Public Service Commission
Te Kawa Mataaho

9 October 2026

9(2)(a) privacy

9(2)(a) privacy

Official Information Request
Our Ref: OIA 2026-0275

I refer to your Official Information Act 1982 (OIA) request received by the Public Service Commission (the Commission) on 23 August 2026:

"I would like to request the following information regarding the cabinet paper Driving Down the Cost of Digital in Government – Implementation (Date of issue: 11 February 2026).

1. *the agreement, letter, scope of work or other record setting out the terms and scope of the pro-bono support provided by PwC and Deloitte for development of the Digital Government Target State;*
2. *any recorded estimate of the hours or commercial value of that pro-bono support;*
3. *any conflict-of-interest, procurement, probity or independence assessment concerning acceptance of that support, including consideration of the firms' eligibility for subsequent paid work;*
4. *for Deloitte's subsequent paid work developing and assuring the implementation plan, the contract or statement of work, contract value and procurement method; and*
5. *any document recording how the pro-bono contributions from PwC and Deloitte were incorporated into, or influenced, the final Target State.*
6. *Whether PwC or Deloitte have submitted a supplier application under the new marketplace channels for Infrastructure Services, Telecommunications Services, or Managed Security Services. If so, please identify the channel and catalogue applied for, the date of application, and its current status".*

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On 31 August 2026, we clarified with you that your reference to 'the final Target State' in part five was to the version of the Target State resulting from the work described in the Cabinet paper, now known as the 'interim Target State'.

On 15 September 2026, we notified you of an extension of the time to make our decision on your request to 9 October 2026.

Context and administration

The Government Chief Digital Officer (the GCDO) provides digital leadership across the Public Service to support the development and improvement of digital government.

On 1 April 2026, the GCDO role and function were transferred to the newly established Government Digital Delivery Agency (the GDDA) within the Commission to enable greater collective opportunity to influence, engage, and drive digital change across the Public Sector.

The documents in scope of your request were created while the GCDO function was held by the Department of Internal Affairs. As such, the response is reflective of the GCDO function at that time.

Information being released – parts one to four

Deloitte and PricewaterhouseCoopers (PwC) provided services on a pro bono basis to develop, respectively, the service-focused and digital/investment-focused elements of the interim Digital Government Target State.

Separately, the GCDO approached Deloitte for its services to review the GCDO-developed implementation plan for the Target State. This included support for the GCDO's Digital Investment and Procurement principles, and input into the Cabinet paper report-back in December 2025. The full detailed implementation plan was excluded from the scope of Deloitte's services.

Please find enclosed and listed in the table below the documents in scope of your request:

Item	Date	Document Description	Decision
Parts one, two and three: Pro-bono support provided by PWC and Deloitte			
1	5 August 2025	Consultancy Services Order (CSO) PWC	Released in part
2	25 September 2025	Amended Deloitte CSO	Released in part
Part four: Implementation plan work by Deloitte			
3	16 October 2025	CSO – GCDO Deloitte - Support for GCDO Digital Investment and Procurement	Released in part

4	7 November 2025	Procurement Approval Memo (PAM) Deloitte Oct-Dec 2025	Released in part

I have decided to release the documents listed above, subject to information being withheld under the following sections of the OIA:

- section 9(2)(a) – to protect the privacy of natural persons, including deceased people
- section 9(2)(b)(ii) – to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.

In making my decision, I have considered the public interest considerations in section 9(1) of the OIA.

Information does not exist – parts five and six

The Commission does not hold *any document recording how the pro-bono contributions from PwC and Deloitte were incorporated into, or influenced, the interim Target State*.

At the time this request was received, PwC and Deloitte had not submitted *applications under the new Marketplace channels for Infrastructure Services, Telecommunications Services, or Managed Security Services.*

I am therefore refusing parts five and six of your requests under section 18(e) of the OIA on the grounds the information requested does not exist.

If you wish to discuss this decision with us, please feel free to contact Enquiries@publicservice.govt.nz.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that we intend to publish this response (with your personal details removed) on the Commission's website.

Yours sincerely

Nicky Dirks
Manager – Ministerial and Executive Services
Public Service Commission Te Kawa Mataaho

AoG Consultancy Services Order (CSO)

Part A – for Participating Agency (client) to complete
The Participating Agency (referred to as the client in Parts A – E of this Consultancy Services Order) will complete this and email the entire form (including all Parts) to the Provider.

Today's Date	5/08/2025	**CSO or Project name**	**NZ Digital Target State**
Agency	Department of Internal Affairs (DIA)	**Provider**	PwC Consulting (PwC)
Agency contact name & title	Myles Ward Deputy Secretary Digital Services	**Provider contact name & title**	9(2)(a) privacy
Nominated Personnel		**Nominated Personnel**	
Agency email address	Myles.ward@dia.govt.nz	**Provider email address**	9(2)(a) privacy
Agency phone #	9(2)(a) privacy	**Provider phone #**	
Sub Category		**GCDO Assurance Sub Panel**	
Client Contract #	5241292		

A1. Purpose and any background information

As many countries have accelerated their digital capabilities, New Zealand has an opportunity to transform the public sector into a unified, modernised, digital government that supports more efficient and effective service delivery for citizens, businesses and agencies.

DIA already has work underway to position the digital direction for public sector agencies, reflecting a commitment to reducing cost of technology and consolidating government digital footprint, disciplined delivery, investment transparency and whole of system value. DIA has undertaken significant previous world-leading work and seeks to bring this work together into a coherent future vision.

DIA are looking for a partner to work with their team and leverage existing material and work to date, to converge thinking and develop an interim digital target state. This is on the basis that the partner is part of the All-of-Government Consultancy Services panel and has wide and deep knowledge of the government sector and digital strategy / best practice.

A2. Specific questions / instructions for Provider

Interim Digital Target State (3-Year Horizon)

- The Interim Digital Target State will articulate how a unified, digitally enabled public sector can operate more efficiently and effectively by leveraging common platforms, shared capabilities, and integrated infrastructure. It will demonstrate how digital foundations can reduce duplication, simplify legacy complexity, and enable smarter investment decisions across agencies.

- DIA's work in this area, and the work under this, reflects our commitment to a reduction of the costs of technology, consolidated government digital footprint, investment transparency, and whole-of-system value.

- The outputs from this assignment will provide clarity on the digital future state, common assets for agency use, standards and processes, set a direction for technology consolidation, and support an interim roadmap for modernising back-office functions and improving service enablement. These outputs will include artefacts that can be used by GCDO in its efforts to make the case for change to Ministers and Cabinet.

- The blueprint will articulate options for how a centralised investment, procurement, and governance model will support the implementation, delivery and management of the digital target state based on global lessons learnt.

- The work for this assignment will not be starting from a "blank sheet", and will involve working with existing DIA reference material and nominated DIA personnel for subject matter expertise.

- This assignment links with a separate piece of work to further develop our services modernisation work that will be defining future digital service and life journeys that will deliver joined up services and outcomes for New Zealanders. The outputs from the Interim Digital Target State set the enabling foundation upon which this separate piece of work will build. As such, the Interim Digital Target State assignment includes working with the nominated DIA supplier for dependencies / touchpoints between the two assignments. PwC will cooperate with the nominated DIA supplier to ensure the services and digital target states work together seamlessly.

- ROI must be identified, benefits clearly described for agencies, system, citizens, and business, and supports easier engagement for the private sector.

A3. Additional Information e.g. risks to client, additional contact information

N/A

A4. Client specific requirements

N/A

A5. Timeframes

We expect this eight-week engagement to start on 21 July 2025, and be complete by 17 October 2025 to allow for sign-offs.



A6. Indicative budget

No fee

A7. Outputs of the Services

Deliverables to be co-designed with DIA as part of this engagement:

1. **Digitalisation Stocktake:**

- Assess current capability effectiveness to meet target digital state requirements.
- Map existing DIA database of IT assets and assess themes such as legacy systems, vendor landscape, total cost of ownership, license obligation, data sharing arrangements
- Evaluate current proposed and in-flight digital investments across government.
- Identify system assets and common assets that can be consolidated

2. **Target State Architecture:**

- Articulate the Vision, Objectives and Design Principles for the Digital Target State
- Develop the interim (3-year) Target State Blueprint that agencies can design their agency / cluster architectures toward. These will be needed so that Agencies and clusters can reconcile and align their digital / technology investment intentions and future business cases to.
- Assess architectural options for common vs. agency-specific capabilities, factoring in future potential clustering and reuse.
- Operating and governance model options for centralised investment, procurement, system asset delivery based on global lessons learnt and taking into account ownership and digital leader dual reporting lines.
- This work should consider the digital interests and aspirations of iwi, hapū and Māori communities.

3. Strategic Roadmap

- Define an investment prioritisation framework to sequence in-flight and new initiatives
- Outline executable initiatives in a 3-year roadmap highlighting cost efficiencies to be gained including people, process, technology and investment levers/impacts
- Provide initiative briefs and a longer term (10 to 15-year) transformation roadmap view.

4. Commercial Strategy and Investment Case

- Develop high-level financial modelling and ROI analysis (1) at a overarching level (2) pertaining to specific investment/procurement prioritisation interventions where possible and (3) by agency clusters/groupings
- Define funding pathways (e.g. self-funded, recharge models)
- Outline a sourcing and procurement approach that creates competitive tension and supports market engagement planning.

5. Transition Planning

- Identify and notify relevant stakeholders of blockers and preconditions for success
- Develop Target Operating Model principles, options and recommendations, clarifying potential future roles between the GCDO, Central agencies and agencies/SOEs.

A8. Tables
N/A

A9. Provider liability cap

Part B – for Provider to complete

The Provider will complete Part B and email the form back to the client

B1. Specific Services to be provided
Covered in Section A7

B2. Sub Category and Tier to be Provided		
Selection	**Sub-category of Services**	**Tier (1/2/3)**
	Accounting	
	Assurance	
	Audit	
	Finance and economics	
	Procurement and logistics	
	Taxation	
X	Business change	1
	Human resource	
	Marketing and public relations	
	Operations management and risk	
	Policy, research and development	

B3. Can you confirm that the Nominated Personnel (if any) is available to provide the Services?
Yes

B4. Can you confirm that the timeframe is acceptable?

Yes, based on the following assumptions:

- Nominated DIA and agency personnel are available to provide subject matter expertise and participate in co-design activities including stakeholder interviews and workshops
- DIA and agencies will provide access to relevant documentation and reference material as requested, noting that some information may need to be restricted access for sensitivity.
- DIA and agency leadership representatives are available to provide direction and guidance through participation in regular governance checkpoints
- Nominated DIA and agency personnel are available to review and provide feedback on project deliverables
- DIA will provide internal resources to assist in the coordination effort required for the engagement such as scheduling stakeholder interviews and workshops

B5. Estimated Start and End Date

Start	21/07/2025	End	17/10/2025

B6. Estimate / Quote (excluding GST, if any)

Fees	This engagement will be carried out on a pro bono basis, to demonstrate our commitment to supporting the New Zealand Government and its digital future state. We are estimating an investment from PwC of 9(2)(b)(ii) to complete this work, considering the engagement scope, timelines and resources required.
Administration Fee (Tier 1 and 2 only)	N/A
Total Charges	N/A
Identify whether the Total Charges is an Estimate / Quote and the method that the Charges have been calculated	N/A

Additional information / assumptions:

The Services have been prepared for the purposes noted above, and for none other. If you use them for any other purpose, you do so at your own risk.

During the course of this assignment, we may come to hold information that was provided to us in confidence, and in respect of which we therefore owe a duty of confidentiality. In commissioning us to perform the Services, you are acknowledging this, and will respect this duty of confidentiality.

We are providing the Services to DIA and therefore they should not be relied upon by any of your employees or advisors in any personal capacity.

Unless specifically provided for in the Consultancy Services Order:

a) The Services do not involve an audit or examination conducted in accordance with New Zealand auditing standards, and we will not express an opinion on any financial statements or information taken as a whole, nor provide any opinion on the achievability of prospective financial information, and

b) The Services are not designed to reveal fraud or misrepresentation, and we will not be seeking to do so.

Draft versions of reports and other outputs will be provided for your information, comment and engagement during the assignment, but will always be subject to amendment and updating. If you rely on drafts or incomplete deliverables, you do so at your own risk.

We note that our ability to deliver the services outlined may be subject to the impact of Covid-19 (which can affect scope, resources, timetable and fees). If Covid-19 is likely to materially affect our services to you, we will let you know. For clarity, the parties agree that the definition of Force Majeure Event will include events arising out of the Covid-19 pandemic, including (but not limited to) government or regulatory measures introduced.

Privacy

Each party to the Consultancy Services Order will comply with the data protection legislation, including the Privacy Act 2020 and related Codes and regulations and subsequent legislation, applicable to itself, in relation to any personal information shared in connection with the Services.

The Participating Agency will not provide the Provider with personal information unless the personal information is required for the performance of the Services. In respect of any personal information disclosed to the Provider, the Participating Agency confirms they have the necessary authority for the Provider to use it in accordance with the Services, and that data subjects have been given necessary information regarding its use.

The Provider may process personal information for the purposes of any of:

- performing the Services;

- security, quality and risk management activities;

- complying with any requirement of law, regulation or a professional body of which it is a member;

- administering, and managing its business and services;

Additional information about how the Provider uses personal information is set out in the Provider's Privacy Policy, available on www.pwc.co.nz/privacy.

Each party may transfer personal information shared with it to any of its affiliates or contractors or subcontractors or suppliers in relation to any set of the purposes set out above. Some of these recipients may be located outside the country or territory where the personal information originated, or the data subjects are located. Each party may disclose the personal information only where it has a lawful basis to do so and appropriate contractual or comparable safeguards required by applicable data protection legislation are in place to protect the personal information being disclosed.

Some of the information provided will be of a commercial-in-confidence nature, and the privacy of individual agencies, commercial partners and third parties must be respected through this work.

Job Level	Indicative Characteristics
Level 5	• 15+ years of extensive professional experience in their specialised field in a consultancy role. • An industry leader and key influencer who is respected for their professional proficiency and knowledge. • Recognised as a trusted adviser to ministers and/or senior executive teams. • Acts as the senior responsible person on major client engagements. Able to be accountable for leading complex projects/programs. • Responsible for leading a high performing team of professionals, including the coaching and mentoring of colleagues at Levels 1–4.
Level 4	• 10+ years of substantial professional experience in their specialised field in a consultancy role. • Strong theoretical base in subject area, with ability to apply best practice principles to the subject matter context. • Senior team leader with the ability to deputise for the senior responsible person and coach and mentor more junior staff. • Ability to coordinate contributions of other specialists to complete a joint project. • Can engage with clients at strategic/management level if required.
Level 3	• 3-10 years of notable professional experience in their specialised field in a consultancy role. • A trusted performer on a wide range of client-facing consultancy projects in both the private and public sectors. • Thorough knowledge of functional area, combining a broad grasp of relevant best practice principles. • Ability to participate in multi-disciplinary teams and to work independently (with limited supervision). • Performs professional level analysis requiring technical skills and independent initiative within a well-defined program of work. • Contacts with clients predominantly at a working level.

Level 2	• 1-3 years of demonstrable professional experience in their specialised field in a consultancy role. • Previous experience on a range of client-facing consultancy projects, preferably in both the private and public sectors. • Has a theoretical base in subject area, possibly supplemented through recent study, with the ability to translate theory into practice • Performs a variety of analytical tasks requiring independent initiative and knowledge. • Interacts with clients predominantly at the working level.
Level 1	• 0+ years of relevant professional experience in a professional environment. • Evidence of prior contributions to consultancy engagements. • Performs a range of administrative tasks to support the wider team. • Work is performed under the guidance of colleagues at Levels 3-5.

B7. Conflict of Interest declaration and Additional Information

I, 9(2)(a) privacy have made diligent inquiry whether PwC has any actual, potential or perceived Conflict of Interest were it to provide the Services described in this Consultancy Services Order and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:

The Participating Agency confirms that the scope of this work does not prevent PwC from providing future services a) related to inflight market engagements such as, but not limited to, Digital Credentials Issuance and Trust Register Services, Notifications and Secure Messaging Service, and Civil Registry Market Engagement, to the Participating Agency, for which the PwC has responded to the relevant RFIs; and b) arising from the strategy and roadmap developed as part of this work.

The strategy and roadmap will be in the Participating Agency's branding and owned and signed off by the Participating Agency.

In addition, the information in said documents may be released to all potential providers in relevant future tender processes.

B8. Additional information

None

B9. Signatures

Name of Provider's authorised signatory	9(2)(a) privacy
Signature of authorised signatory	9(2)(a) privacy

The client accepts and authorises this Consultancy Services Order	**[Yes/No]**

Name of client's authorised signatory	PAUL JAMES
Signature of authorised signatory	Paul James
Date of acceptance	6/8/25
Client's job reference or purchase order number	**[if required]**

Please send this link below to your agency contacts to complete after each engagement. For long engagements, we recommend sending this at key milestones to seek feedback throughout the engagement.

Consultancy (https://www.research.net/r/ClientSatisfactionSurvey-AoGcontracts-CSO)

GCDO Assurance (https://www.research.net/r/GCDOAssuranceServices-CSO)

AoG Consultancy Services Order (CSO)

Part A – for Participating Agency (client) to complete
The Participating Agency (referred to as the client in Parts A – E of this Consultancy Services Order) will complete this and email the entire form (including all Parts) to the Provider.

Today's Date		**CSO or Project name**	**The Interim Services Target State**
Agency	Department of Internal Affairs.	**Provider**	**Deloitte**
Agency contact name & title	Myles Ward Deputy Secretary Digital Services	**Provider contact name & title**	Adithi Pandit Partner
Nominated Personnel		**Nominated Personnel**	9(2)(a) privacy
Agency email address	myles.ward@dia.govt.nz	**Provider email address**	
Agency phone #	9(2)(a) privacy	**Provider phone #**	
Sub Category			
GCDO Assurance Sub Panel	*no*		
Protective Security Services Sub Panel	*no*		

A1. Purpose and any background information

The Department of Internal Affairs Digital Services branch has approached Deloitte to produce an Interim Services Target Future State (3 year) for government digital services that aligns with the vision for digital government expressed in the Strategy for a Digital Public Service.

The GCDO's end goal is a digitally enabled public sector that can operate more efficiently and effectively by leveraging common platforms, shared capabilities, and integrated infrastructure to deliver consistent, high-quality, joined-up digital services to customers.

This work will support a cohesive, system-wide direction of travel, grounded in practical pathways as defined in a roadmap.

There is substantial previous work, some of it world-leading at the time, carried out within All-of-Government work programmes that should be included for consideration within this assignment. This includes research about the customer experience of government digital services, the problem space for customers of government services, a digital services inventory, mapping of government services to customer-oriented life events, sequencing of life event services implementation, business analysis and modelling, customer benefit analysis, reference architecture for life event services, where New Zealand's system delivery model for digital services sits relative to leading digital nations, and other implementation considerations (including challenges with the operating model of government in delivering sustainable change in government digital service delivery). This will be provided by the DIA team to Deloitte.

A key principle of the target state work is that it must enable the public service to design and deliver services, processes and system architecture that maximise operational efficiencies across government.

The output digital services interim target state is to be prepared by mid-October to allow for engagement and refinement prior to a Cabinet paper being prepared.

A2. Specific questions / instructions for Provider

The Interim Services Target State will demonstrate how public service digital enablers translate into joined-up, proactive, and accessible services to New Zealand and enable the development of journey roadmaps for services to be digitalised and delivered, including through a new NZ Government app.

- The Interim Services Target State will provide a forward view of digitalised and joined up services enabling agencies to operate in a more integrated and outcome-focused way, supported by common capabilities and simplified service delivery models.
- Customers should be able to receive personalised services designed around their needs rather than according to the structure of government.
- The work for this assignment will not be starting from a "blank sheet" and will involve working with existing DIA reference material and nominated DIA personnel for subject matter expertise.
- The Interim Services Target State – viewed through the lens of customer experience, system performance and agency effectiveness – will define the life journeys, agency roles, and system outcomes to deliver seamless, life event focussed, and digitally enabled services and outcomes for New Zealanders whilst automating routine tasks to free up capacity for complex activity. This will also identify the Services that could be offered through an all of government digital app or portal.
- Expected value must be identified, with benefits clearly described for agencies, system, citizens, and business, and supporting easier engagement for the private sector.

A3. Additional Information e.g. risks to client, additional contact information

Information and Data Handling

Information and data will be supplied to the provider to assist with the delivery of the outputs. This information and data should be treated as IN CONFIDENCE and should be used for the sole purpose of producing the deliverables for this engagement. It should not be shared beyond those directly involved in production of the outputs of this engagement.

A4. Client specific requirements

Engagement with agencies will be carried out via the GCDO as required

This work should consider the interests and aspirations of iwi, hapū and Māori communities as currently reflected in the research and work developed by GCDO/DIA. Any engagement with Māori will be coordinated via the GCDO as required.

A5. Timeframes

By mid-October 2025

A6. Indicative budget

This work is to be completed at cost to Deloitte

A7. Outputs of the Services

- **Interim Target State:**
  - Articulate the Vision, Objectives and Design Principles for the Services Target State
  - Develop the services interim (3-year) Target State
  - Identify Cluster options for Services across Agencies.
  - Identify the Services and life events to be digitalised – including options to do this via the all-of-government app.

- **Strategic Roadmap**
  - Outline executable initiatives in a 3-year roadmap highlighting possible cost efficiencies to be gained and value / benefit drops

A8. Tables

A9. Provider liability cap

n/a

Part B – for Provider to complete

B1. Specific Services to be provided

Deloitte will provide you with the following services/activities and deliverables

- A global best practice view of the target future state for government digital services – including the principles that can be applied, the likely archetypes and models, and 'what needs to be true' to deliver on this from a customer, services, governance, investment and outcomes perspective.
- Working sessions with the DIA/GCDO team and relevant agency stakeholders to refine the view for New Zealand, understanding the opportunities and constraints in our environment for a 3 year target state.
- Identify the drivers of benefits and citizen outcomes (across customer groups) and align the interim target state to deliver continuous value – understanding the relative costs and benefits of particular changes at a high level based on available data. Align also to an agency and system perspective.
- Guide the structured analysis and synthesis of existing information on the NZ government services landscape to support the development of a clear roadmap – including early wins, strategic foundations and the 'big shifts' that this target state prepares for.
- Appropriate governance meetings to align on direction, refine the approach and provide supporting advice around communication and presentation of the interim target state.
- Weekly status reports, which should include a Gantt chart.

