

Contract for Services

Health Promotion Agency

Sun Exposure Survey 2012-2013

reference code '78600'

The Parties

Health Promotion Agency

(Buyer)

Level 3, 181 Wakefield Street

Wellington 6011

and

TNS New Zealand

(Supplier)

Level 3, 435 Khyber Pass Road

Auckland 1023

The Contract

Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

The documents forming this Contract are:

- | | |
|---|-------------------|
| 1. This page | Page 1 |
| 2. Contract Details and Description of Services | Schedule 1 |
| 3. Standard Terms and Conditions | Schedule 2 |

GMC Form 2 SERVICES | Schedule 2 (2nd Edition) available at: www.procurement.govt.nz

4. Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract.
- Any Supplier terms and conditions do not apply.
- Clause numbers refer to clauses in Schedule 2.
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

For and on behalf of the **Supplier**:

(signature)

(signature)

name: Clive Nelson

name: Jason Shoebridge

position: Chief Executive

position: Managing Director

date:

date:

Supplier's Approved Sub-contractor Reference Schedule 2 clause 7	[OPTIONAL]	Approved Sub-contractor
	Name:	DigiPoll
	Address:	PO Box 4059 Hamilton 3247
	Specialisation:	Computer assisted telephone interviewing

Description of Services

Description of Services

The Services involve implementing the Sun Exposure Survey (SES), a triennial survey that measures sun exposure and sun protection behaviours in New Zealand adults and teens.

Fieldwork will be conducted as described in the Supplier's proposal each Monday, Tuesday, and Wednesday between 21 January 2013 and 6 March 2013.

Deliverables

The key deliverables required are:

1. To review, finalise, and program the re-developed questionnaire provided by the HPA.
2. To recruit participants and pilot test the questionnaire.
3. To recruit participants and implement the fieldwork.
4. To fulfil all reporting requirements outlined under 'reporting'.

The Services and Deliverables are described in more detail in the Appendix to this Schedule.



Performance standards

The Supplier is and will continue to be, for the remainder of the Contract term, to be a member of the Association of Market Research Organisations, and to adhere to the standards of Association.

In fulfilment of the Services, it is expected that any written material and advice proffered will be performed in accordance with the following performance measures:

- Factually correct, evidence based and accurate.
- Clear, concise, using plain English and quality grammar.
- Delivered to the Buyer by the due dates.
- The result of careful consideration of all relevant information.
- To the satisfaction of the HPA representative responsible for the project.
- All reports will be peer reviewed by another senior member of the Supplier team to ensure that they are concise, effective, free of spelling, grammatical and numerical errors. They will be

Insurance Reference Schedule 2 Clause 8.1	
Changes to Schedule 2 and additional clause/s	<p>Schedule 2 of this Contract is amended as follows:</p> <p>Publishing information: The Supplier will not publish the results of the Services undertaken pursuant to this Contract.</p> <p>The Supplier acknowledges and agrees that the Buyer may publish information about this Contract, the Services, and the Supplier. The Buyer agrees to acknowledge the Supplier's role in delivering the Services in any published information.</p> <p>Neither party shall be liable for the other's loss of profits, loss of turnover, loss of data, loss of business opportunities, or consequential loss. Liability is not excluded for (a) fraudulent misrepresentations, or (b) death or personal injury caused by the negligence of either party. The Company (TNS) shall not be liable for any loss howsoever arising from or in connection with the Client's (Health Promotion Agency's) interpretation of the Deliverables.</p>
Attachments Reference 'Contract documents' described at Page 1	Appendix 1 on service specifications.



directory, based on the size of the adult population in these areas, to ensure a nationwide spread of interviews. The sampling approach may change for 2012-2013, such as implementing random digit dialling instead of using the White Pages.

The Supplier will make their best effort to re-contact participants and will not place a limit on the number of call attempts. If they cannot contact a respondent within a given weekly fieldwork period, the respondent will then be re-contacted in a subsequent week that meets the fine weather criteria. Reasons for refusal or loss at follow-up will be recorded and reported in the methodology report.

Questionnaire content

There will be two separate (but very similar) questionnaires for the adult and teen samples. The new questionnaires will be developed based on a review of the 2010 questionnaires and current information need. The questionnaires will be kept as consistent as possible to allow for comparability with previous years, although some minor revisions and additions/deletions may be made. The interviews will last approximately 15 minutes and will include a range of questions that assess prevalence of sunburn, self-reported skin-type (phenotypic factors), outdoor activities, sun protection and risk behaviours, attitudes to tanning, and awareness of sun protection communications. The following core question sets include:

- skin-type (eg, susceptibility)
- sun exposure
- activities
- sunburn
- sunburn prevention behaviours
- risk behaviours
- motivation (eg, role-modelling sun safe behaviours to children/others) and barriers (e.g. unplanned activity resulting in unanticipated sun exposure and/or lack of preparedness).
- key demographics and any other supplementary information required for the multivariate analysis.

