Public Service Commission
Te Kawa Mataaho

14 October 2026

9(2)(a) privacy

9(2)(a) privacy

Official Information Act Request
Our Ref: OIA 2026-0278

I refer to your Official Information Act 1982 (OIA) request received by the Public Service Commission Te Kawa Mataaho (the Commission) on 23 September 2026 for:

> *"…the following information under the Act, in relation to the rapid review of the Ministry of Justice announced by the Minister of Justice on 5 August 2026, to be conducted by Debbie Francis and Steve Haszard:*

1 *The terms of reference for the review.*

2 *All documents recording how the reviewers were identified, selected and appointed, including any shortlist, candidate options, selection criteria, procurement documents, or advice to the Commissioner or the Minister on reviewer selection.*

3 *As at the date of receiving this letter, the names of people for interview*

4 *The reviewers' contracts or letters of engagement, fees or daily rates, and total budgeted cost.*

5 *All conflict-of-interest declarations made by each reviewer, and any conflict-of-interest assessment or management plan prepared by the Commission, including, in Mr Haszard's case, in respect of his current directorship of Meredith Connell (as stated in the Beehive release of 24 July 2026 announcing his appointment to the NZTA board) and his former roles at that firm and at WorkSafe New Zealand.*

6 *Any correspondence between the Commission and the office of the Minister of Justice / Minister for the Public Service concerning the selection of the reviewers.*

7 *The Commission's policy or guidance applied when appointing external reviewers, including how conflicts of interest are assessed."*

Information being released – parts one, four, six and seven

Please find enclosed the following documents in scope of parts one, four, six and seven of your requests.

Item	Document Description	Decision
Part one		
1	Terms of Reference: Rapid Performance Improvement Review (PIR) of the Ministry of Justice's Operational Delivery Functions	Released in full
Part four		
2	Master Contract for Services PIR and Investigation Panel - Ms Debbie Francis	Released in part
3	Statement of Work – Review of Ministry of Justice Operations - Ms Debbie Francis	Released in part
4	Master Contract for Services PIR and Investigation Panel - Mr Steve Haszard	Released in part
5	Statement of Work – Review of Ministry of Justice Operations - Mr Steve Haszard	Released in part
Part six		
6	Potential Lead Reviewers *This document was provided to the Minister's office and was used to support a discussion. There were no other documents provided to the Minister on this matter.* *Please also note the statement "The potential options below remain subject to Ministerial approval, evaluation, vetting and availability" at the top of the document is inaccurate. Reviewer appointments do not require Ministerial approval, although feedback may be sought from the Minister or Minister's office as part of the process.*	Released in part
Part seven		
7	**INTERNAL POLICY** - Conflicts of Interest	Released in full
8	**INTERNAL POLICY** - Procurement	Released in full

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 being released - part two

Procurement of Lead Reviewers for the Commission

The Commission maintains a Lead Reviewer Panel to support the delivery of both Performance Improvement Reviews (PIRs) and Investigations. These assignments are complex and require reviewers with the expertise, experience, credibility and judgement necessary to operate effectively in complex and sensitive environments and engage confidently with Chief Executives, senior leaders, Ministers and other stakeholders. The current Panel was established following a GETS RFP process undertaken in late 2025.

Maintaining a sufficiently capable and available Panel is important to ensure the Commission can establish reviewer teams with the appropriate skills and experience, while retaining flexibility to match reviewers to the specific requirements of individual PIRs and Investigations.

Experience has shown that the pool of suitably qualified Lead Reviewers is limited and that reviewer availability can be challenging, particularly where multiple PIRs or investigations are underway concurrently, assignments must commence within tight timeframes, or conflicts of interest arise.

Recognising these challenges, the Lead Reviewer Panel was established as an open panel, enabling additional members to be appointed where capability, capacity or availability gaps are identified. Any additional appointments are subject to an assessment and moderation process consistent with that used during the original Request for Proposal process. This helps ensure appointments are made through a fair, transparent and consistent process while enabling the Commission to maintain a Panel with the skills and capacity required to support future PIRs and Investigations.

The selection criteria are included in the original RFP document– for PIR Lead Reviewers the criteria cover chief executive and/or board chair experience; operational or policy leadership experience; analytical and drafting capability; integrity and ability to handle confidential information; and strategic and stakeholder management skills. Once appointed to the Panel, a Lead Reviewer can be identified and appointed to a specific review via a Statement of Work.

Appointment of Debbie Francis and Steve Haszard

In the early scoping stages of the MOJ Review, a number of individuals were identified as potentially having the required skills, expertise and credibly required to undertake the review. The potential options were identified and discussed with the Minister (document titled 'Potential Lead Reviewers') which was used to support this discussion. The potential options included Debbie Francis and Steve Haszard, who were subsequently appointed by the Commissioner as Lead Reviewers for the MOJ Review following the completion of the necessary established procurement processes.

Listed in the table below are the memorandums' appointing Debbie Francis and Steve Haszard to the Panel.

Item	Date	Document Description	Decision
9	12 May 2026	**MEMORANDUM** to Heather Baggott: Appointment of Reviewers to the Performance Improvement Review Panel	Released in part
10	31 July 2026	**MEMORANDUM** to Hugo Vitalis: Appointment of…Steve Haszard to the Commission's Lead Reviewer Panel	Released in part

Part five – Conflicts of interest

As with all reviews, we request broad declarations from Lead Reviewers for the Commission to consider and when necessary, manage any perceived, potential, or actual conflicts of interest as appropriate.

Please find outlined in the table below the declarations made to the Commission by the Lead Reviewers concerning the government agencies covered by the terms of reference for this inquiry. We have decided to release the relevant information to you in a summary form as enabled by section 16(1)(e) of the OIA.

Declaration	Organisation	Additional Information
Debbie Francis	Ministry of Justice	Has a relative who is an employee at the Ministry of Justice. Management plan in place.
Steven Haszard	Crown Law	Personal relationship with a Crown Solicitor. Management plan in place.

Steve Haszard	Meredith Connell Law Firm	Former Managing Partner (ended June 2023) and Former Independent Director (ended June 2026). Consultancy services on occasion provided to Meredith Collins. Management plan in place.

Information being withheld – part three

There is information covered by your request that I have decided to withhold in full under section 9(2)(b)(ii) of the OIA which is to protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information would be likely otherwise to damage the public interest.

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

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

Terms of Reference

Public Service Commission
Te Kawa Mataaho

RAPID PERFORMANCE IMPROVEMENT REVIEW OF THE MINISTRY OF JUSTICE'S OPERATIONAL DELIVERY FUNCTIONS

Purpose

These Terms of Reference set out the approach for undertaking a rapid Performance Improvement Review of the Ministry of Justice's operational delivery functions.

Context

The Government has signalled a strong focus on improving the performance of the justice system, including supporting community safety, reducing victimisation, strengthening public confidence in institutions and ensuring New Zealanders can access justice in a timely and effective manner.

The Ministry of Justice's operational delivery functions play a central role in delivering these outcomes. Through the administration of courts and tribunals and the delivery of frontline justice services across New Zealand, the Ministry contributes to a justice system that is accessible, timely and responsive to the needs of New Zealanders. The performance of these functions directly influences the experience of victims, witnesses and other court users, and supports the effective progression of cases through the courts and tribunals.

The Ministry operates in a complex and demanding environment. It must manage changing volumes and complexity of work, maintain service delivery across a nationwide court and tribunal network, support the effective progression of cases, and work closely with the judiciary and justice sector partners.

The Ministry supports the operation of a separate branch of government (the judiciary). The effective operation of the system within which the courts and tribunals operate is also shared across a number of agencies with differing levels of statutory independence. In undertaking the Review, regard will be had to the respective responsibilities of the judiciary and the Ministry as set out in the *Principles observed by the Judiciary and Ministry of Justice in the Administration of the Courts* (2018).

Responsibility for operational delivery is shared across a number of Ministry functions, supported by a range of enabling services. Delivering strong operational performance requires effective leadership, workforce capability, clear accountability, robust performance management disciplines, reliable operational information and a sustained focus on continuous improvement.

The Ministry is also undertaking a significant transformation of court operations through Te Au Reka. The programme is intended to modernise court processes, introduce new digital systems and improve the accessibility, efficiency and effectiveness of court services. Successfully implementing this transformation while maintaining reliable frontline services will be critical to supporting improved justice outcomes over the long term and is a key consideration in this Review.

The Review is also being undertaken against a backdrop of heightened public scrutiny of the Ministry in relation to its handling of the employment matter involving former employee Russell Harrison.

Objective

Within this context, the Public Service Commission is undertaking a rapid Performance Improvement Review to assess how well placed the Ministry's operational delivery functions, leadership, operating model, capability, systems and performance disciplines are to deliver sustained improvements in operational performance, successfully implement major change, and support the Government's priorities across the justice sector.

Scope

The Review will apply an adapted version of the Public Service Commission's Performance Improvement Review methodology.

The Review will focus on the Ministry's operational delivery functions, including court and tribunal administration, frontline justice services, operational performance, workforce capability, service delivery, organisational management and supporting systems. It will not include the independent functions of the Legal Services Commissioner or where staff work at the direction of the judiciary.

Responsibility for operational delivery extends across a range of Ministry functions and the Review may therefore consider wider organisational settings where they have a material impact on operational performance and delivery outcomes.

The Review will not examine the merits of individual employment decisions or specific employment matters. It may, however, consider organisational responses, changes and improvements implemented as a result of lessons identified through previous events where these are relevant to the Ministry's operational performance, leadership, governance or organisational capability.

The Review will consider four core areas, as outlined below.

Priority Area One: Future Excellence Horizon

The Review will assess what is required of the Ministry's operational functions over the medium term, including:

- the performance challenge facing the Ministry's operational delivery functions over the medium term, and the leadership, capability, workforce and organisational changes required to deliver sustained improvements in operational performance and service delivery
- the contribution Government and New Zealanders require from the Ministry's operational services
- the operational capability needed to support a timely and effective justice system
- the leadership, operating model and workforce required to deliver that contribution.

Priority Area Two: Results

The Review will assess how effectively the Ministry's operational delivery functions (noting the scope parameters set out above) are delivering results, including:

- improving court and tribunal timeliness, case progression and throughput
- reducing avoidable delays in case progression, including scheduling, readiness and registry bottlenecks that contribute to court, tribunal and registry backlogs
- maintaining reliable, accessible and consistent court and tribunal services across New Zealand
- improving the quality of service and experience for victims, witnesses, defendants, and the public
- improving operational productivity, efficiency and use of resources
- using data, digital tools and process improvement to strengthen service delivery and operational decision-making
- contributing to the Government's justice priorities, including timely access to justice, improved public confidence and better system performance.

Priority Area Three: Organisational Management

The Review will assess whether the Ministry has the management settings and disciplines required to deliver reliable court and tribunal services, improve performance and implement major operational change. It will focus on:

- **Operational leadership and accountability** – whether leadership structures, responsibilities and accountabilities are clear, support effective management of court and tribunal operations, and maintain sustained attention on service performance and improvement.
- **Performance and delivery management** – whether leaders have clear service standards, meaningful performance measures and reliable operational information to manage demand, timeliness, workload, productivity and service quality.
- **Operational decision-making and controls** – whether delegations, decision rights, escalation pathways and internal controls enable timely decisions, effective oversight and clear accountability for operational and resource-management decisions.
- **Workforce capacity, capability and culture** – whether the Ministry's operational delivery functions have the leadership depth, workforce capacity, skills, deployment arrangements and performance culture required to manage demand, maintain reliable services and implement change.
- **Financial and resource management –** whether the Ministry's operational delivery functions have a robust approach to managing funding, expenditure and resources to support frontline delivery and demonstrate value for money, including effective financial planning, budget management, procurement, commercial disciplines, contract management and oversight of third-party providers.

- **Service improvement and digital transformation –** whether operational improvement is systematic and whether process redesign, Te Au Reka and other digital initiatives are being translated into measurable improvements in service accessibility, timeliness, quality and efficiency.
- **Resources, data and investment** – whether funding, assets, technology, data and investment are aligned with operational priorities and used effectively to support frontline delivery, manage demand and strengthen future capability.
- **Risk and assurance** – whether operational, workforce, financial, digital and delivery risks are identified early, escalated appropriately and actively managed; and whether assurance provides senior leaders with confidence that critical services, controls and major change programmes are operating and being delivered as intended.

Priority Area Four: Ministry Response to Matters Arising from Staff Suspended on Leave

The Review will provide an assessment on the extent to which the Ministry has responded to issues arising from the Harrison matter through improvements to its governance, systems, controls and assurance arrangements for managing matters involving staff suspended on leave. It will consider whether the Ministry has appropriate frameworks, policies, oversight mechanisms and organisational capability in place to support effective decision-making, risk management and accountability. The Review will also consider how lessons arising from the Harrison matter have informed organisational improvements and strengthened the Ministry's approach to managing similar matters in the future.

Deliverables and timeframes

The Review will produce a short, focused report that sets out:

- the Review’s key findings against the agreed scope
- an assessment of how well the Ministry of Justice is positioned to advance the Government’s justice priorities and support a well-functioning justice system
- the main strengths, risks and capability gaps identified across the Ministry’s operational delivery functions through the Review
- a prioritised set of recommendations, including immediate and medium-term actions
- proposed next steps for the Ministry and the Commission to consider.

Lead Reviewers

The Public Service Commission will appoint two external Lead Reviewers to support the Commission in undertaking the Rapid Review in accordance with these Terms of Reference.

Lead Reviewers will collectively bring experience in organisational leadership, operational management, performance improvement, workforce and people leadership, risk and assurance, financial management, digital transformation and governance.

At least one Lead Reviewer will have significant experience within the justice sector or in the leadership of large operational service delivery organisations.

Cost recovery

The costs of the Rapid Review will be recovered in accordance with the Public Service Commission's approach to funding Performance Improvement Reviews.

Confidentiality

The Review will require access to organisational, operational and performance information, including material that may be sensitive or confidential.

Information provided for the Review will be used only for the purposes of undertaking the Review and preparing its findings and recommendations. Interview material will be treated in confidence and reported by theme, rather than attributed to individuals, unless otherwise agreed.

Master Contract for Services
PIR and Investigation Panel

Te Kawa Mataaho
Public Service Commission

Master Contract no:

The Parties

Public Service Commission	**(Buyer)**
1 Bowen Street, Wellington 6011	
and	
Debbie Francis Ltd	**(Supplier)**
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The Master Contract

Agreement

1. The Buyer and the Supplier agree that from time to time they may enter into a Statement of Work (SOW) for the provision of Services by the Supplier to the Buyer. Each SOW will set out the description of the Services, Deliverables, Charges, and quality controls and will be substantially in the form set out in Attachment 1.
2. This Master Contract does not impose any obligation on the Buyer to purchase any Services from the Supplier unless those services are the subject of a SOW. The Buyer does not guarantee any minimum level of business by entering into this Contract.
3. Any SOW that may be entered into by the Parties under this Master Contract will be governed by and subject to the terms and conditions set out in this Master Contract.
4. The Parties acknowledge that the Buyer may, in its sole discretion, engage any person(s) or organisation(s) to carry out services similar to the Services or to carry out any other work.

The documents forming this Contract are:

1. This page	**Page 1**
2. Master Contract Details	**Schedule 1**
3. Terms and Conditions	**Schedule 2**
4. Attachments described at Schedule 1	
5. Any SOW entered into under this Master Contract.	

How to read this Contract

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

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
(signature)		Debra Francis (signature)	
name:	Heather Baggott	**name:**	Debra Jane Francis
position:	Deputy Public Service Commissioner	**position:**	Principal
date:	13/5/2026	**date:**	15 May 2026

Schedule 1
Master Contract Details

Start Date	04 May 2026	**Reference Schedule 2 clause 1**
End Date	22 March 2031	**Reference Schedule 2 clause 1**
Renewal	The Buyer may renew this Contract 1 time, for an additional period of one year.	**Reference Schedule 2 clause 1**

Contract Managers Reference Schedule 2 clause 4		**Buyer's Contract Manager**	**Supplier's Contract Manager**
	Name:	Heather Baggott	Debra Jane Francis
	Title / position:	Deputy Public Service Commissioner	Principal
	Phone:	9(2)(a) privacy	9(2)(a) privacy
	Email:	Heather.Baggott@publicservice.govt.nz	

Addresses for Notices Reference Schedule 2 clause 14		**Buyer's address**	**Supplier's address**
	For attention of:	Heather Baggott	Debbie Francis
	Position:	Deputy Public Service Commissioner	Principal
	Delivery address:	1 Bowen Street, Wellington, 6011	9(2)(a) privacy
	Postal address:	PO Box 329 Wellington 6140	As above
	Email:	Heather.Baggott@publicservice.govt.nz	9(2)(a) privacy

Supplier's Approved Lead Reviewer and/or Investigator Reference Schedule 2 clause 2.5		**Approved Lead Reviewer and/or Investigator**
	Name:	Debra Jane Francis
	Position:	Principal
	Approved roles:	Lead Reviewer

Fees
Reference Schedule 2 clause 3

The Daily Fee Rates for the Approved Lead Reviewer and/or Investigator in relation to each Statement of Work entered into under this Contract are:

Name	Approved Role	Daily Fee Rate (excl GST)
Debra Jane Francis	Lead Reviewer	9(2)(b)(ii) prejudice commercial position

Attachments
Page 1
Reference Schedule 2 clause 2.4(c)

Attachment 1: Statement(s) of Work (PI Review) and (PI Development) and (Investigations) template

Schedule 2

Terms and Conditions

1. Length of Contract

1.1 This Contract starts on the Start Date. Services must not be delivered before the Start Date.

1.2 This Contract ends on the End Date.

Renewal

1.3 The Buyer may extend the End Date for the number of times, and for the additional period (Additional Period) set out in Schedule 1 by giving the Supplier Notice at least 40 Business Days before the then current End Date (Extension Notice).

1.4 If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

Statement of Work term

1.5 Each Statement of Work will commence on its Statement of Work Start Date and continue until the Statement of Work End Date unless terminated earlier. If a Statement of Work End Date extends beyond this Contract's then End Date, the Statement of Work continues on the terms of this Contract until that Statement of Work End Date. Services under a Statement of Work must not be delivered before the Statement of Work Start Date.

2. The Services

Both Parties' obligations

2.1 Both Parties agree to:
- a. act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other
- b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
- c. notify each other immediately of any actual or anticipated issues that could:
  - i. significantly impact on the Services or the Charges and/or
  - ii. receive media attention, and
- d. comply with all applicable laws and regulations.

Buyer's obligations

2.2 The Buyer must:
- a. provide the Supplier with any information it has reasonably requested to enable the delivery of the Services
- b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services. All decisions and approvals must be given within reasonable timeframes, and
- c. pay the Supplier the Charges for the Services as long as the Supplier has delivered the Services and invoiced the Buyer, all in accordance with this Contract.