The following matters are excluded from the scope of our Services:

- Development of the Interim Target State for Digital Infrastructure, Applications and Technology Enablement
- Change management and stakeholder engagement across the public sector
- Direct data collection (beyond what is already available through DIA/GCDO teams) to support the services design work
- Detailed benefits and costs modelling to support the roadmap or target state – sizing will be 't-shirt sizing' / estimated scale only

Other matters

DIA has indicated it will work with other suppliers to bring together a comprehensive view of the Interim Target State – while we will work collaboratively through this process, responsibility for the integration and alignment of inputs will be with the DIA/GCDO team. We will agree a set of touchpoints between the Digital Target State work and the Digital Services Target State work to support this.

The outputs of this work will contribute to, and support, DIA-led advice for the Government Chief Digital Officer, other key stakeholders and decision makers.

Existing work done by the DIA and GCDO will be provided to Deloitte at the commencement of the project, to enable accelerated synthesis of this, and incorporation in this work.

Core Team Profiles

The Deloitte team will include Adithi Pandit, 9(2)(a) and Luke Collier. All have extensive experience in digital transformation in the public sector.

Adithi Pandit - Adithi leads the Deloitte New Zealand public sector practice, the strategy practice and the Future of Government team for Deloitte Asia Pacific. Adithi has led large scale programmes for Government in operating model change, transformation of social services and human centred design. Her work has included leading large scale organisation change with her clients, including redesign of social housing services, welfare payment services, accident compensation services and child care and protection services – through the stages of the design, prototype and implementation.

Luke Collier is a Partner in the Deloitte Technology and Transformation business unit. He has worked on many of New Zealand's largest transformation programmes including those at Inland Revenue, Health New Zealand, Housing New Zealand and Ministry for Primary Industries. Whilst being primarily strategy and advisory focused, he has spent many years in implementation and delivery roles. He is passionate about improving service delivery within the public sector through digital change.

9(2)(a) is a Director in the Deloitte strategy team. She helps public and private sector organisations with strategy and change from an innovation lens. 9(2)(a) privacy
9(2)(a) privacy

B2. Sub Category and Tier to be Provided		
Selection	**Sub-category of Services**	**Tier (1/2/3)**
	Accounting	
	Assurance	
	Audit	
	Finance and economics	
	Procurement and logistics	
	Taxation	
X	Business change	1
	Human resource	
	Marketing and public relations	
	Operations management and risk	
	Policy, research and development	

B3. Can you confirm that the Nominated Personnel (if any) is available to provide the Services?			
Yes			
B4. Can you confirm that the timeframe is acceptable?			
Yes			
B5. Estimated Start and End Date			
Start	28 July 2025	End	30 September 2025

B6. Estimate / Quote (excluding GST, if any)

Fees	
Administration Fee (Tier 1 and 2 only)	
(Optional) The above Fees are apportioned as follows:	
Job Level 1	$-
Job Level 2	$
Job Level 3	$-
Job Level 4	$-
Job Level 5	
Fixed Fee (Job Level 1)	$-
Fixed Fee (Job Level 2)	$-
Fixed Fee (Job Level 3)	$-
Fixed Fee (Job Level 4)	$-
Fixed Fee (Job Level 5)	$-
Monthly Retainer	$-
Subcontracting	$-
Expenses	$-
Total Charges	This work is being performed at cost to Deloitte
Identify whether the Total Charges is an Estimate / Quote and the method that the Charges have been calculated	

Additional information / assumptions:

We have prepared this proposal based on providing up to the following resources to achieve the required outcomes, at cost to Deloitte, and therefore with no charges to DIA/GCDO.

Adithi Pandit / Luke Collier (Partners): up to 50 hours

9(2)(a) (Director): up to 80 hours

Support from an Analyst: up to 100 hours

Within these hours, we will provide support and develop the interim target state for services, and the high level roadmap against this.

Disbursements will not be charged for the services in scope, unless by prior agreement with DIA/GCDO. The majority of work will be completed using virtual working to minimise travel costs.

Job Level	Indicative Characteristics
Level 5	• 15+ years of extensive professional experience in their specialised field in a consultancy role. • An industry leader and key influencer who is respected for their professional proficiency and knowledge. • Recognized as a trusted adviser to ministers and/or senior executive teams. • Acts as the senior responsible person on major client engagements. Able to be accountable for leading complex projects/programs. • Responsible for leading a high performing team of professionals, including the coaching and mentoring of colleagues at Levels 1–4.
Level 4	• 10+ years of substantial professional experience in their specialised field in a consultancy role. • Strong theoretical base in subject area, with ability to apply best practice principles to the subject matter context. • Senior team leader with the ability to deputise for the senior responsible person and coach and mentor more junior staff. • Ability to coordinate contributions of other specialists to complete a joint project. • Can engage with clients at strategic/management level if required.
Level 3	• 3-10 years of notable professional experience in their specialised field in a consultancy role. • A trusted performer on a wide range of client-facing consultancy projects in both the private and public sectors. • Thorough knowledge of functional area, combining a broad grasp of relevant best practice principles. • Ability to participate in multi-disciplinary teams and to work independently (with limited supervision). • Performs professional level analysis requiring technical skills and independent initiative within a well-defined program of work. • Contacts with clients predominantly at a working level.
Level 2	• 1-3 years of demonstrable professional experience in their specialised field in a consultancy role. • Previous experience on a range of client-facing consultancy projects, preferably in both the private and public sectors. • Has a theoretical base in subject area, possibly supplemented through recent study, with the ability to translate theory into practice • Performs a variety of analytical tasks requiring independent initiative and knowledge. • Interacts with clients predominantly at the working level.
Level 1	• 0+ years of relevant professional experience in a professional environment. • Evidence of prior contributions to consultancy engagements. • Performs a range of administrative tasks to support the wider team. • Work is performed under the guidance of colleagues at Levels 3-5.

B7. Conflict of Interest declaration and Additional Information
I, Adithi Pandit, have made diligent inquiry whether Deloitte has any actual, potential or perceived Conflict of Interest were it to provide the Services described in this Consultancy Services Order and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:
N/A

B8. Additional information

B9. Signatures	
Name of Provider's authorised signatory	**Adithi Pandit, Partner**
Signature of authorised signatory	

The client accepts and authorises this Consultancy Services Order	**[Yes/No]**
Name of client's authorised signatory	
Signature of authorised signatory	
Date of acceptance	
Client's job reference or purchase order number	**[if required]**

Part C – Variations to Part A

LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER

The client will complete Part C if they wish to change any details in Part A

C1. Revised scope and/or timeframe

For the avoidance of doubt, Deloitte has not participated, and will not participate, in work pertaining to the follow activities surrounding the design, development and implementation of an interim target state for digital government:

- Cabinet papers and other advice for Ministers
- Procurement
- Implementation costs
- Delivery model (such as advice on the use of external capacity and capability)
- Selection of solutions.

These activities are therefore explicitly out of scope for this engagement.

Part D – Variations to Part B

LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER

The Provider will complete this only if and when it receives a Variation per Part C above from the client

D1. Revised Estimate (excluding GST, if any)

Revised Fees	$[Add in total Fees]
Administration Fee (Tier 1 and 2 only)	$[1% of Fees for Services for which the Provider is Tier 1 or Tier 2]
(Optional) The above Fees are apportioned as follows:	
Job Level 1	$
Job Level 2	$
Job Level 3	$
Job Level 4	$
Job Level 5	$
Fixed Fee (Job Level 1)	$
Fixed Fee (Job Level 2)	$
Fixed Fee (Job Level 3)	$
Fixed Fee (Job Level 4)	$
Fixed Fee (Job Level 5)	$
Monthly Retainer	$
Subcontracting	$
Revised Expenses	$
Total Charges	$
Identify whether the Total Charges is an Estimate / Quote and the method that the Charges have been calculated	

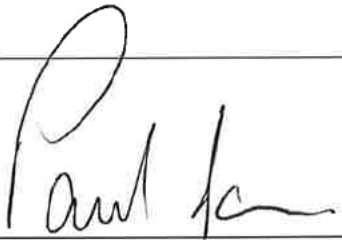
Additional information / assumptions:

Part E – Acceptance

LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER

The Provider and client to complete on acceptance of this Consultancy Services Order

E1. Signatures	
Name of Provider's authorised signatory	Luke Collier
Signature of authorised signatory	

The client accepts and authorises this Consultancy Services Order	[Yes/No]
Name of client's authorised signatory	
Signature of authorised signatory	
Date of acceptance	25/9/25
Client's job reference or purchase order number	**[if required]**

Please send this link below to your agency contacts to complete after each engagement. For long engagements, we recommend sending this at key milestones to seek feedback throughout the engagement.

Consultancy (https://www.research.net/r/ClientSatisfactionSurvey-AoGcontracts-CSO)

GCDO Assurance (https://www.research.net/r/GCDOAssuranceServices-CSO)

Part F – Terms

THE PROVIDER AND PARTICIPATING AGENCIES ARE NOT PERMITTED TO AMEND THIS PART F.

*This Part F contains an extract of selected terms and conditions from the Services Agreement (the **Agreement**). Clause, schedule and paragraph references have been updated to refer to clauses, schedules and paragraphs in this Part F where applicable. For the full terms and conditions that govern the Services, please refer to the Agreement.*

1. Appointment

1.1 Appointment

(a) The Participating Agency appoints the Provider to provide Services to the Participating Agency as detailed in this Consultancy Services Order and the Provider accepts that appointment, in accordance with the terms of this Consultancy Services Order.

(b) Certain obligations of the Provider in this Consultancy Services Order do not apply to sub-categories of Services for which the Provider has been appointed as a Tier 3 Provider as follows:

(i) the Participating Agency may nominate specific Personnel to be the primary providers or to supervise the delivery of the Services but clauses 6.2(b) to 6.2(e) do not apply to any nominated Personnel;

(ii) the relevant Services are not required to meet or exceed the Service Levels specified in Schedule 3 (Performance Measurement) and clause 2.5(a), Schedule 3 (Performance Measurement) do not apply;

(iii) the Provider is not required to pay an Administration Fee and clause 8.3(a)(v) does not apply;

(iv) the Provider is not required to conduct the Agency Satisfaction Survey for the relevant Services and clause 5.1(h) does not apply;

(v) the Provider and Participating Agency are not obligated to escalate a dispute to the CoE's All-of-Government Procurement Manager, Centre of Expertise for Consultancy, in accordance with clause 13.2(c)(ii); and

(vi) as otherwise stated in this Consultancy Services Order.

2. Services

2.1 Services

(a) The Provider will provide Services to the Participating Agency in accordance with the terms of this Consultancy Services Order.

(b) The Provider will use all reasonable endeavours to ensure that, on the date the Documentation is provided under this Consultancy Services Order, such Documentation is in a readable and readily useable format.

2.2 Agents may procure Services

The Participating Agency may, by notice to the Provider and the CoE, appoint one or more third parties to procure Services under this Consultancy Services Order on the Participating Agency's behalf and/or

receive invoices, as if that agent was a Participating Agency, provided that any such procurement is for the sole benefit of the Participating Agency.

2.3 **Timely performance**

The Provider will ensure that the Services to be performed under this Consultancy Services Order are provided on or before the date specified for performance (if any) in this Consultancy Services Order and, if no time is specified, within a reasonable time after the issue of the Consultancy Services Order.

2.4 **Delay**

(a) If the Provider considers that it is (or is likely to be) prevented or delayed from achieving a date or time for performance (**Milestone**) specified in this Consultancy Services Order (**Delay**), it will:

(i) immediately provide notice verbally or in writing to the Participating Agency, setting out:

(A) the cause of the Delay and its expected duration;

(B) the effect of the Delay on its ability to perform its obligations under this Consultancy Services Order (including any future Milestones);

(C) what extension, if any, to the relevant Milestone is being sought; and

(D) what steps, if any, the Participating Agency may take to mitigate the effect of the Delay; and

(ii) take all reasonable steps necessary (including by the allocation of additional resources) to eliminate or avoid the Delay and, in all cases, mitigate its effects.

(b) If the Provider and Participating Agency agree that the Delay is acceptable or wish to amend the Milestone:

(i) the Provider will complete and submit Part C of this Consultancy Services Order to the Participating Agency; and

(ii) upon receipt of the completed Part C of this Consultancy Services Order, the Participating Agency must promptly advise the Provider in writing if the completed Part C is acceptable.

(c) If the Provider does not achieve the Milestone (as amended from time to time) and the Participating Agency's acts or omissions, or those of its Personnel or third parties acting on its behalf, have not caused the Provider to fail to achieve the Milestone, the Participating Agency may, without prejudice to any other right or remedy, suspend payment of any Charges relating to this Consultancy Services Order until the Provider remedies the relevant failure.

2.5 **Service standards**

(a) The Provider must provide the Services in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider to a standard that reaches or exceeds the Service Levels specified in Schedule 3 (Performance Measurement).

(b) In addition, the Provider must:

(i) provide the Services diligently, efficiently, effectively and in accordance with Industry Best Practice;

(ii) ensure that the Services to be performed under this Consultancy Services Order are provided on or before the date specified for performance (if any) in this Consultancy Services Order and, if no time is specified, within a

reasonable time after the issue of this Consultancy Services Order;

(iii) ensure that all Documentation, information and advice (including Documentation, information and advice provided prior to the issue of this Consultancy Services Order) provided to the Participating Agency or published on the Provider Database is Fit for Purpose so that, without limitation, it contains sufficient content and detail to enable the Participating Agency to make use of it for the purpose for which it was requested;

(iv) act in the best interests of the Participating Agency in the provision of Services to the Participating Agency; and

(v) provide Services to the reasonable satisfaction of the Participating Agency (as reported to the CoE).

3. Estimates and Quotes

3.1 Estimates and Quotes

(a) The Provider must provide an Estimate or Quote for all Services to be provided under this Consultancy Services Order, unless the total Fees in respect of the Services under this Consultancy Services Order are likely to be less than $10,000 (exclusive of GST) or such other amount as determined by the CoE and notified to the Provider.

(b) Despite clause 3.1(a), if, during the course of providing the Services, the Provider becomes aware that the total Fees (excluding GST) are likely to exceed the amount referred to in clause 3.1(a), the Provider must provide an Estimate in accordance with clauses 3.1(c) to (e).

(c) All Estimates and Quotes will be provided at no cost to the Participating Agency.

(d) All Estimates and Quotes must specify the estimated timeframe to perform the Services requested in this Consultancy Services Order and the Rates of Personnel providing the Services and include any Expenses likely to be incurred in providing the Services.

(e) All Quotes and Estimates must be provided to the Participating Agency in writing and must be included in this Consultancy Services Order.

(f) To avoid doubt and without limiting clause 4.5(c) of the Services Agreement, if any Quote or Estimate is not acceptable to the Participating Agency, the Participating Agency and Provider may seek to negotiate a more favourable Quote or Estimate, including a decrease in the Rates on which the Quote or Estimate was based.

3.2 If Charges exceed the Estimate

(a) If during the course of providing the Services under this Consultancy Services Order, the Provider becomes aware that the total Charges (excluding GST) are likely to exceed the Estimate, the Provider must give written notice to the Participating Agency using Part D of this Consultancy Services Order as soon as the Provider becomes so aware, but no later than the time the costs accrued or incurred reach 80% of the Estimate.

(b) The notice under clause 3.2(a) must specify a revised Estimate for the Services and include the reason the total Charges will exceed the original Estimate.

(c) The Participating Agency has sole discretion whether to approve a revised Estimate and must act reasonably when deciding whether to approve a revised Estimate.

(d) When a revised Estimate is approved, the Participating Agency must provide written notice of the same to the Provider.

(e) If a Provider has provided an Estimate to the Participating Agency for Services, the Participating Agency is not liable to pay the Provider any amount exceeding the Estimate unless the Participating Agency has approved a revised Estimate.

3.3 **If Charges exceed the Quote**

(a) The Provider acknowledges that neither the CoE nor the Participating Agency are obliged to pay any Charges to the Provider in relation to Services performed under this Consultancy Services Order if those Charges exceed any Quote provided in relation to this Consultancy Services Order, unless the Participating Agency has given its prior written consent in accordance with clause 3.3(b).

(b) If the Participating Agency agrees to allow the Provider to increase the Charges:

(i) the Provider will complete and submit Part D of this Consultancy Services Order to the Participating Agency; and

(ii) upon receipt of the completed Part D of this Consultancy Services Order, the Participating Agency must promptly advise the Provider (in writing) if the completed Part D is acceptable.

4. Conflicts of interest

4.1 **Conflicts of interest**

(a) The Provider must, upon receipt of this Consultancy Services Order, make diligent inquiry whether it has any actual, potential or perceived Conflicts of Interest if it were to provide the Services specified in this Consultancy Services Order and, if no such Conflict of Interest exists, the Provider must provide confirmation to that effect to the Participating Agency.

(b) If the Provider has an actual, potential or perceived Conflict of Interest, the Provider must immediately notify the Participating Agency and must not begin performing the Services without the prior written approval of the Participating Agency.

(c) The Provider must take all reasonable steps to ensure that:

(i) a situation does not arise that might result in an actual, potential or perceived Conflict of Interest; and

(ii) any Personnel or Subcontractors of the Provider do not engage in any activity or obtain interests that might result in the Provider or such Personnel or Subcontractors having an actual, potential or perceived Conflict of Interest,

that cannot be managed to the satisfaction of the Participating Agency.

(d) If, after commencing Services under this Consultancy Services Order, the Provider becomes aware of any matter, circumstance, interest or activity that may give rise to any actual, potential or perceived Conflict of Interest, the Provider must immediately notify the Participating Agency of all relevant details and must immediately cease work on the Services until such time as the Participating Agency provides written notice confirming the Provider may continue to perform the Services or terminates the engagement of the Provider in respect to the Services to be performed under this Consultancy Services Order in accordance with clause 4.1(e).

(e) If the Participating Agency considers that the Provider has

an actual Conflict of Interest of sufficient gravity that the Provider can no longer perform Services for it, the Participating Agency may, by written notice to the Provider, terminate this Consultancy Services Order with immediate effect on the date of termination specified in that notice.

(f) Any approval or notice given by the Participating Agency pursuant to clause 4.1(b) or 4.1(d) may require the Provider to take steps reasonably required by the Participating Agency to manage the Conflict of Interest, and the Provider must provide written notice confirming its acceptance of those steps before it may commence or continue to provide the Services under this Consultancy Services Order.

5. Responsibilities

5.1 Provider responsibilities

In addition to its other obligations under this Consultancy Services Order, the Provider will:

(a) respond promptly, accurately and adequately to any requests for information made by the Participating Agency in relation to the Services, including requests for advice;

(b) in performing Services for the Participating Agency under this Consultancy Services Order comply with all privacy and other policies and guidelines issued by the Participating Agency and notified or made available to the Provider;

(c) obtain, maintain and comply with any governmental, regulatory or other approvals, permissions, consents, licences, and requirements necessary to provide the Services and perform its obligations under this Consultancy Services Order;

(d) comply with all Laws at all times during the Term in so far as they relate to the provision of the Services, including the Privacy Act 1993 and all applicable consumer laws;

(e) ensure that it and its Personnel providing the Services do not access the Participating Agency's information or systems except to the extent necessary to provide the Services and for no other purpose;

(f) as soon as is practicable, notify the Participating Agency of any problems or issues that arise in relation to the performance of its obligations under this Consultancy Services Order, including any problems or issues that will, or are likely to, affect the provision or quality of the Services or the ability of the Provider to perform its obligations under this Consultancy Services Order;

(g) without limiting any other provision of this Consultancy Services Order, use all reasonable endeavours to avoid damaging or adversely affecting any Participating Agency's reputation;

(h) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, conduct the Agency Satisfaction Survey by asking the Participating Agency the questions recorded in Annexure A of Schedule 5 (Governance) to the Services Agreement within 5 Business Days of the Services in this Consultancy Services Order being completed.

5.2 Participating Agencies' responsibilities

The Participating Agency has the following responsibilities in relation to the Services:

(a) to manage its operational relationship with the Provider, including in relation to the fulfilment of this Consultancy Services Order;

(b) to notify the Provider of all relevant policies, guidelines and procedures of the Participating Agency that the Provider must comply with when performing the

Services under this Consultancy Services Order;

(c) to provide adequate instructions and information to the Provider to allow it to perform the Services under this Consultancy Services Order;

(d) to make timely decisions where approvals or consents are reasonably sought by the Provider in performing the Services under this Consultancy Services Order;

(e) to pay the Charges; and

(f) to use its best efforts to resolve any dispute directly with the Provider before involving the CoE in accordance with clause 13.

6. Resourcing

6.1 General requirements

The Provider will provide and maintain sufficient resources (including human resources, equipment, telecommunications connectivity, premises and other facilities) to enable it to perform its obligations on time and otherwise in accordance with this Consultancy Services Order.

6.2 Provider's Nominated Personnel

(a) The Participating Agency may, in this Consultancy Services Order, nominate specific Personnel (**Nominated Personnel**) to be the primary providers or to supervise the delivery of the Services.

(b) If any Nominated Personnel nominated in this Consultancy Services Order are not available to provide or supervise the Services requested, the Provider must immediately notify the Participating Agency and provide details of other Personnel (if any) with the necessary skills and experience to provide or supervise the Services requested pursuant to this Consultancy Services Order.

(c) Notice given under clause 6.2(b) must specify the period for which the Nominated Personnel will continue to be unavailable.

(d) Upon receipt of notice under clause 6.2(b), the Participating Agency must notify the Provider whether the replacement Personnel are acceptable.

(e) The Participating Agency is under no obligation to accept any replacement Personnel and, if it does not approve the replacement Personnel, the Provider may not commence or continue providing the Services.

6.3 Personnel

(a) The Provider will ensure that all of its Personnel who are engaged in the performance of the Provider's obligations under this Consultancy Services Order:

(i) have the requisite skills, expertise, qualifications and experience;

(ii) have, before performing any such obligations, obtained all security clearances and passed all probity checks required by, or necessary to provide the Services to, the Participating Agency;

(iii) comply with all health, safety, security and other policies, codes of conduct, procedures and reasonable directions as may be reasonably required by the Participating Agency from time to time; and

(iv) will carry out their respective duties with due care, skill and diligence.

(b) The Participating Agency will notify the Provider of any security clearances and probity checks required by, or necessary to provide the Services to, the Participating Agency.

