



**MALE
SURVIVORS
AOTEAROA**

MALE SURVIVORS AOTEAROA TRUST IS A REGISTERED CHARITY [CC 53387]

CONTRACT FOR THE PROVISION OF SERVICES

PARTIES

1. The parties to this contract for the provision of services ("Contract") are Male Survivors Aotearoa ("MSA") and the Contractor named in Schedule 1 ("Contractor").

DATE OF COMMENCEMENT OF CONTRACT

2. The date of commencement is set out in Schedule 1 to this Contract.

TERM

3. The Contract takes effect from the date of commencement as set out in Schedule 1 and remains in force until the date of termination as set out in Schedule 1 or until it is terminated according to its provisions.
4. The Contractor acknowledges that this contract is dependent on MSA's funding arrangements, and the term may be influenced by any substantial changes in those arrangements.

SERVICES AND REPORTING

5. The services to be provided by the Contractor are as set out in Schedule 2 ("the Services") and the Contractor shall report to the person designated as Reporting Manager in Schedule 1 or to such other person as MSA, from time to time, directs.
6. The geographical area and/or facilities where the services will be primarily available is described in Schedule 3 ("Service Area"). This area may be varied as agreed between MSA and the Contractor to respond to client preference and/or service demand.
7. The Contractor has no authority to bind MSA in any contract or arrangement without MSA approval.

GENERAL OBLIGATIONS

8. During the term of the Contract, the Contractor agrees to comply with all MSA policies, procedures, regulations and rules that are relevant to their role, as updated from time to time by MSA and including, but not limited to, the following polices:
 - a. MSA Code of Conduct;
 - b. MSA Code of Ethics;
 - c. MSA Confidentiality Policy;
 - d. MSA Informed Consent Policy;
 - e. MSA Supervision Policy;
 - f. MSA Health & Safety Policy, including any:
 - i. Health and safety directions issued by MSA to the Contractor.
 - ii. Public health directions issued by MSA to the Contractor.
9. During the term of this contract, the Contractor agrees to comply with any third-party information and reporting obligations (Third Party Obligations) as detailed in Schedule 1.

10. The parties shall act fairly and properly and in good faith in all their dealings with each other and for the purposes of this Contract the parties will not do anything that would hinder the rights of the other party in the performance of this Contract.
11. The Contractor will dedicate the personal time and commitment necessary to ensure that the Services are performed in accordance with the terms of this Contract and:
 - a. Subject to the provisions of clause 9, in priority to any obligation to perform services for persons other than MSA;
 - b. In accordance with the timeframes and instructions and directions stipulated by MSA and;
 - c. In a manner that consistently meets a professional standard and with due care, skill and attention.
12. The Contractor will during the term of this contract:
 - a. Maintain the professional qualifications and memberships required for the role as detailed on Schedule 1 and present evidence of such qualifications and member as required by MSA from time to time;
 - b. Maintain any required insurance covers as detailed on Schedule 1 and present evidence of these insurance covers as required by MSA from time to time;
 - c. Maintain such case management records of service interactions with clients as MSA requires to support and document the provision of the Services;
 - d. Maintain any professional and cultural supervision arrangements as required by MSA's Supervision Policy;
13. The Contractor shall not, during the term of this Contract without the written consent of MSA:
 - a. Enter into any arrangement to subcontract the provision of the Services;
 - b. Be engaged or concerned in any activities for any persons that present, or are likely to present, a conflict with their obligation to provide the Services.
 - c. Engage with the media in respect of the Services or any client engagement or operational matter concerning the business of MSA. Any media enquiries should be directed to your Reporting Manager
14. In providing the Services, the Contractor will not:
 - a. Breach confidentiality obligations owed to any person and/or the intellectual property rights of any person;
 - b. Give warranty without authorisation or make a statement that is misleading, deceptive or defamatory about any person, product or service;
 - c. Breach any contractual obligations owed to any person in connection with the performance of the Services;
 - d. Breach any laws, regulations or rules relevant to the performance of the Services.
15. MSA will provide the necessary resources and materials for the Contractor to perform the Services as detailed in Schedule 1.