Supplier's obligations

2.3 The Supplier must deliver the Services:
- a. on time and to the required performance standards or quality set out in a Statement of Work or reasonably notified by the Buyer to the Supplier from time to time
- b. within the amounts agreed as Charges, and
- c. with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry

2.4 The Supplier must:
- a. ensure that its Personnel have the necessary skills, experience, training and resources to successfully deliver the Services
- b. provide all equipment and resources necessary to deliver the Services, and
- c. comply with:
  - the Standards of Integrity and Conduct issued by the Public Service Commissioner (see https://www.publicservice.govt.nz/guidance/standards-of-integrity-and-conduct)
  - the Supplier Code of Conduct (see https://www.procurement.govt.nz/suppliers/supplier-code-of-conduct/) and

- any other relevant codes of conduct listed in a Statement of Work or notified by the Buyer to the Supplier from time to time.

d. comply with any statutory requirements that apply to the provision of the Services.

2.5 The Supplier must use an Approved Investigator or Lead Reviewer authorised by the Buyer in Schedule 1 in delivering the Services.

2.6 Where an Approved Personnel has been authorised by the Buyer in a Statement of Work, the Supplier must use only the Approved Personnel (and no other person) in assisting the Approved Investigator or Lead Reviewer in delivering the Services.

2.7 If the Buyer considers (acting reasonably) that any of the Personnel are unsatisfactory or unsuitable then, without limiting any other rights of the Buyer, the Buyer may, by written notice require the Supplier to replace the relevant Personnel and the Supplier will do so as soon as possible at its own cost, but in any event no later than five Business Days after receipt by the Supplier of the notice.

2.8 The Supplier will deliver Services in a manner that:

a. is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
b. respects the personal privacy and dignity of all individuals.

Entering into Statements of Work

2.9 From time to time the Buyer may ask the Supplier to enter into a Statement of Work for the provision of Services, substantially in a form set out in Attachment 1.

2.10 Following receipt of a request under clause 2.9 the Supplier may accept, reject or request changes to the Statement of Work and the Buyer will make any changes reasonably requested.

Health and Safety

2.11 The Supplier must:

a. consult, cooperate and coordinate with the Buyer and, if necessary, the Subject Agency, regarding the Parties' overlapping obligations under the HSW Act, and what is required from the Supplier to assist the Buyer to comply with the HSW Act as it relates to, or affects, the Contract
b. comply, and ensure that its Personnel comply, with its and their obligations under the HSW Act as it relates to, or affects, the Contract
c. comply with all reasonable directions of the Buyer and the Subject Agency relating to health, safety and security
d. report any of the following that applies to the Supplier or the Buyer, or relates to or affects the Contract:
   - notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and
   - Protective Security Incident.

Premises

2.12 If the Supplier's Personnel is:

a. at the Buyer's premises, the Personnel must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.
b. at the Subject Agency's premises, the Personnel must observe the Subject Agency's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.

3. Charges and payment

Charges & invoices

3.1 The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses.

3.2 The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1 of the Statement of Work. The Buyer has no obligation to pay the Charges set out on an invoice, which is not a valid tax invoice. A valid tax invoice must:

a. clearly show all GST due, if any, and the Supplier's GST number and be marked Tax Invoice, if the Supplier is GST registered
b. be marked 'Invoice', if the Supplier is not GST registered
c. be in New Zealand currency

d. contain the Supplier's name, address and NZBN (if the Supplier has one)
e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
f. state the date the invoice was issued
g. provide a description of the Services supplied, including the amount of time spent in the delivery of the Services for each phase of the work if payment is based on a Daily Fee Rate
h. contain the Buyer's contract reference and cost centre code for the Statement of Work
i. state the Charges due, calculated correctly, and
j. be supported by GST receipts, if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.

Payment

3.3 If the Buyer receives a valid tax invoice the Buyer must pay that tax invoice within twenty Business Days. The Buyer's obligation to pay is subject to clauses 3.2, 3.4 and 11.10.

3.4 If the Buyer disputes a tax invoice or any part of a tax invoice that complies with clause 3.2, the Buyer must notify the Supplier within 10 Business Days of the date of receipt of the tax invoice. The Buyer must pay the portion of the tax invoice that is not in dispute. The Buyer may withhold payment of the disputed portion until the dispute is resolved.

4. Contract management

Contract Manager

4.1 The persons named in Schedule 1 as the Contract Managers are responsible for managing the Contract, including:
a. managing the relationship between the Parties
b. overseeing the effective implementation of this Contract, and
c. acting as a first point of contact for any issues that arise.

Changing the Contract Manager

4.2 If a Party changes its Contract Manager it must tell the other Party, in writing, the name and contact details of the replacement within 5 Business Days of the change.

5. Information management

Information and Records

5.1 The Supplier must:
a. keep and maintain Records in accordance with prudent business practice and all applicable laws
b. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Services
c. make sure the Records are easy to access, and
d. keep the Records safe.

5.2 The Supplier must give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, within a reasonable time of the request.

5.3 The Supplier must co-operate with the Buyer to provide information immediately if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations.

5.4 The Supplier must make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier or destroyed with its consent).

5.5 The Supplier must make sure that Records provided by the Buyer or created for the Buyer, are securely managed and securely destroyed on their disposal.

Reports

5.6 The Supplier must prepare and give to the Buyer the reports stated in Schedule 1 of the Statement of Work, by the due dates stated in Schedule 1 of the Statement of Work.

Legal advice

5.7 The Supplier must promptly provide the Buyer with copies of any legal advice obtained in relation to the provision of the Services (as it constitutes Crown legal advice). Legal advice obtained in relation to the provision of the Services does not include any legal advice obtained by the Supplier in relation to its rights and responsibilities under this Contract.

5.8 The Supplier must not waive privilege in relation to any legal advice obtained in relation to the provision of the Services, without first obtaining consent from the Buyer to do so.

6. The contractual relationship

Independent contractor

6.1 Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Supplier is responsible for the liability of its own, and its Personnel's, salary, wages, holiday or redundancy payments and any GST, corporate, personal and withholding taxes, ACC premiums or other levies attributable to the Supplier's business or the engagement of its Personnel.

Neither Party can represent the other

6.2 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

6.3 Notwithstanding clause 6.2, an Approved Investigator acts pursuant to a delegation from the Public Service Commissioner and is able to exercise the Commissioner's statutory powers pursuant to that delegation.

Inability to transfer rights or obligations

6.4 The Supplier may not transfer any of its rights or obligations under this Contract.

7. Subcontractors

Rules about subcontracting

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

The Supplier's responsibilities

7.2 The Supplier is responsible for ensuring the suitability of any Subcontractor and the Subcontractor's capability and capacity to deliver that aspect of the Services being subcontracted.

7.3 The Supplier must ensure that:
- a. each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
- b. any subcontract it enters into is on terms that are consistent with this Contract.

7.4 The Supplier continues to be responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted.

8. Insurance

Where insurance is a requirement

8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise.

8.2 If it is specified in any Statement of Work that the Supplier must have insurance then the Supplier must:
- a. hold the insurance as specified in the Statement of Work, with a reputable insurer, and maintain that insurance cover for the term of the Statement of Work and for a period of 3 years after the End Date, and
- b. provide a certificate confirming the nature of the insurance cover and proving that each policy is current, within 10 Business Days of a request from the Buyer.

9. Conflicts of Interest

Avoiding Conflicts of Interest

9.1 The Supplier warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract.

9.2 The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligation to tell the Buyer

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

10. Resolving disputes

Steps to resolving disputes

10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Contract. The following process will apply to disputes:
- a. a Party must notify the other if it considers a matter is in dispute
- b. the Contract Managers will attempt to resolve the dispute through direct negotiation
- c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
- d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.

10.2 If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
- b. on the terms of the Resolution Institute Mediation Rules, and
- c. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.

10.3 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.

Obligations during a dispute

10.4 If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

Taking court action

10.5 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless court action is necessary to preserve a Party's rights.

11. Ending this Contract

Termination by the Supplier

11.1 The Supplier may terminate this Contract by giving 20 Business Days' Notice to the Buyer, if the Buyer fails to pay Charges that are properly due, and are not in dispute under clause 3.4. The Charges must be overdue by 20 Business Days and the Supplier must have first brought this to the Buyer's attention in writing within this period.

11.2 At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract or any Statement of Work by giving 20 Business Days' Notice. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
- a. consents, the Contract or Statement of Work will be terminated on a date that is mutually agreed between the Parties, or
- b. does not consent, the Contract or Statement of Work will continue in full force as if the Supplier's Notice of termination had not been given.

11.3 The Supplier may also terminate this Contract under clause 11.10.

Termination by the Buyer

11.4 The Buyer may terminate this Contract or any Statement of Work at any time by giving 20 Business Days' Notice to the Supplier.

11.5 The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:

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

11.6 If the Buyer is entitled to terminate this Contract or any Statement of Work, it may elect to only terminate part of the Services under this Contract or that Statement of Work, in which case:

a. the Buyer will provide written notice of termination to the Supplier setting out:
    i. the Services that are to be terminated
    ii. any amendments required to this Contract and/or the relevant Statement of Work, including any corresponding reduction in the Fees, and
    iii. the date of the partial termination.
b. the Supplier will affect the Variation required to this Contract and/or relevant Statement of Work on the date and the manner specified in the Buyer's notice of partial termination.

Termination by a Party if a breach has not been remedied

11.7 If a Party fails to meet the requirements of this Contract (defaulting Party) and the other Party (non defaulting Party) reasonably believes that the failure can be remedied, the non-defaulting Party must give a Notice (default Notice) to the defaulting Party.

11.8 A default Notice must state:

a. the nature of the failure
b. what is required to remedy it, and
c. the time and date by which it must be remedied.

11.9 The period allowed to remedy the failure must be reasonable given the nature of the failure.

11.10 If the defaulting Party does not remedy the failure as required by the default Notice, the non-defaulting Party may terminate this Contract immediately by giving a further Notice.

11.11 If the Buyer gives a default Notice to the Supplier, the Buyer may also do one or both of the following things:

a. withhold any payment of Fees due until the failure is remedied as required by the default Notice, and or
b. if the failure is not remedied as required by the default Notice, deduct a reasonable amount from any Fees due to reflect the reduced value of the Services to the Buyer.

Supplier's obligations on termination or expiry of this Contract

11.12 On giving or receiving a Notice of termination, the Supplier must:

a. stop providing the Services
b. comply with any conditions contained in the Notice, and
c. immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.

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

Consequences of termination or expiry of this Contract

11.14 The termination or expiry of this Contract does not affect those rights of each Party which:

a. accrued prior to the time of termination or End Date, or
b. relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination or End Date.

11.15 If this Contract is terminated the Buyer:

a. will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance that have not been incurred.

Handing over the Services on termination or expiry of this Contract

11.16 The Supplier will, within 10 Business Days of the End Date, provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer.

11.17 If the Parties agree, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services. This support may be for a period of up to 3 months from the date of termination and at a reasonable fee to be agreed between the Parties, based on the Fees and Expenses stated in this Contract.

12. Intellectual Property Rights

Ownership of Intellectual Property Rights

12.1 Pre-existing Intellectual Property Rights remain the property of their current owner.

12.2 New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created.

12.3 The Supplier grants to the Buyer (as the Crown) a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer. This licence includes the right to use, copy, modify and distribute the Deliverables.

Supplier indemnity

12.4 The Supplier warrants that it is legally entitled to do the things stated in clause 12.3 with the Intellectual Property Rights in the Deliverables.

12.5 The Supplier warrants that Pre-existing and New Intellectual Property Rights provided by the Supplier and incorporated in the Services and Deliverables do not infringe the Intellectual Property Rights of any third party.

12.6 The Supplier indemnifies the Buyer (as the Crown) in respect of any expenses, damage or liability incurred by the Buyer or the Crown in connection with any third party claim that the delivery of the Services or Deliverables to the Buyer or the Buyer's or the Crown's use of them, infringes a third party's rights. This indemnity is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

13. Confidential Information and Privacy

Protection of Confidential Information

13.1 Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:

a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services
b. if the other Party gives prior written approval to the use or disclosure
c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

13.2 The Supplier must:

a. receive, hold and deal with information consistently with the New Zealand Government's standards for classified information, and
b. restrict access to sensitive information (as defined in section 202 of the Intelligence and Security Act 2017) in accordance with those requirements.

Security

13.3 Each Party will:

a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties
b. notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other Party's Confidential Information, and
c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

Protection of Privacy

13.4 The Supplier must comply with the Privacy Act and any relevant code under that Act including:
a. ensuring that any personal information the Supplier holds about a Subject Agency Person is protected by reasonable security safeguards against loss or unauthorised access, use, modification or disclosure
b. appointing a privacy officer, and
c. having a privacy policy that includes what to do if there is a privacy breach (including procedures to escalate to the Buyer) and complies with any reasonable Buyer policy provided by the Buyer to the Supplier.

13.5 The Supplier must comply with the following privacy protocol:
a. The Supplier shall, where required by the Buyer from time to time, provide to the Buyer all information required by the Buyer about any privacy breach and near miss that relates to this Contract.
b. The Supplier must escalate a privacy breach to the Buyer using the following procedure:
i. Any breach will be notified to the Buyer's Contract Manager by phone and email as soon as the Supplier is aware of the breach.
ii. The Supplier and the Buyer will then work together to manage the consequences and implications of the breach, including in accordance with the Buyer's issues management procedures.
iii. The Supplier will not comment publicly, including to the media, about the breach without the prior written permission of the Buyer.

Obligation to inform staff

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

14. Notices

Delivery of Notices

14.1 All Notices to a Party must be delivered by hand or sent by post, courier or email to that Party's address for Notices stated in Schedule 1.

14.2 Notices must be signed or in the case of email sent by the appropriate manager or person having authority to do so.

Receipt of Notices

14.3 A Notice will be considered to be received:
a. if delivered by hand, on the date it is delivered
b. if sent by post within New Zealand, on the 5th Business Day after the date it was sent
c. if sent by post internationally, on the 9th Business Day after the date it was sent
d. if sent by courier, on the date it is delivered or
e. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.

14.4 Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

15. Extraordinary Events

No fault if failure due to an Extraordinary Event

15.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.

Obligations of the affected Party

15.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:

a. the nature of the circumstances giving rise to the Extraordinary Event
b. the extent of that Party's inability to perform under this Contract
c. the likely duration of that non-performance, and
d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of Services.

Alternative arrangements requiring immediate termination

15.3 If the Buyer, acting reasonably, requires the Services to be supplied during the period affected by an Extraordinary Event, then despite clause 15.4, the Buyer may terminate this Contract immediately by giving Notice.

Termination of Contract

15.4 If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

16. General

Changes to this Contract

16.1 Any change to this Contract is called a Variation. A Variation must be agreed by both Parties and recorded:

a. in writing and signed by both Parties, or
b. through an exchange of emails where the authors have delegated authority to approve the Variation.

This is the entire Contract

16.2 This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were verbal or in writing.

Waiver

16.3 If a Party breaches this Contract and the other Party does not immediately enforce its rights resulting from the breach that:

a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future, and
b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

New Zealand law, currency and time

16.4 This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 or a Statement of Work specifies a different currency. Dates and times are New Zealand time.

Publication of information about this Contract

16.5 The Supplier may disclose the existence of this Contract but must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.

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

Signing the Contract

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

No poaching

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

Clauses that remain in force

16.9 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information and Privacy), 14 (Notices), 16 (General) and 17 (Definitions).

Precedence

16.10 If there is any conflict or difference between the documents forming this Contract (as stated on Page 1) then the order of precedence is:

a. a Variation agreed between the Parties under clause 16.1
b. each Statement of Work
c. Schedule 1
d. any Attachment to Schedule 1
e. Schedule 2.

17. Definitions

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

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

Approved Investigator and/or Lead Reviewer A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1. The Supplier must use this person in the delivery of the Services and cannot change them.

Approved Personnel A person who is engaged by the Supplier to assist the Approved Investigator or Lead Reviewer to deliver the Services and is named in a Statement of Work. The Supplier must only use this person in the delivery of the Services under that Statement of Work and cannot change them without first obtaining the Buyer's written approval.

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

Buyer The Buyer is the Crown, also described as the Sovereign in right of New Zealand who acts by and through the government agency named as the Buyer on Page 1 of this Contract.

Charges For each Statement of Work, the total amount payable by the Buyer to the Supplier as stated in that Statement of Work. The Supplier's Charges include Fees and any Expenses stated in the Statement of Work. Charges are payable on successful delivery of the Services provided a valid tax invoice has been submitted.

Confidential Information Information including data and personal information that:

a. is by its nature confidential
b. is marked by either Party or the Subject Agency as 'confidential', 'in confidence', 'sensitive', 'restricted' or 'commercial in confidence'
c. is provided by either Party or a third party 'in confidence'
d. either Party knows or ought to know is confidential, or
e. is of a sensitive nature or commercially sensitive to either Party or the Subject Agency.

Buyer's Confidential Information includes any of the Subject Agency's information that meets one of a. to e. above.

Conflict of Interest A Conflict of Interest arises if a Party's or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

a. actual: where the conflict currently exists

b. potential: where the conflict is about to happen or could happen, or
c. perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises Page 1 (the front sheet), Schedule 1, this Schedule 2 and any other Schedule (the Master Contract), each Statement of Work and any Variation and Attachment to the Master Contract and to each Statement of Work.

Contract Manager The person named in Schedule 1 as the Contract Manager.

Crown The Sovereign in right of New Zealand and includes a Minister and a government department but does not include a Crown entity, or a State enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986.

Daily Fee Rate If the Supplier's fee rate is expressed as a Daily Fee Rate this is the fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

Deliverables A tangible output resulting from the delivery of the Services as described in a Statement of Work. A deliverable may be a document, a piece of equipment, goods, information or data stored by any means including all copies and extracts of the same.

End Date The earlier of the date this Contract is due to end as stated in Schedule 1, as may be extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date as agreed between the Parties as the date the Contract is to end.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed as described in the Statement of Work.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

a. acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster
b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo
c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, or
d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

Fees The amount payable to the Supplier for the time spent in delivery of the Services calculated using the Daily Fee Rate in Schedule 1on the basis set out in the Statement of Work, excluding any Expenses.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

HSW Act means the Health and Safety Act 2015.

Intellectual Property Rights All Intellectual Property Rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

New Intellectual Property Rights Intellectual Property Rights developed after the date of this Contract and incorporated into the Deliverables.

Notice A formal or legal communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer and the Supplier are each a Party to this Contract, and together are the **Parties**.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants, specialists, technical support and co-opted or seconded staff. It includes Approved Investigators, Approved Lead Reviewers and Approved Personnel.

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

Protective Security Incident A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information,

- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

Records All information and data necessary for the management of this Contract and the delivery of Services. Records include, but are not limited to, reports, invoices, letters, emails, official notes of meetings, photographs and other media recordings. Records do not include facilitative and transitory documents that are covered by Archives New Zealand's General Disposal Authority 7. Records can be hard copies or soft copies stored electronically.

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

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

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

Statement of Work or SOW A statement of work entered into under this Contract substantially in a form set out in Attachment 1.

Statement of Work Start Date The date a Statement of Work starts as stated in Schedule 1 of the Statement of Work.

Statement of Work End Date The date a Statement of Work ends as stated in Schedule 1 of the Statement of Work.

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

Subject Agency The government department(s) or agency(ies) to which the Services relate.

Subject Agency Person An employee, contractor or customer of the Subject Agency.

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

Variation A change to any aspect of this Contract, including to any Statement of Work, that complies with clause 16.1.

