




15 July 2024

File Ref: OIA 48897



Tēnā koe 

### **Official Information Act request**

Thank you for your information request dated 30 May 2024. You asked for the following information:

- “Copies of all contracts (if any) with ImpactLab since 1 January 2020, and copies of all correspondence with ImpactLab”

On 26 June 2024 you were notified of an extension of the timeframe for the response, to enable time for consultation. I am now in a position to respond.

Your request has been considered in accordance with the Official Information Act 1982 (the Act).

Some information has been withheld in accordance with the Act on the following grounds:

- *Section 9(2)(a) which applies to protect the privacy of natural persons.*

In making the decision to withhold information, I have considered the public interest considerations in section 9(1) of the Act.

Te Puni Kōkiri has entered one contract with ImpactLab since 1 January 2020, a copy of the contract and copies of all correspondence with ImpactLab are attached.

I trust my response satisfies your request.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Please note that Te Puni Kōkiri publishes some of its OIA responses on its website, after the response is sent to the requester. The responses published are those that are considered to have a high level of public interest. We will not publish your name, address or contact details.

If you wish to discuss any aspect of your request with us, including this decision, please feel free to contact us at [oja@tpk.govt.nz](mailto:oja@tpk.govt.nz).

Ngā mihi

A handwritten signature in blue ink, appearing to read 'Rangita Wilson'.

Rangita Wilson  
Hautū, Te Puni Rohe | Acting Deputy Secretary, Regions

# Government Model Contract-Lite

**Social Return on Investment Framework DOE 52377**

## The Parties

**The Buyer** Te Puni Kōkiri

143 Lambton Quay, Wellington

and

**The Supplier** Impact Lab Limited (NZBN 9429047243835)

Floor 8, 187 Featherston Street, Wellington Central, Wellington, 6011

## Agreement

The Supplier will provide the following goods and/or services (as applicable) to the Buyer by the date and for the price recorded in the table below (excluding GST). The price includes all expenses.

Whereon the parties have agreed that the Buyer will review the Services supplied by the Supplier, and this contract excludes any work on an SROI Framework and focuses solely on the planning and approach to creating such a Framework.

Description	Delivery date	Specific Standards (if any)	Price (exc GST)
Completion of a plan for the delivery of a Social Return on Investment (SROI) Framework for Whānau Ora (Services)	13/06/2024	Internal sign-off by Project Director.	\$30,000

<b>Invoice and payment</b>	The Supplier will invoice the Buyer at the completion of the project plan. If the Buyer receives a valid tax invoice: on or before the 5th business day of the month, the Buyer must pay that tax invoice by the 20th calendar day of that month.
<b>Start date</b>	This contract will start on 22/05/2024.
<b>End date</b>	This contract will end on 20 June 2024 (one week after the delivery date) when the tax invoice has been paid by the Buyer, unless the Parties agree in writing to an earlier end date, or this contract is terminated by the Supplier.
<b>Standards</b>	<u>FOR SERVICES:</u> (as applicable) The Supplier will provide the Services with due care, skill and diligence and to the Specific Standards specified above (if any). <u>FOR GOODS:</u> (as applicable) All conditions and warranties under the Sale of Goods Act 1908 apply to the supply of goods under this contract. The Supplier must comply with the <i>Supplier Code of Conduct</i> issued by the Procurement Functional Leader (see <a href="http://procurement.govt.nz">procurement.govt.nz</a> ).

<b>Resolving disputes</b>	The Parties will use their best endeavours to resolve any dispute or difference that may arise under this contract through direct negotiation. If the Parties cannot resolve a dispute by negotiation, either Party may refer the matter to mediation.
	The Party requesting mediation must notify the other Party in writing. Each Party will meet their own costs of resolving the dispute.
<b>Law</b>	This contract will be governed and interpreted in accordance with New Zealand law.
<b>Entire Agreement Clause</b>	This Agreement constitutes the entire agreement between the parties pertaining to the performance of the Services and supersedes all prior agreements and understandings.
<b>Severability</b>	If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The parties agree to replace any invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid, illegal, or unenforceable provision.
<b>Waiver</b>	<p>No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.</p> <p>No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.</p> <p>Any waiver of any right, power, or privilege under this Agreement must be in writing and signed by the party against whom the waiver is to be enforced. Such waiver shall be effective only to the extent specifically set forth in such writing.</p>
<b>Succession</b>	This Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their legal successors, assignees, licensees and agents.
<b>Counterparts</b>	This Agreement, and any amendments to it, may be executed in any number of counterparts, all of which taken together are deemed to constitute the same document. The counterparts of this Agreement may be executed electronically and delivered by electronic means
<b>Confidentiality</b>	<p><b>Interpretation:</b> For the purposes of this Agreement, "Confidential Information" means:</p> <p>any and all Information, whether written, oral, electronic, or in any other form, disclosed by or on behalf of one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the Agreement; and</p> <p>any notes, records, copies, derivations, modifications, summaries or applications made by the Receiving Party of the Confidential Information.</p> <p>Information means any:</p> <p>information, concept, idea, research, record, material, document,</p>

