

Outcome Agreement (Bilateral)

[Note for using this document – This Outcome Agreement is not suitable for situations where more than one Purchasing Agency wants to contract with the Provider. Please use the integrated Outcome Agreement for that purpose.]

(Please action all yellow areas of this document, then delete all instructions, brackets and yellow highlights. Do a final check of pagination once all content is completed)

Ministry of Education

and

[Provider]

Contract Name	[name main services delivered e.g. PLD Literacy. Do not include name of provider or date]
Contract Number (if relevant)	(Ariba CW Number)
Commencement Date	
Term (including any rights of renewal)	[Enter how many years the agreement period is] Years
Expiry Date	
Annual contract value (excluding GST)	[provide funding breakdown by Financial year: give amount and financial year e.g.: \$123,456.78 2014/15]
Total contract value (excluding GST)	

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Outcome Agreement

Parties

The Sovereign in right of New Zealand acting by and through the Ministry of Education (**Purchasing Agency**)

[Full legal name of NGO services provider, include any relevant registration numbers (e.g. charities or incorporated societies numbers) and address] (**Provider**)

Relationship Principles **[delete this section if not applicable]**

The parties acknowledge the Kawa Whanaungatanga Principles set out in the Kawa Whanaungatanga between the parties signed **XXX**. The parties agree that they will be guided by the Kawa Whanaungatanga Principles when undertaking their obligations under this Outcome Agreement and acknowledge that the Kawa Whanaungatanga Principles are not intended to define or expand the scope of, or to alter the plain meaning of, either party's obligations under this Outcome Agreement or the relationship principles in the Framework terms and Conditions. However, to the extent the Outcome Agreement does not address a particular circumstance or is otherwise unclear or ambiguous, it is to be interpreted so as to give full effect to the principles.

Introduction

- A The Framework Terms and Conditions (2nd edition) are part of this Outcome Agreement. The Framework Terms and Conditions are available at www.procurement.govt.nz
- B This Outcome Agreement describes the:
- (i) Outcome to be achieved;
 - (ii) Services that the Provider will provide to contribute towards achieving that Outcome; and
 - (iii) the performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome.
- C The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Framework Terms and Conditions).

It is agreed

1 Relationship between this Outcome Agreement and the Framework Terms and Conditions

1.1 This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with clause 9).

1.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.

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1.3 The Introduction above forms part of this Outcome Agreement.

2 Term of this Outcome Agreement

2.1 This Outcome Agreement will commence on [insert date] and end on [insert date] unless extended pursuant to clause 2.2 or terminated earlier in accordance with the Framework Terms and Conditions.

2.2 The Purchasing Agency may extend the term of this Outcome Agreement for up to [insert number of possible extension rights] further periods of [insert length of each extension term] by giving the Provider notice it wishes to extend the term at least [insert notice period] days before the date when the term would otherwise expire.

3 Services

3.1 The Provider will provide the Services described in Appendix 1.

3.2 In providing the Services, the Provider will meet or exceed any performance measures set out in Appendix 1. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.

3.3 In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.

4 Payment

4.1 Subject to the Purchasing Agency's rights under the Framework Terms and Conditions relating to the Recovery, Reduction or Suspension of Payments, the Purchasing Agency will pay the Provider for the Services the amounts, and at the times, specified in Appendix 5.

5 Contract management

5.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4.

5.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 2 to 4.

6 New IP

6.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any New IP is to be owned by the Purchasing Agency that will be recorded in Appendix 6.

6.2 Any Agreed Uses of New IP are recorded in Appendix 6.

7 Privacy of personal information

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7.1 The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information, are recorded in Appendix 7.

8 Relationship Managers and contact details

8.1 Each party's initial postal address, physical address, email address, phone number and Relationship Manager details is set out below:

Purchasing Agency:

Relationship Manager:

Postal address:

Physical address:

Email address:

Phone number:

Provider:

Relationship Manager:

Postal address:

Physical address:

Email address:

Phone number:

9 Changes or additions to the Framework Terms and Conditions

9.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendix 8 and 9.