Attachment 1: Statements of Work

Statement of Work - PIR of [agency]

Te Kawa Mataaho
Public Service Commission

Master Contract no: PSNNNN **SOW no:** JNNNN

The Parties

This Statement of Work (SOW) is made under, and is subject to, a Master Contract between

Public Service Commission **(Buyer)**

and

[insert the legal name of the Supplier] **(Supplier)**

The Statement of Work

Agreement

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

The documents forming this SOW are:

1. This page **Page 1**
2. Statement of Work Details **Schedule 1**
3. Description of Services **Schedule 2**
4. Any other attachments described at Schedule 1.

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
_____ (signature)		_____ (signature)	
Name:		**Name:**	
Position:		**Position:**	
Date:		**Date:**	

Schedule 1

Statement of Work Details

Start Date	[DD Month YYYY]	**Reference Master Contract Schedule 2 clause 1.5**
End Date	[DD Month YYYY]	**Reference Master Contract Schedule 2 clause 1.5**

Supplier's Approved Lead Reviewer

Reference Master Contract Schedule 1 and Schedule 2 clause 2.5

	[Name]

Supplier's Approved Personnel

Reference Master Contract Schedule 2 clause 2.6

Name and position:	
Name and position:	

Supplier's Approved Sub-contractor

Reference Master Contract Schedule 2 clause 7

Name:	
Address:	
Specialisation:	

Description of Services

Reference Master Contract Page 1

Short Description	Performance Improvement Review (PIR) for [**insert agency name**] (the Subject Agency) and report. **[Name]**
Context	The Performance Improvement Review provides: a) A future-focused inquiry into the contribution New Zealand needs from the Subject b) A Future Excellence Horizon describing system outcomes and priority areas on which the Subject should focus to improve its future performance c) A systematic assessment of how well the Subject is positioned now, and is preparing, to achieve its Excellence Horizon d) Ratings on the Subject's current preparedness for the future including for delivery of government priorities and core functions, and key areas of organisational management. A critical element in the success of each Performance Improvement Review is the Lead Reviewers. The Performance Improvement Review is not an audit or a performance assessment. The Lead Reviewers undertake the Review on behalf of the Public Service Commission, bringing a fresh perspective to help stimulate new thinking as Public Service leaders grapple with the critical issues and challenges that lie ahead.

	The Lead Reviewers for each Performance Improvement Review are selected for complementarity of skills and experience relevant to the Subject. They will have personal credibility, strategic agility and understanding of the New Zealand Public Service, combined with commercial leadership and governance experience. They will provide constructive challenge to the Subject's leaders. The Lead Reviewers will consider information, conduct confidential interviews, agree and test their findings and author the final Performance Improvement Review report.
The PIR Team	The Approved Lead Reviewer will be jointly responsible with [insert name of other Lead Reviewer] to deliver the services set out in Schedule 2 and will do so in conjunction with the Buyer's Performance Review Manager.

Deliverables	Within the periods outlined in Schedule 2: • preliminary findings • a first draft report for factual feedback and peer review • a second draft report for feedback from the Subject Agency • if required, a third draft report • a final report • support in presenting the final report to Ministers, if required.
Performance Standards	Payment of Charges under this SOW is conditional on the reasonable satisfaction of the Buyer with the quality of the Services provided.
Prerequisite	**[Delete if not relevant/parts that aren't relevant]** The Lead Reviewer [and the Supplier's Personnel] must maintain a security clearance for the period of this SOW.
Information and Records **Reference Master Contract Schedule 2 clauses 5.4 and 5.5**	The Supplier must securely dispose of any facilitative and transitory documents related to the Services, including copies of the Subject Agency's documents provided under this SOW, in accordance with Archives New Zealand's General Disposal Authority 7.

Fees, expenses and invoices

Reference Master Contract Schedule 2 clause 3

Fees	The total Fee for the completion of the Services is $xxxxx excluding GST. This total Fee is calculated according to the approximate expected time spent on the Services and the daily fee rate of 9(2)(b)(ii) prejudice excluding GST. This amount will be paid in instalments based on the completion of key project milestones and deliverables, as detailed in Schedule 2. If the Supplier reaches the total Fee without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.	
Expenses	The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that: a. The Expenses incurred are in accordance with the Guidance – Invoicing and Expenses for Lead Reviewers b. the Buyer has given prior consent to the Supplier incurring the Expenses c. the Expense is charged at actual and reasonable cost d. the claim for Expenses is supported by GST receipts.	
Invoices	The Supplier must send the Buyer an invoice for the Fees and Expenses following the completion of the milestones detailed in the attached Guidance – Invoicing and Expenses for Lead Reviewers.	
Address for invoices	**For the attention of:**	Performance Review Manager
	Email:	Performanceimprovement@publicservice.govt.nz

Insurance

Reference Master Contract Schedule 2 clause 8	The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Master Contract

Master Contract Schedule 2 changes and additional clause/s	**None**

Attachments

Guidance as described above	Guidance - Invoicing and Expenses for Lead Reviewers

Schedule 2
Description of Services

Services	Milestone or Deliverable	Key dates	Payment (% of Total Fee)
1. Initiation stage 1.1 Provide conflicts of interest declaration 1.2 Discuss review with Public Service Commission officials			N/A
2. Scoping stage 2.1 Discuss review with Performance Review Manager and central agency officials as necessary 2.2 Receive and consider key documents and other resources prepared by the Subject and the Review team 2.3 Participate in meetings to develop the Future Excellence Horizon 2.4 Agree schedule of interviews	Meeting with central agencies on the Subject's Future Excellence Horizon, and confirmed interview list.	By [DATE]	10% ($XXXX excl. GST)
3. Interviews and insights stage 3.1 Undertake review (including interviews), form judgements about how well the Subject is positioned now, and is preparing, to achieve its Excellence Horizon across the critical areas of the Performance Improvement Model and identify the key challenge(s) 3.2 Delivery preliminary findings to the Public Service Commissioner and the Subject's Chief Executive 3.3 Engage with and empower the Subject's leaders to drive necessary changes	Completion of all scheduled stakeholder interviews. Preliminary findings presented to the Public Service Commissioner and the Subject's Chief Executive	By [DATE] By[DATE]	30% ($XXXXX excl. GST) 25% ($XXXXX excl. GST)
4. Report drafting stage 4.1 Produce first draft report for central agencies and peer review panel for consideration 4.2 Consider feedback from the peer review panel and central agencies, and provide second draft for the Subject's feedback	Submission of the first draft report (by 20 March 2026) Submission of second draft report (by 2 April 2026)	By [DATE]	25% ($XXXXX excl. GST)
5. Report finalisation stage and Close out stage 5.1 Provide advice and confirm acceptance of the Subject and central agency statements in response to the report 5.2 Consider feedback from the Subject, and any further feedback (including from Ministers) and update report accordingly 5.3 Provide a final report that is accepted by the Public Service Commissioner 5.4 If required, attend a debrief meeting with or one or more of the central agency chief executives 5.5 If required, participate in a Ministerial meeting	Final report approved by Commissioner	By [DATE]	10% ($XXXXX excl. GST)

Statement of Work for PIR Development

Te Kawa Mataaho
Public Service Commission

Master Contract no: PSNNNN **SOW no:** JNNNN

The Parties

This Statement of Work (SOW) is made under, and is subject to, a Master Contract between

Public Service Commission **(Buyer)**

and

[insert the legal name of the Supplier] **(Supplier)**

The Statement of Work

Agreement

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

The documents forming this SOW are:

1.	This page	**Page 1**
2.	Statement of Work Details	**Schedule 1**
3.	Description of Services	**Schedule 2**
4.	Any other attachments described at Schedule 1.	

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
_____ (signature)		_____ (signature)	
Name:		**Name:**	
Position:		**Position:**	
Date:		**Date:**	

Schedule 1

Statement of Work Details

Start Date	[DD Month YYYY]	Reference Master Contract Schedule 2 clause 1.5
End Date	[DD Month YYYY]	Reference Master Contract Schedule 2 clause 1.5

Supplier's Approved Lead Reviewer	
Reference Master Contract Schedule 1 and Schedule 2 clause 2.5	**[Name]**

Supplier's Approved Personnel		
Reference Master Contract Schedule 2 clause 2.6	**Name and position:**	
	Name and position:	

Supplier's Approved Sub-contractor		
Reference Master Contract Schedule 2 clause 7	**Name:**	
	Address:	
	Specialisation:	

Description of Services **Reference Master Contract Page 1**	
Short Description	Provide expert and professional services to support the ongoing development of the Performance Improvement Review (PIR) programme.
Context	The PIR Programme provides: a. Challenge to clarify system outcomes and priority areas to improve future performance b. Mentoring and support to Public Service leaders. A critical element in the success of the PIR Programme is the panel of Lead Reviewers. As a group, they bring experience and a fresh perspective to help stimulate new thinking as Public Service leaders grapple with critical issues and future challenges for the Public Service. The Lead Reviewers have personal credibility, strategic agility and understanding of the New Zealand Public Service, combined with commercial leadership and governance experience. They help to maintain and improve the quality and effectiveness of the PIR Programme through: • understanding the challenges for Public Service development, and • support to develop PIR practice through sharing experience, and contributing to peer review, occasional workshops and other initiatives to improve the effectiveness of the PIR and the PIR Programme.
Deliverables	As set out in correspondence and emails when specific activities are arranged: • participate in onboarding workshops for Lead Reviewers, meetings and training sessions, as required • participate in Lead Reviewer cadre workshops for the purpose of reviewing PIR practice and contributing to PIR upgrades, as required • participate as a peer reviewer of Subject Agency reviews, as required.
Performance Standards	Payment of Charges under this SOW is conditional on the reasonable satisfaction of the Buyer with the quality of the Services provided.
Information and Records **Reference Master Contract Schedule 2 clauses 5.4 and 5.5**	The Supplier must securely dispose of any facilitative and transitory documents related to the Services, including copies of draft PIRs and other documents provided for peer review under this SOW, in accordance with Archives New Zealand's General Disposal Authority 7.

Fees, expenses and invoices

Reference Master Contract Schedule 2 clause 3

Fees	For each day worked by the Approved Lead Reviewer, a Daily Fee Rate of **$[insert amount from Master Contract]** excluding GST, up to a total maximum of **$[insert amount]** excluding GST, equivalent to up to 5 days of work per year over the term of the SOW. One day's work is defined as eight hours. If the Approved Lead Reviewer works less than a full day the Fee shall be calculated based on the time worked at the agreed Daily Fee Rate i.e. (Daily Fee Rate ÷ 8) x hours worked. [Details of any Approved Personnel and/or Subcontractors fees to be included here].
Expenses	The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that: a. The Expenses incurred are in accordance with the Buyer's Guidance – Invoicing and Expenses for PIR Lead Reviewers b. the Buyer has given prior consent to the Supplier incurring the Expenses c. the Expense is charged at actual and reasonable cost d. the claim for Expenses is supported by GST receipts.
Invoices	The Supplier must send the Buyer an invoice for the Fees and Expenses following the completion of each phase in Schedule 2.
Address for invoices	**For the attention of:**
	Email: invoices@cass.govt.nz

Insurance

Reference Master Contract Schedule 2 clause 8.1	The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Master Contract

Master Contract Schedule 2 changes and additional clause/s	None

Attachments

Guidance as described above	Guidance - Invoicing and Expenses for PIR Lead Reviewers

Statement of Work (Investigation into [x])

Te Kawa Mataaho
Public Service Commission

Master Contract no: PSNNNN **SOW no:** JNNNN

The Parties

This Statement of Work (SOW) is made under, and is subject to, a Master Contract between

Public Service Commission **(Buyer)**

and

[insert the legal name of the Supplier] **(Supplier)**

The Statement of Work

Agreement

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

The documents forming this SOW are:

1. This page **Page 1**
2. Statement of Work Details and Description of Services **Schedule 1**
3. Any other attachments described at Schedule 1.

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
_____ (signature)		_____ (signature)	
name:		**name:**	
position:		**position:**	
date:		**date:**	

Schedule 1

Statement of Work Details and Description of Services

Start Date	[DD Month YYYY]	**Reference Master Contract Schedule 2 clause 1.5**
End Date	Twenty days after publication of the final report, or on an earlier date to be agreed to by the Parties before that day.	**Reference Master Contract Schedule 2 clause 1.5**

Supplier's Approved Investigator	
Reference Master Contract Schedule 1 and Schedule 2 clause 2.5	**[Name]**

Supplier's Approved Personnel		
Reference Master Contract Schedule 2 clause 2.6	**Name and position:**	
	Name and position:	

Supplier's Approved Sub-contractor		
Reference Master Contract Schedule 2 clause 7	**Name:**	
	Address:	
	Specialisation:	

Buyer's Personnel		
	The Buyer will make available to the Supplier (at no cost to the Supplier) the following people to assist the Supplier to provide the Services:	
	Name and position:	
	Name and position:	

Description of Services	
Reference Master Contract Page 1	
Short Description	Undertake an Investigation into [insert short description]
Context	[Insert background and objectives excerpts from Terms of Reference]
Deliverables	1. A draft version of the final report that the Buyer agrees is ready for the natural justice process. 2. A final report in accordance with the attached Terms of Reference that is suitable for publication. The final report must include a declaration of any Conflicts of Interest and an explanation of how they were managed. 3. Support in presenting the final report to Ministers and the media. 4. The transfer of Records as described in this SOW and the Master Contract.

<table>
<tr><td>Services</td><td>The Supplier will deliver the following services:
<table>
<tr><td>Planning phase – Review key information and scope the investigation</td><td>Discuss Investigation with the Buyer and the Subject Agency
Receive and consider key documents and other resources prepared by the Buyer and the Subject Agency
Prepare an investigation plan including a schedule of witnesses
Agree Maximum Charges with the Buyer</td></tr>
<tr><td>Evidence gathering phase – Gather and analyse relevant evidence</td><td>Review all documents provided by the Subject Agency and request further information as necessary
Co-ordinate with Subject Agency to organise witness interviews
Interview witnesses
Validate witness statements
Analyse the evidence
Form preliminary independent factual findings based on probative evidence</td></tr>
<tr><td>Drafting phase – Prepare a draft report that is ready for a natural justice process</td><td>Prepare a first draft report and provide to the Buyer for consideration of logic and structure.
Consider feedback from the Buyer and continue revising drafts until the Buyer agrees that a draft is ready for the natural justice process (the second draft).</td></tr>
<tr><td>Report finalisation phase – Finalise the draft report and engage in publication process</td><td>Undertake a natural justice process with any person who may be adversely affected by a finding in the second draft report.
Consider feedback from any participants in the natural justice process and prepare a third draft report.
Respond to participants in the natural justice process explaining what changes, if any, have been made to the second draft report as a result of their feedback.
Provide the third draft report to the Subject Agency and the Buyer for consideration.
Consider any feedback from the Subject Agency and the Buyer and finalise the report.
[Optional] Make any non-publication orders considered necessary under s 15 of the Inquiries Act
Provide a final report to the Buyer, in a form that can be published with as few redactions required as possible
Participate in a press conference and/or briefings of Ministers as required.</td></tr>
<tr><td>Handover phase</td><td>Transfer Records to the Buyer</td></tr>
</table></td></tr>
<tr><td>Performance Standards</td><td>Payment of Charges under this SOW is conditional on the reasonable satisfaction of the Buyer with the quality of the Services provided for those Charges.</td></tr>
</table>

Prerequisite [optional]	The following of the Supplier's Personnel must maintain a security clearance for the period of this SOW: [name]
Transfer of Records Reference Master Contract Schedule 2 clauses 5.4 and 5.5	The Supplier must transfer the Records, including the evidence or other material created by or obtained in the course of the Investigation, to the Buyer as soon as is reasonably practicable after delivering the final report. The Supplier must securely dispose of any facilitative and transitory documents related to the Services provided under this SOW, in accordance with Archives New Zealand's General Disposal Authority 7.

Supplier's reporting requirements

Reference Master Contract Schedule 2, clause 5.6

Report to:	Type of report	Due date
Buyer's Contract Manager	Regular update on progress	Weekly, unless otherwise agreed with the Buyer's Contract Manager
	Draft report	On a date prior to completion of the final report
	Final report	On or before [insert date]

Fees expenses and invoices

Reference Master Contract Schedule clause 3

Fees

The Supplier's fees will be calculated as follows:

Daily Fee Rates for each of the Approved Personnel set out below by days worked. One day's work is defined as eight hours. If the Supplier works less than a full day the Fee shall be calculated based on the time worked at the agreed Daily Fee Rate i.e. (Daily Fee Rate ÷ 8) x hours worked.

Approved Personnel	Daily Fee Rate (excl GST)
[Insert name of Approved Investigator]	$[insert daily rate from Master Contract]
[include all other Personnel and subcontractors by name, if any]	$[insert daily rate]

Expenses

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that:

c. the Expense is charged at actual and reasonable cost,

b. the claim for Expenses is supported by GST receipts, and

c. the total Expenses are within the Maximum Charges set out below.

Total Fees and Expenses

Total chargeable Fees and Expenses will not exceed a total maximum amount, excluding GST (the Maximum Charges). The Maximum Charges will be agreed by the Parties on completion of the first Milestone and will be the subject of a Variation of this SOW. If the Parties do not agree Maximum Charges the Buyer will pay the Charges for the first Milestone below (capped at the maximum amount due) and may terminate this SOW with immediate effect by giving notice to the Supplier.

<table>
<tr><td rowspan="8">Invoices</td><td colspan="3">If the Parties agree the Maximum Charges and the Supplier reaches the Maximum Charges without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

The Supplier will work to minimise the total chargeable Fees and Expenses at all times.</td></tr>
<tr><td colspan="3">The Supplier must send the Buyer an invoice for the Charges on the following dates subject to completion of the relevant Milestones.</td></tr>
<tr><td>Milestone</td><td>Estimated due date</td><td>Maximum amount due (excl GST)</td></tr>
<tr><td>1. The planning phase</td><td>[insert date]</td><td>Equivalent to 10 days at the Daily Fee Rate for the Approved Investigator.</td></tr>
<tr><td>2. The evidence gathering phase</td><td>[insert date]</td><td>30% of the Remaining Maximum Charges. Remaining Maximum Charges = the sum of the Maximum Charges minus the amount charged in the first invoice.</td></tr>
<tr><td>3. The drafting phase</td><td>[insert date]</td><td>30% of Remaining Maximum Charges</td></tr>
<tr><td>4. The reporting phase</td><td>[insert date]</td><td>30% of Remaining Maximum Charges</td></tr>
<tr><td>5. The handover phase</td><td>[insert date]</td><td>10% of Remaining Maximum Charges</td></tr>
<tr><td rowspan="2">Address for invoices</td><td>For the attention of:</td><td colspan="2">[Buyer's Contract Manager]</td></tr>
<tr><td>Email:</td><td colspan="2">Please include XX-XXX code on invoices and send them directly to invoices@cass.govt.nz</td></tr>
</table>

Changes to Master Contract

Master Contract Schedule 2 changes and additional clauses	

Attachments

Attachment 1	Terms of reference dated [insert date]

Statement of Work – Review of Ministry of Justice Operations

Te Kawa Mataaho
Public Service Commission

Master Contract no: PS0496 **SOW no: [Will be allocated once signed]**

The Parties

This Statement of Work (SOW) is made under, and is subject to, a Master Contract between

Public Service Commission **(Buyer)**

And

Debbie Francis Ltd **(Supplier)**

The Statement of Work

Agreement

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

The documents forming this SOW are:

1.	This page	**Page 1**
2.	Statement of Work Details	**Schedule 1**
3.	Description of Services	**Schedule 2**
4.	Any other attachments described at Schedule 1.	