FEES

16. MSA will pay the Contractor the Fees set out in Schedule 1 for the performance of the Services.
17. The Contractor will invoice MSA for the amount of the Fees, including GST if applicable. Each invoice must provide full details of the services undertaken by the Contractor during the period invoiced and reported in the format provided in Schedule 4.
18. The Contractor will ensure that MSA case management system has been updated to record the appropriate client information in respect of the Services provided and invoiced.
19. MSA will, within ten working days following the date of receipt of an invoice from the Contractor, advise the Contractor of any invoice items that are disputed and the reasons for the dispute.
20. MSA will pay the Fee within ten working days following the date of receipt of an invoice from the Contractor and, in respect of any disputed items, within seven working days following the date of dispute resolution;
21. For the avoidance of doubt, if this Contract is terminated in accordance with the provisions of clause 13, MSA is not obliged to pay any further amount to the Contractor other than what is due to the Contractor up to the effective date of termination.
22. The Contractor is responsible for the payment of his or her own income tax, GST and accident compensation premiums. Nothing in this Contract shall require MSA to deduct PAYE from any payments or reimbursements it makes to the Contractor.
23. MSA may deduct any form of withholding tax or additional tax levied by Inland Revenue relating to the Contractor from the Contractor's fee.
24. The Contractor shall not be entitled to any payments for leave, including but not limited to annual leave and sick leave, or to any compensation for redundancy.
25. The Contractor will be entitled to the reimbursement of reasonable out of pocket expenses. Wherever possible such expenses should be approved by MSA in advance. Each invoice for reimbursement of expenses must show the GST breakdown and provide full details of the expenses being claimed.

PERFORMANCE

26. MSA may establish annual performance criteria that reflect the service level expectations for the delivery of the Services. If required, those expectations will be determined in consultation with you and will be included as Schedule 5 to this Contract
27. In the event of any breach of any laws, regulations, rules or professional codes of practice and/or conduct relevant to the performance of the Services, MSA may, at its discretion:
 - a. Make such enquires, reviews and/or examinations of any matters relating to the breach as are deemed necessary to confirm the nature, extent and impacts of the breach;
 - b. Determine, whether the breach constitutes a breach of the Contractor's obligations under clause 5.7 of this Contract;

- c. Take such action as MSA deems necessary to address or rectify the breach, including requiring the Contractor to perform any corrective activities and/or terminating this Contract;
- d. Notify any persons or organisations that MSA considers, at its discretion, are entitled to be informed about the breach and about any consequential actions taken to address or rectify the breach.

CONFIDENTIALITY

28. Any Confidential Information, which is provided to the Contractor or learned by the Contractor during the term of or as a result of this Contract, must be kept confidential. The Contractor will not during this Contract or thereafter in any circumstances use, divulge or communicate Confidential Information to any person.
29. For the purposes of this Contract, "Confidential Information" includes all client information and any other information not generally known to the public regarding MSA including operational information, financial information and any other information, which, by its nature, or by the circumstance of its disclosure, is or could reasonably be, expected to be regarded as confidential to MSA.

THIRD PARTY RIGHTS

30. The Contractor warrants and represents that they are able to enter into this Contract and perform the Services without breaching any obligations owed to any person and that the Services will be performed without any breach of confidentiality obligations or intellectual property of any person.

OTHER BUSINESS INTERESTS

31. The Contractor undertakes that any other business interests the Contractor may be involved in will not compromise the effective performance of responsibilities under this Contract.
32. At all times the Contractor is obliged to inform MSA and the company is obliged to inform the Contractor of any likely conflict of interest between their respective business interests.
33. Should any such conflict of interest arise MSA will in its absolute discretion be entitled to put in place such measures so as to minimise the conflict of interest.
34. Subject to the provisions of this clause 9 the Contractor shall not make any profit privately through any MSA business dealings other than by way of the fee set out in Schedule 1, unless specifically authorised by MSA in writing as per clause 12.

