

APPENDIX C

Excerpts from open syndicated agreement for telephone and video interpreting services

1. DEFINITIONS AND INTERPRETATION

1.1 *Definitions: In this Agreement, unless the context requires otherwise:*

Dispute Manager means the person specified as such in the Agency Signature Form or any replacement person notified by the relevant party to the other in writing from time to time;

Escalated Dispute Manager means the person specified as such in the Agency Signature Form or any replacement person notified by the relevant party to the other in writing from time to time;

17. DISPUTE RESOLUTION

17.1 Dispute resolution process: Subject to clause 17.6, a party may not commence any court proceedings relating to a dispute between the parties unless the party has complied with clauses 17.2 to 17.4.

17.2 Dispute notice: If there is a dispute, difference, controversy or disagreement between the Agency and the Service Provider arising out of or connection with this Agreement (including any disagreement regarding its existence, breach, termination, or interpretation) (a "dispute"), either party may give the other party notice of the nature and details of the dispute.

17.3 Negotiation: The parties will use their best endeavours to resolve the dispute. If the dispute is not resolved:

- a) within five Business Days, the dispute will be escalated to the Agency's Dispute Manager and the Service Provider's Dispute Manager, and, in the case of a dispute involving a Participating Agency, notified to the Lead Agency; and
- b) within a further five Business Days, the dispute will be escalated to the Agency's Escalated Dispute Manager and the Service Provider's Escalated Dispute Manager, and, in the case of a dispute involving a Participating Agency, notified to the Lead Agency.

17.4 Mediation: If the dispute is not resolved within 20 Business Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. If a party refers the dispute to mediation, they must notify the Lead Agency of the mediation promptly following such referral. The mediation will be in Wellington and conducted under the Resolution Institute standard mediation rules. If the parties do not agree on a mediator or the mediator's fees within 5 Business Days of receipt of the notice of mediation, the mediator will be appointed, or the fees set, by the chair of Resolution Institute (or his/her nominee) at the request of either party. The parties will bear the mediator's fees equally.

17.5 Continued performance: Regardless of any dispute, each party must continue to perform this Agreement to the extent practicable, but without prejudice to their respective rights and remedies.

17.6 Urgent relief: Nothing in this clause 17 will preclude a party from seeking urgent interlocutory relief before a court.

SCHEDULE 3: LEAD AGENCY SIGNATURE FORM

4. DISPUTE MANAGERS

Lead Agency's Dispute Manager (clause 17.3(a), Terms and Conditions): Andrew Lockhart, National Manager, Refugee and Migrant Support, Immigration New Zealand, andrew.lockhart@mbie.govt.nz, +64 9 928 2217

Service Provider's Dispute Manager (clause 17.3(a), Terms and Conditions): [withheld under s9(2)(a)], CEO and Managing Director, ceo@ezispeak.com.au, [withheld under s9(2)(a)]

Lead Agency's Escalated Dispute Manager (clause 17.3(b), Terms and Conditions): Fiona Whiteridge, General Manager, Refugee and Migrant Services, Immigration New Zealand Fiona.Whiteridge@mbie.govt.nz, +64 4 901 8423.

Service Provider's Escalated Dispute Manager (clause 17.3(b), Terms and Conditions): None available

SCHEDULE 4: PARTICIPATING AGENCY SIGNATURE FORM

3. DISPUTE MANAGERS

Dispute Manager (clause 17.3(a), Terms and Conditions): [insert name of and contact details for the Dispute Manager]

Escalated Dispute Manager (clause 17.3(b), Terms and Conditions): [insert name of and contact details for the Escalated Dispute Manager]

Service Provider's Dispute Manager (clause 17.3(a), Terms and Conditions):

Lu Tutera
Head of Customer and Partnerships
Lu.Tutea@connectingnow.com.au
[withheld under s9(2)(a)]

Service Provider's Escalated Dispute Manager (clause 17.3(b), Terms and Conditions):

Kevin le Roux, Managing Director
Kevin.Leroux@connectingnow.com.au
[withheld under s9(2)(a)]

ANNEXURE A: GOVERNANCE AND REPORTING

1. GOVERNANCE STRUCTURES

1.2 Role of Service Provider's Representative: The functions and duties of each Service Provider's Representatives include:

...

- e) Managing any dispute or potential dispute in accordance with the escalation procedure set out in the Agreement.

...

PARTICIPATING AGENCY TERMS AND CONDITIONS

17. DISPUTE RESOLUTION

17.1 Dispute resolution process: Subject to clause 17.6, a party may not commence any court proceedings relating to a dispute between the parties unless the party has complied with clauses 17.2 to 17.4.

17.2 Dispute notice: If there is a dispute between the parties in relation to this Participating Agency Agreement, either party may give the other party notice of the nature and details of the dispute.

17.3 Negotiation: Each party will notify the other and the Lead Agency of a dispute on the day that the dispute arises. The parties will use their best efforts to resolve the dispute. If the dispute is not resolved within five Business Days, the dispute will be escalated to the parties' respective senior managers and notified to the Lead Agency.

17.4 Mediation: If the dispute is not resolved within 20 Business Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. If a party refers the dispute to mediation, they must notify the Lead Agency of the mediation promptly following such referral. The mediation will be in Wellington and conducted under the Resolution Institute standard mediation rules. If the parties do not agree on a mediator or the mediator's fees within 5 Business Days of receipt of the notice of mediation, the mediator will be appointed, or the fees set, by the chair of Resolution Institute (or his/her nominee) at the request of either party. The parties will bear the mediator's fees equally.

17.5 Continued performance: Regardless of any dispute, each party must continue to perform this Participating Agency Agreement to the extent practicable, but without prejudice to their respective rights and remedies.

17.6 Urgent relief: Nothing in this clause 17 will preclude a party from seeking urgent interlocutory relief before a court.