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
(signature)		(signature)	
Name:	Heather Baggott	**Name:**	Debra Francis
Position:	Deputy Chief Executive, Public Sector Performance	**Position:**	Reviewer
Date:	6 August 2026	**Date:**	6 August 2026

Schedule 1

Statement of Work Details

Start Date	6 August 2026	**Reference Master Contract Schedule 2 clause 1.5**
End Date	30 September 2026	**Reference Master Contract Schedule 2 clause 1.5**

Supplier's Approved Lead Reviewer

Reference Master Contract Schedule 1 and Schedule 2 clause 2.5

	Debra Jane Francis

Description of Services

Reference Master Contract Page 1

Short Description	Rapid Performance Improvement Review (PIR) of the Ministry of Justice Operations (subject report) and report
Context	The Performance Improvement Review provides: a) A future-focused inquiry into the contribution New Zealand needs from the Subject b) A Future Excellence Horizon describing system outcomes and priority areas on which the Subject should focus to improve its future performance c) A systematic assessment of how well the Subject is positioned now, and is preparing, to achieve its Excellence Horizon d) Ratings on the Subject's current preparedness for the future including for delivery of government priorities and core functions, and key areas of organisational management. A critical element in the success of each Performance Improvement Review is the Lead Reviewers. The Performance Improvement Review is not an audit or a performance assessment. The Lead Reviewers undertake the Review on behalf of the Public Service Commission, bringing a fresh perspective to help stimulate new thinking as Public Service leaders grapple with the critical issues and challenges that lie ahead. The Lead Reviewers for each Performance Improvement Review are selected for complementarity of skills and experience relevant to the Subject. They will have personal credibility, strategic agility and understanding of the New Zealand Public Service, combined with commercial leadership and governance experience. They will provide constructive challenge to the Subject's leaders. The Lead Reviewers will consider information, conduct confidential interviews, agree and test their findings and author the final Performance Improvement Review report.
The PIR Team	The Approved Lead Reviewer will be jointly responsible with Steve Haszard to deliver the services set out in Schedule 2 and will do so in conjunction with the Buyers's Performance Improvement Review Manager.

Deliverables	Within the periods outlined in Schedule 2: • an interview themes and insights document on stakeholder engagements • a first draft report for factual feedback and peer review • a second draft report for feedback from the Subject Agency • if required, a third draft report • a final report • support in presenting the final report to Ministers, if required.
Performance Standards	Payment of Charges under this SOW is conditional on the reasonable satisfaction of the Buyer with the quality of the Services provided.
Prerequisite	n/a
Information and Records **Reference Master Contract Schedule 2 clauses 5.4 and 5.5**	The Supplier must securely dispose of any facilitative and transitory documents related to the Services, including copies of the Subject Agency's documents provided under this SOW, in accordance with Archives New Zealand's General Disposal Authority 7.

Fees, expenses and invoices

Reference Master Contract Schedule 2 clause 3

Fees	The total Fee for the completion of the Services is 9(2)(b)(ii) prejudice co excluding GST. This total Fee is calculated according to the approximate expected time spent on the Services and the agreed fee rate under the relevant Master Contract. This amount will be paid in instalments based on the completion of key project milestones and deliverables, as detailed in Schedule 2. If the Supplier reaches the total Fee without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.
Expenses	The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that: a. The Expenses incurred are in accordance with the Guidance – Invoicing and Expenses for Lead Reviewers b. the Buyer has given prior consent to the Supplier incurring the Expenses c. the Expense is charged at actual and reasonable cost d. the claim for Expenses is supported by GST receipts.
Invoices	The Supplier must send the Buyer an invoice for the Fees and Expenses following the completion of the milestones detailed in the attached Guidance – Invoicing and Expenses for Lead Reviewers.
Address for invoices	**For the attention of:** Performance Review Manager **Email:** Performanceimprovement@publicservice.govt.nz

Insurance

Reference Master Contract Schedule 2 clause 8	The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Master Contract

Master Contract Schedule 2 changes and additional clause/s	**None**

Attachments

Guidance as described above	Guidance - Invoicing and Expenses for Lead Reviewers

Schedule 2
Description of Services

	Services	Milestone or Deliverable	Key dates	Payment (% of Total Fee)
1.	**Initiation stage**			N/A
1.1	Provide conflicts of interest declaration			
1.2	Discuss review with Public Service Commission officials, subject's Chief Executive and representative/s from the Minister's Office as needed			
2.	**Scoping stage**	Agreed list of stakeholders to be interviewed	By 10 August 2026	9(2)(b)(ii) prejudice commercial position
2.1	Discuss review with Performance Review Manager and central agency officials as necessary			
2.2	Receive and consider key documents and other resources prepared by the Subject and the Review team			
2.3	Participate in meetings as needed to prepare for interviews and develop early thinking on the Future Excellence Horizon			
2.4	Agree schedule of interviews			
3.	**Interviews and insights stage**	Completion of all scheduled stakeholder interviews	By 27 August 2026	
3.1	Undertake review (including interviews), form judgements about how well the Subject is positioned now, and is preparing, to achieve its Excellence Horizon across the critical areas of the Performance Improvement Model and identify the key challenge(s)	Interview themes and insights document completed and presented to the Subject's Chief Executive, the Public Service Commissioner and representatives from the Minister's office	By 28 August 2026	
3.2	Deliver interview themes and insights documents to the Public Service Commissioner, the Subject's Chief Executive, and representatives from the Minister's office and discuss as needed			
4.	**Report drafting stage**	Submission of the first draft report (by 2 September 2026)	By 7 September 2026	
4.1	Produce first draft report covering the Future Excellence Horizon, operating model and possible future road map	Submission of second draft report (by 7 September 2026)		
4.2	Consider feedback from peer review panel, the Subject, central agencies, and the Minster/Minister's office as required and provide second draft			
5.	**Report finalisation sand Close out stage**	Final report approved by Commissioner	By 15 September 2026	
5.1	Provide a final report that is accepted by the Public Service Commissioner			
5.2	If required, attend debrief meetings with the Subject's Chief Executive, one or more of the central agency chief executives, and/or representatives for the Minister's office			
5.3	If required, participate in necessary Ministerial meeting/s			

Master Contract for Services
PIR and Investigation Panel

Te Kawa Mataaho
Public Service Commission

Master Contract no: [to be allocated once signed]

The Parties

Public Service Commission	**(Buyer)**
1 Bowen Street, Wellington 6011	
and	
Steven Noel Haszard (trading name: Steve Haszard Consulting)	**(Supplier)**

The Master Contract

Agreement

1. The Buyer and the Supplier agree that from time to time they may enter into a Statement of Work (SOW) for the provision of Services by the Supplier to the Buyer. Each SOW will set out the description of the Services, Deliverables, Charges, and quality controls and will be substantially in the form set out in Attachment 1.
2. This Master Contract does not impose any obligation on the Buyer to purchase any Services from the Supplier unless those services are the subject of a SOW. The Buyer does not guarantee any minimum level of business by entering into this Contract.
3. Any SOW that may be entered into by the Parties under this Master Contract will be governed by and subject to the terms and conditions set out in this Master Contract.
4. The Parties acknowledge that the Buyer may, in its sole discretion, engage any person(s) or organisation(s) to carry out services similar to the Services or to carry out any other work.

The documents forming this Contract are:

1. This page	**Page 1**
2. Master Contract Details	**Schedule 1**
3. Terms and Conditions	**Schedule 2**
4. Attachments described at Schedule 1	
5. Any SOW entered into under this Master Contract.	

How to read this Contract

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

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
(signature)		Steve Haszard (signature)	
name:	Heather Baggott	**name:**	Steven Noel Haszard
position:	Deputy Chief Executive, Public Sector Performance	**position:**	Consultant
date:	6 August 2026	**date:**	6 August 2026

Schedule 1
Master Contract Details

Start Date	06 August 2026	**Reference Schedule 2 clause 1**
End Date	22 March 2031	**Reference Schedule 2 clause 1**
Renewal	The Buyer may renew this Contract 1 time, for an additional period of one year.	**Reference Schedule 2 clause 1**

Contract Managers Reference Schedule 2 clause 4		Buyer's Contract Manager	Supplier's Contract Manager
	Name:	Heather Baggott	Steven Noel Haszard (known as Steve Haszard)
	Title / position:	Deputy Public Service Commissioner	Consultant
	Phone:	9(2)(a) privacy	9(2)(a) privacy
	Email:	Heather.Baggott@publicservice.govt.nz	9(2)(a) privacy m

Addresses for Notices Reference Schedule 2 clause 14		Buyer's address	Supplier's address
	For attention of:	Heather Baggott	Steve Haszard
	Position:	Deputy Public Service Commissioner	Consultant
	Delivery address:	1 Bowen Street, Wellington, 6011	9(2)(a) privacy
	Postal address:	PO Box 329 Wellington 6140	As above
	Email:	Heather.Baggott@publicservice.govt.nz	9(2)(a) privacy

Supplier's Approved Lead Reviewer and/or Investigator Reference Schedule 2 clause 2.5		Approved Lead Reviewer and/or Investigator
	Name:	Steven Noel Haszard (known as Steve Haszard)
	Position:	Consultant
	Approved roles:	Performance Improvement Review Lead Reviewer

Fees Reference Schedule 2 clause 3

The Daily Fee Rates for the Approved Lead Reviewer and/or Investigator in relation to each Statement of Work entered into under this Contract are:

Name	Approved Role	Daily Fee Rate (excl GST)
Steven Noel Haszard	Lead Reviewer	9(2)(b)(ii) prejudice commercial position

Attachments

Page 1

Reference Schedule 2 clause 2.4(c)

Attachment 1: Statement(s) of Work (PI Review) and (PI Development) and (Investigations) template

Schedule 2
Terms and Conditions

1. Length of Contract

1.1 This Contract starts on the Start Date. Services must not be delivered before the Start Date.

1.2 This Contract ends on the End Date.

Renewal

1.3 The Buyer may extend the End Date for the number of times, and for the additional period (Additional Period) set out in Schedule 1 by giving the Supplier Notice at least 40 Business Days before the then current End Date (Extension Notice).

1.4 If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

Statement of Work term

1.5 Each Statement of Work will commence on its Statement of Work Start Date and continue until the Statement of Work End Date unless terminated earlier. If a Statement of Work End Date extends beyond this Contract's then End Date, the Statement of Work continues on the terms of this Contract until that Statement of Work End Date. Services under a Statement of Work must not be delivered before the Statement of Work Start Date.

2. The Services

Both Parties' obligations

2.1 Both Parties agree to:
- a. act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other
- b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
- c. notify each other immediately of any actual or anticipated issues that could:
  - i. significantly impact on the Services or the Charges and/or
  - ii. receive media attention, and
- d. comply with all applicable laws and regulations.

Buyer's obligations

2.2 The Buyer must:
- a. provide the Supplier with any information it has reasonably requested to enable the delivery of the Services
- b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services. All decisions and approvals must be given within reasonable timeframes, and
- c. pay the Supplier the Charges for the Services as long as the Supplier has delivered the Services and invoiced the Buyer, all in accordance with this Contract.

Supplier's obligations

2.3 The Supplier must deliver the Services:
- a. on time and to the required performance standards or quality set out in a Statement of Work or reasonably notified by the Buyer to the Supplier from time to time
- b. within the amounts agreed as Charges, and
- c. with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry

2.4 The Supplier must:
- a. ensure that its Personnel have the necessary skills, experience, training and resources to successfully deliver the Services
- b. provide all equipment and resources necessary to deliver the Services, and
- c. comply with:
  - the Standards of Integrity and Conduct issued by the Public Service Commissioner (see https://www.publicservice.govt.nz/guidance/standards-of-integrity-and-conduct)

- the Supplier Code of Conduct (see https://www.procurement.govt.nz/suppliers/supplier-code-of-conduct/) and
- any other relevant codes of conduct listed in a Statement of Work or notified by the Buyer to the Supplier from time to time.

d. comply with any statutory requirements that apply to the provision of the Services.

2.5 The Supplier must use an Approved Investigator or Lead Reviewer authorised by the Buyer in Schedule 1 in delivering the Services.

2.6 Where an Approved Personnel has been authorised by the Buyer in a Statement of Work, the Supplier must use only the Approved Personnel (and no other person) in assisting the Approved Investigator or Lead Reviewer in delivering the Services.

2.7 If the Buyer considers (acting reasonably) that any of the Personnel are unsatisfactory or unsuitable then, without limiting any other rights of the Buyer, the Buyer may, by written notice require the Supplier to replace the relevant Personnel and the Supplier will do so as soon as possible at its own cost, but in any event no later than five Business Days after receipt by the Supplier of the notice.

2.8 The Supplier will deliver Services in a manner that:

a. is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
b. respects the personal privacy and dignity of all individuals.

Entering into Statements of Work

2.9 From time to time the Buyer may ask the Supplier to enter into a Statement of Work for the provision of Services, substantially in a form set out in Attachment 1.

2.10 Following receipt of a request under clause 2.9 the Supplier may accept, reject or request changes to the Statement of Work and the Buyer will make any changes reasonably requested.

Health and Safety

2.11 The Supplier must:

a. consult, cooperate and coordinate with the Buyer and, if necessary, the Subject Agency, regarding the Parties' overlapping obligations under the HSW Act, and what is required from the Supplier to assist the Buyer to comply with the HSW Act as it relates to, or affects, the Contract
b. comply, and ensure that its Personnel comply, with its and their obligations under the HSW Act as it relates to, or affects, the Contract
c. comply with all reasonable directions of the Buyer and the Subject Agency relating to health, safety and security
d. report any of the following that applies to the Supplier or the Buyer, or relates to or affects the Contract:
   - notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and
   - Protective Security Incident.

Premises

2.12 If the Supplier's Personnel is:

a. at the Buyer's premises, the Personnel must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.
b. at the Subject Agency's premises, the Personnel must observe the Subject Agency's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.

3. Charges and payment

Charges & invoices

3.1 The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses.

3.2 The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1 of the Statement of Work. The Buyer has no obligation to pay the Charges set out on an invoice, which is not a valid tax invoice. A valid tax invoice must:

a. clearly show all GST due, if any, and the Supplier's GST number and be marked Tax Invoice, if the Supplier is GST registered
b. be marked 'Invoice', if the Supplier is not GST registered
c. be in New Zealand currency
d. contain the Supplier's name, address and NZBN (if the Supplier has one)
e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
f. state the date the invoice was issued
g. provide a description of the Services supplied, including the amount of time spent in the delivery of the Services for each phase of the work if payment is based on a Daily Fee Rate
h. contain the Buyer's contract reference and cost centre code for the Statement of Work
i. state the Charges due, calculated correctly, and
j. be supported by GST receipts, if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.

Payment

3.3 If the Buyer receives a valid tax invoice the Buyer must pay that tax invoice within twenty Business Days. The Buyer's obligation to pay is subject to clauses 3.2, 3.4 and 11.10.

3.4 If the Buyer disputes a tax invoice or any part of a tax invoice that complies with clause 3.2, the Buyer must notify the Supplier within 10 Business Days of the date of receipt of the tax invoice. The Buyer must pay the portion of the tax invoice that is not in dispute. The Buyer may withhold payment of the disputed portion until the dispute is resolved.

4. Contract management

Contract Manager

4.1 The persons named in Schedule 1 as the Contract Managers are responsible for managing the Contract, including:
a. managing the relationship between the Parties
b. overseeing the effective implementation of this Contract, and
c. acting as a first point of contact for any issues that arise.

Changing the Contract Manager

4.2 If a Party changes its Contract Manager it must tell the other Party, in writing, the name and contact details of the replacement within 5 Business Days of the change.

5. Information management

Information and Records

5.1 The Supplier must:
a. keep and maintain Records in accordance with prudent business practice and all applicable laws
b. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Services
c. make sure the Records are easy to access, and
d. keep the Records safe.

5.2 The Supplier must give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, within a reasonable time of the request.

5.3 The Supplier must co-operate with the Buyer to provide information immediately if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations.

5.4 The Supplier must make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier or destroyed with its consent).

5.5 The Supplier must make sure that Records provided by the Buyer or created for the Buyer, are securely managed and securely destroyed on their disposal.

Reports

5.6 The Supplier must prepare and give to the Buyer the reports stated in Schedule 1 of the Statement of Work, by the due dates stated in Schedule 1 of the Statement of Work.

Legal advice

5.7 The Supplier must promptly provide the Buyer with copies of any legal advice obtained in relation to the provision of the Services (as it constitutes Crown legal advice). Legal advice obtained in relation to the provision of the Services does not include any legal advice obtained by the Supplier in relation to its rights and responsibilities under this Contract.

5.8 The Supplier must not waive privilege in relation to any legal advice obtained in relation to the provision of the Services, without first obtaining consent from the Buyer to do so.

6. The contractual relationship

Independent contractor

6.1 Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Supplier is responsible for the liability of its own, and its Personnel's, salary, wages, holiday or redundancy payments and any GST, corporate, personal and withholding taxes, ACC premiums or other levies attributable to the Supplier's business or the engagement of its Personnel.

Neither Party can represent the other

6.2 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

6.3 Notwithstanding clause 6.2, an Approved Investigator acts pursuant to a delegation from the Public Service Commissioner and is able to exercise the Commissioner's statutory powers pursuant to that delegation.

Inability to transfer rights or obligations

6.4 The Supplier may not transfer any of its rights or obligations under this Contract.

7. Subcontractors

Rules about subcontracting

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

The Supplier's responsibilities

7.2 The Supplier is responsible for ensuring the suitability of any Subcontractor and the Subcontractor's capability and capacity to deliver that aspect of the Services being subcontracted.

7.3 The Supplier must ensure that:
- a. each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
- b. any subcontract it enters into is on terms that are consistent with this Contract.

7.4 The Supplier continues to be responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted.

8. Insurance

Where insurance is a requirement

8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise.

8.2 If it is specified in any Statement of Work that the Supplier must have insurance then the Supplier must:
- a. hold the insurance as specified in the Statement of Work, with a reputable insurer, and maintain that insurance cover for the term of the Statement of Work and for a period of 3 years after the End Date, and

b. provide a certificate confirming the nature of the insurance cover and proving that each policy is current, within 10 Business Days of a request from the Buyer.

9. Conflicts of Interest

Avoiding Conflicts of Interest

9.1 The Supplier warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract.

9.2 The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligation to tell the Buyer

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

10. Resolving disputes

Steps to resolving disputes

10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Contract. The following process will apply to disputes:
   a. a Party must notify the other if it considers a matter is in dispute
   b. the Contract Managers will attempt to resolve the dispute through direct negotiation
   c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
   d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.

10.2 If a dispute is referred to mediation, the mediation will be conducted:
   a. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
   b. on the terms of the Resolution Institute Mediation Rules, and
   c. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.

10.3 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.