RELATIONSHIP

35. Nothing in this Contract should be interpreted as constituting the Contractor an agent, partner or employee of MSA.
36. For the avoidance of doubt, the parties agree that this deed between them is a contract for services and that the Employment Relations Act 2000 does not apply to the relationship between MSA and the Contractor.

VARIATION

37. The parties may at any time agree to vary this Contract in part or whole or extend its provisions. Variation to this Contract may only occur in writing, signed by both parties.

INDEMNITY

38. The Contractor agrees to indemnify MSA and keep it indemnified against all actions, suits, proceedings, claims, costs, expenses, loss or damage which may be taken or made against MSA or incurred or suffered by MSA (including loss of goodwill, reputation or clients) or become payable by MSA which arise out of or are a consequence of any of the Contractor's actions or defaults including any failures to comply with MSA policies and practices or any Third Party Obligations.

TERMINATION

39. Either party can terminate this Contract without cause on one month's written notice or otherwise as agreed between the parties in writing. This provision shall not prevent the immediate termination of the Contract if:

- a. The Contractor commits a breach of this Contract which is not capable of remedy;
- b. The Contractor commits a breach of this Contract which is capable of remedy and fails to remedy such breach within five working days of receiving written notice to do so from MSA;
- c. The Contractor commits any serious breach of a written MSA rule, policy or direction;
- d. The Contractor becomes insolvent or enters into an arrangement with his or her creditors;
- e. MSA reasonably believes that the Contractor, by reason of sickness or injury, will be unable to perform the Services in a professional, timely or efficient manner

40. The Contractor may terminate this Contract with immediate effect if:

- a. MSA is in arrears as to the payment of the Fees by more than 10 working days after the date that the payment became due;
- b. MSA has committed a breach of this Contract which is capable of remedy and fails to remedy such breach within five working days of receiving written notice to do so from the Contractor.

41. Notwithstanding the provisions of clause 14.1, the Parties may mutually agree to terminate this Contract at any time.

42. The termination of this Contract by either party shall be without prejudice to the rights and obligations of the parties immediately prior to termination.

43. The provision of Clauses 5, 6.7, 8, 15.3, and 17 shall survive the termination of this Contract and remain binding on the Contractor.

DISPUTES

44. Without limiting the provisions of clause 14.1, the parties agree to attempt to resolve disputes between them in good faith and with informal discussions in the first instance. If the parties cannot resolve any matter through informal discussions the parties agree to refer the matter to mediation.
45. Should the matter remain unresolved, the matter may be submitted to arbitration of a sole arbitrator agreed by the parties, or if the parties are unable to agree, to the President of the New Zealand Law Society or his or her nominee.
46. No waiver of any breach of this Contract shall be treated as a waiver of any subsequent breach. Failure by the parties to enforce any provision of this Contract at any time shall not be interpreted as a waiver of that provision.

PROPERTY

47. The Contractor acknowledges that copyright in any documents, records, reports or any other written material supplied by MSA to the Contractor in paper or electronic form in relation to the provision of the Services will remain the property of MSA.
48. Upon termination of the Contract the Contractor must immediately deliver to MSA all MSA property as requested by MSA including all documents, keys, security cards and any other material of every description (including all copies of or extracts from the same) whether in written, or electronic form or otherwise in the Contractor's possession or control relating to the provision of the Services and/or the business of MSA.

FINAL AGREEMENT

49. This Contract is the final agreement between the parties and supersedes all previous contracts and correspondence in respect of the contractual relationship between the parties.

SIGNATURES

Signed on behalf of MSA:

_____ **Dated:** _____

Name:

Position:

Signed on behalf of the Contractor:

I acknowledge that I have read this Contract for the Provision of Services and that I accept the terms and conditions set out above and in the attached Schedules .

