

6 November 2009

Service-Provider-Contact  
Legal-Name  
Service-Provider-Postal-Address

[Dear or Tena koe] Service-Provider-Contact [please check that this is addressed to the correct person]

### **Your funding agreement for the Contract-Fiscal-Year Years**

Following your acceptance of the Letter of Offer, please find enclosed the Agreement for your consideration and signature.

Could you please review the enclosed Agreement and arrange to have it signed, provided it is satisfactory. In arranging to have the Agreement signed, would you please ensure the following:

- It is signed in accordance with the rules of your organisation.
- All copies are signed and returned in the enclosed self addressed envelope.
- If previously not supplied, please forward a blank bank deposit slip as evidence of the bank account to which the funds are to be direct credited.
- Please provide me with the appropriate invoice when returning the Agreement so we can pay instalment one.

Further points to note:

- The Agreement does not come into force until signed by both parties.
- A copy of the Agreement will be returned to you once signed on behalf of the Crown.

If you do not wish to enter into the enclosed Agreement please let me know as soon as possible.

Should you have any queries regarding any of the above, including any information about the Agreement, please contact me to discuss.

[Yours sincerely or Naku iti nei, na]

Contract-Manager-Name  
**Regional Advisor Funding**  
Contract-Manager-Phone  
Contract-Manager-Email

# Sample GST Invoice as per IRD Guidelines



XYZ Service Provider  
(Letter head with address and contact details)

GST Number : xx  
Invoice Date : xx  
Invoice Number : xxx

## TAX INVOICE OR INVOICE

To : Contract Manager  
Family and Community Services  
Ministry of Social Development  
[Insert address as in Agreement]

Provider No : xxxx Agreement No : xxxxx

Number of clients/ Units	Description of services & period covered.	Amount
Xxx SAGES – Older People as Mentors	1 July xxxx to 30 June xxxx	\$0.00
Xxx Budget Services	1 July xxxx to 30 June xxxx	\$0.00
<b>Total (excluding GST)</b> [Note -this figure appears in your contract]		\$0.00
<b>GST</b>		<u>\$0.00</u>
[Note - you will need to work out the GST figure based on your GST rate]		
<b>Total (Including GST)</b>		<u>\$0.00</u>

## Requirements of a Tax Invoice

- The invoice shows the Agreement number (Ministry requirement).
- The words 'Tax Invoice' appear in a prominent place.
- The document shows the provider name and GST number.
- The invoice is dated.
- The invoice gives the description and quantity (if relevant) of the goods/services supplied.
- The document has the Ministry's name and address on it.
- The Net, GST and Gross amounts are itemised.
- If your organisation is not registered for GST – please prepare the invoice without the GST component. It is also not a Tax invoice so should be headed 'Invoice'.



MINISTRY OF SOCIAL DEVELOPMENT  
*Te Manatū Whakahiato Ora*

**AGREEMENT BETWEEN**

**Ministry of Social Development,**

**Family and Community Services**

**and**

**Legal-Name**

**For** [can delete if desired]

**Contract-Name** [can delete if desired]

DATE \_\_\_\_\_

**Parties**

**The Sovereign in right of New Zealand** acting by and through the Chief Executive of the Ministry of Social Development in respect of Family and Community Services (“the Ministry”)

**AND**

**Legal-Name**

incorporated under the Charitable Trusts Act 1957 and having its registered office at Provider-Registered-Address (“the Provider”)

incorporated under the Incorporated Societies Act 1908 and having its registered office Provider-Registered-Address (“the Provider”)

incorporated under the Companies Act 1993 and having its registered office at Provider-Registered-Address (“the Provider”)

a charitable company, incorporated under the Companies Act 1993 and having its registered office at Provider-Registered-Address (“the Provider”)

a Maori Trust Board established under the Maori Trust Boards Act 1955 and having its registered office at Provider-Registered-Address (“the Provider”)

of Provider-Location

of Provider-Location, [Title]

[Partner Name] of Provider-Registered-Address, [Title] and [Partner Name] of Provider-Registered-Address, [Title], both jointly carrying on business as partners under the firm name of Legal-Name (“the Provider”).

