result of knowledge, insight or know-how gained or learned from the Initiative on the basis that the other party will:

(i) not have any rights in or to the first party's intellectual property as a result of the other party contributing to that knowledge, insight or know-how; and

(ii) remain entirely free to use (including to modify or further develop) that knowledge, insight or know-how itself; and

(b) nothing in this agreement will restrict either party from developing or using any techniques, ideas, concepts, or know-how relating to methods or processes of general application.

21.2 **Sharing results**: Without limiting anything in clause 18, the Delivery Partner agrees that the Funding Partner may publish evaluation reports and other insights or learnings (including progress and interim reports) that arise from, or relate to, the performance of this agreement or the delivery of the Initiative. The Funding Partner agrees to notify the Delivery Partner before making evaluation reports available in a way that is accessible to the general public and will have regard to the views of the Delivery Partner when doing so.

22 Audit

22.1 **Right to audit:** The Funding Partner (or its nominee) may carry out an audit of the Delivery Partner for the purpose of reviewing the Delivery Partner's compliance with, and its ability to perform, this agreement.

22.2 **Audit timing:** The Funding Partner may only carry out an audit once in any rolling 12 month period, unless:

(a) it suspects, acting reasonably, there has been a material breach of this agreement by the Delivery Partner;

(b) it wishes to audit performance of the Delivery Partner's compliance with data, privacy, security, and confidentiality obligations;

(c) it is aware of a serious health and safety risk affecting the Delivery Partner or delivery of the Initiative; or

(d) it considers, acting reasonably, that it is not practicable to wait until the next 12-month period commences (e.g. the ongoing financial viability or operational integrity of the Delivery Partner is in question).

22.3 **Audit requirements**: If the Funding Partner wants to carry out an audit, it must give the Delivery Partner at least 20 business days prior written notice (unless it considers the circumstances so serious or extraordinary that a shorter period is appropriate), and:

(a) the audit will be conducted during usual business hours on business days;

(b) the Funding Partner will use reasonable endeavours to minimise any disruption the audit causes to the Delivery Partner's operations; and

(c) the Delivery Partner must co-operate in a timely, comprehensive, collaborative and open manner in respect of the audit, including providing access to its relevant premises, personnel and records.

[***OPTIONAL*** *– To include for organisations that will provide clinical services/be subject to clinical audits:*

22.4 **Clinical Audit right:** In addition to any other audit right provided for in this agreement, where the Delivery Partner provides clinical services as part of an Initiative, the Funding Partner (or its nominee) may carry out a clinical audit of the Delivery Partner for the purpose of examining whether clinical service delivery practice meets the required standards of care (*Clinical Audit*). The Delivery Partner will have in place regular clinical and peer review processes that incorporate input from relevant health professionals for all clinical services provided under the Initiative.

22.5 **Scope of Clinical Audit**: A Clinical Audit may include:

(a) reviewing how clinical services are actually being delivered to Participants, including the appropriateness, safety, and effectiveness of clinical interventions;

(b) measuring practice against applicable or agreed clinical standards, guidelines, or best-practice benchmarks, which may include a request from the Funding Partner for the Delivery Partner to demonstrate compliance with the following (as relevant to a clinical service):

(i) [*add any relevant service/provider standards, e.g.:*

(ii) Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021);

(iii) Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996; or

(iv) any other provider or service specific quality specifications the parties have agreed applies to any component of an Initiative,]

in each case including any amended, updated, or replacement version of those standards, specifications or requirements; and

(c) reviewing any clinical and/or peer review processes, health information management policies, complaints/incident registers, staff accreditation/qualifications records and other clinical records related to the Initiative.

22.6 **Clinical Audit conduct:** Where the Funding Partner (or its nominee) carries out a Clinical Audit, the audit timing and requirements provided in clauses **Error! Reference source not found.** and 22.3 of this agreement apply to the Clinical Audit as if it was a general audit. In addition:

(a) the Delivery Partner must also provide the Funding Partner (or its nominee) reasonable access to:

(i) interview the Participants and/or their whānau; and

(ii) observe the provision or delivery of any clinical services provided under the Initiative,

in each case, in compliance with the Health Information Privacy Code 2020 and with the informed consent of the Participants and/or their whānau; and

(b) any occurrence of an audit under clause **Error! Reference source not found.** of this agreement does not restrict the possibility of Clinical Audit in the same rolling 12-month period, and vice versa.]