6.4 Subcontracting

(a) The Provider will not subcontract the performance of all or part of the Services or any of its other obligations under this Consultancy Services Order, except with the prior written

consent of the Participating Agency.

(b) The Provider is solely responsible for the selection of each Subcontractor and must ensure that each Subcontractor is creditworthy, qualified and has the relevant experience to perform the work it is required to carry out for the Provider.

(c) To the extent permitted by Law, the Provider is and remains fully responsible for any act or omission of any Subcontractor.

(d) The Provider must ensure that each Subcontract contains obligations on the Subcontractor that are consistent with the relevant terms of this Consultancy Services Order, including in relation to clauses 5.1 (Provider responsibilities), 6.3(a) (Personnel), 10 (Confidentiality), 11 (Intellectual Property) and 14 (Termination) and Schedule 3 (Performance Measurement), together with clause 15 (Audit) of the Services Agreement.

(e) If, in the Participating Agency's reasonable opinion, a Subcontractor is:

(i) materially not performing in accordance with the terms of this Consultancy Services Order, the Participating Agency may, by notice to the Provider, require the Provider to procure that the Subcontractor performs the relevant obligations within 10 Business Days, failing which the Participating Agency may, by notice to the Provider, require the Provider to remove that Subcontractor; or

(ii) a material threat to the health, safety or security of the Personnel or property of the Participating Agency, or has breached security or confidentiality requirements of this Consultancy Services Order, the Participating Agency may, by notice to the Provider, require the Provider to remove that Subcontractor,

and the Provider will ensure the immediate removal of that Subcontractor.

7. Changes

7.1 Change procedure

The Participating Agency may agree any variations to this Consultancy Services Order with the Provider using Part C of the Consultancy Services Order.

8. Price and payment

8.1 Calculation of Charges

The Charges will be calculated in accordance with the terms of Schedule 2 (Pricing).

8.2 Participating Agency to pay for Services

(a) The Participating Agency will pay the Provider the Charges applicable to any Services procured by the Participating Agency on the terms of this clause 8.

(b) The Charges and Administration Fee comprise the total amount payable by the Participating Agency for the Services.

8.3 Invoicing and payment

Except as otherwise provided in Schedule 2 (Pricing) or as agreed with the Participating Agency in this Consultancy Services Order, the Provider will invoice the Participating Agency (or, if the Participating Agency has instructed the Provider in writing, the third party agent) for the Charges and the Participating Agency will pay those Charges, in accordance with the following terms:

(a) the Provider will render one itemised invoice to the Participating Agency at the end of each month during the Term for all Services performed during that month specifying (as applicable):

(i) the nature and amount of the Fees or other applicable fees and fee structures;

(ii) the Personnel and their applicable Rate;

(iii) the hours billed (by Personnel and in the aggregate);

(iv) the nature and amount of any Expenses (including any third party charges to be passed on to the Participating Agency);

(v) if applicable, the amount representing the Administration Fee;

(vi) how much of the Estimate or Quote has been used;

(vii) a brief description of the Services provided during that month; and

(viii) any other matters the Participating Agency may reasonably request;

(b) each correctly rendered invoice will be payable on or before the 20th day of the month following the month in which the invoice was received;

(c) the Participating Agency will have no obligation to pay any Charges which are invoiced more than 90 days after the date that such amount was required to be invoiced pursuant to this clause 8.3; and

(d) the Provider may only invoice the Participating Agency for any Expenses at the cost actually incurred by the Provider.

8.4 **Invoice disputes**

If the Participating Agency or the Provider disputes an invoice:

(a) it may withhold the disputed sum and, if applicable, associated Administration Fee until the dispute is resolved;

(b) the dispute will be resolved in accordance with clause 13; and

(c) it will pay the undisputed portion in accordance with clause 8.3.

The Provider will not be excused from performing its obligations under this Consultancy Services Order while an invoice is disputed by the Participating Agency.

8.5 **Taxes**

(a) Except for any GST payable by the Participating Agency, any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including applicable interest and penalties) payable in connection with this Consultancy Services Order under any Law is to be paid by the Provider and not passed on to the Participating Agency unless otherwise expressly agreed in writing by the Participating Agency.

(b) The Participating Agency may deduct from any payment to be made to the Provider any withholding taxes or other deductions that it is required by Law to make.

8.6 **Administration Fee**

In relation to the sub-categories for which the Provider has been appointed as a Tier 1 or Tier 2 Provider, the Provider will ensure that each invoice issued to the Participating Agency for the Charges includes, in addition to the Charges, a separate amount equal to 1% of the Fees (excluding GST) (the **Administration Fee**).

8.7 **Suspension of payment**

(a) Without prejudice to any other right or remedy that may be available to the Participating Agency, the Participating Agency may suspend payment of all or any part of the Charges if the CoE has notified the Provider that the Provider is in Material Breach, until that Material Breach is remedied.

(b) If the Material Breach is not capable of remedy the Participating Agency and the Provider agree to treat the Charges as being in dispute and clause 14 will apply.

9. Warranties

9.1 **General warranties**

Each party represents, warrants and undertakes that:

(a) it has full power, capacity and authority to execute, deliver and perform its obligations under this Consultancy Services Order;

(b) it has, and will continue to have, all the necessary consents, permissions, licences and rights to enter into and perform its obligations under this Consultancy Services Order; and

(c) this Consultancy Services Order constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

9.2 **Provider's warranties**

The Provider represents, warrants and undertakes that:

(a) it will perform its obligations under this Consultancy Services Order with due care, skill, promptness and diligence at all times;

(b) it has, and will have throughout the Term, sufficient Personnel to supply the Services and to perform its other obligations under this Consultancy Services Order;

(c) it, and each of its Personnel engaged in the performance of the Services, has, and will have throughout the Term, the necessary expertise and all necessary governmental, regulatory or other approvals, permissions, consents, licences, qualifications, accreditations and requirements to provide the Services and perform its other obligations under this Consultancy Services Order;

(d) it will comply with the requirements of all Laws as they relate to the provision of Services by the Provider;

(e) the possession or use of any item of Intellectual Property supplied or licensed by it, or the use of any item of Intellectual Property by it to perform its obligations under this Consultancy Services Order, will not infringe the rights of any third party;

(f) all Documentation (and any other information or advice supplied by it to the Participating Agency) and any information and data reported to the CoE will be accurate, complete and (as applicable) Fit for Purpose;

(g) there are no existing agreements, undertakings or arrangements which prevent it from entering into this Consultancy Services Order, or which would impede the performance of its obligations under this Consultancy Services Order, or that it would breach by entering into this Consultancy Services Order;

(h) it is not (and nor is any of its Personnel) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under this Consultancy Services Order; and

(i) it has not offered any inducement in connection with the entering into or negotiation of this Consultancy Services Order, and will not offer any inducement in connection with the supply of Services to the Participating Agency.

9.3 **Continuous application**

The warranties, representations and undertakings set out in clause 9.2 will be deemed to be given by the Provider continuously throughout the Term.

9.4 **Notification**

Each party will promptly notify the other if at any time during the Term it breaches any of the warranties, representations and undertakings in this clause 9.

9.5 **Other warranties excluded**

All warranties (statutory, express or implied) which are not expressly referred to in this Consultancy Services Order are excluded to the fullest extent permitted by Law.

10. Confidentiality

10.1 **Protection of Confidential Information**

(a) Subject to clauses 10.1(c) and 10.2, the Provider and the Participating Agency will treat as confidential and not disclose to any third party nor use for its own benefit any Confidential Information that is the Confidential Information of the other.

(b) The Provider will:

(i) ensure that all Confidential Information of the Participating Agency (and any backup archives containing such Confidential Information) in the possession or control of the Provider from time to time is kept secure and managed and protected and only disclosed or otherwise dealt with in accordance with this Consultancy Services Order;

(ii) not use any Agency Information for its own purposes or for any purposes different from those contemplated by this Consultancy Services Order; and

(iii) advise the CoE in writing if any Confidential Information of the Participating Agency will be transferred or stored outside New Zealand before such information is transferred and will confirm that the requirements of this clause 10.1 will be met while such Confidential Information is stored outside New Zealand.

(c) Clause 10.1(a) does not prevent the disclosure of Confidential Information:

(i) if that information was known, or becomes known, to the public through no act or default of the recipient;

(ii) that the recipient is required by Law or parliamentary practice (including parliamentary questions) to disclose, or to a Select Committee or to a Minister of the Crown, so long as the recipient provides notice of the required disclosure promptly upon receipt of notice of the required disclosure (if it is permitted to do so by Law);

(iii) that was lawfully known to the recipient prior to the date it was received;

(iv) that becomes available to the recipient from a source other than a party to this Consultancy Services Order, provided that the recipient has no reason to believe such source is itself bound by an obligation of confidence to the person that disclosed that information or is otherwise prohibited under Law from disclosing such information;

(v) to any Professional Adviser for the purposes of rendering professional services to a party in relation to this Consultancy Services Order;

(vi) to the extent that such disclosure is authorised by this Consultancy Services Order; or

(vii) if such disclosure is approved for release with the consent of the party from whom the Confidential Information is first received.

10.2 **Limited disclosure**

(a) The Provider may, subject to clause 10.2(d), disclose the Confidential Information of the Participating Agency to its Subcontractors, Personnel, Related Entities and

Professional Advisers who need to know the same for the sole purpose of enabling the Provider to perform its obligations and exercise its rights under this Consultancy Services Order.

(b) The Participating Agency may, subject to clause 10.2(d), disclose the Confidential Information of the Provider to its third party suppliers, Personnel and Professional Advisers and any other Participating Agencies (including the CoE) who need to know the same in connection with the Services.

(c) The Provider will not disclose the Participating Agency's Confidential Information to any of its Subcontractors, Related Entities or Professional Advisers, and the Participating Agency will not disclose the Provider's Confidential Information to any of its third party suppliers or Professional Advisers, unless the recipient has given a written confidentiality undertaking to the disclosing party in terms substantially similar to those set out in this clause 10.

(d) Any undertaking given pursuant to clause 10.2(c) will be provided to the other party to this Consultancy Services Order on request.

11. Intellectual Property

11.1 Intellectual Property owned by Provider

(a) The Participating Agency acknowledges that all:

(i) Intellectual Property held by the Provider before the Commencement Date;

(ii) Intellectual Property developed independently from this Consultancy Services Order by the Provider, and that is not developed, commissioned or created under or in connection with this Consultancy Services Order; and

(iii) adaptations and modifications to the Intellectual Property described in clauses 11.1(a)(i) and (ii),

remains the Provider's sole and exclusive property (**Provider IP**).

(b) To the extent that the Participating Agency needs to use any of the Provider IP to receive the full benefit of the Services, the Provider grants to the Participating Agency a royalty-free, non-exclusive licence (including, if agreed in this Consultancy Services Order, the right to sublicense) to use, copy, modify and distribute during the Term any Provider IP provided to the Participating Agency by or on behalf of the Provider.

11.2 Intellectual Property owned by Participating Agency

(a) The Provider acknowledges that the Participating Agency or its licensor has, and continues to have, sole and exclusive ownership of all Intellectual Property rights in all of the Agency Information together with all adaptations and modifications of such Agency Information (**Pre-contract Participating Agency IP**).

(b) All Intellectual Property created or developed by the Provider or its employees or Subcontractors in performing the Services and developing the Documentation will be owned by the Participating Agency from the date the Intellectual Property is created or developed (**Post-contract Participating Agency IP** and, together with the Pre-contract Participating Agency IP, the **Participating Agency IP**).

(c) If the Provider (or any of its Subcontractors) has under any Law any right in or claim to any of the Participating Agency IP or holds any of the Participating Agency IP, the Provider (by itself and for its Subcontractors):

(i) assigns to the Participating Agency all of its rights, title and interest in and to the Participating

Agency IP from the date it was created or developed; and

(ii) waives all right of lien or similar rights as may now or later be claimed in the Participating Agency IP; and

(iii) waives all of its moral rights under Part 4 of the Copyright Act 1994 in the Participating Agency IP,

and the Provider will sign all documents and do all acts and things that are necessary to give effect to this clause 11.2(c).

(d) To the extent that the Provider needs to use any of the Participating Agency's IP for the purpose of performing its obligations under this Agreement, the Participating Agency grants to the Provider, subject to any written direction given by the Participating Agency, of a royalty-free, non-exclusive, non-transferable licence to use and store the Participating Agency's IP for the sole purpose of performing its obligations under this Consultancy Services Order during the Term.

11.3 **Intellectual Property owned by third parties**

(a) To the extent that the Provider needs to use any Intellectual Property held or owned by a third party (**Third Party IP**) in performing the Services under this Consultancy Services Order, the Provider will use its best endeavours to obtain the fullest rights of use and licence of that Third Party IP (on terms and at a cost to be agreed with the Participating Agency) as are necessary for the performance of those Services for the benefit of the Participating Agency.

(b) The Participating Agency acknowledges that the Provider may have limited ability to obtain rights and/or a licence to use any Third Party IP and, where the Provider, using its best endeavours, cannot obtain appropriate rights and/or a licence for the Participating Agency to use that Third Party IP, the warranty in clause 9.2(e) applies.

12. Liability

12.1 **Indemnity**

(a) The Provider will, to the extent permitted by Law, indemnify the Participating Agency against all Losses suffered or incurred by the Participating Agency as a result of any:

(i) unlawful, malicious or negligent act or omission by the Provider;

(ii) personal injury, sickness, death or loss of, or damage to, tangible property due to an act or omission of the Provider; or

(iii) any other breach by the Provider of its obligations under this Consultancy Services Order.

(b) The Provider will, subject to clause 12.1(c), indemnify the Participating Agency against all Losses suffered or incurred by the Participating Agency as a result of any claim that the possession or use of any Intellectual Property supplied or licensed by the Provider, or the use of any Intellectual Property used to provide the Services, infringes any third party's rights.

(c) The Provider will have no liability under clause 12.1(b) to the extent that any IP Claim arises from any:

(i) modification by the Participating Agency of any item of Intellectual Property supplied or licensed by the Provider without the approval of the Provider;

(ii) use by the Participating Agency of Intellectual Property supplied or licensed by the Provider for any purpose disallowed by this

Consultancy Services Order or the applicable Intellectual Property licence (but only if the licence has been provided to the Participating Agency prior to such use); or

(iii) use of Intellectual Property used to provide the Services if and to the extent that Intellectual Property was supplied by the Participating Agency.

12.2 **IP Claims**

(a) In the event of a claim under clause 12.1(b) (an **IP Claim**):

(i) the Participating Agency will give the Provider notice of the IP Claim as soon as practicable and, to the extent permissible by Law, permit the Provider (at the Provider's cost) to handle all negotiations for settlement and to control and direct any litigation that may follow (**Control of the IP Claim**);

(ii) if the Provider has Control of the IP Claim:

(A) the Participating Agency will provide all reasonable assistance to the Provider (at the Provider's cost) in the handling of any negotiations and litigation; and

(B) the Provider will keep the Participating Agency informed of the defence or negotiations of the IP Claim and diligently conduct any litigation or negotiations, using competent counsel and in a manner that does not adversely affect the name or reputation of the Participating Agency;

(iii) the Provider will not enter into any settlement or compromise in relation to the IP Claim without the prior written consent of the Participating Agency (which will not be unreasonably withheld); and

(iv) the Provider will notify the CoE of the IP Claim, and the outcome within 5 Business Days of the claim being concluded.

(b) If any IP Claim disrupts the Participating Agency's use or enjoyment of a Service, the Provider will (unless otherwise requested by the CoE), at its own expense and at its option, immediately:

(i) obtain for the Participating Agency the legal right to continued use of the infringing materials; or

(ii) replace, modify or resupply the infringing materials so that there is no further infringement, without adversely affecting the performance or functionality of those materials.

12.3 **Maximum liability of Participating Agency**

In addition to its obligation to pay the Charges, the maximum aggregate liability of the Participating Agency to the Provider under or in connection with this Consultancy Services Order will be, in respect of all Losses, limited to the total Charges paid and payable under this Consultancy Services Order.

12.4 **Maximum liability of the Provider**

The maximum liability of the Provider to the Participating Agency for all Losses under or in connection with this Consultancy Services Order in respect of all claims will not exceed:

(a) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 Provider, the greater of:

(i) 10 times the total Charges paid and payable under this Consultancy Services Order;

(ii) $5,000,000; and

(iii) any greater amount or multiple set out in this Consultancy Services Order;

(b) in relation to the sub-categories for which the Provider has been appointed as a Tier 2 Provider, the greater of:

(i) 10 times the total Charges paid and payable under this Consultancy Services Order;

(ii) $2,000,000; and

(iii) any greater amount or multiple set out in this Consultancy Services Order; and

(c) in relation to the sub-categories for which the Provider has been appointed as a Tier 3 Provider, the greater of:

(i) 10 times the total Charges paid and payable under this Consultancy Services Order;

(ii) $1,000,000; and

(iii) any greater amount or multiple set out in this Consultancy Services Order.

12.5 **No double dipping**

A party to this Consultancy Services Order (or the CoE acting on behalf of the Participating Agency in accordance with the Services Agreement) cannot recover for the same Loss under both this Consultancy Services Order and the Services Agreement.

12.6 **Exclusions on liability**

The limitations on liability set out in clauses 12.3 and 12.4 will not limit the liability of:

(a) the Provider under clauses 12.1(a) and 12.1(b) (other than in respect of negligent acts or omissions under clause 12.1(a)(i) and breach by the Provider of its obligations under this Consultancy Services Order under clause 12.1(a)(iii), which are subject to the limitations of liability in clauses 12.3 and 12.4);

(b) the Provider for any fraudulent act or omission; or

(c) either party for any breach of confidentiality.

12.7 **Categories of loss**

(a) Irrespective of how liability arises, neither the Provider nor the Participating Agency will, under any circumstances, be liable for any indirect loss or damage (including consequential loss) arising under or in connection with this Consultancy Services Order.

(b) The Participating Agency will not, under any circumstances, be liable for any loss of profits or loss of revenue suffered by the Provider in connection with this Consultancy Services Order.

12.8 **Force majeure**

(a) The Provider and the Participating Agency will not be liable to the other for any failure to perform its obligations under this Consultancy Services Order during the time and to the extent that such performance is prevented, wholly or substantially, by reason of any Force Majeure Event.

(b) The party subject to the Force Majeure Event (the **non-performing party**) must:

(i) notify the other party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event, including the extent of its inability to perform, an estimate of the time likely to be required to overcome the Force Majeure Event and the steps the non-performing party will take to comply with clauses 12.8(b)(ii) and 12.8(b)(iii);

(ii) use all reasonable endeavours to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other party; and

(iii) use all reasonable endeavours to perform its obligations under this Consultancy Services Order as far as is practicable,

and the Participating Agency will not be required to pay Charges to the extent that the Provider fails to perform its obligations to the Participating Agency due to a Force Majeure Event.

(c) If the non-performing party affected by the Force Majeure Event is the Provider, the Participating Agency may, to the extent that any Service requested by the Participating Agency under this Consultancy Services Order has not been delivered and delivery has, or will be, delayed by the Force Majeure Event, terminate this Consultancy Services Order, by notice to the Provider within five Business Days following receipt by the Participating Agency of notice of the Force Majeure Event, at no cost to the Participating Agency, subject to the Participating Agency paying for Services delivered up to the date of the Force Majeure Event.

12.9 **Insurance**

(a) During the Term and for a period of two years following the termination of this Consultancy Services Order, the Provider will, at its own expense, ensure that it maintains adequate insurance in respect of its potential liability for loss or damage under this Consultancy Services Order in accordance with Industry Best Practice, but as a minimum the Provider must hold:

(i) professional indemnity insurance;

(ii) public liability insurance in respect of the Services provided under this Consultancy Services Order; and

(iii) other insurance to cover standard commercial risks (including in respect of Documentation which is the property of the Participating Agency and in the Provider's possession or control).

(b) The Provider will, at the Participating Agency's request, promptly provide satisfactory evidence that it has complied with its obligations in this clause 12.9.

13. Dispute resolution

13.1 **Dispute**

In the event of any dispute, difference or question arising out of, or in connection with, this Consultancy Services Order or its formation (a **dispute**):

(a) the Participating Agency and the Provider will each use its best efforts to resolve the dispute through good faith negotiations and informal dispute resolution techniques, and will continue to perform its obligations under this Consultancy Services Order as far as possible as if the dispute had not arisen, pending final settlement of the dispute; and

(b) neither the Participating Agency nor the Provider will commence any formal proceedings relating to the dispute unless it has complied with clause 13.2.

13.2 **Escalation**

(a) The Participating Agency and the Provider will each advise its respective Representative (or equivalent person) of a dispute on the day that the dispute arises.

(b) The Representatives will use their best efforts to resolve the dispute in accordance with clause 13.1(a).

(c) If the dispute is not resolved:

(i) within 10 Business Days, the dispute will be escalated to senior representatives of the Provider and the Participating Agency with delegated authority to resolve the dispute; and

(ii) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, within a further 10 Business Days, the dispute will be escalated to the CoE's Manager, All-of-Government Contracts and the Provider's Chief Executive.

13.3 **Mediation**

(a) If a dispute is not resolved under clause 13.2, either party may, by written notice to the other, refer the dispute to mediation, or they may agree in writing to refer the dispute to mediation.

(b) The mediation will be conducted by a single mediator in accordance with the terms of the Resolution Institute Standard Mediation Agreement and at a fee to be agreed by the parties.

(c) If the parties fail to agree on the identity of the mediator and/or the mediator's fee within five Business Days of referral of the dispute to mediation, the mediator will be chosen, and the mediator's fee determined, by the chairperson for the time being of Resolution Institute (or his or her nominee).

13.4 **Urgent relief**

Nothing in this clause 13 will preclude either party from taking immediate steps to seek urgent relief before a New Zealand court.

14. Termination

14.1 **Termination of Consultancy Services Order**

The Participating Agency may terminate this Consultancy Services Order:

(a) for convenience by giving the Provider at least one month's prior written notice;

(b) by notice to the Provider with immediate effect on the date of termination specified in that notice, if the Provider commits a Material Breach which is:

(i) not capable of being remedied (and, for the avoidance of doubt, paragraphs (a) and (b) of the definition of "Material Breach" are deemed incapable of being remedied); or

(ii) capable of being remedied but which is not remedied to the satisfaction of the Participating Agency within 10 Business Days following the date of receipt by the Provider of the Participating Agency's notice of the Material Breach;

(c) in accordance with clause 4.1(e) (Conflict of Interest); or

(d) in accordance with clause 12.8(c) (Force Majeure Event).