**Purpose of Agreement**

The purpose of this Agreement is for Legal-Name to contribute towards the Ministry's Family and Community Services outcomes of:

- i. Strong Families Connected Communities
- ii. Great Starts
- iii. Safe and Caring Families

by providing the Services under this Agreement.

**Signatures**

**Ministry**

**Signed by**

I have a delegation under section 41 of the State Sector Act 1988 to sign for the Ministry.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**Legal-Name**

**Signed by**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

I have authority to sign for Legal-Name.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**Signed by**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

I have authority to sign for Legal-Name.

Signed \_\_\_\_\_

Date \_\_\_\_\_

## Part One - Terms and Conditions

### 1 Term

1.1 This Agreement begins on Contract-Start-Date and ends on Contract-End-Date.

### 2 Services

2.1 This Agreement includes the Signatory Section, Part One, Part Two and Part Three.

2.2 The Ministry shall fund the delivery of the following Services by Legal-Name: **I**

Description of Service	Unit of Service Measurement	Quantity of Service	Government Contribution
Contracted-Service-Provider-Service-Descriptions	Contracted-Service-Unit-Measures	Contracted-Service-Volumes	\$Contracted-Service-Totals

### 3 Locality

3.1 The Provider shall provide Services in the **[Contracted-Service-Area /locality]** area in accordance with this Agreement.

### 4 Funding

4.1 The total funding to be provided under this Agreement towards the provision of the Services is \$Total-Scheduled-Payments (excluding GST).

4.2 Subject to the terms and conditions of this Agreement, the Ministry shall pay the funding in instalments as set out below:

Instalment Number	Instalment Amount	Payment Date
Scheduled-Payment-Counts	\$Scheduled-Payment-Amounts	Scheduled-Payment-Dates. Scheduled-Payment-Condition-Text-Strings
<b>TOTAL</b>	<b>\$Total-Scheduled-Payments</b>	

\*Please note these amounts exclude GST. However, payments for GST registered organisations will have GST added subject to the terms and conditions of this Agreement.

4.3 Funding amounts are exclusive of GST

Where Legal-Name is registered for GST, the Ministry shall only pay GST in addition to the funding amount as long as Legal-Name has provided the Ministry with a valid itemised Tax Invoice outlining the description of the Service provided, the period and the funding amount, in accordance with the Goods and Services Tax Act 1985 and subject to the terms of this Agreement.

Where Legal-Name is not registered for GST, payment shall only be made upon receipt of a valid itemised invoice, outlining the description of the Services provided, the period and the funding amount, subject to the terms and conditions of this Agreement.

## 5 Reports

- 5.1 During the term of this Agreement, Legal-Name shall provide the Ministry with reports and information about the provision of the Services using the report forms attached to this Agreement as appended.
- 5.2 The reports are required to ensure accountability to Government for the funding provided in the terms of this Agreement. The Ministry has agreed on the quantity and nature of the Services that Government funding supports, and is required to report to Government that this has been achieved.
- 5.3 Reports are due by the following dates:

Report	Date Report Due	Period Covered by the Report
Provider-Return-Counts	Provider-Return-Due-Dates	Provider-Return-Period-Start-Dates to Provider-Return-Period-End-Dates

## 6 Monitoring

- 6.1 During the term of this Agreement, the Ministry shall conduct monitoring visits to discuss and verify the information provided in the Reports.

Monitoring Visit Number	Financial Year of Visit	Monitoring Visit Due Date
Mon-Visit-Counts	Mon-Visit-FYear	Mon-Visit-Due-Date

- 6.2 The Ministry shall give Legal-Name a copy of the written outcome of the monitoring visits as they are prepared.

