**Contract for Services**

Between

(the **Principal**)

And

**[insert name]**

(the **Contractor**)

**Background**

1. The Principal wishes to engage the Contractor to provide the tasks outlined in Schedule One of this contract (‘the Contract’) and which may be varied from time to time with agreement from both parties.
2. The Contractor has agreed to provide the services as described in Schedule One of the Contract.

**The parties agree as follows:**

# Term

## Unless earlier terminated under, the Contract will commence on [insert date] and expire on [insert date] or a time to be agreed in writing by the parties.

# Contractor’s Obligations

## The Contractor will provide the services specified in Schedule One of the Contract.

## The Contractor will provide the services to the best of his/her knowledge, experience, skill and ability and to a professional standard satisfactory to the Principal.

## The Contractor will provide the reports as set out in Schedule One of the Contract to the Principal’s satisfaction and will provide any other reports as and when required by the Principal on any matter associated with the delivery of the services.

## The Contractor will meet from time to time with the Principal as agreed.

## The Contractor will respect the secure environment in which parts of the delivery of the services take place and shall perform the services in accordance with instructions from the Principal including all security arrangements required by the Principal.

## The Contractor will deliver the services having due regard to the principles and aspirations of the Principal.

## The Contractor will abide by any relevant Code of Conduct, protocols, Rules or policies associated with the delivery of the services.

## The Contractor will not do anything to prejudice the good name of the Company in their dealings with third parties.

## The Contractor will give priority to the Company’s requirements over and above the Contractor’s other business commitments (if any).

## The Contractor may enter into agreements with other persons for the provision of services provided that:

###  clause 2.9 is complied with;

### the services do not conflict with the Contractor’s obligations under the Contract and do not place them in a situation where there is a conflict of interest; and

### where a conflict of interest is either reasonably foreseeable or arises in the course of services being provided to any other person, the Contractor will inform the Company at the earliest practicable time.

# Principal’s Obligations

## The Principal will pay the Contractor for the services up to a maximum of the amount specified in Schedule Two of the Contract in the manner specified in that Schedule.

## The parties agree that the price contained in Schedule Two is exclusive of disbursements, travel and expenses. Actual and reasonable disbursements, travel costs and other expenses will be paid by the Principal provided the Principal has approved them in advance of the expenses being incurred.

## The Principal will pay the Contractor upon receipt from the Contractor of a duly itemised tax invoice.

## The Principal will not be obliged to meet any tax invoice that exceeds the maximum amounts specified.

## The Principal will grant the Contractor, subject to statutory requirements, access to all information, which may be relevant to the provision of the services. Such information shall not be removed or photocopied without the consent of the Principal. Clause 7 is applicable to all information provided under this clause.

# Contractor Status

## This is a contract between the Principal and the Contractor as an independent contractor, and will not be construed as a contract of employment, partnership or joint venture or agency.

## The Principal will not be liable to pay the Contractor any wages, salary, sickness pay, holiday allowances, redundancy compensation, annual leave, or superannuation or any other kind of payment except as provided in clause 3.

## The Contractor will be personally responsible for paying tax and any ACC levies due by him or her under the Contract for Services.

## The Contractor will not assign the Contract to any other person or Principal.

## The Contractor may not subcontract its right and obligations under the Contract without the prior written consent of the Principal.

## The Contractor shall bear the cost of the services of any subcontractor and be responsible and liable to the Principal for the performance of the services to be provided by any subcontractor.

# Force Majeure

## Neither party will be liable to the other for any failure to perform the party’s obligations under the Contract by reason of extraordinary circumstances beyond the party’s reasonable control, including (but not limited to) natural disaster, health epidemic or pandemic, governmental actions, or war (“force majeure event”). The party affected must:

### notify the other party as soon as practicable after the force majeure event occurs, and provide information concerning the force majeure event, including an estimate of the time likely to be required to overcome it;

### take all reasonable steps to overcome the force majeure event and minimise the loss to the other party; and

## continue to perform that party’s obligations as far as practicable.

# Warranty of Interest

## The Contractor warrants that it has no direct or indirect pecuniary interest or conflict of interest, which will affect its ability to perform the services.

# Confidentiality and Privacy

## The Contractor will ensure it complies with the Privacy Act 2020 including when collecting personal information.

## The Contractor will not disclose to any third party, any information obtained which may relate to or arise out of the Contract and the provision of the services.

## Subject to the Official Information Act 1982, the Privacy Act 2020, and any other relevant legislation the Principal will keep confidential all information relating to or arising out of the Contract and the provision of the services.

## The Contractor shall keep confidential and shall not release or publish any material whatsoever that relates to the Contract or the provision of the services without the prior written approval of the Principal.

## The Contractor will not use the Principal in any promotional material, without the prior written approval of the Principal.