14.2 **Consequences of termination or expiry**

(a) In the event of termination or expiry of this Consultancy Services Order, the Participating Agency will not be obliged to make any payment to the Provider except for any Charges payable for Services supplied pursuant to this Consultancy Services Order before the effective date of expiry or termination.

(b) Termination or expiry will not, unless otherwise provided in this Consultancy Services Order, affect:

(i) any rights and remedies available to either party which have accrued up to and including the date of termination or expiry; and

(ii) the provisions of this Consultancy Services Order which expressly, or

by their nature, survive termination or expiry, including clauses 15 (Entire agreement), 10 (Confidentiality), 11 (Intellectual Property), 12 (Liability), 13 (Dispute Resolution), 14.2 (Consequences of termination or expiry) and 16 (General) and Schedule 1 (Definitions);

(iii) the continued application of clauses of the Services Agreement which expressly, or by their nature, are intended to continue to apply to this Consultancy Services Order after termination or expiry of this Consultancy Services Order, including clauses 1.4 (Precedence) and 15 (Audit).

(c) After expiry or termination of this Consultancy Services Order for any reason, each party will, within five Business Days of receiving notice from the other party, return all Documentation, Confidential Information or other property belonging to the other party (or destroy such Confidential Information, if requested), except if such Documentation, Confidential Information or other property is required to be retained by any Law.

15. Entire agreement

15.1 Entire agreement

(a) This Consultancy Services Order is intended to be read in conjunction with the Services Agreement. The provisions of the Services Agreement (not already included in this Consultancy Services Order) which confer rights, obligations or benefits on the parties or the CoE in respect of this Consultancy Services Order are intended to apply to this Consultancy Services Order.

(b) Subject to clause 15.1(a), no other terms or conditions, including any conditions of sale, invoices or any other communication not included in this Consultancy Services Order (**Communication**), will be incorporated into this Consultancy Services Order, even if at some later date the other party (including, in the case of the Participating Agency) signs or otherwise purports to accept those terms and conditions or the terms of that Communication.

(c) For the avoidance of doubt, and without limiting clauses 15.1(a) and 15.1(b):

(i) any Communication which is expressed or intended to operate as an indemnity, warranty, representation, undertaking, condition or other term of such a nature is hereby disapplied and excluded from this Consultancy Services Order; and

(ii) any part of this Consultancy Services Order which describes the nature, scope, price or manner of delivery of Services will, subject to clause 15.1(c)(i), form part of this Consultancy Services Order, but only to the extent that it does not conflict with any other part of this Consultancy Services Order.

16. General

16.1 Interpretation

The rules of interpretation set out in clause 19.1 of the Services Agreement apply to this Consultancy Services Order.

16.2 Relationship of the parties

Nothing expressed or implied in this Consultancy Services Order will be deemed to constitute either party as the partner, agent, or joint venturer of the other party.

16.3 Costs

A party who has an obligation to do anything under this Consultancy

Services Order will perform that obligation at its own cost, unless a term of this Consultancy Services Order expressly provides otherwise.

16.4 **Assignment**

Neither party may assign, novate, transfer or otherwise dispose of the whole or any part of its rights and obligations under this Consultancy Services Order without first obtaining the other party's consent (which will not be unreasonably withheld or delayed).

16.5 **Public disclosures**

Subject to clause 10, all public disclosures by the Provider relating to this Consultancy Services Order, including the fact of its existence (but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements), will be co-ordinated with, and must first be approved in writing by, the Participating Agency prior to release.

16.6 **Notices**

(a) Unless otherwise specified in this Consultancy Services Order, each notice or other communication under this Consultancy Services Order will be made in writing and delivered by post, personal delivery or email to the addressee at the addressee's postal address, physical address or email address (as applicable) and marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the addressee.

(b) The Provider's postal address, physical address and email address is set out in the Provider Database and may be amended by the Provider at any time.

(c) The Participating Agency's postal address, physical address and email address is as notified by the Participating Agency to the Provider and may be amended by the Participating Agency at any time.

(d) A notice or other communication will be deemed to be received:

(i) in the case of a letter sent to the addressee's postal address, on the third Business Day after posting;

(ii) in the case of personal delivery, on receipt; and

(iii) in the case of an email, at the time the email leaves the communications system of the sender, provided that the sender:

(A) does not receive any error message relating to the sending of the email at the time of sending; and

(B) has obtained confirmation that the email has been delivered to the recipient (which confirmation may be in the form of an automated delivery receipt from the communications system of the recipient),

on the Business Day on which it is dispatched or, if dispatched after 5 p.m. (in the place of receipt), on the next Business Day after the date of dispatch.

16.7 **Severability**

If any term or provision of this Consultancy Services Order is held to be illegal, invalid or unenforceable it will be severed from this Consultancy Services Order without affecting the legality, validity or enforceability of the remaining provisions.

16.8 **Waiver**

(a) Neither party will be deemed to have waived any right under this Consultancy Services Order unless the waiver is in writing and signed by the parties.

(b) Any failure or delay by a party to exercise any right or power under this Consultancy Services Order will not operate as a waiver of that right or power.

(c) Any waiver by a party of any breach, or failure to exercise any right, under this Consultancy Services Order will not constitute a waiver of any subsequent breach or continuing right.

16.9 **Remedies cumulative**

Except as is expressly stated otherwise in this Consultancy Services Order:

(a) the rights, powers and remedies provided in this Consultancy Services Order are cumulative and are not exclusive of any rights, powers or remedies provided by Law or under this Consultancy Services Order; and

(b) the exercise of any rights, powers and remedies provided in this Consultancy Services Order will not prejudice the exercise of any other right, power or remedy under this Consultancy Services Order or existing at Law.

16.10 **Counterparts**

This Consultancy Services Order may be signed in two counterparts, each of which will be deemed an original, but both of which together are to constitute a single instrument.

16.11 **Governing law and jurisdiction**

(a) This Consultancy Services Order is governed by, and will be construed in accordance with, the laws of New Zealand.

(b) Subject to clause 13, each party irrevocably submits to the exclusive jurisdiction of the New Zealand courts for the purpose of hearing and determining any dispute under, or in connection with, this Agreement.

SCHEDULE 1: DEFINITIONS

In this Consultancy Services Order, unless the context otherwise requires:

Administration Fee means the amount referred to in clause 8.6;

Agency Information means all:

(a) information and records belonging to the Participating Agency that are supplied to or collected by the Provider for the purpose of enabling the Provider to perform its obligations under this Consultancy Services Order;

(b) compilations of data created by a Participating Agency or the Provider for the purposes of this Consultancy Services Order; and

(c) legal names, logos, trademarks, brands or images of the Participating Agency, including all related Intellectual Property of the Participating Agency and the New Zealand Coat of Arms or any other coat of arms or emblem used by the Participating Agency,

but excluding the Provider's working papers;

Annexure means any document physically attached to a Schedule and identified as such and any other document incorporated by reference in any part of this Consultancy Services Order (other than an Annexure);

Appointment Letter means the letter issued to the Provider by the CoE, as amended or reissued from time to time, confirming (among other things) the Provider's appointment as an All-of-Government provider of consultancy services and detailing the terms and conditions of the appointment (including the Services and the applicable Tier(s));

Business Day means any day of the year other than a Saturday, a Sunday or a public holiday (as defined in section 44 of the Holidays Act 2003) observed at the location of the Participating Agency;

Charges means the amount payable by Participating Agencies for Services and includes Fees and Expenses, as described in Schedule 2 (Pricing) and agreed in this Consultancy Services Order;

CoE means the Ministry of Business, Innovation and Employment, the Centre of Expertise for Consultancy Services;

Commencement Date is the date on which this Consultancy Services Order is signed by both parties or, if two dates, the later date;

Confidential Information means:

(a) all information and trade secrets already communicated or subsequently communicated under or in connection with this Consultancy Services Order, including information obtained during the negotiation of this Consultancy Services Order or in the performance of this Consultancy Services

Order and information on the Provider Database;

(b) any information about the business or property of either party including any information:

(i) relating to the financial position of that party;

(ii) concerning that party's suppliers and customers; or

(iii) relating to that party's internal management, structure, Personnel or strategies;

(c) the terms of this Consultancy Services Order; and

(d) Agency Information;

Conflict of Interest means any matter, circumstance, interest or activity of the Provider, its Personnel or Subcontractors, arising by whatever means that directly or indirectly conflicts with:

(a) the duties of the Provider and any of its Personnel or Subcontractors to the Participating Agency; or

(b) the interests of the Participating Agency in relation to this Consultancy Services Order or otherwise in respect to the provision of consultancy services to the Participating Agency either before or after the Commencement Date;

or otherwise impairs or might appear to impair the ability of the Provider (or any of its Personnel or Subcontractors) to provide the Services to the Participating Agency under this Consultancy Services Order diligently, independently, impartially and in the best interests of the Participating Agency;

Consultancy Services Order means this service order relating to the supply of Services issued by the Participating Agency;

Contract Quarter means a period of three consecutive months commencing on 1 January, 1 April, 1 July or 1 October;

Control means, in relation to the Provider or any ultimate or intermediate holding company or Holding Entity of the Provider, the power to:

(a) manage, directly or indirectly, the operation of the business; or

(b) control, directly or indirectly, the composition of the board of directors or board of management or equivalent governing body,

of the Provider or such ultimate or intermediate holding company or Holding Entity, whether through the ownership of voting securities, by contract or otherwise, and for these purposes "holding company" will have the same meaning as in section 5 of the Companies Act 1993;

Documentation means all advice, communications, documentation (including information on the Provider Database) and reports (whether in paper, electronic, audio or audio-visual format) relating to, or provided as part of, the Services together with additions, modifications to, and replacements of, that documentation, but excludes the Provider's working papers;

Estimate means an estimate of the total Charges for the Services required by the Participating Agency;

Expense means any actual and reasonable out-of-pocket costs incurred by the Provider in the delivery of the Services and agreed to in this Consultancy Services Order, and includes any freight and related costs, travelling and incidental expenses and other costs, disbursements, fees, charges and expenses directly or indirectly incurred by the Provider;

Fees means the amount payable by the Participating Agency to the Provider for its time spent delivering the Services calculated on the basis of the Rates, excluding Expenses;

Fit for Purpose means, in relation to any Service or Documentation to be provided by the Provider to the Participating Agency, that such Services or Documentation are, in descending order of priority, fit for the purpose(s):

(a) expressly made known in writing by the Participating Agency to the Provider (including in this Consultancy Services Order); or

(b) for which the Provider, given its knowledge of the Participating Agency and understanding why the Services or Documentation are required, has reason to expect such Services or Documentation to be used;

Force Majeure Event means an event or circumstance beyond the reasonable control of either party which makes it impossible or illegal to perform, or prevents compliance with, or the performance of, a party's obligations under this Consultancy Services Order, including:

(a) fire, floods, tsunami, storms, tempest, earthquake or other act of God;

(b) any act of a public enemy, war, riot, or act of civil or military authority;

(c) nuclear, chemical or biological contamination; and

(d) subject to paragraph (g) of this definition, any act of a third party engaged in subversive or terrorist activity or sabotage,

but does not include an event to the extent that:

(e) the effect of that event could have been substantially prevented, avoided or overcome or mitigated by:

(i) implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between the parties or which a party has represented it has in place; or

(ii) exercising a reasonable standard of care; or

(iii) using information provided by the other party or which is available in the public domain; or

(f) it is an event for which the party affected is or was directly responsible; or

(g) that event is constituted or caused by any act or omission of Personnel or a Subcontractor unless and to the extent that the Personnel or Subcontractor was itself affected by an event, which if it occurred in relation to either party would have been a Force Majeure Event; or

(h) that event is constituted or caused by an Insolvency Event or the insolvency of a Subcontractor or lack of funds for any reason;

GST means goods and services tax under the Goods and Services Tax Act 1985;

Holding Entity means a trust, unit trust, partnership, limited partnership, unincorporated joint venture or other body corporate or unincorporated body of persons that Controls the Provider, and includes any natural person that Controls the Provider;

Industry Best Practice means the high professional standard that would reasonably be expected from a prudent and experienced provider of consultancy services in New Zealand having regard to market practice at the relevant time;

Insolvency Event means, in relation to the Provider:

(a) the presentation of an application for its liquidation that is not discharged within 30 days of its filing or which is not demonstrated to the Participating Agency prior to the expiry of that 30 day period as being an application that is frivolous or vexatious;

(b) any step taken in or toward the making of any compromise, proposal or deed of arrangement with all or some of its creditors;

(c) the appointment of a liquidator, receiver, statutory manager, administrator or similar official, to it;

(d) the suspension or threatened suspension by it of the payment of its debts;

(e) cessation by it of a whole or any relevant part of its business in New Zealand;

(f) the enforcement of any security against the whole or a substantial part of its assets; or

(g) any other insolvency event or proceedings analogous to any of the foregoing occurring in any relevant jurisdiction;

Intellectual Property means copyright, all rights in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, trade or other proprietary rights or rights derivative of those rights (including licence rights) anywhere in the world as well as any other rights in intellectual property which are recognised or protected under Law;

Law means:

(a) any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time to which a party is subject;

(b) the common law and the law of equity as applicable to the parties from time to time;

(c) any binding court order, judgment or decree;

(d) any applicable industry code of practice or conduct, convention, policy, rule or standard to which a party is bound; or

(e) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a party and that is made or given by any governmental or regulatory body having jurisdiction over a party or any of that party's assets, resources or business,

in any jurisdiction that is applicable to this Consultancy Services Order;

Losses means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis);

Material Breach means any material breach by the Provider of the terms of this Consultancy Services Order or the occurrence of any event having a material effect on the ability of the Provider to perform its obligations under this Consultancy Services Order (other than a Force Majeure Event), including:

(a) the occurrence of an Insolvency Event in relation to the Provider or the likely occurrence of an Insolvency Event;

(b) the occurrence of a change in Control of the Provider or any ultimate or intermediate holding company or Holding Entity of the Provider that the CoE has not previously approved (acting reasonably);

(c) any representation or warranty made by the Provider in terms of this Consultancy Services Order being found to be untrue or incorrect; and

(d) any failure on the part of the Provider to comply with, observe or perform any of the terms of this Consultancy Services Order in circumstances where that contract breach or that contract breach together with other contract breaches is considered by the Participating Agency on reasonable grounds to cause the Provider to be unable or unwilling, or be likely to be unable or unwilling, to perform its obligations under this Consultancy Services Order;

Maximum Rates means the maximum Rates payable to the Provider for providing the Services, as recorded in the Provider Database, excluding Expenses;

Panel means the All-of-Government panel of providers who provide consultancy services to Participating Agencies, including any sub-panel, as detailed on www.procurement.govt.nz;

Participating Agency means the Participating Agency that is a party to this Consultancy Services Order;

Participating Agencies means each of the CoE and every other Eligible Agency that is a party to the memorandum of understanding between the CoE and all other Participating Agencies relating to the management of their relationship with each other and with the Provider in relation to the Services, as amended from time to time;

Personnel includes partners, principals, directors, employees, agents, officers and individual independent contractors;

Professional Adviser means any accounting, legal, procurement or technical professional;

Provider Database means the IT platform described in Schedule 7 (Provider Database) to the Services Agreement;

Quote means a fixed price, capped price or other pre-agreed basis for establishing the Charges for Services required by the Participating Agency where the Provider is prevented from increasing the Charges without the prior written consent of the Participating Agency;

Rates means the rates (whether hourly, daily or weekly or other time-related basis) payable to the Provider for providing the Services, determined in accordance with Schedule 2 (Pricing), excluding Expenses;

Related Entity means a related company under the Companies Act 1993 (New Zealand) or a related body corporate under the Corporations Act 200, provided that any reference in the Companies Act 1993 to a "company" is deemed to include any partnership, body corporate, association or other entity, whether corporate or unincorporated, irrespective of the place of incorporation or registration of that partnership, body corporate, association or other entity;

Representative has the meaning given in paragraph 3.1 of Schedule 5 (Governance) to the Services Agreement);

Service Level means a required standard for the Provider's performance of its obligations under this Consultancy Services Order, as described in Schedule 3 (Performance Measurement);

Service Level Default means a failure by the Provider to meet one or more Service Levels;

Services means the consultancy services provided from time to time under the terms of this Consultancy Services Order;

Services Agreement means the All-of-Government services agreement relating to the supply of Tier 1 and 2 consultancy services between the CoE and the Provider;

Subcontractor means any person to whom the Provider has subcontracted any part of its obligations under this Consultancy Services Order or who is a supplier to the Provider in respect of this Consultancy Services Order and includes the employees and subcontractors of that person and **Subcontract** will be construed accordingly;

Term means the period commencing on the date that this Consultancy Services Order is signed by both parties and ending on the earlier of:

(a) the date on which the Services are completed in accordance with this Consultancy Services Order; and

(b) the date on which this Consultancy Services Order is terminated in accordance with its terms; and

Tiers means any of **Tiers 1** and **Tiers 2** for which members of the Panel are appointed and, in respect of the Provider, means the Tier(s) the Provider is appointed to as detailed in the Appointment Letter.

SCHEDULE 2: PRICING

1. Introduction

This Schedule sets out general principles underlying the Charges.

2. Principles

2.1 **Participating Agency will only pay for Services ordered**

(a) The Provider will invoice the Participating Agency for the Charges in accordance with clause 8.3 of this Consultancy Services Order.

(b) The Participating Agency will only pay for Services that it orders in accordance with this Consultancy Services Order.

2.2 **No minimum volume**

The Participating Agency is not required to meet a minimum aggregate expenditure or volume level for any Services.

2.3 **No interest**

No interest will be payable on any amount due to the Provider under this Consultancy Services Order.

2.4 **Rates**

(a) The Fees are calculated on the Rates, being either the Rates that are recorded on the Provider Database or, subject to paragraph 3, a different Rate as negotiated between the Provider and Participating Agency and recorded in this Consultancy Services Order.

(a) The Maximum Rates are the maximum amounts payable by the Participating Agency for the Services.

3. Charges

The Charges payable by the Participating Agency for Services must not include any Fees invoiced at Rates higher than the Maximum Rates recorded in the Provider Database.

SCHEDULE 3: PERFORMANCE MEASUREMENT

1. Introduction

This Schedule describes, in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider:

(a) the Service Levels; and

(b) how performance against Service Levels will be measured and reported.

2. Service Levels

2.1 Format

Each Service Level is described in Annexure A using the following format:

Parameter	Description
Description	Description of what the Service Level will measure
Purpose	Why it is important to Participating Agencies that the Service Level is met
Calculation	Method for calculating the Service Level
Service Level	The performance standard that the Provider is required to meet or exceed

2.2 **Service Levels must be met**

(a) At all times during the Term, the Provider will, in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, perform its obligations to meet or exceed the Service Levels.

(b) The Provider acknowledges that any failure to meet the Service Levels may have a significant impact on the Participating Agency.

2.3 **Changes to Service Levels**

(a) From time to time during the Term, the CoE and the Provider may negotiate in good faith to add, delete or modify then-existing Service Levels to reflect changes in the Participating Agencies' requirements or objectives.

(c) Any changes to Service Levels will be effected in accordance with clause 10 of the Services Agreement.

3. Performance measurement

3.2 Failure to meet Service Levels

If the Provider fails to achieve one or more of the Service Levels in any Contract Quarter in respect of this Consultancy Services Order, it will:

(a) take such steps and do all things necessary, as soon as possible, to correct the failure; and

(a) notify the Participating Agency of the reasons for the failure and the steps that the Provider is taking to ensure that the failure is not repeated; and

(b) consider whether the Charges for the Services that are subject to the Service Level Default should be reduced to reflect the lower value of the Services provided.

Annexure A: Service Levels

Parameter	1. Services Fit for Purpose
Description	Were the Services subject to this Consultancy Services Order Fit for Purpose?
Purpose	To ensure Services provided are Fit for Purpose.
Calculation	The Participating Agency will advise whether the Services are Fit for Purpose as part of the Agency Satisfaction Survey.
Service Level	100% of Services delivered to the Participating Agency must be Fit for Purpose.

Parameter	2. Timely Performance of Services
Description	Did the Provider perform the Services subject to this Consultancy Services Order within the timeframe recorded in this Consultancy Service Order (or as amended by agreement from time to time)?
Purpose	To ensure on-time provision of Services requested under a Consultancy Services Order.
Calculation	The Provider is required to report on this metric as part of the reporting requirements in Schedule 6 (Reporting) to the Services Agreement.
Service Level	The Provider must deliver all Services subject to this Consultancy Services Order within the agreed timeframe for delivery recorded in this Consultancy Services Order including any variation to the timeframe recorded in Part D of this Consultancy Services Order.

Parameter	3. Services Performed to budget
Description	Were the Charges for the Services subject to this Consultancy Services Order within the Estimate or Quote recorded in this Consultancy Services Order?
Purpose	To ensure Services requested under a Consultancy Services Order are performed on or under the Provider's Estimate or Quote.
Calculation	The Provider is required to report on this metric as part of the reporting requirements in Schedule 6 (Reporting) to the Services Agreement.
Service Level	The Provider must deliver all Services subject to this Consultancy Services Order within the agreed Estimate or Quote recorded in this Consultancy Services Order including any variation to the Estimate recorded in Part D of this Consultancy Services Order.

AoG Consultancy Services Order (CSO)

Part A – for Participating Agency (client) to complete
The Participating Agency (referred to as the client in Parts A – E of this Consultancy Services Order) will complete this and email the entire form (including all Parts) to the Provider.

Today's Date	16/10/25	**CSO or Project name**	**GCDO centralising digital investment and procurement**
Agency	Department of Internal Affairs/GCDO	**Provider**	Deloitte
Agency contact name & title	Myles Ward Deputy Government Chief Digital Officer	**Provider contact name & title**	Adithi Pandit Partner
Nominated Personnel	Myles Ward	**Nominated Personnel**	9(2)(a) privacy
Agency email address	Myles.Ward@dia.govt.nz	**Provider email address**	
Agency phone #	9(2)(a) privacy	**Provider phone #**	
Sub Category			
GCDO Assurance Sub Panel	*no*		
Protective Security Services Sub Panel	*no*		

A1. Purpose and any background information

The Department of Internal Affairs Digital Services Branch/GCDO has approached Deloitte to support the development of the detailed Implementation Plan for the centralisation of Digital Investment and Procurement.

This work is part of the broader report back to Cabinet that GCDO is providing on behalf of the Minister for Digitising Government in December 2025, as outlined in the Cabinet paper *'Driving down the cost of digital across government'*.