Signed: _____ **Dated:** _____

Contractor's Name:

SCHEDULE 1: CONTRACTOR DETAILS

Name of Contractor

Date of commencement of Contract

Date of termination of Contract:

Role of Contractor

Reporting Manager

GENERAL CONDITIONS OF CONTRACT:

Professional Qualifications:

The Contractor will maintain the following professional membership and qualifications during the term of this Contract:

- *Qualification*
- *Membership*

Insurances:

The Contractor will maintain the following insurance covers during the term of this Contract

- *Insurance*
- *Insurance*

Equipment

MSA will provide the following equipment for use by the Contractor during the Term of the Contract. This equipment shall remain the property of MSA.

- *Laptop Computer with Office 365 with access to the Exess case management system i*
- *Mobile smartphone*
- *Contract with and appropriate communications provider for mobile phone (with data) and internet access*

Third Party Obligations:

The Contractor will comply with the following information and reporting obligations:

- *The Massey Guidelines and ACC Operational Guidelines*
- *ACC schedule 3 plus any additional requirements notified directly to you by ACC*

Fees:

Fees are payable on receipt of a GST invoice during the term of this Contract, and in accordance with Clause 6.

The fee for services contemplates the Contractor using his or her knowledge and experience and committing such of her time and effort as is reasonable and necessary to provide the Services specified in this Schedule 1: Services i

The Fees payable for the delivery of the Services are as follows:

Either - for a peer worker or other MSA contractor

Fee Rate (GST exclusive)	Per Hour: \$	Per Day: \$	Per Session: \$
Fee Period	Weekly	Fortnightly	Monthly
Fee Period Limit	Hours/week	Hours/fortnight	Hours/month
Annual Fee Limit	Days/year		

You are also eligible for the following additional payments:

Hosting Peer Support Groups

Fee Rate (GST exclusive)	Per Hour: \$	Per Day: \$	Per Session \$
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Disbursements:

MSA will reimburse all reasonable role-related expenses incurred by the Contractor in providing the Services. These expenses, including GST, should be included in the Fee invoices.

Or - for an ACC accredited counsellor

Set out fees arrangements here

SCHEDULE 2: SERVICES

Either:

The Services to be performed by the Contractor are set out in the attached Role Definition: [Role Name]

Or

The role of the Contractor is to act as the Provider of Approved Services to individuals who are entitled, according to criteria mandated by ACC, to access ACC Sensitive Claims service support

The Services to be performed by the Contractor are the Approved Services included in the Contract for Service between ACC and MSA:

Or

Describe the services here

SCHEDULE 3: LOCATION

The primary geographical area and/or facilities in which the Contractor shall provide services is:

Service Area:

Service Facility:

SCHEDULE 4: REPORT FORMAT

Reporting Form to accompany Contractor Fee Invoices

Contractor Name		
Reporting Period	From:	To:

Support Services

# Survivor-Clients supported during period	Survivor-Client Profile				
	# Clients Opening	# New (& Return) Clients	# Exited Clients	# Clients Closing	
# Support Meetings & Interactions	Service	Messaging	Face to Face	Video	Groups
	Peer Support				
	Counselling				
	Other				

I confirm in submitting this report that all of the above activities, together with the relevant client information, are correctly recorded in MSA Case Management System

Other Support Services

Service Description	# Clients Involved	Time Spent

Other Role-Related Activities (marketing, training, etc.)

Activity Description	Date of Activity	Time Spent

SCHEDULE 5: Performance Criteria

[Include and/or amend as relevant]

Performance Period	From To	From To
Contact Hours	% Client; % Admin	% Client; % Admin
Number of active clients at period end	#	#
Number of peer support client interactions (face to face, video)		
One-on-One	#	#
Groups	#	#
Messaging	#	#
Number of counselling & other interactions		
Counselling Sessions	#	#
Other	#	#
Other	#	#

NOTES

Contact hours include all client interactions – face-to-face, video and group sessions, emails, phone calls and texts etc.; all other time spent on client affairs – record keeping, meeting arrangements including travel, advocating with government departments etc. is recorded as administration.