

Outcome Agreement (Bilateral)

The Ministry of Business, Innovation & Employment

and

New Zealand Red Cross Incorporated

Contract Name	Provision of Refugee Settlement Support Services for Quota Refugees in 8 locations (Palmerston North, Levin, Masterton, Wellington, Nelson, Blenheim, Dunedin, Invercargill)
Commencement Date	The date that both Parties sign this Outcome Agreement
Term (including any rights of renewal)	6 years + 3 year right of renewal
Expiry Date	30 June 2028
Annual contract value (excluding GST)	Year One: \$3,450,562.00 Year Two: \$3,554,078.86 Year Three: \$3,660,701.23 Year Four: \$3,770,522.26 Year Five: \$3,883,637.93 Year Six: \$4,000,147.07
Total contract value (excluding GST)	\$22,319,649.35

Outcome Agreement

Parties

The Sovereign in right of New Zealand acting by and through Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation & Employment and Chief Executive of the Ministry of Business, Innovation & Employment (**Purchasing Agency**), 15 Stout Street, Wellington, 6140.

New Zealand Red Cross Incorporated, a registered charity with the New Zealand Charities Commission, registration number CC21860, of 69 Molesworth Street, Thorndon, Wellington 6011 (**Provider**)

Introduction

- A The Framework Terms and Conditions (3rd 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.
- 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 the date which both Parties have signed the Outcome Agreement and end on 30 June 2028 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 a further period of 3 years by giving the Provider notice it wishes to extend the term at least 2 months 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,¹ 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

- 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:

¹ [Framework terms and conditions - 3rd Edition \(procurement.govt.nz\)](https://www.procurement.govt.nz/framework-terms-and-conditions-3rd-edition)

Purchasing Agency:

Relationship Manager: Finn Egan

Postal address: Ministry of Business, Innovation and Employment
PO Box 1473, Wellington

Physical address: 15 Stout Street, Wellington, 6140

Email address: Finn.Egan@mbie.govt.nz

Phone number: s 9(2)(a)

Provider:

Relationship Manager: s 9(2)(a)

Postal address: PO Box 12-140

Physical address: 69 Molesworth Street, Thorndon, Wellington 6011

Email address: s 9(2)(a)

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.

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

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Signatures

Signed as an agreement

Signed by the Sovereign in Right of New Zealand acting by and through Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation & Employment and Chief Executive of the Ministry of Business, Innovation & Employment or their authorised delegate:

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ACTING CHIEF EXECUTIVE

7/6/2022

Signed by Carolyn Tremain, Chief Executive, Ministry of Business, Innovation and Employment

Date

Signed as an agreement

Signed for and on behalf of New Zealand Red Cross Incorporated by its authorised signatory:



9 JUNE 2022

Signed by: SARAH STUART-BLACK
SECRETARY GENERAL
NEW ZEALAND RED CROSS

Date

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

The following table sets out detail of the baseline for national settlement support services for quota refugees. This will also include a component of Navigator support for Refugee Family Support Category (see Service component 1.3 of Appendix 1).

The Services can be regularly reviewed during the contract term, to ensure delivery has the most positive impact for former refugees in relation to their settlement journey. Where more effective ways to deliver settlement support services are found, discussion between the Purchasing Agency and Provider can take place and a variation to the service can be mutually agreed by both parties in writing.