Obligations during a dispute

10.4 If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

Taking court action

10.5 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless court action is necessary to preserve a Party's rights.

11. Ending this Contract

Termination by the Supplier

11.1 The Supplier may terminate this Contract by giving 20 Business Days' Notice to the Buyer, if the Buyer fails to pay Charges that are properly due, and are not in dispute under clause 3.4. The Charges must be overdue by 20 Business Days and the Supplier must have first brought this to the Buyer's attention in writing within this period.

11.2 At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract or any Statement of Work by giving 20 Business Days' Notice. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
   a. consents, the Contract or Statement of Work will be terminated on a date that is mutually agreed between the Parties, or

b. does not consent, the Contract or Statement of Work will continue in full force as if the Supplier's Notice of termination had not been given.

11.3 The Supplier may also terminate this Contract under clause 11.10.

Termination by the Buyer

11.4 The Buyer may terminate this Contract or any Statement of Work at any time by giving 20 Business Days' Notice to the Supplier.

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

11.6 If the Buyer is entitled to terminate this Contract or any Statement of Work, it may elect to only terminate part of the Services under this Contract or that Statement of Work, in which case:
a. the Buyer will provide written notice of termination to the Supplier setting out:
    i. the Services that are to be terminated
    ii. any amendments required to this Contract and/or the relevant Statement of Work, including any corresponding reduction in the Fees, and
    iii. the date of the partial termination.
b. the Supplier will affect the Variation required to this Contract and/or relevant Statement of Work on the date and the manner specified in the Buyer's notice of partial termination.

Termination by a Party if a breach has not been remedied

11.7 If a Party fails to meet the requirements of this Contract (defaulting Party) and the other Party (non defaulting Party) reasonably believes that the failure can be remedied, the non-defaulting Party must give a Notice (default Notice) to the defaulting Party.

11.8 A default Notice must state:
a. the nature of the failure
b. what is required to remedy it, and
c. the time and date by which it must be remedied.

11.9 The period allowed to remedy the failure must be reasonable given the nature of the failure.

11.10 If the defaulting Party does not remedy the failure as required by the default Notice, the non-defaulting Party may terminate this Contract immediately by giving a further Notice.

11.11 If the Buyer gives a default Notice to the Supplier, the Buyer may also do one or both of the following things:
a. withhold any payment of Fees due until the failure is remedied as required by the default Notice, and or
b. if the failure is not remedied as required by the default Notice, deduct a reasonable amount from any Fees due to reflect the reduced value of the Services to the Buyer.

Supplier's obligations on termination or expiry of this Contract

11.12 On giving or receiving a Notice of termination, the Supplier must:
a. stop providing the Services
b. comply with any conditions contained in the Notice, and
c. immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.

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

Consequences of termination or expiry of this Contract

11.14 The termination or expiry of this Contract does not affect those rights of each Party which:
- a. accrued prior to the time of termination or End Date, or
- b. relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination or End Date.

11.15 If this Contract is terminated the Buyer:
- a. will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
- b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance that have not been incurred.

Handing over the Services on termination or expiry of this Contract

11.16 The Supplier will, within 10 Business Days of the End Date, provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer.

11.17 If the Parties agree, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services. This support may be for a period of up to 3 months from the date of termination and at a reasonable fee to be agreed between the Parties, based on the Fees and Expenses stated in this Contract.

12. Intellectual Property Rights

Ownership of Intellectual Property Rights

12.1 Pre-existing Intellectual Property Rights remain the property of their current owner.

12.2 New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created.

12.3 The Supplier grants to the Buyer (as the Crown) a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer. This licence includes the right to use, copy, modify and distribute the Deliverables.

Supplier indemnity

12.4 The Supplier warrants that it is legally entitled to do the things stated in clause 12.3 with the Intellectual Property Rights in the Deliverables.

12.5 The Supplier warrants that Pre-existing and New Intellectual Property Rights provided by the Supplier and incorporated in the Services and Deliverables do not infringe the Intellectual Property Rights of any third party.

12.6 The Supplier indemnifies the Buyer (as the Crown) in respect of any expenses, damage or liability incurred by the Buyer or the Crown in connection with any third party claim that the delivery of the Services or Deliverables to the Buyer or the Buyer's or the Crown's use of them, infringes a third party's rights. This indemnity is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

13. Confidential Information and Privacy

Protection of Confidential Information

13.1 Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:
- a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services
- b. if the other Party gives prior written approval to the use or disclosure
- c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
- d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

13.2 The Supplier must:

a. receive, hold and deal with information consistently with the New Zealand Government's standards for classified information, and

b. restrict access to sensitive information (as defined in section 202 of the Intelligence and Security Act 2017) in accordance with those requirements.

Security

13.3 Each Party will:
- a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties
- b. notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other Party's Confidential Information, and
- c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

Protection of Privacy

13.4 The Supplier must comply with the Privacy Act and any relevant code under that Act including:
- a. ensuring that any personal information the Supplier holds about a Subject Agency Person is protected by reasonable security safeguards against loss or unauthorised access, use, modification or disclosure
- b. appointing a privacy officer, and
- c. having a privacy policy that includes what to do if there is a privacy breach (including procedures to escalate to the Buyer) and complies with any reasonable Buyer policy provided by the Buyer to the Supplier.

13.5 The Supplier must comply with the following privacy protocol:
- a. The Supplier shall, where required by the Buyer from time to time, provide to the Buyer all information required by the Buyer about any privacy breach and near miss that relates to this Contract.
- b. The Supplier must escalate a privacy breach to the Buyer using the following procedure:
  - i. Any breach will be notified to the Buyer's Contract Manager by phone and email as soon as the Supplier is aware of the breach.
  - ii. The Supplier and the Buyer will then work together to manage the consequences and implications of the breach, including in accordance with the Buyer's issues management procedures.
  - iii. The Supplier will not comment publicly, including to the media, about the breach without the prior written permission of the Buyer.

Obligation to inform staff

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

14. Notices

Delivery of Notices

14.1 All Notices to a Party must be delivered by hand or sent by post, courier or email to that Party's address for Notices stated in Schedule 1.

14.2 Notices must be signed or in the case of email sent by the appropriate manager or person having authority to do so.

Receipt of Notices

14.3 A Notice will be considered to be received:
- a. if delivered by hand, on the date it is delivered
- b. if sent by post within New Zealand, on the 5th Business Day after the date it was sent
- c. if sent by post internationally, on the 9th Business Day after the date it was sent
- d. if sent by courier, on the date it is delivered or
- e. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.

14.4 Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

15. Extraordinary Events

No fault if failure due to an Extraordinary Event

15.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.

Obligations of the affected Party

15.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:

a. the nature of the circumstances giving rise to the Extraordinary Event
b. the extent of that Party's inability to perform under this Contract
c. the likely duration of that non-performance, and
d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of Services.

Alternative arrangements requiring immediate termination

15.3 If the Buyer, acting reasonably, requires the Services to be supplied during the period affected by an Extraordinary Event, then despite clause 15.4, the Buyer may terminate this Contract immediately by giving Notice.

Termination of Contract

15.4 If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

16. General

Changes to this Contract

16.1 Any change to this Contract is called a Variation. A Variation must be agreed by both Parties and recorded:

a. in writing and signed by both Parties, or
b. through an exchange of emails where the authors have delegated authority to approve the Variation.

This is the entire Contract

16.2 This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were verbal or in writing.

Waiver

16.3 If a Party breaches this Contract and the other Party does not immediately enforce its rights resulting from the breach that:

a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future, and
b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

New Zealand law, currency and time

16.4 This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 or a Statement of Work specifies a different currency. Dates and times are New Zealand time.

Publication of information about this Contract

16.5 The Supplier may disclose the existence of this Contract but must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.

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

Signing the Contract

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

No poaching

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

Clauses that remain in force

16.9 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information and Privacy), 14 (Notices), 16 (General) and 17 (Definitions).

Precedence

16.10 If there is any conflict or difference between the documents forming this Contract (as stated on Page 1) then the order of precedence is:

a. a Variation agreed between the Parties under clause 16.1
b. each Statement of Work
c. Schedule 1
d. any Attachment to Schedule 1
e. Schedule 2.

17. Definitions

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

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

Approved Investigator and/or Lead Reviewer A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1. The Supplier must use this person in the delivery of the Services and cannot change them.

Approved Personnel A person who is engaged by the Supplier to assist the Approved Investigator or Lead Reviewer to deliver the Services and is named in a Statement of Work. The Supplier must only use this person in the delivery of the Services under that Statement of Work and cannot change them without first obtaining the Buyer's written approval.

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

Buyer The Buyer is the Crown, also described as the Sovereign in right of New Zealand who acts by and through the government agency named as the Buyer on Page 1 of this Contract.

Charges For each Statement of Work, the total amount payable by the Buyer to the Supplier as stated in that Statement of Work. The Supplier's Charges include Fees and any Expenses stated in the Statement of Work. Charges are payable on successful delivery of the Services provided a valid tax invoice has been submitted.

Confidential Information Information including data and personal information that:

a. is by its nature confidential
b. is marked by either Party or the Subject Agency as 'confidential', 'in confidence', 'sensitive', 'restricted' or 'commercial in confidence'
c. is provided by either Party or a third party 'in confidence'
d. either Party knows or ought to know is confidential, or
e. is of a sensitive nature or commercially sensitive to either Party or the Subject Agency.

Buyer's Confidential Information includes any of the Subject Agency's information that meets one of a. to e. above.

Conflict of Interest A Conflict of Interest arises if a Party's or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the

Party's or its Personnel's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

a. actual: where the conflict currently exists
b. potential: where the conflict is about to happen or could happen, or
c. perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises Page 1 (the front sheet), Schedule 1, this Schedule 2 and any other Schedule (the Master Contract), each Statement of Work and any Variation and Attachment to the Master Contract and to each Statement of Work.

Contract Manager The person named in Schedule 1 as the Contract Manager.

Crown The Sovereign in right of New Zealand and includes a Minister and a government department but does not include a Crown entity, or a State enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986.

Daily Fee Rate If the Supplier's fee rate is expressed as a Daily Fee Rate this is the fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

Deliverables A tangible output resulting from the delivery of the Services as described in a Statement of Work. A deliverable may be a document, a piece of equipment, goods, information or data stored by any means including all copies and extracts of the same.

End Date The earlier of the date this Contract is due to end as stated in Schedule 1, as may be extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date as agreed between the Parties as the date the Contract is to end.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed as described in the Statement of Work.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

a. acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster
b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo
c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, or
d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

Fees The amount payable to the Supplier for the time spent in delivery of the Services calculated using the Daily Fee Rate in Schedule 1on the basis set out in the Statement of Work, excluding any Expenses.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

HSW Act means the Health and Safety Act 2015.

Intellectual Property Rights All Intellectual Property Rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

New Intellectual Property Rights Intellectual Property Rights developed after the date of this Contract and incorporated into the Deliverables.

Notice A formal or legal communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer and the Supplier are each a Party to this Contract, and together are the **Parties**.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants, specialists, technical support and co-opted or seconded staff. It includes Approved Investigators, Approved Lead Reviewers and Approved Personnel.

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

Protective Security Incident A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information,
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

Records All information and data necessary for the management of this Contract and the delivery of Services. Records include, but are not limited to, reports, invoices, letters, emails, official notes of meetings, photographs and other media recordings. Records do not include facilitative and transitory documents that are covered by Archives New Zealand's General Disposal Authority 7. Records can be hard copies or soft copies stored electronically.

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

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

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

Statement of Work or SOW A statement of work entered into under this Contract substantially in a form set out in Attachment 1.

Statement of Work Start Date The date a Statement of Work starts as stated in Schedule 1 of the Statement of Work.

Statement of Work End Date The date a Statement of Work ends as stated in Schedule 1 of the Statement of Work.

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

Subject Agency The government department(s) or agency(ies) to which the Services relate.

Subject Agency Person An employee, contractor or customer of the Subject Agency.

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

Variation A change to any aspect of this Contract, including to any Statement of Work, that complies with clause 16.1.

Attachment 1: Statements of Work

Statement of Work - PIR of [agency]

Te Kawa Mataaho
Public Service Commission

Master Contract no: PSNNNN **SOW no:** JNNNN

The Parties

This Statement of Work (SOW) is made under, and is subject to, a Master Contract between

Public Service Commission **(Buyer)**

and

[insert the legal name of the Supplier] **(Supplier)**

The Statement of Work

Agreement

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

The documents forming this SOW are:

1. This page **Page 1**
2. Statement of Work Details **Schedule 1**
3. Description of Services **Schedule 2**
4. Any other attachments described at Schedule 1.

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
_____ (signature)		_____ (signature)	
Name:		**Name:**	
Position:		**Position:**	
Date:		**Date:**	

Schedule 1

Statement of Work Details

Start Date	[DD Month YYYY]	**Reference Master Contract Schedule 2 clause 1.5**
End Date	[DD Month YYYY]	**Reference Master Contract Schedule 2 clause 1.5**

Supplier's Approved Lead Reviewer **Reference Master Contract Schedule 1 and Schedule 2 clause 2.5**	
	[Name]

Supplier's Approved Personnel [OPTIONAL]		
Reference Master Contract Schedule 2 clause 2.6	**Name and position:**	
	Name and position:	

Supplier's Approved Sub-contractor [OPTIONAL]		
Reference Master Contract Schedule 2 clause 7	**Name:**	
	Address:	
	Specialisation:	

Description of Services **Reference Master Contract Page 1**	
Short Description	Performance Improvement Review (PIR) for [**insert agency name**] (the Subject Agency) and report. **[Name]**
Context	The Performance Improvement Review provides: a) A future-focused inquiry into the contribution New Zealand needs from the Subject b) A Future Excellence Horizon describing system outcomes and priority areas on which the Subject should focus to improve its future performance c) A systematic assessment of how well the Subject is positioned now, and is preparing, to achieve its Excellence Horizon d) Ratings on the Subject's current preparedness for the future including for delivery of government priorities and core functions, and key areas of organisational management. A critical element in the success of each Performance Improvement Review is the Lead Reviewers. The Performance Improvement Review is not an audit or a performance assessment. The Lead Reviewers undertake the Review on behalf of the Public Service Commission, bringing a fresh perspective to help stimulate new thinking as Public Service leaders grapple with the critical issues and challenges that lie ahead.

	The Lead Reviewers for each Performance Improvement Review are selected for complementarity of skills and experience relevant to the Subject. They will have personal credibility, strategic agility and understanding of the New Zealand Public Service, combined with commercial leadership and governance experience. They will provide constructive challenge to the Subject's leaders. The Lead Reviewers will consider information, conduct confidential interviews, agree and test their findings and author the final Performance Improvement Review report.
The PIR Team	The Approved Lead Reviewer will be jointly responsible with [insert name of other Lead Reviewer] to deliver the services set out in Schedule 2 and will do so in conjunction with the Buyer's Performance Review Manager.

Deliverables	Within the periods outlined in Schedule 2: • preliminary findings • a first draft report for factual feedback and peer review • a second draft report for feedback from the Subject Agency • if required, a third draft report • a final report • support in presenting the final report to Ministers, if required.
Performance Standards	Payment of Charges under this SOW is conditional on the reasonable satisfaction of the Buyer with the quality of the Services provided.
Prerequisite	**[Delete if not relevant/parts that aren't relevant]** The Lead Reviewer [and the Supplier's Personnel] must maintain a security clearance for the period of this SOW.
Information and Records **Reference Master Contract Schedule 2 clauses 5.4 and 5.5**	The Supplier must securely dispose of any facilitative and transitory documents related to the Services, including copies of the Subject Agency's documents provided under this SOW, in accordance with Archives New Zealand's General Disposal Authority 7.

Fees, expenses and invoices

Reference Master Contract Schedule 2 clause 3

Fees	The total Fee for the completion of the Services is $xxxxx excluding GST. This total Fee is calculated according to the approximate expected time spent on the Services and the daily fee rate of s9(2)(b)(ii) prejudic excluding GST. This amount will be paid in instalments based on the completion of key project milestones and deliverables, as detailed in Schedule 2. If the Supplier reaches the total Fee without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.	
Expenses	The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that: a. The Expenses incurred are in accordance with the Guidance – Invoicing and Expenses for Lead Reviewers b. the Buyer has given prior consent to the Supplier incurring the Expenses c. the Expense is charged at actual and reasonable cost d. the claim for Expenses is supported by GST receipts.	
Invoices	The Supplier must send the Buyer an invoice for the Fees and Expenses following the completion of the milestones detailed in the attached Guidance – Invoicing and Expenses for Lead Reviewers.	
Address for invoices	**For the attention of:**	Performance Review Manager
	Email:	Performanceimprovement@publicservice.govt.nz

Insurance

Reference Master Contract Schedule 2 clause 8	The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Master Contract

Master Contract Schedule 2 changes and additional clause/s	**None**

Attachments

Guidance as described above	Guidance - Invoicing and Expenses for Lead Reviewers

Schedule 2
Description of Services

Services	Milestone or Deliverable	Key dates	Payment (% of Total Fee)
1. Initiation stage 1.1 Provide conflicts of interest declaration 1.2 Discuss review with Public Service Commission officials			N/A
2. Scoping stage 2.1 Discuss review with Performance Review Manager and central agency officials as necessary 2.2 Receive and consider key documents and other resources prepared by the Subject and the Review team 2.3 Participate in meetings to develop the Future Excellence Horizon 2.4 Agree schedule of interviews	Meeting with central agencies on the Subject's Future Excellence Horizon, and confirmed interview list.	By [DATE]	10% ($XXXX excl. GST)
3. Interviews and insights stage 3.1 Undertake review (including interviews), form judgements about how well the Subject is positioned now, and is preparing, to achieve its Excellence Horizon across the critical areas of the Performance Improvement Model and identify the key challenge(s) 3.2 Delivery preliminary findings to the Public Service Commissioner and the Subject's Chief Executive 3.3 Engage with and empower the Subject's leaders to drive necessary changes	Completion of all scheduled stakeholder interviews. Preliminary findings presented to the Public Service Commissioner and the Subject's Chief Executive	By [DATE] By[DATE]	30% ($XXXXX excl. GST) 25% ($XXXXX excl. GST)
4. Report drafting stage 4.1 Produce first draft report for central agencies and peer review panel for consideration 4.2 Consider feedback from the peer review panel and central agencies, and provide second draft for the Subject's feedback	Submission of the first draft report (by 20 March 2026) Submission of second draft report (by 2 April 2026)	By [DATE]	25% ($XXXXX excl. GST)
5. Report finalisation stage and Close out stage 5.1 Provide advice and confirm acceptance of the Subject and central agency statements in response to the report 5.2 Consider feedback from the Subject, and any further feedback (including from Ministers) and update report accordingly 5.3 Provide a final report that is accepted by the Public Service Commissioner 5.4 If required, attend a debrief meeting with or one or more of the central agency chief executives 5.5 If required, participate in a Ministerial meeting	Final report approved by Commissioner	By [DATE]	10% ($XXXXX excl. GST)

Statement of Work for PIR Development

Te Kawa Mataaho
Public Service Commission

Master Contract no: PSNNNN **SOW no:** JNNNN

The Parties

This Statement of Work (SOW) is made under, and is subject to, a Master Contract between

Public Service Commission **(Buyer)**

and

[insert the legal name of the Supplier] **(Supplier)**

The Statement of Work

Agreement

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

The documents forming this SOW are:

1. This page **Page 1**
2. Statement of Work Details **Schedule 1**
3. Description of Services **Schedule 2**
4. Any other attachments described at Schedule 1.