## 7 Contact details

- 7.1 The Contract Managers will be responsible for effectively managing the relationship between the Ministry and Legal-Name by providing assistance and support as required.
- 7.2 Any notice served under this Agreement shall be sent to the Contract Manager.
- 7.3 The Contract Managers details are: **[Manually tab address for correct alignment]**

### Ministry Social Development

Contract Manager:	Contract-Manager-Name
Address:	Contract-Manager-Postal-Address
Phone:	Contract-Manager-Phone
Fax:	Contract-Manager-Fax
E-mail:	Contract-Manager-Email

Legal-Name

Contract Manager:	Service-Provider-Contact
Address:	Service-Provider-Postal-Address
Phone:	Service-Provider-Phone
Mobile Phone:	Service-Provider-Phone-Other
Fax:	Service-Provider-Fax
E-mail:	Service-Provider-Email

**8 Working Day**

- 8.1 Working Day means any day of the week other than a Saturday, Sunday, or a Public Holiday in the place where the obligation is to be performed or any day between 24 December and the following 15 January inclusive.
- 8.2 Anything required by this Agreement to be done on a day which is not a Working Day may be effected on the next Working Day.

## Part Two – Standard Terms and Conditions

### 1 Relationship Principles

- 1.1 The parties shall collaborate to ensure the Services are effective and accessible. The following principles guide all dealings under this Agreement. The parties agree to:
- (a) act honestly and in good faith;
  - (b) communicate openly and in a timely manner;
  - (c) work in a collaborative and constructive manner;
  - (d) recognise each others' responsibilities; and
  - (e) encourage quality and innovation to achieve positive outcomes.
- 1.2 This Agreement does not constitute a partnership in the legal sense nor does it mean that Legal-Name is an employee or agent of the Ministry.

### 2 Cultural Awareness

Each party recognises the needs of all people, including Maori, Pacific peoples, migrant communities and all other communities to have Services provided in a way that is consistent with their social, economic, political, cultural and spiritual values.

### 3 Use of Funds

Funding paid to Legal-Name under this Agreement shall only be used to provide the Services. Legal-Name's annual accounts must show money funding paid by the Ministry as a separate income line item.

### 4 Approval Status and Reviews

- 4.1 Legal-Name shall maintain its Approval for the term of this Agreement.
- 4.2 The Ministry shall disclose to Legal-Name any changes to Approval Standards.
- 4.3 If Legal-Name's Approval is suspended, this Agreement will be suspended without further notice. Legal-Name shall stop providing Services or using funding under this Agreement until Approval is reinstated.
- 4.4 If Legal-Name's Approval is revoked or relinquished this Agreement will come to an end without further notice.
- 4.5 The Ministry may review the Services, or Legal-Name's Approval, practices, operating policies, procedures and systems during this Agreement, subject to clause 4.6. Legal-Name shall cooperate fully with any review and allow the Ministry or its authorised agents access to:
- (a) Legal-Name's and any of its subcontractor's premises where Services are delivered or records are kept;
  - (b) staff, subcontractors or other personnel involved in providing the Services; and

- (c) records and information about the Services or any payments made under this Agreement.

4.6 The Ministry shall:

- (a) give Legal-Name at least 2 Working Days' notice of any review;
- (b) visit during working hours or other reasonable times depending on the matter being reviewed; and
- (c) provide Legal-Name with a copy of any report on the review.

4.7 Nothing in this clause limits the rights, powers, or obligations of either party under the CYPF Act.

### **Alternate Approval Status and Reviews for services that DO NOT require CYF Approval**

#### **4 Approval Status and Reviews**

4.1 Where Legal-Name is not subject to any personnel vetting as part of the Children Young Persons and Their Families Act 1989 Approval Process, Legal-Name shall carry out the following procedures:

- (a) subject to the Criminal Records (Clean Slate) Act 2004, Legal-Name shall confirm that all proposed or engaged employees and officers, who have contact with clients in the provision of the Services are vetted by way of a comprehensive criminal convictions check;
- (b) Legal-Name further warrants that all proposed or engaged employees and officers have no convictions for fraud under the Social Security Act 1964 or the Crimes Act 1961;
- (c) where under clause 4.1 (a) and (b) an employee or officer Legal-Name has been found to have a criminal conviction the Ministry's written approval is required for that person to carry out the Services;
- (d) this approval shall not be unreasonably withheld, however the Ministry anticipates that it will not give approval in respect of any person who has been convicted of serious criminal offending, including but not limited to any conviction for sexual crimes, for any offence involving the harm or exploitation of children, for crimes of violence against the person or for dishonesty.