GCDO's end goal is a digitally enabled public sector that can operate more efficiently and effectively, by leveraging common platforms, shared capabilities, and integrated infrastructure to deliver consistent, high-quality, joined up digital services to New Zealanders. This work will support a cohesive, system wide direction and enable new operating models across the public sector.

This work will also build upon the current work and functions of GCDO and the role it plays across the public sector and with other central agencies. It will need to clearly show the *'shifts'* from the existing model to the new model and the services required to deliver the function. Background will be provided to Deloitte by the GCDO team, as required as the work progresses.

Key principles that support this work includes:

- Supporting the evolving Digital Government Target State
- Supporting the achievement of efficiencies and savings (ROI)
- Driving standardisation and unification
- Taking a phased pragmatic approach
- Balancing scale with flexibility
- Fostering clear responsibility and ownership models
- Delivering in a way that supports acceleration, building momentum, and credibility
- Considering how GCDO can improve processes, not just relocate them
- Wider outcomes, such as system security and resilience, economic development, and sustainability
- Building transparency and accountability

The outputs of this initial work are required by late October 2025, to allow for engagement and refinement of inputs into the Cabinet paper report back being prepared by GCDO. Further work may be required through to end November 2025.

A2. Specific questions / instructions for Provider

Deloitte will be supporting GCDO to develop the Implementation Plan required as part of the Cabinet paper report back. This will include consideration of the key models, frameworks and functions required for centralised Digital Investment and Procurement.

It will highlight the 'shifts' in the functions that GCDO provides from the existing de-centralised public sector model to a centralised approach – for agencies, central agencies (specifically Treasury, MBIE) and GCDO. This means the development of clarity around the ownership ('swim lanes') of existing and new functions and how the shift to the new delivery approach will be phased.

For Centralised Digital Investment this could include (not exclusively) consideration of the following:

1. Strategic Direction and Planning

- Development and maintenance of the 5-Year Digital Government Target State.
- Annual priority setting and milestone planning.
- Translation of strategic direction into actionable investment priorities for agencies, clusters, and the system.
- Translation of investment intentions into recommendations to the Treasury on investment pathways/decisions that are in line with the Digital Government Target State
- Tools needed to capture agency investment intentions (e.g. Application Portfolio Management (APM))
- Forward planning for digital investment

2. Investment Lifecycle Management

- Oversight of investment intentions, planning, delivery, and realisation.
- Integration of agency, cluster, and All of Government investment pipelines.
- Iterative lifecycle management aligned to evolving system needs.

3. Governance and Assurance

- System level governance structures (e.g. CE/DCE Groups, Advisory Panels).
- Monitoring and reporting against KPIs for agencies, clusters, and AoG.
- Assurance of investment outcomes and alignment with strategic priorities.

4. Investment Process Design and Automation

- Streamlined, standardised investment processes.
- Use of automation and AI to accelerate Business Case reviews and reduce manual overhead.
- Simplified templates and tools for agency reporting and alignment.

5. Funding Strategy and Oversight

- Direction setting for agency Baseline and Budget funded investments.
- Development of new funding mechanisms (e.g. Digital Investment Fund).
- Oversight of investment allocations and ROI modelling.

6. Capability and Workforce Planning

- Establishment of a centralised Digital Investment team with expertise in strategy, finance, digital, and Portfolio management.
- Coordination across GCDO functions and with central agencies.
- Support for agency transitions and workforce impacts.

For Centralised Digital Procurement, this could include (not exclusively) consideration of the following:

1. Category Management and Strategic Sourcing

- Identification and prioritisation of digital procurement categories.
- Development of sourcing strategies aligned to investment priorities.
- Execution of AoG negotiations and supplier engagement.

2. Forward planning of digital procurement

- Aggregation of digital procurement
- Tools needed to support forward planning and aggregation

3. Procurement Lifecycle Management

- Full-service procurement on behalf of agencies, including:
    - Needs identification

- Market research
- Business Case development
- Tendering and evaluation
- Contract negotiation and management
- Supplier performance monitoring

4. Supplier Relationship and Market Stewardship

- Ongoing strategic and supplier relationship management.
- Monitoring of market dynamics and supplier behaviour.
- Enablement of alternative suppliers and innovation pathways.

5. Procurement Process Automation and Enablement

- Development of responsive, automated procurement workflows.
- Agency facing interfaces and back-end systems for procurement coordination.
- Integration with investment lifecycle and reporting systems.
- **6. Legal, Commercial, and Policy Support**
- Legal and contractual/commercial expertise to manage complex agreements.
- Navigation of procurement rules, exemptions, and regulatory settings.
- Development of digital procurement principles and guidance.

7. System Asset Delivery and Management

- Delivery of shared digital products and services (e.g. Cloud, back-office solutions).
- Stewardship of system assets, including reuse, scaling, and lifecycle management.
- Coordination with agencies and clusters for consumption and integration.

8. Funding and Cost Recovery

- Design of sustainable Funding Model (e.g. appropriations or reallocation of Baseline funding).
- Exploration of third-party funding and PPP models.
- Financial oversight of procurement activities and system asset delivery.

Miscellaneous

- New roles GCDO will undertake, such as the Chief Technology Officer (CTO) for government, and what this means for the function and how we give effect to it.
- GCDO's role and functions in relation to Treasury, NZGP and agencies, and any shifts of responsibility to GCDO that may be required.
- Risk ownership and management from a system perspective.

A3. Additional Information e.g. risks to client, additional contact information

Information and Data Handling

Information and data will be supplied to the provider to assist with the delivery of the defined outputs.
Any information and data that is provided as part of this engagement should be treated as IN CONFIDENCE and should only be used for the sole purpose of producing the deliverables for this specific engagement.
Information and data that is provided should also not be shared outside of those directly involved in this engagement.

A4. Client specific requirements

Engagement with agencies or suppliers will be carried out via GCDO, as required.

A5. Timeframes

End of November 2025.

A6. Indicative budget

This work is to be completed by end of November 2025

A7. Outputs of the Services

Deloitte will support GCDO to create the outputs below by completing the services in section B1 and reviewing drafts of the below and providing commentary for GCDO's consideration.

- **Support GCDO development of a detailed Implementation Plan for:**
  - Centralising Government Digital Investment.
  - Centralising Government Digital Procurement.
  - GCDO's role, functions and services for centralised oversight and decision-making for digital investment and procurement
  - Any shifts of responsibility/services to GCDO that may be required in relation to Treasury, NZGP and agencies, including a matrix view of these responsibilities and services
- **Support for inputs into the December Cabinet Report Back:**
  - Cabinet paper content (description of the new centralised model, functions, phasing).
  - A3 attachment for the Cabinet paper that outlines the model.
  - Development of key principles for Digital Investment and Procurement, including developing a single view of the customer, the use of proto-typing, agile and modular development, and the use of Cloud wherever practical and at lowest cost.
  - Detailed Implementation Plan that includes: a clear scope for the proposal, criteria for GCDO involvement, and detail of where net benefits are expected and how these will be realised, measured and managed
  - Other collateral to support engagement with Ministers, central agencies and other stakeholders, as required.

A8. Tables

A9. Provider liability cap

N/A

Part B – for Provider to complete

B1. Specific Services to be provided

Deloitte will provide you with the following services/activities and deliverables

1. Input into a global best practice view of how different business models (centralised, federated, hybrid, etc) for Digital Investment and Procurement can be applied to support the achievement of the Government Digital Target State and associated efficiencies sought, including the principles that can be applied, likely archetypes and models, and 'what needs to be true' to deliver on this from a customer, services, governance, investment and outcomes perspective.

2. Working sessions with the GCDO team and relevant stakeholders to refine how GCDO will give effect to the optimal model for Digital Investment and Procurement over the next 3 years. This will include Deloitte facilitating these sessions with agreed objectives and outcomes provided by GCDO and writing up the session outcomes.

3. Guide the structured analysis and synthesis of existing information on the approach to Digital Investment and Procurement to support the development of a clear and phased Implementation Plan for a new centralised model.

4. Provision of a 'Venn diagram'/RASCI model that shows who is responsible for what in the new optimal model – for digital investment and procurement.

5. Review of the Implementation Plan developed by GCDO, to give effect to the direction in the Cabinet paper. GCDO is responsible for this output but Deloitte will review and provide inputs for GCDO to consider as the refine this deliverable.

6. Appropriate governance meetings to align on direction, refine the approach, and provide supporting advice around communication and presentation of the centralised model for Digital Investment and Procurement.

7. Weekly status updates, and/or reports as required.

The following is excluded from the scope of our services:

- The full detailed Implementation Plan for the centralised approach for Digital Investment and Procurement.

- Change management and stakeholder engagement.

- Direct data collection beyond what is already available through GCDO or Deloitte's existing knowledge base globally.

- Detailed benefits and costs modelling/ROI to support a future Business Case for the new approach.

- Detailed operating model for the future model including job descriptions, processes, etc.

Other matters

The outputs of this work will contribute to, and support, GCDO led advice for the Government Chief Digital Officer, and other key stakeholders and decision makers.

Existing work done by GCDO will be provided to Deloitte on commencement of this work, to enable accelerated synthesis and incorporation in this work.

Core Team Profiles

The Deloitte team will include Adithi Pandit, 9(2)(a) privacy and Luke Collier. All have extensive experience in digital transformation in the public sector.

Adithi Pandit leads the Deloitte New Zealand public sector practice, the strategy practice and the Future of Government team for Deloitte Asia Pacific. Adithi has led large scale programmes for Government in operating model change, transformation of social services and human centred design. Her work has included leading large scale organisation change with her clients, including redesign of social housing services, welfare payment services, accident compensation services and child care and protection services – through the stages of the design, prototype and implementation.

9(2)(a) privacy is a Director in the Deloitte strategy team. She helps public and private sector organisations with strategy and change from an innovation lens. 9(2)(a) privacy

Luke Collier is a Partner in the Deloitte Technology and Transformation business unit. He has worked on many of New Zealand's largest transformation programmes including those at Inland Revenue, Health New Zealand, Housing New Zealand and Ministry for Primary Industries. Whilst being primarily strategy and advisory focused, he has spent many years in implementation and delivery roles. He is passionate about improving service delivery within the public sector through digital change.

9(2)(a) privacy is a senior partner and procurement expert. 9(2)(a) works across the public and private sectors improving service delivery and enhancing the customer experience, through to reducing operating costs. 9(2)(a) works with clients to design and implement changes to the way they operate in order to increase enterprise value and to deliver better results. He specialises in strategic cost transformation, sourcing and procurement, and service outsourcing, across both the public and private sectors.

B2. Sub Category and Tier to be Provided		
Selection	**Sub-category of Services**	**Tier (1/2/3)**
	Accounting	
	Assurance	
	Audit	
	Finance and economics	
	Procurement and logistics	
	Taxation	
X	Business change	1
	Human resource	
	Marketing and public relations	
	Operations management and risk	
	Policy, research and development	

B3. Can you confirm that the Nominated Personnel (if any) is available to provide the Services?
Yes

B4. Can you confirm that the timeframe is acceptable?
Yes

B5. Estimated Start and End Date			
Start	13 October 2025	**End**	28 November 2025

B6. Estimate / Quote (excluding GST, if any)

Fees	$ 69,344.00
Administration Fee (Tier 1 and 2 only)	$ 693.44
(Optional) The above Fees are apportioned as follows:	
Job Level 1	$-
Job Level 2	$
Job Level 3	$-
Job Level 4	$-
Job Level 5	
Fixed Fee (Job Level 1)	$-
Fixed Fee (Job Level 2)	$-
Fixed Fee (Job Level 3)	$-
Fixed Fee (Job Level 4)	$-
Fixed Fee (Job Level 5)	$-
Monthly Retainer	$-
Subcontracting	$-
Expenses	$-
Total Charges	$ 70,037.44
Identify whether the Total Charges is an Estimate / Quote and the method that the Charges have been calculated	

Additional information / assumptions:

- GCDO will provide access to someone who can manage logistics such as meetings, document sharing, etc.
- Deloitte deliverables will have a single review and update cycle.

We have prepared this proposal based on providing the following resources to achieve the required outcomes.

- Adithi Pandit / Luke Collier (Partners)
- 9(2)(a) privacy (Director)
- Support from a Consultant
- 9(2)(a) privacy and Other Deloitte SMEs as required

Disbursements will not be charged for the services in scope, unless by prior agreement with GCDO. The majority of work will be completed using virtual working to minimise travel costs.

Job Level	Indicative Characteristics
Level 5	• 15+ years of extensive professional experience in their specialised field in a consultancy role. • An industry leader and key influencer who is respected for their professional proficiency and knowledge. • Recognized as a trusted adviser to ministers and/or senior executive teams. • Acts as the senior responsible person on major client engagements. Able to be accountable for leading complex projects/programs. • Responsible for leading a high performing team of professionals, including the coaching and mentoring of colleagues at Levels 1–4.
Level 4	• 10+ years of substantial professional experience in their specialised field in a consultancy role. • Strong theoretical base in subject area, with ability to apply best practice principles to the subject matter context. • Senior team leader with the ability to deputise for the senior responsible person and coach and mentor more junior staff. • Ability to coordinate contributions of other specialists to complete a joint project. • Can engage with clients at strategic/management level if required.
Level 3	• 3-10 years of notable professional experience in their specialised field in a consultancy role. • A trusted performer on a wide range of client-facing consultancy projects in both the private and public sectors. • Thorough knowledge of functional area, combining a broad grasp of relevant best practice principles. • Ability to participate in multi-disciplinary teams and to work independently (with limited supervision). • Performs professional level analysis requiring technical skills and independent initiative within a well-defined program of work. • Contacts with clients predominantly at a working level.
Level 2	• 1-3 years of demonstrable professional experience in their specialised field in a consultancy role. • Previous experience on a range of client-facing consultancy projects, preferably in both the private and public sectors. • Has a theoretical base in subject area, possibly supplemented through recent study, with the ability to translate theory into practice • Performs a variety of analytical tasks requiring independent initiative and knowledge. • Interacts with clients predominantly at the working level.
Level 1	• 0+ years of relevant professional experience in a professional environment. • Evidence of prior contributions to consultancy engagements. • Performs a range of administrative tasks to support the wider team. • Work is performed under the guidance of colleagues at Levels 3-5.

B7. Conflict of Interest declaration and Additional Information
I, Adithi Pandit, have made diligent inquiry whether Deloitte has any actual, potential or perceived Conflict of Interest were it to provide the Services described in this Consultancy Services Order and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:
N/A

B8. Additional information

B9. Signatures	
Name of Provider's authorised signatory	**Adithi Pandit, Partner**
Signature of authorised signatory	

The client accepts and authorises this Consultancy Services Order	**[Yes~~/No~~]**
Name of client's authorised signatory	**Myles Ward**
Signature of authorised signatory	
Date of acceptance	**16/10/25**
Client's job reference or purchase order number	**[if required]**

Part C – Variations to Part A

LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER

The client will complete Part C if they wish to change any details in Part A

C1. Revised scope and/or timeframe

For the avoidance of doubt, Deloitte has not participated, and will not participate, in work pertaining to the follow activities surrounding the design, development and implementation of a centralised approach to Digital Investment and Procurement for government:

- Cabinet papers and other advice for Ministers
- Selection of solutions

These activities are therefore explicitly out of scope for this engagement.

Part D – Variations to Part B

LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER

The Provider will complete this only if and when it receives a Variation per Part C above from the client

D1. Revised Estimate (excluding GST, if any)

Revised Fees	$[Add in total Fees]
Administration Fee (Tier 1 and 2 only)	$[1% of Fees for Services for which the Provider is Tier 1 or Tier 2]
(Optional) The above Fees are apportioned as follows:	
Job Level 1	$
Job Level 2	$
Job Level 3	$
Job Level 4	$
Job Level 5	$
Fixed Fee (Job Level 1)	$
Fixed Fee (Job Level 2)	$
Fixed Fee (Job Level 3)	$
Fixed Fee (Job Level 4)	$
Fixed Fee (Job Level 5)	$
Monthly Retainer	$
Subcontracting	$
Revised Expenses	$
Total Charges	$
Identify whether the Total Charges is an Estimate / Quote and the method that the Charges have been calculated	

Additional information / assumptions:

Part E – Acceptance

LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER

The Provider and client to complete on acceptance of this Consultancy Services Order

E1. Signatures	
Name of Provider's authorised signatory	
Signature of authorised signatory	

The client accepts and authorises this Consultancy Services Order	**[Yes/No]**
Name of client's authorised signatory	
Signature of authorised signatory	
Date of acceptance	
Client's job reference or purchase order number	**[if required]**

Please send this link below to your agency contacts to complete after each engagement. For long engagements, we recommend sending this at key milestones to seek feedback throughout the engagement.

Consultancy (https://www.research.net/r/ClientSatisfactionSurvey-AoGcontracts-CSO)

GCDO Assurance (https://www.research.net/r/GCDOAssuranceServices-CSO)

Part F – Terms

THE PROVIDER AND PARTICIPATING AGENCIES ARE NOT PERMITTED TO AMEND THIS PART F.

*This Part F contains an extract of selected terms and conditions from the Services Agreement (the **Agreement**). Clause, schedule and paragraph references have been updated to refer to clauses, schedules and paragraphs in this Part F where applicable. For the full terms and conditions that govern the Services, please refer to the Agreement.*

1. Appointment

1.1 Appointment

(a) The Participating Agency appoints the Provider to provide Services to the Participating Agency as detailed in this Consultancy Services Order and the Provider accepts that appointment, in accordance with the terms of this Consultancy Services Order.

(b) Certain obligations of the Provider in this Consultancy Services Order do not apply to sub-categories of Services for which the Provider has been appointed as a Tier 3 Provider as follows:

(i) the Participating Agency may nominate specific Personnel to be the primary providers or to supervise the delivery of the Services but clauses 6.2(b) to 6.2(e) do not apply to any nominated Personnel;

(ii) the relevant Services are not required to meet or exceed the Service Levels specified in Schedule 3 (Performance Measurement) and clause 2.5(a), Schedule 3 (Performance Measurement) do not apply;

(iii) the Provider is not required to pay an Administration Fee and clause 8.3(a)(v) does not apply;

(iv) the Provider is not required to conduct the Agency Satisfaction Survey for the relevant Services and clause 5.1(h) does not apply;

(v) the Provider and Participating Agency are not obligated to escalate a dispute to the CoE's All-of-Government Procurement Manager, Centre of Expertise for Consultancy, in accordance with clause 13.2(c)(ii); and

(vi) as otherwise stated in this Consultancy Services Order.

2. Services

2.1 Services

(a) The Provider will provide Services to the Participating Agency in accordance with the terms of this Consultancy Services Order.

(b) The Provider will use all reasonable endeavours to ensure that, on the date the Documentation is provided under this Consultancy Services Order, such Documentation is in a readable and readily useable format.

2.2 Agents may procure Services

The Participating Agency may, by notice to the Provider and the CoE, appoint one or more third parties to procure Services under this Consultancy Services Order on the Participating Agency's behalf and/or receive invoices, as if that agent was a Participating Agency, provided that any such procurement is for the sole benefit of the Participating Agency.

2.3 Timely performance

The Provider will ensure that the Services to be performed under this Consultancy Services Order are provided on or before the date specified for performance (if any) in this Consultancy Services Order and, if no time is specified, within a reasonable time after the issue of the Consultancy Services Order.

2.4 **Delay**

(a) If the Provider considers that it is (or is likely to be) prevented or delayed from achieving a date or time for performance (**Milestone**) specified in this Consultancy Services Order (**Delay**), it will:

(i) immediately provide notice verbally or in writing to the Participating Agency, setting out:

(A) the cause of the Delay and its expected duration;

(B) the effect of the Delay on its ability to perform its obligations under this Consultancy Services Order (including any future Milestones);

(C) what extension, if any, to the relevant Milestone is being sought; and

(D) what steps, if any, the Participating Agency may take to mitigate the effect of the Delay; and

(ii) take all reasonable steps necessary (including by the allocation of additional resources) to eliminate or avoid the Delay and, in all cases, mitigate its effects.

(b) If the Provider and Participating Agency agree that the Delay is acceptable or wish to amend the Milestone:

(i) the Provider will complete and submit Part C of this Consultancy Services Order to the Participating Agency; and

(ii) upon receipt of the completed Part C of this Consultancy Services Order, the Participating Agency must promptly advise the Provider in writing if the completed Part C is acceptable.

(c) If the Provider does not achieve the Milestone (as amended from time to time) and the Participating Agency's acts or omissions, or those of its Personnel or third parties acting on its behalf, have not caused the Provider to fail to achieve the Milestone, the Participating Agency may, without prejudice to any other right or remedy, suspend payment of any Charges relating to this Consultancy Services Order until the Provider remedies the relevant failure.

2.5 **Service standards**

(a) The Provider must provide the Services in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider to a standard that reaches or exceeds the Service Levels specified in Schedule 3 (Performance Measurement).

(b) In addition, the Provider must:

(i) provide the Services diligently, efficiently, effectively and in accordance with Industry Best Practice;

(ii) ensure that the Services to be performed under this Consultancy Services Order are provided on or before the date specified for performance (if any) in this Consultancy Services Order and, if no time is specified, within a reasonable time after the issue of this Consultancy Services Order;

(iii) ensure that all Documentation, information and advice (including

Documentation, information and advice provided prior to the issue of this Consultancy Services Order) provided to the Participating Agency or published on the Provider Database is Fit for Purpose so that, without limitation, it contains sufficient content and detail to enable the Participating Agency to make use of it for the purpose for which it was requested;

(iv) act in the best interests of the Participating Agency in the provision of Services to the Participating Agency; and

(v) provide Services to the reasonable satisfaction of the Participating Agency (as reported to the CoE).

3. Estimates and Quotes

3.1 Estimates and Quotes

(a) The Provider must provide an Estimate or Quote for all Services to be provided under this Consultancy Services Order, unless the total Fees in respect of the Services under this Consultancy Services Order are likely to be less than $10,000 (exclusive of GST) or such other amount as determined by the CoE and notified to the Provider.

(b) Despite clause 3.1(a), if, during the course of providing the Services, the Provider becomes aware that the total Fees (excluding GST) are likely to exceed the amount referred to in clause 3.1(a), the Provider must provide an Estimate in accordance with clauses 3.1(c) to (e).

(c) All Estimates and Quotes will be provided at no cost to the Participating Agency.