<p>Service name and description</p>	<p>Settlement support services are provided in Palmerston North, Levin, Masterton, Wellington, Nelson, Blenheim, Dunedin and Invercargill to former refugees arriving to Aotearoa through the Refugee Quota Programme for a maximum of 24 months to address their early settlement needs, with a strong focus on encouraging independence and supporting their transition to local communities.</p> <p>It is estimated that the Provider will receive the following numbers of individuals for each location per annum +/- 10%:</p> <ul style="list-style-type: none"> • Palmerston North, approximately 130 individuals • Levin, approximately 80 individuals • Masterton, approximately 80 individuals • Wellington, approximately 160 individuals • Nelson, approximately 110 individuals • Blenheim, approximately 80 individuals • Dunedin, approximately 115 individuals • Invercargill, approximately 80 individuals <p>If the total number of arriving quota refugees in the 8 locations above exceeds a 10% variation, in any year (1 July-30 June), the Purchasing Agency and Provider will enter negotiations for a contract variation to meet any cost differences.</p> <p>The Provider will provide quota refugees with settlement support in the community that is appropriate to their needs and with a focus on self-developed, specific, realistic, adaptive goals that address individual and whanau needs in their initial 12 to 24-month settlement phase.</p> <p>The Provider will support quota refugees in the community, provide pastoral support as needed and link them into community support and services so that by 12 months of being settled in the community, they have the necessary knowledge and confidence to independently access and use local services. Support should be relevant to a family's needs and the specific settlement location. Where quota refugees require further support, services can be extended up to 24 months to</p>
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	<p>support ongoing transition into the community.</p> <p>The Provider will work in partnership with local council, iwi representatives, key stakeholders and local communities to support coordination and engagement around former refugee settlement in Palmerston North, Levin, Masterton, Wellington, Nelson, Blenheim, Dunedin and Invercargill.</p>
<p>Service description: National Refugee Resettlement Support Services</p>	
<p>Overall Strategic outcome</p>	<p>Refugees are participating fully and integrated socially and economically as soon as possible so that they are living independently, undertaking the same responsibilities, and exercising the same rights as other New Zealanders and have a strong sense of belonging to their own community and to New Zealand.</p> <p>This is the strategic outcome sought for each of the two service components.</p>
<p>Service component 1.1: Input to Immigration New Zealand Resettlement Planning</p>	
<p>1.1 Service outcome</p>	<p>Quota refugee families have clear settlement plans drafted at Te Āhuru Mōwai o Aotearoa, which identify individual and collective settlement needs, goals and activities for the five integration outcomes (self-sufficiency, participation, health and wellbeing, education and housing) and are integrated across Immigration New Zealand (INZ) and community support services.</p>
<p>1.1 Service objective</p>	<p>Settlement plans support quota refugees' successful adjustment to New Zealand and their move to independence through a focus on self-developed, specific, realistic, adaptive goals that address individual and family needs in the initial settlement phase.</p>
<p>1.1 Service Outputs/Deliverables of the successful provider(s)</p>	<ul style="list-style-type: none"> • Provide input to Immigration New Zealand's decisions on the future distribution of quota refugee families to resettlement regions, taking into account the impact on settlement support services in each location and the appropriate distribution of families with high and complex needs across intakes. • Work with INZ Refugee Quota Team and, where relevant, other providers to regularly review the approach to settlement planning and agree changes where these benefit the settlement experience of quota refugees. • Regularly review the implementation and content of the settlement plan with each former refugee family to discuss their progress towards/achievement of goals, and transition to independence. • Meet with INZ contact, such as the Manager of the Refugee Quota

	<p>Team, Relationship Manager – External Providers of the Refugee and Migrant Support Team, and the Refugee Settlement Coordinator (Refugee Quota Team) each intake via conference call to discuss operational issues related to resettlement in the community. Additional meetings between the Refugee Settlement Coordinator and the Provider will occur on an as required basis.</p>
<p>1.1 Service Performance standards of the successful provider(s)</p>	<ul style="list-style-type: none"> Quota refugee families' settlement plan is revised at 6 weeks and reviewed regularly.