9.2 Except as set out in Appendix 8 and 9, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

Signatures Please ensure all signatories are on the same page and with some text (you may have to insert a page break to bring 9.2 over onto the next page)

Signed as an agreement

for and on behalf of the Ministry of Education as follows:

Signed by [insert name and title of signatory]

Date

Signed as an agreement

for and on behalf of Provider Legal Name Provider as follows:

Signed by [insert name and title of signatory]

Date

Appendix 1 – Services, Outcomes to be achieved, and performance measures

Outcome (Population)	This Service is to contribute towards the Purchasing Agency’s purpose: <i>[Add in the population outcome relevant to this procurement]</i>	
Indicator (population)		
Service Outcome	<i>[Add in the client outcome relevant to this service and the supporting statement]</i>	
Service name and description*	<i>[Insert service description – Could be described in full or a reference could be made to a weblink or Appendix with a detailed description]</i> A detailed description of the Service is set out in Appendix 10. <i>[delete this reference if not required]</i>	
Client Group*	Contracted Volume	Performance Measures*
<i>[Describe clients, including age, ethnicity, location or other factor as appropriate]</i>		<i>[insert key reporting measures covering</i> <ul style="list-style-type: none"> • <i>quantity,</i> • <i>quality,</i> • <i>effect- is anyone better-off]</i>

*** An asterisk in any box of the tables in this Outcome Agreement means population of those fields is mandatory. Anything without an asterisk is an optional field and a Purchasing Agency may delete those fields if it wishes. In addition, if a Purchasing Agency and Provider consider there is further relevant information they would like to include, they may add extra fields to any table in the Outcome Agreement to capture that information.**

Appendix 2 – Monitoring by the Purchasing Agency

Monitoring activity * <i>note monitoring is activity that verifies information provided in reporting, the amount and nature of</i>	Time and frequency of monitoring activity *
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monitoring should be determined by risk. Health and Safety must be monitored, add other elements and increase frequency as appropriate	
The Provider's compliance with their Health and Safety procedures and, as appropriate, the Children's Act and privacy policies will be monitored.	At a time agree with the Provider, at least once during the term of the contract, or annually for multi-year contracts.

Appendix 3 – Regular reporting by the Provider

Note reporting must cover Health and Safety and, as appropriate, Children's Act and privacy policies, with the nature and frequency of reporting determined by risk.

Report name *	Details to be included in the report *	Time and frequency of reporting *
Monthly, Quarterly, Six-monthly or Annual Report	[Either provide details required here or set out in a reporting template and state 'See attachment']	On the 5 th working day following each month end
Final Report	[Either provide details required here or set out in a reporting template and state 'See attachment']	On the 5 th working day following end of the service delivery

Appendix 4 – Regular audits or Accreditation Reviews of the Provider

Audit or Accreditation Review*	Time for conducting the audit or accreditation review*

Appendix 5 – Payment for Services [amend rows as required]

The Purchasing Agency will pay [the Provider] the total amount of \$XXX excl. GST for the Services.

[If required insert any description/ table etc. that describes the contract pricing e.g. hourly rates, additional costs, using the introductory words: 'Payment is made up of the following:']

Payment for Services will be made as follows:

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Payment Number *	Payment date/ milestone *	Payment amount *	Pre-conditions to receiving payment (if any)
1	Upon signing	\$xxx	Following the signing of this Outcome Agreement by both Parties [discuss if this is appropriate with your Procurement Advisor]
2	Insert date	\$xxx	Upon receipt of an appropriate invoice and a satisfactory report for the previous period or evidence of satisfactory achievement of the relevant milestone.

Appendix 6 – New IP

New IP * specify if the Purchasing Agency is to own the new IP, otherwise the Provider will own the new IP	Agreed Uses of the New IP * Note: agreed uses are other uses not connected to this Outcomes Agreement

Appendix 7 - Privacy of personal information

[Note: Insert any agreements about the sharing of client personal information; alternatively include a reference to any service specification where those agreements are set out.] or show

N/A

Appendix 8 – Changes to the Framework Terms and Conditions

[Note: This is optional. This Appendix should only be used if the Purchasing Agency and the Provider have both discussed and agreed that the addition or departure from the Framework Terms and Conditions is necessary to address a matter that is both novel and specific to the Provider or the Services and which (for clearly identified reasons) is not otherwise adequately or appropriately provided for under the Framework Terms and Conditions.