(d) All Estimates and Quotes must specify the estimated timeframe to perform the Services requested in this Consultancy Services Order and the Rates of Personnel providing the Services and include any Expenses likely to be incurred in providing the Services.

(e) All Quotes and Estimates must be provided to the Participating Agency in writing and must be included in this Consultancy Services Order.

(f) To avoid doubt and without limiting clause 4.5(c) of the Services Agreement, if any Quote or Estimate is not acceptable to the Participating Agency, the Participating Agency and Provider may seek to negotiate a more favourable Quote or Estimate, including a decrease in the Rates on which the Quote or Estimate was based.

3.2 If Charges exceed the Estimate

(a) If during the course of providing the Services under this Consultancy Services Order, the Provider becomes aware that the total Charges (excluding GST) are likely to exceed the Estimate, the Provider must give written notice to the Participating Agency using Part D of this Consultancy Services Order as soon as the Provider becomes so aware, but no later than the time the costs accrued or incurred reach 80% of the Estimate.

(b) The notice under clause 3.2(a) must specify a revised Estimate for the Services and include the reason the total Charges will exceed the original Estimate.

(c) The Participating Agency has sole discretion whether to approve a revised Estimate and must act reasonably when deciding whether to approve a revised Estimate.

(d) When a revised Estimate is approved, the Participating Agency must provide written notice of the same to the Provider.

(e) If a Provider has provided an Estimate to the Participating Agency for Services, the Participating Agency is not liable to pay the Provider any amount exceeding the Estimate unless the

Participating Agency has approved a revised Estimate.

3.3 **If Charges exceed the Quote**

(a) The Provider acknowledges that neither the CoE nor the Participating Agency are obliged to pay any Charges to the Provider in relation to Services performed under this Consultancy Services Order if those Charges exceed any Quote provided in relation to this Consultancy Services Order, unless the Participating Agency has given its prior written consent in accordance with clause 3.3(b).

(b) If the Participating Agency agrees to allow the Provider to increase the Charges:

(i) the Provider will complete and submit Part D of this Consultancy Services Order to the Participating Agency; and

(ii) upon receipt of the completed Part D of this Consultancy Services Order, the Participating Agency must promptly advise the Provider (in writing) if the completed Part D is acceptable.

4. Conflicts of interest

4.1 **Conflicts of interest**

(a) The Provider must, upon receipt of this Consultancy Services Order, make diligent inquiry whether it has any actual, potential or perceived Conflicts of Interest if it were to provide the Services specified in this Consultancy Services Order and, if no such Conflict of Interest exists, the Provider must provide confirmation to that effect to the Participating Agency.

(b) If the Provider has an actual, potential or perceived Conflict of Interest, the Provider must immediately notify the Participating Agency and must not begin performing the Services without the prior written approval of the Participating Agency.

(c) The Provider must take all reasonable steps to ensure that:

(i) a situation does not arise that might result in an actual, potential or perceived Conflict of Interest; and

(ii) any Personnel or Subcontractors of the Provider do not engage in any activity or obtain interests that might result in the Provider or such Personnel or Subcontractors having an actual, potential or perceived Conflict of Interest,

that cannot be managed to the satisfaction of the Participating Agency.

(d) If, after commencing Services under this Consultancy Services Order, the Provider becomes aware of any matter, circumstance, interest or activity that may give rise to any actual, potential or perceived Conflict of Interest, the Provider must immediately notify the Participating Agency of all relevant details and must immediately cease work on the Services until such time as the Participating Agency provides written notice confirming the Provider may continue to perform the Services or terminates the engagement of the Provider in respect to the Services to be performed under this Consultancy Services Order in accordance with clause 4.1(e).

(e) If the Participating Agency considers that the Provider has an actual Conflict of Interest of sufficient gravity that the Provider can no longer perform Services for it, the Participating Agency may, by written notice to the Provider, terminate this Consultancy Services Order with immediate effect on the date of termination specified in that notice.

(f) Any approval or notice given by the Participating Agency pursuant to clause 4.1(b) or 4.1(d) may require

the Provider to take steps reasonably required by the Participating Agency to manage the Conflict of Interest, and the Provider must provide written notice confirming its acceptance of those steps before it may commence or continue to provide the Services under this Consultancy Services Order.

5. Responsibilities

5.1 Provider responsibilities

In addition to its other obligations under this Consultancy Services Order, the Provider will:

(a) respond promptly, accurately and adequately to any requests for information made by the Participating Agency in relation to the Services, including requests for advice;

(b) in performing Services for the Participating Agency under this Consultancy Services Order comply with all privacy and other policies and guidelines issued by the Participating Agency and notified or made available to the Provider;

(c) obtain, maintain and comply with any governmental, regulatory or other approvals, permissions, consents, licences, and requirements necessary to provide the Services and perform its obligations under this Consultancy Services Order;

(d) comply with all Laws at all times during the Term in so far as they relate to the provision of the Services, including the Privacy Act 1993 and all applicable consumer laws;

(e) ensure that it and its Personnel providing the Services do not access the Participating Agency's information or systems except to the extent necessary to provide the Services and for no other purpose;

(f) as soon as is practicable, notify the Participating Agency of any problems or issues that arise in relation to the performance of its obligations under this Consultancy Services Order, including any problems or issues that will, or are likely to, affect the provision or quality of the Services or the ability of the Provider to perform its obligations under this Consultancy Services Order;

(g) without limiting any other provision of this Consultancy Services Order, use all reasonable endeavours to avoid damaging or adversely affecting any Participating Agency's reputation;

(h) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, conduct the Agency Satisfaction Survey by asking the Participating Agency the questions recorded in Annexure A of Schedule 5 (Governance) to the Services Agreement within 5 Business Days of the Services in this Consultancy Services Order being completed.

5.2 Participating Agencies' responsibilities

The Participating Agency has the following responsibilities in relation to the Services:

(a) to manage its operational relationship with the Provider, including in relation to the fulfilment of this Consultancy Services Order;

(b) to notify the Provider of all relevant policies, guidelines and procedures of the Participating Agency that the Provider must comply with when performing the Services under this Consultancy Services Order;

(c) to provide adequate instructions and information to the Provider to allow it to perform the Services under this Consultancy Services Order;

(d) to make timely decisions where approvals or consents are reasonably sought by the Provider in performing the Services under this Consultancy Services Order;

(e) to pay the Charges; and

(f) to use its best efforts to resolve any dispute directly with the Provider

before involving the CoE in accordance with clause 13.

6. Resourcing

6.1 General requirements

The Provider will provide and maintain sufficient resources (including human resources, equipment, telecommunications connectivity, premises and other facilities) to enable it to perform its obligations on time and otherwise in accordance with this Consultancy Services Order.

6.2 Provider's Nominated Personnel

(a) The Participating Agency may, in this Consultancy Services Order, nominate specific Personnel (**Nominated Personnel**) to be the primary providers or to supervise the delivery of the Services.

(b) If any Nominated Personnel nominated in this Consultancy Services Order are not available to provide or supervise the Services requested, the Provider must immediately notify the Participating Agency and provide details of other Personnel (if any) with the necessary skills and experience to provide or supervise the Services requested pursuant to this Consultancy Services Order.

(c) Notice given under clause 6.2(b) must specify the period for which the Nominated Personnel will continue to be unavailable.

(d) Upon receipt of notice under clause 6.2(b), the Participating Agency must notify the Provider whether the replacement Personnel are acceptable.

(e) The Participating Agency is under no obligation to accept any replacement Personnel and, if it does not approve the replacement Personnel, the Provider may not commence or continue providing the Services.

6.3 Personnel

(a) The Provider will ensure that all of its Personnel who are engaged in the performance of the Provider's obligations under this Consultancy Services Order:

(i) have the requisite skills, expertise, qualifications and experience;

(ii) have, before performing any such obligations, obtained all security clearances and passed all probity checks required by, or necessary to provide the Services to, the Participating Agency;

(iii) comply with all health, safety, security and other policies, codes of conduct, procedures and reasonable directions as may be reasonably required by the Participating Agency from time to time; and

(iv) will carry out their respective duties with due care, skill and diligence.

(b) The Participating Agency will notify the Provider of any security clearances and probity checks required by, or necessary to provide the Services to, the Participating Agency.

6.4 Subcontracting

(a) The Provider will not subcontract the performance of all or part of the Services or any of its other obligations under this Consultancy Services Order, except with the prior written consent of the Participating Agency.

(b) The Provider is solely responsible for the selection of each Subcontractor and must ensure that each Subcontractor is creditworthy, qualified and has the relevant experience to perform the work it is required to carry out for the Provider.

(c) To the extent permitted by Law, the Provider is and remains fully responsible for any act or omission of any Subcontractor.

(d) The Provider must ensure that each Subcontract contains obligations on the Subcontractor that are

consistent with the relevant terms of this Consultancy Services Order, including in relation to clauses 5.1 (Provider responsibilities), 6.3(a) (Personnel), 10 (Confidentiality), 11 (Intellectual Property) and 14 (Termination) and Schedule 3 (Performance Measurement), together with clause 15 (Audit) of the Services Agreement.

(e) If, in the Participating Agency's reasonable opinion, a Subcontractor is:

(i) materially not performing in accordance with the terms of this Consultancy Services Order, the Participating Agency may, by notice to the Provider, require the Provider to procure that the Subcontractor performs the relevant obligations within 10 Business Days, failing which the Participating Agency may, by notice to the Provider, require the Provider to remove that Subcontractor; or

(ii) a material threat to the health, safety or security of the Personnel or property of the Participating Agency, or has breached security or confidentiality requirements of this Consultancy Services Order, the Participating Agency may, by notice to the Provider, require the Provider to remove that Subcontractor,

and the Provider will ensure the immediate removal of that Subcontractor.

7. Changes

7.1 Change procedure

The Participating Agency may agree any variations to this Consultancy Services Order with the Provider using Part C of the Consultancy Services Order.

8. Price and payment

8.1 Calculation of Charges

The Charges will be calculated in accordance with the terms of Schedule 2 (Pricing).

8.2 Participating Agency to pay for Services

(a) The Participating Agency will pay the Provider the Charges applicable to any Services procured by the Participating Agency on the terms of this clause 8.

(b) The Charges and Administration Fee comprise the total amount payable by the Participating Agency for the Services.

8.3 Invoicing and payment

Except as otherwise provided in Schedule 2 (Pricing) or as agreed with the Participating Agency in this Consultancy Services Order, the Provider will invoice the Participating Agency (or, if the Participating Agency has instructed the Provider in writing, the third party agent) for the Charges and the Participating Agency will pay those Charges, in accordance with the following terms:

(a) the Provider will render one itemised invoice to the Participating Agency at the end of each month during the Term for all Services performed during that month specifying (as applicable):

(i) the nature and amount of the Fees or other applicable fees and fee structures;

(ii) the Personnel and their applicable Rate;

(iii) the hours billed (by Personnel and in the aggregate);

(iv) the nature and amount of any Expenses (including any third party charges to be passed on to the Participating Agency);

(v) if applicable, the amount representing the Administration Fee;

(vi) how much of the Estimate or Quote has been used;

(vii) a brief description of the Services provided during that month; and

(viii) any other matters the Participating Agency may reasonably request;

(b) each correctly rendered invoice will be payable on or before the 20th day of the month following the month in which the invoice was received;

(c) the Participating Agency will have no obligation to pay any Charges which are invoiced more than 90 days after the date that such amount was required to be invoiced pursuant to this clause 8.3; and

(d) the Provider may only invoice the Participating Agency for any Expenses at the cost actually incurred by the Provider.

8.4 **Invoice disputes**

If the Participating Agency or the Provider disputes an invoice:

(a) it may withhold the disputed sum and, if applicable, associated Administration Fee until the dispute is resolved;

(b) the dispute will be resolved in accordance with clause 13; and

(c) it will pay the undisputed portion in accordance with clause 8.3.

The Provider will not be excused from performing its obligations under this Consultancy Services Order while an invoice is disputed by the Participating Agency.

8.5 **Taxes**

(a) Except for any GST payable by the Participating Agency, any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including applicable interest and penalties) payable in connection with this Consultancy Services Order under any Law is to be paid by the Provider and not passed on to the Participating Agency unless otherwise expressly agreed in writing by the Participating Agency.

(b) The Participating Agency may deduct from any payment to be made to the Provider any withholding taxes or other deductions that it is required by Law to make.

8.6 **Administration Fee**

In relation to the sub-categories for which the Provider has been appointed as a Tier 1 or Tier 2 Provider, the Provider will ensure that each invoice issued to the Participating Agency for the Charges includes, in addition to the Charges, a separate amount equal to 1% of the Fees (excluding GST) (the **Administration Fee**).

8.7 **Suspension of payment**

(a) Without prejudice to any other right or remedy that may be available to the Participating Agency, the Participating Agency may suspend payment of all or any part of the Charges if the CoE has notified the Provider that the Provider is in Material Breach, until that Material Breach is remedied.

(b) If the Material Breach is not capable of remedy the Participating Agency and the Provider agree to treat the Charges as being in dispute and clause 14 will apply.

9. Warranties

9.1 **General warranties**

Each party represents, warrants and undertakes that:

(a) it has full power, capacity and authority to execute, deliver and perform its obligations under this Consultancy Services Order;

(b) it has, and will continue to have, all the necessary consents, permissions, licences and rights to enter into and perform its obligations under this Consultancy Services Order; and

(c) this Consultancy Services Order constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

9.2 **Provider's warranties**

The Provider represents, warrants and undertakes that:

(a) it will perform its obligations under this Consultancy Services Order with due care, skill, promptness and diligence at all times;

(b) it has, and will have throughout the Term, sufficient Personnel to supply the Services and to perform its other obligations under this Consultancy Services Order;

(c) it, and each of its Personnel engaged in the performance of the Services, has, and will have throughout the Term, the necessary expertise and all necessary governmental, regulatory or other approvals, permissions, consents, licences, qualifications, accreditations and requirements to provide the Services and perform its other obligations under this Consultancy Services Order;

(d) it will comply with the requirements of all Laws as they relate to the provision of Services by the Provider;

(e) the possession or use of any item of Intellectual Property supplied or licensed by it, or the use of any item of Intellectual Property by it to perform its obligations under this Consultancy Services Order, will not infringe the rights of any third party;

(f) all Documentation (and any other information or advice supplied by it to the Participating Agency) and any information and data reported to the CoE will be accurate, complete and (as applicable) Fit for Purpose;

(g) there are no existing agreements, undertakings or arrangements which prevent it from entering into this Consultancy Services Order, or which would impede the performance of its obligations under this Consultancy Services Order, or that it would breach by entering into this Consultancy Services Order;

(h) it is not (and nor is any of its Personnel) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under this Consultancy Services Order; and

(i) it has not offered any inducement in connection with the entering into or negotiation of this Consultancy Services Order, and will not offer any inducement in connection with the supply of Services to the Participating Agency.

9.3 **Continuous application**

The warranties, representations and undertakings set out in clause 9.2 will be deemed to be given by the Provider continuously throughout the Term.

9.4 **Notification**

Each party will promptly notify the other if at any time during the Term it breaches any of the warranties, representations and undertakings in this clause 9.

9.5 **Other warranties excluded**

All warranties (statutory, express or implied) which are not expressly referred to in this Consultancy Services Order are excluded to the fullest extent permitted by Law.

10. Confidentiality

10.1 **Protection of Confidential Information**

(a) Subject to clauses 10.1(c) and 10.2, the Provider and the Participating Agency will treat as confidential and not disclose to any third party nor use for its own benefit any Confidential Information that is the Confidential Information of the other.

(b) The Provider will:

(i) ensure that all Confidential Information of the Participating Agency (and any backup archives containing such Confidential Information) in the possession or control of the Provider from time to time is kept secure and managed and protected and only disclosed or otherwise dealt with in accordance with this Consultancy Services Order;

(ii) not use any Agency Information for its own

purposes or for any purposes different from those contemplated by this Consultancy Services Order; and

(iii) advise the CoE in writing if any Confidential Information of the Participating Agency will be transferred or stored outside New Zealand before such information is transferred and will confirm that the requirements of this clause 10.1 will be met while such Confidential Information is stored outside New Zealand.

(c) Clause 10.1(a) does not prevent the disclosure of Confidential Information:

(i) if that information was known, or becomes known, to the public through no act or default of the recipient;

(ii) that the recipient is required by Law or parliamentary practice (including parliamentary questions) to disclose, or to a Select Committee or to a Minister of the Crown, so long as the recipient provides notice of the required disclosure promptly upon receipt of notice of the required disclosure (if it is permitted to do so by Law);

(iii) that was lawfully known to the recipient prior to the date it was received;

(iv) that becomes available to the recipient from a source other than a party to this Consultancy Services Order, provided that the recipient has no reason to believe such source is itself bound by an obligation of confidence to the person that disclosed that information or is otherwise prohibited under Law from disclosing such information;

(v) to any Professional Adviser for the purposes of rendering professional services to a party in relation to this Consultancy Services Order;

(vi) to the extent that such disclosure is authorised by this Consultancy Services Order; or

(vii) if such disclosure is approved for release with the consent of the party from whom the Confidential Information is first received.

10.2 **Limited disclosure**

(a) The Provider may, subject to clause 10.2(d), disclose the Confidential Information of the Participating Agency to its Subcontractors, Personnel, Related Entities and Professional Advisers who need to know the same for the sole purpose of enabling the Provider to perform its obligations and exercise its rights under this Consultancy Services Order.

(b) The Participating Agency may, subject to clause 10.2(d), disclose the Confidential Information of the Provider to its third party suppliers, Personnel and Professional Advisers and any other Participating Agencies (including the CoE) who need to know the same in connection with the Services.

(c) The Provider will not disclose the Participating Agency's Confidential Information to any of its Subcontractors, Related Entities or Professional Advisers, and the Participating Agency will not disclose the Provider's Confidential Information to any of its third party suppliers or Professional Advisers, unless the recipient has given a written confidentiality undertaking to the disclosing party in terms substantially similar to those set out in this clause 10.

(d) Any undertaking given pursuant to clause 10.2(c) will be provided to the other party to this Consultancy Services Order on request.

11. Intellectual Property

11.1 **Intellectual Property owned by Provider**

(a) The Participating Agency acknowledges that all:

(i) Intellectual Property held by the Provider before the Commencement Date;

(ii) Intellectual Property developed independently from this Consultancy Services Order by the Provider, and that is not developed, commissioned or created under or in connection with this Consultancy Services Order; and

(iii) adaptations and modifications to the Intellectual Property described in clauses 11.1(a)(i) and (ii),

remains the Provider's sole and exclusive property (**Provider IP**).

(b) To the extent that the Participating Agency needs to use any of the Provider IP to receive the full benefit of the Services, the Provider grants to the Participating Agency a royalty-free, non-exclusive licence (including, if agreed in this Consultancy Services Order, the right to sublicense) to use, copy, modify and distribute during the Term any Provider IP provided to the Participating Agency by or on behalf of the Provider.

11.2 **Intellectual Property owned by Participating Agency**

(a) The Provider acknowledges that the Participating Agency or its licensor has, and continues to have, sole and exclusive ownership of all Intellectual Property rights in all of the Agency Information together with all adaptations and modifications of such Agency Information (**Pre-contract Participating Agency IP**).

(b) All Intellectual Property created or developed by the Provider or its employees or Subcontractors in performing the Services and developing the Documentation will be owned by the Participating Agency from the date the Intellectual Property is created or developed (**Post-contract Participating Agency IP** and, together with the Pre-contract Participating Agency IP, the **Participating Agency IP**).

(c) If the Provider (or any of its Subcontractors) has under any Law any right in or claim to any of the Participating Agency IP or holds any of the Participating Agency IP, the Provider (by itself and for its Subcontractors):

(i) assigns to the Participating Agency all of its rights, title and interest in and to the Participating Agency IP from the date it was created or developed; and

(ii) waives all right of lien or similar rights as may now or later be claimed in the Participating Agency IP; and

(iii) waives all of its moral rights under Part 4 of the Copyright Act 1994 in the Participating Agency IP,

and the Provider will sign all documents and do all acts and things that are necessary to give effect to this clause 11.2(c).

(d) To the extent that the Provider needs to use any of the Participating Agency's IP for the purpose of performing its obligations under this Agreement, the Participating Agency grants to the Provider, subject to any written direction given by the Participating Agency, of a royalty-free, non-exclusive, non-transferable licence to use and store the Participating Agency's IP for the sole purpose of performing its obligations under this Consultancy Services Order during the Term.

11.3 **Intellectual Property owned by third parties**

(a) To the extent that the Provider needs to use any Intellectual Property held or owned by a third party (**Third Party IP**) in performing the Services under this Consultancy Services Order, the Provider will use its best endeavours to obtain the fullest rights of use and licence of that Third Party IP (on terms and at a cost to be agreed with the Participating Agency) as are necessary for the performance of those Services for the benefit of the Participating Agency.

(b) The Participating Agency acknowledges that the Provider may have limited ability to obtain rights and/or a licence to use any Third Party IP and, where the Provider, using its best endeavours, cannot obtain appropriate rights and/or a licence for the Participating Agency to use that Third Party IP, the warranty in clause 9.2(e) applies.

12. Liability

12.1 Indemnity

(a) The Provider will, to the extent permitted by Law, indemnify the Participating Agency against all Losses suffered or incurred by the Participating Agency as a result of any:

(i) unlawful, malicious or negligent act or omission by the Provider;

(ii) personal injury, sickness, death or loss of, or damage to, tangible property due to an act or omission of the Provider; or

(iii) any other breach by the Provider of its obligations under this Consultancy Services Order.

(b) The Provider will, subject to clause 12.1(c), indemnify the Participating Agency against all Losses suffered or incurred by the Participating Agency as a result of any claim that the possession or use of any Intellectual Property supplied or licensed by the Provider, or the use of any Intellectual Property used to provide the Services, infringes any third party's rights.

(c) The Provider will have no liability under clause 12.1(b) to the extent that any IP Claim arises from any:

(i) modification by the Participating Agency of any item of Intellectual Property supplied or licensed by the Provider without the approval of the Provider;

(ii) use by the Participating Agency of Intellectual Property supplied or licensed by the Provider for any purpose disallowed by this Consultancy Services Order or the applicable Intellectual Property licence (but only if the licence has been provided to the Participating Agency prior to such use); or

(iii) use of Intellectual Property used to provide the Services if and to the extent that Intellectual Property was supplied by the Participating Agency.