<p>Service component 1.2: Delivery of Refugee Resettlement Support Services</p>	
<p>1.2 Service outcome</p>	<p>Quota refugees receive settlement support in their settlement location appropriate to their needs, including a community orientation that complements the reception programme at Te Ahuru Mōwai o Aotearoa</p>
<p>1.2 Service objective</p>	<p>Settlement support services assist quota refugees' successful adjustment to living in New Zealand, and facilitate their successful transition to mainstream services and independence within 24 months of community settlement.</p>
<p>1.2 Service outputs/deliverables</p>	<p>Ensure adequate staff are maintained to provide a range of case related settlement support in the settlement locations, for at least 12 months and up to 24 months where required. This will include practical assistance for establishment on arrival and in daily living, with a strong on-going focus on encouraging independence. Support will involve, but may not be limited to:</p> <ul style="list-style-type: none"> Work, where requested, with Immigration New Zealand (INZ) to source potential housing for quota refugees to be viewed, with recommendations made regarding the suitability of the housing. The fee for this service component will be invoiced separately from this Agreement. Coordinating the delivery and setting up of furniture for the household (Immigration New Zealand will source and the furniture provider will deliver to site), and providing smaller household items (e.g. linen, blankets, pillows, crockery, cutlery and cooking pots etc.) not associated with the furniture purchase. Arranging for the connection of utilities for all quota refugee homes. Support for the family to access the Re-establishment grant in conjunction with Work and Income, including arranging for the delivery

of whiteware for the home where necessary.

- Settling refugee families into allocated housing in the community and providing on-the-day orientation to the house
- Advocating for quota refugees, and engaging with the Immigration New Zealand settlement team, when there are safety and/or health issues with housing that arise as part of community settlement.
- Linking quota refugee families (adults, young people and children) to services in the community based on their settlement plans, and referring former refugees to local services where new issues are identified during community settlement.
- Ensuring priority and support is given to cases assessed as urgent and/or who are referred by Te Āhuru Mōwai o Aotearoa to health services in the community.
- Providing a registered social worker as lead in assisting settlement in each settlement location, and in particular the overseeing of high needs cases.
- Coordinating and overseeing an agreed orientation programme in the settlement community. The orientation programme must cover, but is not limited to, the following key topics:
 - Introduction to the New Zealand Police/Keeping safe in New Zealand (including important laws);
 - Understanding the New Zealand tax system;
 - Understanding your rights and obligations as a tenant and what you should expect of your landlord;
 - Understanding the New Zealand health system, and access to mental health/wellbeing services;
 - Civil defence and emergency preparedness;
 - Parenting in New Zealand/family violence laws;
 - Nutrition and cooking on a budget;
 - Safety around water in New Zealand;
 - Services provided by the Citizens' Advice Bureau and Community Law Centres; and
 - Accessing different types of transport in the local community.
- Supporting refugee families to develop knowledge of New Zealand culture, including an awareness of Te Ao Māori in partnership with local iwi.
- Making arrangements for catch-up sessions in the community for any aspects of the Orientation to Living in New Zealand sessions not completed during the Te Āhuru Mōwai o Aotearoa reception phase, as noted in families' individual settlement plans.
- Developing and maintaining relationships with other local organisations supporting refugee settlement, local and former refugee communities, and utilising their support where offered and/or appropriate.

	<ul style="list-style-type: none"> • Support quota refugees to transition from settlement support services to mainstream services within 24 months. • When requested by INZ, assessments and a written report will be provided to INZ for specific family reunification cases including where minors are to be reunited with their families. These assessments will include a home visit and a written report on the assessment made and issues identified. The fee for this service component will be invoiced separately from this Agreement.
<p>1.2 Service processes</p>	<ul style="list-style-type: none"> • The nature and availability of settlement support is clearly explained to quota refugees. • Services provided at the settlement location comply with all agreements and processes issued by Immigration New Zealand, including the use of interpreters and requirements related to privacy and informed consent. • Services are provided in quota refugees' own languages when they are not fluent in an official New Zealand language. • Settlement support is well-coordinated with other services available and/or provided to quota refugees. • Information about any individual or family accessing services is kept safe and secure, and any health information supplied to any person, party or stakeholder is provided in accordance with the Health Information Privacy Code 2020 issued under the Privacy Act 2020. • The content/approach of the orientation programme is approved by Immigration NZ prior to being delivered to quota refugees.
<p>1.2 Service Performance standards</p>	<ul style="list-style-type: none"> • Quota refugees are enrolled in a primary health organisation no later than week six of arrival in the community, and a first appointment made with their general practitioner. • School-aged quota refugees are enrolled in school where practicable by week two, but no later than week six of arrival in the community (except where school holidays intervene and no education services are operating, or where the person chooses to enter other training/employment). • Quota refugee children aged 3 to 5 years are enrolled in 20 hours free early childhood education where practicable by week three but no later than week six of their arrival in the community (except where holiday periods intervene and no education services are operating). • Adult quota refugees requiring English language support are enrolled with an appropriate and accessible English language provider where practicable by week two but no later than week six of arrival in the community (except where holiday periods intervene and no education services are operating). • Adult quota refugees complete the agreed community orientation programme. • Adult quota refugees are satisfied that the orientation programme has

