

# **PASAI CONTRACT FOR SERVICES**



## **CONTRACT FOR SERVICES**

**Between**

**The Pacific Association of Supreme Audit Institutions**, by and through  
**Pacific Association of Supreme Audit Institutions Incorporated**, a society  
incorporated under the Incorporated Societies Act 1908 (NZ) ("PASAI")

**And**

**[Name]**, **[Occupation]**, of **[home town and country]** ("Consultant")

## PURPOSE

- A. PASAI wishes to engage the Consultant to perform the services described in Schedule 1 – Terms of Reference.
- B. The Consultant agrees to provide the services described in Schedule 1 to PASAI, on the conditions set out in this Contract and the signed *Bidder's Letter to PASAI Confirming Interest and Availability for the Individual Contractor (IC) Assignment*, which forms part of this Contract (Annex 1).

## 1. NATURE OF THIS CONTRACT

1.1 This is a contract for services, and is not to be construed as an individual employment agreement, partnership agreement, joint venture agreement, or agency agreement.

1.2 This Contract is governed by and is to be construed in accordance with New Zealand law, and is subject to the exclusive jurisdiction of the New Zealand Courts.

## 2. Term

2.1 The Contract will take effect from the date of execution by both parties ("commencement date"), and will expire on [date], unless terminated earlier in accordance with this Contract. The parties may renew or extend the term of this Contract by written agreement.

## 3 Consultant's obligations

3.1 The Consultant must provide the services specified in Schedule 1 (Terms of Reference):

3.1.1 subject to PASAI's direction and control;

3.1.2 in accordance with the standards, KPIs and timeframes specified in Schedule 1; and

3.1.3 generally, in a manner that seeks value for money and contributes to PASAI's objective of helping its member organizations to improve the quality of public sector auditing in the Pacific to recognised high standards.

3.2 The Consultant will be responsible to PASAI's Chief Executive ("Chief Executive") for the provision of the services and their performance against the KPIs. The Consultant must also fulfill their responsibilities in coordination with other PASAI personnel, as required and as directed by the Chief Executive.

3.3 The Consultant's work will be performed at their [enter appropriate location. E.g. home office location]

3.4 The Consultant must perform the services personally and must not assign this Contract, or subcontract the provision of the services in whole or in part, to any other person.

3.5 When providing the services, the Consultant must:

3.5.1 act in accordance with the highest ethical standards, comply with PASAI's Code of Conduct, and comply with any applicable codes of professional conduct governing their conduct as a member of the accounting profession; [modify as required]

3.5.2 adhere to all applicable organizational, project reporting, and administrative policies and procedures of PASAI, as directed by the Chief Executive (including, without limitation, those relating to conflicts of interest, workplace health and safety, and child protection);

3.5.3 not represent themselves as acting on behalf of PASAI, other than when performing services in accordance with this Contract; and

3.5.4 generally, act in a manner that recognises, and is consistent with, PASAI's status as the association of supreme audit institutions ("SAIs") in the Pacific region and a regional working group of the International Organization of Supreme Audit Institutions ("INTOSAI").

3.6 The Consultant must take good care of any of PASAI's equipment or facilities made available to them for the purpose of providing the services. When present on PASAI's premises, the Consultant must act in accordance with all laws, policies and procedures applying to PASAI personnel, including those relating to health and safety in the workplace and child protection.

3.7 The Consultant will be solely responsible for:

3.7.1 the payment of all applicable taxes, and for filing the necessary tax returns with the relevant tax authorities;

3.7.2 providing their own laptop and computer supplies; and

3.7.3 their own insurance arrangements, including cover for any injury, illness, death or disability of the Consultant while performing the services.

3.8 At no time and under no circumstances will PASAI have any liability to pay or be called upon by the Contractor to pay any sum or sums in respect of:

3.8.1 holiday pay;

3.8.2 any taxes or levies whatsoever, including under the Accident Compensation Act 2001;

3.8.3 sick pay;

3.8.4 redundancy or any other form of severance pay; or

3.8.5 superannuation.

#### **4 PASAI's obligations**

4.1 PASAI will give the Consultant sufficient information and support to enable them to provide the services, to the required standards.

4.2 PASAI will not be legally responsible for the Consultant's health and safety in relation to their working environment at [enter location of work].