23 Termination for convenience

23.1 **Notice and responsibilities:**

(a) Either party may terminate this agreement, for convenience, by giving the other party at least 90 days prior written notice (or such other period agreed in writing by both parties).

(b) If either party gives notice under this clause 23 then the Delivery Partner and the Funding Partner will be jointly responsible for the orderly wind-down of the Initiative and/or transition of Participants (including their data and records) to an equivalent initiative or service reasonably promptly and by the date of termination and both parties will work

together in good faith with a view to agreeing the relevant arrangements (including any cost-sharing), on the basis that:

(i) if the Delivery Partner terminates this agreement for convenience, then it will be responsible for its own and any third party costs associated with the wind-down and/or transition; and

(ii) if the Funding Partner terminates this agreement for convenience, then it will be responsible for the reasonable costs of the Delivery Partner associated with the wind-down and/or transition; and

(iii) in either case, the Funding Partner will not be required to pay any further amounts under this agreement (except for payments that have already become due or otherwise earned by the Delivery Partner before the date of termination).

23.2 **Delivery Partner termination for convenience:** In addition to clause 23.1(b), if the Delivery Partner terminates this agreement for convenience and the Delivery Partner has been paid any amount in advance under this agreement on account of costs that are yet to be incurred, the Delivery Partner must repay all of those amounts.

23.3 **Funding Partner termination for convenience:** In addition to clause 23.1(b), if the Funding Partner terminates this agreement for convenience, then:

(a) the Funding Partner will pay the Delivery Partner an additional amount (to be determined by the Funding Partner, acting reasonably and in consultation with the Delivery Partner) required to ensure the Delivery Partner does not suffer financial loss directly on account of early termination by the Funding Partner. For this purpose, reasonable overhead and staff related costs already committed to by the Delivery Partner for the Initiative and the costs associated with completing evaluation will be taken into account in determining the additional amount payable by the Funding Partner, as will:

(i) any amount already paid to the Delivery Partner which remains unspent or has been paid by the Funding Partner on account of costs that are yet to be incurred by the Delivery Partner; and

(ii) the value of any capital items paid for with funding paid by the Funding Partner; and

(b) the maximum total additional amount payable by the Funding Partner under clause 23.3(a) will not exceed the equivalent of 50% of the amount that the Funding Partner paid to the Delivery Partner under this agreement in the 12 month period prior to the date of termination. To avoid doubt, this maximum is a cap, not an entitlement and the actual additional amount will be determined by reference to actual committed costs after the Delivery Partner has taken appropriate steps to reduce or avoid such costs (including by the redeployment of staff).

23.4 **Co-operation for evaluation:** If this agreement is terminated by either party under this clause 23, the Delivery Partner must co-operate in good faith with the Funding Partner to enable the Funding Partner to complete evaluation of the Initiative.

23.5 **Terminating one Initiative but not others:** If this agreement relates to more than one Initiative then a party may elect to terminate less than all the Initiatives under this clause 23 and clause 9 will apply.

24 Termination for breach

24.1 **Notice:** A party may terminate this agreement immediately by notice to the other party if:

(a) the other party commits a material breach of this agreement and such breach is not remedied within 30 days (or such longer period as may be agreed in writing, including under a mutually agreed remedy plan) of receiving written notice of the breach provided that the above period will be 10 business days for any material breach that involves a critical safety breach (e.g. serious harm, or risk of serious harm, to Participants) and nothing in this sub-clause limits the Delivery Partner's obligation to avoid such breaches or respond to them immediately; or

(b) the other party ceases or threatens to cease to carry on most or all of its business operations (excluding, in the case of the Funding Partner, where its responsibilities are transferred to a different government agency), becomes insolvent or suffers a similar event.