4.2 Legal-Name shall operate an internal quality assurance system that must:

- (a) provide adherence to the core values and guiding principles of the Services;
- (b) provide regular reporting of the Services where an approval standard has been specified;
- (c) provide specified data for the purposes of formal evaluation; and
- (d) develop a series of outcome measures to assure the effectiveness of the Services provided.

#### **5 Information**

- 5.1 Legal-Name shall provide reports as set out in Part One, Clause 5. Legal-Name shall also supply any information relating to this Agreement or the Services that the Ministry requests, within 10 Working Days or any other reasonable period specified in the request.
- 5.2 Legal-Name holds information relating to the Services on behalf of the Ministry for the purpose of carrying out the Ministry's obligations. The parties shall cooperate so that the Ministry can comply with its reporting requirements.
- 5.3 Each party shall take all reasonable steps to keep secure and confidential all information relating to people receiving Services, or relating to any aspect of the Ministry's business.
- 5.4 Legal-Name shall inform the Ministry immediately if it changes its legal structure or if it becomes aware of any of its personnel being investigated for, charged with, or convicted of any criminal activity.

## **6 Public Statements**

- 6.1 In accordance with the principles of Clause 1.1 either party may make public statements about the other party at any time, provided that, unless any term of this Agreement provides otherwise, any statements about the existence or terms of this Agreement can only be made with the other party's written permission in each instance.
- 6.2 This clause does not restrict either party from discussing any matters with its personnel, subcontractors, agents, advisors or people to whom that party is responsible.
- 6.3 Neither party may use the name or logo of the other party without its written permission.

## **7 Intellectual Property**

- 7.1 Each party retains ownership of all intellectual property it owned before the start of this Agreement.
- 7.2 Legal-Name shall own any intellectual property that exists in any material or work it creates in the course of providing the Services, including reports under this Agreement. The Ministry shall have a perpetual, royalty-free, non-transferable licence to use and copy the intellectual property.
- 7.3 Legal-Name assures the Ministry that in providing the Services it is not and will not be in breach of any third party's intellectual property rights. If Legal-Name uses any third party's intellectual property in providing the Services, including the preparation of any material, work, or report under this Agreement, it shall identify those elements to the Ministry.
- 7.4 Either party shall, on the other party's request, execute any document necessary to give effect to this clause.

## **8 Recovery of Payments**

- 8.1 Legal-Name shall repay a portion of the money paid by the Ministry if:
  - (a) it does not provide the Services as described in Part One;
  - (b) it does not maintain the Services for the full term of this Agreement; or

(c) it does not provide Services because its Approval is suspended or this Agreement is terminated.

8.2 The Ministry shall set the amount to be repaid:

(a) after discussion with Legal-Name; and

(b) with regard to the quantity and quality of the Service that was provided.

8.3 Legal-Name shall repay the amount within 30 days of written notice from the Ministry.

8.4 Nothing in this clause limits either party's remedies for breach of contract.

## **9 Events Preventing Performance**

9.1 Neither party is liable for any default or delay in any obligation under this Agreement caused by an event beyond its reasonable control.

9.2 The party claiming the protection of this clause shall:

(a) immediately give the other party notice of the circumstances and of the likely period of the delay; and

(b) take all reasonable steps to mitigate the default or reduce the period of the delay.

9.3 If the event continues for more than 60 days, the other party may terminate this Agreement after 14 days notice in writing.

## **10 Indemnity**

Legal-Name indemnifies the Ministry against all claims, damages, penalties or losses that the Ministry incurs as a result of any breach of Legal-Name's obligations under this Agreement.

## **11 No Expectation of Future Funding**

11.1 The Ministry cannot promise that it will fund the provision of Services, or otherwise make more money available after the expiry of this Agreement.

11.2 While the Ministry will make every effort to secure funding for the Services, payments for any period beyond 30 June in any year are subject to appropriation by Parliament.