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
_____ (signature)		_____ (signature)	
Name:		**Name:**	
Position:		**Position:**	
Date:		**Date:**	

Schedule 1

Statement of Work Details

Start Date	[DD Month YYYY]	**Reference Master Contract Schedule 2 clause 1.5**
End Date	[DD Month YYYY]	**Reference Master Contract Schedule 2 clause 1.5**

Supplier's Approved Lead Reviewer **Reference Master Contract Schedule 1 and Schedule 2 clause 2.5**	
	[Name]

Supplier's Approved Personnel [OPTIONAL]		
Reference Master Contract Schedule 2 clause 2.6	**Name and position:**	
	Name and position:	

Supplier's Approved Sub-contractor [OPTIONAL]		
Reference Master Contract Schedule 2 clause 7	**Name:**	
	Address:	
	Specialisation:	

Description of Services **Reference Master Contract Page 1**	
Short Description	Provide expert and professional services to support the ongoing development of the Performance Improvement Review (PIR) programme.
Context	The PIR Programme provides: a. Challenge to clarify system outcomes and priority areas to improve future performance b. Mentoring and support to Public Service leaders. A critical element in the success of the PIR Programme is the panel of Lead Reviewers. As a group, they bring experience and a fresh perspective to help stimulate new thinking as Public Service leaders grapple with critical issues and future challenges for the Public Service. The Lead Reviewers have personal credibility, strategic agility and understanding of the New Zealand Public Service, combined with commercial leadership and governance experience. They help to maintain and improve the quality and effectiveness of the PIR Programme through: • understanding the challenges for Public Service development, and • support to develop PIR practice through sharing experience, and contributing to peer review, occasional workshops and other initiatives to improve the effectiveness of the PIR and the PIR Programme.
Deliverables	As set out in correspondence and emails when specific activities are arranged: • participate in onboarding workshops for Lead Reviewers, meetings and training sessions, as required • participate in Lead Reviewer cadre workshops for the purpose of reviewing PIR practice and contributing to PIR upgrades, as required • participate as a peer reviewer of Subject Agency reviews, as required.
Performance Standards	Payment of Charges under this SOW is conditional on the reasonable satisfaction of the Buyer with the quality of the Services provided.
Information and Records **Reference Master Contract Schedule 2 clauses 5.4 and 5.5**	The Supplier must securely dispose of any facilitative and transitory documents related to the Services, including copies of draft PIRs and other documents provided for peer review under this SOW, in accordance with Archives New Zealand's General Disposal Authority 7.

Fees, expenses and invoices

Reference Master Contract Schedule 2 clause 3

Fees	For each day worked by the Approved Lead Reviewer, a Daily Fee Rate of **$[insert amount from Master Contract]** excluding GST, up to a total maximum of **$[insert amount]** excluding GST, equivalent to up to 5 days of work per year over the term of the SOW. One day's work is defined as eight hours. If the Approved Lead Reviewer works less than a full day the Fee shall be calculated based on the time worked at the agreed Daily Fee Rate i.e. (Daily Fee Rate ÷ 8) x hours worked. [Details of any Approved Personnel and/or Subcontractors fees to be included here].
Expenses	The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that: a. The Expenses incurred are in accordance with the Buyer's Guidance – Invoicing and Expenses for PIR Lead Reviewers b. the Buyer has given prior consent to the Supplier incurring the Expenses c. the Expense is charged at actual and reasonable cost d. the claim for Expenses is supported by GST receipts.
Invoices	The Supplier must send the Buyer an invoice for the Fees and Expenses following the completion of each phase in Schedule 2.
Address for invoices	**For the attention of:**
	Email: invoices@cass.govt.nz

Insurance

Reference Master Contract Schedule 2 clause 8.1	The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Master Contract

Master Contract Schedule 2 changes and additional clause/s	None

Attachments

Guidance as described above	Guidance - Invoicing and Expenses for PIR Lead Reviewers

Statement of Work (Investigation into [x])

Te Kawa Mataaho
Public Service Commission

Master Contract no: PSNNNN **SOW no:** JNNNN

The Parties

This Statement of Work (SOW) is made under, and is subject to, a Master Contract between

Public Service Commission **(Buyer)**

and

[insert the legal name of the Supplier] **(Supplier)**

The Statement of Work

Agreement

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

The documents forming this SOW are:

1. This page **Page 1**
2. Statement of Work Details and Description of Services **Schedule 1**
3. Any other attachments described at Schedule 1.

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
_____ (signature)		_____ (signature)	
name:		**name:**	
position:		**position:**	
date:		**date:**	

Schedule 1

Statement of Work Details and Description of Services

Start Date	[DD Month YYYY]	**Reference Master Contract Schedule 2 clause 1.5**
End Date	Twenty days after publication of the final report, or on an earlier date to be agreed to by the Parties before that day.	**Reference Master Contract Schedule 2 clause 1.5**

Supplier's Approved Investigator **Reference Master Contract Schedule 1 and Schedule 2 clause 2.5**	
	[Name]

Supplier's Approved Personnel [OPTIONAL]		
Reference Master Contract Schedule 2 clause 2.6	**Name and position:**	
	Name and position:	

Supplier's Approved Sub-contractor [OPTIONAL]		
Reference Master Contract Schedule 2 clause 7	**Name:**	
	Address:	
	Specialisation:	

Buyer's Personnel [OPTIONAL]		
	The Buyer will make available to the Supplier (at no cost to the Supplier) the following people to assist the Supplier to provide the Services:	
	Name and position:	
	Name and position:	

Description of Services **Reference Master Contract Page 1**	
Short Description	Undertake an Investigation into [insert short description]
Context	[Insert background and objectives excerpts from Terms of Reference]
Deliverables	1. A draft version of the final report that the Buyer agrees is ready for the natural justice process. 2. A final report in accordance with the attached Terms of Reference that is suitable for publication. The final report must include a declaration of any Conflicts of Interest and an explanation of how they were managed. 3. Support in presenting the final report to Ministers and the media. 4. The transfer of Records as described in this SOW and the Master Contract.

<table>
<tr><td>Services</td><td>The Supplier will deliver the following services:
<table>
<tr><td>Planning phase – Review key information and scope the investigation</td><td>Discuss Investigation with the Buyer and the Subject Agency
Receive and consider key documents and other resources prepared by the Buyer and the Subject Agency
Prepare an investigation plan including a schedule of witnesses
Agree Maximum Charges with the Buyer</td></tr>
<tr><td>Evidence gathering phase – Gather and analyse relevant evidence</td><td>Review all documents provided by the Subject Agency and request further information as necessary
Co-ordinate with Subject Agency to organise witness interviews
Interview witnesses
Validate witness statements
Analyse the evidence
Form preliminary independent factual findings based on probative evidence</td></tr>
<tr><td>Drafting phase – Prepare a draft report that is ready for a natural justice process</td><td>Prepare a first draft report and provide to the Buyer for consideration of logic and structure.
Consider feedback from the Buyer and continue revising drafts until the Buyer agrees that a draft is ready for the natural justice process (the second draft).</td></tr>
<tr><td>Report finalisation phase – Finalise the draft report and engage in publication process</td><td>Undertake a natural justice process with any person who may be adversely affected by a finding in the second draft report.
Consider feedback from any participants in the natural justice process and prepare a third draft report.
Respond to participants in the natural justice process explaining what changes, if any, have been made to the second draft report as a result of their feedback.
Provide the third draft report to the Subject Agency and the Buyer for consideration.
Consider any feedback from the Subject Agency and the Buyer and finalise the report.
[Optional] Make any non-publication orders considered necessary under s 15 of the Inquiries Act
Provide a final report to the Buyer, in a form that can be published with as few redactions required as possible
Participate in a press conference and/or briefings of Ministers as required.</td></tr>
<tr><td>Handover phase</td><td>Transfer Records to the Buyer</td></tr>
</table></td></tr>
<tr><td>Performance Standards</td><td>Payment of Charges under this SOW is conditional on the reasonable satisfaction of the Buyer with the quality of the Services provided for those Charges.</td></tr>
</table>

Prerequisite [optional]	The following of the Supplier's Personnel must maintain a security clearance for the period of this SOW: [name]
Transfer of Records **Reference Master Contract Schedule 2 clauses 5.4 and 5.5**	The Supplier must transfer the Records, including the evidence or other material created by or obtained in the course of the Investigation, to the Buyer as soon as is reasonably practicable after delivering the final report. The Supplier must securely dispose of any facilitative and transitory documents related to the Services provided under this SOW, in accordance with Archives New Zealand's General Disposal Authority 7.

Supplier's reporting requirements

Reference Master Contract Schedule 2, clause 5.6

Report to:	Type of report	Due date
Buyer's Contract Manager	Regular update on progress	Weekly, unless otherwise agreed with the Buyer's Contract Manager
	Draft report	On a date prior to completion of the final report
	Final report	On or before [insert date]

Fees expenses and invoices

Reference Master Contract Schedule clause 3

Fees

The Supplier's fees will be calculated as follows:

Daily Fee Rates for each of the Approved Personnel set out below by days worked. One day's work is defined as eight hours. If the Supplier works less than a full day the Fee shall be calculated based on the time worked at the agreed Daily Fee Rate i.e. (Daily Fee Rate ÷ 8) x hours worked.

Approved Personnel	Daily Fee Rate (excl GST)
[Insert name of Approved Investigator]	$[insert daily rate from Master Contract]
[include all other Personnel and subcontractors by name, if any]	$[insert daily rate]

Expenses

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that:

c. the Expense is charged at actual and reasonable cost,

b. the claim for Expenses is supported by GST receipts, and

c. the total Expenses are within the Maximum Charges set out below.

Total Fees and Expenses

Total chargeable Fees and Expenses will not exceed a total maximum amount, excluding GST (the Maximum Charges). The Maximum Charges will be agreed by the Parties on completion of the first Milestone and will be the subject of a Variation of this SOW. If the Parties do not agree Maximum Charges the Buyer will pay the Charges for the first Milestone below (capped at the maximum amount due) and may terminate this SOW with immediate effect by giving notice to the Supplier.

	If the Parties agree the Maximum Charges and the Supplier reaches the Maximum Charges without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing. The Supplier will work to minimise the total chargeable Fees and Expenses at all times.

Invoices

The Supplier must send the Buyer an invoice for the Charges on the following dates subject to completion of the relevant Milestones.

Milestone	Estimated due date	Maximum amount due (excl GST)
1. The planning phase	[insert date]	Equivalent to 10 days at the Daily Fee Rate for the Approved Investigator.
2. The evidence gathering phase	[insert date]	30% of the Remaining Maximum Charges. Remaining Maximum Charges = the sum of the Maximum Charges minus the amount charged in the first invoice.
3. The drafting phase	[insert date]	30% of Remaining Maximum Charges
4. The reporting phase	[insert date]	30% of Remaining Maximum Charges
5. The handover phase	[insert date]	10% of Remaining Maximum Charges

Address for invoices	**For the attention of:**	[Buyer's Contract Manager]
	Email:	Please include XX-XXX code on invoices and send them directly to invoices@cass.govt.nz

Changes to Master Contract

Master Contract Schedule 2 changes and additional clauses	

Attachments

Attachment 1	Terms of reference dated [insert date]

Statement of Work - Review of the Ministry of Justice Operations

Te Kawa Mataaho
Public Service Commission

Master Contract no: [To be allocated once signed]

SOW no: [to be allocated once signed]

The Parties

This Statement of Work (SOW) is made under, and is subject to, a Master Contract between

Public Service Commission **(Buyer)**

And

Steven Noel Haszard (trading as Steve Haszard Consulting) **(Supplier)**

The Statement of Work

Agreement

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

The documents forming this SOW are:

1.	This page	**Page 1**
2.	Statement of Work Details	**Schedule 1**
3.	Description of Services	**Schedule 2**
4.	Any other attachments described at Schedule 1.	

Acceptance

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

For and on behalf of the **Buyer**:		For and on behalf of the **Supplier**:	
(signature)		Steve Haszard (signature)	
Name:	Heather Baggott	**Name:**	Steven Noel Haszard
Position:	Deputy Chief Executive, Public Sector Performance	**Position:**	Lead Reviewer
Date:	6 August 2026	**Date:**	6 August 2026

Schedule 1

Statement of Work Details

Start Date	6 August 2026	**Reference Master Contract Schedule 2 clause 1.5**
End Date	30 September 2026	**Reference Master Contract Schedule 2 clause 1.5**

Supplier's Approved Lead Reviewer **Reference Master Contract Schedule 1 and Schedule 2 clause 2.5**	
	Steven Noel Haszard (known as Steve Haszard)

Description of Services **Reference Master Contract Page 1**	
Short Description	Rapid Review of the Ministry of Justice Operations Group (subject report) and report
Context	The Review provides: a) A future-focused inquiry into the contribution New Zealand needs from the Subject b) A Future Excellence Horizon describing system outcomes and priority areas on which the Subject should focus to improve its future performance c) A systematic assessment of how well the Subject is positioned now, and is preparing, to achieve its Excellence Horizon d) Ratings on the Subject's current preparedness for the future including for delivery of government priorities and core functions, and key areas of organisational management. A critical element in the success of each Review is the Lead Reviewers. The Review is not an audit or a performance assessment. The Lead Reviewers undertake the Review on behalf of the Public Service Commission, bringing a fresh perspective to help stimulate new thinking as Public Service leaders grapple with the critical issues and challenges that lie ahead. The Lead Reviewers for each Review are selected for complementarity of skills and experience relevant to the Subject. They will have personal credibility, strategic agility and understanding of the New Zealand Public Service, combined with commercial leadership and governance experience. They will provide constructive challenge to the Subject's leaders. The Lead Reviewers will consider information, conduct confidential interviews, agree and test their findings and author the final Review report.
The PIR Team	The Approved Lead Reviewer will be jointly responsible with Debbie Francis to deliver the services set out in Schedule 2 and will do so in conjunction with the Buyers's Review Manager.

Deliverables	Within the periods outlined in Schedule 2: • an interview themes and insights document on stakeholder engagements • a first draft report for factual feedback and peer review • a second draft report for feedback from the Subject Agency • if required, a third draft report • a final report • support in presenting the final report to Ministers, if required.
Performance Standards	Payment of Charges under this SOW is conditional on the reasonable satisfaction of the Buyer with the quality of the Services provided.
Prerequisite	n/a
Information and Records **Reference Master Contract Schedule 2 clauses 5.4 and 5.5**	The Supplier must securely dispose of any facilitative and transitory documents related to the Services, including copies of the Subject Agency's documents provided under this SOW, in accordance with Archives New Zealand's General Disposal Authority 7.

Fees, expenses and invoices

Reference Master Contract Schedule 2 clause 3

Fees	The total Fee for the completion of the Services is 9(2)(b)(ii) prejudice c excluding GST. This total Fee is calculated according to the approximate expected time spent on the Services and the agreed fee rate under the relevant Master Contract. This amount will be paid in instalments based on the completion of key project milestones and deliverables, as detailed in Schedule 2. If the Supplier reaches the total Fee without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.	
Expenses	The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services provided that: a. The Expenses incurred are in accordance with the Guidance – Invoicing and Expenses for Lead Reviewers b. the Buyer has given prior consent to the Supplier incurring the Expenses c. the Expense is charged at actual and reasonable cost d. the claim for Expenses is supported by GST receipts.	
Invoices	The Supplier must send the Buyer an invoice for the Fees and Expenses following the completion of the milestones detailed in the attached Guidance – Invoicing and Expenses for Lead Reviewers.	
Address for invoices	**For the attention of:**	Performance Review Manager
	Email:	Performanceimprovement@publicservice.govt.nz

Insurance

Reference Master Contract Schedule 2 clause 8	The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Master Contract

Master Contract Schedule 2 changes and additional clause/s	**None**

Attachments

Guidance as described above	Guidance - Invoicing and Expenses for Lead Reviewers

Schedule 2
Description of Services

Services	Milestone or Deliverable	Key dates	Payment (% of Total Fee)
1. Initiation stage 1.1 Provide conflicts of interest declaration 1.2 Discuss review with Public Service Commission officials, subject's Chief Executive and representative/s from the Minister's Office as needed			N/A
2. Scoping stage 2.1 Discuss review with Performance Review Manager and central agency officials as necessary 2.2 Receive and consider key documents and other resources prepared by the Subject and the Review team 2.3 Participate in meetings as needed to prepare for interviews and develop early thinking on the Future Excellence Horizon 2.4 Agree schedule of interviews	Agreed list of stakeholders to be interviewed	By 10 August 2026	9(2)(b)(ii) prejudice commercial position
3. Interviews and insights stage 3.1 Undertake review (including interviews), form judgements about how well the Subject is positioned now, and is preparing, to achieve its Excellence Horizon across the critical areas of the Performance Improvement Model and identify the key challenge(s) 3.2 Deliver interview themes and insights documents to the Public Service Commissioner, the Subject's Chief Executive, and representatives from the Minister's office and discuss as needed	Completion of all scheduled stakeholder interviews Interview themes and insights document completed and presented to the Subject's Chief Executive, the Public Service Commissioner and representatives from the Minister's office	By 27 August 2026 By 28 August 2026	
4. Report drafting stage 4.1 Produce first draft report covering the Future Excellence Horizon, operating model and possible future road map 4.2 Consider feedback from peer review panel, the Subject, central agencies, and the Minster/Minister's office as required and provide second draft	Submission of the first draft report (by 2 September 2026) Submission of second draft report (by 7 September 2026)	By 7 September 2026	
5. Report finalisation sand Close out stage 5.1 Provide a final report that is accepted by the Public Service Commissioner 5.2 If required, attend debrief meetings with the Subject's Chief Executive, one or more of the central agency chief executives, and/or representatives for the Minister's office 5.3 If required, participate in necessary Ministerial meeting/s	Final report approved by Commissioner	By 15 September 2026	

Rapid Performance Improvement Review of the Ministry of Justice
Potential Lead Reviewers

Te Kawa Mataaho
Public Service Commission

The Public Service Commission will appoint two external Lead Reviewers to support the Commission in undertaking the Rapid Review, in accordance with the Terms of Reference.

Together, the Lead Reviewers will need to bring a mix of senior leadership, operational delivery, performance improvement, people and workforce leadership, risk and assurance, financial management, digital transformation and governance experience. At least one Lead Reviewer will have significant justice sector experience and/or experience in the leadership of large operational service delivery organisations.

The potential options below remain subject to Ministerial approval, evaluation, vetting and availability.



Steve Haszard

- Experienced director and governor
- Former Chief Executive of WorkSafe New Zealand and Managing Partner of Meredith Connell
- Extensive experience leading regulatory and public sector organisations
- Strong organisational change, strategy and performance improvement expertise
- Brings governance, operational leadership and regulatory system experience

Out of scope, 9(2)(a) privacy

Out of scope, 9(2)(a) privacy



Debbie Francis

- Experienced PIR reviewer
- Former Chief Executive of Te Kura and Chief People Officer at NZDF
- Former PwC People and Change lead partner
- Experienced organisational change leader
- Strong workforce, transformation and performance expertise

Out of scope, 9(2)(a) privacy

Conflicts of Interest

Version	2.2	**Contact**	Chief Legal Officer
Policy Owner	Chief Legal Officer	**Approved**	17 October 2023
		Due for Revision	June 2026

Our Context

We are committed to upholding the highest standards of integrity and conduct. As leaders of the public service, we aim to exemplify behaviours that maintain the trust and confidence of the public and those we serve.