Where applicable, include the consequences of breaching the new or amended terms (e.g. the parties will agree a Remedy Plan or some other consequence as applicable). or show

Nil

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Appendix 9 – Additional terms to the Framework Terms and Conditions

[Include here any service specific clauses which are not covered by the Framework Terms and Conditions. In particular consider where relevant: clauses covering the Children’s Act (the obligations to have child safety policies), and clauses on Health and Safety obligations.]

In addition to complying with its health and safety obligations under this Outcomes Agreement, the Provider must also:

[insert specific H&S requirements – which should be described in the RFP]

Additional Terms and Condition

1. [Children’s Act 2014 If the Provider is providing Children’s Services as defined in the Children’s Act 2014 include this clause otherwise delete. *A provider will be providing Children’s Services if it is providing services to a child or children under 17 or to adults in respect of a child or children under 17]*

- 1.1. The Provider will maintain during the Term of this Agreement a child protection policy that accords with the requirements of section 19 of the Children’s Act 2014 (the **VC Policy**).
- 1.2. If the Provider does not have in place a VC Policy as at the Commencement Date, it undertakes to adopt one as soon as practicable, but in any event no later than three months after the Commencement Date.
- 1.3. The Provider further undertakes to ensure its VC Policy is reviewed on a regular basis so that at any time during the Term its VC Policy has been reviewed within the last three years.
- 1.4. All people involved in delivery or running of the Service will be safety checked in accordance with Part 3 of the Children’s Act 2014. Failure to comply will constitute a breach under clause 11.2(a)(i) of the Framework Terms and Conditions.]

2. Health and Safety at Work Act 2015

2.1. The Provider shall:

- (a) consult, cooperate and coordinate with the Purchasing Agency , to the extent required by the Purchasing Agency, and to ensure that the Purchasing agency and the Provider will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Contract;
- (b) perform its, and ensure that its Personnel perform their, obligations under this Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015;
- (c) comply with all reasonable directions of the Purchasing Agency relating to health, safety, and security;
- (d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Purchasing Agency to the extent that it relates to, or affects, this Contract;
- (e) comply with any additional health and safety requirements described in Appendix [x]

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to this Contract.

3. Announcements

3.1. The Provider must not make any announcement regarding this Agreement to any person, without the Ministry's prior written consent.

Appendix 10 – Detailed Service Description:

Further to Appendix 1, the Services to be delivered are: [insert detailed service description]

[delete Appendix 10 if not required i.e. if service fully described in Appendix 1]

ATTACHMENT 1 – Monthly/ Quarterly Report [example reporting templates that may assist – use/ replace with own format/ delete if not useful]

[Provider Legal Name] Report for the period ending xx/xx/201x

Monthly/ Quarterly report due on the 5th working day following the end of each month, reporting on activity in the prior period; not required in periods when the annual report is due.

Report Due Date
Xx/xx/20xx

Signed by: _____

Date: _____

Name: _____

Position: _____

[Service name]

Reporting measure description	Result	insert period	insert period	insert period	insert period
How many? • From Appendix 1	insert objective	(Report actual)			
How well? •	insert objective				
Is anyone better off? •	insert objective				

ATTACHMENT 2 – Provider Final/Annual Report

Provider Legal Name **Report for the period/ year ending xx/xx/201x**

Final/ Annual report due on the 5th working day following the end of each period, reporting on activity in the prior period.

Report Due date
Xx/ xx/ 20xx

Signed by: _____
 Date: _____
 Name: _____
 Position: _____

[Service name]

Reporting measure description	Result	(insert period)	(insert period)	(insert period)	(insert period)
How many? •	[insert objective]	[Report actual]			
How well? •	[insert objective]				
Is anyone better off? •	[insert objective]				

Provider Summary Report - Narrative Report
1. Describe any highlights from the period (could include trends, successes, impact)
2. What issues have arisen over the period of the month/quarter, including health and safety?
3. Identify any new risks that the Purchasing Agency should be aware of:
4. Any other key points from the period?

Note: This information could be sourced through practitioners, schools/ kura feedback forms, provider assessments and Service evaluations. Note that the information provided should be non-identifying unless permission to publish has been obtained in writing from all identifiable parties.