The non-core question sets may include:

- detailed prevention behaviour (eg, reapplication of sunscreen)
- campaign awareness
- risk perception (eg, self-identified risk) and knowledge (eg about causes of skin cancer).

The new questionnaires will be developed by the HPA in consultation with the Supplier, and the HPA will sign off the final questionnaire. The HPA will provide all necessary information to the Supplier for the change(s) at least five working days prior to fieldwork starting. A default item set will be provided by the HPA and the HPA will supply alternatives with reasonable notice to the Supplier.

The Supplier will develop computer-assisted telephone interviewing (CATI) scripting for the new questionnaires. Following this, the Supplier will conduct cognitive testing to gauge comprehension of question wording. Following this, the Supplier will pilot test the questionnaire with 100 respondents (50 adults and 50 teens). They will be recruited through the same recruitment approach as used for the actual research. The piloting will highlight any issues with the questionnaire wording and understanding, routing of questions and scale responses. It will also test the feasibility of implementing a 'refusal survey' for households that decline to participate. They will be offered the opportunity to respond to three Census-like questions so that the researchers can learn more about any potential non-response bias. Based on the outcome of this 'refusal survey' testing (e.g. extra time required to conduct it), additional fees may be negotiated by the Buyer and Supplier.

Results from pilot testing will be populated into all output tools to be supplied in the deliverables to ensure they are developed appropriately.

Information points for review in the pilot will include but not be limited to:

Reporting

Weekly reporting

The Supplier will report on progress and issues or concerns through a weekly report throughout the course of the contract via email. This will specify progress and highlight any issues or problems early. The Supplier will provide the following by Friday of the week following completion of interviewing:

- Cleaned data set in a format specified by the Buyer.
- A report that includes a description of the methodology, response rate, attrition rate, make-up of the respondents (gender, ethnicity, age, geographic region, household composition, education level, income)

Final reporting

The Supplier will provide the following within three weeks following completion of interviewing:

- A short document that includes an aggregated response rate calculation, attrition rate, sampling approach, weighting, make-up of the respondents (gender, ethnicity, age, geographic region, household composition, education level, income), a list of changes made to the interview protocol or questionnaire, and concerns or difficulties experienced.
- Clean datasets for adults and teenagers (in a format compatible with SPSS v.17 and containing survey weights and any generated variables and accompanying dataset documentation).
- Two sets of tables showing weighted results and unweighted base sample sizes (one set for adults and one for teenagers) that will present responses for each question by agreed banners (variables may need to be generated to derive the required banners and/or present responses to questions in a meaningful way). Within each question, results will be shown by survey total, as well as by particular sub-groups that could include age, gender, location and others. Tables will be supplied in bound hard copy, and electronically in Microsoft Word.
- The Supplier will provide a data dictionary after the new questionnaires have been in the field for one fortnight. An updated data dictionary will be provided at each change of the questionnaire.
- Final copies of the questionnaire and appendices of open-ended responses will be provided.

Deliverables

The key deliverables required are:

1. To review, finalise, and program the re-developed questionnaire provided by the HPA.
2. To recruit participants and pilot test the questionnaire.
3. To recruit participants and implement the fieldwork.
4. To fulfil all reporting requirements outlined under 'reporting'.

Performance standards

The Supplier is and will continue to be, for the remainder of the Contract term, to be a member of the Association of Market Research Organisations, and to adhere to the standards of Association.

In fulfilment of the Services, it is expected that any written material and advice proffered will be performed in accordance with the following performance measures:

- Factually correct, evidence based and accurate.
- Clear, concise, using plain English and quality grammar.
- Delivered to the Buyer by the due dates.
- The result of careful consideration of all relevant information.
- To the satisfaction of the HPA representative responsible for the project.
- All reports will be peer reviewed by another senior member of the Supplier team to ensure that they are concise, effective, free of spelling, grammatical and numerical errors. They will be provided in draft format and discussed with the Buyer before being finalised.

Timetable:

Task	Timing/ milestone
1. Confirmation of research design	14 – 23 November
2. Supplier and expert input into draft questionnaire development; CATI programming	14 – 5 December
3. Questionnaire pilot	6 – 12 December
4. Pilot report	12 – 19 December
5. Questionnaire amendment and the HPA sign-off and set up ¹	14 – 18 January
6. Fieldwork	21 January – 6 March
7. Data preparation - data cleaning and coding	21 January – 15 March
8. Analysis (including weighting)	18 – 25 March
9. Draft tables submitted to HPA for sign off	22 March
10. Contractor submits final tables, datasets and documentation to HPA	29 March

¹ If possible, the HPA would like to attend any briefing session that may be held with interviewers.