This demonstrates the mātāpono, or value, from our organisational charter, the Kawa, of Matakite – we speak up and act with integrity, and we do the right thing, even when on-one is watching.

Te Kawa Mataaho Public Service Commission leads the public sector in the service of our nation. We are involved in the recruitment and appointment of senior public servants, procure goods and services, and advise on questions of integrity and ethics, among other functions. In all areas of our work, we must ensure that the public is confident that decisions are made for the right reasons, and in accordance with robust and fair decision-making processes.

Scope

This policy applies to all Commission staff (including employees and secondees) and contractors.

What is a conflict of interest?

A conflict of interest may arise where your duties or responsibilities as an employee or office holder overlap with a role or interest that you hold outside of work. A conflict of interest may mean that you may have your independence, objectivity or impartiality called into question when involved in related matters.

Conflicts of interest in our working lives are natural and unavoidable. The main goal of identifying and managing conflicts of interest is to ensure that all decisions are made, and are seen to be made, impartially and for the right reasons. Almost all conflicts of interest can be managed.

A conflict of interest can be:

- **Actual**: when the conflict currently exists
- **Potential**: when it is reasonably probable that a future conflict will arise
- **Perceived**: when people might reasonably perceive that the conflict exists.

In this policy, references to a 'conflict of interest' or 'conflict' include actual, potential and perceived conflicts of interest, unless stated otherwise.

What types of interests need to be declared?

You must disclose to your manager any personal interests that may overlap with your official duties, even if that interest has not created an actual conflict of interest at the time of your declaration.

The other interest could be a personal relationship, a role in another organisation, a business interest, or other external activity (including secondary employment). Examples of interests that must be declared include:

- the involvement of a family member, close friend, or someone to whom a professional or legal obligation is owed, in an appointment process;
- a financial interest in a company that may provide goods or services to Te Kawa Mataaho;
- a role with another organisation that may be reviewed, investigated, or otherwise affected by your position with Te Kawa Mataaho.

You must also consider any gifts, hospitality, or other benefit that you may have received from a person or organisation who will or may be perceived to benefit from you in your official capacity. In this case, you should refer to the gifts and hospitality policy (see below) and raise the issue with your manager.

Disclosing a conflict of interest

Every member of staff will be asked to identify any known personal interests that may result in a conflict of interest prior to their appointment or employment at the Commission. Managers should meet with new staff soon after their commencement to discuss conflicts of interest in the context of the role they have within the organisation and team. On an ongoing basis, responsibility for identifying and disclosing conflicts of interest rests with the employee concerned.

If you are not sure whether something constitutes a conflict of interest, you should disclose the interest to your manager. Your manager and/or the legal team will be able to help to work through the issues with you.

If you have an interest that does not meet the threshold of a conflict of interest, it may still be appropriate to have it recorded on the register so that the Commission is aware of that interest.

You should be mindful of changes of circumstances in your life that might create new conflicts that should be declared at the time. If you would like to know what you have declared, or make changes to your declarations of interest, you can contact the People Team or the Legal Team.

Options for managing a conflict of interest

In consultation with you, your manager will need to consider what, if any, measures need to be put in place to manage a conflict that you have declared. The conflict and the process for managing it must be recorded in writing.

There are a number of different ways that conflicts of interest can be managed, including by:

- noting the interest in the register of interests (and taking no further action);
- informing others that are involved in the relevant process or decision-making, so that they are able to take the interest into account or consent to the involvement of the conflicted person;
- removing the conflicted person from working on the particular matter, or parts of that matter (including decision-making if relevant) or reassigning the work to another team member;
- restricting the conflicted person’s access to certain information

- engaging an independent third party to oversee all or part of the process and verify its integrity;
- agreeing on limits as to how the conflicted person undertakes their other role (e.g. recusing themselves from third-party decision-making where it affects the Commission);
- the person giving up the private interest that created the conflict.

Secondary employment

Secondary employment can create a conflict of roles, which is a type of conflict of interest. Employees should be able to participate in secondary employment if there is no conflict of interest or where there is a conflict of interest that can be managed, subject to meeting any other obligations.

Before you engage in secondary employment, first seek advice from your manager, and the People Team. If you are already engaging in secondary employment but have not raised it with the People Team and your manager, please immediately do so.

When considering secondary employment, managers should consider:

- whether the secondary employment conflicts with the primary role. This includes the duties owed to each organisation, the powers exercised, the information the employee has access to and whether it is clear to others which role the person is undertaking.
- whether the time commitment required allows the employee to maintain an acceptable level of performance, manage their own safety and the safety of others, and preserve their wellbeing.

Third party conflicts of interest

Conflicts can occur at an agency, not just individual, level, for example where a third-party supplier has a personal interest that might create perception risks for the Commission. This could relate to a procurement, investigation, or appointment process where a third party's interest may create a perception that the Commission's process was not fair or impartial.

If you become aware of the existence of a conflict of interest relating to a third party involved in a Commission process or procedure, you should raise the matter with your manager. If a conflict of interest is identified that relates to a Minister, this should be escalated to the Commissioner.

Further advice and resources

Managers should be prepared to provide advice on the content of this policy as it applies to their teams. The Legal Team is available for advice on specific conflicts of interest as required.

Standards of Integrity and Conduct

Managing conflicts of interest: A guide for the public sector (Office of the Controller and Auditor-General, June 2020)

Public Service Commissioner's Model Standards on Conflicts of Interest

Taitara: Gifts, donations, koha and hospitality procedures

Procurement Policy

The Conflict Management Process

Identify

You

You identify a possible, actual, perceived or potential conflict of interest.

Your Manager

On an annual basis you will be reminded to reconsider whether you have any conflicts to declare.
You will be asked to identify any possible conflicts of interest during your recruitment process, by either HR (for employees or temps) or your manager (for contractors).

As your work changes, you should consider whether any new conflicts arise.

Discuss

You discuss the possible conflict with your manager to see if it meets the criteria set out in this policy. If the situation is unclear your manager may seek advice from the Legal team.

Your manager has the option of obtaining one-on-one training with the Legal team on conflicts of interest at any time. This training will be offered to managers at their induction and at least once every year.

Decide

Your manager will promptly decide whether you have a conflict of interest or not.

If you have concerns about how a possible conflict you have raised is being dealt with, you can raise this – in the ordinary way – as an employment relationship problem. Your individual employment agreement explains the services available for resolving such problems at the Commission.

Plan

In consultation with you, your manager will decide how best to manage the conflict. They will consider the seriousness of the conflict, any potential implications for the Commission's reputation and a range of mitigation options. Before finalising any mitigation plan your manager should consult the People Team about any secondary employment and may consult the Legal team and their own manager. The plan should specify the manager who is responsible for monitoring the plan and evaluating how it is working.

Options for managing a conflict include:

- Not being involved in the relevant work, or having limited involvement
- Withdrawing from the work if a pre-agreed event occurs
- Have another person working alongside you or make certain decisions

Declare

You fill in the Declaration Form (found on your intranet) and submit it to the Legal Team for entry onto the conflicts register.

When you submit a form to the Legal team, your interest will be entered promptly onto the conflicts register and any missing information will be followed up. If you then make changes to a declared conflict, those changes will also be recorded in the register alongside the date of the change. Records of conflicts that are no longer active are kept in a separate part of the register.

Monitor

You make others aware that you have a conflict whenever your work will / may overlap. If your situation changes, you inform your manager.

Your manager monitors the situation and takes responsibility for ensuring that the management plan is followed.

The Legal team will monitor declared conflicts and the Chief Legal Officer will report to the Commissioner or the Leadership Team, if necessary. The information on the register will otherwise be held confidentially, for privacy reasons.

Review

You review your conflict and declare whether it is still current on an annual basis, when requested to do so by the Legal team.

The Commission's Conflicts of Interest policy will be promoted internally during inductions and, at least annually, on DORIS and at team meetings. Senior leaders will re-iterate Commission expectations at these times.

The conflicts register will be reviewed and updated at least annually.

Procurement

Version	2.0 FINAL	**Contact**	Manager Finance, Planning and Performance
Policy Owner	Deputy Commissioner, Organisational Capability and Performance	**Approved**	15 November 2022
SharePoint	Internal Policies	**Due for Revision**	November 2024

Our Commitment

Te Kawa Mataaho is committed to getting the best possible outcomes from public spending on goods and services. We procure goods and services and manage contracts in accordance with the standards required by the law and by government direction. We engage in procurement activity in a manner that is transparent, accountable, impartial, and equitable; role modelling good practice for a Public Service agency.

The Ministry of Business, Innovation and Employment, as the system lead for procurement, has established procurement principles and rules. Procurement decisions in the public sector are essentially decisions about spending public money. As such, they must be – and be seen to be – fair, impartial, and provide value for money.

Good practice procurement enables us to deliver our objectives and support organisational goals through effective and efficient purchasing strategies which demonstrate value for money and contribute to broader outcomes. A good practice approach at all steps of the procurement cycle will have products or services provided at the right place, for the right price, to the right quality and quantity and delivered at the right time. It will also deliver wider public value.

Hōkaitanga | Scope

This policy outlines the approach that Te Kawa Mataaho will take to planning, sourcing, and managing all procurement activity. The policies and procedures cover all kaimahi (employees, secondees, contractors and consultants) who work for the Commission or are delivering the Commission's business.

Refer to Appendix A for purchasing activity that is out of scope for this policy.

Ngā Mātāpono | Principles

- Kaimahi involved in procurement must be familiar with and apply the New Zealand Government Procurement Principles, Rules and Charter. Collectively, these provide a broad framework that supports accountability for spending, sound business practice and better results.

- The Government Procurement Principles apply to all government agencies and provide government's overarching values. They apply even if the Rules do not. We use the principles for guidance and to help make good procurement decisions.

The five principles are:

- Plan and manage for great results.
- Be fair to all suppliers.
- Get the right supplier.
- Get the best deal for everyone.
- Play by the rules.

- The Government Procurement Rules support sustainable and inclusive procurement through the promotion of good practice for procurement planning, approaching the supplier community and contracting. We must follow the Rules where the procurement is worth more than $100,000 and are mandated to use certain collaborative contracts such as All-of-Government (AoG) contracts where applicable. Exemptions can only be approved in very limited circumstances, in line with this policy and relevant delegations (see roles and responsibilities).

- The Government Procurement Charter sets out government's expectations of how agencies should conduct their procurement activity to achieve public value. We seek to meet as many of these expectations as practical. The New Zealand Government directs agencies to:
  - Seek opportunities to include New Zealand businesses.
  - Undertake initiatives to contribute to a low emissions economy and promote greater environmental responsibility.
  - Look for new and innovative solutions.
  - Engage with businesses with good employment practices.
  - Promote inclusive economic development within New Zealand.
  - Manage risk appropriately.
  - Encourage collaboration for collective impact.

- Broader outcomes should always be considered when undertaking procurement, to support wider social, economic, cultural and environmental outcomes that go beyond the immediate purchase of goods and services. This includes our commitment to Te Kupenga Hao Pāuaua | Progressive Procurement targets (such as increasing Māori business access to government contract opportunities) and ensuring our procurement planning and execution creates opportunities for New Zealand businesses. It also includes improving conditions for New Zealand workers and reducing emissions and waste.

- The supplier code of conduct is used to outline the expectations we have of our suppliers and must be included in all procurement and contracting (including new contracts, variation and tenders).

- All kaimahi have a duty to put the public interest above their personal or private interests. Risks to procurement processes that can arise from actual, potential, and perceived conflicts of interest are properly identified and transparently managed.

- Procurement follows good practice for New Zealand government agencies, utilising the tools and templates available to support all phases of the process.

Ngā Tūmahi me ngā Haepapatanga | Roles and Responsibilities

Role	Responsibility
Te Mana Arataki | Executive Leadership Team	Te Mana Arataki | Executive Leadership Team is responsible for setting the expectations and creating the environment to ensure compliance with this procurement policy, process and guidance on a day-to-day basis. Te Mana Arataki ensure that procurement enables and support the Commission's mission and the delivery of its strategic priorities.
Budget Holders	The day-to-day responsibility for implementing the procurement policy, process and guidance for Te Kawa Mataaho rests with Budget Holders who are making procurement decisions (including applying for policy exemptions) in accordance with their financial delegations.
Kaimahi (including employees, secondees, contactors and consultants)	All kaimahi have an important role in understanding and applying the policy, process and guidance to enable the delivery of the Commission's work. Anyone carrying out procurement must identify any possible conflicts and deal with them in accordance with the Conflict of Interest Policy. These could include conflicts personal to kaimahi or conflicts arising due to a relationship between a supplier and Te Kawa Mataaho (including supplier relationships with senior staff and Ministers). Suppliers should be asked to identify any possible interests that may give rise to a conflict so these can be properly assessed. Conflicts involving Ministers may need to be escalated to the Commissioner. Any procurement with a whole of life cost over $50K must engage the Manager, Finance Planning and Performance at the start of the procurement activity. All procurement should include appropriate pre-engagement and due diligence checks and ensure contracts are recorded in the contracts register.
Legal Services	As per the Delegations Policy, consultation with Legal Services is required for contracts: - With a whole of life value of more than $50,000, or - that do not use, or that amend, Commission or All-of-Government template contracts.
Finance, Planning and Performance	Provide advice and support to assist teams and individuals in understanding and implementing the procurement policy, process and guidance. The team is also responsible for ensuring the procurement policies and procedures are kept up-to-date and in alignment with the *Government Procurement Rules* including Broader Outcomes commitments.

Policy exemptions

Where there is a collaborative contract available but there are no suppliers who can deliver the required goods or services, an exemption memorandum must be approved by the relevant Deputy Commissioner, in consultation with the Deputy Commissioner, Organisational Capability and Performance. Where the whole of life costs are $50K - $100K consider using a Request for Information using the Government Electronic Tender Service (GETS) to determine the ability of suppliers in the market, to support approval of an exemption memorandum. Where whole of life costs are $100K + you must use the GETS open tender process. The Government Procurement Rules explains the circumstances under which you can get an exemption or opt out of following some of the Rules.

Any departure from the standard approach must be justified and take account of our Delegations Policy. All policy exemptions are approved by the relevant Deputy Commissioner, in consultation with the Deputy Commissioner, Organisational Capability and Performance, subject to the following conditions:

- Procurement exemptions must be presented to Te Mana Arataki for visibility and consultation prior to seeking approval where there is a high value (financial impact above $250,000 whole of life cost, including over multiple years); or lower values where there is high strategic or operational risk (including reputational).
- Procurement and contracts that have a whole of life value over $50,000 must be in consultation with the Finance Manager and Legal Services, in line with our Delegations Policy.
- Procurement and contracts that have a whole of life value up to $250,000 must be approved by the relevant Deputy Commissioner, in line with our Delegations Policy.
- Procurement and contracts that have a whole of life value above $250,000 must be approved by a Level 1 position, in line with our Delegations Policy.
- Procurement related to information technology must take account of the Procurement Policy and direction from the IT Governance Board.

He pārongo atu anō | Further Information

Eight Step Procurement Flowchart
Understanding Broader Outcomes
Private use of suppliers and conflict of interest
Extra Lite Procurement Plan $5K - $50K
Lite Procurement Plan $50K - $100K
Full Procurement Plan - $100K +
Contract checklist
Delegations Policy
Conflict of Interest Policy

Appendix A

Out of Scope Purchasing Activity

This policy applies to all procurement except for the following purchasing activity:

- P-card purchasing (these are covered by the credit and purchasing card guidance)
- Workplace business as usual purchases such as kitchen or stationery supplies
- disposals and sales by tender
- gifts, donations and any form of unconditional grants
- property leases
- investments
- employment of staff, statutory appointments or Ministerial appointments.

MEMORANDUM

Te Kawa Mataaho
Public Service Commission

[IN CONFIDENCE]

To: Heather Baggott

From: Robert Anderson

Copies to: Bethan Streatfield, Andrew Squires

Date: 12 May 2026

Subject: Appointment of Reviewers to the Performance Improvement Review Panel

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1. This memorandum sets out the rationale for appointing Debbie Francis and Out of scope to the Performance Improvement Review Panel (the Panel), outside of the 2025 GETS Panel Procurement process. An immediate appointment supports having the appropriate expertise available to undertake upcoming Performance Improvement Reviews (Reviews) of the Crown Law Office (CLO) and of the Ministry for Cities, Environment, Regions and Transport (MCERT).
2. The proposed appointments will ensure these Reviews are supported by individuals with the appropriate seniority, legal expertise and specialist capability to undertake an assessment of the CLO's capability and develop a future excellence horizon. It also enables appropriate expertise in organisational management, strategy and purpose to be used to develop a Future Excellence Horizon for MCERT that provides the chief executive and the agency with an end-state to work towards and a roadmap for getting there from when it operationalised on 1 July 2026.

Context and need for appointment (CLO Performance Improvement Review)

3. CLO operates at the centre of government, providing legal advice and representation across complex, often high-profile and sensitive matters. Its role requires strong system leadership, legal and constitutional judgement, and the ability to operate effectively in environments subject to intense public and political scrutiny. There is a clear appetite to strengthen Crown Law's position as a high-performing, modern government law firm, one that not only delivers consistently high-quality legal services, but also anticipates emerging risks, adapts to changing system demands, and lifts its organisational capability over time.
4. The Review therefore requires reviewers with demonstrated experience in:
   - leading and advising complex public sector organisations operating at system level
   - exercising sound judgement on legal, governance and performance issues in high-risk environments
   - undertaking independent assurance and performance assessments
   - engaging credibly with Chief Executives, senior leaders, and Ministers
   - synthesising complex and sensitive information to reach robust, evidence-based findings

Demonstrated gap in capability, expertise, diversity or availability

5. Performance Improvement Reviews rely on a limited and highly specialised pool of reviewers with the necessary seniority, independence and system-level judgement.

6. While the existing Panel includes strong general public sector experience, it does not fully meet the combination of legal, review, and system assurance capability, nor the availability required within the timeframe for the CLO Review.
7. Additional appointments to the panel are therefore required to ensure:
    - access to reviewers with deep legal and public sector review experience
    - sufficient capacity to commence immediately
    - a credible panel composition for a complex, high-trust agency

Limited market and recent procurement activity

8. The GETS Panel Procurement process (5 September – 10 October 2025) recently tested the market and contracts with successful respondents are still being finalised.
9. Given the recency of that process, re-advertising would not be expected to identify materially different candidates.
10. The market for reviewers with the required combination of legal expertise, system-level judgement and review experience is limited. Further appointments to the Panel are therefore justified to secure the necessary capability within the required timeframe, and is consistent with advice on adding panel members outside of panel refreshes.