	<p>met their settlement information needs.</p> <ul style="list-style-type: none"> • Quota refugee cases who have been in the New Zealand community for 12 months, know where and how to find settlement information and support, and are assessed as able to live independently of service provider support. • Quota refugee young people, aged between 11 and 18 years old, are engaged with settlement services.
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Service component 1.3: Refugee Family Support Category (RFSC) support	
1.3 Service outcome	RFSC sponsors are able to effectively plan and deliver support for their RFSC applicant family members, and have access to settlement service resources from the Provider, where required, to do so.
1.3 Service objective	Settlement support services assist RFSC sponsors to support RFSC visa holders' successful adjustment to living in New Zealand, and facilitate their successful transition to mainstream services and independence.
1.3 Service outputs/deliverables	<ul style="list-style-type: none"> • Where they request it, provide advice and guidance to RFSC sponsors following a visa approval in-principle on the topics of accommodation planning and settlement planning for their family prior to arrival in New Zealand. • Where self-referred, make contact with the RFSC sponsor and visa holders and conduct a home visit within the first two weeks of arrival in New Zealand to provide Navigation support to newcomers and sponsoring family around how to access key services, identify any barriers and provide information and advice on settling in New Zealand. • Provide information, where requested, to RFSC visa holders that have arrived in New Zealand on how to access the Provider's community orientation programme (see Service component 1.2). • Where self-referred, follow up with RFSC sponsors and visa holders after a 2-month period to provide further advice and guidance. • Identify RFSC visa holders who may have high and/or complex needs, and refer them into an appropriate service. This may include referrals to relevant services described in Service component 1.2.
1.3 Service processes	<ul style="list-style-type: none"> • RFSC visa holders and Sponsors will self-refer to the service and will be provided the service providers contact details from INZ. • The nature and availability of Navigation support is clearly explained to RFSC visa holders and their sponsors. • Services are provided in RFSC sponsor' and visa holders' own languages when they are not fluent in an official New Zealand language. • Services provided at the settlement location comply with all agreements

	<p>and processes issued by INZ, including the use of interpreters and requirements related to privacy and informed consent.</p> <ul style="list-style-type: none"> • Navigation support is well-coordinated with other services available and/or provided. • Information about any individual or family accessing services is kept safe and secure, and any health information supplied to any person, party or stakeholder is provided in accordance with the Health Information Privacy Code 2020 issued under the Privacy Act 2020.
<p>1.3 Service Performance standards</p>	<ul style="list-style-type: none"> • RFSC sponsors are provided advice and guidance to develop an accommodation plan prior to their family's arrival in New Zealand, where requested. • RFSC visa holders and sponsors are contacted and receive a home visit within the first two weeks, and a further contact after 2 months, of arrival in New Zealand, where initially referred. • RFSC visa holders have access to the Provider's community orientation programme. • RFSC visa holders with high and/or complex needs are identified and referred to relevant support services, where initially referred.