- c. comply with the *Standards of Integrity and Conduct* issued by the State Services Commission (see www.ssc.govt.nz) and any other relevant codes of conduct listed in Schedule 1 or notified by the Buyer to the Supplier from time to time.
- 2.5 Where an Approved Personnel has been authorised by the Buyer in Schedule 1, the Supplier must use the Approved Personnel in delivering the Services. The Supplier must obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.
- 2.6 If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements. The Buyer must tell the Supplier what the relevant policies and procedures are, and either give the Supplier a copy of them or provide an internet link.
- 2.7 If the nature of the Services requires it, the Supplier will deliver Services:
 - a. in a manner that is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
 - b. that respects the personal privacy and dignity of all participants and stakeholders.

3. Charges and payment

Charges & invoices

- 3.1 The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.
- 3.2 The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice, which is not a valid tax invoice. A valid tax invoice must:
 - a. clearly show all GST due
 - b. be in New Zealand currency or the currency stated in Schedule 1
 - c. be clearly marked 'Tax invoice'
 - d. contain the Supplier's name, address and GST number, if the Supplier is registered for GST
 - e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
 - f. state the date the invoice was issued
 - g. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if payment is based on an Hourly Fee Rate or Daily Fee Rate
 - h. contain the Buyer's contract reference or purchase order number if there is one
 - i. state the Charges due, calculated correctly, and
 - j. be supported by GST receipts if Expenses are claimed and any other verifying documentation reasonably requested by the Buyer.

Payment

- 3.3 If the Buyer receives a valid tax invoice on or before the 3rd Business Day of the month, the Buyer must pay that tax invoice by the 20th calendar day of that month. Any valid tax invoice received after the 3rd Business Day of the month will be paid by the Buyer on the 20th calendar day of the month following the month it is received. The Buyer's obligation to pay is subject to clauses 3.2, 3.4 and 11.10.
- 3.4 If the Buyer disputes a tax invoice or any part of a tax invoice that complies with clause 3.2, the Buyer must notify the Supplier within 10 Business Days of the date of receipt of the tax invoice. The Buyer must pay the portion of the tax invoice that is not in dispute. The Buyer may withhold payment of the disputed portion until the dispute is resolved.

Permission to transfer rights or obligations

- 6.3 The Supplier may transfer any of its rights or obligations under this Contract only if it has the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

7. Subcontractors

Rules about subcontracting

- 7.1 The Supplier must not enter into a contract with someone else to deliver any part of the Services without the Buyer's prior written approval. In selecting an appropriate Subcontractor the Supplier must be able to demonstrate value for money.

The Supplier's responsibilities

- 7.2 The Supplier is responsible for ensuring the suitability of any Subcontractor and the Subcontractor's capability and capacity to deliver that aspect of the Services being subcontracted.
- 7.3 The Supplier must ensure that:
- a. each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
 - b. any subcontract it enters into is on terms that are consistent with this Contract.
- 7.4 The Supplier continues to be responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted.

8. Insurance

Where insurance is a requirement

- 8.1 It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must have the insurance specified in Schedule 1 and the Supplier must:
- a. take out insurance, with a reputable insurer, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
 - b. within 10 Business Days of a request from the Buyer provide a certificate confirming the nature of the insurance cover and proving that each policy is current.

9. Conflicts of Interest

Avoiding Conflicts of Interest

- 9.1 The Supplier warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract.
- 9.2 The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligation to tell the Buyer

- 9.3 The Supplier must tell the Buyer immediately, and in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

Termination by the Buyer

- 11.4 The Buyer may terminate this Contract at any time by giving 20 Business Days Notice to the Supplier.
- 11.5 The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- a. becomes bankrupt or insolvent
 - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - c. becomes subject to any form of external administration
 - d. ceases for any reason to continue in business or to deliver the Services
 - e. is unable to deliver the Services for a period of 20 Business Days or more due to an Extraordinary Event
 - f. requires the supply of Services within the period of an Extraordinary Event
 - g. is in breach of any of its obligations under this Contract and the breach cannot be remedied
 - h. repeatedly fails to perform or comply with its obligations under this Contract whether those obligations are minor or significant
 - i. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business or the reputation or business of the Crown
 - j. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services, the Buyer or the Crown, or
 - k. provides information to the Buyer that is misleading or inaccurate in any material respect.