#### **5 Fees, expenses and travel**

5.1 Subject to clauses 5.2 and 5.3, PASAI must pay the fees specified in Schedule 1.

5.2 PASAI will pay the fees, and any reasonable expenses, at the completion of the contract deliverable(s), as follows:

5.2.1 The Consultant will send an invoice.

5.2.2 The Consultant will provide the Office Coordinator with information for direct deposits to their bank account.

5.2.3 By the 15<sup>th</sup> of the following month, PASAI will make payment on the invoice directly to the Consultant's account

5.3 Unless the Chief Executive agrees in advance, all travel arrangements must be booked by PASAI's Office Coordinator. The Consultant will travel by the most direct and economical means available.

## **6 Contract management**

6.1 The Consultant must:

6.1.1 keep full and accurate records of the services and the work done to provide them;

6.1.2 report to the Chief Executive in accordance with Schedule 1;

6.1.3 when reasonably required, provide any other written and verbal reports in a form required by the Chief Executive on any matter associated with the services; and

6.1.4 make available to the Chief Executive, or anyone appointed by her, any records or other information they may reasonably request in relation to the provision of the services or the Consultant's performance under this Contract.

6.2 If the Consultant fails, in PASAI's reasonable opinion, to meet the specified standards and KPIs, PASAI may:

6.2.1 require the Consultant to remedy the deficiency or perform additional work, at their own expense and within a time specified by the Chief Executive;

6.2.2 withhold payment of an invoice until the deficiency has been remedied or additional work has been performed;

6.2.3 reduce the amount of a payment or require the Consultant to refund an amount already paid; or

6.2.4 terminate this Contract under clause 13.1.

6.3 PASAI must:

6.3.1 inform the Consultant promptly of any concern it has about the standard of the services or their performance;

6.3.2 give the Consultant written notice of any intended action under clause 6.2, and allow them at least 5 working days to respond to the notice; and

6.3.3 give the Consultant written reasons for any decision to withhold, reduce, or seek refund of any payment.

6.4 The steps specified in clause 6.3 do not limit any other remedies available to PASAI, whether under this Contract or otherwise.

## **7 Intellectual property**

7.1 PASAI has the rights to all intellectual property developed by the Consultant in providing the services. In relation to that property:

7.1.1 The Consultant assigns to PASAI the title to, and any rights which the Consultant may hold in, the property from the date it was developed.

7.1.2 If a third party (other than INTOSAI or another SAI) holds title to any of the property, the Consultant must ensure that the third party assigns his, her or its title to or rights in that property to PASAI, from the date it was developed.

7.1.3 The Consultant waives, and must on request by PASAI ensure that any third party waives, all moral rights in the property under Part 4 of the Copyright Act 1994 (NZ).

7.2 The Consultant warrants that [s/he] has intellectual property rights to all materials, resources, knowledge, and other intellectual property which [s/he] uses or applies, or intends to use or apply, when providing the services (except for materials or resources that are publicly available or provided to [him/her] by INTOSAI, PASAI, or an SAI expressly for the purpose of providing the services).

7.3 When providing the services, the Consultant must not use or develop anything that infringes the intellectual property rights of a third party.

## **8 Confidentiality**

8.1 The Consultant acknowledges that any information obtained in performing this agreement must be treated as confidential, and will not be shared outside the PASAI community without the express written consent of the Chief Executive.

8.2 The Consultant must take such steps as are necessary to ensure that all information that is developed or comes into their possession as a result of this Contract is kept secure at all times. The Consultant will be solely responsible for such arrangements at their [enter office location] and while travelling on PASAI business. [modify as required]

8.3 At the end of the term, the Consultant must return to PASAI all equipment, items, and materials (including all documents, records, files, data and other information, whether in hard copy or electronic form) which belong to PASAI or contain confidential information.

## **9 Unforeseen events**

9.1 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Contract if the act, omission or failure arises from any cause reasonably beyond its control. The party concerned must immediately notify the other in writing of the nature and effect of the unforeseen event.

9.2 The parties may, after considering any damage, loss or other effect of an unforeseen event, vary this Contract in accordance with clause 12.

## **10 Conflicts of Interest**

10.1 The Consultant warrants that they have no direct or indirect interest, whether financial or otherwise, that will affect their ability to perform the services impartially and in the interests of PASAI.

10.2 The Consultant must inform the Chief Executive immediately if they become aware of any actual or potential conflict of interest (as described in PASAI's conflicts of interest policy) which could affect their ongoing compliance with clause 10.1.

