

Agreement for Consultancy Services

Parties

I) [REDACTED] LIMITED, operating as a limited liability company at [REDACTED], Wellington, New Zealand (THE COMPANY).

And

II) [REDACTED], operating under the laws of New Zealand having its registered office at [REDACTED] (CONSULTANT)

Background

- (a) THE COMPANY has requested the CONSULTANT to provide Services in connection with THE COMPANY's activities.
- (b) The CONSULTANT has agreed to provide Services to the THE COMPANY.
- (c) THE COMPANY and the CONSULTANT wish to record their agreement in writing.

It is agreed

1. Term and termination

This Contract will begin on [REDACTED] and will end on [REDACTED]

2. Provision of Services

2.1. The CONSULTANT agrees to:

- 2.1.1. perform Services as set out in Part 1 of the Schedule;
- 2.1.2. notify the Chief Executive immediately if he believes there could be a delay in performing the Services, or if the CONSULTANT identifies a problem while performing the Services;
- 2.1.3. comply with all reasonable instructions given by the Chief Executive;
- 2.1.4. use the highest standards of skill, care and quality and employ techniques, methods, procedures and, where necessary, materials of a high quality and standard in accordance with best professional practice;
- 2.1.5. give priority to the THE COMPANY's requirements and ensure that any of the CONSULTANT's other business commitments do not affect the THE COMPANY's priority;
- 2.1.6. follow and comply with all applicable health and safety, security and other procedures in the provision of the Services; and

2.1.7. comply with the provisions of all statutes, regulations, rules and standards that may be applicable to the provision of the Services.

2.2. The CONSULTANT may perform the Services remotely but will travel to other reasonable locations as may be required.

2.3. The CONSULTANT will use his own suitable communications/computer equipment.

2.4. The CONSULTANT agrees to apply due diligence and care when providing the Services to THE COMPANY in a manner which is consistent with the degree of professional skill required of each task to be undertaken.

2.5. The CONSULTANT agrees to comply with the further particulars of the terms of engagement described in the Schedule.

3. Remuneration

3.1. THE COMPANY will pay the CONSULTANT in accordance with this clause 3 and Parts 2 and 3 of the Schedule.

3.2. The CONSULTANT agrees to present an invoice to THE COMPANY monthly for work during the preceding month. Subject to Part 3 of the Schedule, the invoice is payable by THE COMPANY within 14 days of the date of the invoice.

3.3. The invoice submitted by the CONSULTANT under clause 3.2 must include a report of the hours worked and the achievements made against the services contracted in Part 1 of the Schedule to this the contract.

4. Failure to Perform

4.1. If the Services performed by the Contractor are not, in the Chief Executive's opinion, completed to THE COMPANY's reasonable satisfaction, or have not been, or are not likely to be, completed within the required time-frame(s), then the Chief Executive is entitled at its sole discretion to:

4.1.1. require the Contractor to immediately remedy the deficiency, withholding any payment due to the Contractor until the Chief Executive considers that the deficiency is satisfactorily remedied or if it cannot be remedied deduct a proportion from any payment due to the Contractor to reflect the deficiency; and/or

4.1.2. recover from the Contractor all of THE COMPANY's losses or damages attributable to the deficiency; and/or

4.1.3. immediately terminate this Contract.

5. Return of property

5.1. Subject to clause 5.2, upon the termination or expiry of this agreement the CONSULTANT must return to THE COMPANY any documents, papers and

other material of any description (including computerised and electronic files) within the CONSULTANT's possession or control that relate to the affairs and operations of THE COMPANY or, at THE COMPANY's election, confirm in writing that the CONSULTANT has destroyed such computerised and electronic data in the CONSULTANT's possession or control.

- 5.2. The CONSULTANT may retain a copy of his own working papers supporting any conclusions reached in the provision of Services and is required to destroy any electronic data only to the extent that it is reasonably practicable to do so.

6. Confidentiality

- 6.1. Unless otherwise directed by THE COMPANY or required by law, the CONSULTANT may not disclose to any other person any information arising from this agreement including the nature of the Services provided and any confidential information about the THE COMPANY which comes to the CONSULTANT's knowledge, either indirectly or directly, as a result of this agreement. Confidential information about the THE COMPANY includes any information about the THE COMPANY that is not publicly available.
- 6.2. The CONSULTANT also agrees to observe the requirements of the Privacy Act 1993 in respect of all personal information that comes to the CONSULTANT's knowledge as a result of this agreement.
- 6.3. This clause 6 applies both during and after the period of the CONSULTANT's engagement with THE COMPANY and survives the termination or expiry of this agreement.

7. Intellectual property

- 7.1. All copyright and other intellectual property rights in and to all documents, inventions, discoveries and designs prepared by the CONSULTANT in the course of the CONSULTANT's engagement under this agreement or indirectly arising out of the CONSULTANT's engagement under this agreement, and whether made or conceived:
 - 7.1.1. in whole or in part by the CONSULTANT;
 - 7.1.2. alone or in conjunction with others in THE COMPANY; or
 - 7.1.3. in accordance with specific instructions or not,immediately become and remain the property of THE COMPANY.
- 7.2. The CONSULTANT agrees to use any intellectual property created in the course of or arising out of the CONSULTANT engagement with THE COMPANY solely for the purposes of the CONSULTANT's engagement with THE COMPANY.

8. **Indemnity**

The CONSULTANT will perform the Services at the CONSULTANT's sole risk and THE COMPANY will not be liable to the CONSULTANT or any other person (including members of the public generally, suppliers or customers) for any loss whatsoever occasioned by the CONSULTANT's actions resulting from any deliberate act, negligence, breach of duty or statute or breach of any term of this Contract.

9. **Liability**

Under no circumstances is either party liable for consequential, punitive, special or similar damages. All claims for liability must be made within 12 months of the relevant work.

10. **No employment**

The CONSULTANT agrees that the CONSULTANT's status is that of independent contractor and that entry into this agreement does not create an employment relationship between the CONSULTANT and THE COMPANY. The CONSULTANT is responsible for all tax and other obligations that arise as a result of this agreement.

11. **Entire agreement**

This agreement (including the Schedule) comprises the entire agreement between the THE COMPANY and the CONSULTANT and supersedes all previous agreements and other communications and commitments whether written or oral.

12. **Variations**

Any variation to this agreement (including the Schedule) must be recorded in writing and signed by both parties.

13. **Dispute Resolution**

If there is any dispute between the parties arising out of this Contract and that dispute cannot be resolved by discussion within 10 working days of the issue being raised by a party, the parties will attempt to resolve the dispute in good faith using mediation or some other form of alternative dispute resolution.

14. **Governing law**

This agreement is governed by and construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this agreement.

15. **Severability**

If any provision of this agreement is ineffective, void, voidable, illegal or

unenforceable, or if this agreement would, if a particular provision were not omitted, be ineffective or void, voidable, illegal or unenforceable then that provision will (without in any way affecting the validity, legality, effectiveness and enforceability of the remainder of this agreement) be severable and this agreement will be read and construed and take effect for all purposes as if that provision were not included in it.

16. Counterparts

This agreement may be executed in one or more counterparts, including by facsimile, which together will form the one agreement.

Signed for and on behalf of Company LIMITED by:

Signature

Name: _____

Date: _____

Signed for and on behalf of the CONSULTANT by:

Signature

Name: _____

Date: _____