24.2 If the Funding Partner terminates this agreement under this clause 24, then:

(a) unless the Funding Partner agrees otherwise, the Delivery Partner will remain fully responsible (at its own cost) for the orderly wind-down of the Initiative and/or transition of Participants (including their data and records) to an equivalent initiative or service promptly after the date of termination;

(b) the Funding Partner will not be required to pay any further amounts under this agreement (except for payments that have already become due before the date of termination); and

(c) if the Delivery Partner has been paid any amount in advance under this agreement on account of costs that are yet to be incurred or has funding that remains unspent, the Delivery Partner must repay all of those amounts or apply them as directed by the Funding Partner.

24.3 **Co-operation for evaluation:** If this agreement is terminated by either party under this clause 24, the Delivery Partner must co-operate in good faith with the Funding Partner to enable the Funding Partner to complete evaluation of the Initiative.

24.4 **Terminating one Initiative but not others:** If this agreement relates to more than one Initiative then a non-breaching party may elect to terminate less than all the Initiatives under this clause 24 and clause 9 will apply.

25 Intervening events

25.1 If an Intervening Event occurs that interferes with a party performing an obligation it has under this agreement, then the affected party is allowed extra time (reflecting the period of the event) to do that thing, and neither party will be liable to the other for any delay or failure to perform an obligation if such failure or delay is due to an Intervening Event provided that the party wishing to rely on this clause gave notice to the other party as soon as it became aware of the Intervening Event.

25.2 If such a delay or failure exceeds a period of 3 months, either party may terminate this agreement immediately on providing notice to the other party.

25.3 Neither party will give such a notice of termination without first consulting with the other party for a reasonable period on how to address the concerns of the party wanting to give the notice. If the outcome will be early termination, then the parties will be jointly responsible for the orderly wind-down of the Initiative and/or transition of Participants (including their data and records) to an equivalent initiative or service reasonably promptly after the date of termination and both parties will work together in good faith with a view to agreeing the relevant arrangements (including any cost-sharing).

25.4 If this agreement relates to more than one Initiative then a party may elect to terminate less than all the Initiatives under this clause 25 and clause 9 will apply.

26 Mutual commitments

26.1 Each party commits to do the following:

(a) comply with all Relevant Laws and not knowingly cause the other party to breach any Relevant Law that:

(i) is of general application (e.g. the Health and Safety at Work Act 2015); and/or

(ii) relates to the subject matter of this agreement (e.g., if applicable, the Delivery Partner will maintain a compliant child protection policy as required under the Children's Act 2014 and undertake (and respond appropriately to the results of) all vetting and safety checks as required under Part 3 of the Children's Act 2014);

(b) perform its role and undertake the activities it has agreed to do or be responsible for under this agreement with due care, skill and diligence, and in a professional manner, using appropriately trained, knowledgeable and experienced personnel (whether employees or contractors);

(c) obtain and maintain all licences, authorisations, consents, certifications and approvals necessary to perform its role and undertake the activities it has agreed to do or be responsible for under this agreement; and

(d) maintain insurances that are usual and appropriate for a New Zealand practice or business of the same general type and kind.

27 Resolving disputes

27.1 If either party wishes to raise a dispute with the other party relating to this agreement (*Dispute*), that party may do so by giving written notice to the other party detailing the nature of the dispute (*Dispute Notice*). The Agreement Lead of each party (or other nominated senior person) will try to resolve the dispute in the first instance.

27.2 If the Dispute cannot be resolved within 15 business days of the Dispute Notice being given, either party may by written notice to the other party:

(a) require the Dispute to be escalated to a higher level of seniority within each of the parties; and

(b) if the Dispute remains unresolved at the end of 15 business days after such escalation, refer the Dispute to be resolved by mediation (unless agreed otherwise, adopting any relevant sector specific mediation body generally relied upon to resolve disputes of that particular kind). Each party will participate in a mediation to resolve the Dispute. If the parties cannot agree on a mediator within 10 business days of the referral, the Arbitrators' and Mediators' Institute of New Zealand Inc will be asked to appoint the mediator.

