



CONTRACT MANAGEMENT AT MfE

Good contract management is important. It ensures deliverables and costs are actively monitored, risks are identified early and properly managed, and ensures a better relationship with suppliers and providers. Good contract management also ensures a smooth transition in case of a change in contract owner or manager.

[Guidance on contract management, along with contract management plan templates can be found here.](#)

Every contract manager is responsible for actively managing each of their contracts. It is expected that you set up a contract management plan for each contract using the contract management plan templates.

The Contract Accountability Statement on the next page **must** be signed by the Contract Owner **and** Contract Manager at the time the contract is signed. It shows that the contract owner and manager both understand their roles and what they are required to do to successfully manage the contract. It must be returned to Procurement along with the signed contract. Your contract will not be entered into the system until the signed Contract Accountability Statement is returned.

If you have any questions, please come and chat to the Procurement Team or email procurement@mfe.govt.nz

MfE CONTRACT ACCOUNTABILITY STATEMENT


Contract Name:	Member of Industrial Allocation Review Technical Advisory Group
MfE Contract Number:	

The Contract Owner¹ and Contract Manager² must both sign this statement to confirm they understand and agree to carry out their role and responsibilities in relation to this contract. Information on roles and responsibilities, and resources to help you fulfil those responsibilities can be found [here](#).

Contract Owner: I Scott Gulliver, Manager – ETS Policy, understand my responsibilities and accept accountability as the contract owner of this contract.

Contract Owner			
Date	27/4/21	Signature	

Contract Manager: I Daniel Rimmer, Senior Policy Analyst – ETS Policy, understand my responsibilities and accept accountability as the contract manager of this contract.

Contract Manager			
Date	27/4/21	Signature	

¹ **Contract Owner:** the Ministry person who is responsible for the relevant work programme (eg, manager or director); has high level oversight of the services being delivered; is ultimately responsible (along with the Contract Manager) for ensuring contract deliverables and timeframes are being met by the Supplier.

² **Contract Manager:** the Ministry person who has full knowledge and understanding of the Ministry's service requirements; is responsible for overseeing the effective implementation of the Contract (eg, ensures contract deliverables meet the Ministry's service requirements re quality, performance standards, timeframes etc); maintains regular contact with the supplier; escalates issues to the Contract Owner as and when required.





Lite Contract

Member of IA review TAG

Buyer's Contract number:

The Parties

The Buyer The Ministry for the Environment

Environment House, 23 Kate Sheppard Place, Thorndon, Wellington 6011

and

The Supplier Stuart Frazer, Frazer Lindstrom (NZBN 9429035880448)

Asteron House, 139 The Terrace, Wellington 6011

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). The price includes all expenses.

Background

The agreed Supplier (Stuart Frazer) will be part of the Technical Advisory Group (TAG) for the Industrial Allocation Review as set out in the TAG's Terms of Reference.

The TAG members will be acting in advisory capacity. Specifically their role will involve:

- Testing options and proposals to inform the drafting of a Government consultation document for the review of industrial allocation
- Advising on the policy and economic impacts of options and proposals to be included in the consultation document
- Recommending, if needed, independent research to be commissioned for the industrial allocation review
- Providing expert opinion and scrutiny of any commissioned research for the review

The Supplier will be required to attend TAG meetings (either in person or virtually) and review materials supplied for TAG meetings.

Description	Delivery dates	Specific Standards (if any)	Price (exc GST)
Supplier to attend TAG meetings and participate in discussions; review materials provided for TAG meetings; recommend and review independent research for the review; and review and provide comments on the	Between 19/04/2021 and 5/07/2021	See Standards below	Capped at a maximum of \$6,500 excluding GST and including expenses



Description	Delivery dates	Specific Standards (if any)	Price (exc GST)
draft consultation document.			
Price	<p>The total price payable under this Contract is up to NZ\$6,500 excluding GST.</p> <p>The price is calculated as follows: the Supplier will use their own hourly rate for 12 to 15 hours of work over the course of the Contract.</p>		
Invoice and payment	<p>The Supplier will invoice the Buyer for the goods and/or services each month. 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 19/04/2021.		
End date	This Contract will end on 5/07/2021.		
Term	<p>This Contract starts on the Start Date. 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). The Supplier must comply with the <i>Supplier Code of Conduct</i> issued by the Procurement Functional Leader (see procurement.govt.nz).</p>		
Intellectual Property	<p>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.</p>		
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. 		



On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, immediately return or securely destroy all confidential information and other material or property belonging to the Buyer.

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 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 obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.

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.

Signed for and on behalf of the Buyer:

Signed for and on behalf of the Supplier:

(signature)

(signature)

Name: Scott Gulliver

Position: Manager – ETS Policy

Date: Select date 27/4/21

Name: Stuart G Frazer

Position: Director – Frazer Lindstrom Limited

Date: 19/04/2021