Risks and mitigations

11. Appointing to the Panel close to a known review can create risks of challenge from unsuccessful or existing panel members, or OAG scrutiny in terms of any perceptions of circumventing processes.
12. These risks are mitigated by:
    - clear documentation of the capability gap and specialist need
    - the recent completion of a market test
    - the affordability – Panel rates remain lower than All-of-Government alternatives.
13. The Panel is open and must remain flexible, with periodic refreshes to address capability gaps. This appointment aligns with that intention.

Assessment process, including conflict of interest process

14. Debbie Francis and Out of scope submitted Request for Proposal response forms as method of application and have been assessed against the same criteria used during the recent RFP. Candidate information has been evaluated and moderated by two of the same assessors to ensure consistency with the original process.
15. A general conflict of interest declaration is required in the Request for Proposal forms in relation to being on the panel, with no conflicts of interest raised by Debbie Francis and Out of scope Further Conflicts of interest declarations, relating to specific PIR reviews (including CLO and MCERT as applicable), will be required through the statement of work process.
16. The following scores were assessed by Robert Anderson, Julie Rushton and Bethan Streatfield as follows:
    - Debbie Francis – 36.3

    Out of scope
17. These scores were well within the appropriate range (above 28) to support appointment to the panel.

Recommendations

27. It is recommended that you:

1	**Note** the rationale for appointing Debbie Francis and Out of scope to the Performance Improvement Review Panel	Noted
2	**Approve** the appointment of Debbie Francis and Out of scope to the Performance Improvement Review Panel	Yes/No
3	**Note** that further information, including specific Statements of Work and Conflicts of Interest declarations, will be provided to support decisions on the Lead Reviewers from the Panel to be appointed for the Reviews of CLO and MCERT.	Noted

Robert Anderson
Manager, Public Sector Performance
Date:

Heather Baggott
Deputy Public Service Commissioner
Date:

Appendix Two: Assessment of proposed reviewers and expert advisors

Debbie Francis

- Debbie Francis is proposed to be appointed to the Panel because of her extensive experience in leading and delivering independent reviews of complex public sector organisations, with a particular focus on system performance, organisational improvement, and assurance in high-risk and high-trust environments.
- Ms Francis has held a range of senior executive and advisory roles across the New Zealand public sector. Her roles have included Lead Partner of PwC's New Zealand Government practice, Chief Executive of The Correspondence School, and Chief People Officer at the New Zealand Defence Force. She has also worked extensively as an independent advisor to Ministers, boards and Chief Executives on performance, risk and organisational change.
- Through these roles, she has direct experience in:
  - leading and delivering a significant number of independent reviews of public sector agencies, including work involving sensitive and high-profile subject matter
  - reviewing organisational performance, governance, risk management and service delivery across a wide range of sectors and agency contexts
  - working with diverse stakeholders to gather insights, assess complex evidence, and develop clear, evidence-based findings, often in environments characterised by ambiguity and competing perspectives
  - advising Ministers, boards and senior executives on performance improvement, organisational culture, and large-scale change programmes.
- Ms Francis's experience closely aligns with the CLO's need to strengthen performance and position itself as a future-focused government law firm. Her proven ability to undertake rigorous, independent assessment and to support senior leaders through organisational change provides confidence she can deliver a credible and forward-looking Review for MCERT as well.

Out of scope



Out of scope

MEMORANDUM

Public Service Commission
Te Kawa Mataaho

To: Hugo Vitalis, DCE Strategy, Policy and Integrity

CC: Heather Baggott, DCE Public Sector Performance

From: Robert Anderson, Manager Public Sector Performance and Victoria Girling, Manager IES

Date: 31 July 2026

Subject: Appointment of Out of scope Steve Haszard to the Commission's Lead Reviewer Panel

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Purpose

1. This memorandum seeks your approval to appoint Out of scope Steve Haszard to the Commission's Lead Reviewer Panel outside of the 2025 GETS Panel Procurement process. The memorandum sets out the rationale for the proposed appointments and the outcomes of the assessment and moderation process.

2. Out of scope
Out of scope Steve Haszard applied for, and was assessed for appointment as, a Lead Reviewer for Performance Improvement Reviews only.

3. Out of scope

Context and need for appointment

4. The Commission maintains a Lead Reviewer Panel to support the delivery of both Performance Improvement Reviews (PIRs) and Investigations. These assignments are complex and require reviewers with the expertise, experience, credibility and judgement necessary to operate effectively in complex and sensitive environments and engage confidently with Chief Executives, senior leaders, Ministers and other stakeholders.

5. The Commission expects to undertake a number of significant reviews and investigations over the coming period, including PIRs of Te Puni Kōkiri and the Ministry of Justice, as well as a performance investigation into Ministry of Business, Innovation and Employment (MBIE)'s Our Future Services (OFS) programme.

6. Maintaining a sufficiently capable and available Panel is important to ensure the Commission can establish reviewer teams with the appropriate skills and experience, while retaining flexibility to match reviewers to the specific requirements of individual PIRs and Investigations.

7. Experience has shown that the pool of suitably qualified Lead Reviewers is limited and that reviewer availability can be challenging, particularly where multiple PIRs or Investigations are

underway concurrently, assignments must commence within tight timeframes, or conflicts of interest arise.

8. Recognising these challenges, the Lead Reviewer Panel was established as an open panel, enabling additional members to be appointed where capability, capacity or availability gaps are identified. Any additional appointments are subject to an assessment and moderation process consistent with that used during the original Request for Proposal process. This helps ensure appointments are made through a fair, transparent and consistent process while enabling the Commission to maintain a Panel with the skills and capacity required to support future PIRs and Investigations.

Demonstrated gap in capability, expertise, diversity or availability

9. The Commission's upcoming programme of work requires reviewer teams with particular expertise that is not fully represented across the existing Panel. This includes extensive experience applying the PIR methodology, experience leading and assessing large-scale organisational transformation and digital change programmes, and the ability to undertake highly sensitive reviews and investigations involving complex organisational, governance, regulatory and employment-related issues.

Out of scope

11. Existing Panel members can also have significant professional commitments and are not always available when PIRs or Investigations need to commence. The Commission has previously experienced challenges securing appropriately qualified and available reviewers within required timeframes.

12. Collectively, these requirements highlight the need to strengthen the breadth of capability and capacity available to the Commission through the Panel. Additional expertise in these areas would improve the Commission's ability to match reviewer skills and experience to the particular requirements of upcoming PIRs and Investigations.

13. Additional appointments to the Panel are therefore required to:

    a. provide access to reviewers with specialist expertise relevant to future assignments
    b. strengthen the overall credibility and diversity of reviewer teams
    c. increase the Panel's capacity to undertake multiple PIRs and Investigations concurrently
    d. reduce the risk of delays arising from reviewer unavailability or conflicts of interest
    e. provide greater flexibility to assemble reviewer teams with complementary skills and experience through specific Statements of Work.

14. Subject to approval of their appointment to the Panel, the proposed Lead Reviewers would be available for consideration for future PIRs and Investigations, including those referred to in this memorandum. Specific reviewer appointments would be determined through separate Statements of Work.

Limited market and recent procurement activity

15. The GETS Panel Procurement process was recently completed between 5 September and 10 October 2025, and contracts with successful respondents are still being finalised.

16. Given the recency of that process, re-advertising would not be expected to identify materially different candidates within the required timeframe.

17. The market for reviewers with the required combination of public sector seniority, te ao Māori and Crown-Māori relationship expertise, legal and governance expertise, and PIR experience is limited. Further appointments to the Panel are therefore justified to secure the necessary capability and capacity within the required timeframe and are consistent with advice on adding panel members outside of panel refreshes.

Risk and mitigations

18. Appointing to the Panel close to a known review can create risks of challenge from unsuccessful or existing panel members, or scrutiny from the Office of the Auditor-General in relation to any perception of circumventing established procurement processes.

19. These risks are mitigated by:

    a. clear documentation of the capability gap and specialist need
    b. the recent completion of a market test through the GETS Panel Procurement process
    c. using the same assessment criteria as the recent RFP process
    d. completing conflict of interest declarations before appointment and again through the Statement of Work process for specific Reviews
    e. the affordability of the Panel, with Panel rates remaining lower than All-of-Government alternatives
    f. ensuring appointments are made to the Panel generally, with subsequent decisions on specific Review roles to be supported by separate Statements of Work.

20. The Panel is open and must remain flexible, with periodic refreshes and additions to address capability and availability gaps. These appointments align with that intention.

Assessment process, including conflict of interest process

21. Out of scope Steve Haszard submitted application material in the same format as applicants to the 2025 Lead Reviewer Panel GETS RFP procurement process and were assessed against the same assessment criteria used during that process.

Out of scope

Performance Improvement Reviews

23. Applications for PIR work were independently assessed and moderated by Andrew Squires, Bethan Streatfield and Alex Haddow.

24. Following assessment and moderation, the panel concluded that Out of scope Out Steve Haszard met the requirements for appointment to the Lead Reviewer Panel for Performance Improvement Review work. All Out candidates achieved moderated scores above the minimum appointment threshold of 28 points.

25. The final moderated Performance Improvement Review assessment scores were:

Out of scope

c. Steve Haszard – 28.2

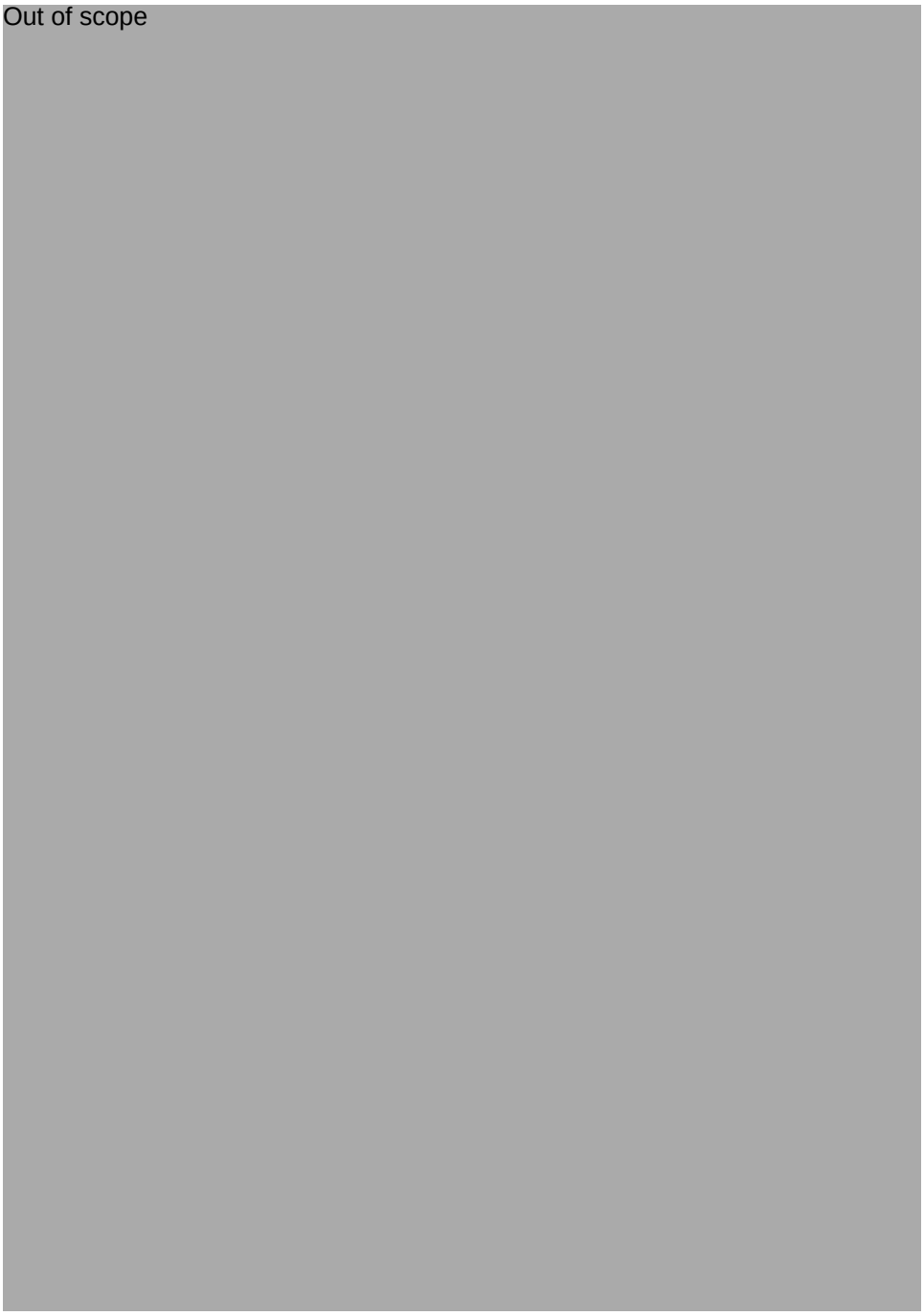
Out of scope

29. Reference and probity checks are currently underway for Out of scope Steve Haszard Out of scope Out of scope

30. A general conflict of interest declaration is required as part of any appointment to the Panel. Additional conflict of interest declarations will be required before reviewers are engaged for any specific Review or Investigation through the Statement of Work process.

Proposed appointments

Out of scope


Out of scope

Overall View and - PIR Perspective Steve Haszard

39. Steve Haszard is proposed to be appointed to the Panel for PIRs because of his senior leadership, regulatory, governance and organisational performance experience. His appointment would add further depth to the Panel's capability for PIRs requiring strong judgement, credibility, experience operating in complex environments and the ability to engage confidently with senior leaders on sensitive organisational issues.

Summary

40. Together, the proposed appointments would broaden the Panel's capability and increase its capacity to support the Commission's upcoming programme of work. They would strengthen the Panel's depth of PIR expertise, senior public sector leadership experience, organisational transformation capability, governance expertise and ability to undertake complex and sensitive review work. The proposed appointments would also provide greater flexibility to assemble reviewer teams with complementary skills and experience for future Reviews and Investigations.

Recommendations

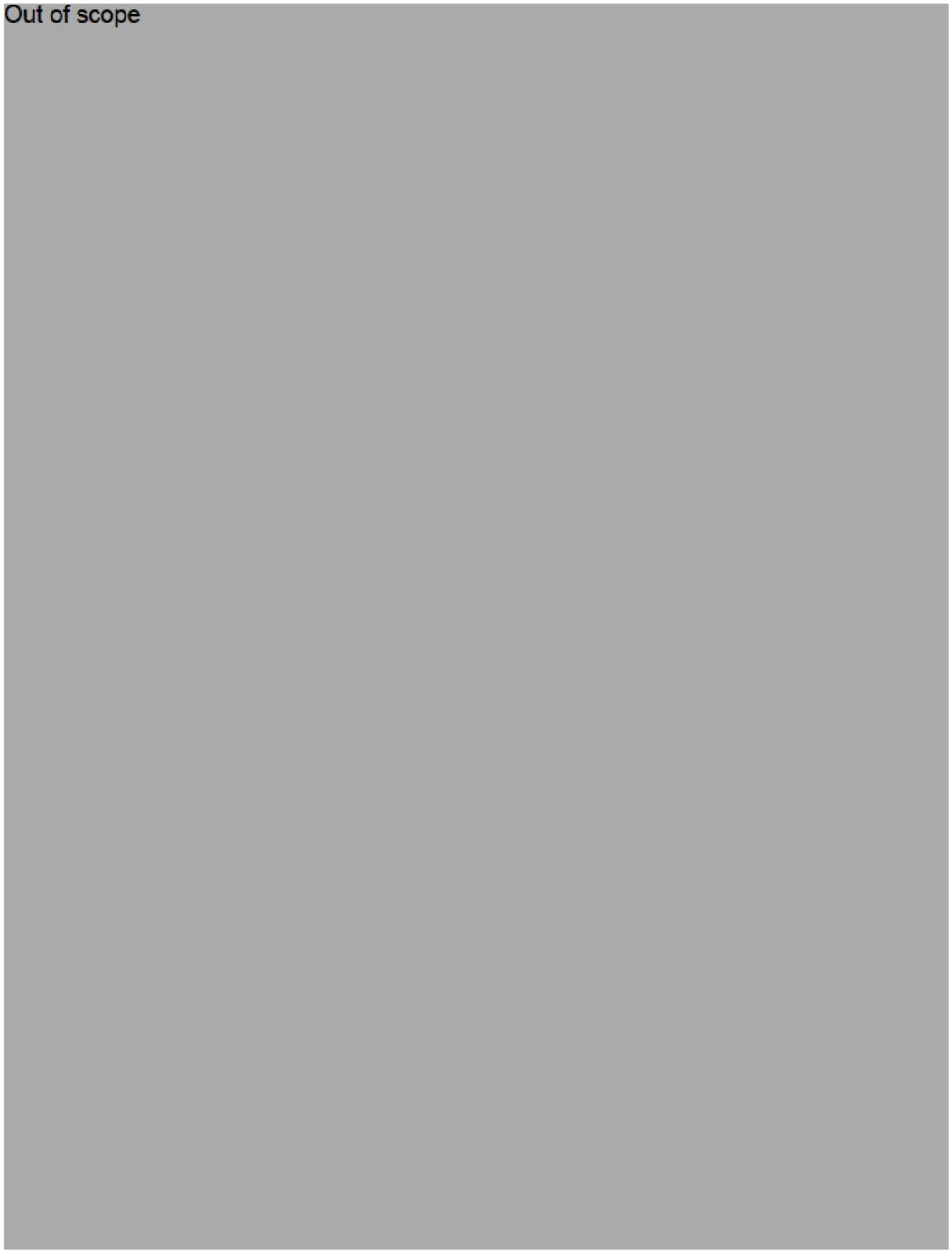
41. It is recommended that you:



c. **approve** the appointment of Steve Haszard to the Commission's Lead Reviewer Panel for Performance Improvement Reviews only, subject to satisfactory completion of reference and probity checks.

Yes ~~/ No~~

Hugo Vitalis
Deputy Chief Executive, Strategy Policy and Integrity
Date: 31/07/2026


Out of scope

Out of scope



Steve Haszard

- Steve Haszard is proposed to be appointed to the Panel because of his senior leadership, regulatory, governance and organisational performance experience.

- Mr Haszard has had more than 35 years' experience working in central and local government compliance and regulatory systems – at all levels including regulator, lawyer, and executive. During that time, he has specialised in system design, strategy formation, and outcomes focussed delivery.

- Mr Haszard has held senior roles in both public and private sectors, including CEO roles for a large national law firm, WorkSafe New Zealand, and a public infrastructure delivery company.

- Mr Haszard has held governance positions in public and private and sectors across a diverse range of organisations and activities and is currently the Chair of the Governance Assurance Board for one of New Zealand's largest family-owned companies, a member of the Audit and Risk Committee for a large multinational debt recovery business, an Independent Management Board member for a national law firm, and a Board Member of New Zealand Transport.

- Through these roles, he has direct experience in:

    - leading complex organisations and regulatory functions
    - exercising judgement in complex and high-profile operating environments
    - assessing governance, strategy, organisational performance and risk
    - engaging with senior leaders and decision-makers
    - supporting organisational improvement and change.

- Mr Haszard's experience would complement existing Panel capability by adding senior regulatory, leadership, governance and organisational performance expertise. His appointment would provide additional flexibility and capacity for upcoming Reviews.

- Mr Haszard advises he has no conflicts of interest.