## **12 Dispute Resolution**

12.1 The parties shall attempt to resolve any dispute at the lowest possible level. Neither party may start any court or arbitration proceedings relating to any dispute arising from this Agreement until it has complied with this clause, unless proceedings are necessary to preserve the rights of either party.

12.2 The party claiming that a dispute exists shall give written notice to the other party specifying the nature of the dispute. Both parties shall then use their best endeavours to settle the dispute by negotiation.

- 12.3 If the dispute is not settled by negotiation within 21 days of the notice, the parties shall participate in mediation with a mutually acceptable mediator. If the parties cannot agree on a mediator within 28 days of the notice, the Chairperson of LEADR New Zealand Incorporated will appoint the mediator. Unless the parties agree otherwise the cost of mediation will be divided equally between them.
- 12.4 If the dispute is not settled by mediation within 30 days of the start of the process, the parties shall refer the matter to a single arbitrator. If the parties cannot agree on the arbitrator, each party shall appoint one arbitrator, and these two arbitrators will jointly appoint an umpire. The arbitration must be conducted in accordance with the Arbitration Act 1996. Unless the parties agree, or the award specifies otherwise, the cost of arbitration will be divided equally between them.
- 12.5 Both parties shall continue to comply with their obligations in this Agreement until the dispute is resolved.

### **13 Termination**

- 13.1 Either party may terminate this Agreement at any time by giving three months' notice in writing.
- 13.2 The Ministry may terminate this Agreement immediately if:
- (a) Legal-Name breaches a term of this Agreement; or
  - (b) Legal-Name's Approval is revoked or relinquished.
- 13.3 If this Agreement is terminated:
- (a) the parties shall collaborate to transfer any client information to the Ministry, or another provider, if required to ensure that the Services continue; and
  - (b) the parties shall openly and honestly record the reasons for termination in a way that contributes to more effective delivery in future.

### **14 Notices**

Any notice to be given by one party to the other under this Agreement (including notice of change of address for service) may be given by personal delivery, mail, fax, or email. If the date of arrival cannot be proved notice by mail shall be treated as having been delivered on the 3rd Working Day after it was posted, provided that the letter was properly addressed. A fax or email that arrives after 5pm or on a non-Working Day shall be treated as having been delivered on the next Working Day.

### **15 General**

#### **15.1 Assignment and Subcontracting**

Legal-Name shall not subcontract any of the Services or assign the benefits or obligations of this Agreement without written permission from the Ministry.

#### **15.2 Set Off**

The Ministry may set off any amount that Legal-Name owes to the Ministry against any payments the Ministry owes to Legal-Name under this or any other Agreement.

15.3 Entire Agreement

This document records the entire agreement between the parties and supersedes all previous oral or written agreements or understandings dealing with the same subject matter.

15.4 Privity of Contract

No third party may enforce this Agreement.

15.5 Severance

Any clause of this Agreement that is found to be unenforceable, illegal or invalid shall be deleted and shall not affect any other clause.

15.6 Waiver

The failure of either party to enforce a clause of this Agreement will not be interpreted as a waiver of the clause.

15.7 Variation

No variation to this Agreement is effective unless it is in writing and signed by both parties.

15.8 Continued Effect

Clause 5 of Part One, and clauses 3, 5, 6, 8, 10, 12 and 15.8 of Part Two will survive the expiration or termination of this Agreement .

15.9 New Zealand Law

This Agreement is governed by and interpreted in accordance with New Zealand law.

**16 Definitions and Construction**

16.1 In this Agreement, unless the context otherwise requires, words or phrases beginning with capital letters are defined as follows:

**Approval** means approval by the Ministry according to its Approval Standards (which may include approval under the CYPF Act), and “Approved” has a corresponding meaning; and

**CYPF Act** means the Children, Young Persons, and Their Families Act 1989

16.2 In the construction of this Agreement:

(a) if there is any inconsistency between the provisions of Part Two and the provisions of Part One, the provisions of Part Two shall prevail; and

(b) a reference to any Act or any regulations is a reference to that enactment or those regulations as amended or substituted from time to time.

## Part Three – Service Specifications

**Attach Service specification**