28 **Contracting for goods and services**

28.1 The Delivery Partner will ensure that the arrangements it has with any third party related to this agreement or the Initiative (including the terms and conditions that apply to the purchase of goods or services in connection with the Initiative):

(a) are appropriate (including that service providers are suitably qualified and capable) for the purposes it plans to use them for;

(b) are sourced with integrity and in a way that meets reasonable probity standards;

(c) are reasonable and no less favourable to the Delivery Partner than would be the case for an 'arm's length' arrangement in the same circumstances; and

(d) provide appropriate and demonstrable value-for-money.

29 **Financial management and operating practices**

29.1 The Delivery Partner must:

(a) adopt and consistently apply usual and proper financial management practices and procedures reflecting good accounting practice, complying with generally accepted accounting practice (GAAP) and otherwise to a standard that demonstrates appropriate use of public funds and ensure that all financial information is at all times (including when prepared or disclosed) accurate, complete, kept up to date and provides a full record of the nature, source and application of all funds (including the funding provided by the Funding Partner) and is not misleading in any material respect;

(b) comply with, and ensure its personnel and any subcontractors comply with, the Standards of Integrity and Conduct (published on the website of the Public Service Commission) as if those standards were fully applicable to them;

(c) only spend funding it receives under this agreement in accordance with this agreement and not for any other purpose (e.g. accumulating or investing funds for profit or any purpose that would not satisfy the general principles governing the use of public money (published on the website of The Audit Office));

(d) take all necessary steps to ensure that it does not receive duplicate funding from any other person (including another government agency) such that it would, in substance, be paid more than once for doing the same thing;

(e) adopt and consistently apply operating policies and practices which effectively manage its legal obligations (including those under this agreement) and operational risks in a manner that is consistent with this agreement; and

(f) take reasonable steps (including to ensure that its subcontractors do the same) to comply with the requirements of (or act in a manner which is consistent with the expectations set by) any relevant pay equity settlements made under the Equal Pay Act 1972 (including the Social Work Pay Equity Settlement).

29.2 The Delivery Partner must seek the prior approval of the Funding Partner before using any funds paid to it under this agreement to purchase capital items (e.g. a vehicle that is essential to delivery of an Initiative) and/or retaining any portion of the funding that is unspent.

29.3 The Delivery Partner agrees to use a system or interface (which may take the form of a web-based portal) nominated by the Funding Partner from time to time for the purposes of managing this agreement and the Initiative (including reporting).

30 **Records**

30.1 Each party must keep full and accurate records (including accounting records) of all activities undertaken in connection with this agreement and the Initiative, to a level of detail consistent with standards of good practice generally expected of organisations undertaking similar activities, and the Delivery Partner will retain those records (in a form that is readily accessible for copying or review) for a period of not less than seven years after the End Date.

30.2 The Delivery Partner agrees to make copies of these records available to the Funding Partner upon reasonable request for a specified purpose that is directly connected with this agreement and its role as government funding agency.

30.3 If the Funding Partner considers, acting reasonably, that there is (or is likely to be) a material breach of this agreement by the Delivery Partner (and after having first consulted with the Delivery Partner for a reasonable period about the Funding Partner's concerns) the Delivery Partner will co-operate fully and openly with the Funding Partner in support of its reasonable enquiries relating to the performance of this agreement. This right is additional to the audit right under clause 22.

30.4 Each party will (consistent with its relevant normal practice) take reasonable steps to delete or destroy data or information supplied by the other party in connection with this agreement once it is no longer reasonably necessary for that party to hold the data or information. Nothing in this clause **Error! Reference source not found.** limits anything else in this clause 30 or applies to data or information integrated into the IDI (including that collected under a DSA), or that cannot reasonably be erased because of the nature of digital storage practices or technologies. This clause 30.4 is subject to the requirements of the Public Records Act 2005, the Privacy Act 2020 and the Data and Statistics Act 2022.