10.3 On receipt of a notice under clause 10.2, PASAI must assess the interest and decide if, in its sole opinion, the interest conflicts with the Consultant's obligation to perform the services impartially and in the interests of PASAI.

10.4 If PASAI considers a conflict of interest is capable of being managed without needing to terminate this Contract under clause 13.1, the Consultant must co-operate fully in PASAI's management of the conflict.

## **11 Disputes**

11.1 The parties must take all reasonable steps to resolve any dispute that may arise in connection with the provision of the services or the performance of this Contract.

11.2 Either party may give the other written notice of a dispute, and require the other party to enter negotiations in an attempt to resolve it.

11.3 If a dispute has not been resolved by negotiations within 10 working days of written notice under clause 11.2, either party may initiate mediation by giving written notice to the other. If the parties cannot agree within a further 5 working days on who is to mediate the dispute, PASAI must ask the Resolution Institute in New Zealand ([www.resolution.institute](http://www.resolution.institute)) to appoint a mediator.

11.4 A dispute that is not settled by mediation within one month of the notice of mediation (or such later time as both parties may agree) will be referred to arbitration under and in accordance with the Arbitration Act 1996 (NZ).

11.5 Until any dispute is resolved, the parties must continue to perform their respective obligations under this Contract unless the Contract has expired or PASAI has terminated the Contract under clause .13.

11.6 The costs of mediation and arbitration will be met equally by the parties.

## **12 Variation**

12.1 This Contract may be varied by agreement in writing between the parties.

12.2 Despite clause 12.1, PASAI may at any time amend the description of the services in Schedule 1. PASAI will provide an opportunity for the Consultant to comment on any such changes, and will consider those comments, before deciding whether, and how, to amend the description of the services. PASAI will send the Consultant a copy of the amended Schedule in accordance with clause 15. Once sent to the Consultant, the amendment will take effect as a variation of this Contract.

12.3 Any variation will be read together with, and form part of, this Contract.

## **13 Termination**

13.1 PASAI may terminate this Contract by giving no less than 5 working days' written notice. Without limiting this clause, PASAI may give notice of termination if the scope, direction or funding of the services undergoes significant change affecting the viability of the project or the services.

13.2 The Consultant may terminate this Contract by giving no less than 20 working days' notice.

13.3 PASAI may terminate the Contract with immediate effect on giving written notice to the Consultant, if the Consultant has:

13.3.1 breached any of clauses 3.4, 3.5, 3.6 or 8, or has otherwise (in PASAI's reasonable opinion) committed serious misconduct;

13.3.2 breached, or failed to perform in a satisfactory manner, any other obligation under this Contract and has failed to remedy the breach or failure within 5 working days of being given written notice by PASAI (including notice under clause 6.3); or

13.4 failed to declare a relevant interest under clause 10 or has declared an interest which, in PASAI's opinion, irretrievably affects their ability to provide the services impartially and in the interests of PASAI.

13.5 If the Contract is terminated under clause 13.1, 13.2 or 13.3 PASAI's obligation to pay the Consultant is limited to services provided until, and including, the date of termination.

## **14 Liability**

14.1 Neither party will be liable to the other for damages, compensation or any other remedy at law or equity for terminating this Contract.

14.2 Despite clause 14.1, the Consultant indemnifies PASAI against any liability, loss (whether direct, indirect, or consequential) or expense that PASAI may incur as a result of the Consultant:

14.2.1 failing to provide the services;

14.2.2 providing the services in a manner that is unlawful or negligent; or

14.2.3 wilfully breaching this Contract.

14.3 Expiry or termination of this Contract does not otherwise affect the parties' rights or liabilities under the Contract.

14.4 Clauses 7 and 8 survive expiry or termination of this Contract

## 15 Contacts and Notices

15.1 The parties' addresses for notices and other communications are: **specify**

15.2 Notices under this Contract may be delivered by email or fax if the Consultant is located outside of New Zealand, or by email, fax or in person if the Consultant is located in New Zealand.

<hr/> <p><b>SIGNED</b> for and on behalf of PASAI by the Secretary-General</p> <p>Date: <a href="#">Click here to enter a date.</a></p> <p>In the presence of:</p> <p>Name: _____</p> <p>Signature _____</p> <p>Designation _____</p>	<hr/> <p><b>SIGNED</b> by <a href="#">[name]</a></p> <p>Date: <a href="#">Click here to enter a date.</a></p> <p>In the presence of:</p> <p>Name: _____</p> <p>Signature _____</p> <p>Designation _____</p>
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