12.2 IP Claims

(a) In the event of a claim under clause 12.1(b) (an **IP Claim**):

(i) the Participating Agency will give the Provider notice of the IP Claim as soon as practicable and, to the extent permissible by Law, permit the Provider (at the Provider's cost) to handle all negotiations for settlement and to control and direct any litigation that may follow (**Control of the IP Claim**);

(ii) if the Provider has Control of the IP Claim:

(A) the Participating Agency will provide all reasonable assistance to the Provider (at the Provider's cost) in the handling of any

negotiations and litigation; and

(B) the Provider will keep the Participating Agency informed of the defence or negotiations of the IP Claim and diligently conduct any litigation or negotiations, using competent counsel and in a manner that does not adversely affect the name or reputation of the Participating Agency;

(iii) the Provider will not enter into any settlement or compromise in relation to the IP Claim without the prior written consent of the Participating Agency (which will not be unreasonably withheld); and

(iv) the Provider will notify the CoE of the IP Claim, and the outcome within 5 Business Days of the claim being concluded.

(b) If any IP Claim disrupts the Participating Agency's use or enjoyment of a Service, the Provider will (unless otherwise requested by the CoE), at its own expense and at its option, immediately:

(i) obtain for the Participating Agency the legal right to continued use of the infringing materials; or

(ii) replace, modify or resupply the infringing materials so that there is no further infringement, without adversely affecting the performance or functionality of those materials.

12.3 **Maximum liability of Participating Agency**

In addition to its obligation to pay the Charges, the maximum aggregate liability of the Participating Agency to the Provider under or in connection with this Consultancy Services Order will be, in respect of all Losses, limited to the total Charges paid and payable under this Consultancy Services Order.

12.4 **Maximum liability of the Provider**

The maximum liability of the Provider to the Participating Agency for all Losses under or in connection with this Consultancy Services Order in respect of all claims will not exceed:

(a) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 Provider, the greater of:

(i) 10 times the total Charges paid and payable under this Consultancy Services Order;

(ii) $5,000,000; and

(iii) any greater amount or multiple set out in this Consultancy Services Order;

(b) in relation to the sub-categories for which the Provider has been appointed as a Tier 2 Provider, the greater of:

(i) 10 times the total Charges paid and payable under this Consultancy Services Order;

(ii) $2,000,000; and

(iii) any greater amount or multiple set out in this Consultancy Services Order; and

(c) in relation to the sub-categories for which the Provider has been appointed as a Tier 3 Provider, the greater of:

(i) 10 times the total Charges paid and payable under this Consultancy Services Order;

(ii) $1,000,000; and

(iii) any greater amount or multiple set out in this Consultancy Services Order.

12.5 **No double dipping**

A party to this Consultancy Services Order (or the CoE acting on behalf of the Participating Agency in accordance with the Services Agreement) cannot recover for the same Loss under both this

Consultancy Services Order and the Services Agreement.

12.6 **Exclusions on liability**

The limitations on liability set out in clauses 12.3 and 12.4 will not limit the liability of:

(a) the Provider under clauses 12.1(a) and 12.1(b) (other than in respect of negligent acts or omissions under clause 12.1(a)(i) and breach by the Provider of its obligations under this Consultancy Services Order under clause 12.1(a)(iii), which are subject to the limitations of liability in clauses 12.3 and 12.4);

(b) the Provider for any fraudulent act or omission; or

(c) either party for any breach of confidentiality.

12.7 **Categories of loss**

(a) Irrespective of how liability arises, neither the Provider nor the Participating Agency will, under any circumstances, be liable for any indirect loss or damage (including consequential loss) arising under or in connection with this Consultancy Services Order.

(b) The Participating Agency will not, under any circumstances, be liable for any loss of profits or loss of revenue suffered by the Provider in connection with this Consultancy Services Order.

12.8 **Force majeure**

(a) The Provider and the Participating Agency will not be liable to the other for any failure to perform its obligations under this Consultancy Services Order during the time and to the extent that such performance is prevented, wholly or substantially, by reason of any Force Majeure Event.

(b) The party subject to the Force Majeure Event (the **non-performing party**) must:

(i) notify the other party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event, including the extent of its inability to perform, an estimate of the time likely to be required to overcome the Force Majeure Event and the steps the non-performing party will take to comply with clauses 12.8(b)(ii) and 12.8(b)(iii);

(ii) use all reasonable endeavours to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other party; and

(iii) use all reasonable endeavours to perform its obligations under this Consultancy Services Order as far as is practicable,

and the Participating Agency will not be required to pay Charges to the extent that the Provider fails to perform its obligations to the Participating Agency due to a Force Majeure Event.

(c) If the non-performing party affected by the Force Majeure Event is the Provider, the Participating Agency may, to the extent that any Service requested by the Participating Agency under this Consultancy Services Order has not been delivered and delivery has, or will be, delayed by the Force Majeure Event, terminate this Consultancy Services Order, by notice to the Provider within five Business Days following receipt by the Participating Agency of notice of the Force Majeure Event, at no cost to the Participating Agency, subject to the Participating Agency paying for Services delivered up to the date of the Force Majeure Event.

12.9 **Insurance**

(a) During the Term and for a period of two years following the termination of this Consultancy Services Order, the Provider will, at its own expense, ensure that it maintains

adequate insurance in respect of its potential liability for loss or damage under this Consultancy Services Order in accordance with Industry Best Practice, but as a minimum the Provider must hold:

(i) professional indemnity insurance;

(ii) public liability insurance in respect of the Services provided under this Consultancy Services Order; and

(iii) other insurance to cover standard commercial risks (including in respect of Documentation which is the property of the Participating Agency and in the Provider's possession or control).

(b) The Provider will, at the Participating Agency's request, promptly provide satisfactory evidence that it has complied with its obligations in this clause 12.9.

13. Dispute resolution

13.1 **Dispute**

In the event of any dispute, difference or question arising out of, or in connection with, this Consultancy Services Order or its formation (a **dispute**):

(a) the Participating Agency and the Provider will each use its best efforts to resolve the dispute through good faith negotiations and informal dispute resolution techniques, and will continue to perform its obligations under this Consultancy Services Order as far as possible as if the dispute had not arisen, pending final settlement of the dispute; and

(b) neither the Participating Agency nor the Provider will commence any formal proceedings relating to the dispute unless it has complied with clause 13.2.

13.2 **Escalation**

(a) The Participating Agency and the Provider will each advise its respective Representative (or equivalent person) of a dispute on the day that the dispute arises.

(b) The Representatives will use their best efforts to resolve the dispute in accordance with clause 13.1(a).

(c) If the dispute is not resolved:

(i) within 10 Business Days, the dispute will be escalated to senior representatives of the Provider and the Participating Agency with delegated authority to resolve the dispute; and

(ii) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, within a further 10 Business Days, the dispute will be escalated to the CoE's Manager, All-of-Government Contracts and the Provider's Chief Executive.

13.3 **Mediation**

(a) If a dispute is not resolved under clause 13.2, either party may, by written notice to the other, refer the dispute to mediation, or they may agree in writing to refer the dispute to mediation.

(b) The mediation will be conducted by a single mediator in accordance with the terms of the Resolution Institute Standard Mediation Agreement and at a fee to be agreed by the parties.

(c) If the parties fail to agree on the identity of the mediator and/or the mediator's fee within five Business Days of referral of the dispute to mediation, the mediator will be chosen, and the mediator's fee determined, by the chairperson for the time being of Resolution Institute (or his or her nominee).

13.4 **Urgent relief**

Nothing in this clause 13 will preclude either party from taking immediate steps to seek urgent relief before a New Zealand court.

14. Termination

14.1 **Termination of Consultancy Services Order**

The Participating Agency may terminate this Consultancy Services Order:

(a) for convenience by giving the Provider at least one month's prior written notice;

(b) by notice to the Provider with immediate effect on the date of termination specified in that notice, if the Provider commits a Material Breach which is:

(i) not capable of being remedied (and, for the avoidance of doubt, paragraphs (a) and (b) of the definition of "Material Breach" are deemed incapable of being remedied); or

(ii) capable of being remedied but which is not remedied to the satisfaction of the Participating Agency within 10 Business Days following the date of receipt by the Provider of the Participating Agency's notice of the Material Breach;

(c) in accordance with clause 4.1(e) (Conflict of Interest); or

(d) in accordance with clause 12.8(c) (Force Majeure Event).

14.2 **Consequences of termination or expiry**

(a) In the event of termination or expiry of this Consultancy Services Order, the Participating Agency will not be obliged to make any payment to the Provider except for any Charges payable for Services supplied pursuant to this Consultancy Services Order before the effective date of expiry or termination.

(b) Termination or expiry will not, unless otherwise provided in this Consultancy Services Order, affect:

(i) any rights and remedies available to either party which have accrued up to and including the date of termination or expiry; and

(ii) the provisions of this Consultancy Services Order which expressly, or by their nature, survive termination or expiry, including clauses 15 (Entire agreement), 10 (Confidentiality), 11 (Intellectual Property), 12 (Liability), 13 (Dispute Resolution), 14.2 (Consequences of termination or expiry) and 16 (General) and Schedule 1 (Definitions);

(iii) the continued application of clauses of the Services Agreement which expressly, or by their nature, are intended to continue to apply to this Consultancy Services Order after termination or expiry of this Consultancy Services Order, including clauses 1.4 (Precedence) and 15 (Audit).

(c) After expiry or termination of this Consultancy Services Order for any reason, each party will, within five Business Days of receiving notice from the other party, return all Documentation, Confidential Information or other property belonging to the other party (or destroy such Confidential Information, if requested), except if such Documentation, Confidential Information or other property is required to be retained by any Law.

15. Entire agreement

15.1 **Entire agreement**

(a) This Consultancy Services Order is intended to be read in conjunction with the Services Agreement. The provisions of the Services Agreement (not already included in this Consultancy Services Order) which confer rights, obligations or benefits on the parties or the CoE in respect of this Consultancy Services Order are intended to apply to this Consultancy Services Order.

(b) Subject to clause 15.1(a), no other terms or conditions, including any

conditions of sale, invoices or any other communication not included in this Consultancy Services Order (**Communication**), will be incorporated into this Consultancy Services Order, even if at some later date the other party (including, in the case of the Participating Agency) signs or otherwise purports to accept those terms and conditions or the terms of that Communication.

(c) For the avoidance of doubt, and without limiting clauses 15.1(a) and 15.1(b):

(i) any Communication which is expressed or intended to operate as an indemnity, warranty, representation, undertaking, condition or other term of such a nature is hereby disapplied and excluded from this Consultancy Services Order; and

(ii) any part of this Consultancy Services Order which describes the nature, scope, price or manner of delivery of Services will, subject to clause 15.1(c)(i), form part of this Consultancy Services Order, but only to the extent that it does not conflict with any other part of this Consultancy Services Order.

16. General

16.1 **Interpretation**

The rules of interpretation set out in clause 19.1 of the Services Agreement apply to this Consultancy Services Order.

16.2 **Relationship of the parties**

Nothing expressed or implied in this Consultancy Services Order will be deemed to constitute either party as the partner, agent, or joint venturer of the other party.

16.3 **Costs**

A party who has an obligation to do anything under this Consultancy Services Order will perform that obligation at its own cost, unless a term of this Consultancy Services Order expressly provides otherwise.

16.4 **Assignment**

Neither party may assign, novate, transfer or otherwise dispose of the whole or any part of its rights and obligations under this Consultancy Services Order without first obtaining the other party's consent (which will not be unreasonably withheld or delayed).

16.5 **Public disclosures**

Subject to clause 10, all public disclosures by the Provider relating to this Consultancy Services Order, including the fact of its existence (but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements), will be co-ordinated with, and must first be approved in writing by, the Participating Agency prior to release.

16.6 **Notices**

(a) Unless otherwise specified in this Consultancy Services Order, each notice or other communication under this Consultancy Services Order will be made in writing and delivered by post, personal delivery or email to the addressee at the addressee's postal address, physical address or email address (as applicable) and marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the addressee.

(b) The Provider's postal address, physical address and email address is set out in the Provider Database and may be amended by the Provider at any time.

(c) The Participating Agency's postal address, physical address and email address is as notified by the Participating Agency to the Provider and may be amended by the Participating Agency at any time.

(d) A notice or other communication will be deemed to be received:

(i) in the case of a letter sent to the addressee's postal

address, on the third Business Day after posting;

(ii) in the case of personal delivery, on receipt; and

(iii) in the case of an email, at the time the email leaves the communications system of the sender, provided that the sender:

(A) does not receive any error message relating to the sending of the email at the time of sending; and

(B) has obtained confirmation that the email has been delivered to the recipient (which confirmation may be in the form of an automated delivery receipt from the communications system of the recipient),

on the Business Day on which it is dispatched or, if dispatched after 5 p.m. (in the place of receipt), on the next Business Day after the date of dispatch.

16.7 **Severability**

If any term or provision of this Consultancy Services Order is held to be illegal, invalid or unenforceable it will be severed from this Consultancy Services Order without affecting the legality, validity or enforceability of the remaining provisions.

16.8 **Waiver**

(a) Neither party will be deemed to have waived any right under this Consultancy Services Order unless the waiver is in writing and signed by the parties.

(b) Any failure or delay by a party to exercise any right or power under this Consultancy Services Order will not operate as a waiver of that right or power.

(c) Any waiver by a party of any breach, or failure to exercise any right, under this Consultancy Services Order will not constitute a waiver of any subsequent breach or continuing right.

16.9 **Remedies cumulative**

Except as is expressly stated otherwise in this Consultancy Services Order:

(a) the rights, powers and remedies provided in this Consultancy Services Order are cumulative and are not exclusive of any rights, powers or remedies provided by Law or under this Consultancy Services Order; and

(b) the exercise of any rights, powers and remedies provided in this Consultancy Services Order will not prejudice the exercise of any other right, power or remedy under this Consultancy Services Order or existing at Law.

16.10 **Counterparts**

This Consultancy Services Order may be signed in two counterparts, each of which will be deemed an original, but both of which together are to constitute a single instrument.

16.11 **Governing law and jurisdiction**

(a) This Consultancy Services Order is governed by, and will be construed in accordance with, the laws of New Zealand.

(b) Subject to clause 13, each party irrevocably submits to the exclusive jurisdiction of the New Zealand courts for the purpose of hearing and determining any dispute under, or in connection with, this Agreement.

SCHEDULE 1: DEFINITIONS

In this Consultancy Services Order, unless the context otherwise requires:

Administration Fee means the amount referred to in clause 8.6;

Agency Information means all:

(a) information and records belonging to the Participating Agency that are supplied to or collected by the Provider for the purpose of enabling the Provider to perform its obligations under this Consultancy Services Order;

(b) compilations of data created by a Participating Agency or the Provider for the purposes of this Consultancy Services Order; and

(c) legal names, logos, trademarks, brands or images of the Participating Agency, including all related Intellectual Property of the Participating Agency and the New Zealand Coat of Arms or any other coat of arms or emblem used by the Participating Agency,

but excluding the Provider's working papers;

Annexure means any document physically attached to a Schedule and identified as such and any other document incorporated by reference in any part of this Consultancy Services Order (other than an Annexure);

Appointment Letter means the letter issued to the Provider by the CoE, as amended or reissued from time to time, confirming (among other things) the Provider's appointment as an All-of-Government provider of consultancy services and detailing the terms and conditions of the appointment (including the Services and the applicable Tier(s));

Business Day means any day of the year other than a Saturday, a Sunday or a public holiday (as defined in section 44 of the Holidays Act 2003) observed at the location of the Participating Agency;

Charges means the amount payable by Participating Agencies for Services and includes Fees and Expenses, as described in Schedule 2 (Pricing) and agreed in this Consultancy Services Order;

CoE means the Ministry of Business, Innovation and Employment, the Centre of Expertise for Consultancy Services;

Commencement Date is the date on which this Consultancy Services Order is signed by both parties or, if two dates, the later date;

Confidential Information means:

(a) all information and trade secrets already communicated or subsequently communicated under or in connection with this Consultancy Services Order, including information obtained during the negotiation of this Consultancy Services Order or in the performance of this Consultancy Services Order and information on the Provider Database;

(b) any information about the business or property of either party including any information:

(i) relating to the financial position of that party;

(ii) concerning that party's suppliers and customers; or

(iii) relating to that party's internal management, structure, Personnel or strategies;

(c) the terms of this Consultancy Services Order; and

(d) Agency Information;

Conflict of Interest means any matter, circumstance, interest or activity of the Provider, its Personnel or Subcontractors, arising by whatever means that directly or indirectly conflicts with:

(a) the duties of the Provider and any of its Personnel or Subcontractors to the Participating Agency; or

(b) the interests of the Participating Agency in relation to this Consultancy Services Order or otherwise in respect to the provision of consultancy services to the Participating Agency either before or after the Commencement Date;

or otherwise impairs or might appear to impair the ability of the Provider (or any of its Personnel or Subcontractors) to provide the Services to the Participating Agency under this Consultancy Services Order diligently, independently, impartially and in the best interests of the Participating Agency;

Consultancy Services Order means this service order relating to the supply of Services issued by the Participating Agency;

Contract Quarter means a period of three consecutive months commencing on 1 January, 1 April, 1 July or 1 October;

Control means, in relation to the Provider or any ultimate or intermediate holding company or Holding Entity of the Provider, the power to:

(a) manage, directly or indirectly, the operation of the business; or

(b) control, directly or indirectly, the composition of the board of directors or board of management or equivalent governing body,

of the Provider or such ultimate or intermediate holding company or Holding Entity, whether through the ownership of voting securities, by contract or otherwise, and for these purposes "holding

company" will have the same meaning as in section 5 of the Companies Act 1993;

Documentation means all advice, communications, documentation (including information on the Provider Database) and reports (whether in paper, electronic, audio or audio-visual format) relating to, or provided as part of, the Services together with additions, modifications to, and replacements of, that documentation, but excludes the Provider's working papers;

Estimate means an estimate of the total Charges for the Services required by the Participating Agency;

Expense means any actual and reasonable out-of-pocket costs incurred by the Provider in the delivery of the Services and agreed to in this Consultancy Services Order, and includes any freight and related costs, travelling and incidental expenses and other costs, disbursements, fees, charges and expenses directly or indirectly incurred by the Provider;

Fees means the amount payable by the Participating Agency to the Provider for its time spent delivering the Services calculated on the basis of the Rates, excluding Expenses;

Fit for Purpose means, in relation to any Service or Documentation to be provided by the Provider to the Participating Agency, that such Services or Documentation are, in descending order of priority, fit for the purpose(s):

(a) expressly made known in writing by the Participating Agency to the Provider (including in this Consultancy Services Order); or

(b) for which the Provider, given its knowledge of the Participating Agency and understanding why the Services or Documentation are required, has reason to expect such Services or Documentation to be used;

Force Majeure Event means an event or circumstance beyond the reasonable control of either party which makes it impossible or illegal to perform, or prevents compliance with, or the performance of, a party's obligations under this Consultancy Services Order, including:

(a) fire, floods, tsunami, storms, tempest, earthquake or other act of God;

(b) any act of a public enemy, war, riot, or act of civil or military authority;

(c) nuclear, chemical or biological contamination; and

(d) subject to paragraph (g) of this definition, any act of a third party engaged in subversive or terrorist activity or sabotage,

but does not include an event to the extent that:

(e) the effect of that event could have been substantially prevented, avoided or overcome or mitigated by:

  (i) implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between the parties or which a party has represented it has in place; or

  (ii) exercising a reasonable standard of care; or

  (iii) using information provided by the other party or which is available in the public domain; or

(f) it is an event for which the party affected is or was directly responsible; or

(g) that event is constituted or caused by any act or omission of Personnel or a Subcontractor unless and to the extent that the Personnel or Subcontractor was itself affected by an event, which if it occurred in relation to either party would have been a Force Majeure Event; or

(h) that event is constituted or caused by an Insolvency Event or the insolvency of a Subcontractor or lack of funds for any reason;

GST means goods and services tax under the Goods and Services Tax Act 1985;

Holding Entity means a trust, unit trust, partnership, limited partnership, unincorporated joint venture or other body corporate or unincorporated body of persons that Controls the Provider, and includes any natural person that Controls the Provider;

Industry Best Practice means the high professional standard that would reasonably be expected from a prudent and experienced provider of consultancy services in New Zealand having regard to market practice at the relevant time;

Insolvency Event means, in relation to the Provider:

(a) the presentation of an application for its liquidation that is not discharged within 30 days of its filing or which is not demonstrated to the Participating Agency prior to the expiry of that 30 day period as being an application that is frivolous or vexatious;

(b) any step taken in or toward the making of any compromise, proposal or deed of arrangement with all or some of its creditors;

(c) the appointment of a liquidator, receiver, statutory manager, administrator or similar official, to it;

(d) the suspension or threatened suspension by it of the payment of its debts;

(e) cessation by it of a whole or any relevant part of its business in New Zealand;

(f) the enforcement of any security against the whole or a substantial part of its assets; or

(g) any other insolvency event or proceedings analogous to any of the foregoing occurring in any relevant jurisdiction;

Intellectual Property means copyright, all rights in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, trade or other proprietary rights or rights derivative of those rights (including licence rights) anywhere in the world as well as any other rights in intellectual property which are recognised or protected under Law;

Law means:

(a) any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time to which a party is subject;

(b) the common law and the law of equity as applicable to the parties from time to time;

(c) any binding court order, judgment or decree;

(d) any applicable industry code of practice or conduct, convention, policy, rule or standard to which a party is bound; or

(e) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a party and that is made or given by any governmental or regulatory body having jurisdiction over a party or any of that party's assets, resources or business,

in any jurisdiction that is applicable to this Consultancy Services Order;

Losses means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis);

Material Breach means any material breach by the Provider of the terms of this Consultancy Services Order or the occurrence of any event having a material effect on the ability of the Provider to perform its obligations under this Consultancy Services Order (other than a Force Majeure Event), including:

(a) the occurrence of an Insolvency Event in relation to the Provider or the likely occurrence of an Insolvency Event;

(b) the occurrence of a change in Control of the Provider or any ultimate or intermediate holding company or Holding Entity of the Provider that the CoE has not previously approved (acting reasonably);

(c) any representation or warranty made by the Provider in terms of this Consultancy Services Order being found to be untrue or incorrect; and

(d) any failure on the part of the Provider to comply with, observe or perform any of the terms of this Consultancy Services Order in circumstances where that contract breach or that contract breach together with other contract breaches is considered by the Participating Agency on reasonable grounds to cause the Provider to be unable or unwilling, or be likely to be unable or unwilling, to perform its obligations under this Consultancy Services Order;

Maximum Rates means the maximum Rates payable to the Provider for providing the Services, as recorded in the Provider Database, excluding Expenses;

Panel means the All-of-Government panel of providers who provide consultancy services to Participating Agencies, including any sub-panel, as detailed on www.procurement.govt.nz;

Participating Agency means the Participating Agency that is a party to this Consultancy Services Order;

Participating Agencies means each of the CoE and every other Eligible Agency that is a party to the memorandum of understanding between the CoE and all other Participating Agencies relating to the management of their relationship with each other and with the Provider in relation to the Services, as amended from time to time;

Personnel includes partners, principals, directors, employees, agents, officers and individual independent contractors;

Professional Adviser means any accounting, legal, procurement or technical professional;

Provider Database means the IT platform described in Schedule 7 (Provider Database) to the Services Agreement;

Quote means a fixed price, capped price or other pre-agreed basis for establishing the Charges for Services required by the Participating Agency where the Provider is prevented from increasing the

Charges without the prior written consent of the Participating Agency;

Rates means the rates (whether hourly, daily or weekly or other time-related basis) payable to the Provider for providing the Services, determined in accordance with Schedule 2 (Pricing), excluding Expenses;

Related Entity means a related company under the Companies Act 1993 (New Zealand) or a related body corporate under the Corporations Act 200, provided that any reference in the Companies Act 1993 to a "company" is deemed to include any partnership, body corporate, association or other entity, whether corporate or unincorporated, irrespective of the place of incorporation or registration of that partnership, body corporate, association or other entity;

Representative has the meaning given in paragraph 3.1 of Schedule 5 (Governance) to the Services Agreement);

Service Level means a required standard for the Provider's performance of its obligations under this Consultancy Services Order, as described in Schedule 3 (Performance Measurement);

Service Level Default means a failure by the Provider to meet one or more Service Levels;

Services means the consultancy services provided from time to time under the terms of this Consultancy Services Order;

Services Agreement means the All-of-Government services agreement relating to the supply of Tier 1 and 2 consultancy services between the CoE and the Provider;

Subcontractor means any person to whom the Provider has subcontracted any part of its obligations under this Consultancy Services Order or who is a supplier to the Provider in respect of this Consultancy Services Order and includes the employees and subcontractors of that person and **Subcontract** will be construed accordingly;

Term means the period commencing on the date that this Consultancy Services Order is signed by both parties and ending on the earlier of:

(a) the date on which the Services are completed in accordance with this Consultancy Services Order; and

(b) the date on which this Consultancy Services Order is terminated in accordance with its terms; and

Tiers means any of **Tiers 1** and **Tiers 2** for which members of the Panel are appointed and, in respect of the Provider, means the Tier(s) the Provider is appointed to as detailed in the Appointment Letter.

