

#26244

Lite Contract

ImpactLab Benefits Assessment
Buyer's Contract number: [to be inserted by Procurement when the contract has been processed]

The Parties

The Buyer [The Ministry for the Environment](#)

8 Willis Street, Wellington Central, Wellington 6011

and

The Supplier ImpactLab (NZBN 7233576)

 Level 8, 187 Featherston St,
 Wellington 6011

info@impactlab.co.nz

Agreement

The Supplier will provide the following goods and/or services (as applicable) to the Buyer by the date and for the price recorded in the table below (excluding GST).

Workshops are scheduled online using Microsoft Teams.

The Ministry for the Environment agree to pay for in-person workshops per the terms and conditions below:

Where a proposal for work does not allocate an expense budget, The Ministry for the Environment agree to reimburse ImpactLab for out-of-pocket expenses and disbursements related to the delivery of services, which will be invoiced to The Ministry for the Environment in addition to ImpactLab's fees. Such expenses include, but are not strictly limited to, flights, accommodation, transport, parking and food up to a total aggregate value of \$5,000 excluding GST. Where expenses are likely to exceed a total aggregate value of \$5,000 excluding GST, ImpactLab will obtain The Ministry for the Environment's approval prior to incurring the expenses. Invoices for expenses will be submitted monthly and are payable within ImpactLab's mutually agreed payment terms.

Background

Description	Delivery date	Specific Standards (if any)	Price (exc GST)
Scoping: ImpactLab working with the Jobs for Nature Secretariat to map out a framework exploring different service providers the Secretariat is currently engaged with, and how these link to outcomes of interest for the Secretariat. potential to develop a social	15/09/2023	See standards below	9(2)(b)

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Description	Delivery date	Specific Standards (if any)	Price (exc GST)
impact framework for the Jobs for Nature programme.			

Scoping = 9(2)(b) (+ gst): ImpactLab can work with the Jobs for Nature Secretariat to map out a framework exploring different service providers the Secretariat is currently engaged with, and how these link to outcomes of interest for the Secretariat. Step one will include:

- 2hr introductory workshop for all key stakeholders to align on key social impact objectives of Jobs for Nature and types of funded interventions.
- 2hr data exploration workshop for all key stakeholders to gain an understanding of the programme data that has been collected.
- 1hr planning project with key Secretariat liaison
- Selection of 3-5 representative programmes for GoodMeasure reports
- 30-minute feedback and review of Project Plan and discussion of collateral to be shared
- Development of process, timeline and milestones for engaging partner agencies and programmes
- Review data requirements for measurement and existing evidence
- JFN secretariat to share key information, reports, collateral & data in relation to the funded programmes and time period in scope

ImpactLab will develop a Project Plan to be shared with your team that includes:

- A detailed scope of a work plan including time-period for analysis, key aims and objectives and review of the proposed deliverables.
- A timeline of deliverables, key people, workshop bookings and responsibilities across our two teams and your providers. Clear timeline for return of information and data from MfE and your providers to ImpactLab.
- A list of key stakeholders and plan to engage stakeholders through workshops
- Establishment of fortnightly cadence of updates (via email or phone touchpoint).
- ImpactLab will undertake an internal review of your collateral and categorise and analyse this information in preparation for the GoodMeasure process.

Price	The total price payable under this Contract is NZ\$35,000 excluding GST.
Invoice and payment	<p>The Supplier will invoice the Buyer as follows:</p> <ul style="list-style-type: none"> • 9(2)(b) (plus GST, if any), payable on the 9(2)(b) and • Completion Payment: 9(2)(b) (plus GST, if any), payable upon 9(2)(b) in accordance with the Agreement, which will occur upon 9(2)(b) to you. <p>If delivery of the goods and/or services has been satisfactory and the Buyer receives a valid tax invoice:</p> <ul style="list-style-type: none"> • on or before the 5th business day of the month, the Buyer must pay that tax invoice by the 20th calendar day of that month; and • after the 5th business day of the month, the Buyer must pay that tax invoice by the 20th calendar day of the following month.

Start date	This Contract will start on 15/06/2023.
End date	This Contract will end on 15/09/2023.
Term	<p>This Contract starts on the Start Date. Goods and/or services must not be delivered before the Start Date.</p> <p>This Contract ends on the End Date.</p>
Standards	<p><u>FOR SERVICES:</u> (as applicable) The Supplier will provide the services with due care, skill and diligence and to the Specific Standards specified above (if any).</p> <p><u>FOR GOODS:</u> (as applicable) All conditions and warranties under the Contract and Commercial Law Act 2017, Part 3, Subparts 1 - 6 apply to the supply of goods under this Contract.</p> <p>The Supplier must comply with the <i>Supplier Code of Conduct</i> issued by the Procurement Functional Leader (see procurement.govt.nz).</p>
On-Site Requirements	If the Supplier (including the Supplier's personnel and subcontractors) is at the Ministry's premises, the Supplier must observe the Ministry's policies and procedures, including those relating to security requirements and health and safety.
Intellectual Property	Pre-existing intellectual property rights remain the property of their current owner. New intellectual property rights in any tangible output of the services (deliverables) become the property of the Buyer when they are created. The Supplier grants to the Ministry a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all intellectual property rights incorporated in the deliverables by the Supplier that are not owned by the Buyer. The Supplier will not infringe any third party intellectual property rights in developing any deliverables under this Contract.
Confidentiality	<p>Each Party confirms that it has adequate security measures to safeguard the other Party's confidential information from unauthorised access or use by third parties, and that it will not use or disclose the other Party's confidential information to any person or organisation other than:</p> <ol style="list-style-type: none"> 1. to the extent that use or disclosure is necessary for the purposes of providing the goods or services or in the case of the Buyer, using the goods or services, 2. if the other Party gives prior written approval to the use or disclosure, 3. if the use or disclosure is required by law (including under the Official Information Act 1982), government Ministers or parliamentary convention, or 4. in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties. <p>9(2)(b)</p>
Resolving disputes	The Parties will use their best endeavours to resolve any dispute or difference that may arise under this contract through direct negotiation. If the Parties cannot resolve a dispute by negotiation, either Party may refer the matter to

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	mediation. The Party requesting mediation must notify the other Party in writing. Each Party will meet their own costs of resolving the dispute.
Contractual Relationship	Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. Neither Party has authority to bind or represent the other party in any way or for any purpose.
Conflicts of Interest	The Supplier warrants that as at the Start Date, it has no conflict of interest in providing the goods and/or services or entering into this Contract. The Supplier must do its best to avoid situations that may lead to a conflict of interest arising. The Supplier must tell the Buyer immediately, and in writing, if any conflict of interest arises in relation to the goods and/or services or this Contract.
Publicity	The Supplier may disclose the existence of this Contract but must ^{9(2)(b)} [REDACTED]
Records	The Supplier must keep and maintain records relating to this Contract in accordance with prudent business practice and all applicable laws.
Law	This Contract will be governed and interpreted in accordance with New Zealand law.
Further Terms	The Supplier's Terms of Engagement attached as Appendix 1 will be incorporated into this Contract.

Signed for and on behalf of the Buyer:	Signed for and on behalf of the Supplier:
<p>_____</p> <p>s 9(2)(a)</p> <p>[REDACTED]</p> <p>_____</p> <p>(signature)</p>	<p>s 9(2)(a)</p> <p>— [REDACTED] —</p> <p>(s</p>

Name:	Ilana Miller	Name:	Maria English
Position:	Programme Director – Jobs for Nature	Position:	CEO
Date:	25/05/2023	Date	25/05/2023

Appendix 1 – Supplier's Terms of Engagement