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Appendix 2 – Monitoring by the Purchasing Agency

Service	Monitoring activity	Time and frequency of monitoring activity
Settlement Support Services for Quota Refugees and Refugee Family Support Category	Monitoring meeting with the Provider which will include a review of: <ul style="list-style-type: none"> • Information in reporting, as outlined in Appendix 3 • Financial budget tracking • Reporting against performance measures • Any opportunities for service improvement • Any issues impacting the service • Stakeholder engagement and collaboration over the last reporting period • Review of how the Provider and Immigration NZ are working together 	Quarterly meetings with the Provider in February, May, August and November each year over the duration of the Outcome Agreement, following submission of relevant reporting outlined in Appendix 3.

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Appendix 3 – Regular reporting by the Provider

In the first three months the Provider and the Immigration Manager Resettlement, Immigration New Zealand (INZ) will be in regular contact focusing on operational support, local issues/risks, immediate settlement priorities and the implementation of the Refugee Quota Programme settlement support services.

Throughout the contract the Provider will be in regular contact with the Immigration Manager Resettlement, INZ, and the Resettlement team at Te Āhuru Mōwai o Aotearoa Resettlement Centre in relation to settlement planning and client settlement needs for each family intake. The Provider, Immigration Manager Resettlement, INZ, and Relationship Manager – External Providers, INZ, will meet after each intake to debrief and review processes.

Unless there is already an established reporting template that the Provider uses, the Purchasing Agency will work with the Provider to develop a suitable reporting template for the Outcome Agreement.

Report name	Details to be included in the report	Time and frequency of reporting
<p>Narrative Reporting:</p> <p>Settlement Support Services for Quota Refugees and Refugee Family Support Category – Quarterly Narrative Update</p>	<ul style="list-style-type: none"> • Describe the key factors impacting on delivery of the service for this period. Indicate which settlement locations are impacted; • Describe any emerging issues, challenges or trends the Provider wishes to bring to the Purchasing Agency’s attention. Indicate which settlement locations are impacted; • Describe any new engagement that has taken place in the reporting period to strengthen relationships in the sector, including with local refugee steering networks, local service providers, mana whenua and local refugee communities; • Describe any potential ideas, approaches or activities that will help you to improve provision of the service in the future; and • Any further reasonable information that the Purchasing Agency officially requests. 	<p>Quarterly, due each year on the following dates:</p> <ul style="list-style-type: none"> • 31 January; • 30 April; • 31 July; and • 31 October. <p>Reporting will commence from 31 October 2022.</p>

<p>Output Reporting:</p> <p>Settlement Support Services for Quota Refugees and Refugee Family Support Category – 6-monthly Output Update</p>	<p>Reporting should include information on the following outputs:</p> <p>1.1. Outputs specified in Appendix 1 (1.1 Input to Immigration New Zealand Resettlement Planning)</p> <ul style="list-style-type: none"> • The number and percentage of quota refugee families who have been in the New Zealand community for 6 weeks have reviewed and revised their settlement plan to meet their current goals and needs. • The number and percentage of quota refugee families who have been in the New Zealand community for 6 months feel their Red Cross settlement plan is supporting their settlement goals and needs. <p>1.2. Outputs specified in Appendix 1 (1.2 Delivery of Refugee Resettlement Support Services)</p> <ul style="list-style-type: none"> • The number and percentage of quota refugees <i>were/were not</i> enrolled in a primary health organisation within six weeks of arrival in the community, the reasons if not and any remedial action taken. • The number and percentage of school-aged quota refugees <i>were/were not</i> enrolled in school within six weeks of arrival in the community, the reasons if not and any remedial action taken. • The number and percentage of quota refugee children aged 3 to 5 years <i>were/were not</i> enrolled in 20 hours free early childhood education within six weeks of their arrival in the community, the reasons if not and any remedial action taken. • The number and percentage of working-age quota refugees assessed as requiring 	<p>Six-monthly, due each year on the following dates:</p> <ul style="list-style-type: none"> • 31 January; and • 31 July. <p>Reporting will commence from 31 January 2023.</p>
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English language support *were/were not* enrolled with an appropriate and accessible English language provider within six weeks of arrival in the community, the reasons if not and any remedial action taken.