SCHEDULE 2: PRICING

1. Introduction

This Schedule sets out general principles underlying the Charges.

2. Principles

2.1 **Participating Agency will only pay for Services ordered**

(a) The Provider will invoice the Participating Agency for the Charges in accordance with clause 8.3 of this Consultancy Services Order.

(b) The Participating Agency will only pay for Services that it orders in accordance with this Consultancy Services Order.

2.2 **No minimum volume**

The Participating Agency is not required to meet a minimum aggregate expenditure or volume level for any Services.

2.3 **No interest**

No interest will be payable on any amount due to the Provider under this Consultancy Services Order.

2.4 **Rates**

(a) The Fees are calculated on the Rates, being either the Rates that are recorded on the Provider Database or, subject to paragraph 3, a different Rate as negotiated between the Provider and Participating Agency and recorded in this Consultancy Services Order.

(a) The Maximum Rates are the maximum amounts payable by the Participating Agency for the Services.

3. Charges

The Charges payable by the Participating Agency for Services must not include any Fees invoiced at Rates higher than the

Maximum Rates recorded in the Provider Database.

SCHEDULE 3: PERFORMANCE MEASUREMENT

1. Introduction

This Schedule describes, in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider:

(a) the Service Levels; and

(b) how performance against Service Levels will be measured and reported.

2. Service Levels

2.1 Format

Each Service Level is described in Annexure A using the following format:

Parameter	Description
Description	Description of what the Service Level will measure
Purpose	Why it is important to Participating Agencies that the Service Level is met
Calculation	Method for calculating the Service Level
Service Level	The performance standard that the Provider is required to meet or exceed

2.2 **Service Levels must be met**

(a) At all times during the Term, the Provider will, in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, perform its obligations to meet or exceed the Service Levels.

(b) The Provider acknowledges that any failure to meet the Service Levels may have a significant impact on the Participating Agency.

2.3 **Changes to Service Levels**

(a) From time to time during the Term, the CoE and the Provider may negotiate in good faith to add, delete or modify then-existing Service Levels to reflect changes in the Participating Agencies' requirements or objectives.

(c) Any changes to Service Levels will be effected in accordance with clause 10 of the Services Agreement.

3. Performance measurement

3.2 **Failure to meet Service Levels**

If the Provider fails to achieve one or more of the Service Levels in any Contract Quarter in respect of this Consultancy Services Order, it will:

(a) take such steps and do all things necessary, as soon as possible, to correct the failure; and

(a) notify the Participating Agency of the reasons for the failure and the steps that the Provider is taking to ensure that the failure is not repeated; and

(b) consider whether the Charges for the Services that are subject to the Service Level Default should be reduced to reflect the lower value of the Services provided.

Annexure A: Service Levels

Parameter	1. Services Fit for Purpose
Description	Were the Services subject to this Consultancy Services Order Fit for Purpose?
Purpose	To ensure Services provided are Fit for Purpose.
Calculation	The Participating Agency will advise whether the Services are Fit for Purpose as part of the Agency Satisfaction Survey.
Service Level	100% of Services delivered to the Participating Agency must be Fit for Purpose.

Parameter	2. Timely Performance of Services
Description	Did the Provider perform the Services subject to this Consultancy Services Order within the timeframe recorded in this Consultancy Service Order (or as amended by agreement from time to time)?
Purpose	To ensure on-time provision of Services requested under a Consultancy Services Order.
Calculation	The Provider is required to report on this metric as part of the reporting requirements in Schedule 6 (Reporting) to the Services Agreement.
Service Level	The Provider must deliver all Services subject to this Consultancy Services Order within the agreed timeframe for delivery recorded in this Consultancy Services Order including any variation to the timeframe recorded in Part D of this Consultancy Services Order.

Parameter	3. Services Performed to budget
Description	Were the Charges for the Services subject to this Consultancy Services Order within the Estimate or Quote recorded in this Consultancy Services Order?
Purpose	To ensure Services requested under a Consultancy Services Order are performed on or under the Provider's Estimate or Quote.
Calculation	The Provider is required to report on this metric as part of the reporting requirements in Schedule 6 (Reporting) to the Services Agreement.
Service Level	The Provider must deliver all Services subject to this Consultancy Services Order within the agreed Estimate or Quote recorded in this Consultancy Services Order including any variation to the Estimate recorded in Part D of this Consultancy Services Order.

Procurement Approval Memo (PAM)

The Purpose of this memo is to ensure you have considered the commercial implications of this purchase, and followed a robust method including consideration for budget, process and policy approval for buying goods or services, including Professional Services Panel engagements, with a whole of life cost of over **$100,000**.

Unless you have been authorised in writing by Commercial Services that their endorsement is not required, the completed form is to be signed in the order set out in the Endorsement and Approval section and sent to Commercial Services as per the PAM process on 1840.

Note on Conflicts of Interests

Under the SSC Model Standards[1] and the DIA Code of Conduct (section 6.8), you are obliged to manage **Conflicts of Interests** when engaging with suppliers and maintain **confidentiality** during the process of selecting a supplier. **By completing, or signing this PAM, you acknowledge your obligations under the Code of Conduct in relation to this memo.**
Completing a Conflicts of Interest form is the expected way to capture that there are no actual, potential or perceived Conflicts of Interests. If you have any Conflicts of Interest (as defined in the Code of Conduct – section 6.8) please complete the Conflicts of Interest form to be returned with the PAM to the Procurement drop box.

Requestor Details

1. Date	7/11/2025	**2. PAM Ref #**	
3. Prepared by	Siobhan Farquhar		
4. Requestor	Myles Ward Noting that those endorsing or approving this document make their own declaration, I confirm that every other person involved in the supplier assessment and/or selection and decision process (e.g. anyone who participated in deciding which supplier to recommend, or excluded from recommending, or defining the requirements needed by DIA), *and* the selected supplier *and* any contingent workers they are providing under the contract: ☐ Have declared there are no actual, potential or perceived Conflicts of Interests, and I can provide proof of this if required. **OR** ☐ Have declared any actual, potential or perceived Conflicts of Interests and have been appropriately managed going forth, with completed Conflicts of Interest forms, including the Management Plan (Page 3), to be dropped to the Procurement drop box. File all COI declarations and relevant documentation with your Project, If you need assistance, please contact		
5. Budget Holder	Myles Ward		
6. Deputy Secretary	Myles Ward		
7. Others involved in the procurement decision	Require access to the documents once filed: Richard Ashworth, Monica Greenan, Chris Blackford, Siobhan Farquhar, Tessa Houghton, Phil Weir, Tessanna Imrie, Danielle Finnie		
8. Copies to	Commercial Services		
9. Branch	☐ Enterprise Services ☑ Digital Services ☐ Regulatory and Identity Services ☐ Partnerships and Commissions ☐ Policy and Te Tiriti ☐ NEMA		
10. Business Unit	Office of the Deputy Secretary		

[1] Extract from SSC Conflict of Interest model standards: Organisations need to ensure that people who are applying for a role or contract (including those applying for senior leadership roles, casual or contract staff, secondees, consultants, board members or volunteers) are alert to the possibility of conflicts of interest and disclose these prior to appointment. Organisations may need to take a potential conflict of interest into account when considering an individual's suitability for a role.

11. Type of engagement	☑ Initial ☐ Extension (if there was an initial engagement under $100K, please select extension)
12. Consultation with Commercial Services	Have you already discussed this PAM with someone in Commercial Services? ☐ Yes ☑ No If yes, please note who that was:
13. Consultation with DSS (only applicable for IT hardware/software services)	Have you already discussed this PAM with someone in DSS? ☐ Yes ☑ No If yes, please note who this was:

Panel Agreement

14. Is this a Panel Agreement?	☑ Yes – Select from list below ☐ No – Go to Requirements section
15. Please tick the relevant Panel	Existing All of Government (AoG), Syndicated or GCIO Panel agreements from which to buy services ☐ Creative and Media Services (AoG) ☑ Consultancy Services (AoG) ☐ Talent Acquisition Services (AoG) ☐ Construction Consultancy Services (AoG) ☐ Property Consultancy Services (AoG) ☐ ICT Common Capability Services (GCIO Panel) ☐ Marketplace ☐ Other panel agreement ***(please insert which one here)***

Requirements

16. Purpose of memo	The purpose of this Procurement Approval Memo is to seek the necessary endorsements and approvals, create an appropriate audit trail on the decision, and to engage the supplier noted below based on the details provided in this Procurement Approval Memo.
17. Project Name (*if applicable*)	GCDO Centralising Digital Investment and Procurement
18. Is this retrospective? ***Is the approval/endorsement being sought after the commitment to the supplier has been made? If yes, provide an explanation here why endorsement was not sought prior.***	☑ Yes ☐ No If yes, and if the contract is already signed, please provide a copy of the contract along with this PAM and provide an explanation here why endorsement was not sought prior. Endorsement was not sought prior due to the urgency required for this engagement (December Report back to Cabinet).
19. Background to requirements – ***What has created the need for the requirements and how does this fit into the services that DIA provides?*** ***What is the reason you cannot resource these internally?***	The Department of Internal Affairs Digital Services Branch/GCDO has approached Deloitte to support the development of the detailed Implementation Plan for the centralisation of Digital Investment and Procurement. This work is part of the broader report back to Cabinet that GCDO is providing on behalf of the Minister for Digitising Government in December 2025, as outlined in the Cabinet paper 'Driving down the cost of digital across government'. GCDO's end goal is a digitally enabled public sector that can operate more efficiently and effectively, by leveraging common platforms, shared capabilities, and integrated infrastructure to deliver consistent, high quality, joined up digital services to New Zealanders. This work will support a cohesive, system wide digital direction and enable new operating models across the public sector. This work will also build upon the current work and functions of GCDO and the role it plays across the public sector and with other central agencies. It will clearly show the 'shifts' from the existing model to the new model, and the services required to deliver the function. Background will be provided to Deloitte by the GCDO team, as required as the work progresses. Key principles that support this work include:

	• Supporting the evolving Digital Government Target State • Supporting the achievement of efficiencies and savings (ROI) • Driving standardisation and unification • Taking a phased pragmatic approach • Balancing scale with flexibility • Fostering clear responsibility and ownership models • Delivering in a way that supports acceleration, building momentum, and credibility • Considering how GCDO can improve processes, not just relocate them • Wider outcomes, such as system security and resilience, economic development, and sustainability • Building transparency and accountability The outputs of the initial work are required by late October/early November 2025, to allow for engagement and refinement of inputs into the Cabinet paper report back being prepared by GCDO. Further work may be required through to end of November 2025.
20. Contract Deliverables ***Role description, deliverables, performance standards***	Deloitte will support GCDO to create/support the outputs below and provide commentary for GCDO's consideration: • Support GCDO development of a detailed Implementation Plan for: o Centralising Government Digital Investment o Centralising Government Digital Procurement o GCDO's role, functions and services for centralised oversight and decision making for digital investment and procurement o Any shifts of responsibility/services to GCDO that may be required in relation to Treasury, NZGP and agencies, including a matrix view of these responsibilities and services • Support for inputs into the December Cabinet Report Back: o Cabinet paper content (description of the new centralised model, functions, phasing). o A3 attachment for the Cabinet paper that outlines the model. o Development of key principles for Digital Investment and Procurement, including developing a single view of the customer, the use of proto-typing, agile and modular development, and the use of Cloud wherever practical and at lowest cost. o Detailed Implementation Plan that includes: a clear scope for the proposal, criteria for GCDO involvement, and detail of where net benefits are expected and how these will be realised, measured and managed o Other collateral to support engagement with Ministers, central agencies and other stakeholders, as required.

Sourcing & Selection

21. Is this compliant with the Procurement Policy and GPRs?	☑ Yes this is fully compliant, or this is an allowable deviation from Government Procurement Rules (GPR) or the DIA Procurement Policy. Detail provided below: This purchase order is broadly consistent with the Government Procurement Rules (GPR) and DIA Policy and All of Government (AoG) panel guidance/rules – with the exceptions, and rationale noted below. ☐ No this is not compliant with the Government Procurement Rules or the DIA Procurement Policy. Nevertheless, rationale as to why this should be endorsed is provided below: The contracted work is under $100K, and the supplier is on the AoG panel, however – no contestable open market tender process was undertaken due to the supplier being an existing contract supplier and there being a strong rationale for the supplier to support the work that it had previous involvement of (and the size and nature of the deliverables requiring a supplier who has some level of background knowledge of the GCDO and the direction of travel) of the work programme.
22. Selection of Supplier/ approach to market	The decision was taken to not approach the open market for several key reasons: • the size of the contract being under $100k; • the nature of the services being sought. The contract is a short/sharp piece of insights and assurance within the context of a wider sprint • the knowledge the supplier has over the GCDO Work Programme and specifically the development of a Government Digital Target State and an implementation plan. This included pro bono work undertaken by the supplier on the development of the Target State – Services. These reasons ruled out other suppliers as they would not have sufficient background information or understanding of GCDO direction and Work Programme around the Government Digital Target State.

	Other suppliers would be highly unlikely to be capable of providing the rapid insights and assurance required for this specific work and would require extensive support and FTE hours from GCDO to get them up to an adequate level of knowledge required.
23. Is the supplier you have selected a Māori business?	☐ Yes ☑ No The supplier is not registered as Māori business and the nature of the services they are provides does not require any specific expertise in this area.
24. Is the proposed Supplier new to DIA?	☑ Supplier is already in DIA's purchasing system, as DIA has used them before. ☐ Supplier is new to DIA and will require set up. (Note: a new supplier may be challenged, as DIA may already have a suitable supplier). If this is not known, leave blank and Commercial Services will assess.
25. How did you assess suitability in representing Public Value? ***(required for over $100K and recommended for under $100K).***	The supplier was assessed as suitable for this work for the specific background they have with regard to the wider Work Programme (i.e. development of a Government Digital Target State), their expertise around digital government both in NZ and internationally, and their expertise with programme assurance.
26. Price Negotiation	The negotiated contract was based upon access and availability of key SME's from the supplier who were involved in the specific GCDO Work Programme (and therefore had the knowledge required to rapidly pick up this short piece of work).
27. What type of contract are you planning to use?	☑ SoW, TSO, CSO, PSO, CMSO, etc. (contract used to commit to using a panel agreement/ MSA/Umbrella agreement/Master agreement) ☐ GMC ☐ Other (please insert what type of contract) ☑ Already signed (note this makes the PAM retrospective, and an explanation is provided in the "is this retrospective" box above, please attach a copy).
28. COI disclosure from supplier and or contractor/consultant	You may wish to use this form. ☑ Yes The supplier has provided a COI form for the wider GCDO work programme that they are involved in.
29. Reference check for contractors	☐ Yes The supplier is on the AoG Supplier Panel and was involved in the wider GCDO work programme preceding this short piece of work. Therefore reference checks were not required for this specific piece of work. The supplier has a strong and enduring reputation for digital government expertise both in New Zealand and internationally.
30. Payroll Only (only applicable if this engagement is for payroll only through the AoG Recruitment Panel)	☐ Yes, this is a payroll only engagement via the AoG Talent Acquisition Services panel ☑ N/A In a payroll only scenario, there is no contractual relationship between DIA and the Independent Contractor through the TSO, which is why a specific contract with the Independent Contractor is required. When the TSO is entered with a Recruitment Provider for the provision of payroll-only services most of the T&Cs in the MSA are not covered. The TSO only covers the payroll services, and the Independent Contractor's services are not covered. Therefore, an additional contract with the contractor for the services would be required.

Risks & Mitigation

31. Describe the risks for this contract/agreement and explain how you will mitigate these	The key risks with this work are that the supplier does not provide sufficiently detailed insights and/or assurance, and/or in a manner that supports the Draft Implementation Plan. This risk primarily reflects the phase of the overarching programme of work and the information and artefacts GCDO has available to provide to the supplier to do their job. Because the Plan will require extensive ongoing work over multiple quarters, and there are a number of unknowns and dependencies, the risk is known and managed accordingly.
32. Exit strategy	☐ AoG Panel Agreement ☐ GMC ☐ Other – Please specify Please explain your exit strategy if the contract is no longer required.

Engagement & Financial Summary

33. Supplier Name	Deloitte			
34. Contractor Name(s) *(if applicable)*	n/a			
35. Period or Term of Initial Engagement	13/10/2025 Start Date	28/11/2025 End Date		
36. Period or Term of Extension (*remove if not required or add extra lines as required)*	Click here to enter a date. Start Date	Click here to enter a date. End Date		
37. Provider fee Percentage *(for Professional Services)*	%			
38. Hourly or Daily Rate (*if applicable*)	$ ☐ Hourly ☐ Daily			
39. Whole of life Cost	Initial Engagement ($69,344 + $693.44 administration fee)	$70,037.44		
40. Funding Source	☐ Opex ☐ Capex ☐ Other – Please state If your funding source is Capex, a business case may be required. Refer to EPMO's 1840 page for further information.			
41. Cost Centre/Project Code	1501	**41. Company Code**	☑ 1100 ☐ 1200	**42. Statistical Order Code** *(if applicable)*

Endorsement and Approval

1. Commercial Services (Procurement) Endorsement ***(leave blank)***

☐ This approach complies with DIA's policies and procedures

☐ This approach complies with GPR

☐ This approach does not comply with DIA's policies, procedures and/or GPR, but is endorsed

☐ This approach is not endorsed (provide further explanation)

☐ This engagement requires a contract

Manager Commercial Services

- All non-compliant PAMs
- PAMs with a whole of life cost $5M+ (including retrospective)

Relevant Commercial Services Team Leader

- PAMs with a whole of life cost between $250K-$5M
- Retrospective PAMs with a whole of life cost less than $5M

Relevant Commercial Procurement Manager (CPM)

- PAMs with a whole of life cost less than $250K

Relevant Commercial Procurement Advisor (CPA)

- PAMs with a whole of life cost less than $100K

☐ I declare I have no actual, potential or perceived Conflicts of Interests, and I can provide proof of this if required – *if there is a COI please complete a Conflicts of Interest form including the management plan and send to procurement@dia.govt.nz or ask the requestor to drop this in to the document set for this engagement.*

Role	Name	Title	Signature	Date
Commercial Services				

2. Resource Manager - *ICT only*

☐ I declare there are no actual, potential or perceived Conflicts of Interests, and I can provide proof of this if required – *if there is a COI please complete a* **Conflicts of Interest form including the management plan** *and send to procurement@dia.govt.nz or ask the requestor to drop this in to the document set for this engagement*

Role	Name	Title	Signature	Date
Resource Manager (ICT only)				

3. DFA/Budget Holder

☐ I have the approved and allocated budget to pay for this purchase as per the Delegations Policy, and I approve the need for this requirement

☐ I have, or will, completed all the appropriate HR steps including Police and security checks and delegations as advised by HR – *if required*

☐ I declare there are no actual, potential or perceived Conflicts of Interests, and I can provide proof of this if required – *if there is a COI please complete a* **Conflicts of Interest form including the management plan** *and send to procurement@dia.govt.nz or ask the requestor to drop this in to the document set for this engagement*

Role	Name	Title	Signature	Date
DFA/Budget Holder:	Myles Ward	Deputy Secretary		

4. Branch Deputy Secretary - for all Contractor and Consultancy engagements

☐ I declare there are no actual, potential or perceived Conflicts of Interests, and I can provide proof of this if required – *if there is a COI please complete a* **Conflicts of Interest form including the management plan** *and send to procurement@dia.govt.nz or ask the requestor to drop this in to the document set for this engagement*

Role	Name	Title	Signature	Date
Branch Deputy Secretary:	Myles Ward	Deputy Secretary		

NOTE: Effective 1st January 2020, as required under the Government Procurement Rules (rule 48), PAMs with a whole of life cost greater than $100K, will have the details of the decision published on GETS (Government Electronic Tender Service). This information is available to any registered user of GETS and will include the value, scope, rational and supplier.