31 **Other general terms**

31.1 **No other responsibilities:** Each party will only have the responsibilities described in this agreement, and no other responsibilities or duties will be implied.

31.2 **Statutory functions and responsibilities:** Nothing in this agreement restricts or otherwise affects the Funding Partner's ability (or the ability of any other government agency) to exercise any executive or statutory powers or functions under any law in a particular way, or at all.

31.3 **Material breach:** a material breach of this agreement will include:

(a) a substantial failure by the Delivery Partner to perform a material obligation it has under this agreement;

(b) a series of minor breaches of this agreement by the Delivery Partner that, taken together, will have a material adverse impact on the performance of this agreement; or

(c) where the Delivery Partner's conduct:

(i) is inconsistent with prevailing community standards; or

(ii) may be regarded by the public as unacceptable; or

(iii) may bring the Delivery Partner's reputation into disrepute,

and the Funding Partner believes (acting reasonably) that its continued association with the Delivery Partner or the Initiative may be detrimental to the Funding Partner's reputation or its ability to discharge its role or legal duties.

31.4 **Severability:** A determination that any provision of this agreement is invalid or unenforceable will not affect any other part of this agreement.

31.5 **No agency or other relationship:** Neither party has the right to legally represent the other party or to enter into any commitment on behalf of the other party. Nothing in this agreement will constitute a legal relationship of partnership, principal-agent, employer-employee or joint venture relationship between the parties. When the term 'partner' is used to describe a party or the relationship between the parties, it is to capture the collaborative nature of how both of the parties intend to work together.

31.6 **Survival of terms:** Clauses 14 to 19 (inclusive), 20.2, 21, 22, 23, 24, 25, 30 and 31 survive expiry or termination of this agreement, along with any other parts of this agreement necessary to give effect to those provisions.

31.7 **Entire agreement:** This agreement (including the Schedule) constitutes the sole and entire understanding with respect to this relationship and the Initiative. This agreement supersedes all prior discussions and understandings, whether written or oral. No amendment to this agreement will be effective unless agreed in writing and signed by both parties.

31.8 **No waiver:** No failure, delay or indulgence by a party in exercising any power or right conferred on that party by this agreement shall operate as a waiver.

31.9 **No third-party benefit:** This agreement is not intended to confer any benefit on or create any obligation enforceable by any person not a party to this agreement.

31.10 **No transfer or assignment without consent:** Neither party may assign or transfer any of its rights or obligations under this agreement, except with the other party's prior written approval. The other party may give or withhold its approval as it sees fit. This clause does not apply to a transfer of the Funding Partner's role or function (relevant to this agreement) to a different government agency.

31.11 **No exclusivity:** Nothing in this agreement is a commitment by the Funding Partner to only work with the Delivery Partner. The Funding Partner may undertake or support other similar initiatives and have arrangements with other delivery partner organisations, including in the same place and working with the same cohorts as the Delivery Partner does.

31.12 **Counterparts:** This agreement may be executed in any number of counterparts (including facsimile or scanned and emailed copies). So long as each party has received a counterpart signed by the other party, the counterparts together shall constitute a binding and enforceable agreement.

31.13 **Governing law:** This agreement is to be governed by the laws of New Zealand.

32 **Definitions**

The following definitions apply, unless the context otherwise requires:

Term	Meaning
Confidential Information	Confidential Information means information that: (a) by its nature is confidential;