- The number and percentage of adult quota refugees who *did/did not* complete the agreed community orientation programme, the reasons if not and any remedial action taken.
- The number and percentage of adult quota refugees *satisfied/unsatisfied* with the orientation programme, the reasons if not and any remedial action taken.
- The number and percentage of quota refugee cases who have been in the New Zealand community for 12 months, know where and how to find the support and information they need, and are assessed as able to live independently of service provider support.
- The number and percentage of quota refugee young people, aged between 11 and 18, who have been in the New Zealand community for 6 weeks are engaged with settlement services; their goals and needs are included in their family's revised Red Cross settlement plan.
- The number and percentage of quota refugee young people, aged between 11 and 18, who have been in the New Zealand community for 12 months felt their Red Cross settlement plan supported their settlement goals and needs.

1.3. Outputs specified in Appendix 1 (1.3 Refugee Family Support Category (RFSC) support)

- The number and percentage of RFSC sponsors who access accommodation

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	<p>and settlement planning support.</p> <ul style="list-style-type: none">• The number and percentage of referred RFSC sponsors and visa holders who are contacted within the first two weeks, and after 2 months, following arrival in New Zealand.• The number and percentage of referred RFSC visa holders who <i>do/do not</i> access the Provider's community orientation programme.• The number and percentage of referred RFSC visa holders who are identified to have high and/or complex, and are referred to relevant support services.	
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Appendix 4 – Regular audits or Accreditation Reviews of the Provider

Audit or Accreditation Review	Time for conducting the audit or accreditation review
An audit of service delivery (both operational and financial) during the Outcome Agreement term, which can take place at the discretion of the Purchasing Agency if there are concerns about Service delivery.	During the Outcome Agreement term, up to once every 18 months. Audit costs will be met by the Purchasing Agency.

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Appendix 5 – Payment for Services

Service	Payment date/milestone	Payment amount	Pre-conditions to receiving payment (if any)
Year One (1 July 2022 – 30 June 2023)	Quarterly on invoice by the 10 th Business Day of the month. First Payment from 1 July 2022.	Refugee Quota Programme \$850,000.00 (excl. GST) per quarter RFSC \$12,640.50 (excl. GST) per quarter Up to a total maximum of \$3,450,562.00 (excl. GST)	The Purchasing Agency is satisfied that the Provider is meeting all performance measures set out in Appendix 1, and is compliant with its obligations under this Outcome Agreement.
Year Two (1 July 2023 – 30 June 2024)	Quarterly on invoice by the 10 th Business Day of the month.	Refugee Quota Programme \$875,500.00 (excl. GST) per quarter RFSC \$13,019.72 (excl. GST) per quarter Up to a total maximum of \$3,554,078.86 (excl. GST)	
Year Three (1 July 2024 – 30 June 2025)	Quarterly on invoice by the 10 th Business Day of the month.	Refugee Quota Programme \$901,765.00 (excl. GST) per quarter RFSC \$13,410.31 (excl. GST) per quarter Up to a total maximum of \$3,660,701.23 (excl. GST)	
Year Four (1 July 2025 – 30 June 2026)	Quarterly on invoice by the 10 th Business Day of the month.	Refugee Quota Programme \$928,817.95 (excl. GST) per quarter RFSC \$13,812.62 (excl. GST) per	

		<p>quarter</p> <p>Up to a total maximum of \$3,770,522.26 (excl. GST)</p>
<p>Year Five (1 July 2026 – 30 June 2027)</p>	<p>Quarterly on invoice by the 10th Business Day of the month.</p>	<p>Refugee Quota Programme \$956,682.48 (excl. GST) per quarter</p> <p>RFSC \$14,227.00 (excl. GST) per quarter</p> <p>Up to a total maximum of \$3,883,637.93 (excl. GST)</p>
<p>Year Six (1 July 2027 – 30 June 2028)</p>	<p>Quarterly on invoice by the 10th Business Day of the month.</p>	<p>Refugee Quota Programme \$985,382.95 (excl. GST) per quarter</p> <p>RFSC \$14,653.81 (excl. GST) per quarter 58015.24 <i>ASIS 9/6/2022</i></p> <p>Up to a total maximum of \$4,000,147.07 (excl. GST)</p>
<p>Refugee Family Support Category – Settlement Support (1 July 2022 – 30 June 2028)</p>	<p>Quarterly, where relevant, on invoice by the 10th Business Day of the month.</p>	<p>\$4,200 (excl. GST) per case, where the total number of people supported in a year across Refugee Quota and RFSC exceeds the 10% variation described in Appendix 1.</p>