Termination by a Party if a breach has not been remedied

- 11.6 If a Party fails to meet the requirements of this Contract (defaulting Party) and the other Party (non-defaulting Party) reasonably believes that the failure can be remedied, the non-defaulting Party must give a Notice (default Notice) to the defaulting Party.
- 11.7 A default Notice must state:
- a. the nature of the failure
 - b. what is required to remedy it, and
 - c. the time and date by which it must be remedied.
- 11.8 The period allowed to remedy the failure must be reasonable given the nature of the failure.
- 11.9 If the defaulting Party does not remedy the failure as required by the default Notice, the non-defaulting Party may terminate this Contract immediately by giving a further Notice.
- 11.10 If the Buyer gives a default Notice to the Supplier, the Buyer may also do one or both of the following things:
- a. withhold any payment of Fees due until the failure is remedied as required by the default Notice, and or
 - b. if the failure is not remedied as required by the default Notice, deduct a reasonable amount from any Fees due to reflect the reduced value of the Services to the Buyer.

Supplier's obligations on termination or expiry of this Contract

- 11.11 On giving or receiving a Notice of termination, the Supplier must:
- a. stop providing the Services
 - b. comply with any conditions contained in the Notice, and

13. Confidential Information

Protection of Confidential Information

- 13.1 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:
- a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or in the case of the Buyer using the Deliverables or Services
 - b. if the other Party gives prior written approval to the use or disclosure
 - c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers or parliamentary convention, or
 - d. 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.

Obligation to inform staff

- 13.2 Each Party will ensure that its Personnel:
- a. are aware of the confidentiality obligations in this Contract, and
 - b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

14. Notices

Delivery of Notices

- 14.1 All Notices to a Party must be delivered by hand or sent by post, courier, fax or email to that Party's address for Notices stated in Schedule 1.
- 14.2 Notices must be signed or in the case of email sent by the appropriate manager or person having authority to do so.

Receipt of Notices

- 14.3 A Notice will be considered to be received:
- a. if delivered by hand, on the date it is delivered
 - b. if sent by post within New Zealand, on the 3rd Business Day after the date it was sent
 - c. if sent by post internationally, on the 7th Business Day after the date it was sent
 - d. if sent by courier, on the date it is delivered
 - e. if sent by fax, on the sender receiving a fax machine report that it has been successfully sent, or
 - f. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 14.4 A Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

Publication of information about this Contract

- 16.5 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.
- 16.6 Each Party undertakes not to post on websites or social networking sites and not to publicly display objectionable or derogatory comments about the Services, this Contract, each other or any of its Personnel and to ensure that its Personnel do not do so.

Signing the Contract

- 16.7 The date of execution is the date this Contract is signed. This Contract is properly signed if each Party signs the same copy, or separate identical copies, of Page 1. If this Contract is signed on two separate dates or separate copies are signed, the date of execution is the later of the two dates. Where separate copies are signed the signed copy can be the original document, or a faxed or emailed copy.

No poaching

- 16.8 During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the other's written consent, deliberately solicit for employment or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate advertisement.

Clauses that remain in force

- 16.9 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information), 16 (General) and 17 (Definitions).

Precedence

- 16.10 If there is any conflict or difference between the documents forming this Contract (as stated on Page 1) then the order of precedence is:
- a. a Variation agreed between the Parties under clause 16.1
 - b. Schedule 1
 - c. any Attachment to Schedule 1
 - d. Schedule 2.

17. Definitions

17.1 When used in this Contract the following terms have the meaning beside them:

Attachment Any supplementary document named in Schedule 1 as an Attachment to this Contract.

Approved Personnel A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1. The Supplier must use this person in the delivery of the Services and cannot change them without first obtaining the Buyer's written approval.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Buyer The Buyer is the purchaser of the Services. The Buyer is the Crown, also described as the Sovereign Her Majesty the Queen in right of New Zealand who acts by and through the government agency named as the Buyer on page 1 of this Contract for the purposes of this Contract.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1. The Supplier's Charges include Fees and any Expenses and Daily Allowances stated in Schedule 1. Charges are payable on successful delivery of the Services provided a valid tax invoice has been submitted.

Confidential Information Information that:

- a. is by its nature confidential
- b. is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of this Contract. It does not cover later modifications, adaptations or additions.

Records All information and data necessary for the management of this Contract and the delivery of Services. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

Schedule An attachment to this Contract with the title 'Schedule'.

Start Date The date when this Contract starts as stated in Schedule 1.

Subcontractor A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

Supplier The person, business, company or organisation named as the Supplier on page 1. It includes its Personnel, successors, and permitted assignees.

Variation A change to any aspect of this Contract that complies with clause 16.1.