	(b) is marked by either party as 'confidential' or 'in confidence' (or any similar description); (c) is provided by either party, or a third party 'in confidence'; or (d) is of a sensitive nature or is commercially sensitive to either party and the circumstances make it reasonably clear that the information has that sensitivity.
Conflict(s) of Interest	Means any situation involving the Delivery Partner, its personnel, or subcontractors (including any other interest, arrangement or activity) that may conflict with: (a) the Delivery Partner's duties to the Funding Partner under this agreement; or (b) the Funding Partner's integrity, standing or interests related to this agreement, or which otherwise could impair the Delivery Partner's ability (or the ability of its personnel or subcontractors) to perform its obligations diligently and independently.
Initiative	Has the meaning given to it in the Schedule and includes the combination of activities the Delivery Partner will provide to Participants (and all associated actions and activities undertaken by (or on behalf of) the Delivery Partner) to contribute towards achieving the relevant outcome, under and in accordance with this agreement.
Integrated Data Infrastructure (IDI)	Means the Integrated Data Infrastructure (IDI), which is a research database hosted by Statistics New Zealand which holds de-identified information about people and households. The data comes from government agencies, Statistics New Zealand surveys, and non-government organisations.
Intervening Event	An act, omission, cause or circumstance (or an event or change in circumstances) that: (a) is outside the reasonable control of a party (including weather, fire, storm, earthquake, explosion, enemy acts, war, sabotage, general labour dispute, riot or civil commotion and an act or omission of an unrelated third party); (b) could not have been reasonably prevented or remedied (including by exercise of business continuity practices) by the party which is seeking to rely on the event; and (c) cannot be circumvented by the party which is seeking to rely on the event through the use of commercially reasonable means. It does not include third party non-performance (e.g. by a subcontractor) or the failure arising from the fault or insolvency of the party which is seeking to rely on the event.
Participant	A person participating in, or otherwise affected in a material way by, the Initiative, and includes each person who has been referred

	to and enrolled in the Initiative by the Delivery Partner in accordance with the applicable referral and enrolment procedures.
Personal Information	Has the meaning given in the Privacy Act 2020, and will include data collected from or about a Participant or their family/whānau (including legal guardians and primary caregivers of Participants) by the Delivery Partner.
Privacy Breach	Means, in relation to Personal Information used and/or stored by or on behalf of a party in the course of performing its obligations under this agreement: (a) unauthorised access to, or use, or disclosure, or alteration, or loss, or destruction of, the Personal Information; or (b) an action that prevents that party from accessing the Personal Information on either a temporary or permanent basis resulting in a failure by it to comply with any of its obligations under the Privacy Act 2020.
Relevant Law	Any law (including statute) to which: (a) the Delivery Partner (and/or the Funding Partner, due to its connection with the Delivery Partner because of this agreement); (b) the Initiative; and/or (c) the outcomes relevant to the Initiative, is, or becomes, subject, and includes any regulation from time to time made under that law and any statutory duty or requirement in respect of (including the rights, entitlements and protections of) any Participant or their family/whānau (including any relevant duty of care which a Minister or other government official may have). It also includes any applicable industry or professional code, convention, policy or standard enforceable by law.
Stats NZ Data Sharing Agreement or **DSA**	Means a data sharing agreement between the Delivery Partner and Statistics New Zealand relating to data flow (including into the IDI).

SIGNATURES

For and on behalf of **Social Investment Agency**:

_____

Name:

Position:

Date:

For and on behalf of *[insert full **Delivery Partner organisation name**]*:

_____

Name:

Position:

Date:

Annexure – Relationship Principles

a. **Trust & Respect**: Build and maintain trust in each other through mutual respect and open and effective communication.

b. **Shared Accountability**: Both parties are responsible for their own and joint outcomes.

c. **Purposeful Data Collection and Reporting**: The Funding Partner will limit its data collection and reporting requirements to what is agreed to be necessary to support evaluation and learning and what is reasonable to support the discharge of the responsibilities it has to its own stakeholders.

d. **Data Equity**: Enable appropriate access to relevant data and insights.

e. **Innovation & Continuous Learning**: Encourage diverse thinking and a culture of continuous improvement and ongoing learning, using insights to adapt and improve and maximise the overall effectiveness and impact of what each of us do in relation to this agreement.

f. **Transparency**: Make decisions and actions clear, avoiding surprises that materially affect how either of us operate for the purposes of this agreement or impact what we expect to get from this agreement.

g. **Understanding & Growth**: Embrace challenges as opportunities for learning and growth, fostering a culture of understanding and support of each other.

h. **Sustainable Social Sector Development**: Focus on enabling sustainable funding and service delivery that meets relevant population or local community needs and aspirations and recognise the value of kaupapa Māori and community-led approaches.