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Appendix 6 – New IP

Information in relation to intellectual property can be found in the Framework terms and Conditions at <https://www.procurement.govt.nz/assets/procurement-property/documents/3rd-edition-framework-terms-conditions.pdf>

Appendix 7 – Privacy of Personal Information

The Provider will comply with its obligations under the Privacy Act 2020.

Appendix 8 – Additional terms to the Framework Terms and Conditions

Framework terms and Conditions can be found at

<https://www.procurement.govt.nz/assets/procurement-property/documents/3rd-edition-framework-terms-conditions.pdf>

The Purchasing Agency and the Provider agree to the following additional terms:

Media Contact

1. The Purchasing Agency will confirm with the Provider the date for any announcement about the Outcome Agreement or provision of Services in the Outcome Agreement, recognising clause 2 below. Prior to the date of an announcement, the Provider will not (without the Purchasing Agency's prior written approval):
 - a. make any public statement in relation to this Outcome Agreement or the provision of services in Appendix 1 to the Purchasing Agency, including making press releases or naming the Purchasing Agency on any customer list; or
 - b. offer any customer references in relation to this Outcome Agreement.
2. In all the Provider and Purchasing Agency's dealings with the media in relation to this Outcome Agreement they must expressly confirm that they only represent their organisation. The Provider and Purchasing Agency must not, under any circumstances, hold themselves out as representing the other party to this Outcome Agreement.

Children's Act

3. The Provider confirms that it is aware of and will comply with its obligations under the Children's Act 2014 and the Children's (Requirement for Safety Checks of Children's Workers) Regulations 2015.
4. If the Provider will be providing "Children's Services" under the Children's Act 2014, the Provider must comply with the following:

- a. The Provider will maintain during the term a child protection policy that accords with the requirements of section 19 of the Children's Act 2014 (Child Protection Policy);
- b. If the Provider does not have in place a Child Protection Policy at the Commencement Date, it shall adopt one as soon as practicable, but in any event not later than three months after the Commencement Date;
- c. The Provider shall ensure its Child Protection Policy is reviewed on a regular basis so that at any time during the term its Child Protection Policy has been reviewed within the last three years; and
- d. All persons involved in the delivery or running of the services provided by the Provider will be safety checked in accordance with Part 3 of the Children's Act 2014.

Failure to comply with this clause will constitute a breach of this Outcome Agreement. Following a failure to comply with this clause the Purchasing Agency may immediately terminate this Outcome Agreement by giving written notice to the Provider.

Force Majeure

5. Neither the Purchasing Agency nor Provider (**Affected Party**) shall be liable for any default of the Outcome Agreement and Framework Terms and Conditions due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, storm or other event beyond the reasonable control of the Affected Party (**Force Majeure Event**), that prevents the Affected Party from performing its obligations under the Outcome Agreement and Framework Terms and Conditions, provided that the Affected Party:
 - a. notifies the other party (**Non-Affected Party**) in writing, as soon as reasonably possible, of the nature and expected duration of the Force Majeure Event and keeps Non-Affected Party reasonably informed of the steps the Affected Party is taking to mitigate and remedy the Force Majeure Event;
 - b. uses reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Outcome Agreement to the extent reasonably practicable; and
 - c. resumes full performance as soon as reasonably practicable.
6. If the Force Majeure Event prevails for a continuous period of more than 20 Business Days, or for an aggregate of at least 30 Business Days in any six month period, both parties will work together to find a mutually agreeable solution the impacts of the Force Majeure Event.