documentation, analysis, data, sample, note, drawing, diagram, plan, artwork, design, specification, source, code, development, algorithm, user manual, software (in whatever stage of development), 'know-how' or computer output; patent, copyright or trademark now existing or pending following application; flowchart, procedure, pattern, model, process, method, technique, material, market analysis, customer names, customer information, pricing information or financial information; or

method of production, use, operation or application of any Confidential Information whether or not in writing, considered alone or incorporating other information, or of a business, commercial, financial, technical, computing, marketing, consulting or other nature,

whether or not such information was disclosed by the Disclosing Party to the Receiving Party before or after the date of this Agreement.

Confidential Information does not include Information of the Disclosing Party that:

is or becomes readily available to the public other than as a result of breach of this Agreement;

was in the lawful possession of the Receiving Party prior to its disclosure by the Disclosing Party without any obligation of confidentiality; or

is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

**Obligations of Confidentiality:** The Receiving Party agrees to:

use the Confidential Information exclusively for the purpose of reviewing the Services (Permitted Purpose) and not for any other purpose;

keep all Confidential Information strictly in confidence and not disclose it to any person.

**Permitted Disclosures :** The Receiving Party may disclose the Confidential Information:

to such directors, officers, or employees of the Receiving Party as required for the purposes of this Agreement, and who are aware the Confidential Information must be kept confidential in accordance with the terms of this Agreement;

to contractors, sub-contractors, auditors, consultants or professional advisers of the Receiving Party as required in connection with their involvement with this Agreement, and who owe a duty of confidentiality to the Receiving Party on substantially the same terms as this Agreement;

with the prior written consent of the Disclosing Party; and

to the extent that the Receiving Party is required to disclose that Confidential Information by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement

**Return of Confidential Information:** At the written request of the Disclosing Party, the Receiving Party must as soon as possible at its own expense:

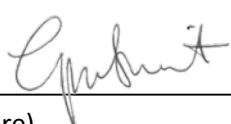
deliver or destroy or erase all Confidential Information in the possession, power or control of the Receiving Party or its representatives; and

provide written confirmation to the Disclosing Party it has done so within a reasonable period,

	<p>except to the extent that the Receiving Party is required by law, regulation or court order to retain a copy of the Confidential Information.</p> <p>The return, destruction or erasure of Confidential Information does not release the Receiving Party from its obligations pursuant to this Agreement.</p> <p><b>Breach and Remedies:</b> The Receiving Party acknowledges that any breach of its confidentiality obligations may cause irreparable harm to the Disclosing Party for which monetary damages may not be an adequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in addition to any other rights and remedies available at law or in equity.</p> <p><b>Indemnity:</b> The Buyer shall indemnify, defend, and hold harmless the Supplier and its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of the confidentiality obligations set forth in this Agreement by the Buyer.</p> <p><b>Survival:</b> The provisions of this Confidentiality Clause shall survive the termination or expiration of this Agreement.</p>
<p><b>Intellectual Property</b></p>	<p><b>Ownership of New Intellectual Property:</b> All right, title, and interest in any intellectual property, including but not limited to plans, designs, processes and methodologies, works of authorship, trade-secrets, and any other proprietary information that is conceived, created, developed, or reduced to practice by the Supplier in the course of performing the Services under this Agreement ("New Intellectual Property") shall be the sole, full, and exclusive property of the Supplier. The Buyer shall have no rights or interests in the New Intellectual Property except as expressly provided in this Agreement.</p> <p><b>Pre-Existing Intellectual Property:</b> The Supplier shall retain all right, title, and interest in and to any intellectual property that was owned, created, or developed by the Supplier prior to the effective date of this Agreement or that is developed independently of the services provided under this Agreement ("Pre-Existing Intellectual Property"). The Buyer acknowledges that it has no rights or interests in the Supplier's Pre-Existing Intellectual Property. The Buyer agrees not to use, disclose, or reverse engineer any of the Supplier's Pre-Existing Intellectual Property without the prior written consent of the Supplier.</p> <p><b>License to use New Intellectual Property:</b> The Supplier grants to the Buyer a non-exclusive, non-transferable, royalty-free license to the New Intellectual Property created under the Agreement solely for the purpose of reviewing the Services provided under this Agreement. This license does not grant the Buyer any rights to modify, distribute, sublicense, use, or otherwise exploit the New Intellectual Property in any way.</p> <p><b>Indemnification for Intellectual Property Infringement:</b> The Buyer shall indemnify, defend, and hold harmless the Supplier and its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable lawyers' fees) arising out of or related to any breach of this Agreement by the Buyer,</p>

including but not limited to any infringement or alleged infringement of any intellectual property rights of any third party resulting from the Buyer's use of the New Intellectual Property or any other intellectual property provided by the Supplier under this Agreement. The Buyer shall promptly notify the Supplier of any such claim and shall cooperate fully with the Supplier in the defense of any such claim.