# Disputes

## The Principal and the Contractor will take all reasonable steps to resolve any dispute that may arise in connection with the Contract by negotiation in the first instance.

## Any dispute that cannot be resolved by negotiation between the parties will be referred to mediation and, failing this, to arbitration in accordance with the Arbitration Act 1996.

## The costs of any mediation or arbitration will be met equally by the Contractor and the Principal.

## If a dispute arises, the Contractor and the Principal will continue to perform the obligations under the Contract while the dispute is being resolved unless agreed otherwise or unless the nature of the dispute (being a significant breach which goes to the heart of the Contract) means it is not reasonably possible for the services to continue to be provided under the Contract.

# Indemnity and Insurance

## The Contractor will be liable to indemnify the Principal for any loss arising from any claim by a third party against the Principal, relating to the Contractor’s performance (or non-performance) of its obligations under the Contract.

## The Contractor agrees to arrange and keep in force professional indemnity insurance.

# Intellectual Property

## The Contractor acknowledges that the intellectual property in the final report/work output, all data, working papers, reports, and documentation whether in writing or stored on computer disk, cassette tape, or any other electronic or other medium, produced or developed by the Contractor performing the services, shall be owned by the Principal.

## The Contractor will not publish, release or use any of the information referred to in clause 10.1 without the written approval of the Principal.

## All trade or professional secrets (including the Contractor’s processes, methodology and pricing structure) or other factual information supplied by the Contractor to the Principal shall remain the property of the Contractor. Neither party shall disclose to any person any secret or confidential information or method of working which may be revealed by one to the other for the purpose of carrying out the Contract.

## Both parties shall treat the contents of the Contract and the arrangements contemplated in it as confidential and neither party shall disclose these to any person except with the prior written consent of the other party.

# Notices

## Any notice or communication to be given or made under the Contract will be given or made in writing and will be made by facsimile, email, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person designated for the purpose.

# Variation

## The Contract may be varied by agreement in writing between the Contractor and the Principal.

## Any variation made under clause 12.1 will be read together with and deemed to be part of the Contract.

# Termination

## Either party may terminate the Contract on one month’s written notice.

## Either party may also terminate the Contract if the other party has substantially breached an obligation under the Contract.

## Before terminating the Contract, the party wishing to terminate will give the other party 10 working days written notice of the breach and request that party to remedy the breach within a specified time, which is reasonable in the circumstances.

## Where the party in breach has failed to remedy the breach within the specified time, the Contract will terminate.

## Upon the termination of the Contract:

### The Principal will not be obliged to pay the Contractor other than for services already provided;

### The Contractor will not be obliged to provide further services to the Principal; and

### The Contractor will return all property to the Principal and not retain property / information belonging to the Principal.

# Severability

## In the event that any part or provision of the Contract is held to be invalid, illegal or unenforceable for any reason, such part or provision shall be deemed to be deleted from the Contract and the remainder of the Contract shall continue in full force and effect.

# Entire Contract

## The Contract constitutes the entire agreement between the parties and shall supersede all prior oral or written agreements, understandings, or arrangements.

# Surviving Clauses

## The following clauses will survive termination or expiration of the Contract:

* Clause 7 (Confidentially and Privacy)
* Clause 8 (Disputes)
* Clause 9 (Indemnity and Insurance)
* Clause 10 (Intellectual Property)

**Declaration**

I understand and agree to abide by terms of the Contract and any applicable Code of Conduct, protocols, Rules and policies, of which I have received copies.

I understand that this document supersedes and replaces any and all previous arrangements that may have existed between the Principal and myself.

I, declare that:

### I have read, understood the terms and conditions and received a copy of the Contract.

### I was given the opportunity to seek independent advice and/or explanations of any term or condition which I did not understand prior to signing the Contract.

### I do not have any disability, medical condition, injury or illness which would affect my ability to carry out my duties and responsibilities under the Contract.

### I will immediately inform the Principal of any disability, medical condition, injury or illness that I may incur in the future which may affect my ability to carry out my duties and responsibilities under the Contract.

### The information provided by me is true and correct to the best of my knowledge and belief.

### I understand that if the Principal discovers that I have supplied any false information or have misled the Principal in any way, the Contract may be terminated immediately.

**SIGNED** on behalf of the **Principal** by )

Date:

**SIGNED** by the Contract**or** )

Date:

**Schedule One**

Description of Services

[**Insert Description of Services**]

Reports / Updates by Contractor to Principal

[**Insert reporting requirements re work progress**]

**Schedule Two**

Remuneration and Benefits

The Principal agrees to pay the Contractor $ [insert amount and arrangement e.g. per day, per hour etc] (gross).

The Contractor will provide a monthly GST (if registered) Invoice for the agreed amount by [insert] of the month following.

The Principal agrees to pay the approved invoice by [insert] of the month following invoice.