**Survival:** The provisions of this Intellectual Property Clause shall survive the termination or expiration of this Agreement.

<b>Signed for and on behalf of the Buyer:</b>	<b>Signed for and on behalf of the Supplier:</b>
 _____ (signature)	9(2)(a) _____ (signature)

<b>Name:</b>	Grace Smit	<b>Name:</b>	Maria English
<b>Position:</b>	Deputy Secretary, Regional Partnerships & Operations	<b>Position:</b>	Chief Executive, Impact Lab Limited
<b>Date:</b>	Select date 05/06/2024	<b>Date:</b>	05 June 2024

Released under the Official Information Act 1982

**From:** 9(2)(a)  
**To:** [Maria Campbell](#)  
**Cc:** [Ed White](#); [Liz Direen](#)  
**Subject:** RE: Contract for services - SROI Framework  
**Date:** Thursday, 30 May 2024 11:55:55 am  
**Attachments:** Out of Scope

Great, yes happy to sign once all confirmed at your end. Many thanks.

Ngā mihi,

9(2)(a)

ImpactLab

9(2)(a)

[www.impactlab.co.nz](http://www.impactlab.co.nz)



**From:** Maria Campbell <9(2)(a)@tpk.govt.nz>  
**Sent:** Thursday, May 30, 2024 11:54 AM  
**To:** 9(2)(a)@impactlab.co.nz  
**Cc:** Ed White <9(2)(a)@tpk.govt.nz>; Liz Direen <9(2)(a)@tpk.govt.nz>  
**Subject:** RE: Contract for services - SROI Framework

Kia ora 9(2)(a), thank you for returning the contract document with the agreed changes. I will just get it confirmed with our procurement team and the changes loaded into our CMS.

Once I have had confirmation that this has been completed, I will let you know and request that you forward a signed copy.

I will be in touch again soon.

**Maria Campbell**

Project Coordinator | Kaitiuiti Kaupapa

Te Puni Kōkiri, Te Tari Matua

9(2)(a)

Waea Whakaahua F : 0800 875 329 | Paetukutuku W : [www.tpk.govt.nz](http://www.tpk.govt.nz)

Te Puni Kōkiri, Te Puni Kōkiri House, 143 Lambton Quay, Wellington 6011, New Zealand  
PO Box 3943, Wellington 6140, New Zealand

**From:** 9(2)(a)@impactlab.co.nz  
**Sent:** Thursday, May 30, 2024 11:50 AM  
**To:** Maria Campbell <9(2)(a)@tpk.govt.nz>  
**Cc:** Ed White <9(2)(a)@tpk.govt.nz>; Liz Direen <9(2)(a)@tpk.govt.nz>  
**Subject:** RE: Contract for services - SROI Framework

Kia ora Maria,

Just circling back around on the contract, thanks for your patience as we have been working through this at our end. Our legal team have advised of some changes, please see attached a revised version.

I spoke to Liz yesterday regarding the delivery date and we have agreed to bump this out a few weeks with a revised delivery date of 13<sup>th</sup> June. This is now reflected in the contract.

Please don't hesitate to reach out with any questions, otherwise I look forward to hearing from you again soon.

Ngā mihi,

9(2)(a)

ImpactLab

9(2)(a)

[www.impactlab.co.nz](http://www.impactlab.co.nz)



**From:** Maria Campbell <9(2)(a)@tpk.govt.nz>

**Sent:** Wednesday, May 22, 2024 10:58 AM

**To:** 9(2)(a)@impactlab.co.nz

**Cc:** Ed White <9(2)(a)@tpk.govt.nz>; Liz Direen <9(2)(a)@tpk.govt.nz>

**Subject:** Contract for services - SROI Framework

You don't often get email from 9(2)(a)@tpk.govt.nz. [Learn why this is important](#)

Ata mārie 9(2)(a)

Please find attached for signing, a Government Model Contract for services related to the planning and approach to creating a SROI framework.

If are happy with the document and wish to proceed, please sign on page 2 and return the contract to me.

Liz will be happy to assist with any concerns or questions if required.

Ngā mihi

<p><b>Maria Campbell</b> Project Coordinator   Kaitiuiti Kaupapa Te Tari Matua</p>	<p>9(2)(a) Waea Whakaahua F : 0800 875 329</p> <p>Te Puni Kōkiri, Te Puni Kōkiri House, 143 Lambton Quay, Wellington 6011, New Zealand PO Box 3943, Wellington 6140, New Zealand</p> <p> Te Puni Kōkiri Website  Kōkiri Magazine  Facebook</p>
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